

WOOT ARTIST AGREEMENT

Thank you for submitting your artwork (the “Artwork”) to Woot Services LLC. (“Woot,” “we”). By clicking the “I Accept” button and submitting your Artwork to Woot, you (the “Artist,” “you”) agree to these Terms and Conditions (the “Agreement”).

1. COPYRIGHT OWNERSHIP. You retain copyright ownership of the Artwork submitted to Woot. We may, at Woot’s discretion and expense, register the Artwork with the U.S. Copyright Office in your name. We may record the license granted to it in this Agreement, and you agree to assist Woot as necessary with such recordation, including by executing any documents related to the recordation that we may reasonably request.

2. GRANT OF RIGHTS. You grant Woot the non-exclusive, perpetual, irrevocable, world-wide, right and license to use, reproduce, print, publish, publicly display, transmit, market, sell, distribute, and sublicense the Artwork in all forms and media now known or hereafter developed. We may make or authorize non-substantive changes to the Artwork to prepare it for production use. You waive all rights of approval of Woot’s use of the Artwork.

3. NO OBLIGATION. Use of the Artwork by Woot is at Woot’s sole discretion. We are under no obligation to use the Artwork at all, or to use the Artwork in any specific manner or for any specific period or duration of time.

4. ARTIST COMPENSATION. We shall pay Artist a fee of Two Dollars (\$2.00) per item sold by Woot at a retail price in excess of Fifteen Dollars (\$15.00) per discrete item incorporating the Artwork. If your design is selected as a featured Daily offer, we shall pay you a flat fee of One Thousand Dollars (\$1,000.00) for the aggregate amount of sales incorporating the Artwork on the day the Artwork is first made available by Woot to the general public as the featured Daily offer. Thereafter and for any other artwork featured outside of the featured Daily offer, we shall pay Artist a fee of Two Dollars (\$2.00) per item sold by Woot at a retail price in excess of Fifteen Dollars (\$15.00) per discrete item incorporating the Artwork. Such payments shall be made on a calendar quarter basis, within 30 days of the end of each calendar quarter. You acknowledge that Woot makes no representations, warranties, or covenants with respect to the level of sales, if any, for the apparel, garments or other forms and media or the amount of fees to be earned by you.

5. INDEPENDENT CONTRACTOR; PAYMENT OF TAXES. You are an independent contractor and are required to report any income, and pay taxes to all applicable tax authorities including the U.S. government or any state, local, or international jurisdiction. Woot will withhold and remit taxes at the time of payment for any artists that are subject to withholding. Royalty payments to U.S. independent contractors exceeding the annual \$10 USD threshold will be reported on IRS Form 1099-MISC and U.S. source royalty payments to non-U.S. independent contractors will be reported on IRS Form 1042-S.

6. CREDIT. Woot shall provide you with appropriate credit in the Artwork, at Woot’s discretion.

7. ARTIST REPRESENTATIONS. You represent and warrant that you have the right to enter into this Agreement, that the Artwork is original, and shall not infringe upon or violate any copyright, or any other personal or proprietary right of any kind of any third party. You indemnify Woot, its officers, directors, employees, successors and assigns, against any and all losses, expenses (including attorney’s reasonable fees), or damages arising out of any breach of your warranties, representations, and obligations hereunder. This paragraph shall survive the expiration or termination of this Agreement for any reason.

8. TERMINATION. We may terminate this Agreement for any reason immediately upon written notice to you. If we terminate this Agreement for any reason other than your breach of the Agreement, you shall be entitled to retain the amounts paid to Artist up to the date of such termination and shall not be entitled to any further compensation. If we terminate this Agreement as a result of your breach of the Agreement, you shall return all amounts paid to Artist hereunder. Upon such repayment, all rights granted to Woot under this Agreement shall terminate, and we shall have no further obligation of any kind to you. You may terminate this Agreement for any reason by emailing a termination notice to artistsupport@woot.com. Your notice should identify the Artwork that is subject to termination. Woot will remove the Artwork from our catalog within 14 business days. We will pay you fees for all units sold prior to the removal of your Artwork.

9. GENERAL PROVISIONS. This Agreement is binding upon and inures to the benefit of the executors, administrators, heirs, and assigns of you and Woot. Any notices permitted or required under this Agreement shall be deemed sufficient if sent via email to artistsupport@woot.com and email receipt is acknowledged by Woot. We will communicate with you via the email address you provide. This Agreement represents the entire agreement between parties, which Woot may update from time to time in its sole discretion. If one or more of the provisions contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. The waiver of any breach of any provision of this Agreement, regardless of the number or extent of such waivers, shall not be construed as a modification of this Agreement or as a waiver of any other breach of that provision or of any other provision of this Agreement. If, in the opinion of either party, the other has breached this Agreement, that party shall notify the other in writing of that breach, which shall not be a ground for any action, claim, or proceeding unless the alleged breach has not been substantially cured within thirty (30) days after receipt of notice. In the event of Woot’s breach, you may seek damages only; in no event shall you be entitled to interfere with, enjoin, or otherwise restrain Woot’s right to use and incorporate the Artwork on or in all forms and media now known or hereafter developed. This Agreement shall be interpreted according to the laws and in the state and federal courts of the State of Texas, and both parties consent to the exclusive personal jurisdiction, and waive any objections to the venue, of such courts.