shutterstr.ck°

TEAM SUBSCRIPTION CUSTOM LICENSE

Dated: September 12, 2022 Customer's Legal Name: Univerzita Karlova Address: Ovocný trh 560/5 Praha 1, Czech Republic 11636, Czech Republic Email Address: 206@ruk.cuni.cz

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 http://shutterstock.com/license and incorporated herein by this reference, with particular respect to the Standard Image License set forth therein (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 EUR 4,908 (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 3 authorized users employed by Customer or its Affiliates (each an "Authorized User");
 - c. Each Authorized User must have an individual login and password. Authorized Users may not share login credentials with any other person;
 - d. The license history for the Shutterstock account with the username "UniverzitaKarlovaCZ" 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.
 - e. During the Term, this Custom License permits Customer's Authorized Users to download:

Content	
Shutterstock 1 year Team Subscription 750 Images/Month Plus	

- f. 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;
- g. Customer will provide Shutterstock with the names of the Authorized Users upon Shutterstock's reasonable request;

- h. 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;
- 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.
- j. "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. Authorized Reseller. Isifa CEE, S.R.O, with a principal place of business at K Vinici 1256, Pardubice Zelené Předměstí, 530 02 Czech Republic ("Reseller") is an authorized reseller of Shutterstock services pursuant to an agreement between Reseller and Shutterstock. Reseller is authorized to send invoices on behalf of Shutterstock. Payments made to Reseller shall serve as payments to Shutterstock. The license fees charged do not include any taxes, duties or government charges. Customer will be responsible for the applicable taxes, duties or government charges.

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.

CONSENTED TO AND AGREED

Univerzita Karlova

By:	
Name:	
Title:	
Date:	