



REAL ESTATE PHOTOGRAPHY AGREEMENT (v21ol)

This "**Agreement**" is entered into this day ("**Effective Date**") by Silicon Pictures, LLC®, a California limited liability company ("**Company**") and the individual and company (collectively the "**Client**") specified at the top of the "**RP Request Form**" (Real Estate Photo Request Form) found separately (at www.SiliconPictures.com/RP) and incorporated herein.

Company and Client are sometimes referred to herein as a "**Party**" or the "**Parties**."

The Company is in the business of capturing photographs and videos of real estate properties intended for sale by the Client. The Client desires to engage Company to provide these services, on a case-by-case basis, as more fully elaborated through the online RP Request Form. In furtherance thereof, the Parties agree as follows:

1.0 Scope of Services. Under this Agreement the Company will provide certain services to Client as described in the RP Request Form per the terms of the Agreement. The "**Services**" in general will consist of the production of photographs and/or video Content conforming with the requirements of the Client. The RP Request Form will identify the Services and "**Deliverables**" that Client will receive from Company. The Company will not initiate any activities for Client unless and until the following step has been taken:

1.1 Upon execution of the RP Request Form by the Parties, the RP Request Form will be deemed an amendment to and part of this Agreement. In the event of any conflict between the provisions of this Agreement and any RP Request Form, the provisions of this Agreement will govern except when this Agreement expressly indicates that the RP Request Form may control with regard to certain specific issues.

2.0 Personnel.

2.1 The Company reserves the right to allocate tasks in part or in full to reputable and competent employees and/or sub-contractors to perform the duties outlined in each RP Request Form. Unless otherwise specified in each RP Request Form, the Client is not contracting the services of any specific Company "**Representative**" (such as a particular Photographer, Videographer, Drone Pilot, Graphic Artist, Editor, or Assistant).

3.0 Term and Termination.

3.1 Term. The Agreement will commence on the Effective Date and continue one (1) year from the Effective Date ("**Initial Term**") unless earlier terminated as provided herein. After that, this Agreement will renew automatically for successive one (1) year terms (each, a "**Renewal Term**") unless either Party provides sixty (60) days written notice of termination prior to the end of the Initial Term or in subsequent years, prior to the end of each Renewal Term. The Initial Term and Renewal Term(s) referred to collectively as the "**Term**."

3.2 Termination.

a. Either Party may terminate this Agreement or any RP Request Form: (i) for material failure by the other Party to comply with the terms of this Agreement or RP Request Form, respectively (provided such breach is not cured within thirty (30) days after written notice of the breach is received from the other Party); (ii) immediately upon written notice in the event the other Party seeks the protection of any bankruptcy court, becomes insolvent, or makes an assignment for the benefit of creditors; or (iii) in the event a Force Majeure (as defined below) suffered by one Party causes any delay in or interference with the performance of such Party under this Agreement, and such delay or interference continues for more than thirty (30) days, with such termination effective upon written notice of termination to the non-performing Party.

b. Following the delivery of a Party's notice of termination of this Agreement, Company will complete any outstanding RP Request Forms following their respective terms, unless Company has not been timely paid in accordance with the RP Request Form, or the Parties agree in writing that the RP Request Form should not continue. A RP Request Form may have its own termination provisions if specified therein. Termination of a RP Request Form shall not terminate the Agreement as a whole or any other RP Request Form; termination of the Agreement shall terminate these terms and conditions and all RP Request Forms.

3.3 Effect of Termination. Upon termination of this Agreement and/or termination of a RP Request Form:

a. The Company will promptly invoice Client for applicable fees and expenses related to Services completed under this Agreement before the effective date of termination. The Client will pay such invoice within thirty (15) days of receipt.

b. In addition, unless otherwise specified therein, Work Product shall be promptly turned over to Client and any Client materials provided to Company for use therewith shall be promptly returned to Client. Confidential Information of either Party provided for use thereunder, shall be promptly returned to the originating Party. The Company may retain a copy of any samples of Work Product for archival purposes and as examples of its work in its portfolio which may be shown to third parties including by display on Company's website.

4.0 Payment.

4.1 Fees and Expenses. The Client will pay Company fees for Deliverables and Services as described below. Any request by the Client that modifies the amount of Services and/or Deliverables, agreed to by the Parties in writing or by email, may increase the fee amounts; otherwise, the fees will not exceed the amount specified on the RP Request Form, except where section 4.2a applies below.

4.2 Invoices and Payment. Upon completion of Services and delivery of the Deliverables to the Client, the Company will submit an "**Invoice**" for the total fees as itemized in each RP Request Form. Payments will be due fifteen (Net 15) days from the date of the invoice.

a. Late Fee. A 10% surcharge, multiplied against the total Invoice amount, will be compounded to the bill every 15 additional days that a payment is delinquent (until the payment has been made in full).

5.0 Acceptance of Deliverables. Unless a different time frame is specifically stated on a RP Request Form, within five (5) working days from receipt of any Deliverable, Client will provide Company with a detailed written description of any good faith reasonable objections relative to such Deliverable. Company and Client will review the objections, and Company will provide Client with a revised Deliverable that meets the requirements of the RP Request Form under which it was prepared, at no additional cost to Client within a reasonable period. The Client will be deemed to have accepted any Deliverables if Client does not provide Company with written notice of objections within such five (5) working day period (or other time frames as specified in the RP Request Form).

6.0 Confidential Information.

6.1 From time to time, either Party (the "**Disclosing Party**") may disclose or make available to the other Party (the "**Receiving Party**"), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products or services (together, "**Confidential Information**") in connection with this Agreement. Each Party agrees that during the Term of this Agreement and thereafter

(i) it will use Confidential Information belonging to the Disclosing Party solely for the purpose(s) of this Agreement and (ii) it will take all reasonable precautions to ensure that it does not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's employees and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party's written consent. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party.

6.2 For purposes hereof, Confidential Information will not include any information that the Receiving Party can establish by convincing written evidence (i) was independently developed by the Receiving Party without the use of or reference to any Confidential Information belonging to the Disclosing Party; (ii) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party; or (c) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party).

6.3 These confidentiality obligations will not restrict any disclosure required by order of a court or any government Client, provided that the Receiving Party gives prompt notice to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party at the Disclosing Party's request and expense to resist such order or to obtain a protective order.

7.0 Intellectual Property Rights and License. The following provisions shall apply to all Deliverables to be produced under this Agreement. For purposes hereof, "**Content**" means any software, data, documentation, graphics, text, code, pictures, audio, video, works of authorship, and any other protected subject matter under intellectual property law.

7.1 Work Product. "**Work Product**" means any and all Content other than Client Content that is created or developed by Company (either independently or jointly with Client) within the scope of the work performed pursuant to each RP Request Form, including without limitation, all modifications to any Client Content (defined below), and which is indicated as Work Product on the applicable RP Request Form or an appendix or exhibit thereto. Except for any Company Content contained in the Work Product (which is licensed below), Company hereby assigns to Client all worldwide rights, title, and interest in and to all Work Product produced in whole or in part by Company under or related to this Agreement, whether or not patentable or copyrightable, and such Work Product is deemed a "work made for hire" to the extent allowed under the U.S. Copyright Act. It is the responsibility of Client, not Company, to register copyright in the Work Product.

7.2 Company Content. "**Company Content**" means all Content, other than Work Product, that is created or developed or modified by Company (either independently or jointly with Client) prior to, or outside of the Services/Deliverables performed pursuant to a RP Request Form. Except for the licenses outlined in this Agreement, the Company Content and all rights therein will be and remain the exclusive property of Company. Except as specified otherwise, Client will not: (i) copy, duplicate, record, transfer, transmit or otherwise reproduce in any form or by any means, in whole or in part the Company Content or otherwise make the same available to any unauthorized person or source, nor allow a third party to do so; (ii) remove Company's proprietary rights notices; (iii) alter, or create derivative works from the Company Content; or (iv) export the Company Content to any country in violation of the laws of the United States.

a. With respect to all Company Content, Company hereby grants to Client a non-exclusive, irrevocable, worldwide license to display, modify, perform, distribute, copy and otherwise use such Company Content if applicable and to the extent necessary to make full use of the Services and Deliverables as allowed under this Agreement. This paragraph notwithstanding, the scope and extent of such rights and

licenses may be further defined and restricted in each RP Request Form, and such provisions shall bound the Parties.

7.3 Client Content. "**Client Content**" means any and all Content delivered to Company by Client pursuant to a RP Request Form. Client hereby grants to Company a non-exclusive, worldwide, non-transferable (except in connection with a permitted assignment of this Agreement) license to display, modify, perform, distribute, copy and otherwise use the Client Content and Work Product solely and as necessary to provide the Services and Deliverables to the Client and subject to any restrictions, limitations and instructions communicated in writing to Company by Client. Except for the licenses set forth in this Agreement, the Client Content and Work Product and all rights therein will be and remain the exclusive property of Client. Except as specified otherwise, Company will not: (i) remove Client's proprietary rights notices; or (ii) display, exploit, perform, copy or otherwise use Client Content or its modifications or derivatives for any purposes whatsoever during or after the Term, except as provided in this Agreement and its specific RP Request Form.

7.4 License Client Marks. Company's use and display of trademarks, service marks, or other names or logos of the Client for inclusion in any Deliverables or Services (such as Client branding) shall be subject to the instructions of the Client.

7.5 License of Work Product to Company. Client hereby grants to Company a non-exclusive, irrevocable, worldwide license to display, modify, perform, distribute, copy and otherwise use such Work Product, related to any and all RP Request Forms, including Client's logo, to display samples of its work on its website and for the purpose related to promoting its services, and to include the use of the Client's company name as a client of the Company. The Client will not use any element of Work Product that contains Confidential Information.

8.0 Representations and Warranties.

8.1 By Company. The Company represents and warrants that: (a) Company is financially solvent and has the ability to perform its obligations hereunder; (b) Company has not entered into and will not enter into any other agreement that conflicts or limits Company's ability to perform the Services specified in each mutually agreed upon RP Request Form; (c) Company Content licensed under this Agreement (if any) will not infringe or violate any patent, copyright, trade secret, trademark, or other third party intellectual property right; (d) the Services will be provided by Company's personnel having the appropriate level skills and training, and (e) Company will use reasonable commercial efforts to perform all Services and provide the Deliverables on time and in a professional manner (f) Company will comply with state and federal laws, rules and regulations concerning its obligations in this Agreement.

8.2 By Client. Client represents and warrants that: (a) Client is financially solvent and has the ability to perform its obligations hereunder; (b) Client has not entered into and will not enter into any other agreement that conflicts with each mutually agreed upon RP Request Form or limits Client's ability to perform its obligations hereunder; (c) Client Content provided to Company under this Agreement will not infringe or violate any patent, copyright, publicity right, trade secret, trademark, or other third party intellectual property right; (d) Client will cooperate promptly with Company in providing materials and needed information, as well as timely Approvals (e) Client will comply with all state and federal laws, rules and regulations concerning their obligations hereunder.

9.0 Indemnification.

9.1 By Company.

a. To the maximum extent allowed by law, Company will indemnify and hold harmless Client and its directors, officers, employees, and agents (the "**Client Indemnitees**"), from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "**Claims**"), including attorneys' fees incurred in responding to such Claims, that the Client Indemnitees may suffer or incur arising out of or in connection with (i) the Company's gross negligence, willful misconduct, or breach of the Agreement (ii) any allegation that the Company Content or Client Indemnitees' use or distribution thereof infringes or violates any patent, copyright, trade secret, trademark, or other third party intellectual property or other rights; or (iii) any personal injury (including death) or damage to property resulting from the Company's or its agents' acts or omissions. The Client Indemnitees will give prompt notice of any Claim to the Company, and the Company will defend the Client Indemnitees at the Client Indemnitees' request.

b. If Client is unable to use or distribute the Deliverables because of a Claim that the Company Content therein infringes or violates any patent, copyright, trade secret, trademark, or other third party intellectual property right, Company will, at its expense and Company's option: (i) procure for Client the right to continue using and/or distributing such Deliverable; or (ii) replace or modify the Deliverable so that the Company Content therein becomes non-infringing.

9.2 By Client.

a. To the maximum extent allowed by law, Client will indemnify and hold harmless Company and its Representatives, directors, officers, employees, and agents (the "**Company Indemnitees**"), from and against any and all third party Claims, including attorneys' fees incurred in responding to such Claims, that the Company Indemnitees may suffer or incur arising out of or in connection with (i) the Client's gross negligence, willful misconduct, or breach of the Agreement; (ii) any allegation that Client Content including recorded or transmitted by Company or provided for Company's use in providing the Services/Deliverables thereof infringes or violates any patent, copyright, publicity rights, trade secret, trademark, or other third party intellectual property or other right; (iii) any personal injury (including death) or damage to property resulting from the Client's or their agents' acts or omissions. The Company Indemnitees will give prompt notice of any Claim to the Client and the Client will defend the Company Indemnitees at the Company Indemnitees' request.

b. If Client Content infringes or violates any patent, copyright, trade secret, trademark, or other third party intellectual property right, Client will, at its expense and Client's option: (i) procure for Company the right to continue using such Client Content; or (ii) replace or modify the Client Content so that the Client Content becomes non-infringing.

9.3 General. The Party seeking indemnification must promptly notify the other Party in writing of any claim or suit for which indemnification is sought, and the indemnifying Party will defend the Party seeking indemnification at such Party's request. Neither Party has any obligation of indemnity in connection with any settlement made without its written consent. The indemnified Party has the right to participate, at its own expense, in the claim or suit and in selecting its own counsel.

10.0 Clearance. The Client is to obtain clearance for each and every element of the Work.

10.1 Prior to the arrival of the Company's Representative(s) at the "**Listing Property**" (the subject home), the Client is to obtain the permits needed to photograph and/or video the Listing Property and its immediate surroundings.

10.2 The Company will likely enhance the resulting photographs and/or video during a process of post-production. The Client is to ensure that the resulting images or collection of images do not depict the Listing Property or location in a manner that is misleading or constitutes false advertising.

10.3 The Client has the ultimate responsibility for making sure the final Work Product complies with copyright and trademark law, broadcast standards, FTC, FCC, and other regulatory requirements.

11.0 Insurance. The Parties will carry their own customary insurance in the amounts and for the risks reasonably associated with their respective obligations under this Agreement, including but not limited to Commercial General Liability Insurance and Professional Liability Insurance.

12.0 Taxes. The Client will pay any federal, state, and local sales or use tax imposed on or arising out of the delivery of Services, except for taxes based on Company's income. If Client should pay any tax to Company and it is later held that such tax was not due, Company will promptly refund the amount thereof to Client.

12.1 Sales Tax. It is the Company's understanding that sales taxes are not owed on the transfer of photographs and video where no tangible (physical) exchange of the product takes place. Thus, the Company will restrict the transfer of images to digital uploads to be downloaded by the Client online without providing physical mediums of transmission, such as hard drives, thumb drives, CDs, DVDs, or other such similar devices. Likewise, the Company will not produce physical copies of digital images that result in photographs, slides, banners, or other similar tangible mediums offered for sale.

a. Unless informed otherwise, the Company will not collect sales taxes from the Client. However, should any tax collection agency find that Sales taxes were due, then such taxes remain the responsibility of the Client as the buyer.

b. If the Client sells images directly to customers or other 3rd parties, then the Client is to provide the Company with a copy of their Resale Certificate or that of the third party, such as a periodical, that produces tangible copies of those images for sale.

c. As required by the CDTFA: *These electronic photography images were loaded into the computer of Client by Company, and Company did not transfer any tangible personal property containing the image, such as electronic media or print, to Client.*

13.0 Independent Contractor. The Company's status will be that of an independent contractor, and the Company and its Representative(s) will not be deemed employees or agents of the Client. None of the terms outlined in this Agreement will be construed as creating a partnership, joint venture, Client, master-servant, employment, trust, or any other relationship between Company and Client or any of their employees. Company and its employees are not eligible for, nor may they participate in, any employee benefit plans of the Client. The Company is solely responsible for paying any and all taxes (including social security and income) required by law pertaining to its employees or fees received under this Agreement. Company will indemnify, defend, and hold Client, its directors, officers, employees and agents harmless against any claim or liability (including penalties) resulting from Company's failure to pay such taxes or contributions, or Company's failure to file any such tax forms. This engagement is nonexclusive and nothing in this Agreement will in any way restrict the Client's or Client's right to engage others to render the same or similar Services.

14.0 Use of Name and Publicity. Neither Party will use the name, logo, trademark, trade name, or other marks of the other Party without such Party's prior written consent, except as necessary to provide the Services and Deliverables, or as otherwise stated in this Agreement.

15.0 Notices. Unless otherwise required under this Agreement, notices permitted or required to be given will be deemed sufficient if given by mail with delivery confirmation or courier service, addressed to the individual specified herein at the bottom, or to such other individuals as the respective parties may designate by notice from time to time. Notices so given will be effective upon receipt by the Party to which the notice is given.

16.0 Disclaimer, Exclusion of Damages, Remedies, and Waiver

16.1 Limitation. **NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE, PROVIDED THAT THIS EXCLUSION WILL NOT APPLY TO DAMAGES PAYABLE UNDER THE INDEMNIFICATION OBLIGATION IN THIS AGREEMENT OR CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE REMEDIES SPECIFIED IN THIS AGREEMENT ARE CUMULATIVE AND IN ADDITION TO ANY REMEDIES AVAILABLE AT LAW OR IN EQUITY. WAIVER OF A BREACH OF ANY PROVISION OF THIS AGREEMENT DOES NOT CONSTITUTE A WAIVER OF ANY OTHER BREACH OF THE SAME PROVISION OR ANY OTHER PROVISION OF THIS AGREEMENT.**

16.2 Disclaimer of Warranty. **COMPANY'S SERVICES AND ACTIVITIES ARE PROVIDED "AS IS" AND COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND INCLUDING BUT NOT LIMITED TO A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM CLIENT'S USE OF THE WORK PRODUCT.**

17.0 Equal Opportunity Employer. The Company affirms that it provides equal employment opportunities for all individuals without regard to race, color, religion, national origin, sex, age, disability, sexual preference, or other characteristics protected by law.

18.0 Miscellaneous

18.1 COVID-19. During the threat and consequences of COVID-19, Company Representative(s) will wear both face masks and gloves while acquiring images inside the Listing Property. They will endeavor to maintain a distance of at least six feet from others while on the Listing Property. If using a restroom on the Listing Property, they will wash or sanitize their hands both before and after using the facility. They will not enter the Listing Property if they knowingly exhibit multiple symptoms of COVID: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, a recent loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and/or diarrhea. In such case, the Company will cancel the appointment, and release the Client to seek an alternative source for the Services.

a. The same is required of the Client, their co-workers, their service providers; and, the Listing Property owner(s), their guests, and their inhabitant(s). It would be prudent that the Client arrange to have the Listing Property reasonably sanitized (to include tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks) before the arrival of the Company Representative(s).

18.2 Safety. If the Company or its Representatives find the Listing Property, for any reason, to be unsafe, threatening, or otherwise forbidding, then the Company and its Representative(s) reserve the right to depart the location and discontinue any and all Services.

18.3 Weather. Photographic images can look better with the availability of clear or partially clear skies, allowing for direct sunlight, golden hours, and twilight hues. However, Monterey is famous for its fog, which can make images, especially exteriors, appear more washed out and flat. The Client should appreciate that the Company has no control over the weather.

- a. The Company does not make any weather assurances at the scheduled time(s).
- b. By consulting weather forecasts, the Client is welcome to schedule, pending the Company's availability, Services during optimal weather conditions.
- c. Using the RP Request Form, shoots can be scheduled during Sunset/Twilight at an additional cost.
- d. Under severe weather conditions, such as storms, high winds, and rain, the Company reserves the right to postpone Services until the Parties can agree upon a more appropriate date and.

18.4 Staging. The Company's Services DO NOT include cleaning, blocking, or staging of the Listing Property as part of its Services.

- a. The Client should consider separate professional services for cleaning (including the roof and skylights) and gardening. Client should also arrange for the removal of moving boxes, parked and abandoned cars, spider webs, replacing burned bulbs, indications of pets, family photos, valuables (such as paintings and jewelry), and anything else that is not desired in the resulting images. The Client should then consider adding appropriate furnishings, healthy plants, and tie back curtains to reveal windows. Cleaning, staging, and blocking should be completed before the Company arrives to perform its Services.

18.5 Drone Flights. Many real estate photographers obtain drone footage without proper permissions, which puts themselves, their Clients, and the owners of the Listing Property at risk. The Company utilizes only certified Commercial Drone Pilots, which means that they will not fly during recognized restrictions.

- a. The FAA has fundamental limitations on UAS drone flights, such as flights under or near clouds (which means that one can't fly with fog); over people; near schools, prisons, police, and fire stations. Flights must be within a visual line of sight (VLOS); during the day (from 30 min. before sunrise to 30 min. after official sunset); under 400ft (and often less), plus other provisions. Airports, such as Monterey Regional, further restrict flights that are within five (5) miles of their tower. This requires ATC authorization, which has been dramatically simplified (by LAANC) but is never guaranteed. Upon submitting an RP Request Form for aerial images, the Company will consider restrictions at the Listing Property and inform the Client as to what is and is not possible. The Company will not charge for flights not approved and subsequently not flown.

- b. If conditions are right and the Company Representative is approved to fly, the Company will purchase drone insurance for the duration of the flight, which further protects the Client and Company against drone related claims of property damage, injury, and invasion of privacy.

18.6 Equipment and Collaboration Hazards. The Client understands that the Company and its Representative(s) may use electrical cords, light stands, tripods, and other equipment on the Listing Property while providing Services specified herein. The Client holds the Company harmless for any damage, personal injury, or loss sustained by the Client, their co-workers, their service providers; and, the Listing Property owner(s), their guests, and their inhabitant(s), which may result from interacting with and around the Company's equipment, posing for shots, or otherwise collaborating with the Company.

18.7 Technical Failure. The Company is diligent at maintaining its equipment in good working condition, yet assumes no responsibility, implied in fact or law, for the performance or non-performance of equipment. The Client agrees to indemnify Company and to hold it harmless from all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities including but not limited to attorneys' fees arising out of

connected with or resulting from the possession, use, or failure of equipment used to create the Work Product, included, without limitation to manufacture, selection, delivery, possession, use, operation, conduct or return.

a. In such a case where equipment failure causes the loss of Content, the Parties are to work together, in good faith, to re-generate the Deliverables in a timely fashion.

18.8 Deliverables Backup. As a courtesy, the Company will retain an onsite arrayed backup (which is susceptible to catastrophe) of the RAW Content and the Deliverables for not more than three (3) months from Delivery of the Work Product to the Client. Ultimately, the Client is responsible for securing and maintaining backups, at its discretion, of all Deliverables provided by the Company.

a. Matterport Services require a reoccurring subscription that the Company will maintain for at least three (3) months after delivery of the Property's VR link to the Client or in so long as the Company is still engaged in the Real Estate Photography business – whichever is longer. At the Company's discretion, a Property's VR link may be achieved after the Client's listing has been closed.

18.9 Changes and Modifications. The terms and conditions of this Agreement or any RP Request Form may not be amended, waived, or modified, except in writing and signed by both parties.

18.10 Severability. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

18.11 Force Majeure. Neither Party is responsible for any failure to perform its obligations under this Agreement if it is prevented or delayed in performing those obligations by an event of force majeure such as riot, war, invasion, act of foreign enemies, earthquakes, flood, fire or other physical natural disaster, strikes, labor disputes and the like ("**Force Majeure**") and delivery and performance dates will be extended to the extent of any delays resulting from a Force Majeure. Each Party will promptly notify the other upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. The above notwithstanding, Company shall have no liability for any delay costs or restart costs in any way incurred or to be incurred by the Company or the Client in connection with a Force Majeure event. Any additional costs related to a Force Majeure event shall be handled pursuant to paragraph 17.1 above.

18.12 Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of California, excluding its principles of conflicts of law. Courts of or in the State of California will have nonexclusive jurisdiction over any disputes under this Agreement. Service of any action or proceeding in any of such courts by either Party hereto may be made upon the other, by registered mail, return receipt requested, at its address given herein.

18.13 Negotiated Terms. The language, terms, conditions, and provisions of this Agreement are the result of negotiations between the parties and this Agreement will not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement or based on a party's undertaking of an obligation under this Agreement.

18.14 Headings. The headings of sections of this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement in any way.

18.15 Survival. The sections of this Agreement that by their nature are intended to survive its expiration or termination, including, without limitation, applicable elements of Sections 3.3, 4.2, 4.3, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0, 12.0, 13.0, 14.0, 16.0, and 17.0.

18.16 Counterparts. This Agreement may be executed in counterparts, including recorded email correspondences, all of which when taken together constitute a single agreement.

18.17 Entire Agreement. This Agreement, including all RP Request Forms constitute the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all other communications, including but not limited to all prior agreements, between the parties concerning such subject matter.

ACCEPTED AND AGREED:

Silicon Pictures, LLC®

CLIENT

Carl Miller

Clicking "Submit Request" is Client's signature

Owner

Phone: 831-856-3456

Email: info@siliconpictures.com