

JUKIN MEDIA DIGITAL CONTENT LICENSE AGREEMENT

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1. **License Options.** Jukin Media offers four license options: Personal (“Personal”), Basic Pro (“Basic Pro”), Super Pro (“Super Pro”) and Enterprise (“Enterprise”). Personal, Basic Pro, and Super Pro Content is licensed for specific types of use, and pricing is based on factors such as size, placement, duration of use, and distribution. Volume discounts for licensing Content in bulk quantities may be available for some license options, as further explained in Section 3(b) hereto. No licenses are granted herein for commercial usage of any Content (e.g. within commercials, as endorsements, in connection with sponsorships, in connection with sweepstakes and contests, etc.), and any such usage by You, express or implied, is prohibited, unless additional rights are specified on a Jukin Media Invoice or Sales Order, or granted pursuant to a separate license agreement. Enterprise Content may be licensed for unlimited, perpetual use, and pricing is based on the use, distribution, audience size, the number of social or digital pages (“Properties”), and other variables. Enterprise Content cannot be purchased directly through the Licensing Platform. For inquiries regarding Enterprise Content, please contact licensing@jukinmedia.com for more information.

2. **Licensed Rights.** Licensed Content may be used in any way consistent with the rights granted below and not otherwise restricted (see Restricted Uses below). Subject to those restrictions and the rest of the terms of this Agreement, the rights granted to You by Jukin Media are dependent on the type of license You choose:

- a. **Personal/ Basic Pro / Super Pro.** In consideration of the License Fees as set forth in Section 3 below, Jukin Media grants to Licensee a limited non-exclusive, non-sublicensable and non-transferable right to use the editorial licensed Content identified in the invoice at checkout in accordance with any other respective terms therein, and to reproduce, display, and exhibit the editorial licensed Content, in the method of Distribution, strictly in accordance with the use, Properties, term of use, and any other restrictions specified in the Rights and Restrictions and in Section 3 and 4 below. Licensee acknowledges and agrees that the rights and license granted to it under this Agreement do not include the right to modify, edit, translate, include in collective works, or create derivative works of the licensed Content in whole or in part, except for time and technical purposes only, and shall not use the licensed Content in any manner that misrepresents the content or meaning of the Content as provided. Licensee may utilize the licensed Content in any internal, non-public production process as may be necessary for the intended use specified in the Rights and Restrictions. Licensee must post the Content within one (1) year from the time of license purchase, however the Content may remain on the designated Properties in perpetuity.
- b. **Enterprise.** Enterprise Content terms may be customized, and licensed for unlimited, perpetual use, with pricing based on the use, distribution, audience size, Properties, and other variables, for all purposes other than those explicitly prohibited in Section 4 below. Enterprise Content cannot be purchased directly through the Licensing Platform. For inquiries regarding Enterprise Content, please contact licensing@jukinmedia.com for more information.

3. **Rights; Volume Discounts.**

- a. **Rights.** For purposes of this Agreement, “use” means to copy, reproduce, synchronize, perform, display, broadcast, publish, or otherwise make use of. Restricted Uses are listed in Section 4 below.

	Personal \$49	Basic Pro \$149	Super Pro \$299	Enterprise Contact Us
Use	Editorial Only May not appear in ads, branded Content, or other commercial uses, as further explained in Section 4(b) hereto.	Editorial Only May not appear in ads, branded Content, or other commercial uses, as further explained in Section 4(b) hereto.	Editorial Only May not appear in ads, branded Content, or other commercial uses, as further explained in Section 4(b) hereto.	Editorial Only May not appear in ads, branded Content, or other commercial uses, as further explained in Section 4(b) hereto.
License	Non-Exclusive License , meaning that You do not have exclusive rights to use the content. Jukin Media can license the same content to other customers.	Non-Exclusive License , meaning that You do not have exclusive rights to use the content. Jukin Media can license the same content to other customers.	Non-Exclusive License , meaning that You do not have exclusive rights to use the content. Jukin Media can license the same content to other customers.	Enterprise may include: Non-Exclusive License , meaning that You do not have exclusive rights to use the content. Jukin Media can license the same content to other customers. Exclusive licenses may be available for Enterprise content upon payment of an additional license fee. Please contact Jukin Media if You are interested in licensing content on an exclusive basis.
Rights	Limited Rights to the specific use, medium, period of time, print run, placement, size of content, and territory selected, and any other restrictions that accompany the content on the Jukin Media website (or any other method of content delivery) or in an order confirmation or invoice.	Limited Rights to the specific use, medium, period of time, print run, placement, size of content, and territory selected, and any other restrictions that accompany the content on the Jukin Media website (or any other method of content delivery) or in an order confirmation or invoice.	Limited Rights to the specific use, medium, period of time, print run, placement, size of content, and territory selected, and any other restrictions that accompany the content on the Jukin Media website (or any other method of content delivery) or in an order confirmation or invoice.	Enterprise may include: Royalty-Free , meaning that the license fee is paid once and there is no need to pay additional royalties if the content is re-used. Perpetual , meaning there is no expiration or end date on your rights to use the content. Worldwide , meaning content can be used in any geographic territory. Unlimited , meaning content can be used an unlimited number of times. Any and all media ,

				meaning content can be used in print, in digital or in any other medium or format.
Geographic Territory	Worldwide	Worldwide	Worldwide	Worldwide
Usage Term	1 year	1 year	1 year	Custom
Distribution	Social + Digital	Social + Digital	Social + Digital	Social + Digital
Aggregate Audience Size	Up to five (5) million persons (Sites upon which the Content appears not to exceed 5 million fans, followers, or monthly visitors, whichever is lower)	Up to five (5) million persons (Sites upon which the Content appears not to exceed 5 million fans, followers, or monthly visitors, whichever is lower)	Unlimited	Unlimited
# of Social / Digital Pages (Properties)	Limited to one (1) page/ site/ account/ channel that the Content can be posted to, as provided by You during the purchase process.	Limited to three (3) pages/ sites/ accounts/ channels that the Content can be posted to, as provided by You during the purchase process.	Unlimited to the number of pages/ sites/ accounts that the Content can be posted to, as provided by You during the purchase process.	Unlimited to the number of pages/ sites/ accounts that the Content can be posted to, as provided by You during the purchase process.
# of Brands	One (1) brand only.	One (1) brand only.	Unlimited	Unlimited
# of Posts	One (1) post only.	One (1) post only.	One (1) post per Property only.	Unlimited
Exhibition Term	Perpetuity	Perpetuity	Perpetuity	Perpetuity
Crossposting	No	No	No	Yes
Legal Indemnification	No	No	No	Yes
Custom Legal Terms	No	No	No	Yes
Dedicated Account Manager	No	No	No	Yes
Compilation Rights	No	No	No	Yes

Monetization	No	Yes	Yes	Yes
Custom Billing	No	No	No	Yes
Releases	No	No	No	Yes
Watermark Free	No	Yes	Yes	Yes
Commitment	No	No	No	Yes

- b. **Volume Discounts.** Licensee may purchase a non-transferable credit for multiple Content licenses at a discount price pursuant to the volume discount pricing set forth in the table below (the “Credit”). Licensee may redeem this Credit for the applicable Content licenses in accordance with the terms of this Agreement, including, but not limited to, the rights and restrictions of such Content licenses. Licensee acknowledges and understands that the Credit may only be redeemed by Licensee through the Licensing Platform and that such Credit may not be transferred to, or redeemed by, any other party for any reason whatsoever. Licensee further understands that the Credit must be redeemed by Licensee within one (1) year of Licensee’s purchase of such Credit and that any and all unused Credit shall automatically expire after such one (1) year period. Notwithstanding anything to the contrary set forth in section 8(b) hereto, if Licensee submits a Credit cancellation request within seven (7) days of Licensee’s purchase of such Credit, and if the relevant Credit has not been redeemed by Licensee, then Jukin Media may in its sole discretion cancel the relevant Credit order and issue a full refund of such Credit to your account or credit card. Licensee acknowledges the foregoing and understands that if any portion of the Credit has been redeemed, Licensee shall not be eligible for any refund whatsoever even if such Credit cancellation request was made within seven (7) days of Licensee’s purchase of such Credit. Further, Licensee shall not be eligible for any refunds or further credits due to the expiration of any unused Credit.

License Option	Number of Content licenses	Regular Price	Volume Discount Price
Personal	1	\$49	\$49
Personal	5	\$245	\$230
Personal	10	\$490	\$440
Personal	25	\$1,225	\$975
Basic Pro	1	\$149	\$149
Basic Pro	5	\$745	\$670
Basic Pro	10	\$1,490	\$1,190
Basic Pro	25	\$3,725	\$2,750
Super Pro	1	\$299	\$299
Super Pro	5	\$1,495	\$1,270
Super Pro	10	\$2,990	\$2,240
Super Pro	25	\$7,475	\$5,225

4. **Restrictions.** Licensed Content shall not be used contrary to the Rights and Restrictions.
- a. **No Unlawful Use.** Content may not be used in a pornographic, defamatory, or other unlawful manner, or in violation of any applicable regulations, rules, and/or industry codes, whether directly or in context or juxtaposition with other material or subject matter.
 - b. **No Commercial Use of Editorial Content.** Unless additional rights are specified on a Jukin Media Invoice or Sales Order, or granted pursuant to a separate license agreement, Content may not be used for any commercial, promotional, advertorial, sponsorship, endorsement, sweepstakes, contest, advertising or merchandising purpose. This type of content is intended to be used only in connection with events or topics that are newsworthy or of general public interest, and no releases or permissions are provided in connection with persons, locations, intellectual property, etc.
 - c. **No Alteration of Editorial Content.** Content may be cropped or otherwise edited for technical quality, provided that the editorial integrity of the Content is not compromised, but You may not otherwise alter the Content.
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 - e. **No Sensitive Use Without Consent and Disclaimer.** If You use Content that features people ("models") or property in connection with a subject that would be unflattering or unduly controversial to a reasonable person (for example, sexually transmitted diseases), You must get prior written consent of Jukin Media and the model, and provide an in-video disclaimer indicating: (1) that the Content is being used for illustrative purposes only, and (2) any person depicted in the Content is a model. No disclaimer is required for Content that is used in a non-misleading editorial manner.
 - f. **No False Representation of Authorship.** You may not falsely represent that You are the original creator of a work that is made up largely of licensed Content. For instance, You cannot create a video compilation based solely on licensed Content and claim that You are the author.
 - g. **No Compilations.** Unless additional rights are specified on a Jukin Media Invoice or Sales Order, or granted pursuant to a separate license agreement, You may not use Content for inclusion in Licensee compilations or similar productions. You may not use more than one piece of Content in a single video or post.
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 - j. **No Crossposting.** Unless additional rights are specified on a Jukin Media Invoice or Sales Order, or granted pursuant to a separate license agreement, You may not crosspost, re-use, or share Content that has already been posted, across multiple owned-and-operated social media Pages.
 - k. **No Use in Trademark or Logo.** You may not use Content as part of a trademark, design mark, tradename, business name, service mark, or logo.
- 4.1 **Automatic Revocation.** In connection with any permitted use on any social media platform or other third-party website, Licensee's rights to such permitted uses shall automatically be revoked in the event that the third party website seeks to exploit purported rights to the licensed Content contrary to the terms of this Agreement; and in such event, upon Jukin Media's request, Licensee shall remove any licensed Content from such platform or website.

4.2 **Restrictions - Additional License Required.** The following are prohibited without the prior written consent of Jukin Media and payment of an additional license fee:

- a. **No Products for Resale.** You may not use Content in connection with any goods or services intended for resale or distribution including, without limitation, games, cards, apparel items, posters (printed on paper, canvas, or any other media), DVDs, mobile applications or other items for resale, license or other distribution for profit.
- b. **No "On Demand" Products.** You may not use Content in connection with "on demand" products (e.g., products in which licensed Content is selected by a third party for customization of such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, calendars, posters, screensavers or wallpapers on mobile telephones, or similar items (this includes the sale of products through custom designed websites).
- c. **No Electronic Templates.** You may not use Content in electronic or digital templates intended for resale or other distribution (for example, website templates, business card templates, electronic greeting card templates, and brochure design templates).

5. **Authorized Licensees.** The rights granted to You are non-transferable and non-sublicensable, meaning that You cannot transfer or sublicense them to anyone else. There are two exceptions:

- a. **Employer.** If you are purchasing on behalf of your employer, then your employer can use the Content. In that case, you (the "Purchaser") represent and warrant that you have full legal authority to bind your employer to the terms of this Agreement, and if the employer subsequently disputes such power or authority, you shall be personally liable for any failure of the employer to comply with the terms of this Agreement. If you do not have that authority, then your employer may not use the Content. The rights purchased may only belong to you or your employer, depending on who is named as the "Licensee" at the time of purchase. In other words, if you purchase a royalty-free image, only one of you (and not both) may re-use that image for multiple projects. Nothing in this Section 5 shall excuse your obligation to make payment to Jukin Media of the License Fee.
- b. **Subcontractors.** You may allow subcontractors (for example, your printer) or distributors to use Content in any production or distribution process related to your final project or end use. These subcontractors and distributors must agree to be bound by the terms of this Agreement and may not use the Content for any other purpose.

6. **User Accounts.** You will be responsible for tracking all activity for each user account, and You agree to: (a) maintain the security of all passwords and usernames; (b) notify Jukin Media immediately of any unauthorized use or other breach of security; and (c) accept all responsibility for activity that occurs under each user account. Jukin Media reserves the right to monitor downloads and user activity to ensure compliance with the terms of this Agreement. If Jukin Media determines that You are in breach of this or any other term of this Agreement, it may suspend access to your account and seek further legal remedies.

7. **Intellectual Property Rights.**

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- c. **Unauthorized Use, Takedowns and Termination.** Any use of licensed Content in a manner not expressly authorized by this Agreement or in breach of a term of this Agreement constitutes copyright infringement, entitling Jukin Media to exercise all rights and remedies available to it under copyright laws around the world. Jukin Media reserves the right to effectuate the takedown of licensed Content at any time at its sole discretion, deemed by Jukin Media to be unauthorized or infringing on any of its rights, without notice or reimbursement to You. In addition, and without prejudice to Jukin Media's other remedies under this Agreement, Jukin Media reserves the right to charge and

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a. **Termination.** Jukin Media may terminate this Agreement at any time if You breach any of the terms of this or any other Agreement with Jukin Media, in which case You must immediately: (i) cease using the content; (ii) delete or destroy any copies; and, (iii) if requested, confirm to Jukin Media in writing that You have complied with these requirements.

1. **Social Media Termination.** If You use the Content on a social media platform or other third party website and the platform or website uses (or announces that it plans to use) the Content for its own purpose or in a way that is contrary to this Agreement, the rights granted for such use shall immediately terminate, and in that event, upon Jukin Media's request, You agree to remove any Content from such platform or website, at your own expense.
2. **Takedowns.** The Properties where the Content will be posted must be disclosed at the time of purchase, and may not be transferred to an alternate page, site or account without written authorization from Jukin Media. If the Content is posted to an undisclosed or unauthorized property, the rights granted for such use shall immediately terminate, and in that event, upon Jukin Media's request, You agree to remove any Content from such platform or website, at your own expense. Jukin Media will not be liable for any damages if the Properties are not correctly listed, resulting in additional actions taken, including but not limited to, a Digital Millennium Copyright Act ("DMCA") takedown, a claim or strike against your Properties, removal of the Content, and/or any other action as determined by Jukin Media at its sole discretion.

b. **Refunds, Cancellations, and Fees.** All requests for refunds/cancellations must be made in writing or using the cancellation function on the Jukin Media website. Provided that the request is made within seven (7) days from your order and the licensed Content has not been downloaded or used, Jukin Media may in its sole discretion cancel the relevant order and issue a full refund to your account or credit card. No credits or refunds are available for cancellation requests received more than seven (7) days from your order. In the event of cancellation, your rights to use the Content terminate, and You must delete or destroy any copies of the Content. Any use of licensed Content in a manner not expressly authorized by this Agreement or in breach of a term of this Agreement constitutes copyright infringement, including but not limited to, entering the Agreement after having received notice of unauthorized use from Jukin Media relating to the licensed Content, and will not be eligible for any refund or credit. License fees received in the above noted circumstances will be applied towards the Retroactive License Fee due in accordance with Section 7c.

c. **Content Withdrawal.** Jukin Media may discontinue licensing any item of Content at any time in its sole discretion. Upon notice from Jukin Media, or upon your knowledge, that any Content may be subject to a claim of infringement of a third party's right for which Jukin Media may be liable, Jukin Media may require You to immediately, and at your own expense: cease using the Content, delete or destroy any copies; and ensure that your distributors and/or employer do likewise. Jukin Media will provide You with replacement Content (determined by Jukin Media in its reasonable commercial judgment) free of charge, subject to the other terms of this Agreement.

9. **Representations and Warranties.**

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- a. **Warranty.** Jukin Media warrants that: (i) the licensed Content will be free from defects in material and workmanship for thirty (30) days from delivery (Licensee's sole and exclusive remedy for a breach of this warranty being the replacement of the licensed Content); (ii) it has all necessary rights and authority to enter into and perform this Agreement; (iii) your use of such Content as permitted by this Agreement and in the form delivered by Jukin Media (that is, excluding any modifications, overlays or editing done by You) will not infringe on any copyrights of the Content owner/creator.
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- a. **Indemnification by You.** You agree to defend, indemnify and hold harmless Jukin Media and its parent, subsidiaries, affiliates, and Content creators, and each of their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside legal fees) arising out of or in connection with (i) your use of any Content outside the scope of this agreement; (ii) any breach or alleged breach by You (or anyone acting on your behalf) of any of the terms of this or any other agreement with Jukin Media; and (iii) your failure to obtain any required release for your use of Content.
- b. **Notification and Settlement.** The party seeking indemnification shall promptly notify in writing the other party about the claim. The indemnified party has the right to take part in the handling, settlement or defense of any claim or litigation. The indemnifying party shall not agree to any settlement that would create legal or financial liability for the indemnified party unless the indemnifying party has received the indemnified party's express written consent to such settlement.
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- d. **Limitation of Liability.** JUKIN MEDIA WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOST PROFITS, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF JUKIN MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THE FOREGOING SECTIONS MAY NOT APPLY TO YOU. JUKIN MEDIA SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING OUT OF OR AS A RESULT OF MODIFICATIONS MADE TO THE LICENSED CONTENT BY LICENSEE OR THE CONTEXT IN WHICH LICENSED MATERIAL IS USED IN A LICENSEE WORK. JUKIN MEDIA SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING UNDER THESE TERMS WHERE SUCH FAILURE OR DELAY IS DUE TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING NATURAL CATASTROPHES, GOVERNMENTAL ACTS OR OMISSIONS, LAWS OR REGULATIONS, TERRORISM, LABOR STRIKES OR DIFFICULTIES, COMMUNICATIONS SYSTEMS BREAKDOWNS, OR HARDWARE OR SOFTWARE FAILURES. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM, RELATING TO OR CONNECTED WITH OUR SERVICE OR THESE TERMS EXCEED THE TOTAL LICENSE FEES FOR THE CONTENT PAID BY YOU.

11. **Miscellaneous Provisions.**

- a. **No Assignment.** This Agreement is personal to You and is not assignable by You without Jukin Media's prior written consent. Jukin Media may assign this Agreement, without notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.
- b. **Audit.** Upon reasonable notice, You agree to provide to Jukin Media sample copies of projects or end uses that contain licensed Content, including by providing Jukin Media with free of charge access to any pay-walled or otherwise restricted access website or platform where Content is reproduced. In addition, upon reasonable notice, Jukin Media may, at its discretion, either through its own employees or through a third party, audit your records directly related to this Agreement and your use of licensed Content in order to verify compliance with the terms of this Agreement. If any audit reveals an underpayment by You to Jukin Media of five percent (5%) or more of the amount You should have paid, then in addition to paying Jukin Media the amount of the underpayment and any other remedies to which Jukin Media is entitled, You also agree to reimburse Jukin Media for the costs of conducting the audit. Where Jukin Media reasonably believes that licensed Content is being used outside the scope of the license granted under this Agreement, Licensee shall, at Jukin Media's request, provide a certificate of compliance signed by an officer of Licensee, in a form to be approved by Jukin Media.
- c. **Electronic storage.** You agree to retain the copyright symbol, the name of Jukin Media, the Content's identification number and any other information or metadata that may be embedded in the electronic file containing the original Content, and to maintain appropriate security to protect the Content from unauthorized use by third parties. You may make one (1) copy of the Content for back-up purposes.
- d. **Choice of Law/ Dispute Resolution.** This Agreement will be governed by the laws of the State of California, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from or related to this agreement shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the JAMS' Expedited Procedures in its Comprehensive Arbitration Rules and Procedures ("JAMS"), in effect on the date of the commencement of arbitration to be held in Los Angeles, California. The arbitration proceedings shall be conducted in English and all documentation shall be presented and filed in English. The decision of the arbitrator shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not govern this agreement. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, Jukin Media shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against You in the event that, in the opinion of Jukin Media, such action is necessary or desirable to protect its intellectual property rights. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within one year of the acts, events or occurrences giving rise to the claim.

- e. **Severability.** If one or more of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.
- f. **No Waiver.** No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement.
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