

## Mediamax, Inc.

### Client Engagement Terms & Conditions

These Terms & Conditions (“Terms”) are a legally binding document between you and Mediamax, Inc., a Colorado corporation (“Mediamax”) regarding your engagement of Mediamax to provide photography, videography, and/or other media design services (collectively, “Services”). By agreeing to these Terms, you agree to all of the following:

1. **Services:** Mediamax will provide the Services detailed on the work order attached to these Terms (“Work Order”) and any similar additional Work Order that is agreed upon by you and Mediamax. A Work Order can only be revised in writing (email acceptable) by you and Mediamax.
2. **Duration:** These Terms will continue in force until terminated in writing by you or Mediamax. Any termination will be according to these Terms. Except as otherwise stated below, you will pay Mediamax for all Services rendered and/or Work created up to the point of termination.
3. **Work:** "Work" means all visual representations furnished to you by Mediamax, in any form or format. You agree to accept Work in an industry-standard data format that Mediamax may select, at a resolution that Mediamax determines will be suitable for your intended use. Mediamax is not liable for poor reproduction quality, delays beyond its control, or consequential damages. You are solely responsible for taking necessary steps to ensure correct reproduction. Mediamax will not retain or archive any of the Work after delivery to you.
4. **Rights:** All Work and rights relating to the Work, including copyright and ownership rights in the media in which the Work are stored, remain the sole and exclusive property of Mediamax.
  - a. Mediamax grants you a limited license to utilize and exploit the Work, only as delivered to you by Mediamax, for the purposes of advertising, marketing, publicizing, and promoting the subject of the Work (e.g. the home for sale). You do not have the right to change, alter, or “touch up” the Work. You can use the Work on your website and social media and in local print publications. You cannot use the Work as “stock” imagery and you cannot grant these rights to any other party.
  - b. No rights are granted to you until Mediamax has received full payment as required by these Terms.

- c. Mediamax may include copyright and other information embedded in the image file of the Work or elsewhere. You will not remove and/or alter any such information.
  - d. All fees and expenses payable to Mediamax are due regardless of whether you actually use the Work.
5. **Payment:** You will pay Mediamax the fee detailed in the Work Order (“Fee”) as follows: 50% of the Fee upon approval of the Work Order and 50% of the Fee upon delivery of the Work. Mediamax is not required to deliver the Work, and you do not have any rights to the Work, until Mediamax has received payment of the entire Fee.
  6. **Location:** You grant Mediamax, and you promise you have the right to grant Mediamax, the right to enter any premises that is the subject of the Work, to photograph or video that premises including all its surroundings, and to exploit the resulting Work in any way and in Mediamax’s sole discretion. You assume full risk of loss or damage related to Mediamax’s creation of the Work and you promise that the premises is adequately insured against such damage.
  7. **Delivery:** Mediamax will deliver the Work to you according to these Terms and the applicable Work Order. If you are in any way dissatisfied with the Work, you will notify Mediamax within 48 hours of delivery. If you don’t notify Mediamax within 48 hours then the applicable Work Order will be complete and no more Services will be rendered under that Work Order.
  8. **Credit:** You will credit Mediamax as the copyright owner of the Work on all uses of the Work as: © 2015 Mediamax, Inc.
  9. **Contractors:** Mediamax may engage independent contractors to provide the Services. Mediamax’s liability for these contractors is limited to their acts and/or omissions within the scope of their engagement.
  10. **Revisions and Additional Work:** If you want Mediamax to revise or recreate any of the Work or provide Services not specifically detailed in the applicable Work Order, you will pay Mediamax its standard rate to do so.
  11. **Cancellations:** If you cancel any of Mediamax’s provision of the Services, you will pay Mediamax for all of the Fee earned (expenses incurred and Services provided) up to the time of cancellation, as determined by Mediamax. Fees for cancellations apply regardless of the reason, even if the reason for cancellation is beyond your control (e.g. acts of God, war, terrorism, civil disturbance, weather, or the fault of a third party).
  12. **Postponements:** If you postpone Services that are to be performed on location, you will pay Mediamax the entire Fee if you notify Mediamax of postponement after Mediamax has

departed for the location and half the Fee if you notify Mediamax of postponement before departure to location. Fees for postponements apply regardless of the reason, even if the reason for postponement is beyond your control (e.g. acts of God, war, terrorism, civil disturbance, weather, or the fault of a third party).

- 13. Violation:** If you violate these Terms by using the Work in any way not that is not explicitly permitted by Mediamax, you agree to (a) immediately stop that use when you receive written notice from Mediamax; (b) indemnify Mediamax for loss, damage, or misuse of the Work, and (c) return or destroy the Work, at Mediamax's instruction.
- 14. Indemnification:** You will indemnify and defend Mediamax against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, related to the provision of the Services and your use of the Work.
- 15. Transfer and Assignment:** You may not assign or transfer to any third party any part of these Terms or any rights granted to you. No amendment or waiver of any of these Terms is binding unless set forth in writing and signed by the parties. Any waiver of any of these Terms in one instance is not a waiver in any subsequent instance.
- 16. Independent Contractor:** Mediamax is at all times an independent contractor under these Terms. Mediamax is not your employee or agent. If Mediamax is deemed to be your employee, and if the Work is therefore considered a work made for hire, you hereby transfer and assign to Mediamax all rights to the Work. You agree to sign any documents reasonably requested by Mediamax to accomplish, expedite, or implement such transfer.
- 17. Disputes:** These Terms are governed by the laws of the State of Colorado. Except as provided below, any dispute regarding these Terms shall, at Mediamax's sole discretion, either: (a) be mediated in Lakewood, Colorado; (b) be arbitrated in Lakewood, Colorado; or (c) be adjudicated in the courts having jurisdiction in Lakewood, Colorado. If (c), you submit to the exclusive jurisdiction of such court. You will have no right to any injunctive or equitable relief under these Terms. In the event of a dispute, the prevailing party will be due all reasonable legal fees and expenses.
- 18. Counsel:** You have had the opportunity to have these terms reviewed by legal counsel of your choice. Regardless of which party drafted these Terms, they will be construed according to their meaning and not against either party.
- 19. Entire Agreement:** These Terms are the entire agreement between you and Mediamax regarding this subject matter and supersede any other agreement or understanding, written or oral, with respect to said subject matter. This Agreement maybe executed in any number of counterparts and digital copies, each which will be an original and all of which make up a single agreement.