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10.4 Withdrawal. Getty Images makes no representations or warranties that all Licensed Material and/or Licensed Material collections will be available for use during the Term. Getty Images

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10.5 Governing Law/Arbitration. This Agreement will be governed in all respects by the laws of the State of New York, without reference to its laws relating to conflicts of law. Any disputes arising from or related to this Agreement or its enforceability, or the business relationship between the parties, shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the Commercial Rules of the American Arbitration Association ("AAA") or of the International Centre for Dispute Resolution ("ICDR") in effect on the date of the commencement of the arbitration (the applicable rules to be at Licensee's discretion) to be held in one of the following jurisdictions (whichever is closest to Licensee): Seattle, Washington; New York, New York; Los Angeles, California; London, England; Paris, France; Frankfurt, Germany; Tokyo, Japan; or Singapore. 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. If Getty Images and Licensee are unable to agree on the location of the arbitration, Getty Images' decision shall be final. 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, Getty Images 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 Licensee in the event that, in the opinion of Getty Images, such action is necessary or desirable. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitations, any arbitration proceeding shall be commenced within two years of the acts, events, or occurrences giving rise to the claim.

10.6 Severability. If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.

10.7 Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy by either party on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

10.8 Taxes. All Fees are exclusive of any applicable sales, use, withholding or other transactional taxes, which are the sole responsibility of Licensee, and the amounts of any such taxes will not reduce any Fees due hereunder.

10.9 Confidentiality. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement, any website passwords and usernames issued by Getty Images, and all information clearly identified in writing as confidential. Each party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information of like nature and to use

such Confidential Information only as permitted under this Agreement. Confidential Information does not include any information that (i) is or subsequently becomes available to the general public other than through a breach of this Agreement by the receiving party; (ii) was in the possession of receiving party prior to the execution of this Agreement; (iii) the receiving party has rightfully received or later receives from a third party without any restriction as to confidentiality or use, so long as the receiving party does not know or have any reason to know that the third party's provision of such information or material is in violation of an obligation or duty of confidentiality to the disclosing party; or (iv) is independently developed by the receiving party without the use of Confidential Information. Each party agrees to hold each other's Confidential Information in confidence for as long as such party possesses any such Confidential Information. The parties agree that unless required by law, they will not make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement.

10.10 Privacy/End User Data. Licensee acknowledges and agrees that Getty Images will have no access, responsibilities, obligations or rights with respect to any personally-identifiable information or other consumer data regarding any End User.

10.11 Force Majeure. If the performance of this Agreement or any obligation under it is prevented by reason of acts of God, acts of government, strike, civil unrest, terrorism or any other cause not within the reasonable control of either party (a "Force Majeure Event"), the party so affected will be excused from such performance, but only for so long as and to the extent that the Force Majeure Event prevents that party's performance. Notwithstanding the foregoing, the party not affected by a Force Majeure Event may terminate this Agreement immediately upon written notice if the Force Majeure Event continues for more than thirty (30) consecutive days or an aggregate of sixty (60) days whether consecutive or not.

10.12 Independent Contractors. The parties are independent contractors with respect to their activities under this Agreement. Neither the making of this Agreement nor the performance of its provisions will be construed to constitute either party an agent, employee or legal representative of the other party, nor to this establish a joint venture or partnership.

10.13 Publicity. Neither party may make any public announcement or press release relating to the terms or the existence of this Agreement, nor use the other party's name or trademarks in any public communication, without the other party's prior written consent.

10.14 Assignment; Binding Effect. Neither party may assign this Agreement or its rights and obligations hereunder to any third party without the advance written permission of the other party; *provided*, however, that either party may assign this Agreement without such consent to (a) its corporate affiliate (existing as of the Effective Date) or (b) an acquiror of substantially all of its equity, business or assets. This Agreement will be binding upon and inure to the benefit of the parties and their respective parent, successors and permitted assigns.

10.15 Notices. Except as expressly otherwise provided herein, all notices, requests, demands and other communications under this Agreement must be in writing and will be deemed to have been duly given: (i) on the date of delivery if delivered personally to such party; (ii) on the date three (3) days after mailing if mailed by registered or certified mail; or (iii) on the next day if delivered by courier. All notices will be sent to the address for the applicable party set forth in the Commercial Terms, and, if to Getty Images, to "Attn: Legal Counsel".

10.16 Entire Agreement; Counterparts. This Agreement is intended for business customers of Getty Images and contains all the terms of the license agreement. No terms or conditions may be added or deleted unless made in writing and either accepted in writing by an authorized representative of both parties or issued electronically by Getty Images and accepted in writing by an authorized representative of Licensee. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other communication sent by Licensee, the terms of this Agreement shall govern. This Agreement may be executed in counterparts, which taken together will constitute a single agreement.

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