

## **CUSTOM LICENSE**

Dated: February 14, 2023

Customer's Legal Name: EWI Store Ltd

Address: Unit 1&2 King Georges Trading Estate Chessington, Greater London KT9 1DQ, United Kingdom

Email Address: marketing@ewistore.co.uk

## Re: Customized Account with Shutterstock

To Whom It May Concern:

This Custom License (the "Custom License") constitutes an amendment to the Shutterstock License Agreement (the "TOS") located at <a href="http://shutterstock.com/license">http://shutterstock.com/license</a> and incorporated herein by this reference (the "Content License"). Whereas you wish to purchase a subscription to license Content pursuant to the terms of the Content License, and whereas you wish to amend to the TOS and Content License as hereinafter provided, the parties agree as follows.

All capitalized terms used herein shall have the meanings ascribed to them in the TOS unless such terms are separately defined in this amendment.

- In consideration of the sum of GBP 3,939 (the "Subscription Fee"), payable as hereinafter provided, and for other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, in addition to the rights conferred by the Content License, Shutterstock grants Customer the following additional rights in and to the Shutterstock service and Shutterstock's Content.
  - a. The term of Customer's subscription shall be for a period of exactly 12 months commencing on the date Shutterstock activates your account. Notwithstanding anything to the contrary in the TOS, this subscription shall not automatically renew;
  - b. Customer's account may be accessed by up to 10 authorized users employed by Customer or its Affiliates (each an "Authorized User");
  - c. During the Term, this Custom License permits Customer's Authorized Users to download:

Content

Flex 300 Credits/Month Team Annual Subscription, Annual - 10 Users

- d. Your Flex product provides access to a specific number of credits on a monthly basis. Full information, including credit values, can be found in your account details under the credit breakdown page.
- e. Customer will use its best efforts to prevent its employees and independent contractors, including but not limited to Authorized Users, from using any Content for their own personal or commercial use;
- Customer will provide Shutterstock with the names of the Authorized Users upon Shutterstock's reasonable request;
- g. The Authorized Users may share Content with other Authorized Users, (for example, by using a "digital asset management system", secure shared disk drives, and/or secure computer networks) provided Customer implements reasonable security measures to ensure the Content is only accessible to Authorized Users;
- A broad by an Authorized User of the TOS as amonded shall be deemed to be a broad of the TOS by such Authorized User and Customer who shall be jointly and severally liable to Shutterstock.

- i. "Affiliate" as used herein shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Customer. Customer represents that it has the authority to bind its Affiliates to this Custom License. Any breach of this Custom License by an Affiliate shall be deemed to be a breach of the Custom License by such Affiliate and Customer who shall be jointly and severally liable to Shutterstock.
- 2. Shutterstock shall invoice Customer via email, at the address above. All invoiced amounts must be paid in full within 30 days from the date of Shutterstock's invoice. Shutterstock reserves the right to impose a late fee equal to the lesser of 1.5% per month and the highest amount allowed by applicable law on all overdue balances. The grant of any license to use Images or other content downloaded from the Shutterstock website is contingent upon the timely receipt of full payment and your compliance with the TOS. If Customer fails to make timely payment or otherwise breaches the TOS, Customer's rights to use any Images or other content shall be deemed terminated as of the date of this Custom License. Customer agrees that it shall reimburse Shutterstock, on demand, for all legal fees and costs of collection incurred by reason of Customer's default in payment or other breach of the TOS or this Custom License.
- 3. The Subscription Fee does not include any taxes, duties or other government charges. Shutterstock will invoice the Customer for the amounts of any such taxes, duties or other charges which Shutterstock is required to collect, including without limitation, sales and use taxes and value added taxes. Customer must pay such amounts to Shutterstock within 30 days from the date of Shutterstock's invoice.
- 4. Prior to the execution of this Custom License, Customer licensed 9,651 Images from Shutterstock pursuant to the TOS from August 28, 2015 until February 14, 2023 with the username "crees2" (the "Prior Images"). Upon Shutterstock's receipt of the Subscription Fee, and provided Customer is not otherwise in material breach of the TOS as amended by this Custom License, Shutterstock hereby waives any claims it may have against Customer for the use of the Prior Images in violation of the TOS that would be permissible under this Custom License.

This Custom License supplements and modifies the TOS with particular respect to the Content License set forth therein. The terms of this Custom License supersede provisions of the TOS only to the extent that the terms of this Custom License and the TOS expressly conflict. Nothing in this Custom License should be interpreted as invalidating the TOS, the provisions of which will continue to govern the relationship between the parties insofar as they do not expressly conflict with this Custom License.

By executing this Custom License below where indicated, Customer agrees to be bound by the TOS as amended by this writing, and that Customer has all necessary authority and clearance to enter into the TOS and this Custom License. Customer access to Content hereunder is contingent upon: i) Shutterstock's receipt of an executed copy of this Custom License; and ii) payment of the Subscription Fee. As it pertains to the parties' rights and obligations arising from this Custom License, Customer's standard terms, whether imposed via clickthrough, on purchase orders, or as so-called browsewrap terms and conditions, will be deemed for Customer's internal use only and shall have no force or effect upon Shutterstock.

If Customer requires a purchase order ("PO") in order to remit fees due hereunder, it shall be Customer's sole responsibility to provide such PO to Shutterstock in a timely manner. Shutterstock will include the PO number provided by Customer on the applicable invoice to Customer. Shutterstock's failure to include a PO number on any invoice shall not relieve Customer of its obligation to pay for any Content. If Customer provides no PO number to Shutterstock, Customer warrants and represents that a PO number is not required for the purposes of remitting fees due by Customer hereunder.

PO Number:

## **CONSENTED TO AND AGREED**

**EWI Store Ltd** 

Ву:

Name:

LUCY HALL Marketing Manager 13/03/2023 Title:

Date: