

# PHOTOGRAPHY SERVICES AGREEMENT

1. Background: This Agreement is between the Photography Service Provider (Rebranding360) and the business whose premises are being photographed for the Google Street View Trusted Program (the “Business”).
2. Google Street View Trusted Program: Service Provider, Rebranding360, is an independent contractor and neither the Service Provider nor any of its personnel are a Google employee or agent, but Service Provider is authorized under the Google Street View Trusted Program to provide photography services to local businesses that desire to participate in Google’s Street View Trusted Program.
3. Service Fee Payment: Service Provider, Rebranding360, and Business will agree on an amount for the Google Street View Photos and related services (“Service Fee”), and the Business will pay the **one time Service Fee** at the time of signing this agreement, or no less than **five business days** prior to the service provider taking the photographs (as defined in Section 4 below). This is a one time Google Photography Service Fee. You will not receive any recurring charges for the Google Street View Trusted Virtual Tour. Should you want additional services offered by Rebranding360 after your Google Street View Trusted Virtual Tour has published then and only then will you be billed for additional services.
4. Services and Ownership of Photographs: In exchange for the Service Fee:
  - a. Service Provider will take photographs of those portions of the exterior and interior of the Business premises designated by the Business as acceptable for photographing in connection with the Google Street View Trusted Program (the “**Photographs**”);
  - b. Service Provider will use commercially reasonable efforts to ensure that the Photographs meet the Google Street View Photos Program’s technical specifications;
  - c. Service Provider hereby assigns (or will procure the assignment of) all ownership rights in the Photographs (including intellectual property rights) to Business;
  - d. To the extent permitted by law, Service Provider will obtain;
    - i. Waivers from all of Service Provider’s personnel in respect of any “moral rights” that such personnel may have in the Photographs, including any right of attribution; and
    - ii. Assignments by Service Provider’s personnel to the Business of all moral rights in the Photographs.
  - e. Service Provider will upload the Photographs to Google for processing and use in accordance with Section 5 below.
5. Terms Governing the Uploading, Processing, and Use of the Photographs:
  - a. Google Terms of Service: Business agrees that the uploading, processing, and use of the Photographs will be governed by Google’s standard online terms of service for such Photographs as set forth at [www.google.com/intl/en/policies/terms](http://www.google.com/intl/en/policies/terms) (along with relevant Additional Terms, as set forth at [www.map.google.com/help/maps/buisnessphotos](http://www.map.google.com/help/maps/buisnessphotos) ) or such other URL/Additional Terms as Google may designate from time to time (collectively, the “**Google Terms of Service**”).
  - b. Authorization to Upload Photographs to Google for Google’s Use: Business hereby authorizes Service Provider to upload the Photographs to Google on Business’ behalf and licenses the Photographs for Google’s use in accordance with the Google Terms of Service.

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6. Limited License to Service Provider: Business grants Service Provider a nonexclusive license to use a reasonable number of images created under this Agreement as “samples” or “portfolio copies” for Service Provider to archive examples of Service Provider’s work and to advertise or market Service Provider’s professional services.
7. Time and Date of Services: Upon signatures, Services Provider will reserve the time and date agreed upon to provide the photographic services. All Service Fees are non-refundable except as described in Section 8 below, or unless Service Provider agrees in its sole discretion to permit a rescheduling of the services.
8. Refunds: Service Provider will refund all pre-paid Service Fees to the Business (but will have no further liability with respect to the Agreement) if Google rejects the Photographs for failure to meet the Google Street View Photos technical specifications and Service Provider does not correct the failure after re-photographing the Business at a mutually-agreed upon time. No other refunds apply.
9. Insurance: Service Provider will carry comprehensive general liability insurance coverage for Service Provider’s activities on the Business’ premises.
10. Confidentiality: This Agreement is confidential information. Business will not disclose or make this Agreement available to any third party except (a) Google; (b) as specifically authorized by Service Provider in writing; or (c) when compelled to do so by law if Business provides reasonable prior notice to Service Provider.
11. No Warranties: IN CONNECTION WITH THIS AGREEMENT, SERVICE PROVIDER MAKES NO REPRESENTATIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PHOTOGRAPHIC SERVICES OR THE PHOTOGRAPHS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE PHOTOGRAPHS WILL ULTIMITEY BE DISPLAYED BY GOOGLE.
12. Limitations on Liability:
  - A. EXCEPT FOR BREACHES OF CONFIDENTIALITY, (I) NEITHER PARTY WILL BE LIABLE (UNDER ANY THEORY OR CIRCUMSTANCE) FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND (II) NEITHER PARTY’S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT OF THE SERVICE FEE.
  - B. GOOGLE’S USE OF THE PHOTOGRAPHS IS GOVERNED SOLELY BY THE GOOGLE TERMS OF SERVICE IN ACCORDANCE WITH SECTION 5 ABOVE. IN NO EVENT WILL GOOGLE BE LIABLE TO EITHER BUSINESS OR SERVICE PROVIDER (UNDER ANY THEORY OR CIRCUMSTANCE) FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
13. Modifications: Any modification of this Agreement must be (a) pre-approved by Google in writing, and (b) reflected in a written agreement that is signed by both Service Provider and the Business.
14. Entire Agreement: This Agreement incorporates the entire understanding of the parties relating to its subjects and supersedes any prior or contemporaneous agreements on that subject.