Brand Agreement

PLATFORM SERVICES • BRAND CONTENT AND LICENSING

This Brand Agreement (the “Agreement”) is accepted by the legal entity identified in the account registration (“Customer”) and Vault Momento (“Vault”) as of the date of electronic acceptance or the date of the last signature below.

1. Account and Authority

This Vault Brand Agreement (“Agreement”) is entered into by Vault Momento (“Vault”) and the company or other legal entity identified in the account registration and acceptance record (“Customer”). This Agreement governs Customer’s access to and use of Vault’s platform and Archive services.

The individual accepting this Agreement represents that they are authorized to act for and bind Customer. Customer is responsible for activity conducted through its account by its employees, contractors, agencies, and other authorized users, and must keep account credentials secure.

2. Vault Services

Vault provides an online platform that enables Customer to upload, store, organize, search, manage, share within its authorized workspace, and maintain records relating to photographs, still images, video, footage, clips, and other digital assets (“Customer Content”). The specific features available to Customer depend on its plan and the features made available through its account.

Vault acts as a technology and storage service provider. Vault does not acquire ownership of Customer Content and does not act as Customer’s publisher, production company, licensing agent, rights-clearance service, law firm, insurer, or guarantor of the rights in any content uploaded to the platform.

3. Customer Content and Limited Platform Permission

As between Vault and Customer, Customer retains its ownership of Customer Content, subject to any rights held by third parties. Customer grants Vault a limited, non-exclusive, worldwide, royalty-free permission to host, store, reproduce, transmit, display within Customer’s private Archive, back up, and technically process Customer Content only as reasonably necessary to provide, secure, maintain, and support the Vault services requested by Customer.

This permission includes routine technical operations such as file conversion, compression, transcoding, generation of previews or thumbnails, indexing, search, metadata handling, and making content available to users authorized by Customer. Vault may use service providers acting on its behalf to perform these operations, subject to appropriate confidentiality and data-protection obligations.

This permission does not grant Vault any right to sell, license, publish, advertise with, publicly display, commercially exploit, edit for creative purposes, or otherwise use Customer Content outside the operation of the Vault services. Vault will not use Customer Content to train or fine-tune general-purpose or shared artificial intelligence models. Any additional use would require Customer’s separate, express written authorization.

Customer is responsible for retaining its own original files and backups. Vault’s storage, backup, deletion, and retention practices are subject to the platform’s then-current service descriptions and privacy notice. Following account closure, Vault may retain limited copies for a reasonable period for backup, security, legal compliance, dispute resolution, or transaction-record purposes.

4. Customer’s Rights and Clearances

For every item of Customer Content, Customer represents, warrants, and agrees that it owns the content or has obtained and will maintain all rights, licenses, consents, and permissions necessary to upload it to Vault and use the Vault services in relation to it, including the limited platform permission granted in Section 3.

Customer is solely responsible for determining what rights and clearances are required for each asset and for obtaining, maintaining, and complying with them. Depending on the content, this may include copyright ownership or licenses; contributor, photographer, videographer, agency, production company, employer, or client agreements; talent, model, performer, voice, parent or guardian releases; property and location releases; and permissions for music, artwork, logos, trademarks, archival material, and other third-party content.

Where Customer uploads content that it does not own outright, Customer must ensure that the applicable license or agreement permits the content to be stored and processed through Vault and made accessible to the users Customer authorizes. Uploading content to Vault does not expand, replace, or override the rights granted under any separate license, contributor agreement, release, or other contract. Customer must observe all restrictions, attribution requirements, expiry dates, territory limits, media limits, and other conditions applicable to the content.

Customer is responsible for uploading or attaching to the relevant asset record copies of applicable contributor agreements, formal licenses, talent releases, property releases, and other supporting clearance documents. Customer must ensure that those

documents are complete, properly signed, authentic to the best of its knowledge, and sufficient for Customer's intended use. Vault may provide tools to store and associate documents with assets but does not independently verify their authenticity, completeness, scope, or legal sufficiency.

Customer must not upload content if it lacks the rights or authority required for the activities contemplated by this Agreement. Customer must promptly notify Vault and remove, restrict, or correct content or documentation that is inaccurate, incomplete, expired, withdrawn, disputed, or subject to a restriction inconsistent with its use of the platform.

5. Content Licensed Through Vault

This Section applies only when Customer selects and licenses content submitted by an independent contributor through Vault. It does not apply to Customer Content uploaded to the Archive for storage or management, or to content Customer has licensed directly from another source outside Vault.

For each contributor submission selected through Vault, Customer agrees to pay the one-time license fee displayed for that submission, together with Vault's 10% processing fee, unless a different fee is expressly shown or agreed in writing. The applicable contributor license fee and processing fee will be disclosed before Customer confirms the transaction.

The rights to use contributor content arise only when the payment has cleared and Vault records the submission as licensed. The applicable Contributor Agreement and any asset-specific restrictions govern the rights granted, including permitted uses and editing rights. Customer must not use contributor content beyond those rights. Vault facilitates the transaction and records the license status; it does not transfer ownership of the content.

Customer is responsible for reviewing the license information and applicable releases associated with a submission before use. If Customer requires additional rights or terms beyond those provided by the applicable Contributor Agreement, Customer must obtain those rights separately in writing from the relevant rights holder.

6. Use of the Platform

Customer will use Vault in compliance with applicable law and will not upload or use content in a manner that infringes another person's rights, violates a contractual restriction, or is unlawful. Customer will not attempt to bypass access controls, interfere with the security or operation of the platform, or permit unauthorized persons to access its Archive.

Customer is responsible for the accuracy of account information, permissions granted to its users, and the content and documentation maintained in its Archive. Customer must promptly notify Vault of unauthorized access, suspected account compromise, or any claim or dispute relating to content in its Archive or licensed through Vault.

7. Rights Complaints and Platform Action

Customer must promptly notify Vault if it receives a complaint, demand, takedown notice, or other claim relating to content uploaded by Customer or licensed through Vault. Customer will preserve relevant records and reasonably cooperate with Vault in investigating and responding to the matter.

Vault may restrict access to, suspend, or remove content where Vault reasonably believes there may be a rights issue, legal risk, security concern, or breach of this Agreement. Vault's review, storage, display, or failure to remove any content does not constitute legal advice, verification, approval, or a guarantee that Customer has sufficient rights to use it.

8. Fees and Payment

Customer will pay the subscription, storage, service, and other fees applicable to its selected plan, as presented during signup or otherwise agreed in writing. Fees for licensing contributor submissions through Vault are governed by Section 5 and the transaction details displayed before payment. Customer is responsible for applicable taxes, excluding taxes based on Vault's net income.

Customer authorizes Vault and its payment providers to process charges using the payment method selected for the account or transaction. Any renewal, cancellation, refund, and plan-change terms presented during signup or in the applicable plan terms form part of this Agreement.

9. Indemnification

Customer will defend, indemnify, and hold harmless Vault and its affiliates, and their respective officers, directors, employees, contractors, and agents, from and against third-party claims, losses, liabilities, damages, costs, and reasonable attorneys' fees arising out of or relating to: (a) Customer Content uploaded or provided by or on behalf of Customer; (b) Customer's lack of ownership, authority, consent, or clearance for content; (c) Customer's breach of a third-party license, contributor agreement, release, or other rights document; (d) Customer's use of content or the Vault services in violation of this Agreement or applicable law; or (e) acts or omissions of Customer's users, agencies, contractors, or representatives.

Vault will give Customer reasonable notice of a claim for which it seeks indemnification and reasonable cooperation, at Customer's expense. Customer may control the defense and settlement, provided that it may not settle a claim in a manner that admits fault by, imposes obligations on, or fails to provide a full release to Vault without Vault's prior written consent. Customer's obligations do not

apply to the extent a claim is finally determined to have resulted directly from Vault's breach of this Agreement or willful misconduct.

10. Availability, Disclaimer and Limitation of Liability

Vault will use commercially reasonable efforts to make the services available but does not guarantee uninterrupted or error-free operation, permanent availability of any feature, or that Customer's content will be immune from loss, corruption, or unauthorized access. Customer should maintain independent copies of important content and records.

To the fullest extent permitted by law, Vault disclaims all implied warranties, including warranties of merchantability, fitness for a particular purpose, and non-infringement, except to the extent such disclaimers are prohibited by law. Vault does not warrant the legal status, accuracy, quality, ownership, or clearance of any content uploaded to or licensed through the platform.

To the fullest extent permitted by law, neither party will be liable to the other for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, revenue, goodwill, data, or business interruption. Vault's total aggregate liability arising out of or relating to the services or this Agreement will not exceed the fees paid by Customer to Vault for the services during the twelve (12) months immediately preceding the event giving rise to the claim. This limitation does not apply where prohibited by law or to liability that cannot legally be limited.

11. Suspension and Termination

Customer may cancel its account in accordance with the cancellation terms applicable to its plan. Vault may suspend or terminate access for nonpayment, material breach, suspected unlawful activity, rights disputes, security risks, or where reasonably necessary to protect Vault, its users, or third parties. Where practical, Vault will provide notice and an opportunity to address the issue.

Upon termination, Customer's right to access the platform ends, subject to any applicable export or retrieval period offered by Vault. Customer remains responsible for maintaining its own copies of content and documentation. Termination does not affect payment obligations already incurred, rights granted under completed contributor-content licenses, or provisions that by their nature should survive, including ownership, accrued payment obligations, indemnification, limitations of liability, and dispute provisions.

12. Electronic Acceptance and General Terms

Customer may accept this Agreement electronically during account registration, onboarding, or through an authorized account administrator. Electronic acceptance or signature is binding to the same extent as a handwritten signature, subject to applicable law. Vault may retain the accepted Agreement, the identity and account details of the accepting representative, the date and time of acceptance, and an available electronic audit record.

This Agreement, together with the applicable plan details, checkout disclosures, privacy notice, and any written order or service terms accepted by Customer, forms the agreement between Vault and Customer concerning use of the Vault services. If there is a conflict, a later written agreement signed by both parties controls to the extent it expressly addresses the conflicting subject.

Customer may not assign this Agreement without Vault's prior written consent, except to a successor in connection with a merger or sale of substantially all of Customer's relevant business, provided the successor assumes Customer's obligations. Vault may assign this Agreement to an affiliate or successor in connection with a merger, reorganization, or sale of its business. If any provision is unenforceable, the remaining provisions remain in effect. A failure to enforce a provision is not a waiver.

This Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-law rules. The parties submit to the state and federal courts located in Delaware for disputes arising from this Agreement.

CUSTOMER DETAILS AND ACCEPTANCE

Legal entity name: _____

Entity type and jurisdiction of formation: _____

Business address: _____

Authorized representative name and title: _____

Authorized representative email: _____

Vault account email / account ID: _____

By signing below or affirmatively accepting this Agreement electronically, the undersigned confirms that they have read and agree to its terms and are authorized to bind Customer.

AUTHORIZED SIGNATURE	DATE

Printed name	Title