

TERMS AND CONDITIONS

Parties

Upon engaging Aspect Property and/or Altitude Cinematic ("Photographer") for any and all services offered by Photographer, _____ ("Client") and the OWNER(S) OF RECORD OF THE PROPERTY ("Client Party") (collectively, "Licensee") agree to each and all of the terms, conditions and other matters contained herein, as the same may be modified and amended from time-to-time ("Terms"). These Terms and Conditions ("Terms") form a part of and are incorporated by this reference into a form engaging Photographer's services ("Engagement Letter"). For purposes hereof, "Property" shall refer to the property and improvements located at _____.

Photography

Photographer licenses to Licensee the photographs created by Photographer for the use(s) specified herein by Licensee ("Photographs"). Licensee shall have use of the Photographs for the sole purpose of Client's listing for sale or lease and marketing of the Property. Upon the earlier of (a) the sale of the Property and (b) the expiration or earlier termination of the listing agreement between Client and the Client Party for the sale or lease of the Property, Licensee surrenders all further rights to the license and use of the Photographs absent any express, written agreement by Photographer and any of the Licensees allowing any other use.

Photographer will create the number of Photographs specified in the Engagement Letter. Photographs shall be reduced to a size and resolution required for the MLS. At the request of Client, photos may also be delivered in a format, size and resolution suitable for printing, which details shall be supplied by Client to Photographer at the time of engagement. Photographs will be delivered to Client in digital format only and through an online storage system.

Matterport 3D Immersible and Interactive Tour

Photographer licenses to Licensee the Matterport 3D Immersible and Interactive Tour created by Photographer for the use(s) specified herein by Licensee ("Tour"). Licensee shall have use of the Tour for the sole purpose of Client's listing for sale or lease and marketing of the Property. Upon the earlier to occur of (a) 12 months from the delivery of the URLs to Client, (b) sale of the Property and (c) the expiration or earlier termination of the listing agreement between Client and the Client Party for the sale or lease of the Property, Licensee surrenders all further rights to the license and use of the Tour absent any express, written agreement by Photographer and any of the Licensees allowing any other use. Provided Photographer is still providing the Tour service at a time following the aforesaid 12-month period, Client can request an additional extension for 12 years at the Photographer's then going rate for the continued hosting of the Tour service.

Licensee acknowledges the Tour is created by a third party and hosted on a third party's web service and that Photographer has no ability to provide the Tour outside the ecosystem provided by such third party. Therefore, if the third party closes down its server or otherwise makes the Tour unavailable during any or all of the period Licensee is licensing the Tour, the sole remedy of each Licensee shall be

to seek damages, specific performance and other remedies and relief directly against the third party and shall indemnify and hold Photographer harmless from any claims and damages suffered by Licensee by the actions of the third party.

Each Licensee acknowledges and agrees that the third party creating and hosting the Tour have Terms and Conditions which are the obligation of both Photographer and Licensee to adhere to. Each Licensee acknowledges it has read through the said Terms and Conditions and agrees unreservedly to abide by and perform each and every part thereof and understands the consequences should it fail to abide by any of such terms and conditions.

Licensee's deliverable shall consist of URL addresses and embedding codes only.

NOTE: Some LED lamps are known to create anomalies in the completed model. It is impossible to determine whether this might occur at the time of photographing and will be discerned only once the model is complete. Until Matterport has found a solution to this issue, each of the Licensees acknowledges and accepts this potential issue.

Videography

Photographer licenses to Licensee the videos created by Photographer for the use(s) specified herein by Licensee ("Video"). Licensee shall have use of the Video for the sole purpose of Client's listing for sale or lease and marketing of the Property. Upon the earlier of (a) the sale of of the Property and (b) the expiration or earlier termination of the listing agreement between Client and the Client Party for the sale or lease of the Property, Licensee surrenders all further rights to the license and use of the Video absent any express, written agreement by Photographer and any of the Licensees allowing any other use.

Video will be approximately 2-3 minutes in length, unless otherwise agreed in the Engagement Letter, and will contain music available from Photographer's current library of licensed music. If Client desires other music, Client will be required to pay any additional fee for purchasing the license for the use of music. Photographer will be the ultimate beneficiary of such license and may include such music in its library for future use. Music for which licensing rights have not been obtained either by Photographer or Licensee will not be permitted. Videography will be uploaded to Client's Youtube or Vimeo site or may be hosted on Photographer's video site (for an additional fee). The fee for the video will be specified in the Engagement Letter once Photographer and Licensee have met to determine Licensee's requirements.

Floor Plans

Photographer shall provide floor plans for the Property if the same is contemplated in the Engagement Letter ("Floor Plans"). Licensee each acknowledge that the Floor Plans contain approximate dimensions and are suitable only for the purpose of conveying the approximate layout of spaces and the approximate relationship of rooms to one another and that Floor Plans are expressly not suitable for the purposes of construction, space planning or other purposes which require precise dimensions. Floor plans are delivered in in PDF and PNG format (subject to change) and are shall be delivered by email or other online means. Floor plans are currently available for houses containing 5,000 or less square feet.

Web Hosting

Photographer offers two types of web hosting services consisting of web pages based on a standard template containing Photographs, Tour, Video and Floor Plan, as applicable. Web pages are hosted for 6 months or 1 year per the Engagement Letter. Additional hosting time is available at the request of Client at additional cost. Web pages are editable only by Photographer.

Showcase Web Page

If hosted by Photographer's site, the web address will be the URL of Photographer followed by the address of the property (e.g., www.Apect.Property/123MainStreet).

Premium Web Design

If Client selects the premium web design, the URL will be the address of the Property, if available (e.g. www.123MainStreet), unless Client requests another web URL. There shall be an additional charge to purchase a web URL for one year. Following the one-year period, Client will pay actual costs for renewal otherwise the address will be abandoned upon the expiration of the 12-month period. It shall be the obligation of Client to request the extension reasonably prior to the expiration of the web domain name and the expiration of the hosting period.

Branding and Licensing

Each Licensee acknowledges the licenses herein granted to Client and the Client Party and that Photographer retains all rights and any copyrights to the items created herein for use by each Licensee.

Branding is available for Video, web hosting and, to a limited extent, the Tour. In such cases, it is the responsibility of Client to make available in a timely manner suitable graphics and other details to appear in such branding. Branding will not be placed on any media intended for use on the MLS.

Photographer may co-brand the web page, Video and Tour in a way which will not detract from the Client's branding. Each Licensee acknowledges that Photographer's branding is very evident on the Showcase Web page as it is integral to Photographer's web site.

Photographer also reserves the right to use any and all of its creations, including, without limitation, Photographs, Video, Tour and Floor Plans without any compensation to any Licensee solely for the purpose of promoting and marketing its services. None of such materials shall be used by any third party with the exception of Matterport (the 3D Virtual Tour web hosting service) which reserves certain rights to 3D scans as more particularly set for in their service and other agreements from time-to-time.

Terms

50% of fees shall be payable upon commencement of the work and the balance upon delivery. Other terms may be available for individuals with whom we provide services regularly and Brokerages.

Floor Area

For all purposes, the square footage of the house as specified in the MLS or, if the home is not listed at the time of billing, in the tax assessor's records for the county in which the property is located or, if neither is available, the area as calculated by the scanning equipment used by Photographer ("Floor Area") shall be the basis for any billings based on Floor Area. Any additional space such as garages, basements, attics, unpermitted space, exterior space and other space not calculated as part of the square footage of the improvements as specified above shall be added to, and become part of, the

Floor Area. The Floor Area shall be the basis for calculating rates, regardless if rooms in the house are not scanned (such as closets and similar rooms or rooms which Licensee requests not to be scanned).

Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL PHOTOGRAPHER BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE ANY PHOTOGRAPH, TOUR, VIDEO OR PLAN, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF PHOTOGRAPHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Photographer's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Agreed to and entered into as of this _____ day of _____ by

Photographer

Client

Client Party