David Horvitz's
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Last updated: May 2012

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10.3 Withdrawal. Upon notice from Getty Images, or upon Licensee’s knowledge that any Licensed Material may be subject to a claim of infringement of another’s right for which Getty Images may be liable, Getty Images may require Licensee to immediately and at its own expense: (i) stop using the Licensed Material; (ii) delete or remove the Licensed Material from its premises, computer systems and storage (electronic or physical); and (iii) ensure that its clients do likewise. In addition, Getty Images shall provide Licensee with comparable Licensed Material (which comparability will be determined by Getty Images in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement.

10.4 Governing Law/Arbitration. This Agreement will be governed in all respects by the laws of the State of New York, U.S.A., 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 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. 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 limitation, any arbitration proceeding shall be commenced within two years of the
acts, events, or occurrences giving rise to the claim.

10.5 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.

10.6 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 on any one occasion will not be construed as a bar to or waiver of rights or remedies on any
other occasion.

10.7 Entire Agreement. This Agreement is intended for business customers of Getty Images and contains all the
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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.

10.8 Taxes. All License Fees are exclusive of any applicable sales, use, withholding or other transactional taxes,
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10.9 Getty Images Licensing Company. The licensing entity under this Agreement shall be determined by the
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