

# CatholicStock, LLC

## Contributor License Agreement

Last updated March 5, 2019

This CONTRIBUTOR LICENSE AGREEMENT (hereinafter referred to as the “**Agreement**”) sets forth the rights and obligations pursuant to which you (the “**Contributor**”, “**you**”, “**your**”) will grant CatholicStock, LLC, a Maryland limited liability company (the “**Company**”, “**CatholicStock**”, “**we**”, “**our**”, “**us**”) use of your Content for distribution and licensing through CatholicStock’s Website(s) and other means. By providing the Content to CatholicStock, you agree to the terms of this Agreement.

### SECTION 1: DEFINITIONS

- Adapted Works** (collectively, “Adapt”, “Adapted”, and “Adaptation” have correlative meanings) means any and all derivative works based upon one or more preexisting Works, including, but not by way of limitation, a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, combination, collection or any other form in which a Work may be recast, transformed, or adapted. For greater clarity, a work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a “derivative work.”
- Affiliate** means any person, firm, corporation, partnership, association or entity that, directly or indirectly or through one or more intermediaries, controls, is controlled by or is under common control with the Company. For these purposes “control” shall mean the direct or indirect ownership of equity securities of the applicable entity possessing the right to more than fifty percent (50%) of the combined ordinary voting power of the outstanding voting equity securities of such entity.
- Business** means the Company’s business of commercial licensing and distribution of Content.
- CatholicStock Parties** mean the Company and all sublicensees hereunder and their respective officers, directors, employees, agents, Affiliates, successors and assigns.
- Content** means any and all works, including (and not by way of limitation) video footage, animation, audiovisual works, photographs, vector graphics or illustrations created by Contributor, including any and all titles, tags and meta data and any and all Adaptations thereof.
- Content License** means sublicenses granted by the Company to its customers in connection with the enjoyment of certain rights by such sublicensees in and to the Content.
- Licensee** means the Company and the Company’s respective permitted sublicensees, successors, and assigns.
- Licensee Parties** means any Licensee or any individuals or entities acting on behalf of any Licensee or permitted to receive copies of the Works under this Agreement.
- Parties** means references to the Company and Contributor collectively. Each may be referred to individually (as a “**Party**”).
- Permissions** (each individually, a “**Permission**”) means written and signed licenses, permissions, waivers, and consents, including those relating to publicity and privacy, as are or reasonably may be

expected to be necessary for the Licensee to exercise its rights in and to the Content, including all intellectual property rights therein, without incurring any payment or other obligation to, or otherwise violating any right of, any such Persons who are, or whose trademarked, copyrighted or other property is, identified, depicted, or otherwise referred to in any such Content.

11. **Person** means an individual or legal entity, including a company or a governmental agency or instrumentality.
12. **Promotional Use** (or “Used for Promotional Purposes”) means the Company’s use of your Content or your name (and, if different, your Content creator’s name) and biographical information for purposes of promoting, advertising, further commercializing, marketing and distributing your Content, you, the Website, the Company and/or its Business.
13. **Representative** means a Person’s officer, director, employee, agent or contractor.
14. **Website** means [www.CatholicStock.com](http://www.CatholicStock.com) and any and all other commercial sites owned and operated by the Company.

## SECTION 2: SCOPE OF THE AGREEMENT

1. This Agreement applies to any and all Content provided by the Contributor to the Company.
2. The Company has the right, in its sole discretion, and for any reason or no reason at all, to accept or reject any Content, or at any time revoke any acceptance of your Content and remove the same from the Website.

## SECTION 3: GRANT OF LICENSE

1. **Grant of Rights.** You hereby grant to the Licensee during the Term the non-exclusive/exclusive, world-wide, perpetual and irrevocable, freely transferable and sublicensable right and license to enjoy the following rights in and to the Content, subject to the terms and conditions set forth herein.
  - 1.1. **Right to Modify, Edit, Combine, or Adapt Works.** You hereby grant the Company the right to modify, edit, combine with other materials (including, but not limited to, in combination or conjunction with Contributor’s name or any other name, or no name), translate, include in collective works, and create Adapted Works of the Content in whole or in part. You also grant the Company the right to resize, resample, convert, color correct, watermark, crop or otherwise composite any Content or edit or supplement any Content to correct what the Company determines in its sole discretion to be an error, misleading statement or omission in your Content or for purposes of facilitating the rights granted in subsections 1.2. and/or 1.3. of this Section 3; provided that any screening, review, correction and/or editing of any Content performed by the Company is done as a courtesy only, and the Company shall have no obligation to perform any such task and shall incur no liability whatsoever therefore or for any failure to perform the same.
  - 1.2. **Right to Reproduce and Performance Right.** You hereby grant the Company the right to use, reproduce, copy, perform (publicly or otherwise), display (publicly or otherwise), broadcast, telecast, stream and transmit the Works, in whole or in part, as provided by the Contributor or as Adapted for such purposes and uses as are permitted under this Agreement, on an unlimited basis any and all of the Works in all formats and media, whether now known or existing or hereafter discovered and developed, for any and all purposes whatsoever.

- 1.3. Right to Market, Promote, Distribute, Sell or Sublicense.** You hereby grant the Company the right to directly and/or indirectly market, promote, advertise, otherwise, distribute, sell and otherwise engage in Promotional Use, and/or grant sublicenses to, your Works and/or Adapted Works as permitted under this Agreement (each a “Content License”). Content licenses granted by the Company may, as the Company determines to be appropriate, include some or all of the rights, restrictions and/or other terms of the Content License, as modified by the Company from time to time in its sole discretion, and/or any variations thereof.
- 2. Ownership.** Contributor will own and retain all of the exclusive right, title, and interest in and to the Content, subject to the license granted in this section. The Company will own and retain all of the exclusive right, title, and interest to all Adaptations of the Content Used for Promotional Purposes by the Company.
- 3. Waiver of Moral Rights.** Contributor hereby knowingly, voluntarily, and irrevocably waives all rights of attribution and integrity, including the right to be identified as the author of your Content or to object to modification of any Content, and any other rights in or to the Works arising under Section 106A of the Copyright Act, 17 U.S.C. § 106A, or under any other applicable law of the United States or any state, country, or other jurisdiction that acknowledges or confers rights of the same or similar nature (collectively, “Moral Rights”). To the extent this waiver is not permitted by the applicable law, Contributor hereby agrees not to enforce such Moral Rights against any of the Licensee Parties. If Contributor is not the creator, Contributor hereby represents and warrants to the Company that the Contributor has obtained such a waiver of Moral Rights from the creator.
- 4. Use of Contributor’s Name, Likeness, and Information.** Contributor hereby grants to Licensees the right to use the Contributor’s name, image, likeness, and biographical and professional information (including information you provide to the Company and any other information about you that is publicly available) provided by you from time to time in connection with the Content and any Adaptations, including for Promotional Use of the same or any good or service that features or includes at least one piece of Content, in whole or in part, as provided by you unmodified or as Adapted; provided, however, Licensee shall have no obligation to publicize or use Contributor’s name, image, likeness, or other information or provide Contributor with any attribution in connection with any of the Content.
- 5. Attribution and Copyright Notice.** Licensee shall have the right, but not the obligation, to provide Contributor with attribution of Content (including any applicable copyright or trademark notice) in connection with any publication of such Content; provided, however, that Licensee shall have no obligation to provide such attribution to Contributor.
- 6. Copyright Registration.** Contributor hereby covenants and agrees that upon the reasonable request of the Company it shall apply for federal copyright registration with the United States Copyright Office for one or more of the Works licensed hereunder, at the cost and expense of the Company. Contributor hereby acknowledges and agrees that such registration is necessary for the enforcement of its and the Company’s rights hereunder. Contributor hereby further agrees that Company may, in its sole discretion, register such works with the Copyright Office on Contributor’s behalf as Contributor’s agent-in-fact, in which event, Contributor agrees to fully cooperate with the Company in the registration of such Work(s) and shall permit the Company to file and prosecute any and all such copyright applications. More information on registering your copyrights in the United States can be found at <http://www.copyright.gov/>.
- 7. Copyright Enforcement.** Contributor hereby grants to the Company the right to enforce any and all of its copyrights subject to the following provisions in this Section 3; provided, however, Company shall have no obligation to do same.

- 7.1. No Obligation of Enforcement.** The Company shall have no obligation hereunder to enforce any of Contributor's copyrights or other intellectual property rights or monitor for infringement or unauthorized use of the same. Further, the Company shall have no responsibility whatsoever for the compliance by any of the Licensee Parties, resellers, other redistributors or any other Person under the terms of any Content License, nor any liability whatsoever for any breach, infringement or wrongful conduct or other acts or omissions by any such Person.
- 7.2. Right to Enforcement.** Contributor hereby grants to the Company the right and authority, but the Company shall have no obligation hereunder, to enforce any and all of its copyrights by way of suit, litigation, alternative dispute resolution or otherwise, in the sole discretion of the Company. The Company is authorized to take any action regarding a breach or claimed breach by a Licensee Party under a Content License and/or an infringement or claimed infringement of any of the intellectual property or other rights in or relating to your Content by such a Person or any other third-party (each, an "Enforcement Action") that the Company deems to be commercially reasonable to protect the Company's rights in your Content. Upon the Company's request, Contributor shall provide any information, assistance and cooperation that the Company reasonably requests in connection therewith.
- 7.3. Costs, Fees, Expenses and Awards.** In the event that the Company incurs any expenses, costs or fees in enforcing Contributor's copyrights, as set forth hereunder, Contributor hereby agrees to indemnify the Company for any and all such costs, fees, and expenses, including, but not limited to, any and all court costs and reasonable attorneys' fees. Additionally, in such event, any monetary recovery received as a result of any Enforcement Action by the Company, to the extent such monies are intended to compensate for lost licensing fees or statutory damages, shall, after deduction of all said costs and expenses incurred by the Company in connection with such action, be divided between Contributor and the Company pursuant to the provisions of the Compensation in Section 5 below.
- 8. License Types.** A Content License may include Extended or Custom License options for your Content which provide the customers with broader rights to the Content, fewer restrictions and/or greater legal protection than the Company's Standard License in the Content License.

## SECTION 4: CONTRIBUTOR OBLIGATIONS

- 1. Delivery.** Contributor shall deliver any and all Content to the Company in a digital file format appropriate to such Content. Content shall be delivered without watermarks, and in sufficiently high resolution appropriate for all commercial and professional uses. Any and all Content delivered to the Company shall be identified in detail, noting the type, file size, subject matter, and title of the Content (if applicable).
- 2. Permissions and Content Standards.** Company may elect to accept or reject any such delivered Content submitted by a Contributor for any reason or no reason at all, in its sole discretion. Additionally, Contributor shall comply with all of the terms and conditions set forth in this Agreement, including the terms and conditions set forth in this Section 4, with respect to any of its submission(s) of Content.
- 2.1. Permissions.**
- a.** Prior to delivery of the Content, Contributor shall obtain from all Persons who are, or whose trademarked, copyrighted or other property is, identified, depicted, or otherwise referred to in any such Content, such written and signed licenses, permissions, waivers, and consents, including those relating to publicity and privacy, as are or reasonably may be expected to be

necessary for the Licensee to exercise its rights in and to the Content, including all intellectual property rights therein, without incurring any payment or other obligation to, or otherwise violating any right of, any such Person.

- b. At the time of delivery of any and all Content contributed by Contributor, Contributor hereby covenants and agrees to supply Company with a Certificate of Release, in which Contributor shall certify, represent and warrant that any all such releases, licenses, permissions, waivers and consents have been obtained.
- c. You shall maintain and preserve all original Permissions, releases and records relating to the creation of your Content, including, and not by way of limitation, all clearances or releases that have been obtained for your Content, and/or licenses, agreements or instruments relating to the ownership of, or rights in and to your Content for the duration of the Term of this Agreement and for, at least, three (3) years after the expiration or termination of this Agreement, as applicable. Upon reasonable notice by the Company, Contributor shall promptly allow the Company to inspect and shall provide the Company with all such Permissions, releases and records and information relating to the creation of the Content or such documentation requested by the Company. Contributor consents to the Company and its respective resellers and other redistributors providing any of the same to any and/or all Licensee Parties.

## 2.2. Content Standards.

- a. If the Content includes third-party intellectual property, including, but not limited to, copyright-protected works, Contributor will so designate such Content when uploading it to the Website.
- b. Contributor must designate the Content on the upload page of the Website as “Editorial Use” if the Content:
  - i. documents a news event, or
  - ii. contains or depicts recognizable people or property for which Permissions have not been secured in accordance with this Agreement and the User Contributions section set forth in the Website Terms of Use .
- c. Where your Content is identified by you as news, documentary or editorial content, Contributor shall not manipulate, modify or process the Content in any manner that might distort the contextual integrity of your Content. For greater clarity, cropping and brightness/contrast corrections or blurring of faces are permissible where the integrity of your Content has not been distorted.
- d. Contributor will comply with the applicable specifications as set forth in the User Contributions section posted by the Company on the Website, as modified or supplemented by the Company from time to time, the provisions of which are incorporated herein by this reference.

## SECTION 5: COMPENSATION

### 1. Royalty Shares and Pricing.

- 1.1. **Royalty Shares.** Contributor may submit Content to the Company on either an exclusive or non-exclusive basis. Contributor’s royalty share is determined according to a flat percentage of the license fees actually collected by the Company from customers, resellers and other redistrib-

utors for the Contributor's Content less refunds, chargebacks, uncollectible funds and other items as more fully set forth in subsection 1.4., below, with the remaining percentage deducted and retained by the Company as compensation to the Company (both portions, collectively, "Net Licensing Revenue"). Except as expressly provided below in subsections 1.3. to 1.6. of this Section 5, Contributor is eligible for the percentage of Net Licensing Revenue actually collected as follows:

- a. Exclusive Content.** Content you license to the Company on an exclusive basis is eligible for a 50% royalty share of the Net Licensing Revenue actually collected.
- b. Non-exclusive Content.** Content you license to the Company on a non-exclusive basis is eligible for a 35% royalty share of the Net Licensing Revenue actually collected.

## **1.2. Price Setting and Optimization.**

- a. Price Increase.** The Company has discretion to increase the price of your Content to maximize your overall performance (e.g. to round up) or comply with the Company's minimum pricing guidelines.
- b. Price of Extended or Custom Licenses.** The Company has discretion to charge additional amounts for Extended or Custom Licenses.
- c. Discounts.** The Company has discretion to offer discounts as part of special promotions or to customers who the Company reasonably believes will make volume purchases or commitments or to help secure additional revenue on the Contributor's behalf.
- d. Test Pricing.** The Company may temporarily or in select markets charge higher or lower prices to test pricing levels in an effort to maximize sales or revenue on the Contributor's behalf.

## **1.3. Extended Licenses.** In cases where a customer purchases an Extended License, the Company will deduct and retain a portion of the additional fees charged for the Extended License ("Legal Guarantee Fee") to cover the Company's self-insurance costs as determined by the Company in its sole discretion for providing the customer with additional legal protection. For avoidance of doubt, Contributor will be paid 50% of the net Extended License fees collected by the Company after such Legal Guarantee Fee is deducted for Content submitted as Exclusive, and 35% of the same for Content submitted as Non-Exclusive.

## **1.4. Additional Exclusions.** Notwithstanding the foregoing, the Company may also exclude or deduct any of the following from the calculation of the Net Licensing Revenue and the net amount payable to the Contributor:

- a.** taxes or other withholdings paid by the customer or that the Company determines are required by applicable law;
- b.** refunds, chargebacks and uncollectible sums; and/or
- c.** fees, charges and/or costs payable to or deducted by financial institutions for the processing of any credit card, debit card, e-check or alternative payment method and/or currency conversion for payments received by the Company or paid to the Contributor in a currency other than U.S. Dollars.

## **1.5. Free Download Promotions.** The Company may from time to time offer the Contributor participation in one of the Company's free download promotions. If Contributor opts in on the Website to be part of such promotion and the Company includes the Contributor's Content in the promotion, the terms on the Website regarding the promotion will apply thereto.

- 1.6. Payments Policy Compliance.** Payments by the Company are subject to the Payments Policy set forth in the User Contributions section posted by the Company on the Website as modified or supplemented by the Company from time to time, the terms of which are incorporated herein by this reference.
- 1.7. Currency.** Any and all payments as well as monetary amounts stated herein with respect to liability limitations and otherwise shall be in United States Dollars. In the event of currency fluctuations in the event of an International transaction, the risk for such fluctuations shall be solely on Contributor.
- 2. Licensee Credits.** Content is purchased by the Licensee by means of credits, which are assigned value for the sole purpose of determining royalties at their purchase. Several factors affect the value of a credit including, but not limited to, discounts or promotions put in place by the Company at the time of purchase. Contributor's actual compensation per Content item will vary according to a function of the credit purchase price and the number of credits required for licensing your Content (type of content and type of license). In all circumstances, Contributor's royalty percentage will remain the same according to your submission as exclusive or non-exclusive. The Company may determine the value of credits and the number of credits required under the Content Licenses at its sole discretion.

## SECTION 6: REPRESENTATIONS AND WARRANTIES

- 1. Mutual Representations and Warranties.** Each Party represents and warrants to the other that it has the full right, power, and authority to enter into, perform, and grant the rights and licenses it grants and is required to grant under this Agreement and that neither Party is limited or prohibited, in any way, from entering into or performing under this Agreement due to their engagement under any other agreement, whether oral or written, including, but not limited to, a license or non-compete agreement.
- 2. Contributor Representations and Warranties.** By providing Content to the Company, the Contributor hereby represents and warrants that:
- a. all Content is unique and independently created, solely by you;
  - b. if you are an individual, you are at least eighteen (18) years of age and have the full right and intention to grant the rights and to create the binding legal obligations set forth in this Agreement;
  - c. if the Person who is uploading or otherwise providing Contributor's Content to the Company is doing so as the Contributor's Representative, then both Contributor and such Person hereby represent and warrant that the individual who is providing Contributor's Content to the Company is the registered User of the Website as authorized to provide the Content to the Company, and such Person has full legal right, power and authority to act on the Contributor's behalf, bind the Contributor to this Agreement and grant the Contributor's license to the Company on the Contributor's behalf;
  - d. any Content submitted as "exclusive" has not been, and prior to the Licensee's publication thereof will not be, published or otherwise made publicly available, in whole or in part by any Licensee Party;
  - e. Contributor has not granted and shall not grant any license, lien, security interest, or other encumbrance in, or under the Works in violation of this Agreement, and has not and will not enter into any license or contractual or other obligation that could conflict or interfere with Licensee's receipt or exercise of its rights or license hereunder;
  - f. Contributor is the sole and exclusive legal and beneficial owner of all right, title, and interest in

and to the Works, including all copyrights and other intellectual property rights therein;

- g.** Contributor is the record owner of any and all copyright registrations and applications for the Works, if any, and all such issued registrations, if any, are valid, subsisting and in full force and effect;
- h.** to the extent your Content consists in whole or in part of elements that are provided by a third-party, Contributor has obtained, in legally binding and irrevocable written instruments, all Permissions as are or reasonably may be expected to be necessary for Licensee and each of the other Licensee Parties to fully and lawfully exercise the Licensee's rights and licenses under this Agreement, including all required Permissions of the Representatives of any deceased individuals who are, or whose property is, identified, depicted or otherwise referred to in such Works;
- i.** Contributor has no knowledge, information or belief of any settled, pending, or threatened litigation, opposition, or other claim or proceeding challenging Contributor's ownership of copyrights in or use of the Works or the validity, enforceability, or registration of such copyrights or any other intellectual property rights in or to the Works;
- j.** Contributor has not brought or threatened any claim against any third-party alleging infringement of any of the Works, nor, to its knowledge, information or belief, is any third-party infringing or threatening to infringe any copyrights or other rights in the Works;
- k.** any and all Content, captions, text, or other information Contributor submits for or concerning the Works is true, accurate, complete, and not misleading and Contributor agrees to update such information as is necessary for such information to continue to be accurate, complete, and not misleading, including, but not limited to:
  - i.** inapplicable metadata intended to, or which has the effect of, keyword "doping" or improperly altering search results that would otherwise be applicable to your Content;
  - ii.** all information relating to Contributor and its payment account. The Company may withhold any payment to the Contributor until the Company has received the information and documentation that the Company reasonably determines is necessary to verify the Contributor's identifying information or resolve any open questions raised regarding the Contributor's rights in or to the Content or to comply with legal requirements;
- l.** neither the Works nor the medium through which they are delivered to the Company have any material defects in materials or workmanship or contain any virus, worm, code, lock, malware, or other harmful code or mechanism or device that may be used to access, modify, delete, damage or disable the Website or any other hardware or computer system or software, or which would otherwise render inaccessible or impair the use of any of the same in any way;
- m.** none of the Works will violate any law or regulation or infringe or otherwise violate any right of any third-party, including, but not limited to, any copyright, trademark, patent, trade secret or other intellectual property right, any right against defamation, or any right of publicity or privacy, including, but not limited to, placing any individual, entity or organization in a false light;
- n.** no portion of Contributor's Content contains any disabling mechanism or protection feature designed to prevent its use, copying or enjoyment in the manner contemplated in this Agreement or any Content License; and
- o.** except as expressly provided in this agreement, the Company's services and the Website are provided by the Company on an "as is" basis, without representation, warranty or condition of



any kind whatsoever, either express or implied, including the implied representations, warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. The Company disclaims any representation or warranty that the Company's services, the Website or any services provided therein will meet the Contributor's requirements, always be available, will be uninterrupted, secure, free of viruses or similar contamination, or operate without error; that information or materials included on the Website will be accurate.

- 3. Licensee Representations and Warranties.** The Company hereby represents and warrants that the Company will not use any of your Content in any manner that:
- a. causes any of the Works that are not defamatory, obscene, or otherwise unlawful or injurious as provided by the Contributor to become defamatory, obscene, or otherwise unlawful or injurious; or
  - b. suggests sponsorship of or by, or association with, any third-party.

## SECTION 7: INDEMNIFICATION, INSURANCE, AND LIMITATION OF LIABILITY

### 1. Indemnification and Insurance.

- 1.1. Contributor Indemnification.** The Company hereby agrees to defend, indemnify and hold harmless the Contributor from and against any and all damages, liabilities, costs and expenses, including court costs and reasonable attorneys' fees and disbursements arising out of or relating to any claim, action or proceeding (each, a "**Claim**") by a third-party relating to or arising directly or indirectly out of:
- a. a Claim that if proven would constitute a breach by the Company or any of the Company's Representatives of this Agreement or any express representation, warranty, or obligation of the Company contained herein; or
  - b. a Claim that if proven would constitute a failure to fulfill any express responsibility or obligation assumed by the Company under this Agreement.
- 1.2. Company Indemnification.** Contributor shall indemnify, defend and hold harmless the CatholicStock Parties, from and against any and all claims, judgments, damages, demands, actions, suits, liabilities, settlements, losses, costs and expenses, including court costs and reasonable attorneys' fees and disbursements arising from or relating to any breach by the Contributor or its representations, warranties, and/or other obligations hereunder and/or in connection with any actions or omissions by the Contributor hereunder which result in harm to the Company or any of the CatholicStock Parties. The Company may withhold amounts as security for any pending or threatened Claim relating to any matter which is the subject of a representation, warranty or indemnity under this Agreement and amounts that the Company determines are required to be withheld by law and/or offset same against monies otherwise owed by Company to Contributor.
- 1.3. Notice.** The indemnified party shall:
- a. promptly notify the indemnifying party of the Claim, provided that the failure to do so will not excuse the indemnity obligation unless the failure to notify causes material prejudice to the indemnifying party; and
  - b. cooperate with the indemnifying party in the defense of any Claim, at the indemnified party's

expense.

**1.4. Counsel and Insurance.** The indemnifying party will have the opportunity to defend the Claim with counsel that is reasonably acceptable to the indemnified party. Counsel that is acceptable to the indemnifying party's errors and omissions insurance carrier shall be deemed to be acceptable to the indemnified party. If, for any reason, the indemnifying party does not timely elect to or fails to timely defend a Claim as provided herein, the indemnified party may do so at the indemnifying party's sole expense. Notwithstanding the foregoing:

- a. unless the Contributor's insurance carrier agrees to indemnify the Company and assumes the defense of a Claim, the Company may defend and control the defense or settlement of the Claim; and
- b. the party controlling the defense of the Claim will not enter into any settlement agreement that creates a financial obligation on the other party to the Person making the Claim that is not reimbursed or assumed by the controlling Party without the other Party's written consent, which consent shall not be unreasonably withheld or delayed.

## **2. Limitation of Liability.**

**2.1. In General.** The CatholicStock Parties shall not be liable to the Contributor or any other Person or entity for any general, punitive, special, indirect, exemplary, consequential or incidental damages, or lost royalties or profits or any other damages, costs or losses or proceeding arising under this Agreement or relating to or arising out of the Contributor's or any of its Representatives' use of the Website or the Company's services or submission of any Content or any Enforcement Action, even if the Company has been advised of the possibility of such damages, costs or losses, whether the action is based on contract, tort (including negligence), infringement of intellectual property rights or otherwise.

**2.2. Exception for Jurisdiction.** Some jurisdictions do not allow for the limitation or exclusion of liability for incidental or consequential damages. To the extent limited by applicable law, the above limitation or exclusion may not apply to the Contributor.

**2.3. Maximum Aggregate Liability.** Notwithstanding anything else in this Agreement, the total maximum aggregate liability of the CatholicStock Parties (in the aggregate and not with respect to each such CatholicStock Party) arising under this Agreement or relating to or arising out of the Contributor's or any of its Representatives' use of the Website or the Company's services or submission of any Content or any other agreement (regardless of the amount of Content submitted by the Contributor to the Company), shall be limited to one thousand (\$1,000) U.S. Dollars, even if the Company or another CatholicStock Party has been advised of the possibility of such damages, provided that the limitations of direct damages in this paragraph will not apply to amounts that are expressly payable to the Contributor hereunder. Contributor acknowledges and agrees that:

- a. the amount(s) payable hereunder reflect and is(are) set in reliance upon the allocation of risk and the limitations of liability as set forth in this Agreement; and
- b. the limitations of liability herein are fundamental elements of the basis of the bargain between the Parties under this Agreement.

**2.4. Responsibility and Risk.** Contributor assumes all responsibility and risk for the use of the Company's services and the Website, including any of Contributor's Content therein. Contributor agrees that the CatholicStock Parties are not liable for any errors in pricing or any loss or damage to Content or material submitted to the Website and Contributor is required to maintain its own backup

files for any Content submitted to the Company.

- 2.5. Delay or Failure Beyond Reasonable Control.** The Company will not be held responsible for any delay or failure to comply with its obligations under this Agreement if the delay or failure arises from any utility, communications, technical, hardware, software issues or failure, any acts or omissions by a third-party, acts of government, god, war or terrorism or any cause which is beyond the Company's reasonable control.

## SECTION 8: TERM AND TERMINATION

- 1. Term.** This Agreement shall remain in effect for as long as any Content licensed to the Company hereunder is and remains sublicensed to a third party or, if none of the Content hereunder has been sublicensed, then for one (1) calendar year, in which event, this Agreement shall automatically and immediately renew at the conclusion of the previous calendar year until and unless this Agreement is terminated by either Party pursuant to the terms set forth herein or for any or no reason with at least thirty (30) days' written notice to the non-terminating Party of the same.
- 2. Termination.**
  - 2.1. Terminated Content.** The Company may at any time and for any or no reason, including, but not limited to, the Contributor's submission of infringing Content, remove any or all of the Contributor's Content from the Website and cease offering sublicenses to the same (the "**Terminated Content**").
  - 2.2. Termination for Cause.** Either Party may terminate this Agreement upon written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within ten (10) days after receiving said notice of such infringement or longer if it is not possible to resolve such breach within such time period, provided that the breaching party is acting in good faith to resolve such breach within a reasonable period of time.
  - 2.3. Effect of Termination.** Upon the expiration or termination of this Agreement:
    - a.** all rights licensed under this Agreement revert to the Contributor and the Company shall, within ten (10) days after such expiration or termination ("**Wind-Down Period**"), cause to be inactivated and erased all digital copies of the Works in its control and possession and return or, at the Contributor's written request, destroy, any print or other tangible copies of the Works, provided, however, that:
      - i.** the Company may retain one archived copy of each of the Works solely for the purpose of responding to claims or inquiries relating to the Works; and
      - ii.** during the Wind-Down Period, each Licensee may continue to commercially exploit the Works in accordance with the terms and conditions of its Content License.
    - b.** Notwithstanding any other provision in this Agreement:
      - i.** removal of any Content from the Website and/or the termination or expiration of this Agreement or any rights granted to us hereunder will not terminate, alter or otherwise affect any Content License granted to a Licensee prior to the effective date of such removal, termination or expiration;
      - ii.** if any of the Contributor's Content is in a customer's cart at the time of the removal, expira-

tion or termination, the Company will not be required to remove such Content from the cart and the Company may allow the customer to purchase a Content License to such Content under the Content License for a period of ninety (90) days after such removal or termination; and

- iii. after removal of any Content or termination or expiration of this Agreement, the Company may continue availability of the Content for license under any Content License to those customers that have downloaded “comp” versions of the item prior to its removal from the Website.
- c. In the event of termination of this Agreement, the Company is entitled to retain all amounts owed to the Contributor for a period of thirty (30) days to determine any applicable rights to set-off and shall be entitled to deduct from such amounts a reasonable administrative fee for establishing, managing and terminating the Contributor’s account, including, but not limited to, reasonable legal fees and other expenses incurred in enforcing this Agreement.

## SECTION 9: MISCELLANEOUS

1. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
2. **Assignment.** This Agreement is personal to the Contributor. Contributor shall not assign or otherwise transfer any of its rights, or delegate, subcontract, or otherwise transfer any of its obligations or performance, under this Agreement. Any purported assignment, delegation, or transfer by the Contributor in violation of this Section 9, subsection 2 is void ab initio. The Company may freely assign or otherwise transfer any or all of its rights, or delegate or transfer any or all of its obligations or performance, under this Agreement. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.
3. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by the Parties. No waiver by either party of any of the provisions hereof shall be effective unless expressly set forth in writing signed by the waiving party, nor shall the waiver of any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If Contributor breaches any provision of this Agreement and the Company takes no action, the Company is still entitled to use its rights and remedies in any other situation where the Contributor breaches this Agreement.
4. **Severability.** If any part of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such finding shall not affect any other part of this Agreement or invalidate or render unenforceable such part in any other jurisdiction.
5. **Headings.** The headings in this Agreement are for ease of reference only and shall not affect its interpretation.
6. **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule. Each Party irrevocably submits to the exclusive jurisdiction of the state courts located in Frederick, Maryland and the federal courts in Maryland in any legal suit, action or

proceeding arising out of or related to this Agreement or any Works.

- 7. Entire Agreement.** This Agreement, the Website Terms of Use and Privacy Policy, specifically including the Recitals as set forth, above, which are hereby fully integrated into and made a part hereof, constitute the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. In the event of any inconsistency between this Agreement and any such terms in the Website Terms of Use and Privacy Policy, the terms of this Agreement shall govern.
- 8. Consent to Electronic Communications; Personal Data.**

  - 8.1. Consent to Electronic Communications.** The Company may send any notice to the Contributor by an email to the registered Website User account at the email address that has been provided to the Company by the Contributor on the Website's User registration page. Contributor hereby consents to receive communications from the Company electronically and agrees that all agreements, notices, disclosures and other communications that the Company provides electronically satisfy any legal requirement that such communications be in writing.
  - 8.2. Location of Contributor's Personal Information.** Contributor hereby consents to its personal information being shared with and processed in the course of the Company's Business by:

    - a. the Company and its Affiliates, located in various different countries, including the United States, which provide varying and in some cases less privacy protection than in the Contributor's country; and
    - b. a current or prospective User of the Content in the event of questions about clearances, infringement or legal rights.
- 9. No Implied Obligations.** For avoidance of doubt, no grant of rights to the Company herein or in any Website terms (including the User Contributions provisions) shall imply the assumption of any obligation or impose any obligation on the Company to do anything in absence of an express obligation as set forth in this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other third-parties any rights, benefits or remedies of any nature whatsoever. Without limiting the generality of the foregoing, no provision herein shall be for the benefit of or enforceable by any creditor of any Party hereto.
- 10. Comp Licenses.** Contributor acknowledges that the Company allows selected customers to download low-resolution, watermarked or soundstamped versions of Content items solely on the basis of testing or sampling, without any fee unless and until converted into a full license for public use. The Company allows customers who purchase a license to a Content item to later download the item repeatedly and without any further payment.
- 11. Compensation Acknowledgement.** The Parties hereby acknowledge that the Company's compensation and fees under Section 4 of this Agreement are intended to compensate the Company for its services and reimburse the Company for its costs and expenses associated with operating its stock media marketplace and carrying out the marketing and sale of licenses to the Contributor's Content.
- 12. Notice in General.** Except as otherwise set forth herein, any notice required or permitted to be given under this Agreement shall be in writing, delivered by hand, nationally recognized overnight courier service, email or registered or certified mail, addressed to CatholicStock at 17750 Creamery Rd. Ste. A2, Emmitsburg, MD 21727, www.CatholicStock.com, with a copy by email to hello@catholicstock.com; or to the Contributor at the email address or contact information provided by the registered User of the Website under whose information the Contributor's Content is provided to the Company.

### **13. Acceptance of this Agreement.**

**13.1. Acceptance.** By clicking “I Agree” or otherwise signifying acceptance, you, or the agent acting on your behalf, if applicable, so accepts and agrees to be bound by this Agreement for him/herself or on behalf of you, where applicable, and, if different, his/her employer or other Person that is identified as the registered Website User and agrees to be bound by its provisions. If the Person accepting this Agreement is accepting on behalf of his/her employer and/or other Person, and such employer and/or other Person (including the Website User) claims that the accepting Person does not have such right, power and authority, notwithstanding anything else in this Agreement, in addition to all rights and remedies available against such employer and/or other Person, the accepting Person shall be personally jointly and severally liable to the Company under the provisions above whether or not such Person is otherwise considered to be “you” hereunder. If such Person does not have such right, power and authority or you do not agree with these terms, do not accept this Agreement and do not upload or otherwise submit anything to the Website or the Company.

**13.2. Acknowledgment.** You hereby acknowledge that you have read this Agreement and any other agreements or terms which may be incorporated by reference herein, understand it, and have had an opportunity to seek independent legal advice prior to agreeing to it.