

Standard Media License Agreement

Document No. SNP-MLA-STD r2

This Standard 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."

| | |
|--|--|
| Client (Licensee) legal name | |
| Client address | |
| Subject Property (street address) | |
| Order / invoice number | |

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, Licensor grants Licensee a non-exclusive, non-transferable, worldwide license to reproduce, distribute, publicly display, and publicly perform the Media in the digital and print marketing of the Subject Property for its sale or Lease, for the duration of the Listing Period, including on listing websites, property websites, brochures, flyers, signage, listing presentations, email, and social media.

2.2 Definitions. "Lease" means a residential or commercial tenancy; it does not include a short-term, vacation, or transient rental. "Listing Period" means the period during which the Subject Property is actively offered for sale or Lease by or on behalf of Licensee, ending on the earliest of the

closing of a sale, the signing of a Lease, or the withdrawal or expiration of the listing. If the same Licensee relists the Subject Property, a new Listing Period begins at no additional license fee.

2.3 MLS distribution. Licensee may upload and distribute the Media through a Multiple Listing Service or similar listing and syndication service (an "MLS") in connection with the sale or Lease of the Subject Property, and may grant the MLS the license its rules require of submitters, including an irrevocable, sublicensable license for MLS system uses such as IDX display, syndication to listing portals, comparable-market and appraisal products, and archival listing records. A license granted to an MLS under this Section survives the end of the Listing Period and of this Agreement to the extent the MLS's rules require.

2.4 Portfolio use. After the Listing Period ends, Licensee may continue to use the Media perpetually, on a non-exclusive, non-transferable basis, solely to promote Licensee's own services as a real estate professional, such as in a portfolio of past listings, listing presentations, and Licensee's own website and social media accounts.

2.5 Team and brokerage. Licensee's brokerage, team members, and marketing service providers may use the Media on Licensee's behalf within the scope of this Section 2. Licensee is responsible for their compliance with this Agreement.

2.6 Reservation of rights. The Media is licensed, not sold. Except as expressly granted here, Licensor reserves all rights in the Media of every kind, including copyright. Any use beyond this Agreement requires a separate written license from Licensor.

3. Restrictions and Conditions

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

3.2 This license does not cover ongoing commercial use of the Media, including: (a) continuous rental or leasing operations; (b) business or brand promotion other than the promotion of Licensee's own services under Section 2.4; or (c) hospitality and lodging use, including hotels, resorts, and vacation or short-term rentals. Those uses require a Commercial or Exclusive License from Licensor.

3.3 The Media may not be assigned, sold, sublicensed, rented, distributed as standalone files, or redistributed as stock to any third party, except as Section 2.3 and Section 2.5 permit. This license runs to Licensee only: builders, stagers, designers, contractors, and other vendors who wish to use the Media for their own promotion need their own license from Licensor.

3.4 Licensee may crop, resize, and make format adaptations 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.

3.5 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 3.5 is a condition of the license in Section 2.

3.6 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; Licensor's Use

4.1 The Media is an original work of authorship, is not a work made for hire, and remains the sole and exclusive property of Licensor, including the copyright.

4.2 Licensor may use the Media for any purpose, including its own portfolio and marketing and the sale or license of the Media to third parties. Licensor will not publish access codes or sensitive property security details.

4.3 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 The fee for this license is included in the price of the services stated in the Order. The license in Section 2 takes 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 (for example, a seller, brokerage, or property owner), 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 until the licenses granted here expire or the Agreement is 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.

7.3 If this Agreement is terminated for Licensee's uncured breach, the licenses in Section 2 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 Sections 3.5, 4, 5, and 8 through 13 survive termination. The portfolio license in Section 2.4 survives expiration of the Listing Period but not termination for Licensee's uncured breach.

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 it is the author and owner of the Media or otherwise has the right to grant this license, and that 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.

8.3 Licensee warrants that it is authorized to list or market the Subject Property 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, 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 marketing or representation of the Subject Property, 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 Licensor's copyright, including removal or alteration of CMI; (c) 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 Licensor retains all rights and remedies under the Copyright Act, 17 U.S.C. § 101 et seq. 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. Licensor may assign this Agreement to a successor to its business that assumes its obligations.

14.3 **Entire agreement; conflicts.** This Agreement and the Order are the entire agreement about this license and supersede prior discussions. 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.

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