

500px, Inc.

CONTRIBUTOR AGREEMENT

This Contributor Agreement is being offered to you (“**you**” or “**Contributor**”) as a registered user of the Website by 500px, Inc., a Delaware Company, (“**Company**”) to license Selected Images in the Marketplace. By clicking the Submit button and submitting Images to Company, you agree to the below terms, and agree to permit Company to market, distribute and license Selected Images on a worldwide basis.

1. Definitions

- 1.1. “Website” means any 500px website utilized for the distribution, marketing and licensing of Images.
- 1.2. “Selected Images” means Contributor Images uploaded to the Website, submitted to the Website for sale on Marketplace, and subsequently selected by Company for licensing on the Marketplace.
- 1.3. “Marketplace” means Company’s website for the marketing, licensing and distribution of Images to customers.
- 1.4. “Consumer Products” means products where Images are reproduced on products that are sold by Company or Distributors to consumers, including without limitation, art prints, art decor, calendars, posters, prints, stationery and gift items.
- 1.5. “Distributor” means any affiliate, distributor or marketing entity with which Company enters into an agreement for the promotion and sub-licensing of Selected Images and/or Consumer Products.
- 1.6. “Images” means photographs, illustrations, drawings, vectors or other forms of digital images that appear on the Website, and shall include any associated keywords, metadata, tags, descriptions, copyright management information, credits and captions.
- 1.7. “Legal Action” means demands, claims, actions, suits or proceedings made by or on behalf of Company with respect to the unauthorized use of Selected Images.
- 1.8. “Net License Fees” means the gross license fees received by Company after deduction of currency conversion costs, sales tax, use tax or any other taxes or duties, bank transfer fees and Distributor royalties and commission, if applicable; and applicable charges for Consumer Products, including without limitation, shipping charges, insurance charges, printing charges, framing charges and similar expenses.
- 1.9. “Similar” means an Image that is identical or substantially similar to a Selected Image, including without limitation, an Image whose principal elements are depicted in a way that would cause an industry professional to believe they are substantially the same if they are compared side by side.

2. Submission and Removal of Images

- 2.1. If you receive notice from Company that it has chosen Images for possible licensing on the Marketplace, you will be asked to submit the Selected Images, and those Selected Images shall be subject to the terms of this Agreement. Selected Images may be submitted for either non-exclusive or exclusive licensing. Company may provide (and update from time to time) submission guidelines regarding the Image requirements for the Marketplace and you agree to comply with Company’s then current submission guidelines.
- 2.2. You may be asked to electronically submit model or property releases (collectively, “Releases”) associated with the Selected Images. Model releases are required if the Selected Images depict recognizable people, either by face or other identifying attributes and property releases are required if the Selected Images depict distinctive real or personal property. Releases must contain substantially the same terms as the sample releases that can be downloaded from Company at these Links: static.500px.com/docs/ModelReleaseForm.pdf and static.500px.com/docs/LocationReleaseForm.pdf. Company may provide redacted releases to its customers or third parties, in response to any threatened or asserted legal claim, or otherwise required by law.
- 2.3. Company will comply with Contributor’s written request to remove Selected Images from the Marketplace within 180 days of receiving such a request. Such a request must be accompanied by an electronic list (in a format acceptable to Company) of the Company image code(s) for the respective Selected Images to enable

Company to delete the respective Selected Image from the Marketplace. If Contributor requests an expedited removal of the Selected Image in writing because of legal concerns, Company will make a reasonable effort to comply with such a request. Company will request any Distributor remove such Selected Images, but Company shall not be responsible if a Distributor fails to remove Selected Images after receiving written notice from Company requesting removal.

- A. Nothing herein will require Company to cancel or amend any license in any Selected Image that was issued by Company prior to receiving a notice of removal from Contributor or before such Selected Image is removed from the Marketplace. Moreover, Company shall have the right to continue licensing any such Selected Image and using it for marketing, advertising or promotional purposes for a further period of ninety (90) days following the effective termination/removal date for such Selected Image, subject to all the terms of this Agreement, unless Contributor has requested removal of the Selected Image due to legal concerns. Company will notify Contributor if Company issued any exclusive licenses for Selected Images that Contributor wishes to remove and Contributor (or Contributor's representatives and agents) must not issue any licenses that conflict with the terms of such exclusive licenses.
- B. Company may remove Selected Images based on marketability, failing to comply with submission guidelines or for any reason at its sole discretion. Any Selected Image license granted issued prior to removal or termination of this Agreement shall remain valid in accordance with the terms of the Company's applicable Commercial License Agreement.

3. Copyright in Images

Contributor retains ownership and copyright in the Selected Images and Selected Images shall not be considered assets of the Company in the event of a voluntary or involuntary bankruptcy. Company recommends that Contributor registers its Images with the US Copyright Office (www.copyright.gov). While Company takes commercially reasonable steps to ensure that the rights of its Contributors are not violated by customers or other parties, Company has no obligation to pursue legal action against any alleged infringer of any rights in and to any Selected Images.

4. Credit, Metadata and Moral Rights

Contributor acknowledges that customers may not credit Contributor as the owner of the Selected Images licensed by Company and Company may be associated with Images as the source of the collection of Images so long as customers comply with Company's applicable Commercial License Agreement. In addition, metadata may be altered, removed, added to, without any liability to Company, its Distributors or customers. Contributor specifically waives any moral rights (and any similar rights) with respect to the Selected Images to the extent permitted by law, and if no waiver is permitted, Contributor agrees not to enforce the right against Company, its Distributors and their customers.

5. Grant of Rights

- 5.1. Subject to this Agreement, Contributor grants Company either an exclusive or a non-exclusive license to market, sell and distribute Selected Images throughout the world, either itself or through using the service of Distributors, and to reproduce, distribute, publish, transmit, broadcast, display, exhibit, adapt, crop, modify, recast or enhance, any Selected Image, alone or in combination with any other material, in any media or embodiment, now known or later developed, for any lawful purpose, including the right to distribute and sell Consumer Products.
- 5.2. In the event Contributor elects to submit Selected Images to Company on an exclusive basis, Contributor agrees to not license or distribute the Selected Images or any Similar to any other party (until the exclusivity expires). Contributor may use any Selected Image or Similar submitted for personal, non-commercial purposes, such as portfolio, exhibition, single photographer publication, fine art prints, personal website and self-promotion, but Contributor must refer any licensing requests for Selected Images or Similar to Company.
- 5.3. During the term of this Agreement, Contributor grants Company and its Distributors, the right, but not the obligation, to use Contributor's name, trademarks and trade names and the right to reproduce, display, transmit, broadcast and adapt any Selected Image to promote, advertise and market Company, and its Distributors; and Contributor agrees that no compensation or further consent is required for such use. Marketing may include the use of Selected Images on social networking sites. Additionally, the rights granted herein will include the right to use Selected Images as necessary to test or evaluate any technologies, systems, or processes that Company or its Distributors may use to fulfill its obligations and exercise any rights granted under this Agreement.

- 5.4. Right to Commence Legal Action. Provided Contributor has elected to grant Company exclusive rights in Section 5.1, Contributor grants Company the exclusive right, at its expense, to determine in its sole and reasonable discretion, without obligation, if and when any Legal Action shall be pursued with regard to the Selected Images, and to defend claims and counterclaims related to the Selected Images. Company shall have complete discretion regarding its choice of attorney in any Legal Actions. Any settlement or resolution of a Legal Action shall not be subject to Contributor's prior approval; however Company shall not enter into any settlement or resolution that shall impair Contributor's ownership or copyright in the Selected Images. Contributor agrees to cooperate with Company in any Legal Action, providing, if requested, all reasonable assistance to Company. Contributor agrees to be named in and being joined in as a party to any proceeding in connection with any Legal Action or defense of any legal claim. If Company declines to bring a Legal Action, Contributor retains the right to bring an action in its own name, at its own expense. In the event of any recovery by Contributor in its own legal action involving a Selected Image, whether through settlement, adjudication or otherwise, Contributor shall pay Company the same percentage as Company would receive under Paragraph 8.1 after payment of all reasonable costs, expenses, expert witness fees and attorneys' fees.

6. Licensing Terms

Company (and its Distributors) shall have complete and sole discretion regarding the terms, conditions and pricing of Selected Images licensed to customers without the need for any consultation with Contributor. Company and its Distributors may enter into licensing arrangements for a quantity of Images, and may need to calculate royalties based on a ratio of Contributor Images licensed to the total number of Images licensed.

7. Term and Termination

- 7.1. This Agreement shall continue in effect until terminated by either party by providing the other party with thirty (30) days' written notice.
- 7.2. In addition, either party may terminate immediately by giving the other party written notice of termination, if the other party fails to cure any breach of or default under this Agreement within thirty (30) days after it receives written notice of such breach or default. Either party may terminate this Agreement immediately if the other party becomes insolvent, or is subject to bankruptcy proceedings.
- 7.3. Subject to Section 2.3 of this Agreement, upon termination of this Agreement Company will remove Contributor's Selected Images from the Marketplace within sixty (60) days, and will inform its Distributors to remove the Selected Images provided; however, Company (and Distributors) may retain digital copies of Selected Images for archival and record-keeping purposes.
- 7.4. Company will continue to make payments due to you in accordance with Section 8 of this Agreement.

8. Compensation and Reporting

- 8.1. On a monthly basis, Company shall remit to Contributor the following percentages of Net License Fees Company receives from the licensing of Contributor's Selected Images:
- a. For Selected Images submitted for exclusive licensing, Company shall remit to Contributor (i) Sixty Percent (60%) of Net License Fees Company receives from the licensing of Contributor's Selected Images for Standard Licenses; and (ii) Forty Percent (40%) of Net License Fees Company receives from the licensing of Contributor's Selected Images for Extended Licenses. The criteria for Standard and Extended Licenses is set forth in the Company's License Agreement, a current version of which can be found at static.500px.com/docs/commercial_licensing_agreement.pdf.
 - b. For Selected Images submitted for non-exclusive licensing, Company shall remit to Contributor Thirty Percent (30%) of Net License Fees Company receives from the licensing of Contributor's Selected Images.
- 8.2. All payments shall be made in U.S. Dollars. Company will use commercially reasonable efforts to pay Contributor no later than fifteen (15) business days following the end of the reporting month in which your account has accrued a minimum balance of US\$ 50.00. Contributor may elect to receive payments through an online payment processor or by check. Company's payment to such processor shall fulfill its obligation to make payments to Contributor.

- 8.3. Company shall provide Contributor's statement of Net License Fees on the Contributor's Account Page. Contributor is solely responsible for maintaining updated contact information with Company. In the event Company is unable to contact Contributor or remit Net License Fees to Contributor for a period of twelve (12) months, Company may, in its sole discretion, terminate the Agreement and remove Contributor's Selected Images.
- 8.4. In the event that a refund of a payment received or accrued from a third party is required, Company is specifically authorized to deduct the Contributor's share of this overpayment from any subsequent amount due the Contributor.
- 8.5. Contributor is responsible for completing any necessary IRS forms in order to receive payment. A "US Person" (as defined by the IRS) must submit a completed IRS Form W-9 to Company. A "Foreign Person" (as defined by the IRS) must submit a completed IRS Form W-8 to Company in order to claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty. Company shall deduct any amounts from the compensation that it is legally required to deduct.

9. Contributor Representations and Warranties

Contributor represents and warrants to Company that:

- a. Contributor, if an individual, is at least 18 years of age, and has the full power and authority to enter into this Agreement and perform its obligations hereunder;
- b. Contributor is the sole and exclusive owner (including copyright) in the Selected Images, or is the authorized representative of the applicable copyright owner(s) of the Selected Images;
- c. the Selected Images:
 - i. are original and do not infringe on, violate or misappropriate any third party copyright, trademark, rights of privacy, publicity, moral rights;
 - ii. do not defame any third party;
 - iii. are not pornographic or obscene;
 - iv. do not violate any other third party right or applicable law or regulation;
- d. Contributor has not granted to any third party any rights or interest in any Selected Image that conflicts with any of the rights granted to Company under this Agreement;
- e. any caption information, keywords, metadata, copyright management information or other information submitted with the Selected Images is relevant, accurate and complete, and does not contain false or misleading information, and it complies with Company's applicable submission guidelines;
- f. a valid Release, either model/and or property, has been obtained where necessary and appropriate for each Selected Image and Company may use such Selected Images without obtaining any additional consents or permissions or the payment of additional fees to any third parties;
- g. the Selected Images contain no viruses, spyware, Trojan horses, time bombs, or other similar harmful or deleterious programming routines or code; and
- h. by entering into this Agreement, Contributor is not violating any agreement with any third party.

10. Company Warranties

Company represents and warrants that:

- a. it has the full right and authority to execute and perform its obligations under this Agreement according to its terms;
- b. it shall use commercially reasonable efforts to market and license Selected Images; and

- c. it shall not knowingly license an Image for any pornographic, defamatory, libelous, or otherwise illegal use.

11. Indemnification

- 11.1. Contributor agrees to indemnify and to hold Company and its officers, directors, employees and agents harmless from any claims, liabilities, losses and damages (including reasonable attorneys' fees and expenses) arising from any breach by Contributor of any representation or warranty, or any failure to perform any covenant or agreement under this Agreement. Contributor agrees that Company may retain any amounts due to Contributor under this Agreement to the extent that Company is owed any sum under this Section 11.1. Notwithstanding the foregoing, Contributor will not have any liability for costs arising solely and directly from:
 - i. any addition to or change, omission or deletion by Company of information supplied by the Contributor; or
 - ii. use of any Selected Image by Company in a manner not permitted by the terms of this Agreement.
- 11.2. Company shall indemnify and hold Contributor and, if it has them, its officers, directors, employees and agents harmless from any claims, liabilities, losses and damages (including reasonable attorney's fees and expenses) arising from any breach by Company of any representation or warranty, or any failure to perform any covenant or agreement under this Agreement.

12. Disclaimer of Warranties

THE WEBSITE, THE MARKETPLACE AND THE SERVICES PROVIDED BY COMPANY ARE PROVIDED ON AN "AS IS" BASIS. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY MAKE NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; THAT THE WEBSITE AND THE MARKETPLACE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR.

13. Limitation of Liability

COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO SELECTED IMAGES OR MATERIAL SUBMITTED TO COMPANY AND CONTRIBUTOR SHOULD MAINTAIN ITS OWN BACKUP FILES FOR ANY SELECTED IMAGES SUBMITTED TO COMPANY. COMPANY'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN TORT, NEGLIGENCE, CONTRACT, OR OTHERWISE) FOR ANY CLAIM ARISING UNDER THIS AGREEMENT, THE USE OF SELECTED IMAGES PROVIDED TO COMPANY OR THE USE OF THE WEBSITE SHALL NOT EXCEED THE FEES COLLECTED BY COMPANY FOR THE SELECTED IMAGES THAT IS THE SUBJECT MATTER OF THE CLAIM. CONTRIBUTOR ACKNOWLEDGES THAT THE COMPANY WILL NOT BE RESPONSIBLE FOR THE MISUSE OF THE SELECTED IMAGES BY THIRD PARTIES.

NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, EXCLUDING ANY CLAIM FOR INDEMNIFICATION UNDER SECTION 12 OF THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

14. General Provisions

- 14.1. Confidentiality Obligation. During the term of this Agreement and for as long after its expiration or termination as either party possesses any confidential information, each party agrees to not disclose any Confidential Information of the other party to any third party or use any of the Confidential Information except as necessary to perform that party's obligations under this Agreement. Confidential information includes but is not limited to information concerning marketing plans, financial results, pricing schedules, product lines, product plans, proprietary technology, research information, practices, trade secrets, and any and all other information as deemed confidential by the disclosing party which is not generally known to the public.
- 14.2. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties' heirs, executors, administrators, successors, and permitted assigns. Company may assign its rights and obligations under this Agreement including without limitation, any assignment resulting from any corporate reorganization,

merger, sale of substantially all the assets to which this Agreement relates. Contributor's obligations under this agreement are personal and may be assigned only with Company's prior written consent; however, Contributor's right to receive payment may be assigned without Company's prior consent.

- 14.3. Relationship of the Parties. Nothing in this Agreement will constitute the relationship of an employer and employee, a principal-agent, partnership or a joint venture between Company and the Contributor. Contributor is responsible for obtaining and maintaining all applicable business licenses and insurance, and for timely payment of all income, payroll, and employment-related taxes, including without limitation all unemployment, workers compensation, income tax withholding, social security, and any other taxes of any nature.
- 14.4. Notices. All checks and other hard copy material shall be sent to Contributor by Company in accordance with this Agreement by mail to the Contributor's address set out in this Agreement. Other notices to be served in accordance with this Agreement may be served by email, or by mail, at the election of Company. However, email shall be the predominant source of communication. The Contributor and Company agree to notify each other promptly of any change in their email or mail address for the purpose of notification pursuant of this Agreement.
- 14.5. Controlling Law and Venue. This Agreement shall be interpreted in accordance with the laws of the province of Ontario and the applicable laws of Canada, without reference to any laws relating to conflicts of law. The Parties agree to submit to the exclusive jurisdiction of the provincial and federal courts located in Toronto, Ontario, Canada. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.
- 14.6. Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law, or so held by applicable court decision, such enforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event such provision shall be changed and interpreted so as to best accomplish the objectives of such provision.
- 14.7. Waiver. No express or implied waiver by either party of any provision of this Agreement or of any breach or default of the other party shall constitute a continuing waiver, and no waiver by either party shall prevent such party from enforcing any and all other provisions of this Agreement or from acting upon the same or any subsequent breach or default of the other party.
- 14.8. Entire Agreement. This Agreement together with 500px.com/terms incorporates the entire understanding of the parties concerning the subject matter contained herein and merges all prior and contemporaneous communications. No action of Company, other than the express or written waiver or amendment, may be construed as a waiver or amendment of this Agreement.
- 14.9. Modification. All notice of changes to this Contributor Agreement will be posted on the Website for thirty (30) days. Modifications may include, but are not limited to, changes to the payment procedures. All such modifications will take effect thirty (30) days following of notice to Contributor and/or posting on the Website, unless Company indicates otherwise.