Vault

Contributor Agreement

CONTENT LICENSE • PHOTOGRAPHY, VIDEO AND RELATED CONTENT

This Contributor Agreement (the “Agreement”) is entered into as of the date of the last signature below by and between the individual or entity identified below (“Contributor”) and Vault Momento (“Vault”). Any person or entity that selects a Submission and completes the applicable one-time license payment through Vault is a “Licensee” and receives the license described in this Agreement. Each Licensee is an intended third-party beneficiary of that license and the protections related to it.

Contributor legal name / entity	_____
Contributor email / address	_____
Effective date	_____

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“Content” means any photograph, still image, image sequence, video, motion picture, footage, clip, frame grab, animation, audio recording, sound recording, soundtrack, voice recording, caption, metadata, and other material or information uploaded or delivered by Contributor to Vault, whether individually or as part of a collection. Each item or collection submitted is a “Submission.” References in this Agreement to Content include both image and video assets and all associated media and files.

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5. License Fee and When Rights Begin

The Licensee pays the one-time license fee displayed for the applicable Submission through Vault. The contributor rate, currency, and any applicable payment conditions are presented through Vault before the Licensee completes the license transaction. The license in Section 3 does not take effect until the applicable payment has been completed and the Vault records the Submission as "Licensed." Before that time, Vault and the Licensee may use the Submission only as reasonably necessary to upload, store, review, administer, and decide whether to license it within the Vault.

After the license fee is paid and the Submission is marked Licensed, no additional royalties, residuals, reuse fees, or time-based renewal fees are due for uses within the scope of the license. Vault facilitates payment administration and records the transaction. The contributor receives the rate displayed for the Submission, subject to the payment terms presented in the Vault. Any separate Vault processing charge to the Licensee is distinct from the contributor rate.

6. Contributor Representations, Warranties and Covenants

Contributor represents, warrants, and agrees, for each Submission, that: (a) Contributor is the creator and owner of the Content or has obtained and will maintain all rights, licenses, permissions, consents, and authority necessary to submit the Content and grant every right in this Agreement; (b) Contributor has authority to bind any co-owner, employer, client, production company, assignee, or other rights holder whose permission is required, and no employer, commissioning party, client, collective, union, guild, or other agreement prevents the grant; (c) the Content and permitted uses will not knowingly infringe copyright, trademark, trade dress, privacy, publicity, moral, contractual, or other rights; (d) all information and rights-clearance details supplied are complete and accurate; (e) all required talent, property, location, music, artwork, logo, archival, and other third-party releases or permissions have been obtained in writing and cover the permitted uses and editing described here; (f) no identifiable person is a minor unless the required parent or legal guardian consent has been obtained; (g) Contributor has not granted and will not grant conflicting rights; and (h) Contributor is at least 18 years old or the age of majority where Contributor resides, and has capacity to enter this Agreement.

Contributor will promptly notify the Licensee if Contributor learns that any representation above is inaccurate or a required permission has been withdrawn, limited, or challenged. Contributor will provide copies of releases or proof of authority on reasonable request. Contributor must not submit Content that Contributor knows is subject to a restriction inconsistent with this Agreement.

7. Releases and Third-Party Materials

Contributor must provide a completed Vault Talent Release for each identifiable person whose name, image, likeness, performance, or voice is included in Content, and a completed Vault Property Release where a release is reasonably required for identifiable private property or other protected property interests. Contributor is also responsible for obtaining any other necessary clearances, including for music, artwork, logos, trademarks, copyrighted works, locations, and other third-party materials. Vault may reject, suspend, or remove any Submission for which required documentation is missing or inadequate.

A property release does not grant copyright in the photograph or video itself. A talent release does not grant rights in the underlying footage, music, or other third-party content. Contributor must ensure that all necessary rights are cleared separately.

8. Indemnification

Contributor will defend, indemnify, and hold harmless the Licensee, Vault, and each of their respective officers, directors, employees, and agents from third-party claims, losses, liabilities, damages, costs, and reasonable attorneys' fees arising out of or relating to Contributor's breach of the representations, warranties, or covenants in this Agreement, including an allegation that Contributor lacked rights or authority to submit Content or grant the license. This obligation does not apply to the extent a claim results from a use of Content by the Licensee or Vault outside the rights granted in this Agreement.

9. Credit; No Approval Rights

Where reasonably practicable, the Licensee may credit Contributor using the display name in Contributor's Vault profile, but credit is not guaranteed and omission of credit is not a material breach. Contributor has no right to inspect or approve edits, adaptations, layouts, advertisements, or other finished uses of licensed Content.

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Vault may remove Content from its platform at any time. Removal, deletion of an Vault listing, or termination of Contributor's account does not terminate a license that became effective under Section 3, and does not require the Licensee to recall, destroy, or withdraw materials already distributed, published, produced, or committed for publication. Rejected or unlicensed Content remains unlicensed and may not be used beyond the limited review and administration permitted by this Agreement.

11. Electronic Records and Signatures

The Parties consent to conduct this transaction electronically and agree that an electronic signature, including a signature applied through a reputable electronic-signature service or a typed name adopted with intent to sign, may bind the signing Party to the same extent as a handwritten signature, subject to applicable law. The signing Party confirms that they can access and retain the electronic record and may request a paper copy from the other Party without charge. The Parties may instead sign counterpart paper copies.

Vault or the electronic-signature provider should retain the final executed version and a reliable audit trail, including signer identity and email, signature intent and action, date and time, document version, and available authentication or completion records. An IP address may be retained where collected and disclosed in the applicable privacy notice. Each Party should be able to download or print the completed Agreement.

12. General Terms

This Agreement, together with the applicable written commercial terms and any Submission-specific license record, is the entire agreement concerning the Content licensed under it. If there is a conflict, this Agreement controls unless the later written commercial terms expressly identify the provision being varied. Any amendment or waiver must be in writing and accepted by the affected Parties. Updated terms apply prospectively to future Submissions only after affirmative acceptance; they do not retroactively reduce or expand rights already granted for a licensed Submission.

Neither Contributor nor Vault may assign this Agreement without the other's written consent, except that a Licensee may assign its license to an affiliate or successor in connection with a merger, reorganization, or sale of substantially all relevant business assets, provided the assignee agrees to remain bound by the applicable license restrictions. If any provision is unenforceable, the remaining provisions remain effective. No waiver is effective unless in writing. This Agreement does not create an employment, agency, partnership, or joint-venture relationship between the Parties.

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.

SIGNATURE

CONTRIBUTOR SIGNATURE	DATE
Printed legal name	Email address
Entity name and title (if signing for an entity)	Authority / title

Submission / License Record (completed in the Vault): Submission ID(s): _____
Contributor rate and currency: _____ License payment date: _____ License status: _____