

## JUKIN MEDIA DIGITAL CONTENT LICENSE AGREEMENT

*Last Updated: June 30, 2021*

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	<b>Personal</b> \$49	<b>Basic Pro</b> \$149	<b>Super Pro</b> \$299	<b>Enterprise</b> Contact Us
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<b>Geographic Territory</b>	Worldwide	Worldwide	Worldwide	Worldwide
<b>Usage Term</b>	1 year	1 year	1 year	Custom
<b>Distribution</b>	Social + Digital	Social + Digital	Social + Digital	Social + Digital
<b>Aggregate Audience Size</b>	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
<b># of Social / Digital Pages (Properties)</b>	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.
<b># of Brands</b>	One (1) brand only.	One (1) brand only.	Unlimited	Unlimited
<b># of Posts</b>	One (1) post only.	One (1) post only.	One (1) post per Property only.	Unlimited
<b>Exhibition Term</b>	Perpetuity	Perpetuity	Perpetuity	Perpetuity
<b>Crossposting</b>	No	No	No	Yes
<b>Legal Indemnification</b>	No	No	No	Yes
<b>Custom Legal Terms</b>	No	No	No	Yes
<b>Dedicated Account Manager</b>	No	No	No	Yes
<b>Compilation Rights</b>	No	No	No	Inquire
<b>Monetization</b>	No	Yes	Yes	Yes
<b>Custom Billing</b>	No	No	No	Yes
<b>Releases</b>	No	No	No	Yes
<b>Watermark Free</b>	No	Yes	Yes	Yes

<b>Commitment</b>	No	No	No	Yes
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**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.

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

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- 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' 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.

- g. **Notice.** All notices required to be sent to Jukin Media under this agreement should be sent via email to [legal@jukinmedia.com](mailto:legal@jukinmedia.com). All notices to You will be sent via email to the email set out in your account.
- h. **Taxes.** You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes, withholding taxes, and duties imposed by any jurisdiction as a result of the license granted to You, or of your use of the licensed Content.
- i. **Electronic Invoicing; Interest.** You agree to receive invoices from Jukin Media electronically via the email address associated with Licensee's Jukin Media account. If You fail to pay an invoice in full within the time specified, Jukin Media may add a service charge of one-and-one-half-percent (1.5%) per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received.
- j. **Reservation of Rights.** All rights which are not expressly granted by Jukin Media to Licensee pursuant to this Agreement, including all promotional materials or any other property owned or controlled by Jukin Media are specifically reserved by Jukin Media. Except as expressly set forth in this Agreement, nothing contained herein shall be deemed to convey or transfer to Licensee any ownership interest, including copyright, in or to the licensed Content. No use of information and proprietary material contained within a data file or other system, including any metadata, sound recordings, sound effects and musical compositions, may be made except in compliance with this Agreement.
- k. **Entire Agreement.** No terms of conditions of this Agreement may be added or deleted unless made in writing and accepted in writing by both parties, or issued electronically by Jukin Media and accepted by You. In the event of any inconsistency between the terms of this Agreement and the terms contained on any purchase order sent by You, the terms of this Agreement will apply.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND JUKIN MEDIA. BY PURCHASING A LICENSE, YOU ARE CONFIRMING THAT YOU AGREE TO THESE TERMS, YOU HAVE CAPACITY TO FORM A CONTRACT UNDER YOUR LOCAL LAWS, AND THAT A VALID CONTRACT IS FORMED.