

## TEAM SUBSCRIPTION CUSTOM LICENSE

**Dated:** May 13, 2019

**Customer's Legal Name:** Letiště Praha, a. s.

**Address:** K letišti 1019/6 Postal Code 161 00, Prague 6, Czech Republic

Identification No: 282 44 532

TAX ID-No: CZ699003361

**Email Address:** [REDACTED]

**Re: Customized Account with Shutterstock**

**Domicile:** Shutterstock, Inc., 350 Fifth Avenue, 21<sup>st</sup> Floor, New York, NY10118, USA

USA ICO: 80 – 0812659

Registration: EU826018531

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  - b. Customer's account may be accessed by up to 2 authorized users employed by Customer (each an "Authorized User");
  - c. This Custom License permits Customer's Authorized Users to download up to 750 Images per month during the Term;
  - d. Each Authorized User must have an individual login and password. Authorized Users may not share login credentials with any other person;
  - e. The license history for the Shutterstock account with the username "cahteamCZ" will be available in the license history for all Authorized Users. Upon Shutterstock's receipt of the Subscription Fee, and provided that Customer is not otherwise in material breach of the TOS or this Custom license, each of the Authorized Users may use any Image in this license history pursuant to the terms of this Custom License.
  - f. Customer will use its best efforts to prevent its employees and independent contractors, including but not limited to Authorized Users, from using any Visual Content for their own personal or commercial use;

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  - i. A breach by an Authorized User of the TOS as amended shall be deemed to be a breach of the TOS by such Authorized User and Customer who shall be jointly and severally liable to Shutterstock.
2. **Authorized Reseller.** isifa CEE, s.r.o., with a principal place of business at Sokolovská 192/79,, Prague, 180 00 Czech Republic ("Reseller") is an authorized reseller of Shutterstock services pursuant to an agreement between Reseller and Shutterstock. Reseller is authorized to issue and send invoices on behalf of Shutterstock. Payments made to Reseller shall serve as payments to Shutterstock. The Customer is entitled to decrease the Subscription Fee by the withholding tax or other similar tax provided that such fee shall be in, accordance with Czech tax regulations, subject to withholding or other similar tax. In such case the sum of withholding or other similar tax shall not be considered as an unpaid liability of the Customer against the Shutterstock.
3. All invoices shall be issued in CZK and the payments shall be made by the Customer in CZK in a form of wire transfer to Authorized Reseller's bank account stated on respective invoice.

The maturity period of the invoices is thirty (30) days from the date of delivery thereof to the Customer. If the maturity date is on Saturday, Sunday or public holiday in the sense of applicable legal regulations of the Czech Republic or 31 December or a day, which is not a business day as per Act No. 370/2017 Coll., on Payments, as amended by later regulations, than the maturity date shall be postponed to the next following business day. The Customer's obligation is fulfilled by debiting the Customer's account.

Each party shall bear its own bank fees related to the wire transfer.

4. To add additional Visual Content available under this Custom License, please contact Customer Service for eligibility and pricing information via email or at the phone number located at the following link:  
<http://www.shutterstock.com/contactus.mhtml>.
5. Shutterstock and Customer hereby expressly agree that all entities belonging to the same group of companies (in Czech: concern) within the meaning of the provision of Section 79 – 81 of Act No. 90/2012 Coll., on trading companies and co – operatives, as amended (including the controlling entity, the directly and indirectly controlled entities and entities controlled directly or indirectly by the same controlling entity) are entitled to use the services of Shutterstock through one user account.

This Custom License supplements and modifies the TOS with particular respect to the Visual 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 Amendment and the TOS expressly conflict. Nothing in this amendment 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 Visual 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.

The Customer notifies the Shutterstock and the Shutterstock acknowledges that the Customer is a legal entity referred to in Section 2 para. 1 point n) of the Act no. 340/2015 Coll., on special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts (hereinafter referred to as the „Register of Contracts Act“) and according to the Register of Contracts Act private law contracts concluded with the Customer are subject to the publication in the register of contracts, a public administration information system administered by the Ministry of the Interior of the

Czech Republic. Both Parties hereby agree with publication of this Custom License in the register of contracts. The parties agreed that any article of this Custom License shall not be considered as a business secret according to the section 504 of the Civil code (Act No. 89/2012 Coll).

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

Letiště Praha, a. s.

By: \_\_\_\_\_  
Name: [REDACTED]  
Title: [REDACTED]  
Date: \_\_\_\_\_