

A quick overview of some key items in our service agreement.

Full Service Agreement is listed below.

OWNERSHIP OF MEDIA:

It is customary for photographers to retain the copyright for photography. We do reserve that copyright, but you are free to use the photos for all your marketing needs. We do not allow content to be sold to a 3rd party without our approval.

Locksley Media owns all rights to the Media we capture & create. We use all captured media for advertising on our site & social media outlets. If a client wants things like the address hidden, we can do that. If the Realtor is transferring Locksley Media's created content, we ask to be notified. Due to Tour Hosting we need to know who has it. Matterport 3D Tours are only hosted for 1 year from appointment. After the 1 Year of free hosting, whomever has been transferred the 3D tour must pay the yearly hosting fee to have the Tour continue to be accessible.

CANCELLATION POLICY:

We only want our clients to think warm and fuzzy thoughts about us and fee policies like this don't really do that – but we do have to pay our photographers when we reserve their time. When you schedule services with us, you are reserving a valuable time slot that will not be available to others. When you cancel, or reschedule your photo shoot, we must pay our photographers for that reserve time if it falls within the cancellation window outlined below. While everyone understands the purpose of cancellation fees, and agrees to the terms of service, nobody likes paying them. So, we do our very best to keep you apprised about your upcoming appointment, please continue to check in with your client as the date approaches. As soon as you become aware that the property is not ready as scheduled, either call Locksley Media's office at 207-749-1303 or email us at info@locksleymedia.com so we can notify our photographer and remove it from the schedule and/or set up a new appointment time. If another Agent in your Realty can fill the spot, there will be no rescheduling/cancellation

Tuesday through Saturday Appointments – If you cancel or reschedule the appointment less than 24 hours before the photo shoot or scan, then you agree to pay a reschedule fee of \$75 for photography and/or Matterport Scanning appointments. If we can replace the photo shoot, then the fee is waived.

Monday Appointments – If you cancel or reschedule your Monday appointment after 2 pm on the Saturday prior, then you agree to pay a reschedule fee of \$75 for the photography and /or Matterport scanning appointment. If we can replace the photo shoot, then the fee is waived.

Unable to Shoot/Scan Fee - If the photographer arrives at the property and cannot access it or it is not ready to photograph and or scan, then you agree to pay a \$75 fee plus any applicable travel charges

PAYMENT OF INVOICE:

Invoicing or payment by company check needs to be set up during the ordering of services. All services either require payment at the time of ordering unless arrangements have been made with Locksley Media. All Invoices are set at a 7 Day out from appointment pay date. Payments are to be made out to Locksley Consulting & can be mailed to 250 Center Street PMB 325 Auburn, Maine 04210. Unless other arrangements are made, watermarks will be added to media until the project has a zero balance. Nonpayment in the 7-day window can cause an interruption in our services or watermark to not be removed.

SITE PREPARATION:

Service Location Preparation. Customer is required to prepare the Service Location in advance of Capture Services, including without limitation:

- Removing confidential or unwanted items
- Removing hazards to the photographer's safety on site prior to the shoot.
- Adjusting furniture and/or decor to desired position
- Homeowners should ensure children are supervised and out of the camera's view.
- Informing the Service Provider of any rooms or areas that should be excluded from Capture Services
- Ensuring the Service Location is free of moving persons, pets, or objects. Pets are to be contained or removed from the property for the photography session. Often a friendly dog will be aggressive when someone enters their domain that they don't know. The photographer reserves the right

to terminate the shoot if they feel threatened in any way. The photographer will do everything to ensure pets stay inside, but are not responsible for pets that escape the property during the session. Locksley Media is not responsible for any cleaning, dusting, or moving of furniture due to liability reasons.

Photographers will only adjust at the photographer's discretion the following, including without limitation:

- Blinds
- Any small objects that will affect the quality of the Scan or Shoot.
- Lighting
- Doors to make sure the flow of the tour can move throughout the house properly

Unless otherwise arranged, a Service Location that has not been properly prepared, in Service Provider's sole discretion, will be considered unready and the date of Captures Service must be rescheduled. Service Provider shall not be responsible for the untidiness of any Service Location or for small alignment issues, mirror, window, glass, and reflective views. Customer shall further ensure that the Service Location is accessible upon the day of Capture Service for the length of the appointment. Customer or its representative may be present at the Service Location at the time of the Capture Services to approve Service Provider's interpretation of the Captures Services to be provided. A client prep list is available on www.locksleymedia.com

WEATHER POLICY:

We are prepared to shoot in most any weather. Often, sellers spend a good amount of time getting their house ready, so at the very least we can do the interiors. If it is not raining hard, we can often get front and rear shots as well. If, in the opinion of the photographer, the shoot/scan cannot be completed due to inclement weather or other adverse conditions, then the photographer reserves the right to reschedule the shoot at the earliest convenience. The client has the option to accept the reschedule date or to receive a refund of any fees, or payments that have been excepted within thirty (30) days. Drone Photography will be affected by weather also. In unsafe conditions for the equipment, the photographer may choose to reschedule the shoot. If it is an event then Locksley Consulting will attempt to complete the job, but if unable to will refund any fees, or payments that have been excepted with thirty (30) days.

Full Service Agreement

Locksley Media's Service Agreement.

By Ordering Services from Locksley Consulting LLC (Locksley Media), you agree to the following Service Agreement for Digital & Aerial Imagery, Marketing Media & 3D Tour Products. These terms are subject to change without notice. Locksley Consulting is an independent Contractor & not an employee of the Client.

1. DESCRIPTION OF SERVICES.

1.1. Overview of Services. Service Provider will provide to Customer the following services (collectively, the "**3D Media Services**" but only as to what the client has ordered and will be paying for as separate services.):

[] Matterport 3D Space(s)

Virtual Reality
Space(s)

Aerial Drone
Video(s)

Aerial Drone
Photos(s)

2D Floor
Plans(s)

Digital Photograph(s)

Single Property Website(s)

A “**Matterport Space**” is a 3D model hosted on the platform of Matterport, Inc. (“**Matterport**”) that includes the following features: Inside mode, Dollhouse mode, Floor Plan mode, Matterport Highlight Reel, Matterport Guided Tour, Mattertag Posts, Property Description, Address, and Contact Information. It can be shared using a URL or embed code.

Additional Matterport Paid Services:

Matterport Core VR Experience (Android & iOS)

Matterport 2D Schematic Floor
Plan

Matterport Fly Through
Video

Matterport Hosting after 1st year Free

Revisit, Redo or Updating Space

All other services are broken down in in section 1.2.

Notes:

Capture Service Date(s) and Service Location(s): Service Provider will capture imagery for the 3D Services (“**Capture Services**”) on the following date(s) at the location(s) (“**Service Location(s)**”):

[] or at Multiple Locations throughout business relationship to be booked with online booking.

1.2 Delivery of Services. Delivery Schedule is posted on www.locksleymedia.com under Delivery Schedule page.

1.2.1 Hosting Term. Service Provider agrees to process and host the created Matterport Space(s) on the Matterport platform for a period of 1 full year from the original service date following the completion of Capture Services. Locksley Consulting offers hosting after the first year of free hosting for \$49 due by the last day of the 1st year anniversary. If this is not paid the Model can/will be removed from the server. In most cases this is a permanent deletion and client will have to pay the full price to return to the property and capture the property at the cost of the client.

1.2.2 Service Location Preparation. Customer is required to prepare the Service Location in advance of Capture Services, including without limitation:

- Removing confidential or unwanted items
- Removing hazards to the photographer’s safety on site prior to the shoot.
- Adjusting furniture and/or decor to desired position
- Homeowners should ensure children are supervised and out of the camera’s view.

- Informing the Service Provider of any rooms or areas that should be excluded from Capture Services
- Ensuring the Service Location is free of moving persons, pets, or objects. Pets are to be contained or removed from the property for the photography session. Often a friendly dog will be aggressive when someone enters their domain that they don't know. The photographer reserves the right to terminate the shoot if they feel threatened in any way. The photographer will do everything to ensure pets stay inside, but are not responsible for pets that escape the property during the session. Locksley Media is not responsible for any cleaning, dusting, or moving of furniture due to liability reasons.

Photographers will only adjust at the photographer's discretion the following, including without limitation:

- Blinds
- Lighting
- Any small objects that will affect the quality of the Scan or Shoot.
- Doors to make sure the flow of the tour can move throughout the house properly

Unless otherwise arranged, a Service Location that has not been properly prepared, in Service Provider's sole discretion, will be considered unready and the date of Captures Service must be rescheduled. Service Provider shall not be responsible for the untidiness of any Service Location or for small alignment issues, mirror, window, glass, and reflective views. Customer shall further ensure that the Service Location is accessible upon the day of Capture Service for the length of the appointment. Customer or its representative may be present at the Service Location at the time of the Capture Services to approve Service Provider's interpretation of the Captures Services to be provided. All clients are provided a Client prep list to follow & client prep list is also available on www.locksleymedia.com

1.2.7 Cooperation. Customer will cooperate in a reasonable and timely manner in connection with Service Provider's performance of the Capture Services and provision of the 3D Services/Service Provider

2 FEES AND PAYMENT; CANCELLATION AND RESCHEDULING POLICY.

2.2.1 Fees. Customer agrees to pay Service Provider total fees provided by the pricing guide given, if none has been provided, customer agrees to pay for the services ordered by the price on the booking site by the client for the

3D Services and Capture Services. Such fees will be itemized in a separate invoice or order document provided to Customer.

2.2.2 Deposits are required when a client has been notified due to a previous lack of payment(s) & that they are required one, A non-refundable deposit, via credit card, company check, apple pay, android pay or square invoice, of \$125 to Service Provider for the 3D Services and Capture Services. The deposit will be subtracted from the total payment owed by Customer upon completion of the Capture Services.

2.2.3 Invoice and Payment of Balance Due. Following completion of the Capture Services, Customer shall pay Service Provider, via credit card, company check, apple pay, android pay or square invoice, the remaining fees owed within 7 days of Invoice. Service Provider Customer shall make all payments in the following currency: US Dollars. In the event that Customer fails to pay any amount when due, without limiting any other remedies available to Service Provider: (a) Customer will pay interest on the overdue amount at the lesser of 1% percent per month or the highest rate permitted under applicable law; and (b) Service Provider will have the right to suspend providing the 3D Services to Customer until such overdue amount is received.

2.2.4 **Cancellation and Rescheduling Policy.** We only want our clients to think warm and fuzzy thoughts about us and fee policies like this don't really do that – but we do have to pay our photographers when we reserve their time. When you schedule services with us, you are reserving a valuable time slot that will not be available to others. When you cancel, or reschedule your photo shoot, we must pay our photographers for that reserve time if it falls within the cancellation window outlined below. While everyone understands the purpose of cancellation fees, and agrees to the terms of service, nobody likes paying them. So, we do our very best to keep you apprised about your upcoming appointment with courtesy email 48 hours before your appointment. - please use that reminder window to check in with your client. As soon as you become aware that the property is not ready as scheduled, either call Locksley Media's office at 207-749-1303 or email us at info@locksleymedia.com so we can notify our photographer and remove it from the schedule and/or set up a new appointment time. If another Agent in your Realty can fill the spot, there will be no rescheduling/cancellation fees.

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Unable to Shoot/Scan Fee - If the photographer arrives at the property and cannot access it or it is not ready to photograph and or scan, then you agree to pay a \$75 fee plus any applicable travel charges

2.2.4 **Taxes.** All amounts payable by Customer to Service Provider under this Agreement are exclusive of any sales, use, excise, import or export, value-added, or withholding tax, levy or similar governmental charge that may be legally assessed by any jurisdiction, whether based on the provision of Capture Services or 3D Services, or the payment of fees; provided, however, that Customer shall have no liability for income or franchise taxes of Service Provider. Maine State Sales Tax of 5.5%

2.2.5 **Weather.** We are prepared to shoot in most any weather. Often, sellers spend a good amount of time getting their house ready, so at the very least we can do the interiors. If it is not raining hard, we can often get front and rear shots as well. If you require us to go back for exteriors we may charge a trip fee. If, in the opinion of the photographer, the shoot/scan cannot be completed due to inclement weather or other adverse conditions, then the photographer reserves the right to reschedule the shoot at the earliest convenience. The client has the option to accept the reschedule date or to receive a refund of any fees, or payments that have been excepted within thirty (30) days. Drone Photography will be affected by weather also. In unsafe conditions for the equipment, the photographer may choose to reschedule the shoot. If it is an event then Locksley Consulting will attempt to complete the job, but if unable to will refund any fees, or payments that have been excepted with thirty (30) days.

3 PROPRIETARY RIGHTS AND LICENSES.

3.2.1 **Ownership.** Service Provider and its licensors own all right, title and interest (including all associated intellectual property rights) in and to: (a) all

3D Services and any technology embodied therein; and (b) all look and feel, improvements, updates, modifications, translations, copies, compilations and derivative works related to any of the foregoing. All rights in the foregoing not expressly granted to Customer are reserved by Service Provider and Service Provider's licensors, and Customer shall make no use of the foregoing except as expressly provided herein. Customer acknowledges that, subject to Section 3.4, Service Provider will have the right to use and distribute any 3D services in Service Provider's sole discretion.

3.2.2 Service Provider, Service Provider License to Customer. Service Provider hereby grants Customer a nonexclusive, non-transferable, non-sub licensable license, during the Term, to: (a) use and distribute URLs and embed codes linking to the Matterport Space(s) (including any associated Guided Tours and Core VR Experience, if ordered) hosted on the Matterport Platform; and (b) to use and distribute Matterport Snapshots and Matterport 2D Schematic Floor Plans (if ordered).

3.2.3 Restrictions. Upon any expiration or termination of this Agreement, Customer shall immediately cease all use of the 3D Services on non-current properties and delete all copies of the 3D Services (a content or data derived from the 3D Services, links) in Customer's possession or under Customer's control. Customer shall not: (i) disable or modify any hyperlinks contained in any 3D Services; (ii) alter, remove or destroy any attribution, proprietary markings (e.g., copyright and trademark markings) or confidential legends placed upon or contained within the 3D Services; (iii) decompile, disassemble, decrypt, extract, reverse engineer or otherwise attempt to derive the source code of any software underlying the 3D Services; (iv) distribute, in conjunction with any 3D Services, any content that contains or promotes fraudulent, deceptive or illegal activities, pornography, excessive violence, "hate speech", malicious code or deceptive advertising; (v) access or use any API provided by Matterport without the prior written authorization of Matterport, or otherwise access Matterport Spaces (and any portion thereof) through any means other than available end-user functionality; or (vi) modify or create any derivative work based on the 3D Services (or any component thereof).

3.2.4 Takedown Service. During the Term, Customer can request at any time that Service Provider designate any Matterport Space and other hosted 3D Services as public or private. Any Matterport Space or other hosted 3D Service designated as private will be UN-accessible and un-viewable by the public. Service Provider will promptly comply with such request.

4 NO AFFILIATION WITH MATTERPORT. Customer acknowledges that: (a) Service Provider is an independent provider of the Capture Services and is not a contractor, employee or agent of Matterport; and (b) Service Provider is

making the 3D Services available to Customer under a license between Matterport and Service Provider.

5 **WARRANTY; DISCLAIMER.** Service Provider represents that it shall perform its obligations under this Agreement in a timely and workmanlike manner, consistent with generally acceptable industry standards. In the event of any breach of the foregoing warranty, as Customer's sole and exclusive remedy, Service Provider shall use commercially reasonable efforts to re-perform its obligations promptly in a manner that cures such breach.

EXCEPT FOR THE FOREGOING WARRANTY, THE 3D SERVICES AND CAPTURE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED. SERVICE PROVIDER DISCLAIMS, ON BEHALF OF ITSELF AND ITS AFFILIATES AND LICENSORS, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE 3D SERVICES AND CAPTURE SERVICES. SERVICE PROVIDER DOES NOT REPRESENT OR WARRANT THAT 3D SERVICES OR CAPTURE SERVICES WILL MEET CUSTOMER'S NEEDS OR REQUIREMENTS, THAT THE 3D SERVICES AND CAPTURE SERVICES WILL BE ACCURATE OR RELIABLE, THAT USE OF THE 3D SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, OR THAT ANY DEFECTS IN THE 3D SERVICES WILL BE CORRECTED. IN ADDITION, SERVICE PROVIDER MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE REGARDING: (A) THE APPROPRIATENESS OF THE 3D SERVICES FOR USE IN FOREIGN JURISDICTIONS; OR (B) THE TIMING OF 3D SERVICES PROVIDED TO CUSTOMER. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to Customer. Nothing in this Agreement disclaims any implied warranty that cannot be disclaimed under applicable law.

6 **INDEMNIFICATION.** Customer, at Customer's own expense, will indemnify, defend and hold harmless Service Provider, its corporate affiliates and licensors, and their respective officers, directors, employees, representatives and agents (each a "Service Provider Indemnity") from and against any claim, demand, action,

class action, investigation or other proceeding, including but not limited to all damages, losses, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) arising therefrom (each a "Claim"), brought by any third party against a Service Provider Indemnity to the extent that such Claim is based on, or arises out of: (a) a breach, or potential breach, of any of Customer's obligations under this Agreement; (b) Customer's use of the 3D Services; (c) any allegation that Customer has not obtained all consents, approvals, licenses, and permissions necessary for Customer, Service Provider or their respective subcontractors, as applicable, to have access to a Service

Location captured in any 3D Service and/or to capture and use imagery of such Service Location; or (d) any alleged or actual fraud, gross negligence or willful misconduct of Customer or Customer's subcontractors or agents. In the event of a claim in respect of which a Service Provider Indemnity seeks indemnification from Customer under this Section, the Service Provider Indemnity will promptly notify Customer in writing of the claim, cooperate with Customer in defending or settling the claim at Customer's expense, and allow Customer to control the defense and settlement of the claim, including the selection of attorneys; provided, however, that Customer shall not settle any claim unless such settlement completely and forever releases the Service Provider Indemnity from all liability with respect to such claim or unless the Service Provider Indemnity consents to such settlement in writing.

7 LIMITATION OF LIABILITY. EXCEPT IN CONNECTION WITH EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HERE UNDER, CUSTOMER'S BREACH OF SECTION 3, OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY, ITS AFFILIATES OR LICENSORS SHALL BE LIABLE, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES; AND (b) IN NO EVENT SHALL THE TOTAL LIABILITY OF EITHER PARTY, ITS AFFILIATES OR ITS LICENSORS UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID OR PAYABLE TO SERVICE PROVIDER HERE UNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. NEITHER SERVICE PROVIDER NOR MATTERPORT SHALL BE RESPONSIBLE OR LIABLE FOR ANY PERSONAL OR CONFIDENTIAL INFORMATION CAPTURED OR DISPLAYED IN ANY 3D SERVICE. CUSTOMER IS RESPONSIBLE FOR PREPARATION OF EACH SERVICE LOCATION, AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY OBJECTS OR PEOPLE DISPLAYED IN ANY 3D SERVICES. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so these limitations may not apply. Nothing in this Agreement excludes or limits any liability that cannot be excluded or limited under applicable law.

8 TERM, TERMINATION AND EFFECT OF TERMINATION.

8.2.1 Term. This Agreement will take effect on the Effective Date and, unless earlier terminated in accordance with this Agreement, will remain in effect until all of the Capture Services and 3D Services have been completed ("Term").

8.2.2 Termination for Breach or Bankruptcy. Either Party may terminate this Agreement immediately by written notice to the other Party upon the occurrence of any of the following events: (a) the other Party commits a material breach of this Agreement and such breach remains uncured for thirty (30) days following written notice of breach by the terminating Party; or (b) the

other Party experiences an insolvency or bankruptcy or its property becomes subject to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

8.2.3 Effect of Termination. Upon the expiration or termination of this Agreement for any reason: (a) Customer will immediately cease all access to and use of all 3D Services, and the license granted to Customer with respect to the 3D Services shall immediately terminate; (b) unless Customer is terminating the Agreement for cause pursuant to Section 7.2, Customer shall, within thirty (30) days of expiration or termination, pay to Service Provider all amounts then accrued and payable under this Agreement; (c) unless Service Provider is terminating the Agreement for cause pursuant to Section 7.2, Service Provider shall, within thirty (30) days of expiration or termination, refund to Customer the amount of any unused fees prepaid by Customer; and (d) Sections 3.1, 3.3, 4, 5, 6, 7, 8.3 and 10 shall survive. Neither party will be liable for exercising any termination right in accordance with this Agreement. Except as expressly provided, expiration or termination of this Agreement shall not release either party from any liability or obligation that had already accrued as of the effective date of expiration or termination, and the expiration or termination shall not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect, any rights, remedies or claims, whether for damages, injunctive relief, or otherwise, which a party may have hereunder at law, in equity or otherwise or which may arise out of or in connection with such termination. Termination or expiration of this Agreement hereunder by either party shall not limit either party from pursuing any other remedies available to it, including injunctive relief. In the event of a claim of infringement or violation of third-party proprietary rights relating to the 3D Services or Capture Services, the Parties may mutually agree to terminate certain rights granted hereunder.

9 **FORCE MAJEURE.** Neither party shall be liable to the other for any default or delay in the performance of any of its obligations under this Agreement (other than a failure to pay fees when due) if such default or delay is caused, directly or indirectly, by any cause beyond such party's reasonable control (each, a "Force Majeure Event"); provided, however, that the party affected by the Force Majeure Event shall provide the other party with prompt written notice of the Force Majeure Event and use commercially reasonable efforts to minimize the effect of the Force Majeure Event upon such party's performance; provided, further, that should the performance by either party of its obligations under this Agreement be prevented by a Force Majeure Event for more than thirty (30) days, the other party shall have the right to terminate this Agreement without liability to the non-performing party and receive a refund of any unused fees prepaid by such terminating party, if any.

10 **MISCELLANEOUS.** Customer shall comply with all applicable laws and regulations relating to Customer's use, display and distribution of all services. Any attempt by either party to assign other than in accordance with this provision shall be null and void. Unless otherwise specified herein, all any notices, invoices and other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by email or by overnight courier to the intended recipient thereof at such address of a party set out herein or otherwise provided by a party; provided, however, that any notices regarding breach or termination of this Agreement shall only be given by overnight courier. The parties acknowledge that the relationship of the parties is that of independent contractors and that nothing contained in this Agreement shall be construed to place the parties in the relationship of principal and agent, partners or joint ventures. No amendment of any provision of this Agreement shall be effective unless set forth in a writing signed by a representative of Service Provider and Customer, and then only to the extent specifically set forth therein. No waiver by either party of any condition or the breach of any provision of this Agreement in any one or more instances shall be deemed a further or continuing waiver of the same or any other condition or provision. This Agreement shall be governed by the laws of Maine, without regard to its conflict of law rules. Any claims or litigation arising under this Agreement will be brought by the parties solely in state and federal courts located in Maine, USA. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reimbursement from the other party for its expenses and reasonable attorneys' fees associated with the action, in addition to any other relief to which such prevailing party may be entitled. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and thereof, and supersedes all prior negotiations, discussions, agreements and understandings between the parties relating to the subject matter hereof and thereof. If any term of this Agreement or part hereof not essential to the commercial purpose of this Agreement shall be held to be illegal, invalid or unenforceable, it is the intention of the parties that the remaining terms hereof or part hereof shall constitute their agreement with respect to the subject matter hereof and thereof and all such remaining terms, or parts thereof, shall remain in full force and effect. Service Provider will have the right to refer to Customer's name in lists of Service Provider's customers. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature.

11 **ILLEGAL ACTIVITY.** If the 3D tour is used by anyone to acquire the layout of a Business, Residence, or any other Scanned or Videoed Property, Locksley Consulting will not be held liable for any action or theft due to the 3D Model. These Models are posted online & to the MLS & any other outlet by the Client & Locksley Consulting for use in Marketing both the Property and the Services provided. Client or Owner of said property can submit for the shutdown of model set forth in 3.2.4 **Takedown Service** Stated above. We are scanning and publishing the model at the request of the Owner or Client who has been named by owner as the Realtor to Market the property as they would like, clearing Locksley Media to Scan and Post the property as outlined in this Agreement.

**By doing business with Locksley Media,
you (the Client) have caused this
Agreement to be executed by its duly
authorized agent as of the effective date
of hire and for any future project while
a client of Locksley Media.**