

1. **section 1 definitions**

1. accepted images: means images accepted for licensing and/or distribution under this agreement and any modifications or derivative works of those images.
2. claims: means any lawsuits, actions, demands, proceedings or other claims related to the accepted images, including, but not limited to, claims relating to infringements or copyrights and other intellectual property rights, misuse, theft, damage, destruction and loss
3. client: means any customer who licenses an accepted image from Shrelp!
4. collection(s): means one or more of Shrelp!'s content collections now or hereafter created and made available for licensing or distribution by Shrelp! through one of the licensing models offered by Shrelp!, such as those now existing or such other licensing models that may be introduced or created in the future.
5. confidential information: means one or more of Shrelp!' content collections now or hereafter created and made available for licensing or distribution by Shrelp! through one of the licensing models offered by Shrelp!, such as those now existing or such other licensing models that may be introduced or created in the future.
6. contributor website: means the website maintained by Shrelp! to provide information and updates to its contributors or sub-contributors.
7. costs: means all claims, demands, liabilities, losses, damages, costs and expenses, including reasonable external attorney's fees
8. derivative work: has the meaning provided under the U.S. copyright act, 17 U.S.C. § 101 and includes a work that is based upon or incorporates one or more preexisting works.
9. disc product: means all disk products developed by Shrelp! for the distribution of images
10. editorial use: means where an image is used to illustrate a matter of public interest (such as a current event, history, sports, entertainment, art, science, religion or politics), in any medium, and is not used to advertise, endorse or promote a person, organization, product or service (other than the publication or medium in which the image appears)
11. Rider: means talent or subject whose likeness appears in any photograph that contributor has submitted to Shrelp!
12. Shrelp!: means the stock licensing and distribution business owned and operated by Zach Petschek and Jonathan Spooner which is currently located at [\(Address\)](#)
13. image: means any image, visual representation, illustration, animation or video clip generated by any means, including any reproductions and the medium in which an image is stored such as CDs, DVDs, and hard drives
14. image story set: means a set of images submitted to an editorial collection that are part of a package depicting one topic, issue or event, and generally taken at approximately the same location as other images in the image story set, and sometimes including other locations also depicting the image story's Set's topic, issue or event
15. online product: means any product developed for distribution through an online system, including virtual CD-ROMs.
16. online system: means any transmission system for the distribution of images to clients, such as the Internet, the world wide web or other public or private network
17. party: means rider, contributor or Shrelp!

18. personal data: means data that identifies the contributor or data that when combined with other information which is in the possession of Shrelp! identifies the contributor
19. rights-managed creative: means all images other than rights-managed editorial images licensed or distributed by Shrelp! through the rights managed licensing models.
20. rights-managed editorial: means those images included in collections primarily depicting news, sports, entertainment events, archival images of such events or portraiture licensed or distributed by Shrelp! through the rights-managed licensing model.
21. similar: means any image whose principal element are depicted in a way that, when compared side by side with another image, would cause an industry professional to believe they are substantially the same. images will not be considered similars based only on their subject matter. For rights-managed editorial, images that are part of an image story set will be deemed to be similar to one another.
22. submission requirements: means Shrelp! submission requirements for images that Shrelp! will email to contributor
23. third party: means any party other than contributor, rider, Shrelp! or a client.

2. Section 2 Rights to Accepted Images

1. license grant to Shrelp!. subject to section 2.3, you grant Shrelp! a worldwide, exclusive right to distribute, market, license, sublicense, rent, use, copy, reproduce, publish, transmit, broadcast, display, communicate and make accepted images available to the public **on your behalf with compensation to you**, and the rider when applicable. Shrelp! needs this license to legally sell usage licenses of your photos through Shrelp!. The photographer always retains copyrights and can withdraw an image from Shrelp! at any time. (Conditions apply see section 2.4) Except for those images that you submit for licensing through rights-managed editorial, private sale or offline, you grant Shrelp! the additional right to enhance, adapt, modify, recast, or create derivative works of that image. Shrelp! may exercise these rights in any medium, now known or later developed, for any purpose. Shrelp! may exercise all current or future copyrights, rights in or to data and databases)and rights conferred under equivalent laws throughout the world associated with this license.
2. restricted uses: the submission requirements allow certain restrictions of licensing based solely on industry's that the rider, depicted in the image/video, has.
3. use of images by contributor. you may use accepted images, and any similars for:
 1. promoting or documenting your work, services or products, including online system owned and operated by you on such a system to the Shrelp! website to indicate that accepted images are available for licensing through Shrelp!;
 2. books and related promotional material that promote you and your work. if you would like to use accepted image on the cover of a book promoting your work, you must first obtain Shrelp! prior written consent, which will not be unreasonably withheld, to ensure that the use does not conflict with any license previously granted by Shrelp!.
 3. fine art limited edition physical prints and promotional items related to such prints. the right to produce fine art limited edition physical exclusive to you and Shrelp! may not produce and market such prints without your prior consent; and

4. similar self-promotional productions that do not compete with or limit the rights you have granted to Shrelp! under this agreement.
 4. copyright to images: you will retain all right, title and interest, including copyright, in all images and all of its parts at all times, except to the extent you have granted these rights to Shrelp! under this agreement for the purpose of distributing, marketing and licensing your accepted images. you also retain copyright in accepted images that are the basis of derivative works created by others, for example by clients who necessarily create derivative works as a result of incorporating your accepted image into their end product. though you will retain the copyright in individual accepted images at all times, Shrelp! will own all right, title and interest copyrights in compilations and other intellectual property rights that arise apart from the copyright in your accepted images, to: disk products, pre-packaged image collections that contain multiple images licensed by or for Shrelp! as a product, other products and services created by or for Shrelp! containing one or more images and all works created by the exercise of the rights granted to Shrelp! under 1-1. Shrelp! is obligated to pay royalties due to you for images distributed in such compilations in accordance with the terms of this agreement. Contributor may, in its sole discretion, register the copyright of any accepted images. Shrelp! may, but are not obligated to, register the copyright of any accepted image for the benefit of contributor with the relevant copyright authorities
 5. waiver of moral rights. to the extent allowed by law and during the time period necessary to permit Shrelp! and any client to exercise the rights granted in this agreement, you waive (or have procured a valid and enforceable waiver of) the following moral rights relating to accepted images:
 1. the right to be identified as the author of any accepted image
 2. the right to object to the modification of any accepted image (other than those images that you have designated as "intended for editorial use" in accordance with section 3-1
 6. credit line/byline. you authorize Shrelp! to use Shrelp! name and biographical information in connection with the promotion, marketing or advertising of an accepted image. Shrelp! will use reasonable efforts to identify Shrelp! as the creator of the accepted image. However, you shall retain all right, title and interest, including copyright, in all images, as set forth in section 2-4. Shrelp! will advise but not obligate clients to credit Shrelp! when in their judgement, doing so is appropriate and feasible (for instance, for editorial uses).
3. **section 3. image submission and acceptance**
1. submission and acceptance of images
 1. submission requirements. you agree to comply with the submission requirements in effect at the time you submit an image. Shrelp! may amend the submission requirements from time to time after providing notice to you.
 2. acceptance of images. when considering submission of images Shrelp! will provide you with an email or other receipt acknowledging each submission of images. Shrelp! will use commercially reasonable efforts to accept or reject images within 90 days of submission. Shrelp! may reject any submitted image in its discretion
 2. exclusivity. except as otherwise agreed in advance with Shrelp!, once an image has been accepted by Shrelp!, during the term, you may not license that image or any similars, to any client, any other agent, representative, or selling medium until this agreement has terminated.
 3. submission period. you may submit images at any time until Shrelp! notifies you that it will no longer accept submissions from you. if Shrelp! ceases to accept

terminate this agreement by providing written notice of termination to Shrelp! within ninety (90) calendar days following receipt of notice from Shrelp! that it will no longer accept images from you. If you elect to terminate this agreement, this agreement will terminate ninety (90) calendar days following the date of the termination notice that you send to Shrelp!. all of your termination rights are however subject to section 9

4. risk of loss of accepted images. the nature of the business of contributor and Shrelp! creates a risk of loss (temporary or permanent), damage, deterioration or destruction of images. contributor will bear the risk loss of and/or damage to all images. contributor is solely responsible for maintaining high reproduction quality copies and backups of all of their images. contributor shall not submit any original analog image. an original analog image is an image that is created and exposed in the camera or an image for which the contributor does not have a reproduction quality copy or backup. neither Shrelp! will carry insurance covering images for any such loss, damage or any other risk. contributor hereby releases, absolves and holds harmless Shrelp! and their respective officers, directors, employees, Representatives, agents and assigns (the "released parties") from and against any and all costs arising from or related to any failure to return or for any delay in returning an image. neither Shrelp! will be liable for failing to return or for any delay in returning, for whatever reason or cause (excluding gross negligence and willful misconduct), any image that is submitted, accepted and/or licensed to Shrelp! under this agreement, or for failing to provide to contributor a digital copy of an image.
5. Shrelp! may, in its sole discretion:
 1. reject, suspend access to or remove any of Accepted Images from the Shrelp! network at any time that Shrelp! deems it unsuitable for the Shrelp! network or for distribution in the Shrelp!, including, without limitation, any single-frame Video Content or Video Content that is less than four (4) seconds in duration, any video or accepted images that is not properly released the Rider whether or not the content was previously approved by Shrelp! for distribution; and
6. modify any meta data You submit with Your Video Content, including without limitation meta tags, age rating, descriptive language, search terms, category and keyword modifiers. Shrelp! shall have no liability for taking such actions. You agree and accept that Shrelp! does not guarantee that your accepted images of video content will be licensed to any Buyer on any part of the Shrelp! network and that licensing may be subject to acceptance by any of the Third Party Service Providers.
- 7.

4. **Section 4. Sales and Marketing of Accepted Images: Claims Relating to Accepted Images**

1. Licensing model for accepted image. Shrelp! will determine the license model through which the image will be licensed and Shrelp! may change the model
2. movement of images between license models and collections. Shrelp! strives to maximize the sales potential of your accepted images over time. subject to section 4-1, following acceptance of an image, Shrelp! may subsequently move and market accepted images through any other of its license models, and/or collections. Shrelp! will notify you of the move, including image number within ninety (90) days after any move has been completed.
3. Shrelp! sets all license terms. Shrelp! will determine the terms and conditions of all licenses of the accepted images granted by them. they will also determine the manner in which accepted images may be marketed. Shrelp! and its s will determine the terms and conditions of all licenses of the accepted images

granted by them with regards to talent's limitations. they will also determine the manner in which accepted images may be marketed. Shrelp! may discontinue marketing or licensing any accepted image at any time. in the event that Shrelp! discontinues marketing and licensing an accepted image, then this agreement will be deemed to have terminated only with regards to that image. all rights in that accepted image will revert to the contributor subject to Shrelp!' surviving rights that are described in sections 8-4 and 8-5.

4. promotional use of accepted images. Shrelp! may use the accepted images in connection with any promotion, marketing or advertising of the contributor, Shrelp! accepted images used for marketing purposes may be used in composites that include images supplied by a third party. no royalties will be paid on these promotional uses of accepted images
5. claims related to accepted images. you authorize Shrelp!, at their expense to make, control, settle and defend claims. you agree to provide reasonable cooperation to Shrelp! in these claims, including allowing the use of your name in, and being joined as a party to, proceedings in connection with any action to be taken or defended by them. Shrelp! will not enter into any settlement, judgement or consent decree that has an adverse effect on your ownership of the copyright of an accepted image or prohibits your future conduct with respect to an accepted image without your prior written consent. you agree not to unreasonably withhold or delay your consent in these cases. Shrelp! will pay you royalties on any settlement that it receives from claims in accordance with section 5-1.
6. Should client misuse or fault on contract agreement with Shrelp!, contributor and rider agree that Shrelp! shall not be held accountable

5. Section 5. Royalties, payment, audit and personal information

1. royalties

1. the following royalty will apply to accepted images licensed or otherwise distributed by Shrelp! as stock (the "Royalty"). Shrelp! will add 50% of photographer's selling price. This additional 50% is Shrelp!'s processing and handling fee. The rider will be entitled to 10% of the photographer's selling price for images used in advertising.
2. "Gross License Receipts" means
 1. with respect to all licenses for accepted images, the amounts charged by Shrelp! to each of their clients and actually received by Shrelp! for licenses of accepted images; and
 2. the amount charged by Shrelp! to each of their clients, minus any applicable taxes (excluding any taxes on the net profits of Shrelp! and any withholding taxes imposed on remittances to Shrelp! from countries outside of the united states), levies and duties, collection fees and collection expenses, shipping and insurance charges and client credits arising out of or resulting from any license of an accepted image, actually received by Shrelp!.
3. in case any products or services contain images from a different contributor in addition to contributor's accepted images (such as disk products or online products), the net license receipts will be determined:
 1. according to the ration of the number of accepted images in a product or service to the total number of images in such products or services; or, in Shrelp!'s discretion,
 2. based on the relative retail value of the accepted images in a product or service compared to all other images used in the products or services.

3. Shrelp! may deduct the following amounts from the royalties payable to you (collectively, "Deductions"):
 1. any amounts that have been paid to you as an advance on earnings or royalties under any agreement with Shrelp!;
 2. deductions for any catalog charges assessed in accordance with your prior informed consent;
 3. deductions from the cancellation of a license where we have reported the original sale to you in the current or previous royalty report;
 4. any overpayment of royalties in a prior royalty period; and
 5. any amounts that may be deducted or withheld in accordance in section 6-3-1
2. Royalty Reports. Within thirty (30) days after the end of each calendar quarter (the "Payment Quarter"), Shrelp! will make available to you a sales statement (the "Sales Report" for transactions occurring during the payment quarter. The Sales Report will state the Royalties due to you and any Deductions.
3. Royalty Payments. Shrelp! will make quarterly royalty payments, with payments to be made within sixty (60) days after the end of each Payment Quarter. Payments will be made by electronic funds transfer, unless a different payment method has been agreed to. No payment will be issued unless a minimum payment of \$100 US dollars after deductions, is due to Contributor.
4. Deductions. Shrelp! will notify you of any Deductions in a Sales Report before deducting any amounts from payments to you. Other than Royalties for Images that are improperly credited you, if Shrelp! has not notified you of any deductions within one (1) year after it has been incurred, Shrelp! waives the right to recoup that cost or charge. Shrelp! may continue to recover a cost or charge that it has previously notified to Contributor, but has not fully recovered within one (1) year after notification.
5. Taxes. Shrelp! may withhold or deduct any tax, VAT, duty, levy or impost of any nature ("Taxes") from any current or future sums due to Contributor if they are required to do so by any law, regulation, or treaty, excluding any taxes on the net profits of Shrelp!.
 1. Upon request, Contributor agrees to promptly provide all necessary assistance to Shrelp! to allow Shrelp! to determine and establish Contributor's tax status. Contributor expressly agrees that he/she shall promptly provide Shrelp! with documentary evidence regarding Contributor's identity, entity status, nationality, residence or tax status as may be needed to Shrelp!' judgement, to determine, reduce or eliminate any applicable withholding or other tax, VAT, duty, levy or impost of any nature, If Shrelp! deducts or withholds any amounts under this provision, Shrelp! shall on an annual basis, send any form required by law to be sent by Shrelp! to contributor detailing the amounts so deducted or withheld for the applicable tax year.
6. Claims. For all royalties paid on Claims, if there is more than one Image that is subject to the Claim, the net proceeds will be split prorata among all the Images subject to the Claim. Shrelp! may subtract all attorneys' fees, costs and all other expenses incurred by Shrelp! in connection with the prosecution of the Claim before calculating royalties due to Contributor on the Claim.
7. Audit Rights. If you have concerns regarding payments or deductions that Shrelp! makes (or fails to make) to you, you may send a written inquiry to Shrelp! addressed to the attention of Photographer Relations Manager, with a request for information used to determine the amount of the payment or deduction. Shrelp! will use commercially reasonable efforts to respond to your

inquiry within ninety (90) days and will cooperate with you to resolve your concerns in a timely manner.

1. If you dispute any payments or deductions made to you, you may employ a certified, chartered or licensed accountant or licensed financial advisor to audit the financial documents reasonably related to the payments made to you during the specified audit period. Shrelp! will honor one audit request per calendar year, upon ninety (90) days' prior written notice. The audit will occur on a date and at a location to be mutually agreed to by the Parties, during normal business hours.
2. Contributor will be responsible for paying the costs of any audit, unless the audit reveals that Shrelp! has underpaid Contributor by more than ten percent (10%) of the gross monies due to Contributor before taxes, cancellations and any other deductions or withholdings. In those instances, Shrelp! will reimburse Contributor for the actual and reasonable auditor's fees, evidenced by the auditor's invoice. If an underpayment is discovered in an audit, Shrelp! will pay contributor interest based on the average on month LIBOR rate as published by the British Banks Association for the period under audit on the amount due from the date payment was due and should have been made to Contributor, will correct the books and records, and will make payment of any amounts due (subject to any applicable Deductions) within thirty (30) days after the amount due is finally determined. In the event that an audit reveals any overpayment to Contributor, Contributor agrees that Shrelp! may deduct the amount of the overpayment from the Contributor's general earnings.
8. **Personal Data Transfer.** You understand and agree that information that you may provide to Shrelp! or that Shrelp! may acquire during the term of this Agreement (or, in the case of models, to service this Agreement) may be retained indefinitely, and may be stored, Accessed and used in jurisdictions whose privacy laws may be different and less protective than those of your home jurisdiction. Shrelp! may use this information for a variety of purposes, including contacting you, servicing your contract, and assuring credit and collections. Shrelp! may disclose this information to necessary service providers, such as payment processors, data storage providers and similar entities to provide the services they contract for. These third parties have no right to use your information for secondary purposes. These companies do not retain, share, store or use personally identifiable information for any other purposes; they are prohibited from using your personally identifiable information for any other purpose. Information about you, including personal information may be disclosed as part of any merger, a sale of the company assets or acquisition, as well as in the unlikely event of an insolvency, bankruptcy or receivership in which personal information would be transferred as one of the business assets of the company. Shrelp! reserves the right to disclose your personal information if required to do so by law, or in the good-faith belief that such action is reasonably necessary to comply with legal process, respond to claims or protect the right, property or safety of our company, employees, customers or the public. without your prior permission, Shrelp! will not use your personal information in a manner not described above.

6.

Section 6. Representations and Warranties; Indemnification; Limitation of Liability

1. Mutual Representations and Warranties. Each party warrants and represents to the other party that it has full corporate power, authority, and resources to enter into this Agreement and carry out its obligations hereunder.
2. Representations and Warranties. You represent and warrant to Shrelp! that:
 1. Rights in Images. All Images that you have submitted are your original work. You must obtain Shrelp!' prior written consent before submitting any Images that are not your original work. You have sufficient rights, title and interest in all Images necessary to grant Shrelp! the rights set forth in this Agreement, including, any necessary approval, consent, authorization, clearance, release or license of any Third Party (collectively, "Authorizations"). If agreed upon in advance with Shrelp!, you may submit Images that require Authorizations from Third Parties, provided that you inform Shrelp! in writing of any such required Authorizations at the time of submission. Shrelp! will not be liable for failing to secure any applicable Authorizations where you have failed to notify Shrelp! of any required Authorizations in accordance with this paragraph. There are no other restrictions, interests, limitations, assignments or licenses applicable to the Images or any Similar that could affect interfere with the rights you have granted to Shrelp!.
 2. Valid Releases. The model, the model's legal guardian (where the model is a minor) and the property owner of property depicted has fully executed and delivered to you a model and/or property release provided to you by Shrelp! and in accordance with the Submission Requirements for each Image Requirements for each Image submitted to Shrelp! and you have provided true copies of each release(s) to Shrelp!. if the form of release you have submitted is not substantially similar to the Shrelp!' form, they must meet all of Shrelp!' standards for releases set forth in the Submission Requirements and with respect to such releases you represent and warrant that the release you have submitted is valid and enforceable under applicable law.
 3. No Infringement. To the best of your knowledge after due investigation, the Images prior to modification or re-captioning by Shrelp!, do not infringe upon any copyright, database rights, moral rights, trademark, design patent, patent, trade dress, trade name, service mark or any other intellectual property rights, publicity rights or privacy rights of or defame, or infringe any other rights of any Third Party, and no claim of any of the foregoing has been made.
 4. No Viruses available virus protection programs to ensure that the Images do not contain viruses, Trojan Horses, worms, time bombs, or other similar harmful or deleterious programming routines.
 5. Accuracy of Caption Information. The caption information you have provided is accurate and complete and the proper copyright notice is affixed for each Image, in accordance with the Submission Requirements.
 6. The representations and Warranties you have made above will apply to Images that you submit on or after the Commencement Date.
3. Indemnifications.
 1. Indemnification by Contributor. You agree to promptly defend, indemnify and hold harmless Shrelp!, and Clients; end users and their Released Parties (defined below) from all Costs arising from, relating to, or in connection with, an actual or alleged breach by you of any representation, warranty or covenant made by you in this Agreement. You agree that Shrelp! may retain any amounts due to you under this Agreement or any other agreement you may have have with Shrelp! to the extent Shrelp!

is owed any sum under this section 6.3-1. The "Released Parties" means an entity's officers, directors, employees, representatives, agents and assignees.

1. You will not be liable for Costs arising from
 1. modifications by Shrelpl! of information supplied by you in accordance with the Submission Requirements in effect at the time of submission
 2. use of any Accepted Image in a manner not permitted by the terms of this Agreement, or any other applicable agreement;
 3. any Claims relating to composites created by Shrelpl! for marketing purposes where the dispute or claim arises solely out of the composite and not the underlying Accepted Image;
 4. claims that arise solely from the absence of a valid release for an Accepted Image that:
 1. you mark "No Release" or "No Release Required" in accordance with the Submission Requirements in effect at the time of submission; or
 2. where the release you submitted complied with the Submission Requirements in effect at the time of submission, but where a subsequent change in the law has rendered the release invalid or inadequate to defend against the claim giving rise to liability. If you are subject to an indemnification claim by Shrelpl!, you may request Shrelpl! to discontinue licensing an Accepted Image that is the subject of the claim, if it is likely that you will be subject to additional demands if the Accepted Image is not withdrawn.
2. Indemnification by Shrelpl!. Shrelpl! agrees to promptly defend, indemnify and hold harmless you and your Released Parties from all Costs arising from, relating to, or in connection with an actual or alleged breach by Shrelpl!, of any representation, warranty or covenant made by Shrelpl! in this agreement.
3. Coordination. The Party being indemnified ("Indemnified Party") agrees to provide the party providing indemnification ("Indemnifying Party") prompt written notice of any claim that is subject to indemnification. The failure to promptly notify an Indemnifying Party will not affect Indemnifying Party's obligations except to the extent that such delay prejudices the ability of Indemnifying Party to defend claim. Indemnifying Party will have the right to defend against any claim with counsel of its own choosing and to settle the claim as it deems appropriate, provided that it will not enter into any settlement that adversely affects Indemnified Party's rights without Indemnified Party's prior written consent. Indemnified Party agrees to provide reasonable cooperation with Indemnified Party's prior written consent. Indemnified Party agrees to provide reasonable cooperation with Indemnifying Party in the defense and settlement of any such claim, at Indemnifying Party's expense.
4. Limitation of Liability. Except for breaches of confidentiality obligations, neither Party shall be liable to the other for any indirect, incidental, consequential, punitive, or special damages arising from or related to conduct or performance under this Agreement, even if a Party has been advised of the possibility of such damages. If, despite this limitation, liability is imposed on Shrelpl!, for any reason (including the claimed invalidity of the exclusion of liability or proof of gross negligence or willful misconduct), in no event shall Shrelpl! (including

any of their officers, directors, employees, Representatives and agents) and assignees' liability for any loss or damage for failure to return Images exceed Twenty-Five United States Dollars (US\$25) per Image or One Thousand United States Dollars (US\$1,000) in the aggregate for all Images submitted by Contributor, regardless of the number of claims.

7. Section 7. Confidentiality

1. A party that receives Confidential Information (the "Receiving Party") from the other Party (the "Disclosing Party"), agrees not to disclose such Confidential Information to any Third Party or use any of the Confidential Information except as necessary to perform its obligations under this Agreement. The Receiving Party agrees to return all Confidential Information to the disclosing Party upon request. If a Receiving Party is required by a competent legal authority to disclose Confidential Information, the Receiving party shall provide the Disclosing Party with prompt notice prior to disclosure so that the Disclosing Party may seek judicial protection. The Receiving Party may also share Confidential Information with its professional advisers under an obligation of confidentiality for the purpose of obtaining professional advise.

8. Section 8. Termination; Effect Upon Termination

1. Term. The term of this Agreement ("Term") shall run for a period of (5) years following the Commencement Date. The Term shall automatically renew for successive one-year periods, unless ninety (90) days prior to the expiration of the then-current Term. Notwithstanding anything herein or otherwise to the contrary, the Term shall be subject to Section 9.
2. Termination for Cause. If one Party commits a material breach of this Agreement and, if the breach is capable of remedy, fails to remedy the breach within forty-five (45) days of receiving written notice of the breach, the other Party immediately terminate this Agreement at any time by giving written notice of termination to the breaching Party.
3. Termination for Insolvency. If Shrelp!' photography business
 1. is liquidated or dissolved;
 2. makes any arrangement or composition with its creditors generally; or
 3. has a secured party of Shrelp! take possession or control of all or substantially all of the Accepted Images, and the taking of possession or control is not terminated within ninety (90) days, then Contributor will have the right, on thirty (30) days ' written notice to Shrelp!, to terminate this Agreement. Subject to applicable bankruptcy law, Shrelp! will use reasonable efforts to return Contributor's analog Images, assuming any analog Images were submitted and not returned, in Shrelp!' possession or control to Contributor in accordance with this Section 8 and subject to Section 3.4 , above. Notwithstanding anything to the contrary, neither Shrelp! will return any digital Image nor do they have any obligation to do so. Contributor may not terminate this Agreement as described above where Shrelp! seeks protection from creditors pending reorganization, under Chapter 11 of the U.S. Bankruptcy Code or any similar or equivalent provision of law.
4. Survival of Licensing Rights
 1. Survival of Unexpired licenses. Within sixty (60) days after the expiration or termination this Agreement, Shrelp! will provide Contributor with a list of Accepted Images that are subject to an unexpired license, including the rights granted with regard to the Accepted Images listed. For all Rights-managed Creative and Rights-Managed Editorial Accepted Images, Contributor shall not license any such Accepted Images or any Similar listed on the reports in a way that conflicts with any license identified on

- the report or with a renewal license granted by Shrelp!.
2. Survival of Granted Licenses, Renewals. If Shrelp! has granted a license that extends past the termination date or expiry of this Agreement, Shrelp! will have the right to renew the license on substantially the same terms provided that the renewal license is issued within ninety (90) days following the termination date and has notified Shrelp! in writing of the details do not conflict with the license granted by the Contributor.
 3. Survival of Licensing Rights for Images Created Under an Advance on Royalties. If Contributor has received an advance on royalties for any Images that has not been fully recouped by Shrelp! at the time of termination or expiration of this Agreement, Shrelp! will have the right to continue licensing any or all of the Accepted Images until the amount of the advance has been fully recouped.
5. Return or Destruction of Images Upon Termination. If Shrelp! has accepted Images in analog format, Shrelp! will reasonably attempt to return to Contributor (at his/her last address notified to Shrelp!) any analog Image within one-hundred twenty (120) days after all of Shrelp!' rights to grant a license (or renewal license) have expired. For all other analog Images, Shrelp! will return the image within four (4) years following such date, subject however to Section 3.4, above.
1. After the expiration of Shrelp!'s rights to offer or renew a license, Shrelp! will reasonably attempt to promptly destroy or cause the prompt destruction of all analog duplicate and digital files of Accepted Images, composites created by Shrelp! using only Accepted Images (including all copies, but excluding, for greater clarity marketing materials and copies made as a result of routine backups of Shrelp!'s systems)_ within the control of Shrelp!, and will certify to Contributor, upon request, that it has done so. Notwithstanding anything to the contrary, Shrelp! will return any digital Image nor do they have any obligation to do so.
6. Continuing Obligations. Regardless of the expiration or termination of this Agreement, Shrelp! will continue, to account for and pay any amounts due to you for all licenses granted pursuant to this Agreement.
7. Retention of Records. You agree to maintain accurate records such as model releases, contracts and shoot details regarding each Accepted Image for so long as a license or a renewal license for the Accepted Image is outstanding, including information related to your representations, warranties and covenants contained in this Agreement.
8. Surviving Provisions. The expiration or termination of this Agreement will not affect the accrued rights and obligations of the Parties existing at the date of expiration or termination. Sections 1, 2.4, 2.5, 2.6, 3.4, and 5 through 10, will survive any expiration or termination of this agreement. Additionally any matter arising under this Agreement that by its nature is required to be performed or apply after the term of this Agreement shall survive the termination or expiration of this Agreement.
- 9. Section 9. Miscellaneous**
1. Entire Agreement; Waiver. This Agreement constitutes the entire agreement among the Parties and relating to its subject matter and may not be amended modified or terminated except by an instrument in writing signed by an authorized representative of each Party. Any terms or conditions typed or handwritten on the face of this Agreement by Contributor shall have no force or effect. If a Party waives any provision of this Agreement in any instance, the waiver in such an instance shall not be deemed to be a continuing waiver, and no waiver by either Party shall prevent such party from enforcing any and all

other provisions of this Agreement.

2. Assignment. Contributor shall not assign its rights and obligations, or delegate its duties, under this Agreement without the prior written consent of Shrelp!, which consent will not be unreasonably withheld. However, Contributor may assign this Agreement, after prior written notice to Shrelp!, to a corporation or to a trust controlled by Contributor or for the sole benefit of Contributor or Contributor's immediate family without obtaining prior written consent from Shrelp! provided that Contributor also assigns or licenses such corporation or trust such rights and powers as are necessary to allow the Agreement and to allow Shrelp! to exercise fully its rights and discharge its obligations under this Agreement. Any such assignment shall be null, void and of no effect if
 1. the assignment is not done in accordance with this section 10.2 or
 2. at any time such assignee corporation or trust ceases to be controlled by Contributor or for the sole benefit of Contributor or Contributor's immediate family.
 3. Shrelp! may assign its rights, obligations and duties under this Agreement, in whole or in part, to any entity controlling, controlled by, or under common control with Shrelp! or to any corporations, limited liability company or other legal entity formed and owned or controlled by Zach Petschek and/or Jonathan Spooner, as part of a merger, reorganization or sale of assets by Shrelp!. Shrelp! may also assign this agreement to a buyer of all or substantially all of its assets.
3. Nature of Relationship. The Contributor agrees that he/she is an independent contractor. The Parties expressly acknowledge and agree that their relationship is not one of partnership, employment, joint venture, principal-agent or any other legal identity, and that the Shrelp! has no obligation to find or offer employment to Contributor.
4. Compliance with Applicable Laws. In performing this Agreement, each party will comply with all applicable laws, regulations and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction. Neither Party will take any actions that may cause the other Party to be in violation of any law.
5. Governing Law and Arbitration. This Agreement will be construed and enforced in accordance with the laws of the State of California, excluding its laws relating to conflict of laws. Any dispute arising out of or in connection with this Agreement shall be finally settled under the Commercial Rules of the American Arbitration Association ("AAA") or International Chamber of Commerce ("ICC") in Los Angeles, California, U.S.A.; London, England; Paris France; or Frankfurt, Germany. Shrelp! may select the applicable rules and the venue. The award rendered by the arbitration panel shall not be subject to any appeal in any court. The substantially prevailing Party will be entitled to recover its reasonable external attorneys' fees, all associated expenses, and accounting costs. If both Parties prevail on particular claims, or defenses of a claim, then each Party will be entitled to the attorney fees for those claims it successfully asserts or defends, and the awards will be offset.
6. Further Assurances. Each Party will, and will use its reasonable efforts to cause any Third Parties to, execute and perform such further acts, deeds and documents as may from time to time be required to give full legal and practical effect to this Agreement. The undersigned each warrants and represents that he or she is duly authorized to execute this Agreement on behalf of the Party for which he or she has signed.
7. Notices. The Parties shall provide all notices, requests, demands, and other communications under this Agreement in writing. Notice will be effective:

1. at the time of delivery, if personally delivered;
2. upon receipt of confirmation of transmission, if delivered via facsimile or email;
3. one day after deposit for delivery, if delivered via overnight courier; and
4. 72 hours after deposit for delivery if mailed first class, postage prepaid, return receipt requested and returned.

Notices to Contributor should be sent to Contributor at the address set forth below and notices to Shre! should be sent to (Address), email: info@shre! .com. Either Party may designate an alternative address for notices at any time in writing by notice to the other.

8. Contract Execution; Fax Signatures. This Agreement may be executed in writing and/or electronically. Either Party's signature may be submitted electronically or by facsimile transmission to the other and the Parties agree to be bound by their facsimile or electronically submitted signature.

10. Section 10: Licensing

1. By using any images from this web site you signify your agreement to the comp license (Section 11).
2. Acclaim Images licenses images on behalf of professional photographers and illustrators; free use of these images is not allowed except for "comp" (comprehensive layout) use.
3. For any other type of use, including, but not limited to non-profit or personal use, you must purchase a license directly from the site.
4. If you use any image(s) from this web site in a manner not compliant with the comp license (Section 11) you agree to pay 10 times the license for any unauthorized use per image. This includes, but is not limited to: use on a personal web page; use on a commercial web page; posting the image or image link to a web site forum; displaying the image publicly.

11. Section 11: Comp License

1. Images Comp Image License Agreement

THIS IS A LEGAL AGREEMENT BETWEEN YOU ("LICENSEE") AND ACCLAIM IMAGES ("LICENSOR").

THIS AGREEMENT APPLIES TO IMAGES DOWNLOADED FROM THE ACCLAIM IMAGES WEB SITE AND AFFILIATED WEB SITES

AS WELL AS IMAGES RECEIVED FROM ACCLAIM IMAGES FOR WHICH A LICENSE HAS NOT BEEN PURCHASED.

1. Grant of License. Acclaim Images grants to you, for a period of thirty (30) days, a non-exclusive, non-transferable and non-assignable right to use the image for comp, test or sample use in layouts or publishing projects.
2. Restrictions.
 1. The image may not be published or distributed in a commercial manner.
 2. The image may not be distributed in any manner except as part of the test or comp use.
 3. If Licensed Material featuring a person is used in connection with a potentially damaging, unflattering or controversial subject, you must include a statement that indicates the person is a model and is used for illustrative purposes only.

3. Additional Usage and Licensing. No additional use is implied, promised or guaranteed. Contact Acclaim Images for any additional use beyond the scope of this agreement.
4. Expiration. The license authorized by this Agreement will terminate after 30 days without notice from Acclaim Images or if licensee uses the image outside the scope of this license.