



VEER MARKETPLACE CONTRIBUTOR AGREEMENT

This Contributor Agreement (“Agreement”) governs the terms by which photographers and other content providers license their photographic, video and other media content to Veer Marketplace and its Users via the online marketplace located at www.veer.com/marketplace and its affiliated and partner sites (the “Site”).

This Agreement is a lengthy document - please read it carefully and be sure you understand it fully. It is a binding legal agreement between any registered User of the Site who desires to upload, distribute, and offer licenses for their digital media (referred to as “you” or “Contributor”) and Corbis Corporation, a company incorporated in Nevada, United States, and having its principal office located at 250 Hudson, 4th Floor, New York, NY 10013 (“Veer Marketplace”). For purposes of this Agreement, “Users” will include those who agree to the terms of the Veer Marketplace User Agreement and any third party individual, partnership, corporation or other entity (whether end users or intermediaries) to whom a sublicense is granted by Veer Marketplace.

In addition to describing submission requirements and compensation details, this Agreement contains the following important provisions regarding your rights and obligations:

- **Representations and Warranties**
- **Indemnification Obligations**
- **Release and Disclaimer of Warranties**
- **Limitation of Liability**

By checking the box “I Agree To The Terms of Use” during the registration process, uploading content or allowing others to upload content to the Site your behalf, you represent and warrant that you are 18 years of age or older, are lawfully able to enter into and perform a legally binding contract, and agree to be bound by the terms and conditions in this Agreement. Please print a copy of this Agreement and retain it for your records.

This Agreement also incorporates by reference the Veer Marketplace User Agreement, the Customer Agreement and information provided by you during registration. You acknowledge that you have read, understand and accept the terms of the Veer Marketplace User Agreement and the Customer Agreement. In the event of a conflict between this Agreement, the Veer Marketplace User Agreement and the Customer Agreement, the order of preference will be 1) this Agreement, 2) the Customer Agreement, and 3) the Veer Marketplace User Agreement.

I. Submission of Content

A. Veer Marketplace sublicenses content via the Site. In uploading Contributor’s photographs, illustrations, video, audio and video files, animations, flash files, data files, and other digital media content (“Content”) to the Site, you authorize Veer Marketplace to grant licenses to use your Content to Users, in accordance with the terms and conditions of the Customer Agreement and further authorize Veer Marketplace to enter into agreements with other affiliated companies or third party sites for distribution and licensing of your Content. As a Contributor, you may submit any Content to the Site except as prohibited under the Veer Marketplace User Agreement or this Agreement, or otherwise prohibited by law. You use the Site at your own risk. Veer Marketplace does not act as agent for Contributor or Users, and does not guarantee the quality, title, or legality

of the Content, or the truth or accuracy of listings associated with the Content. Accordingly, you hereby irrevocably and unconditionally release and waive any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, that you may have or assert against Veer Marketplace relating to or arising out of the purchase of a sublicense to or the use of the Content.

B. By uploading Content to the Site, you understand and accept that Users who wish to use your Content will pay a fee to sublicense and download content from the Site and may make broad use of such downloaded Content for such fee and, unless they otherwise agree with you, are under no obligation to inform Veer Marketplace or you of the uses made of any Content.

C. Once you have agreed to the terms of this Agreement and provided all required information, and have verified that you have met all submission guidelines, you may upload to the Site, the Content in accordance with the Frequently Asked Questions for Contributors (“FAQs for Contributors”), and other Contributor guidelines (collectively “Contributor Upload Guidelines”) available on the Site and incorporated herein by this reference. All Content submitted must be provided in accordance with the Contributor Upload Guidelines or as otherwise directed by Veer Marketplace. By uploading Content, you acknowledge that you have read, understand and accept the Contributor Upload Guidelines.

D. You may request the removal of Content from the Site at any time, however, Content may persist in a User’s shopping cart up to sixty (60) days, and if purchased by a User, will remain available for download and sublicensing by such User for a sixty (60) day period. Further, Content may appear for a longer period on affiliate and partner sites, however Veer Marketplace will use reasonable efforts to cause Content to be removed from the Sites of any affiliates and partners within sixty (60) days from the removal from the Site. You acknowledge and agree that Veer Marketplace, its affiliates and partners may continue to license the Content in accordance with this Agreement until the Content is so removed. You also acknowledge that Content which has been sub-licensed to a User prior to removal from the Site will remain available to the User in accordance with the terms of the Customer Agreement.

II. Responsibility for Content

Veer Marketplace reserves the right but not the obligation to refuse to accept any Content or communication, or take down from the Site any Content or communication at its discretion, including any Content or communication that is or may be illegal, obscene, lewd, lascivious, filthy, pornographic, excessively violent, harassing, or otherwise objectionable, or that violates or may violate this Agreement, its policies, or violate or infringe upon third party rights, as determined by Veer Marketplace in its sole discretion, with or without notice to Contributor.

III. Grant of Rights

A. You will retain copyright ownership of all Content you submit to the Site. Veer Marketplace, its affiliates and other Contributors retain ownership of any materials provided by it or its other providers to the Site, except your Content.

B. You hereby grant to Veer Marketplace, during the term of this Agreement, a nonexclusive, royalty-free, worldwide, transferable license to use, reproduce, publish, exhibit, perform, publicly display, distribute, broadcast, transmit, create derivative works of, and license (with rights of further sublicense) the Content in any manner and medium now existing or hereinafter created, for the following purposes: to (a) use, reproduce, publish, exhibit, perform, publicly display, distribute, broadcast, transmit, create derivative works of, and sublicense use of the Content uploaded to the Site, in promotional print, digital, and online materials and promotional products that promote the Content and/or the services of Veer Marketplace and its affiliates in any and all

formats or media (including without limitation online) that exist and are hereafter devised; (b) rate, comment upon, and evaluate Content, (c) add or amend keywords, titles, descriptions and metadata to Content to enhance the User's search experience, and (d) digitally watermark the Content in both a visible and invisible manner. You further acknowledge and agree that Veer Marketplace and Users may add tags and keywords to your Content, and add comments to the Content in accordance with the Veer Marketplace User Agreement.

C. Veer Marketplace will have the right, but not the obligation, to grant Users a perpetual, nonexclusive, worldwide, non-transferable sublicense to use, reproduce, publish, exhibit, perform, publicly display, distribute, broadcast and transmit the Content, and to create derivative works of the Content, in accordance with the terms and conditions of the Customer Agreement. Users may exercise all the foregoing rights in any and all formats or media (including without limitation online use), whether now known or hereafter devised, throughout the universe, subject to their agreement with the terms of the Customer Agreement which can be read by clicking on the foregoing link. In addition, if you so elect for such Content, Veer Marketplace has the right to make each individual Content unit available for a bundled offering as part of a subscription offering in accordance with the terms of this Agreement. Any license granted to Users with respect to Content removed from the Site will remain in full force and effect and will survive any expiration or termination of this Contributor Agreement.

D. Veer Marketplace will also have the right, but not the obligation to grant authorized licensees the non-exclusive, worldwide, transferable license to use, reproduce, publish, exhibit, perform, publicly display, distribute, broadcast, transmit, create derivative works of, and license (with rights of further sublicense) the Content in any and all formats or media (including without limitation online) that exist and are hereafter devised in accordance with the terms of this Agreement. Such arrangements may be subject to custom pricing where Content is licensed for set amounts that vary dependent on usage, subscription pricing, bundling or volumes of Content licensed.

E. Veer Marketplace will have the right, but not the obligation, to independently pursue any User, for damages or surrender of profits including the obligation to account for such profits in the event of an infringement of copyrights by such User.

F. You will not receive compensation and no payment will be due you for the use of Content used for promoting the Site, Veer Marketplace, its affiliates, partners, or sublicensees or for the indirect revenues received by Veer Marketplace from sponsors or advertisers (including their banner ads) who may advertise, appear or participate in Veer Marketplace's online environments. Additionally, the rights granted herein will include the right to use Content as necessary to test or evaluate any technologies, systems, or processes that Veer Marketplace or our affiliates, representatives or contractors may use to fulfill our obligations and exercise any rights granted under this Agreement.

G. You expressly waive any moral rights or artist authorship rights in the Content that you would otherwise have under the Copyright and Related Rights Act 2000 or similar laws of any jurisdiction.

IV. Payment and Reporting

A. Veer Marketplace provides payment services that facilitate the purchase of a license to your Content uploaded to and listed on the Site. Veer Marketplace exercises the sole discretion over all User service issues related to (a) payment and payment processing; (b) use of the Site or its features (c) products or services offered for sale or sold by persons other than you on the Site, and (d) the Site user experience and its performance.

B. In order to process and remit payments to you, as part of this Agreement, you will be required to have an account with an approved payment processing vendor, as shall be listed on the

contributor section on veer.com/marketplace, in accordance with the terms and conditions set forth on its website.

C. The price for each individual unit of Content and/or set of Content submitted as Content is determined at the sole discretion of Veer Marketplace. You further acknowledge that Veer Marketplace may amend Content pricing at its discretion, at any time, for any or all Content submitted to Veer Marketplace.

D. Each individual unit of Content and/or set of Content submitted as Content may be included in the Veer Marketplace subscription service at the sole discretion of Veer Marketplace. When Users license Content or register for a subscription, Veer Marketplace collects from Users a fee that includes a service fee on behalf of itself displaying and facilitating distribution of the Content, facilitating the license transaction, and for processing payments of the license fee.

E. Royalties: Veer Marketplace will remit to Contributor a royalty per credit (an amount net of a portion representing Veer Marketplace's fees for its services) in accordance with the Rate Card located on the Veer Marketplace web site at www.veer.com/download/pdf/vmp_ratecard.pdf. The license fee due Contributor may be reduced by returns, refunds, and credits paid to Users, marketing or referral fees paid to affiliates, distribution fees for third party sites, any withholding tax deducted from international payments by partners or third parties, fees payable to financial institutions for the processing of any credit card, debit card, e-check, or alternative payment method (such as PayPal) and will exclude revenue collected by Veer Marketplace applicable to charges insurance, currency conversion or sales tax, VAT, or similar taxes, fees or other withholdings required by law (your "**Payment(s)**").

F. You further acknowledge and agree that your Payment will be also be net of fraudulent payments, bad debts or uncollectible sums and any amounts owed by Contributor to Veer Marketplace and its affiliates. Without limiting the generality of the foregoing, Veer Marketplace is entitled to deduct from or offset against amounts owing to Contributor all amounts to which Veer Marketplace is or may be entitled under this Agreement or otherwise at law, including withholding amounts as security for any pending or threatened claim relating to any matter that is the subject of a representation, warranty, covenant or indemnity by Contributor under this Agreement.

G. The parties acknowledge that the Rate Card may have different rates for different types of Content (e.g., still images, video footage, or otherwise). Veer Marketplace has the right to amend the Rate Card at any time during the term of this Agreement, and which amendments will be deemed accepted by you following ten (10) days from the date the amended Rate Card is posted on the Veer Marketplace Site, unless you promptly terminate this Agreement in accordance with Section X below.

H. Veer Marketplace processes your Payment based on each unique download of Content, however if a User downloads the same item of Content more than once, you are paid once only.

I. Veer Marketplace will use commercially reasonable efforts to pay you the amount of your Payment due no later than either (i) fifteen (15) days following the end of the month when the unpaid Payments equal or exceed US\$ 100.00 and (ii) fifteen (15) days after the end of the calendar year for any of Payment earned and unpaid as of the previous calendar year, even if less than US\$ 100.00 including any payments due following termination of the Agreement. No interest will accrue or will be paid on Payments pending or due. A statement of Your Payment due and paid will be made available on the Site as part of your User Account and will be updated on a monthly basis. Your statement will be maintained in your online User Account for a period of one (1) year.

J. Notwithstanding Section IV, Paragraph I above, Veer Marketplace will not remit any Payment to you, or make your content available for User licensing, until you have completed all aspects of

the Contributor registration process, including Tax Registrations. You further agree to update your Tax Registration and other registration information with Veer Marketplace whenever there is a change in your individual circumstances that could impact the taxation or delivery of your Payment (i.e. changes of address, banking information with the payment processing vendor, contact information, etc.). You acknowledge that your Tax Registrations may expire from time to time and, when notified of such expiration by Veer Marketplace, agree to promptly update such Registrations. Moreover, you agree to have Veer Marketplace place your Payments on "hold" status at such time that your Tax Registrations expire or in the event that Veer Marketplace becomes aware that the information in your Tax Registrations is incorrect (i.e. due to change in address, etc.). For the purposes of this agreement, Tax Registrations shall mean all aspects of the User and Contributor registration in which information that may impact that taxation of your payments, specifically including the completion of any required governmental forms or substitute forms.

K. You acknowledge that Veer Marketplace will deduct from your Payment all taxes where it has a legal obligation to do so, including withholding tax on international royalty payments, back-up withholding and any other tax levied on the recipient of royalties, but required to be administrated by the payer (hereinafter referred to as Withholding Tax).

L. You understand that it is your sole responsibility to maintain and update your registration and contact information with Veer Marketplace. In the event that you do not maintain this information and Veer Marketplace is unable to contact you or remit your Payment for a period of six months, you agree that Veer Marketplace, in its sole discretion, may remove your Content from the Veer Marketplace website. You further agree that, in the event that your account is placed on hold or in the event that Veer Marketplace is unable to deliver your Payment for a period of six months (as a result of your contact information and/or registrations not being up to date), Veer Marketplace may charge your account a dormancy fee as provided in the Uniform Unclaimed Property Act.

M. All Payments will be made and calculated in U.S. dollars. Such payments will be your sole compensation for the licensing or use of any Content. You acknowledge and agree that Veer Marketplace and its affiliates obligations hereunder, including, without limitation, to calculate and to make Payments to you, are and will be general unsecured obligations only, and that you will have no beneficial interest in or to the whole or any part of fees charged to and received from Users. You understand that you and Veer Marketplace stand in an ordinary contract relationship only, and not in any agency, confidential, fiduciary, or quasi-fiduciary relationship. Neither Veer Marketplace nor its affiliates will collect or hold any part of such fees in trust for your benefit, and do not undertake to act on your behalf or for your benefit in any agency, fiduciary or quasi-fiduciary capacity, whatsoever.

V. Representations, Warranties and Covenants

A. You represent, warrant and covenant to Veer Marketplace that:

- (i) you are the sole owner of the Content and its copyright and/or have the right to grant Veer Marketplace the licenses in the Content set forth and referenced in this Agreement;
- (ii) the Content is original and does not infringe on, violate or misappropriate the statutory copyright or common law rights of privacy, publicity, or moral rights of any third party;
- (iii) the Content is not pornographic or obscene, nor does the Content defame any third party;
- (iv) the Content does not contain any illegal material or promote illegal activities;
- (v) the Content does not contain material which denigrates or attacks any persons based on race, religion, national origin, or sexual orientation;
- (vi) you have the full legal capacity, authority and power to enter into this Agreement and perform your obligations hereunder;
- (vii) you do not hold membership in any trade group or collective society that would otherwise impair your obligations or impose additional requirements on Veer Marketplace;

(viii) any caption information that you may submit for the Content is relevant, accurate and complete, and does not contain false or misleading information;

(ix) Veer Marketplace and its affiliates may use the Content as provided herein without obtaining any additional consents or permissions or the payment of additional fees to third parties;

(x) the Content contains no viruses, spyware, Trojan horses, time bombs, or other similar harmful or deleterious programming routines or code; and

(xi) the Content meets the requirements set forth in the *Contributor Upload Guidelines*.

B. You also warrant that for any Content you submit to Veer Marketplace that contains recognizable persons and/or depicts property with unique intellectual property rights, that you have obtained and have provided Veer Marketplace with fully-executed, valid and binding model and/or property releases from all parties in substantially the same form as Veer Marketplace' then-current authorized model and/or property release form located on the Site. You will provide to Veer Marketplace copies of releases for all Content submitted as model and/or property released. You further warrant and represent that model and/or property release information is accurate and complete and that Veer Marketplace may use such Content without obtaining any additional consents or permissions or the payment of additional fees to third parties.

C. In addition to other remedies available to Veer Marketplace and nothing else in this Agreement withstanding, Veer Marketplace will not pay Your Payment on licenses of any Content that violates the Representations, Warranties and Covenants you make in this section of the Agreement.

VI. Indemnification

You agree to indemnify, save, and hold Veer Marketplace, its affiliates (and their respective successors, officers, directors, employees, directors and representatives) and authorized partners harmless from any and all claims, demands, costs, losses, penalties, interest and damages (including reasonable attorneys' fees, expert witness fees and expenses) arising out of or in connection with any claim by a third party (including Users) to the extent such claim would (i) constitute a breach of the representations, warranties and obligations set forth in this Agreement, or (ii) arise out of the use of the Site or any materials or services provided by Veer Marketplace and its affiliates by you.

VII. Release, Disclaimer of Warranties

A. RELEASE. IF YOU HAVE A DISPUTE WITH ONE OR MORE USERS OR THIRD PARTIES, YOU HEREBY RELEASE VEER MARKETPLACE (AND ITS OFFICERS, DIRECTORS, AUTHORIZED PARTNERS, AFFILIATES, SUBSIDIARIES, VENTURERS AND EMPLOYEES) (THE "VEER MARKETPLACE PARTIES") FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

B. NO WARRANTIES. THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE VEER MARKETPLACE PARTIES MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; THAT THE SITE OR THE PAYMENT SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; THAT INFORMATION OR MATERIALS INCLUDED ON THE SITE WILL BE AS REPRESENTED, OR THAT USERS WILL PERFORM THEIR OBLIGATIONS AS PROMISED; OR THAT THE VEER MARKETPLACE PARTIES WILL LICENSE OR WILL MAKE ANY EFFORTS TO LICENSE YOUR CONTENT; OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND ANY

OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF VEER MARKETPLACE.

VIII. LIMITATION OF LIABILITY.

A. YOU AGREE THAT THE VEER MARKETPLACE PARTIES ARE NOT LIABLE FOR ANY LOSS OR DAMAGE TO CONTENT OR MATERIAL SUBMITTED TO VEER MARKETPLACE AND YOU ARE REQUIRED TO PROVIDE OR MAINTAIN YOUR OWN BACKUP FILES FOR ANY CONTENT SUBMITTED TO VEER MARKETPLACE. UNDER NO CIRCUMSTANCES WILL THE VEER MARKETPLACE PARTIES' MAXIMUM AGGREGATE LIABILITY (WHETHER IN TORT, NEGLIGENCE, CONTRACT, OR OTHERWISE) FOR ANY CLAIM ARISING UNDER THIS AGREEMENT, THE USE OF CONTENT PROVIDED TO VEER MARKETPLACE UNDER THIS AGREEMENT OR THE USE OF THE SITE EXCEED THE FEES COLLECTED BY VEER MARKETPLACE FOR THE CONTENT THAT IS THE SUBJECT MATTER OF THE CLAIM, BUT IN ANY EVENT WILL NOT EXCEED THE MAXIMUM AMOUNT OF US\$10 IN THE AGGREGATE, REGARDLESS OF THE NUMBER OF CLAIMS. IF THESE AMOUNTS ARE NOT ADEQUATE TO COVER THE VALUE OF YOUR CONTENT, YOU WILL BEAR SOLE RESPONSIBILITY FOR OBTAINING AND MAINTAINING ADEQUATE INSURANCE FOR PROTECTION OF THE CONTENT OR MATERIALS PROVIDED TO VEER MARKETPLACE.

B. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE DATE OF THE ALLEGED LOSS OR DAMAGE.

C. FOR ANY CLAIM UNDER THIS AGREEMENT, THE VEER MARKETPLACE PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, LOSS OF PRIVACY, INTERRUPTION OR OTHER PECUNIARY LOSS, SITE OR COMPUTER FAILURE OR MALFUNCTION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT TORT OR OTHERWISE) EVEN IF THE VEER MARKETPLACE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THE VEER MARKETPLACE PARTIES WILL NOT BE RESPONSIBLE FOR MISUSE OF THE CONTENT BY USERS AND LICENSEES.

D. THE FORGOING EXCLUSIONS AND LIMITATIONS ARE APPLICABLE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

E. 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. IN SUCH JURISDICTIONS, THE LIABILITY OF THE VEER MARKETPLACE PARTIES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

IX. Modification and Notice

A. This Agreement will not be modified by you except by a written agreement signed by duly authorized representatives of Veer Marketplace, provided that no purchase order or similar document issued by you will modify this Agreement, even if signed by Veer Marketplace. Veer Marketplace may modify this Agreement or any policies or guidelines governing the Site, at any time and in our sole discretion. Notice of any change by e-mail to Contributor's address in our records, or the posting on the Site of a change notice or a new agreement is considered sufficient notice for notifying Contributor of a modification to the terms and conditions of this Agreement. All notice of changes to this Contributor Agreement will be posted on the Site 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 you and/or posting on the Site, unless we indicate otherwise. IF ANY MODIFICATION IS NOT ACCEPTABLE TO YOU, YOUR SOLE RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF THE SITE FOLLOWING THE POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON THE

SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

X. Term and Termination

A. Contributor may terminate this Agreement at any time by providing Veer Marketplace with thirty (30) days notice by using the Contact Us page to provide notice to Veer Marketplace or by following the written notice provision below.

B. Without limiting any other rights or remedies (including the right to seek damages and other relief) that either party may have, Veer Marketplace may terminate the Agreement at any time and in our sole discretion with thirty (30) days notice by emailing the last email address provided by you on the My Account page.

C. Veer Marketplace may deem an account to be terminated if there is (i) no activity in your account for a twelve (12) month period despite reasonable attempts by Veer Marketplace to contact you based on the information you provide on the My Account page or (ii) you have breached the terms and conditions of this Agreement or the terms and conditions of the Veer Marketplace User Agreement.

D. Upon termination of this Agreement:

(i) Veer Marketplace will remove your Content from the Site within a thirty (30) day period, and will use reasonable efforts to cause Content to be removed from the Sites of any affiliates and partners within sixty (60) days from the removal from the Site. Contributor acknowledges and agrees that Veer Marketplace, its affiliates and partners may continue to license the Content in accordance with this Agreement until the Content is so removed.

(ii) Veer Marketplace will continue, in accordance with this Agreement, to make Payments due to you in respect to licenses granted prior to termination, or during the transition period, subject to any setoffs Veer Marketplace is entitled to deduct from your account in accordance with this Agreement.

(iii) Any license granted to Users with respect to your Content prior to the date of removal of your Content from the Site will remain in full force and effect notwithstanding termination of this Agreement.

XI. Choice of Law / Jurisdiction / Attorneys' Fees.

Any dispute regarding this Agreement will be governed by the laws of New York, United States of America. The parties agree to accept the exclusive jurisdiction of the courts of New York, regardless of conflicts of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed. **In any dispute between Veer Marketplace and you, Veer Marketplace will be entitled to recover its reasonable attorneys' fees, legal expert fees, and other legal expenses from you.**

XII. Passwords

You acknowledge and agree that you will be responsible for each and every use of the Upload pages that occur under your User Name and passwords, and that Veer Marketplace will assume any transactions conducted using your User Name and password as your transactions. You agree to take reasonable steps to prevent others from obtaining your access information and to notify Veer Marketplace of any unauthorized access or need to update or remove access for any of your employees or agents.

XIII. General Provisions

A. Notices. Unless otherwise specified, all notices and other communications which are required in this Agreement will be in writing and delivered personally, via mail service, via facsimile with acknowledgment of receipt, to the addresses set forth in the Agreement below, or to such other addresses as either party will have specified by notice in writing to the other party. Notices will be deemed given when delivered personally, or if mailed, three (3) business days after the date of

mailing. Notices to Veer Marketplace should be sent to the attention of:
Corbis Corporation – Veer Marketplace
Attention: General Counsel
710 Second Avenue, Suite 200
Seattle, WA 98104-1742

B. Independent Contractor. Nothing in this Agreement creates a partnership, employer-employee relationship, or a joint venture between the parties. You are solely 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 or public charges of any nature whatsoever.

C. Assignment. Your obligations hereunder are personal and may not be assigned without Veer Marketplace's prior written consent, not reasonably withheld if assigned to a bona-fide legal entity organized and acting solely on your or your heir's behalf. This Agreement will be binding upon and will inure to the benefit of the parties' heirs, executors, administrators, successors, and permitted assigns. Veer Marketplace and its affiliates may sublicense or assign its or their rights and obligations and liabilities arising under this Agreement (including without limitation the Veer Marketplace User Agreement and the Customer Agreement) to any third party without your consent and without written notice, including without limitation, any assignment resulting from any corporate reorganization, merger, sale of substantially all the assets to which this Agreement relates.

D. Third Party Beneficiaries. You acknowledge and agree that the benefit of certain of the provisions of this Agreement are expressed to be for the benefit not only of Veer Marketplace, but also of the Veer Marketplace Parties. You further acknowledge that each and any of the foregoing shall be entitled in its or their own right to require the due performance or observance by you of such provisions as aforesaid, and that to this end, and for these purposes only, Veer Marketplace is entering into this Agreement not only in its own right, but also as agent and trustee for each of the Veer Marketplace Parties.

E. Severability. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, such provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the remaining provisions of this Agreement will be in no way affected or impaired.

F. Entire Agreement. This Agreement together with the Veer Marketplace User Agreement and Customer Agreement incorporates the entire understanding of the parties concerning the subject matter contained herein and merges all prior and contemporaneous communications. Any and all prior agreements, oral or written, between the parties concerning the subject matter contained herein are hereby terminated, superseded, and are of no further force or effect. No action of Veer Marketplace, other than the express or written waiver or amendment, may be construed as a waiver or amendment of this Agreement. The headings and numbering will not be considered or given effect in construing this Agreement. This Agreement will not be interpreted against the party causing this Agreement to be drafted. The parties hereto confirm that it is their wish that this Agreement, as well as any other documents relating hereto, including notices, has been and will be written in the English language. The English language version of this Agreement will be used for interpretation of this Agreement, and any foreign language translations of this Agreement are provided by Veer Marketplace solely for convenience.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT UNDERSTAND IT AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. YOU AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT BETWEEN YOU AND VEER MARKETPLACE, AND THAT THIS

AGREEMENT SUPERSEDES ANY PRIOR AGREEMENT, ORAL OR WRITTEN AND ANY OTHER COMMUNICATION BETWEEN YOU AND VEER MARKETPLACE RELATING TO THE SUBJECT OF THIS AGREEMENT.