

EXHIBIT H

August 27, 2008

Steven Diamond
Caroline Anderson
Scholastic
Scholastic Library Publishing
568 Broadway
New York, N.Y. 10012-3225

RE: PREFERRED PRICING AGREEMENT

Dear Steven and Caroline:

Effective the 24 day of September, 2008, ("Effective Date") this agreement ("The Agreement") sets forth the understanding between Corbis Corporation ("Corbis") and Scholastic Inc. and Scholastic Library Publishing ("Scholastic") with respect to future licensing by Scholastic of images from the Corbis Collection (the "Images").

This agreement supersedes any and all prior agreements and discussions between and Scholastic (to include Scholastic Inc., Scholastic Library Publishing/Grolier and Franklin Watts/Children's Press and Klutz). **All information contained in this agreement is confidential.**

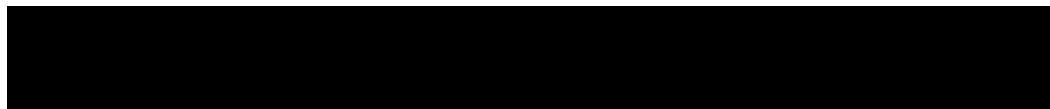
TERMS OF LICENSE

Subject to the terms and conditions of this Agreement, the following pricing terms shall apply.

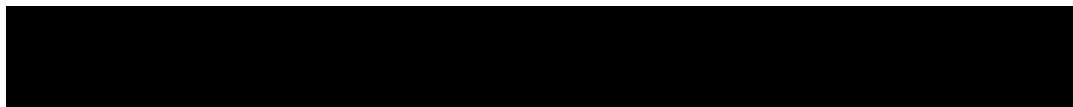
Image Pricing:

Please refer to Rates Schedule on Attachment A

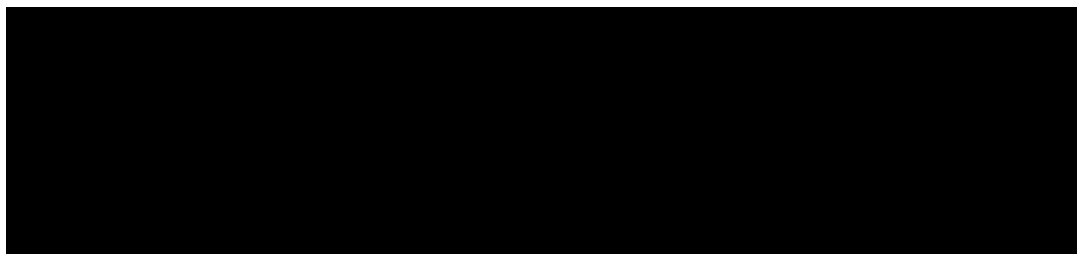
Promotional Use:



Re-use Fees:



Royalty Free Images:



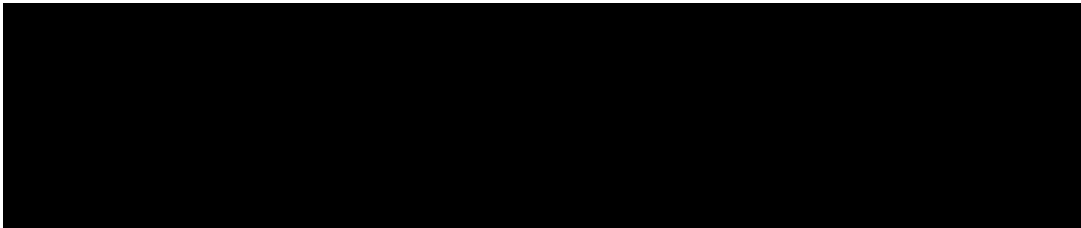
Target Revenue Goal:



Terms & Conditions for Volume-based Pricing:

Attached hereto is a copy of Corbis' current Corbis Content License Agreement ("CCLA"). In the event there is a conflict between the CCLA and this letter Agreement, the unique terms of the CCLA will govern.

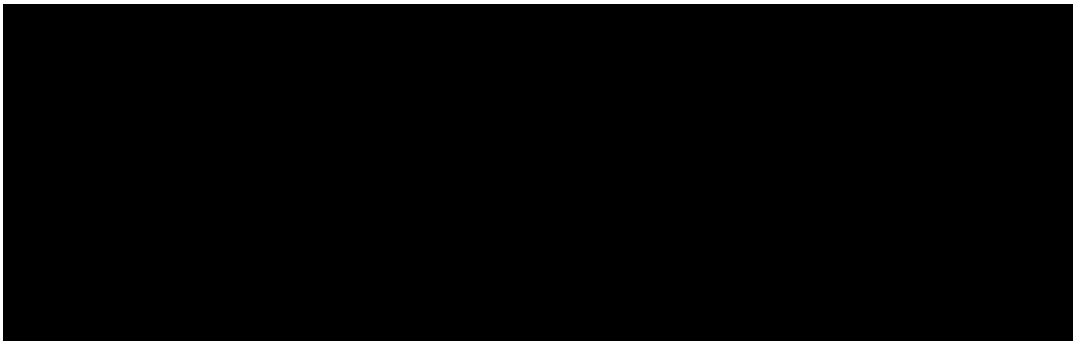
Research and Production Fees:



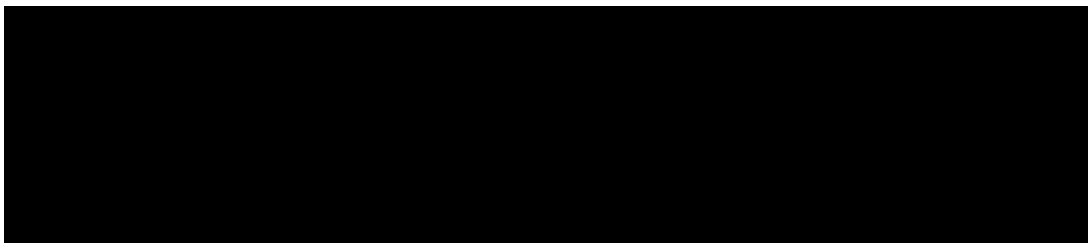
Term of Agreement:

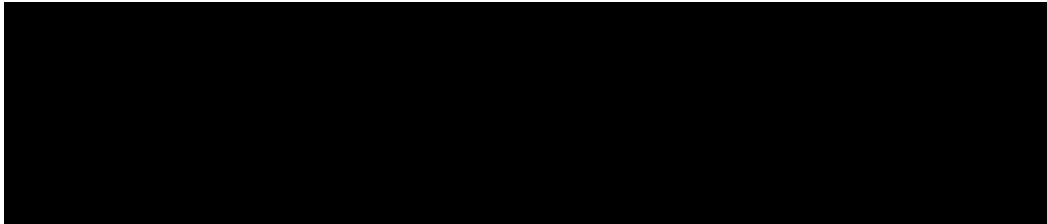
This Agreement will be in effect for two (2) years commencing on the Effective Date.

Special Service Fees:



Excluded and Premium Images:






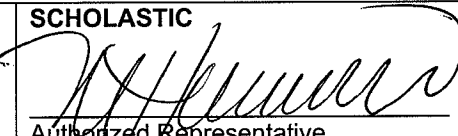
If these terms meet with your understanding, kindly have an authorized representative from Scholastic sign and return two (2) copies to my attention. I will return an executed copy for your files.

Sincerely,

Eric Cohen
Corbis

Attachment A – Scholastic Rates Schedule
Attachment B – Corbis Content License Agreement (“CCLA”)

ACCEPTED AND AGREED:

CORBIS CORPORATION	SCHOLASTIC
 Authorized Representative	 Authorized Representative
Name: Renee Martin	Name: <u>Nelson Hitchcock</u>
Title: VP Sales & Service - Americas	Title: <u>S.V.P.</u>
Date: <u>9/18/08</u>	Date: <u>9/29/08</u>

**Attachment A:
Scholastic Rates Schedule**

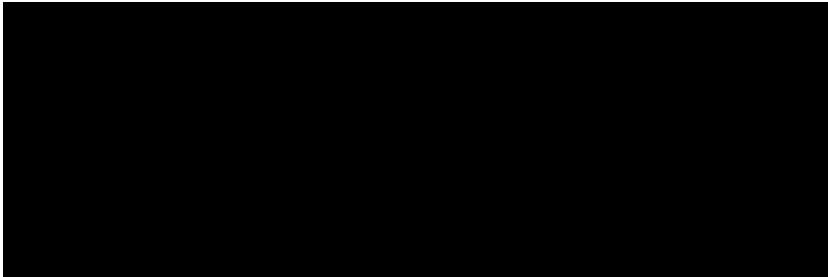
PRINT USE



ONLINE/ELECTRONIC USE



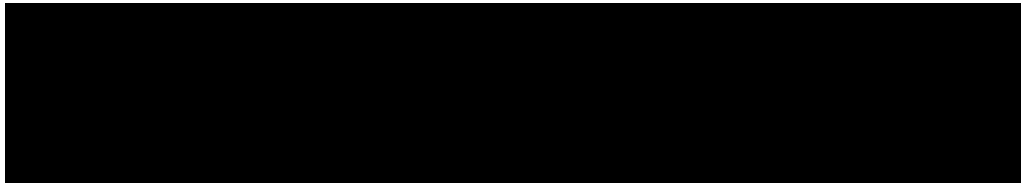
MISCELLANEOUS



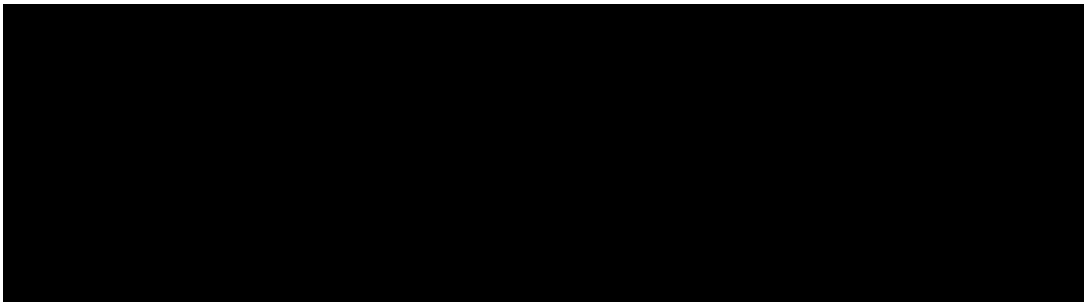
SCHOLASTIC Rates for 2008 Preferred Pricing Agreement

Subject to the terms and conditions of this Agreement, the following pricing terms shall apply.

A.



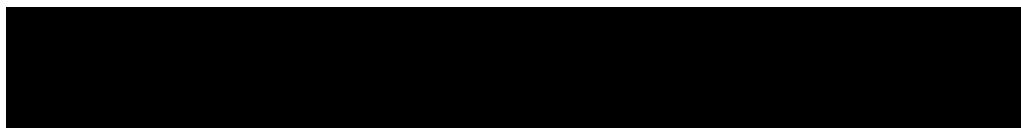
Usage: Book Interior	Price per Image, by print run				
	up to 25,000	25,001 - 50,000	51,000 - 100,000	101,000 - 500,000	501,000 - 1 Million



B. Book Set "Sleeve" use:



Price per Image		
up to 25,000 copies	up to 50,000 copies	From 50,001 -100,000 copies



C. Scholastic Magazines: [REDACTED]

Usage	Price Per Image			
	Up to 100,000	100,000 - 250,000	250,000 - 500,000	500,000 - 1 million
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

D. Online/Electronic use on Scholastic's website:

[REDACTED]

Usage	Price per Image
[REDACTED]	[REDACTED]

[REDACTED]

E. Audio Book packaging use:

[REDACTED]

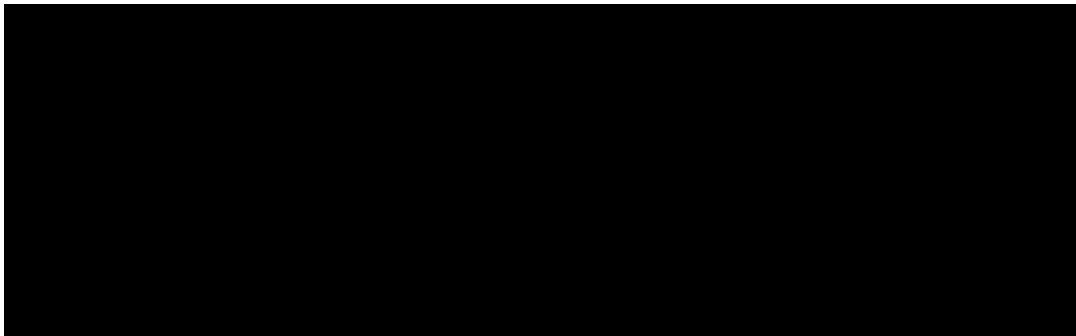
Price per Image		
up to 5,000 copies	up to 10,000 copies	up to 25,000 copies
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

F. CD-ROM or eBooks use:

[REDACTED]

Usage	Price per Image
[REDACTED]	[REDACTED]



G. Scholastic Education Program (SLP/Grolier) Electronic Use:



Usage	Price per Image
[Redacted]	

H. "No Child Left Behind" projects:

Usage	Price per Image
[Redacted]	

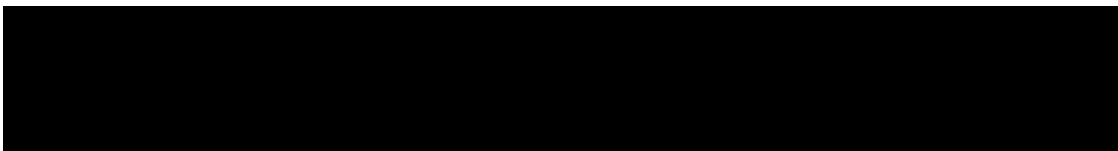
I. Scholastic Book Fairs:

Usage	Price per Image
[Redacted]	

J. Educational Posters for classroom use only:



Print Run	Price per Image; <u>any size use</u>
[Redacted]	



K. Marketing Posters: [Redacted]



Size of image use based on poster's size dimension	10,000 prints	25,000 prints
[Redacted]		

L. Marketing Brochures/Catalogs:

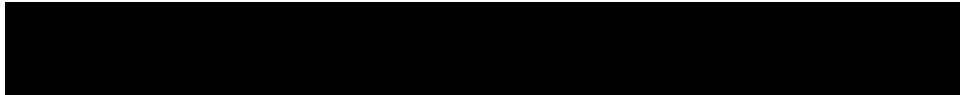
Brochure/Catalogs	Price of Image by circulation
[Redacted]	

M. Marketing Postcards/Invitations: [Redacted]

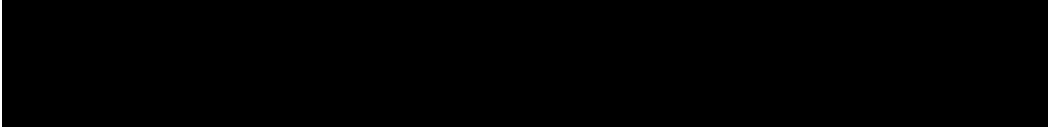
Postcards/Invitations	Price of image by print run
[Redacted]	

N. Motion Content: [Redacted]

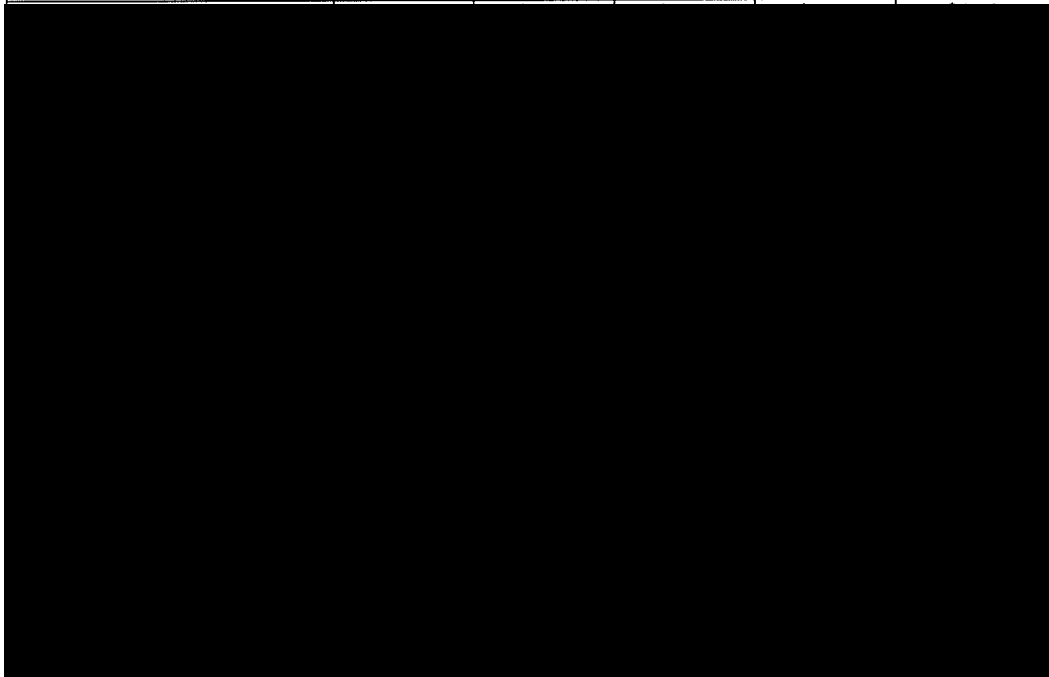
Usage	Price per second
[Redacted]	



O. KLUTZ BOOKS:



	Price per Image, by print run				
Usage: interior	up to 25,000	25,001 - 50,000	51,000 - 100,000	101,000 - 500,000	501,000 - 1 Million



Corbis / Scholastic Library Publishing Content License Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. THE FOLLOWING TERMS AND CONDITIONS, THE CONTENT-SPECIFIC INVOICE ("INVOICE") AND THE CONTENT-SPECIFIC ONLINE PAGE(S) LOCATED AT WWW.CORBIS.COM AND/OR WWW.CORBISMOTION.COM ("SPECIFIC CONTENT WEB PAGE") APPLICABLE TO THE LICENSED CONTENT (IF ANY), COLLECTIVELY GOVERN YOUR ACCESS AND USE OF ALL MATERIAL, IMAGES AND FOOTAGE (COLLECTIVELY, "CONTENT") AVAILABLE FROM CORBIS, AND CONSTITUTE A BINDING AGREEMENT ("AGREEMENT") BETWEEN YOU AND CORBIS CORPORATION. BY OBTAINING, USING OR PAYING FOR ANY CONTENT FROM CORBIS, YOU AGREE TO BE BOUND BY AND COMPLY WITH ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE APPLICABLE TERMS, DO NOT OBTAIN OR USE ANY CONTENT FROM CORBIS.

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3. License Grant:

(a) **Generally:** Any and all licenses granted by Corbis are conditioned upon (i) Your compliance with all provisions of this Agreement, and (ii) Corbis' receipt of full payment by You as identified in the applicable Invoice. Any and all license(s) granted to You hereunder and Your right to use the Content shall immediately terminate upon Your failure to comply with any material provision of this Agreement or to make full payment when due, in which case Corbis shall be entitled to pursue all other remedies available under copyright and other laws.

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9. Corbis' Indemnification of You: Corbis agrees to indemnify and hold You harmless against all claims, liability, damages (except punitive damages), costs and expenses, including reasonable legal fees and expenses, awarded against You arising out of or related to Corbis' breach of the warranties to You as provided under Section 5 above. Notwithstanding the preceding, Corbis shall have no obligation under this Section

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13. Footage-Specific Content (Footage Type): All Footage is licensed by the "cut" unless specifically noted. A "cut" shall be defined as one continuous scene from camera start to camera stop. All "cuts" are licensed at a per second charge with a ten second minimum charge per "cut". Any multiple uses of any "cut", splitting of any "cut"; or speeding, slowing or freezing of any "cut" is subject to additional charges. If the Footage is licensed by the "second" instead of by the "cut", You shall pay for the actual running time of the Footage. Any duplicate usage of the Footage, freeze frames, or slow motion shall be calculated at the actual on-screen running time of the Footage. All Footage licensed by the "second" may be subject to minimums based upon the agreed per second rate.

14. Taxes: You are responsible for the payment of all sales and use taxes, when applicable. Corbis does not accept resale certificates without prior written approval and at Corbis' discretion.

15. Cancellation/Termination:

(a) By You: If You cancel rights granted in the Invoice within seven (7) days from the date of the Invoice, You will be charged a fifty dollar (US\$50) transaction fee per Image or Footage Clip. If the cancellation notice is received more than seven (7) days, but less than thirty (30) days after the Invoice date, a cancellation fee equal to fifty percent (50%) of the amount of the Invoice will be charged. After thirty (30) days, no cancellations will be accepted and You are responsible for and must pay the full amount of the Invoice. For any cancellations, You must also pay any and all service charges, production fees, processing and handling fees and shipping fees. All licenses applicable to the cancellation shall immediately terminate upon cancellation. All cancellations are final.

(b) By Corbis: Corbis may, without further obligation or any liability to You or any other person or entity, terminate this Agreement and Your license to use the Content by written notice in the event You fail to comply with any material provision of this Agreement, and Your failure to cure such default within thirty (30) days of written notice thereof from Corbis. Upon any termination, cancellation or expiration of this Agreement, neither You nor any other person or entity covered by the license granted to You under this Agreement shall have any further right to make any use of the Content.

16. Copies: At Corbis' reasonable request, You shall provide to Corbis free of charge one (1) copy of any use made of the Content as authorized hereunder.

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20. Corbis Trademarks: Except for credits as required above, You may not use the trademarks or service marks of Corbis without Corbis' prior written consent.

21. Choice of Law / Jurisdiction / Attorneys' Fees: Any dispute regarding this Agreement shall be governed by the laws of the State of New York, and by Titles 15, 17 and 35 of the U.S.C., as amended, and the parties agree to accept the exclusive jurisdiction of the state and federal courts located in New York, New York, regardless of conflicts of laws. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed. The parties hereto confirm that it is their wish that this Agreement as well as any other documents relating hereto, including notices, has been and shall be written in the English language. In any dispute between Corbis and You for breach of this Agreement where Corbis prevails, Corbis shall be entitled to recover its reasonable attorneys' fees, legal expert fees, court costs, and other legal expenses.

22. Confidentiality: During this Agreement, Corbis may provide You with certain pricing, technical, marketing and other confidential information. You acknowledge that such confidential information encompasses valuable trade secrets and is proprietary to Corbis. You agree that You will maintain the confidentiality of any "confidential information" that Corbis may provide to You, and You shall not use or disclose the same without the prior written consent of Corbis. "Confidential information" includes any information that is either designated as confidential by Corbis or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as confidential by you. Notwithstanding the foregoing, you shall have no obligation to treat as confidential, information and material which (i) was in the possession of or known by you at the time of disclosure without an obligation to maintain its confidentiality prior to its receipt; (ii) is or becomes known to the public without violation of this Agreement; (iii) is disclosed lawfully to you by a third party who, to the best of your knowledge, has the right to disclose it without an obligation of confidentiality; (iv) is independently developed by you; (v) is approved in writing by Corbis for disclosure; or (vi) is required to be disclosed by law or court order, provided that prior to written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to Corbis.

23. Survival: Sections 2, 3(a), 4, 5, 8, 10, 11, 12, and 14 - 25 shall survive termination or expiration of the Agreement.

24. Defined Terms:

- (a) "Agreement" means, collectively, the terms and conditions (i) herein, (ii) in the Invoice(s) and (iii) in the Specific Content Web Page(s) applicable to the Content licensed hereunder, all of which are incorporated into this Agreement by this reference.
- (b) "Comps" means Content licensed without a fee solely for Your internal evaluation to determine whether the Content is appropriate for Your intended use as either Rights Managed Content or Royalty-Free Content.
- (c) "End Use" means the final work product created with the Content as authorized hereunder and excluding Comp uses.
- (d) "Images" and "Footage" mean all images and footage clips, respectively, and related informational materials in any medium obtained from or furnished by Corbis hereunder, including without limitation related metadata, text, captions, or information.
- (e) "Rights Managed Content" means Content licensed for a fee on a per-use basis and expressly designated as "Rights Managed" or "RM" by Corbis.
- (f) "Royalty-Free Content" means Content licensed for an unlimited number of uses for a one-time flat fee and expressly designated as "Royalty-Free" or "RF" by Corbis.
- (g) "Term" means: (1) with respect to each license granted hereunder, the term specified herein or in the applicable Invoice and/or Specific Content Web Page, unless earlier terminated as provided herein and, (2) with respect to this Agreement, the term shall end on the earlier to occur of (i) termination or cancellation of this Agreement as provided herein or (ii) the expiration of all licenses issued under this Agreement.

25. Miscellaneous: This Agreement and any listed restrictions constitute the entire agreement between the parties with respect to the subject matter hereof and merge all prior and contemporaneous communications. This Agreement shall not be modified except by a written agreement signed by duly authorized representatives of Corbis, provided that no purchase order or similar document issued by You shall modify this Agreement even if signed by Corbis. If either party's performance of any of its obligations hereunder is delayed by labor dispute, war, governmental action, acts of terrorism, flood, fire, explosion, other act of nature, the public enemy, or any other matter not within such party's reasonable control, then the date for performance shall be extended by the time of such delay. If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable and in such manner as comes closest to the intentions of the parties to this Agreement as is possible. This Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

Exhibit A – Scholastic Parent Affiliates and Subsidiaries

Scholastic Inc.
Grolier
Children's Press/Franklin Watts
Klutz Press (California)
Scholastic Book Fairs (Florida)