

Thinkstock Image Pack Licence Agreement

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11.3 Withdrawal. Upon notice from Thinkstock, or upon Licensee's knowledge that any Licensed Material is subject to a threatened, potential or actual claim of infringement of another's right for which Thinkstock may be liable, Licensee must immediately and at its own expense (i) stop using the Licensed Material; (ii) delete or remove the Licensed Material from its premises, computer systems and storage (electronic or physical); and (iii) ensure that its clients do likewise. Thinkstock shall provide Licensee with comparable Licensed Material (which comparability will be determined by Thinkstock in its reasonable commercial judgement) free of charge, but subject to the other terms and conditions of this Agreement.

11.4 Governing Law. This Agreement will be governed in all respects by the laws of the State of New York, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from this Agreement or its enforceability shall be finally settled by binding arbitration under the Commercial Rules of the American Arbitration Association ("AAA") or of the International Chamber of Commerce ("ICC") to be held in one of the following jurisdictions (whichever is closest to Licensee): Seattle, Washington; New York, New York; Los Angeles, California; London, England; Paris, France; Frankfurt, Germany; Tokyo, Japan; or Singapore. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defence on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, Thinkstock shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Licensee in the event that, in the opinion of Thinkstock, such action is necessary or desirable.

11.5 Severability. If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.

11.6 Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

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11.8 Taxes. All Licence Fees are exclusive of any applicable sales, use, withholding or other transactional taxes, which are the sole responsibility of Licensee or Purchaser (if any).

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