

# Copyright Transfer Agreement

Document No. SNP-CTA r2

This Copyright Transfer 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 ("Assignor"), and the client identified in the Job Information below ("Assignee"). This Agreement is effective on the date of the last signature below (the "Effective Date"). Assignor and Assignee are each a "Party."

**Signed writing required.** A transfer of copyright ownership is valid only if made in a written instrument signed by the owner of the rights conveyed (17 U.S.C. § 204(a)). This Agreement must be signed by Assignor below; the Parties intend Assignor's signature, including an electronic signature, to satisfy that requirement.

<b>Client (Assignee) legal name</b>	
<b>Client address</b>	
<b>Subject Property (street address)</b>	
<b>Order / invoice number</b>	
<b>Transfer fee</b>	\$

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

## 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 created by Assignor in connection with the order or invoice identified in the Job Information above (the "Order"), including all raw capture files, working files, and edited deliverables, in every format and resolution. No file list or exhibit is required; Assignor's capture and 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 Third-Party Elements.** "Third-Party Elements" means material embodied in or delivered with the Media that a third party owns and licenses, such as licensed music in a video, virtual staging assets, fonts, or content hosted on a third-party platform (for example, a hosted 3D tour). Assignor shall identify known Third-Party Elements and their license terms in writing at or before delivery under Section 3. Third-Party Elements are conveyed only to the extent the third-party terms permit, and Assignee is responsible for maintaining any ongoing third-party licenses or platform subscriptions.

## 2. Assignment

**2.1 Transfer.** Effective upon Assignor's receipt of payment in full under Section 5, Assignor irrevocably sells, assigns, and transfers to Assignee all of Assignor's right, title, and interest, worldwide, in and to the Media, including: (a) the copyright in the Media and all registrations and applications for it, with all renewals, extensions, and reversions available under law; (b) the exclusive rights of reproduction, distribution, public display, public performance, and preparation of derivative works; (c) all claims and causes of action for past, present, and future infringement of the Media, and the right to sue for and collect damages for them; and (d) all income, royalties, and proceeds accruing from the Media on and after the Effective Date.

**2.2 Not a work for hire.** The Media was not created as a work made for hire; ownership passes by this assignment.

**2.3 Assignor's tools.** This Agreement does not transfer Assignor's general-purpose tools, presets, templates, or techniques, except as embodied in the delivered files.

**2.4 Statutory termination notice.** The Parties acknowledge that 17 U.S.C. § 203 gives an author a non-waivable right to terminate a transfer during a statutory window beginning thirty-five (35) years after the grant. This Agreement does not, and cannot, waive that statutory right, and this acknowledgment creates no contractual right of termination.

## 3. Delivery; No Retained Copies

**3.1 Delivery.** Within ten (10) business days after payment in full, Assignor shall deliver to Assignee all raw and edited files comprising the Media by download link, or by another method the Parties agree in writing, together with the written identification of Third-Party Elements under Section 1.2.

**3.2 No retained copies; no further use.** After Assignee confirms receipt of the delivered files, Assignor shall permanently delete its copies of the Media and shall retain no copies, keep no rights in the Media, and make no further use of it, including in Assignor's portfolio or marketing. Assignor may retain: (a) records of this transaction (the Order, invoices, correspondence, and this Agreement); and (b) copies persisting in routine, access-controlled backup systems until they are overwritten in the ordinary course, which Assignor shall not access or restore except as required by law.

**3.3 Confirmation.** At Assignee's request, Assignor will confirm the deletion in writing.

**3.4 Embedded information.** Files may contain embedded copyright management information identifying Assignor as author. After the transfer takes effect, Assignee may update embedded ownership information to reflect its ownership.

## 4. Further Assurances; Registration

**4.1** Assignor shall execute any additional documents and take any further actions reasonably requested by Assignee, at Assignee's expense, to evidence, perfect, or record the assignment, including a short-form assignment suitable for recording with the United States Copyright Office under 17 U.S.C. § 205.

4.2 Assignee may register the copyright in the Media in Assignee's name, and Assignor shall reasonably cooperate at Assignee's expense.

## **5. Consideration; Payment**

5.1 Assignee shall pay the transfer fee stated in the Job Information or the Order. The assignment in Section 2 takes effect only when Assignor has received payment in full of all amounts due under the Order. Until then, ownership of the Media remains with Assignor and no license is granted except as separately agreed in writing.

5.2 Any license previously granted to Assignee for the same job (including a Standard License) merges into this transfer when it takes effect. The Parties acknowledge the sufficiency of the consideration.

5.3 The person signing for Assignee represents that he or she is authorized to bind Assignee.

## **6. Releases**

**NO MODEL, PROPERTY, TRADEMARK, OR OTHER RELEASE EXISTS FOR THE MEDIA UNLESS ASSIGNOR 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. Assignee is responsible for determining whether its use requires one.**

## **7. Warranties**

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

7.2 Assignor warrants that: (a) the Media is an original work created by Assignor or its personnel within the scope of their engagement; (b) Assignor is the sole owner of the Media and has the full right to make this assignment; (c) except for Third-Party Elements identified under Section 1.2 and any license disclosed in writing before signing (including any Standard License previously issued to Assignee for the same job, which merges into this transfer), the Media is free of licenses, liens, claims, and encumbrances, and Assignor has granted no rights in the Media to anyone else; and (d) to Assignor's knowledge, the Media does not infringe any third party's copyright.

7.3 Assignee warrants that materials it supplied for the engagement do not infringe any third party's rights and that it was authorized to commission media of the Subject Property.

## **8. Disclaimer**

**EXCEPT AS EXPRESSLY STATED IN SECTION 7, THE MEDIA IS TRANSFERRED "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 7.**

## **9. Indemnification**

9.1 Assignor shall defend and indemnify Assignee against third-party claims that the Media as delivered infringes that party's copyright, or that a prior grant by Assignor conflicts with this assignment, and shall pay resulting damages finally awarded or agreed in settlement. This indemnity does not cover Third-Party Elements used outside their disclosed license terms.

9.2 Assignee shall defend and indemnify Assignor against third-party claims arising from Assignee's use or exploitation of the Media after the Effective Date or from materials Assignee supplied, and shall pay resulting damages finally awarded or agreed in settlement.

9.3 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.

## **10. Limitation of Liability**

**10.1 EXCEPT AS STATED IN SECTION 10.2, 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.**

10.2 Section 10.1 does not limit: (a) either Party's indemnification obligations under Section 9; (b) Assignor's liability for breach of Section 3.2 (no retained copies; no further use) or of the ownership warranties in Section 7.2(b) and (c); (c) either Party's liability for its own gross negligence, willful misconduct, or fraud.

## **11. Remedies**

Each Party acknowledges that breach of Section 2 or Section 3.2 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. After the assignment takes effect, Assignee holds all rights and remedies of a copyright owner under the Copyright Act, 17 U.S.C. § 101 et seq. In any action to enforce this Agreement, the prevailing Party may recover its reasonable attorneys' fees and costs.

## **12. Governing Law; Forum; Place of Performance**

12.1 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.

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

12.3 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.

### **13. General**

**13.1 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.

**13.2 Assignment of this Agreement.** After the transfer takes effect, Assignee owns the Media outright and may sell, license, or transfer it freely without Assignor's consent. Before the transfer takes effect, neither Party may assign this Agreement without the other's written consent.

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

**13.4 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.

**13.5 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. Assignor's electronic signature is intended to satisfy the signed-writing requirement of 17 U.S.C. § 204(a).

**13.6 Survival.** Sections 2.4, 3.2, 3.3, 4, and 6 through 13 survive the closing of the transfer.

## Signatures

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

### ASSIGNEE

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Signature

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Printed name

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Title (if signing for an entity)

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Date signed

### ASSIGNOR

Snaptera Texas, LLC d/b/a 154 Photography

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Signature

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Printed name

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Title

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Date signed