



SUMMARY

Real Estate Tours Oregon retains the rights to all Photos, Videos and Virtual Tours. Limited single-use permissions are hereby granted for said photos/video/virtual tour for the sole purpose of marketing real property or services by payee and/or anyone working on behalf of payee for said property or service. Such rights expire upon the sale, expiration of the listing or successful rental of the location, which ever comes first. Limited rights are not transferable without obtaining express permission prior to extended or additional use.

License is granted only to the Client and Client's parent company, and not to any third party. Editing, or modification of images, in any way, by anyone other than Real Estate Tours Oregon is strictly prohibited. Any usage of the images by a third party, including but not limited to, architects, builders, stagers, designers, sellers or buyers, is strictly prohibited unless approved in writing by Real Estate Tours Oregon.

Permission to reuse photos/videos/virtual tour from a prior listing by another agent will be required. Current rates for payment of images will apply.

FULL TERMS + RIGHTS

Rights to Photos

[1] Definition: "Image(s)" means all visual representations furnished to Client by Photographer, whether captured, delivered, or stored in photographic, magnetic, optical, electronic, or any other media. Unless otherwise specified on the front of this document, Photographer may deliver, and Client agrees to accept, Images encoded in an industry-standard data format that Photographer may select, at a resolution that Photographer determines will be suitable to the subject matter of each Image and the reproduction technology and uses for which the Image is licensed. It is Client's responsibility to verify that the digital data (including color profile, if provided) are suitable for reproduction of the expected quality and color accuracy, and that all necessary steps are taken to ensure correct reproduction. If the data are not deemed suitable, Photographer's sole obligation will be to replace or repair the data, but in no event will Photographer be liable for poor reproduction quality, delays, or consequential damages. Unless otherwise specifically provided elsewhere in this document, Photographer has no obligation to retain or archive any of the Images after they have been delivered to Client.

[2] Rights: All Images and rights relating to them, including copyright and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of Photographer. Rights are assigned to Client immediately upon delivery of images. Unless otherwise specifically provided elsewhere in this document, any grant of rights is limited to a term of one (1) year from the date hereof and to usage in print and digital media in North America for commercial marketing use. Further use of images beyond (1) year require Photographer's permission and additional fees if requested.

Unless otherwise specifically provided elsewhere in this document, no image licensed for commercial marketing use may be used for promotional or advertising purposes not directly related to property photographed without the express permission of Photographer and the payment of additional fees if requested. All rights to images expire when 1) the RMLS listing active at the time of delivery of images expires and is not renewed, 2) MLS listing is assumed by, transferred to or newly created by other Realtor/Broker or 3) for non-payment within specified time limit. If full payment has not been received within 90 days all rights are revoked at Photographer's discretion. In the event rights are revoked, all images in the possession of Client will be removed from all forms of media and permanently destroyed within ten (10) days. Client shall provide Photographer with written statement that all images have been removed and destroyed.

The parties agree that any usage of any Image without the prior permission of Photographer will be invoiced at three times Photographer's customary fee for such usage. Digital files may contain copyright and other information embedded in the header of the image file or elsewhere; removing and/or altering such information is strictly prohibited and constitutes violation of the Copyright Act. All fees and expenses payable under this agreement are required irrespective of whether Client makes actual use of the Images or the licenses to use them.

[3] Indemnification: Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of any Images or arising out of use of or relating to any materials furnished by Client. Unless delivered to Client by Photographer, no model or property release exists, and it is Client's responsibility to obtain the necessary permissions for usages that require any model or property releases not delivered by Photographer. It is Client's sole responsibility to determine whether any model or property releases delivered by Photographer are suitable for Client's purposes. Photographer's liability for all claims shall not exceed in any event the total amount paid under this invoice.

[4] Assumption of Risk: Client assumes full risk of loss or damage to or arising from materials furnished by Client and warrants that said materials are adequately insured against such loss, damage, or liability.

[5] Transfer and Assignment: Client may not assign or transfer this agreement or any rights granted under it. This agreement binds Client and inures to the benefit of Photographer, as well as their respective principals, employees, agents, and affiliates, heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and

affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. However, the invoice may reflect, and Client is bound by, Client's oral authorizations for additional Images, fees and expenses that could not be confirmed in writing because of insufficient time or other practical considerations. This agreement incorporates by reference the Copyright Act of 1976, as amended. It also incorporates by reference those provisions of Article 2 of the Uniform Commercial Code that do not conflict with any specific provisions of this agreement; to the extent that any provision of this agreement may be in direct, indirect, or partial conflict with any provision of the Uniform Commercial Code, the terms of this agreement shall prevail. To the maximum extent permitted by law, the parties intend that this agreement shall not be governed by or subject to the UCITA of any state. Photographer is an independent contractor and not an employee. If photographer is deemed under any law to be an employee of Client, and if the Images are therefore considered works made for hire under the U.S. Copyright Act, Client hereby transfers the copyright to all such Images to Photographer. Client agrees to execute any documents reasonably requested by Photographer to accomplish, expedite or implement such transfer.

[6] Disputes: Except as provided in [9] below, any dispute regarding this agreement shall, at Photographer's sole discretion, either:

(7) be arbitrated in Photographer's City, Photographer's State, under rules of the American Arbitration Association and the laws of Photographer's State; provided, however, that irrespective of any specific provision in the rules of the American Arbitration Association, the parties are not required to use the services of arbitrators participating in the American Arbitration Association or to pay the arbitrators in accordance with the fee schedules specified in those rules. Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute involving \$5,000 or less may be submitted without arbitration to any court having jurisdiction thereof.

OR

(2) be adjudicated in Photographer's City, Photographer's State under the laws of the United States and/or of Photographer's State.

(8) In the event of a dispute, Client shall pay all court costs, Photographer's reasonable legal fees, and expenses, and legal interest on any award or judgment in favor of Photographer.

[9] Federal Jurisdiction: Client hereby expressly consents to the jurisdiction of the Federal courts with respect to claims by Photographer under the Copyright Act of 1976, as amended, including subsidiary and related claims.

[10] Reshoots: Client will be charged 100 percent fee and expenses for any reshoot required by Client. For any reshoot required because of any reason outside the control of Client, specifically including but not limited to acts of God, nature, war, terrorism, civil disturbance or the fault of a third party, Photographer will charge no additional fee, and Client will pay all expenses. If Photographer charges for special contingency insurance and is paid in full for the shoot, Client will not be charged for any expenses covered by insurance. A list of exclusions

from such insurance will be provided on request.

[11] Assignment Cancellations and Postponements: Cancellations: Client is responsible for payment of all expenses incurred up to the time of cancellation of the assignment, plus 50 percent of Photographer's fee; however, if notice of cancellation is given less than two (2) business days before the shoot date, Client will be charged 100 percent fee. Postponements: Unless otherwise agreed in writing, Client will be charged a 100 percent fee if postponement of the assignment occurs after photographer has departed for location, and 50 percent fee if postponement occurs before departure to location. Fees for cancellations and postponements will apply irrespective of the reasons for them, specifically including but not limited to weather conditions, acts of God, nature, war, terrorism, civil disturbance, and the fault of a third party.