

"Schedule A"

Editorial Content Supply Agreement

- **License**
 - Supplier hereby appoints Shutterstock as its agent for the licensing of the Supplier's copyrighted images, footage and written content ("Content") which Content Supplier will deliver to Shutterstock pursuant to this Agreement.
 - Supplier hereby grants to Shutterstock the right and license to reproduce, prepare derivative works incorporating, publicly display, distribute, sublicense, advertise, and market the Content in the Territory (as such term is defined above) in all media now known or hereinafter devised. Supplier grants to Shutterstock the right to sublicense and sell reproduction rights to the Content.
 - Shutterstock acknowledges that the Content remains the property of the Supplier and that copyright in the Content remains with the Supplier or its suppliers. Supplier expressly waives, to the fullest extent permitted by law, any artist's authorship rights or *droit moral* that Supplier would otherwise have under the laws of England or similar laws of any jurisdiction.
 - Shutterstock, Shutterstock's affiliated companies and those third parties acting on Shutterstock's behalf ("Distributors") each has full authority to negotiate the terms of each Sale of the Content, including the fee, duration and scope of any licence in the Territory, subject to the terms and conditions in this Agreement.
 - Supplier grants to Shutterstock a worldwide, non-exclusive right to use Supplier's name, display name and Content in connection with Shutterstock's marketing and promotional activities without the payment of compensation to Supplier. Shutterstock, in the exercise of its discretion, may refrain from any or all of the foregoing without any liability to Supplier.
- **Royalties and Sales Reports**
 - Shutterstock will make reports of sales of licenses to the Content ("Sales Reports") available to Supplier electronically within forty (40) days following the end of the month in which the invoice was raised against the use of the Content. In each Sales Report, Shutterstock shall report Royalties along with relevant information about each Sale, including identifying each item of Content and the associated license fees.
 - Shutterstock may recoup royalties paid to you in connection with refunds issued by Shutterstock by deducting applicable royalties credited to your account. Credit card chargebacks will be treated in the same manner as refunded subscriptions. Shutterstock does not deduct the amount credited to your account for refunds and chargebacks in connection with any license, but it reserves the right to change this policy at any time. Such change shall not constitute a material modification to the TOS. Shutterstock shall notify you of any such change with an announcement on your login page. If Shutterstock makes an overpayment of royalties or other compensation to you for any reason, Shutterstock shall have the right to deduct the amount of such overpayment from your accrued royalties or to demand the immediate repayment of such overpaid royalties or other compensation. Payment of royalties shall be contingent on Supplier providing to Shutterstock completed tax forms (i.e. W8, W9 or any other relevant tax form) as may be requested by Shutterstock from time to time.
- **Shutterstock agrees to:**
 - Abide by any restrictions agreed in writing with Supplier, as must also be indicated by Supplier in the IPTC caption field of asset files supplied as part of the Content or as otherwise directed by Shutterstock. Shutterstock will make commercially reasonable efforts to ensure that details of any such restrictions are supplied to clients with the Content, if appropriate. Shutterstock reserves the right to reject any Content it deems commercially unviable due to restrictions imposed by the Supplier or for any other reason in Shutterstock's sole and reasonable discretion.
 - Make commercially reasonable efforts to ensure that Shutterstock's licensees who reproduce the Content in an editorial manner are contractually obliged to apply a byline or credit to the photographer and Shutterstock, unless otherwise agreed to in advance by Shutterstock.
- **Supplier agrees to:**
 - Submit Content according to Shutterstock's submission and account guidelines with regard to caption information, notification of restrictions, asset size and quality. The terms of the Shutterstock submission guidelines are deemed incorporated into and made a part of this Agreement by this reference.
 - Maintain valid and accurate "credentials", model and/or property releases (collectively, "Releases") for all Content Supplier submits to Shutterstock requiring any Release. Supplier agrees that Supplier is solely responsible for retaining all original such Releases and maintaining complete and accurate records thereof. Supplier agrees to provide Shutterstock with such Releases upon Shutterstock's reasonable request.
- **Content**
 - The Supplier is solely responsible for making adequate back-up files of all Content and for keeping the Content adequately insured, at the Supplier's discretion. Under no circumstance shall Shutterstock be responsible for any failure to return Content or for damage caused to Content, nor shall Shutterstock be obligated to provide copies of the Content to Supplier.

- Shutterstock may amend or add to the existing metadata of Content supplied under this Agreement for the purposes of exploiting the Content in accordance with the terms of this Agreement. Shutterstock is the legal owner of any such amendments or additions and is under no obligation to provide this metadata to the Supplier, who remains the holder of copyright in the original Content. Except for Assignment Content, all Content will, however, be withdrawn from sale and will not be exploited by Shutterstock following termination of this Agreement in accordance with the provisions of clauses 6.2 through 6.5 below.
- Shutterstock may modify the Content supplied under this Agreement to enhance or improve it for the purposes of exploiting the Content in accordance with the terms of this Agreement. In the event that Shutterstock makes any modifications to the Content, Shutterstock shall be the legal owner of the digital file(s) created when the Content is modified in this way and is under no obligation to provide such file(s) to the Supplier, who remains the holder of copyright in the original Content. Except for Assignment Content, all Content will, however, be withdrawn from sale and will not be exploited by Shutterstock following termination of this Agreement in accordance with the provisions of clauses 7.2 through 7.5 below.
- Supplier agrees that Shutterstock may permit Content designated “Editorial Use Only” to be used in a non-Editorial manner at Shutterstock’s sole discretion (e.g. Shutterstock may permit a customer to use Content designated Editorial Use Only for commercial purposes where the customer obtains the necessary rights and clearances for such use).
- **Term and Termination**
 - This Agreement will begin on the Effective Date and will run for an initial term of 36 months (the “Initial Term”). After the expiration of the Initial Term, this Agreement will automatically renew for successive 12 month renewal terms (each a “Renewal Term”). The Initial Term and the Renewal Term are collectively referred to as the “Term”. During any Renewal Term, either party can terminate the Agreement upon ninety (90) days’ prior written notice by either party.
 - In the event of termination, Shutterstock undertakes to withdraw from sale and cease further exploitation of Supplier’s Content, other than the Assignment Content. The Supplier understands that although Content may be removed from the Shutterstock database upon request, Content sent to or downloaded by a client in anticipation of a Sale prior to the date of termination may be licensed by such client during a commercially reasonable amount of time following termination. Shutterstock will continue to pay the Supplier the Royalties in accordance with this Supplier Agreement, and all applicable terms of this Supplier Agreement will be deemed to survive such termination in all applicable respects until such time as no further licensing is commercially reasonable. Supplier hereby grants to Shutterstock the limited right to maintain digital copies of the Content in perpetuity solely for purposes of recordkeeping and compliance. The non-exclusive license to sublicense and distribute the Assignment Content shall survive any expiration or termination of the Agreement and Shutterstock shall pay Royalties to Supplier on licenses of the Assignment Content, whenever arising.
 - Shutterstock will terminate your account no later than ninety (90) days following its receipt of a written request from you. For the sake of clarity, before the termination of your account is made effective by Shutterstock, your Content will remain available for license by Shutterstock customers. Notwithstanding the foregoing, in the event that Shutterstock materially modifies the TOS and does not provide you with prior notice, you may terminate your account within thirty (30) days of the effective date of such modifications.
 - The Supplier may request Shutterstock to use its reasonable endeavours to return any hardcopy Content supplied to Shutterstock. Shutterstock may at its discretion charge the Supplier for Shutterstock’s reasonable expenses for researching and returning hardcopy Content within a commercially reasonable timeframe.
 - Modified versions of Content (including additions or modifications to metadata in accordance with clause 6.2 and digital asset file versions of Content created as a result of modifications or enhancements by Shutterstock in accordance with clause 6.3 will not be returned to the Supplier on termination of this Agreement. They will, however, be withdrawn from sale in accordance with the foregoing termination provisions.
 - Either party may terminate this Agreement on 90 days written notice for convenience or immediately by written notice to the other party, if the other party: (a) breaches any material terms of this Agreement which breach is: (i) not cured within 30 days from written notice, or (ii) not capable of effective remedy; or (b) is declared bankrupt or goes into liquidation or receivership. Notwithstanding the foregoing, Shutterstock reserves the right to terminate this agreement for convenience.
 - In the event of a termination under clause 7.6, the provisions of clauses 7.2 to 7.5 will apply.
- **Confidentiality.** Supplier acknowledges that it will acquire certain confidential information, including but not limited to royalty rates, royalty payments and earnings data (collectively, “Confidential Information”). Confidential Information shall not be disclosed to any third party other than representatives, agents, attorneys, accountants, auditors and advisors with a bona fide need to know, who shall first agree to keep the terms confidential.
- **Warranties and Representations.** The Supplier warrants and represents to Shutterstock:
 - Supplier has the right to enter into this Agreement and that it has all rights in the Content necessary to grant to Shutterstock the rights herein granted.
 - The Content and all parts thereof are owned and/or controlled by the Supplier, are unencumbered and original works and are capable of copyright protection in all countries where copyright or similar protection is available.

- The Content was created in full compliance with all applicable laws and/or regulations and the Content does not violate any applicable laws and/or regulations, including with respect to any laws and/or regulations applicable to the creation or use of drone and other aerial footage.
- There is no suit, action, claim or other legal or administrative proceeding now pending or threatened which might directly or indirectly affect the Content or which might in any way impair the rights granted by Supplier to Shutterstock hereunder.
- The Content shall be free from defects in material and workmanship.
- Supplier possesses valid credentials for each item of “Editorial Use Only” Content for which credentials may be required.
- All metadata and captions submitted to Shutterstock are accurate and true.
- **Indemnification**
 - The Supplier shall indemnify and hold harmless Shutterstock, its parent company, affiliates, subsidiaries, group companies and their directors, officers, members, shareholders, employees and agents from any damages, costs or losses of any nature whatsoever arising from any breach or alleged breach of the warranties made by Supplier herein. These warranties and indemnity shall survive any termination or expiration of this Agreement.
 - Shutterstock shall indemnify and hold harmless the Supplier against any third-party damages, costs, or losses of any nature arising from any third-party claim that Shutterstock breached Shutterstock’s obligations in this Agreement.
 - If Shutterstock is the indemnifying party, it shall defend such claims, control litigation, and settle claims in its sole discretion. If Supplier is the indemnifying party, Shutterstock shall have the right but not the obligation to assume control of any litigation. Neither party shall make any settlement that imposes any financial obligation on the other party, without the other party’s advance written consent, which will not be unreasonably withheld or delayed. When indemnification is sought due to a legal claim by a third party, the indemnified party shall promptly notify the indemnifying party of the claim within a reasonable period that does not prejudice or materially increase the cost of the indemnifying party’s defense. If the indemnified party does not notify the indemnifying party, the indemnifying party must still meet its indemnification obligations under this Agreement, unless the failure to notify causes material prejudice to the indemnifying party or materially increases the cost of the indemnifying party’s defense. The indemnifying party shall defend the claim with counsel reasonably acceptable to the indemnified party. Counsel that is acceptable to indemnifying party’s errors and omissions insurance carrier shall be deemed to be acceptable to indemnified party. The indemnified party agrees to cooperate with the indemnifying party in the defense of any claim, at the indemnified party’s expense. If for any reason the indemnifying party does not elect to or fails to defend a claim, the indemnified party may do so at the indemnifying party’s sole expense.
- **Miscellaneous**
 - This Agreement supersedes any previous agreements related to Shutterstock’s distribution of Supplier’s photographic or footage material and incorporates the entire understanding of the parties concerning the subject matter contained herein and may not be modified, amended or otherwise changed in any respect except by a separate written agreement signed by both parties.
 - Shutterstock may freely assign this Agreement in part or in full to any affiliate, subsidiary, parent or group company, provided the assignee assumes full responsibility for Shutterstock’s assigned rights and responsibilities.
 - Arbitration.
 - Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding individual (not class) arbitration administered under the Commercial Arbitration Rules of the American Arbitration Association or of the International Centre for Dispute Resolution in effect on the date of the commencement of arbitration, rather than in court, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The place of arbitration shall be one of the following jurisdictions (whichever is closest to you): New York, NY; London, England; Los Angeles, CA. The language of the arbitration shall be English. There shall be one arbitrator to be mutually agreed by the parties. Each party shall bear its own costs in the arbitration. Both parties agree that any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack) constitutes an exception to the arbitration obligations herein and may be brought in a judicial proceeding in a court of competent jurisdiction. This arbitration provision will survive termination of this Agreement.
 - YOU AND SHUTTERSTOCK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Shutterstock agree, no arbitrator or judge may consolidate more than one person’s claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. You and Shutterstock acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable disputes under this Agreement.
 - If a court decides that applicable law precludes enforcement of any of the limitations in this Section 12.3 as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

- This Agreement shall be governed and interpreted in all respects in accordance with the laws of England and Wales.
- Shutterstock and Supplier are independent contractors. There is no relationship of partnership, joint venture, employment, or franchise between Shutterstock and the Supplier. If any part of this Agreement is held void or unenforceable, it shall not affect the validity of the balance of the agreement. This Agreement shall be binding upon and shall inure to the benefit of each party and their respective legal representatives, successors in interest and permitted assigns.
- Except as expressly contained herein, neither Shutterstock nor any of its officers, employees, managers, members, shareholders, directors, suppliers shall be liable to Supplier for any punitive, special, indirect, exemplary, consequential or incidental damages, including but not limited to loss of profits, arising out of or related to this Agreement, even if such Shutterstock has been advised of the possibility of such damages, costs or losses.
- For the purposes of this Agreement, the term, "Trademark(s)", means all common law or registered trademarks, logos, service marks, trade names, Internet domain names or other indications of origin now or in the future used by Shutterstock.
- Nothing contained herein grants or shall be construed to grant Supplier any rights to use any Shutterstock Trademarks. Supplier agrees that it will not use Shutterstock's Trademarks in any manner that might tarnish, disparage or reflect adversely on such Trademarks or Shutterstock. Nor will Supplier contest or otherwise challenge (e.g. in any legal action or otherwise) or assist or encourage any other person or entity to contest or challenge, the validity of any of Shutterstock Trademarks or the Trademark rights claimed by Shutterstock.
- If any individual term of this Agreement is found to be invalid or unenforceable by any legal or regulatory body of competent jurisdiction, such finding will be limited solely to such invalid or unenforceable part, without affecting the remaining parts of such individual term, or any other part of the Agreement, so that the Agreement shall otherwise remain in full force and effect. The Agreement shall be binding upon and shall inure to the benefit of each party and their respective legal representatives, successors in interest.