

GETTY IMAGES' NORTH AMERICA PREMIUM ACCESS AGREEMENT

This is an agreement between you (the “**Customer**” as set out below) and an affiliate of Getty Images, Inc. as set out in the Licensor section below (“**Getty Images**”).

Your agreement is made up of:

- The commercial terms set out below (the “**Commercial Terms**”). The Commercial Terms provide further information around your usage rights and restrictions.
- The Getty Images Content License Agreement and the Getty Images Music License Agreement (if applicable), both of which are available at www.gettyimages.com/eula (or any successor URL (the “**Standard Terms**”). The Standard Terms include terms that are applicable to all content licenses from Getty Images.

The Standard Terms and the Commercial Terms will together be referred to as the “**Agreement**”. In the event of any conflict between the Commercial Terms and the Standard Terms, the Commercial Terms take priority.

Reference is hereby made to that certain Getty Images’ Premium Access Agreement entered into by and between Customer and Getty Images as of October 28, 2022 (the “Previous Agreement”). As of the Effective Date, the parties hereby terminate the Previous Agreement prior to its natural expiration, so that this Agreement immediately succeeds the Previous Agreement without any lapse.

The parties acknowledge and agree that Customer reached its download cap under the Previous Agreement prior to the Effective Date hereof, and therefore Licensee agrees to pay for all remaining fees accrued and payable pursuant to the Previous Agreement within thirty (30) days of the Effective Date of this Agreement.

COMMERCIAL TERMS:

Customer:	Allied Advertising Limited Partnership
Address:	55 Cambridge Parkway, Suite 200, Cambridge, MA 02142
Effective Date:	The date of last signature below.
Term:	1 year starting from the Effective Date.
Content:	<p>Your Premium Access account includes access to downloads of the following content (the “content”) made available by Getty Images:</p> <p><input checked="" type="checkbox"/> Stills <input checked="" type="checkbox"/> Video <input checked="" type="checkbox"/> Music</p> <p>from the Royalty-Free collections</p> <p>Exclusions: “Content” included in this Agreement specifically excludes minimum-priced, exclusive and “call for” content (as designated on the Getty Images website).</p>
Usage Rights:	<p>You may use all content downloaded during the Term, unlimited times, on a worldwide basis, for any and all purposes in perpetuity, other than those prohibited in the Standard Terms. Please keep in mind you cannot use content marked “editorial” or “intended for editorial” for any commercial purposes and that music content cannot in any event be used contrary to the Standard Terms, including additional restrictions in the Getty Images Music License Agreement.</p> <p>Archiving: Once you have used the content in an end use, you may archive your end use in perpetuity, provided that it is in the context of its original end use.</p>

	<p>Use of your name and marks for promotional materials. Getty Images may wish to create promotional materials (e.g., a case study) identifying you as a customer of Getty Images and/or this product. If requested by Getty Images, the parties agree to explore such opportunities in good faith. Any use of your name and trademark shall be subject to your consent.</p> <p>Note: Please check information accompanying each item of content on the Getty Images website for any additional restrictions and release status.</p>
Additional Terms	<p>In addition to the Restrictions set out in Section 3 of the Standard Terms, the following terms shall also apply to your use of the content:</p> <p>Products for Resale. You may use an item of content (except music content) in a print run of up to 100,000 products per item of content in connection with any goods or services intended for resale or distribution where the primary value lies in the content itself including, without limitation, cards, stationery items, paper products, calendars, apparel items, posters (printed on paper, canvas, or any other media), CDs, DVDs, mobile applications or other items for resale, license or other distribution for profit. This includes "on demand" products (meaning products in which Content is selected by a third party for customization on such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, posters and other items (this includes the sale of products through custom designed websites, as well as sites such as zazzle.com and cafepress.com).</p> <p>Limited print run. You may not reproduce the content more than 500,000 times in physical print form. This restriction does not apply to electronic reproductions.</p>
Indemnification Cap	<p>The following is added to Section 10(b). of the Standard Terms entitled "<u>Indemnification of you by Getty Images</u>", immediately following the last sentence of such Section:</p> <p>"The total maximum aggregate liability, of Getty Images under this Agreement and any other agreement with Getty Images pursuant to which you have licensed the same content, regardless of the file size, or the use or exploitation of any or all of the content in any manner whatsoever and the obligation of Getty Images under this Section shall be limited to an aggregate of US \$ 250,000 per item of content. For the sake of clarity, Getty Images' liability to you in respect of the content shall not exceed US \$ 250,000 per item of content regardless of the number of times that you use that item of content or license the same content from Getty Images."</p>
Download Cap:	<p>You may download up to 2,500 items of content during the Term (the "Download Cap").</p>
Fees:	<p>You agree to pay Getty Images the following fees (the "Fees"):</p> <p>US \$25,830.00, invoiced in one lump sum on the Effective Date.</p> <p>Notes: The Fees do not include any local, state or federal taxes or duties of any kind. All such taxes shall be payable by you. All fees (including the Overage Fees) are non-refundable and due and payable within 30 days of the date of the invoice. Getty Images shall not have any obligation to issue refunds or credit for unused items under your Download Cap.</p>
Users:	<p>Up to (i) twenty (20) users from your legal entity; (ii) five (5) users from the legal entity of your UK Affiliate; (iii) five (5) users from the legal entity of your Australian Affiliate; and (iv) ten (10) users from the legal entity of your Ireland Affiliate, may access your Premium Access account and download content.</p>

Sharing of Content:	All individuals from your legal entity and your Affiliates' legal entities may share the content amongst each other. There are no restrictions on where each individual may store content. The raw files of content may not be provided to anyone outside your legal entity and your Affiliates' legal entities, other than freelancers. Unless renewed prior to the end of your Term, all sharing rights terminate at the end of the Term and all content must be removed from your (and Affiliates') shared server, digital asset management system or other storage system and stored only on individual devices.
API Delivery:	If you and/or Affiliates are also receiving access to certain content via the Getty Images API, use of the API is subject to the Web Services Addendum, as found here: http://www.gettyimagesites.com/downloadablePDF/WebServicesAddendum.usa.pdf
Licensors:	The licensing entity shall be determined by your billing address, as found here: https://www.gettyimages.com/licensing-entities
Confidentiality:	By virtue of this Agreement, the parties may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information is limited to: (i) the terms and pricing under this Agreement; (ii) all website passwords and usernames issued by Getty Images; and (iii) all information clearly identified in writing by the disclosing party as confidential. Notwithstanding the foregoing, Confidential Information does not include any information that: (i) is or subsequently becomes available to the general public other than through a breach of this Agreement by the receiving party; (ii) was in the possession of receiving party prior to the execution of this Agreement; (iii) the receiving party rightfully received or later receives from a third party without any restriction as to confidentiality or use, so long as the receiving party does not know or have any reason to know that the third party's provision of such information is in violation of an obligation or duty of confidentiality to the disclosing party; or (iv) is independently developed by the receiving party without the use of the disclosing party's Confidential Information. Each party agrees to maintain the other party's Confidential Information in confidence to the same extent that it protects its own, similar Confidential Information and to use such Confidential Information only as permitted under this Agreement. The parties agree to hold each other's Confidential Information in confidence during the Term of this Agreement and for a period of two (2) years after termination of this Agreement. The parties agree that unless required by law, they will not make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that each other's Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement.
Affiliates:	<p>The following companies are granted the right to download content under this Agreement: (i) Allied Global Marketing Limited, which is directly or indirectly majority owned by you or your ultimate parent company and has its registered offices in United Kingdom ("UK Affiliate"), (ii) Allied Global Marketing Proprietary Limited, which is directly or indirectly majority owned by you or your ultimate parent company and has its registered offices in Australia ("Australia Affiliate"), and (iii) Imagine Marketing Promotions Limited, which is directly or indirectly majority owned by you or your ultimate parent company and has its registered offices in Ireland ("Ireland Affiliate" and together with the UK Affiliate and Australia Affiliate, the "Affiliates"). Downloads by your Affiliates will be counted towards the Download Cap.</p> <p>You must ensure that the Affiliates use the content in accordance with this Agreement. Any contractual claims shall be handled exclusively between you and Getty Images. Acts and omissions by the Affiliates shall be attributed to you as if you had downloaded and used the content. You agree to be solely responsible for passing through to your Affiliates any notices sent by Getty Images, as further described in section 8(c) of the Standard Terms.</p>

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Accepted and agreed as of the Effective Date:

By: **ALLIED ADVERTISING
LIMITED PARTNERSHIP**


SIGNED:  _____
DocuSigned by:
Mike Eppman
880E48C88765484

PRINT: _____

TITLE: _____

DATE: _____

By: **GETTY IMAGES**

SIGNED:  _____
DocuSigned by:
Candice Mueller
48AFC2862626334C26

PRINT: _____

TITLE: _____

DATE: _____