

CONTRIBUTOR LICENSE AGREEMENT

This Contributor License Agreement (the "**Agreement**") is a legally binding, non-exclusive agreement between Haystack, LLC ("**Haystack**") and any member intending to submit data or materials to Haystack ("you"). The Agreement describes and controls your legal relationship with Haystack, the rights you are granting to Haystack in any Content (defined below) submitted by you to Haystack, and the uses Haystack may make of the Content. If you are a corporation or other entity or a minor, please contact Haystack directly as you may be subject to further requirements. For the exclusive Contributor License Agreement, go to the Haystack contributor enrollment website.

BY EXECUTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ENTIRE AGREEMENT, THAT YOU UNDERSTAND IT AND ITS TERMS AND CONDITIONS, AND THAT YOU AGREE TO BE LEGALLY BOUND THEREBY.

IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION TO UPLOAD CONTENT TO THE HAYSTOCK SITES OR OTHERWISE SUBMIT CONTENT TO HAYSTOCK. IN SUCH CASE, PLEASE DO NOT SUBMIT ANY CONTENT TO HAYSTOCK VIA THE HAYSTOCK SITES OR OTHERWISE.

1. Overview.

(a) Haystack operates an online marketplace for stock media. Haystack's customers pay a fee to license content from the Haystack websites (collectively, the "**Haystack Sites**"). Upon accepting the terms of this Agreement, you may make Content available to Haystack by following the "upload" procedures identified by Haystack from time to time. Each upload of Content will be governed by the terms of this Agreement.

(b) "**Content**" means any and all original works of authorship submitted by you to Haystack, including but not limited to photographs (including 3D renders), images, illustrations, vectors, raster files, animations, moving images, videos, films, audiovisual works and other material, together with any associated keywords, metadata, titles, and other information, documents or software relating to the same.

(c) By submitting Content to Haystack, you grant Haystack certain rights in and to such Content. If you do not wish to grant Haystack such rights, do not submit content to Haystack.

(d) Haystack will have the right, but not the obligation, to license all Content through any of Haystack's brands and platforms to its customers for use in perpetuity in accordance with license agreements entered into by Haystack ("**Licenses**").

(e) This is a lengthy document and contains many important provisions that affect your rights and obligations. Read this Agreement carefully before accepting. We encourage you to print a copy of the Agreement for your records.

2. Ownership of Content. All title and ownership rights (including all copyrights and other intellectual property rights) in all Content remain with you, and nothing in this Agreement shall be construed as a transfer of copyright to Haystack, subject to the licenses granted to Haystack and Haystack's sublicensees. However, by submitting Content to Haystack, you expressly waive any artists' authorship rights and any droit moral that you would otherwise have under the laws of any State, the United States Copyright Act or similar laws of any jurisdiction, so that Haystack's customers

may use your Content in accordance with the Licenses issued by Haystack. Notwithstanding this Section 2, Haystack is the exclusive owner of any derivative works created by or for Haystack in exercising its rights under Section 3(b). You agree to assign and hereby do assign any and all right, title, and interest that you may have in any such derivative works (including but not limited to all copyrights, patent rights, moral rights, and other intellectual property rights) and will reasonably cooperate with Haystack, at Haystack's reasonable expense, in confirming Haystack's ownership therein.

3. License Grant.

(a) You hereby appoint Haystack as a non-exclusive distributor to license and sublicense the Content to third parties worldwide and to collect and remit funds in connection with those endeavors in accordance with the terms of this Agreement. By submitting Content to Haystack, you grant Haystack a ~~worldwide, non-exclusive license to:~~

Deleted: perpetual,

(i) promote, market, use, display, copy, reproduce, analyze, categorize, compile, archive, broadcast, transmit, crop, modify, alter, and distribute the Content for any reasonable business or educational purpose;

(ii) grant perpetual, worldwide, non-exclusive sublicenses in the Content (in any and all media now in existence or that may in the future be introduced) to Haystack's customers to permit such customers to download, use, display, post, transmit, and print the Content; and

(iii) use your name and display name in connection with Haystack's marketing and promotional activities for the Content.

For the avoidance of doubt, "any reasonable business or educational purpose" as used in Section 3(a)(i) includes, without limitation, using such Content to optimize the performance and operation of Haystack's platform and services, using the Content for Haystack's own promotional efforts or for the promotion of the Haystack Sites or the Content, and using such Content to develop new features and products, and no compensation shall be due to you for use of the Content for such internal business purposes. Licenses for any Content sublicensed to customers by Haystack will be at a price and under terms determined solely by Haystack. Haystack, in the exercise of its discretion, may refrain from exercising any or all of the rights granted in this Section without any liability to you.

(b) Content may be included in one or more content collections made available for licensing or distribution by Haystack (each a "**Collection**"). Haystack will determine, in its sole discretion, the Collection and can move and license Content through a Collection on notice to you. For Content included in a Collection, the royalties payable to you shall be as set out in the Contributor Royalty Guidelines available through the Contributor Portal.

4. Contributor Accounts.

(a) You shall provide true and complete information relating to your Haystack contributor account and Content, including without limitation true and accurate information relating to the date, location, and equipment used in connection with creation of the Content and identification documents that belong to you and include your full legal name. You are solely responsible for the access to and use of your contributor account and any access to or use of the Haystack Sites in connection therewith. You shall maintain the confidentiality of your passwords and login information. Haystack has no obligation to verify the identity of any person who gains access to your

contributor account using your login and password, and Haystock is authorized to accept your login and password as conclusive evidence that you wish to upload Content pursuant to this Agreement. Haystock has no liability or responsibility to monitor the provision of Content under your contributor account.

(b) By opening a Haystock account, you expressly consent to the Haystock Privacy Policy, the terms of which are incorporated herein and govern Haystock's collection, processing, storage and transfer of Content and other data submitted by you, including data relating to you, your account, your Content and other information that identifies, relates to, describes, or could reasonably be linked or used (directly or indirectly) to identify, contact, or locate you or your household ("**Personal Data**"). You agree that your Personal Data may be collected, processed, stored, and transferred to jurisdictions other than your home jurisdiction and consent to the same. Haystock will only use and retain your Personal Data in accordance with the terms of this Agreement and to the extent required to exercise its rights and fulfill its obligations hereunder.

(c) Haystock has the right to refuse to establish an account or to close any existing account for fraud, intellectual property infringement, violation of a third party's rights (including those of privacy or publicity), artificially inflating downloads, submission of material that is obscene in nature, violent or that might be construed as defamatory, failure to comply with Haystock's guidelines as may be amended from time to time, for breach of the terms of this or any other Agreement you have with Haystock, or for convenience.

(d) Haystock will terminate your account no later than 90 days following its receipt of a written request from you. For the sake of clarity, termination of your contributor account does not terminate this Agreement; any Content provided to Haystock before the termination of your account is effective can remain available for license by Haystock customers in Haystock's sole discretion, provided Haystock continues to pay you royalties in accordance with Section 8. Notwithstanding the foregoing, if you wish to remove one or more items of Content from Haystock's content library such that the Content is no longer sublicensable to customers, within 30 days of terminating your contributor account, you may submit a written request to Haystock that identifies the items of Content with specificity, and Haystock will work with you to determine a mutually acceptable timeline for the deletion of such Content from the Haystock content library.

(e) If your contributor account is terminated for any reason, you must obtain written authorization from Haystock prior to establishing another account. You may not have more than one active contributor account at any time without the written consent of Haystock in each instance. You may not submit identical Content to more than one account without the prior written consent of Haystock.

5. Content.

(a) You must adhere to Haystock's policies and procedures in connection with uploading Content to the Haystock Sites. Haystock does not and cannot review all Content uploaded to the Haystock Sites and is not responsible for the content, quality, or consequences of your uploading such Content. Notwithstanding the foregoing, Haystock has the right to accept, refuse to accept, delete, remove, or edit any Content or communication at any time and in its sole discretion. Further, Haystock reserves the right to reinstate any previously accepted Content that was later removed by a Haystock administrator at any time, for any reason unless that Content is deleted from the Haystock content library pursuant to Section 4(d). Haystock has the right, but not the obligation, to correct any errors or omissions in any Content as it may determine in its sole discretion.

(b) **You acknowledge that the Content you provide pursuant to this Agreement may, subject to Haystack's acceptance, be purchased or licensed by customers of the Haystack Sites with the intention that they will adhere to the terms of the applicable Licenses.** Notwithstanding the foregoing, given the exigencies of the stock photography business and the prevalence of royalty-free content, Haystack cannot take responsibility for the compliance by purchasers and licensees of the terms of the Licenses. You acknowledge the possibility of Content being used in a manner that is not contemplated in this Agreement, and you agree that notwithstanding any rights you may have to pursue the licensees of such Content at law, Haystack shall have no liability to you or any third party for any breach by a licensee of the terms of any License. Haystack will use commercially reasonable efforts to assist in the protection of your intellectual property rights, at your request and expense. Licenses issued by Haystack for any Content that is later removed from the Haystack Sites will remain in full force and effect in perpetuity. Haystack will not knowingly license Content for use: (1) in contexts that are pornographic, defamatory or deceptive, or (2) in a manner that are libelous, obscene, or illegal in nature.

(c) Haystack may advertise and market your Content on social media platforms and similar sites and the applications related thereto.

6. Releases.

(a) You will provide model releases executed by the relevant individuals for all Content you contribute to Haystack that contains an identifiable face or identifiable human figure or other identifiable attribute including, without limitation, voice, appearance, or likeness. You will also provide valid and accurate property or trademark releases to Haystack executed by the relevant right holders for all Content that contains third party trademarks or copyrighted material (*e.g.*, and without limitation, sound recordings, music, or lyrics). All releases will be electronically delivered to Haystack with the Content and subsequently thereafter upon Haystack's request.

(b) You are solely responsible for retaining all original releases and maintaining complete and accurate release records.

(c) The submission of falsified, inaccurate or otherwise defective releases is a material breach of this Agreement. Releases submitted by you will be in substantially the form of the Haystack releases located in the Haystack Contributor Portal (the "**Haystack Form Releases**"), will permit the broad use (including commercial use) of the Content by Haystack and its customers, and will not contain any terms inconsistent with the Agreement nor any restrictions not contained in the Haystack Form Releases.

(d) Haystack may furnish copies of executed releases to customers, as necessary, in responding to any potential or actual legal action, to comply with applicable laws, regulations or union reporting requirements, or for any other reason Haystack deems reasonable in its sole discretion.

7. Content Submission Guidelines and Intellectual Property.

(a) You must own or control the copyright to all Content. This means that you cannot submit work obtained from other sources (*e.g.*, online image search results or websites), or incorporate such work into your Content submissions, unless you have express permission and the complete rights to do so.

The submission to Haystack of any Content or any other material (via upload to a Haystack Site or otherwise) that violates any applicable law or infringes any rights of a third party, including without limitation any patent rights, trademark rights, copyright, trade secret, right to privacy, and right to publicity, is strictly prohibited.

Public domain content cannot be submitted under any circumstances. By submitting Content, you represent and warrant that you: (1) own and will retain all proprietary rights or are the authorized representative of the applicable copyright owner(s) of such Content, (2) have the full power to grant the rights in such Content contemplated in this Agreement, and (3) have not granted and will not grant any rights or licenses to any Content or any other intellectual property or technology that would conflict with this Agreement.

(b) You will not embed your own watermark, trademark, website name, or copyright notice in your Content. Haystack will apply its own watermark when your Content is accepted and published to a Haystack Site.

(c) You may not submit content created in a manner that violates human rights, including without limitation activities such as debt bondage, forced labor, child slavery, or other oppressive practices. By submitting Content to Haystack, you represent the Content was created in adherence with all local laws, rules, and regulations.

(d) Haystack shall use reasonable efforts to credit you as the source of Content made available to Haystack's customers or otherwise publicly displayed, but Haystack shall have no liability for lack of such credit. You irrevocably waive any objections you may have if you are not credited as the creator of the Content, as well as to any objections you may have regarding the Content being modified, used in connection with sensitive topics, or used or modified in ways that may be controversial or unflattering.

8. Compensation and Taxes

(a) **Royalties.** Haystack will pay you a royalty for each unique download of Content for which Haystack receives payment pursuant to the applicable, then-current royalty rates, accounting period, and payment terms set forth on the Contributor Royalty Guidelines posted in the Contributor Portal, which are incorporated herein. If a customer downloads the same item of Content more than once, you will be paid once only.

(i) There is a minimum payout rate per accounting period of \$100.00 USD (the "**Payout Minimum**"). If, during an accounting period, you have not reached the Payout Minimum or provided Haystack with a valid electronic payment account, your compensation will be rolled over into the next accounting period. For clarity, you shall have no right to any earnings accrued until such time as the applicable Payout Minimum is reached.

(ii) If your account is terminated for a breach of the terms of this Agreement, in addition to any other rights or relief to which Haystack may be entitled, Haystack will have the right to retain any royalties and other compensation otherwise payable to you hereunder as liquidated damages. You acknowledge and agree these liquidated damages are not an unlawful penalty, you irrevocably waive the right to argue that the liquidated damages are unreasonable or an unlawful penalty, and you agree that these liquidated damages are

reasonable tied (to the extent possible) to the damages Haystack will incur as a result of your breach of the Agreement.

(iii) You may not use the Haystack service as a means of transferring your Content to a single customer or to a small number of customers, nor may you download your own Content. Such activity constitutes a material breach of this Agreement.

(iv) Haystack may recoup royalties paid to you in connection with refunds issued by Haystack by deducting applicable royalties credited to your account. Credit card chargebacks will be treated in the same manner as refunds. If Haystack makes an overpayment of royalties or other compensation to you for any reason (including, without limitation, as a result of fraud), Haystack will have the right to deduct the amount of such overpayment from your accrued royalties, demand the immediate repayment of such overpaid royalties or other compensation, or (if applicable) reverse the funds paid to you.

(v) Royalty payments based on a percentage of sales price will be based on the sales price actually received by Haystack and calculated after making any necessary deductions for any refunds, cancellations, previous overpayments, and any taxes, levies, imposts, duties, currency exchange costs, or other similar charges that are imposed on the payments received by Haystack.

(vi) If you receive your royalty payments through an online payment processing service (e.g., Paypal or Venmo), you will not share your online payment processing service with another Haystack contributor; Haystack's obligation to make payment to you under this Section shall be fulfilled by making payment to the online payment processing service designated by you.

(b) Taxes.

(i) If you are a "US Person" as the term is defined by the Internal Revenue Service ("**IRS**"), a current, signed and completed IRS Form W-9 must be submitted to Haystack for Haystack to make payments to you. A W-9 is used to certify under penalty of perjury that your tax identification number is correct and that you are not subject to backup withholding taxes.

(ii) If you are a "Foreign Person" as the term is defined by the IRS, a current, signed, completed and appropriate IRS form W-8 must be submitted to Haystack for Haystack to make payments to you. Foreign persons might be subject to United States (U.S.) income tax on income they receive from U.S. sources and Haystack may be required to withhold appropriate taxes thereon, but you may be eligible to claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the U.S. has an income tax treaty.

(iii) If your status as defined in Section 8(b)(i) or 8(b)(ii) above, or any information you provided in the W-8 or W-9 Forms changes, you are obligated to promptly notify Haystack and, until we receive valid notice, we will continue to rely on the information in our files in determining your tax status for our purposes and the applicability of U.S. withholding tax.

(iv) Haystock is not an accounting firm nor does Haystock provide any tax advice. You must consult with your own tax professional in determining your particular tax liabilities and you will not rely on anything in this Section 8(b) as tax advice.

9. Confidentiality.

(a) By creating a contributor account with Haystock or submitting any Content to Haystock, you acknowledge that you will acquire or become aware of certain confidential and proprietary information of Haystock, including but not limited to (i) information regarding Haystock's business model and operations, (iii) data, information, documents, software and materials relating to the business and management of Haystock, (ii) information regarding Haystocks' customers, (iv) customer- and industry-specific shooting schedules, instructions, and requests relating to content, and (v) industry-specific content tagging methodologies (collectively, the "**Confidential Information**").

(b) You will: (i) protect the secrecy of the Confidential Information using the same degree of care you accord your own confidential information, which in no event will be less than a reasonable degree of care; (ii) not disclose the Confidential Information to any third party other than your representatives, attorneys, accountants, auditors, and advisors that have (1) a bona fide need to know the Confidential Information for performing your obligations or exercising your rights under this Agreement; (2) been advised of the confidential nature of the information; and (3) been legally obligated in writing under nonuse and confidentiality restrictions substantially similar to, and no less stringent than, those contained in this Section 9; (iii) not use the Confidential Information except to perform supply Content to Haystock pursuant to this Agreement; (iv) not publish, copy, duplicate, or reproduce, in whole or in part, any of the Confidential Information; or (v) not use the Confidential Information in any manner that is adverse to Haystock or Haystock's interests.

(c) You acknowledge that the use or disclosure of the Confidential Information in violation of this Agreement may give rise to irreparable injury to Haystock, inadequately compensable in monetary damages. Accordingly, in addition to any other legal or equitable remedies that may be available, Haystock is entitled to seek equitable relief, including an injunction and specific performance, in the event of a breach or threatened breach of this Section by you.

(d) Immediately upon termination of your contributor account or upon Haystock's request, you will destroy any and all of the Confidential Information, including any copies thereof (in any media), in your or your agents' possession or control including, without limitation, purging any electronic media containing Confidential Information in your electronic mail or computer systems. Within 10 business days of receiving Haystock's request, you will certify in writing to Haystock that you have complied with the terms of this Section 9. Your obligations under this Section 9 will survive for as long as the Confidential Information is in your possession or control and, for Confidential Information comprising trade secrets, for as long as such information remains confidential (but you will not be relieved of your obligations hereunder if such information loses its confidential nature by or through any act or omission by you).

10. Additional Representations and Warranties. You represent and warrant that you:

(a) are at least 18 years of age and otherwise have the legal capacity and authority to enter into this Agreement and fully perform your obligations hereunder;

(b) will comply with all applicable laws, including without limitation the Foreign Corrupt Practices Act and the U.K. Bribery Act, and are not on the US Department of Treasury's List of Specially Designated Nationals;

(c) if the Content consists in whole or in part of design elements, fonts, clipart, sprites, vectors, brush tools and the like that are included in design programs (e.g., Photoshop, Daz, Illustrator), the end user license agreement, terms of service or the equivalent license held by you permits you to incorporate such elements in Content created by you and to license such Content to Haystock for the purposes set forth herein;

(d) the Content is neither obscene nor defamatory, does not violate any applicable laws or regulations, and does not infringe the copyright or other rights of any third party, including without limitation trademark rights and the rights of privacy and publicity;

(e) there is no suit action or claim or other legal or administrative proceeding now pending or threatened that may directly or indirectly affect the Content or may in any way impair the rights granted by you hereunder;

(f) no portion of any Content contains any disabling mechanism or protection feature designed to prevent its use, copying or enjoyment in the manner contemplated in this Agreement, and all Content will be free of any virus, worm, lock, or other mechanism or device that may be used to modify, delete, damage or disable the Haystock Sites or the Content or any other hardware or computer system, or which would otherwise render inaccessible or impair the use of the Content or the Haystock Sites in any way;

(g) all Content will include all necessary descriptive information to enable its effective marketing on the Haystock Sites, such descriptive information will be complete and accurate in all material respects, and will not include false, misleading or inapplicable metadata intended to or which has the effect of keyword "doping" or improperly altering search results that would otherwise be applicable to such Content;

(h) the Content has not been obtained in any unlawful manner, whether civil or criminal, and is not subject to any applicable accreditation terms or access condition that might be breached by the Content being used by Haystock or its customers as contemplated under this Agreement; and

(i) you will not transmit unsolicited emails or engage in so-called "spamming" to publicize or promote your relationship with Haystock or the sale of your Content.

In addition to any other available remedies, if you breach this Section 10, Haystock may immediately terminate this Agreement. You further agree to forfeit any royalties earned by you in connection with your misconduct.

11. Indemnification.

(a) You will indemnify and defend Haystock, its affiliates, directors, officers, and employees, from and against any and all claims, losses, actions, judgments, damages, costs, liabilities, and expenses (including reasonable attorneys' fees, court costs, and related legal expenses) arising from or in connection with one or more or all of the following: (i) any use or alleged use of the Haystock Sites, your contributor account, or the provision of Content under your account by any person,

whether or not authorized by you; (ii) any breach or alleged breach by you of this Agreement; and (iii) any allegation that the Content infringes any copyrights, trade secrets, trademarks, right of privacy, right of publicity or other intellectual or property rights of any third party.

(b) Haystack reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you will cooperate with Haystack's defense of such claim.

12. Copyright Infringement Claims.

(a) You grant Haystack the right and authority to take such steps as Haystack deems commercially reasonable to protect Haystack's rights in the Content. If you believe that a Haystack license to your Content is being misused, you shall take no action against a Haystack licensee without providing notice of such misuse to Haystack in writing and receiving Haystack's prior written consent to such action. If you would like to submit a notification of alleged infringement for Content to Haystack, please send such notice to the appropriate contact details set forth in the then-current Notice Instructions available through the Contributor Portal which are incorporated herein in their entirety (the "**Notice Instructions**"). While Haystack takes commercially reasonable steps to ensure that the rights of its contributors are not violated by customers or other parties, Haystack has no obligation to pursue legal action against any alleged infringer of any of your rights in and to any Content.

(b) If Haystack receives a complaint about your Content, Haystack may suspend access to such Content and terminate your account. If you knowingly or repeatedly submit false copyright infringement claims and takedown notices to Haystack, Haystack reserves the right to disable or delete your account with no further notice to you.

13. Haystack Trademarks. "**Trademark**" and variants of the term mean all common law or registered trademarks, logos, trade names, Internet domain names, and other indications of origin used by Haystack now or in the future. Nothing in this Agreement grants or shall be construed to grant you any rights to use the Haystack Trademarks. Without first obtaining Haystack's written consent in each instance, you will not: (a) use or adopt any Haystack Trademark (or any variant thereof including misspellings) in any manner, including without limitation as part of a domain name, as part of a blog name or social media handle or channel, or as a metatag, keyword or any other type of programming code or data; (b) contest or otherwise challenge (*e.g.*, in any legal action or otherwise) Haystack's Trademarks or the Trademark rights claimed by Haystack; (c) copy, imitate, or use, in whole or in part, the look and feel of the Haystack Sites, including all page headers, custom graphics, button icons, and scripts; or (d) frame or hotlink to the Haystack Sites or to any item of Content other than your own. All rights in and to the Haystack Trademarks not expressly granted to you hereunder are reserved by Haystack.

14. Disclaimers and Limitation of Liability.

(a) THE HAYSTACK SITES, INCLUDING ANY CONTENT CONTAINED THEREIN, ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. HAYSTACK DOES NOT REPRESENT OR WARRANT THAT: (i) THE HAYSTACK SITES OR ANY CONTENT WILL BE MADE AVAILABLE FOR SALE OR LICENSE OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE; OR (ii) THAT THE HAYSTACK SITES OR

ANY CONTENT AVAILABLE FOR DOWNLOADING THROUGH THE HAYSTOCK SITES WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. You irrevocably consent to all the potential uses of your Content contemplated by this Agreement and have no right to demand any particularized compensation arising from any individual or aggregate usage.

(b) YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE HAYSTOCK SITES INCLUDING WITHOUT LIMITATION ANY OF THE CONTENT OR INFORMATION CONTAINED THEREIN.

(c) IN NO EVENT SHALL HAYSTOCK OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AGENTS OR LICENSEES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR COVER WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE HAYSTOCK SITES, THE CONTENT OR ANY PART, USE, OR NONUSE THEREOF, TERMINATION OF YOUR CONTRIBUTOR ACCOUNT, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF HAYSTOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

(d) HAYSTOCK'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT OR IN RESPECT OF THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE HAYSTOCK SITES OR THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES PAID TO YOU BY HAYSTOCK FOR THE CONTENT THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE THE CLAIM IS MADE, BUT IN ANY EVENT WILL NOT EXCEED ONE THOUSAND (\$1,000.00) UNITED STATES DOLLARS.

15. Miscellaneous.

(a) The relationship of the parties is that of independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties.

(b) This Agreement contains the entire understanding of the parties with respect to the subject matter covered herein and supersedes any prior agreements with respect to such subject matter.

(c) The validity, interpretation and enforcement of the Agreement, matters arising out of or related to the Agreement or its making, performance or breach, and related matters shall be governed by the internal laws of the State of Indiana (without reference to choice of law doctrine). Any legal action or proceeding concerning the validity, interpretation and enforcement of the Agreement, matters arising out of or related to this Agreement or its making, performance or breach, or related matters shall be exclusively brought and exclusively maintained in the courts of the State of Indiana, and all parties irrevocably consent to the exclusive jurisdiction of those courts and irrevocably waive any objection to the propriety or convenience of such venues.

(d) All notices to be provided by you to Haystack under this Agreement shall be sent to the appropriate contact details and pursuant to the then-current Notice Instructions.

(e) If any individual term of the Agreement is found to be invalid or unenforceable by any legal or regulatory body of competent jurisdiction, or arbitration as applicable, such finding will be limited solely to such invalid or unenforceable part, without affecting the remaining parts of such individual term, or any other part of the Agreement, so that the Agreement shall otherwise remain in full force and effect.

(f) The Agreement shall be binding upon and shall inure to the benefit of each party and their respective legal representatives, successors in interest and permitted assigns.

(g) Please note that Haystock reserves the right to modify these terms at any time in its sole discretion (including without limitation, the royalty rates listed in the Contributor Royalty Guidelines), with it being understood that no changes shall apply to any legal claims asserted prior to such change. Haystock will provide you with prior notice of any such change to allow you the opportunity to review the modifications before they become effective. Modifications to this Agreement will not apply retroactively. By continuing to make Content available to Haystock, you agree to be bound by all such changes. If you do not agree with the changes, please cease your use of the Haystock Sites and delete your contributor account, pursuant to the terms herein.

(h) It is expressly understood and agreed that this Agreement is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended by this Agreement as to third parties.

(i) You consent to receive all communications, agreements, documents, notices, and disclosures ("**Communications**") that Haystock provides in connection with your Content and your account electronically (e.g., by email at the primary email address on file in your Haystock contributor account) or by posting them on a Haystock Site or in the Contributor Portal. It is your responsibility to keep your primary email address up to date so that Haystock can communicate with you electronically and you understand that if Haystock sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Haystock will be deemed to have provided the Communication to you.

By submitting any content to Haystock, setting up and accessing your contributor account, or participating on the Haystock Sites, you agree to be bound by this Agreement, Haystock's Website Terms of Use, and Haystock's Privacy Policy, all of which are incorporated herein.

Effective as of [Date].

BY INDICATING YOUR ASSENT BELOW, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.