

EXHIBIT A

SECTIONS 1.25-1.27 OF THE SETTLEMENT AGREEMENT

DEFINITIONS

1.25 “Released Claims” means any and all claims or causes of action of any kind, whether known or unknown (including “Unknown Claims” as defined below), fixed or contingent, accrued or not accrued, matured or not yet matured, asserted or unasserted, suspected or unsuspected, including without limitation those related to unknown and unsuspected injuries as well as unknown and unsuspected consequences of known or suspected injuries, that the Releasing Parties now own or hold, or have owned or held at any time prior to the Effective Date of this Agreement, arising from or related to Plaintiffs’ allegations or the alleged collection, storage, sale, monetization or derivation of revenue or profit from, or dissemination of alleged biometric or personal data, including all claims that were brought or could have been brought in the Action, including claims for any violation of BIPA, and further including, without limitation, any claim that Shutterfly does not comply with BIPA, or any other law or provision, with respect to the implementation of facial recognition technology.

1.26 “Released Parties” means Shutterfly, Inc. and Shutterfly LLC and their direct and indirect corporate parents, subsidiaries, affiliates, principals, investors, owners, members, controlling shareholders, trustees, estates, heirs, executors, administrators, partners, and joint venturers, along with the officers, directors, shareholders, employees, attorneys, representatives, agents, insurers, successors, predecessors, and assigns of such persons or entities.

1.27 “Releasing Parties” means Plaintiffs and the Class Members and their respective present or past heirs, executors, estates, administrators, trustees, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

SECTIONS 11.1-11.4 OF THE SETTLEMENT AGREEMENT

RELEASES

11.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

11.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

11.3 Upon the Effective Date, the Released Parties shall by operation of the Final Order and Judgment have, fully, finally, and forever released, relinquished, and discharged all claims against Plaintiffs, the Class, and Class Counsel that arise out of or relate in any way to the commencement, prosecution, settlement or resolution of the Action, except for claims to enforce the terms of the settlement or for breach of the Settlement Agreement.

Questions? Go to www.ShutterflyBIPASettlement.com or call 1-888-888-8888.

This Settlement affects your legal rights even if you do nothing.

11.4 Upon the Effective Date, the Released Parties covenant and agree that they, and each of them, will forever refrain from asserting, instituting, maintaining, prosecuting, continuing to maintain or prosecute, or threatening or attempting to assert, institute, maintain, or prosecute the Released Claims, in whole or in part, against the Released Parties.

[Please note that capitalized terms that are not defined herein have the same meaning as ascribed to them in the Settlement Agreement (available at www.ShutterflyBIPASettlement.com), including as defined in sections 1.1-1.35 of the Settlement Agreement]

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