

Exclusive Media License Agreement

Document No. SNP-MLA-EXC r2

This Exclusive Media License Agreement (this "Agreement") is between **Snaptera Texas, LLC**, a Texas limited liability company doing business as 154 Photography, with its principal place of business in McKinney, Collin County, Texas ("Licensor"), and the client identified in the Job Information below ("Licensee"). This Agreement is effective on the date of the last signature below (the "Effective Date"). Licensor and Licensee are each a "Party."

Signed writing required. An exclusive license is a transfer of copyright ownership under 17 U.S.C. § 101 and is valid only if signed by the owner of the rights conveyed (17 U.S.C. § 204(a)). This Agreement must be signed by Licensor below; the Parties intend Licensor's signature, including an electronic signature, to satisfy that requirement.

Client (Licensee) legal name	
Client address	
Subject Property (street address)	
Order / invoice number	
License fee	\$
Community / development covered (optional, see Section 2.2)	

This table is the face of this Agreement. The Order it identifies, together with these terms, states the whole license.

1. The Media and the Order

1.1 Media. "Media" means all photographs, video, aerial imagery, 3D tours, floor plans, virtual staging, and other media delivered by Licensor to Licensee in connection with the order or invoice identified in the Job Information above (the "Order"), in every delivered format and resolution, including any re-edits or re-deliveries for the same job. No file list or exhibit is required; Licensor's delivery records for the Order identify the Media. "Subject Property" means the property identified in the Job Information, for which the Media was created.

1.2 No implied license. Delivery of files does not itself grant any right to use them. No license is implied at any time. The only rights Licensee receives are those granted in Section 2, and they take effect only as stated in Section 6.

2. License

2.1 Grant. Subject to payment in full under Section 6 and to the conditions of this Agreement, Licensors grants Licensee an exclusive (even as to Licensors, except as Section 4.2 states), worldwide, perpetual license to reproduce, distribute, publicly display, and publicly perform the Media, and to make the adaptations permitted by Section 3.3, for any lawful commercial purpose, including: (a) ongoing commercial use, such as hospitality and lodging operations (hotels, resorts, and vacation or short-term rentals) and continuous rental or leasing operations; (b) business and brand promotion in any medium now known or later developed, including websites, booking platforms, advertising, print, broadcast, email, and social media; and (c) marketing of the Subject Property for its sale or lease.

2.2 Similar properties. Media created at a model or representative property may also be used to market other substantially similar units, models, or lots within the same apartment or multifamily community, development, or subdivision as the Subject Property (together, "Similar Properties"). If a community or development is named in the Job Information, that names the covered community; if none is named, this Section applies to the Subject Property's own community, development, or subdivision.

2.3 MLS and public platforms. Licensee may upload and distribute the Media through a Multiple Listing Service or similar listing and syndication service (an "MLS"), and through other platforms that present the Subject Property or Similar Properties to the public, and may grant an MLS the license its rules require of submitters, including an irrevocable, sublicensable license for MLS system uses such as IDX display, syndication, comparable-market and appraisal products, and archival listing records. A license granted to an MLS under this Section survives any termination of this Agreement to the extent the MLS's rules require.

2.4 Contractors and agencies. Licensee's employees, contractors, marketing agencies, property managers, and platform providers may use the Media on Licensee's behalf within the scope of this Agreement. Licensee is responsible for their compliance.

2.5 Irrevocable once paid. When Licensors has received payment in full under the Order, the license in this Section 2 becomes irrevocable except as provided in Section 7.3 (uncured material breach by Licensee).

2.6 Enforcement. As exclusive licensee, Licensee may enforce the licensed rights against infringers to the extent permitted by 17 U.S.C. § 501(b). Each Party shall promptly notify the other of any infringement of the Media it becomes aware of, and the Parties shall reasonably cooperate in any enforcement action at the enforcing Party's expense.

3. Restrictions and Conditions

3.1 The Media may not be used to market, advertise, or represent any property other than the Subject Property and Similar Properties.

3.2 The Media may not be assigned, sold, sublicensed, rented, distributed as standalone files, or redistributed as stock to any third party, except as Sections 2.3 and 2.4 permit. Builders, stagers, designers, contractors, and other vendors who wish to use the Media for their own promotion need a

separate written license, which, given the exclusivity in Section 4, requires the written agreement of both Parties.

3.3 Licensee may crop, resize, color-correct, caption, and overlay its branding on the Media for a permitted use, but may not otherwise materially alter the Media, may not use the Media or any part of it as a trademark or brand identifier, and may not use the Media in a false, misleading, defamatory, or unlawful manner.

3.4 **Copyright Management Information.** Each file is delivered with embedded copyright and ownership information ("CMI," as defined in 17 U.S.C. § 1202(c)). Licensee shall not remove, alter, or obscure CMI and shall not knowingly distribute Media whose CMI has been removed or altered; knowing or intentional removal or alteration of CMI is prohibited by 17 U.S.C. § 1202. Compliance with this Section 3.4 is a condition of the license in Section 2.

3.5 Licensee shall not use the Media, or permit it to be used, to train, fine-tune, or otherwise develop any machine-learning or generative artificial-intelligence model, except for incidental processing inherent in a permitted distribution platform.

4. Ownership; Exclusivity Covenants

4.1 **Retained title.** The Media is an original work of authorship and is not a work made for hire. Licensor retains bare legal title to the copyright in the Media, subject to the exclusive license granted here. Full ownership transfer is available under a separate Copyright Transfer Agreement.

4.2 **Licensor's limited use.** From the Effective Date, Licensor's own use of the Media is limited to editing the Media, delivering it to Licensee, and retaining archival copies as reasonably necessary to perform this Agreement, keep business records, and comply with law. Licensor shall not otherwise use, publish, display, or exploit the Media, including in Licensor's own portfolio or marketing.

4.3 **No other grants.** Licensor shall not sell, license, or otherwise grant rights in the Media to any third party. Licensor represents that it has not granted any outstanding rights in the Media to anyone, other than any Standard License previously issued to Licensee for the same job, which this Agreement replaces, and platform rights strictly necessary to host and deliver the Media.

4.4 **Licensee materials.** Licensee owns the trademarks, logos, and text it supplies for use with the Media; Licensor receives no rights in them beyond what is needed to deliver the services.

5. Releases

NO MODEL, PROPERTY, TRADEMARK, OR OTHER RELEASE EXISTS FOR THE MEDIA UNLESS LICENSOR PROVIDES ONE IN A SEPARATE SIGNED WRITING. Depictions of people, staging, artwork, furnishings, or neighboring property are not cleared for uses that require a release. Licensee is responsible for determining whether its use requires one.

6. Fees; Payment

6.1 Licensee shall pay the license fee stated in the Job Information or the Order. The license in Section 2 and the covenants in Sections 4.2 and 4.3 take effect only when Licensor has received

payment in full of all amounts due under the Order.

6.2 The person signing for Licensee represents that he or she is authorized to bind Licensee. If Licensee places the Order on behalf of another person or entity, Licensee remains responsible for payment and for compliance with this Agreement.

6.3 Any use of the Media before payment in full, or outside the scope of this Agreement, is unlicensed. Licensor may invoice out-of-scope use at its then-current standard rate for that use; payment of such an invoice creates a license only for the invoiced use, and Licensor otherwise retains all rights and remedies, including under the Copyright Act.

7. Term; Termination

7.1 This Agreement runs from the Effective Date and, once the license takes effect under Section 6.1, continues perpetually unless terminated under this Section.

7.2 Either Party may terminate this Agreement if the other Party materially breaches it and fails to cure within fifteen (15) days after written notice describing the breach. Licensor will not terminate for an immaterial or isolated breach that Licensee promptly corrects.

7.3 If this Agreement is terminated for Licensee's uncured material breach, the license in Section 2 and the covenants in Sections 4.2 and 4.3 end, and Licensee shall stop using the Media and remove it from channels within Licensee's control. Licensee is not required to retrieve Media from an MLS or syndication channel where removal is outside Licensee's control, and Section 2.3 licenses survive as stated there.

7.4 If Licensee terminates for Licensor's uncured material breach before delivery of the Media, Licensor shall refund the license fee for the undelivered Media. Sections 3.4, 4.1, 5, and 8 through 13 survive termination.

8. Warranties

8.1 Each Party represents that it has the power and authority to enter into and perform this Agreement.

8.2 Licensor warrants that: (a) it is the author and sole owner of the Media and has the right to grant this exclusive license; (b) except as stated in Section 4.3, the Media is free of any license, lien, or other encumbrance in favor of a third party; and (c) the Media as delivered, used within the scope of this Agreement, does not infringe any third party's copyright. This warranty does not cover materials supplied by Licensee or third-party elements (such as licensed music or staging assets), which remain subject to their own license terms; Licensor will identify known third-party elements and their terms in writing on request.

8.3 Licensee warrants that it owns, manages, or is authorized to market the Subject Property and any Similar Properties and to commission the Media, and that materials it supplies do not infringe any third party's rights.

9. Disclaimer

EXCEPT AS EXPRESSLY STATED IN SECTION 8, THE MEDIA AND SERVICES ARE PROVIDED "AS IS," AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT NOT EXPRESSLY GIVEN IN SECTION 8.

10. Indemnification

10.1 Licensor shall defend and indemnify Licensee against third-party claims that the Media as delivered, used within the scope of this Agreement, infringes that party's copyright, or that a grant by Licensor to a third party conflicts with the exclusivity granted here, and shall pay resulting damages finally awarded or agreed in settlement.

10.2 Licensee shall defend and indemnify Licensor against third-party claims arising from Licensee's use of the Media outside the scope of this Agreement, from materials Licensee supplies, or from Licensee's operation, marketing, or representation of the Subject Property or Similar Properties, and shall pay resulting damages finally awarded or agreed in settlement.

10.3 The indemnified Party shall give prompt written notice of a claim, allow the indemnifying Party to control the defense and any settlement (provided the settlement fully releases the indemnified Party without admission of fault by it), and reasonably cooperate at the indemnifying Party's expense.

11. Limitation of Liability

11.1 EXCEPT AS STATED IN SECTION 11.2, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE UNDER THE ORDER, AND NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, EVEN IF ADVISED OF THEIR POSSIBILITY.

11.2 Section 11.1 does not limit: (a) either Party's indemnification obligations under Section 10; (b) Licensee's liability for use of the Media outside the scope of this Agreement or for infringement of the copyright in the Media, including removal or alteration of CMI; (c) Licensor's liability for breach of the exclusivity covenants in Section 4; (d) either Party's liability for its own gross negligence, willful misconduct, or fraud.

12. Remedies

Unauthorized use of the Media is copyright infringement as well as breach of contract, and each Party retains its rights and remedies under the Copyright Act, 17 U.S.C. § 101 et seq., consistent with Section 2.6. Each Party acknowledges that breach of Sections 3 or 4 may cause irreparable harm for which money damages are inadequate, and the non-breaching Party may seek injunctive relief, without posting bond, in addition to other remedies. In any action to enforce this Agreement, the prevailing Party may recover its reasonable attorneys' fees and costs.

13. Governing Law; Forum; Place of Performance

13.1 This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-laws rules, and by the United States Copyright Act where applicable.

13.2 All payments due under this Agreement and the Order are payable to Licensor in, and Licensee's payment obligations are expressly performable in, McKinney, Collin County, Texas.

13.3 Each Party consents to the personal jurisdiction of the state and federal courts of Texas. Any claim within exclusive federal jurisdiction, including a claim under the Copyright Act, must be brought exclusively in the United States District Court for the Eastern District of Texas, Sherman Division, and each Party waives any objection to that forum. For all other claims, each Party acknowledges that venue may lie in Collin County, Texas, including under Section 15.035 of the Texas Civil Practice and Remedies Code, and waives, to the maximum extent permitted by law, any objection to venue there. If any part of this Section is held unenforceable, the remainder stands.

14. General

14.1 **Notices.** Notices must be in writing and are effective when delivered to a Party's address in the Job Information (or as updated by notice) by hand, certified mail, nationally recognized courier, or email with confirmation of receipt.

14.2 **Assignment.** Licensee may not assign this Agreement or the license except as Section 2.3 permits, without Licensor's prior written consent, which will not be unreasonably withheld for a successor to Licensee's business or to the covered property or community that agrees in writing to be bound by this Agreement. Licensor may assign this Agreement to a successor to its business that assumes its obligations, and any assignment or sale by Licensor of the copyright in the Media remains subject to the exclusive license and covenants granted here.

14.3 **Entire agreement; conflicts.** This Agreement and the Order are the entire agreement about this license and supersede prior discussions, including any prior Standard License for the same job. These terms prevail over any conflicting terms in Licensee's purchase order or other boilerplate, over Licensor's Terms of Service as to the license, and over the plain-language summary on Licensor's website.

14.4 **Amendment; waiver; severability.** Amendments must be in a writing signed by both Parties. A waiver applies only to the instance given. If a provision is unenforceable, it will be modified to the minimum extent necessary and the rest of this Agreement remains in effect.

14.5 **Electronic transactions.** The Parties agree to conduct this transaction by electronic means. This Agreement may be executed in counterparts and delivered by electronic signature (including through an electronic signature service such as DocuSign), and an electronic signature has the same force and effect as an original ink signature under the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code ch. 322) and the federal E-SIGN Act. Licensor's electronic signature is intended to satisfy the signed-writing requirement of 17 U.S.C. § 204(a).

Signatures

This Agreement is effective on the date of the last signature below.

LICENSEE

Signature

Printed name

Title (if signing for an entity)

Date signed

LICENSOR

Snaptera Texas, LLC d/b/a 154 Photography

Signature

Printed name

Title

Date signed