

RELEASE TO USE CONTENT

This RELEASE TO USE CONTENT (this “**Agreement**”) is entered into by and between you (“**Licensor**”, “**You**”, “**Your**”) and Cricut, Inc. (“**Licensee**” or “**Cricut**”). Together the “**Parties**,” and each individually a “**Party**.”

WHEREAS, Cricut is a world leader in creative technology renowned for its innovative crafting devices, design software, and materials, empowering hobbyists and DIY enthusiasts to bring their artistic visions to life with precision and ease. Cricut inspires and encourages individuals to lead creative lives via its strong online presence including its own website and a variety of social platforms such as Facebook, Instagram, TikTok, Pinterest, etc.

WHEREAS, You agree to grant Cricut a license to Your Content (as defined below), and Cricut agrees to use such license for the uses and purposes described herein,

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by responding in the affirmative, finishing the applicable registration process, or performing on delivery of Your Content to Cricut’s, You hereby agree to the following:

“**Content**” is defined as any images, photographs, video, audio, interviews, stories, personal histories, social media posts, and any other recording, documents, or materials Licensor may make available to Cricut in any now known or future media. Content also includes Licensor’s name, image, voice, likeness, social profile information, and other related personal identifiers (“**Licensor’s Image**”).

1. License.

1.1 Grant of Rights. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Cricut and its affiliates an royalty-free, fully paid up, irrevocable, fully transferable and sublicensable right and license, to reproduce, perform, display, transmit, publish, edit, sell, broadcast, stream over the Internet, post, distribute and otherwise use the Content indefinitely and throughout the world in any and all formats and media whether now or hereafter known or devised and by any and all technologies and means of delivery whether now or hereafter known or devised. Licensor further authorizes Cricut to adapt, edit, summarize, translate, modify, and create derivative works of the Content. For sake of clarity, as further defined above, Licensor additionally grants identical rights to Licensor’s Image.

1.2 Permissions. Licensor owns and/or has obtained from all persons and entities who provided services for or participated in, or are, or whose trademark, copyright, or other property is, identified, depicted, or otherwise referred to in the Content, such written and signed licenses, permissions, waivers, and consents (collectively, “**Permissions**,” and each, individually, a “**Permission**”), including those relating to publicity, privacy, and any intellectual property rights, as are or reasonably may be expected to be necessary for Cricut to exercise its rights in the Content as permitted by this Agreement, without incurring any payment or other obligation to, or otherwise violating any right of, any such person or entity.

2. Acknowledgment of Ownership & Waiver of Fees.

Except for the licenses expressly granted to Cricut in this Agreement, Cricut acknowledges that: (a) as between Cricut and Licensor, all right, title, and interest in and to the Content are owned by Licensor; and (b) any derivative works, modifications, or improvements made thereto by Cricut will be owned by Cricut. Licensor expressly waives any and all rights to payment, royalty, license fee, or any other form of cost or compensation arising from or related to the Content hereunder.

3. Confidentiality. Each Party (the “**Receiving Party**”) acknowledges that, in connection with this Agreement, it will gain access to information that is treated as confidential by the other party (the “**Disclosing Party**”), including information about its business affairs, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, including business operations and strategies, marketing,

creative elements, artwork, visual representations, research material and data, specifications, processes, and technological developments, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party before being disclosed by or on behalf of the Disclosing Party; or (d) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party’s Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except: (A) to the Receiving Party’s officers, employees, agents, consultants, and legal advisors who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement; or (B) pursuant to applicable federal, state, or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction, provided that the Receiving Party shall first make commercially reasonable efforts to provide the Disclosing Party with: (1) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (2) reasonable assistance, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

4. Representations and Warranties.

4.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions of the party; and (c) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

4.2 Licensor's Representations and Warranties.

Licensor represents and warrants that:

(a) it solely and exclusively owns and controls the right, title, and interest in and to the Content in connection with Cricut's uses permitted hereunder and has the full right, power, and authority to grant the rights and licenses granted hereunder;

(b) it has not granted any licenses, liens, security interests, or other encumbrances in, to, or under the Content, and no consents from or payments to any third-party are or will be required by Licensor's grant and license of rights to Cricut hereunder or by Cricut's exercise of such rights;

(c) it is free to enter into this Agreement and that Licensor's performance hereunder will not conflict with any other agreement or understanding to which Licensor may be a party; and

(d) the exercise by Cricut of the rights and license granted under this Agreement will not infringe or otherwise conflict with the rights of any other person or entity.

5. Indemnification.

5.1 Indemnification. Licensor shall indemnify, defend, and hold harmless Cricut and its affiliates, officers, directors, employees, agents, sublicensees, successors, and assigns (each, a "**Cricut Indemnified Party**") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or in connection with any third-party claim, suit, action, or proceeding ("**Third-Party Claim**"): (a) relating to any actual or alleged breach or misrepresentation by Licensor of, inaccuracy in, or failure to perform, any representation, warranty, covenant, or other obligation hereunder; (b) relating to the subject matter of the Content; or (c) resulting directly or indirectly from the Content or use of the Content by Cricut or any of its affiliates or sublicensees in accordance with this Agreement, including failure to obtain any require Permission, or infringement or other violation of any intellectual property or other personal or proprietary rights of any person or entity resulting from the use of the Content by Cricut or any of its affiliates or sublicensees in accordance with this Agreement.

5.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CRICUT WILL NOT BE LIABLE TO LICENSOR UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, OR FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. General.

6.1 Entire Agreement. This Agreement, including and together with any related attachments, is the sole and entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter.

6.2 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the

enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.

6.3 Assignment. Cricut may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensor's consent. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

6.4 Choice of Law; Venue. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of Utah. Any legal suit, action, or proceeding arising out of or relating to this Agreement will be instituted in the federal or state courts in each case located in Salt Lake City, Utah, and each Party irrevocably submits to the jurisdiction of such courts in any legal suit, action, or proceeding.

6.5 Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for nor bind the other Party in any manner whatsoever.

6.6 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

[END OF AGREEMENT]