

Sold in a Snap LLC

Terms and Conditions

Terms and conditions are subject to change without notice. Please review them with each order.
All services provided by Sold in a Snap LLC are subject to these terms and conditions.
By completing payment for services, you agree to these terms and conditions.

1. Definitions

- 1.1 A references in this agreement to "Sold in a Snap" shall be interpreted as references to Sold in a Snap LLC,
- 1.2 "The shoot" shall be interpreted as references to the scheduled photo shoot, filming, scanning, or any other scheduled service offered by Sold in a Snap LLC.
- 1.3 "The Client" shall be interpreted as references to the agent or person who scheduled and paid for services.
- 1.4 "Photos", "media" and "services" shall be interpreted as all images, video, media, scans, or any other type of service, physical, or electronic material furnished by Sold in a Snap LLC.
- 1.5 "Internet usage" includes digital distribution of the photographs for use on Client's website, email marketing, broadcast program and related social media business platforms (e.g. Facebook, Twitter, Instagram) for the Client's advertisement of the Property listing. Client may upload photographs to any Multiple Listing Service ("MLS") website solely for promotion of the property during the Term of this Agreement. Regardless of any conditions of the MLS, at no time does this Agreement grant Client the right to transfer copyright, or any other exclusive rights as provided by 17 U.S.C. § 106. Photographs may contain copyright management information (CMI) at the discretion of Sold in a Snap in the form of either 1) a copyright notice ©, and/or 2) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the Parties. Removing and/or altering such information is prohibited and constitutes violation of the Digital Millennium Copyright Act (DMCA) and Client will be responsible to the Sold in a Snap for any penalties and awards available under the statute. Client is responsible for ensuring that the photographs are removed from the MLS databases at the expiration of this Agreement.
- 1.6 "Physical Usage" includes physical reproductions of the photographs for use in physical marketing activities (e.g. brochures, business cards, wall displays, and billboards) for the purposes of advertising the Property listing. Client may not use the photograph(s) in merchandise or products for resale. Client may not use the content in any manner that allows others to download, redistribute or extract content as a standalone file.

2. Artistic Style

- 2.1 On it's own behalf, and on behalf of the subject: Client acknowledges that it is familiar with Sold in a Snap's portfolio and is requesting services with knowledge of Sold in a Snap's style; that Sold in a Snap's work is constantly evolving; that Sold in a Snap's services are of unique and artistic nature; that the photos may be different from photographs taken by Sold in a Snap in the past; and that in creating the photos, Sold in a Snap shall use our artistic judgement to create images consistent with our personal vision of the subject, which vision may be different from the Client's and/or the Owner's vision of the subject. Accordingly, Client acknowledges that the photos shall not be subject to rejection on the basis of taste or aesthetic criteria.

3. Scheduling

- 3.1 Invoices must be paid in full to schedule a day and time slot for a shoot. Sold in a Snap will not hold or reserve time slots or photograph a property for any reason until full payment has been received.
- 3.2 Any cancellations within 24 hours of the scheduled shoot time will be refunded all but a \$75 cancellation fee.
- 3.3 All reschedules within 24 hours of the scheduled shoot will be charged a \$75 rescheduling fee.
- 3.4 Sold in a Snap is not responsible for unfavorable photos/videos due to weather conditions. In the event of heavy rain and/or wind during (or forecasted for) the scheduled shoot time, the shoot will be rescheduled at Sold in a Snap's earliest convenience for no additional fee.
- 3.5 The Multi-Trip add-on is only available for up to 90 days after the original shoot. After that time, the Client will need to reschedule a full shoot.

4. Payment & Travel Fee

- 4.1 The Client must submit payment online through Sold in a Snap's online booking dashboard (unless otherwise instructed) using a credit or debit card. Sold in a Snap does not accept cash or checks.
 - o For the Client's protection, Sold in a Snap will not accept credit or debit card information over the phone, by text message, or by email.
- 4.2 Invoices must be paid in full to schedule a day and time slot for a shoot. Sold in a Snap will not hold or reserve time slots or photograph a property for any reason until full payment has been received. In the event that a service was performed before payment is taken, the full payment will be due before any of the media or services are delivered to the Client.

- 4.3 If shoots or individual services are cancelled, a refund is applied to your Sold in a Snap account. If Client requires the funds to be returned to the purchasing card, a 5% credit card processing fee will be deducted from the total amount paid.
- 4.4 Referral fees cannot be transferred outside of Client's Sold in a Snap account.
- 4.5 If the listing is outside of Sold in a Snap's service areas a travel fee will apply.

5. Delivery, Acceptance, & Hosting

- 5.1 Specific editing or retouching requests must be submitted to Sold in a Snap in writing on or before the scheduled shoot day.
- 5.2 Sold in a Snap makes every effort to ensure that photos and services are delivered within 24-48 hours of the shoot. There is no guarantee of a delivery window unless the Client purchases the Rush Delivery add-on (24-hour guarantee from time of shoot). Video and Virtual Staging/Removal/Renovation may be delivered up to 5 business days after filming/shooting.
- 5.3 If a service is not delivered within the Rush delivery window of 24 hours from time of shoot, the client will be able to request to refund the Rush portion of the payment, or apply that payment to another service.
- 5.4 The Client must notify Sold in a Snap in writing with any claims against Photographer/Sold in a Snap for the delivered artistic works within 48 hours from date of delivery. At that time, the Client waives any right to submit a claim to Sold in a Snap for reimbursement of any fees previously paid or for his/her waiver or forgiveness of any fees that may still be outstanding. Any corrections or changes after the 48 hours will be billed as additional work.
- 5.5 If the photos and services are unacceptable to the Client based on editing, they will be re-edited according to the written instructions of the Client. If re-edited photos are still unacceptable, they will be edited again at a charge of \$5 per photo.
- 5.6 If the photos are unacceptable to the Client and re-editing will not solve the problems, the Client will be refunded all but a \$75 cancellation fee, and the license to use the photos or other media will be revoked. This is only available one time per client. Going forward, Sold in a Snap refuses to work with said client.
- 5.7 Photos, services, property websites, all Marketing Kit materials and custom website addresses (custom website URLs), will be accessible through Sold in a Snap's online system for one year (365 days) after the project's shoot date. The Client is able to renew photos, videos, the Marketing Kit, and other media online for an additional fee per year if the Client informs Sold in a Snap before the year is over. After the initial year from the shoot date, Sold in a Snap cannot guarantee / is not obligated to continue storing the media, if it has not been renewed. If Sold in a Snap retains the media, the Marketing Kit materials can be renewed after the initial year is over by Client paying the renewal fee.
- 5.8 Sold in a Snap does not sell or provide RAW files, unedited photos, or unedited video footage to the Client or third parties.
 - RAW files are only stored for 72 hours after services have been delivered.

6. Property Preparation

- 6.1 If Sold in a Snap is unable to access the property, there will be a \$75 fee charged when rescheduling or cancelling.
- 6.2 The Client is responsible for preparing the property to be "show ready." Sold in a Snap will photograph the property as-is or reschedule with the agent and incur a \$75 Multi-Trip fee. If a reshoot is needed because of property condition, the reshoot will be booked at the original price. Multi-Trip fees are good for up to 10 photos.
- 6.3 Homes will be shot as-is when the photographer arrives. Anything that is moved or cleaned is done so as a courtesy. If cleaning/prepping by the photographer is required for more than 10 minutes, a cleaning fee will be applied of \$50 for every 15 minutes of cleaning (minimum 15 minute charge). If owners/Client requires more than 10 minutes of cleaning/prepping after the photographer has arrived at the property, the shoot will need to be rescheduled for a \$75 multi trip fee or, if the schedule allows, the photographer can wait but additional time will be billed at \$150 per hour (minimum 15 minute charge). The photographer has the discretion to shoot the house as-is if the home is unprepared. The photographer is not obligated to wait or help clean/stage a property.

7. Health and Safety

- 7.1 Client is responsible for ensuring the property is safe for entry by our team. If we are dispatched to a home that is infested with fleas, bed bugs, etc. Client will be responsible for the extermination services to our equipment, vehicles and properties, if necessary.
- 7.2 In a situation where the Client creates an unhealthy, stressful, negative, unethical, emotionally difficult, or constraining working relationship with any Sold in a Snap employee, such that the Employee feels they can no longer do their job effectively for the Client, the Employee has the right to exit this Agreement and must refund all but the \$75 cancellation fee paid by the Client. The Client agrees to undertake the best efforts to ensure that any session location attendees within Client's control treats all Sold in a Snap Employees with respect and dignity and that the Photographer/Employee is provided with a safe working environment. Should an issue arise, the Photographer will make reasonable effort to contact the designated Client to

handle the matter. If the situation is not remedied in a reasonable amount of time, Sold in a Snap retains the right to cancel the remainder of the session and all monies (minus the \$75 cancellation fee) will be forfeited without further responsibility by Sold in a Snap. Safe working environment issues include but are not limited to; physical known or unknown hazards, unkenneled/restrained animals, attendees or other vendors committing any instances of sexual harassment, violence, threats, or other similar behavior that would lead a reasonable person to feel unsafe in such an environment. In the event of such cancellation the Client will not be entitled to any refund.

- 7.3 All animals must be kenneled or put in a room or space that will not be photographed if the owner is not present during the shoot. Sold in a Snap reserves the right to reschedule any shoot that has loose animals without an owner present at the cost of a \$75 Multi-Trip Fee.
- 7.4 Sold in a Snap will not provide any services with an unsupervised minor at the residence. The shoot will be rescheduled at the cost of a \$75 Multi-Trip Fee.
- 7.5 Sold in a Snap will not provide any services at the home of people that have been sick within the last 7 days. Likewise, if The Client or anyone within their home, has been sick within the last 7 days, we will not shoot the property with them there. The shoot will be rescheduled at the cost of a \$75 Multi-Trip Fee if we arrive to find that anyone is/has been ill.
- 7.6 Sold in a Snap reserves the right to refuse work.

8. License

- 8.1 The Client is not granted a license to sell, transfer, license, sublicense, share, or otherwise distribute photos and services to any third party (including partners, vendors, builders, designers, contractors, sub-contractors, businesses, homeowners, other agents or representatives, or for online or print publications, etc.) for any purpose.
- 8.2 Client will not modify/edit the images in any way without the express written permission of Sold in a Snap. However, Client may modify the images in commercially reasonable manners to facilitate distribution of the photographic materials as identified in this Agreement. Modifications are limited to resizing, cropping and resolution adjustment to fit the distribution platform requirements.
- 8.3 Client will promptly call to the attention of Sold in a Snap the use of the photographs by any third-party which Client considers to be an infringement. Sold in a Snap and Client shall consult one another as to whether proceedings shall be brought against such third parties. In the event that Sold in a Snap and Client decide that action should be taken against such third parties, Sold in a Snap may take such action in their own name or, alternatively, Sold in a Snap may authorize Client to initiate such action in Sold in a Snap's name. Licensee and Licensor agree to cooperate fully with one another to whatever extent it is necessary to prosecute such action, all expenses being borne by Sold in a Snap and all damages that may be recovered being solely for the account of Sold in a Snap.
- 8.4 Client does not have any rights to pull still images from videos or scans.
- 8.5 Co-Branding is allowed on the provided property websites. The co-branded company may not use the photos/media for their marketing. They are purchasing an advertisement spot on the website and are not purchasing rights to the media that is displayed on the website.
- 8.6 Any third party who wishes to publish photos and services owned by Sold in a Snap must obtain written permission from Sold in a Snap for that particular use and include an appropriate citation or credit below the photo. This includes online and in-print articles that are for the purpose of selling the property. Any other use, requires permission and a separate contract. Appropriate citation looks like the following and must include a DoFollow hyperlink on all online locations:

Photography/Media by Sold in a Snap

www.SoldinaSnap.com

- 8.7 Clients and homeowners may not use the photos or services in photo contests or the like, or claim photos and services as their own work.
- 8.8 Sold in a Snap reserves the right to use any photos and services for any purpose; including marketing, reselling and stock photography.

9. Package Selection & Correct Usage

- 9.1 By purchasing and utilizing the services and media provided by Sold in a Snap LLC, you acknowledge and agree to select the appropriate package that aligns with your intended usage and licensing rights. It is your responsibility to ensure that the selected package adequately covers the intended purpose for which you intend to use the media.
- 9.2 In the event that Sold in a Snap determines, at its sole discretion, that you are using the media for purposes beyond the scope of the originally selected package, you will be promptly notified. You will be sent an invoice of at least the difference in the cost between the originally selected package and the package that corresponds to your actual usage and at most, the amounts legally allowed to Sold in a Snap under Federal Copyright law. This invoice will be due and payable immediately upon receipt.
- 9.3 It is essential that you carefully review and understand the licensing rights associated with each package before making your selection. Failure to adhere to the correct usage rights may result in additional charges,

as outlined above, and may also lead to the suspension or termination of your access to Sold in a Snap's services.

10. Rights

10.1 Residential Real Estate packages and services (for licensed Realtors only)

- 10.1.1 All photos and services provided to the Client by Sold in a Snap are solely and exclusively owned by Sold in a Snap. Upon payment in full for the services and media ordered, the Client is granted a limited, non-transferable, non-sublicensable license. The license is for the rights to reproduce, publicly display, and distribute the photographs and media for promotional and advertising purposes directly related to, and for the exclusive purpose of, listing the Property for sale or long term lease (12+ months) for the life of the Client's business. For the use of the photographs or other media for any purpose not directly relating to the sale of the Property, or Client's business marketing after the sale of the property, Client must receive express written permission from Sold in a Snap and pay additional fees, unless otherwise agreed to in writing. Client agrees to distribute the photograph(s) and media, through "Internet Usage" and "Physical Usage" in a commercially reasonable manner and in such manner that will not harm the professional reputation of Photographer or Sold in a Snap. Further, the Client agrees not to utilize the photograph(s) or media in any illegal, libelous, scandalous, or such other manner that would tend to damage the image and reputation of the Photographer or Sold in a Snap.
- 10.1.2 If the listing goes to either For Sale by Owner or to a new agent or representative, the new seller or agent/representative must pay full price to Sold in a Snap for the license to use the media and services. Licensing can only be obtained through Sold in a Snap directly. The Client may not sub-license, sell or gift photos, media, or services to the seller, new owner(s), agent or other representative.
 - 10.1.2.1 The Client does have the right to be reimbursed by the seller or new agent/representative for marketing costs, including any services from Sold in a Snap. However, *reimbursement does not license the media and services to that person or entity.*
- 10.1.3 When photos and services are purchased by a real estate "Team," or "Brokerage" the person who paid is considered the Client and possesses the license described above. This may mean that the actual listing agent is not the Client, and therefore does not possess the license for use outside of the "Team" or "Brokerage". If the listing agent leaves the "Team" or "Brokerage" and takes the listing with him/her, or wishes to use the photos, media or services outside of the "Team" or "Brokerage" for any purpose, the listing agent must pay Sold in a Snap full price for the license to use the photos, media and services.
- 10.1.4 Sold in a Snap retains all rights to the images and media and can therefore re-license or sell rights to other parties at any time without permission of Client, Property Owner, or other Representative.

10.2 Short Term Rentals packages and services

- 10.2.1 All photos, media and services provided to the Client by Sold in a Snap are solely and exclusively owned by Sold in a Snap. Upon payment in full for the services and media ordered, the Client is granted a limited, non-transferable, non-sublicensable license. The license is for the rights to reproduce, publicly display, and distribute the photographs and media for promotional and advertising purposes directly related to, and for the exclusive purpose of, listing the Property for short or long term lease. These rights are given to the current owner of the property indefinitely but are not transferrable to future owners without written permission from Sold in a Snap. For the use of the photographs or other media for any purpose not directly relating to the lease of the Property, Client must receive express written permission from Sold in a Snap and pay additional fees, unless otherwise agreed to in writing. Client agrees to distribute the photograph(s) and media, through "Internet Usage" and "Physical Usage" in a commercially reasonable manner and in such manner that will not harm the professional reputation of Photographer or Sold in a Snap. Further, the Client agrees not to utilize the photograph(s) or media in any illegal, libelous, scandalous, or such other manner that would tend to damage the image and reputation of the Photographer or Sold in a Snap.
- 10.2.2 The Client may not sub-license, sell or gift photos, media, or services to any other party, including; vendors, partners, builders, stagers, contractors, etc.
- 10.2.3 Sold in a Snap retains all rights to the images and media and can therefore re-license or sell rights to other parties at any time without permission of Client, Property Owner, or other Representative.

10.3 For Sale By Owner (FSBO) packages and services

- 10.3.1 All photos and services provided to the Client by Sold in a Snap are solely and exclusively owned by Sold in a Snap. Upon payment in full for the services and media ordered, the Client is granted a limited, non-transferable, non-sublicensable license. The license is for the rights to reproduce,

publicly display, and distribute the photographs and media for promotional and advertising purposes directly related to, and for the exclusive purpose of, listing the Property for sale without legal representation. These rights are given to the current owner of the property indefinitely but are not transferrable to future owners, Realtors, attorneys, or other representatives without written permission from Sold in a Snap. For the use of the photographs or other media for any purpose not directly relating to the sale of the Property, Client must receive express written permission from Sold in a Snap and pay additional fees, unless otherwise agreed to in writing. Client agrees to distribute the photograph(s) and media, through "Internet Usage" and "Physical Usage" in a commercially reasonable manner and in such manner that will not harm the professional reputation of Photographer or Sold in a Snap. Further, the Client agrees not to utilize the photograph(s) or media in any illegal, libelous, scandalous, or such other manner that would tend to damage the image and reputation of the Photographer or Sold in a Snap.

- 10.3.2 If the listing becomes legally represented by a Realtor, Real Estate Sales Person, attorney or other representative, the new agent/representative may use the photographs and media to promote the sale or lease of the property. However, the new agent/representative does not have any licensing rights to the photos or media and cannot use them solely for their business marketing purposes during the time of the listing, or at all, after the sale of the property. If the new agent/representative would like marketing rights to the photographs/media, they can contact Sold in a Snap to purchase that directly.
- 10.3.3 The Client may not sub-license, sell or gift photos, media, or services to any other person or entity, including; the new owner(s), agent or other representatives, vendors, partners, builders, stagers, contractors, etc.
- 10.3.4 Sold in a Snap retains all rights to the images and media and can therefore re-license or sell rights to other parties at any time without permission of Client, Property Owner, or other Representative.

10.4 **Commercial Real Estate packages and services**

- 10.4.1 All photos and services provided to the Client by Sold in a Snap are solely and exclusively owned by Sold in a Snap. Upon payment in full for the services and media ordered, the Client is granted a limited, non-transferable, non-sublicensable license. The license is for the rights to reproduce, publicly display, and distribute the photographs and media for promotional and advertising purposes directly related to, and for the exclusive purpose of, listing the Property for sale or long term lease (12+ months) for the life of the Client's business. For the use of the photographs or other media for any purpose not directly relating to the sale of the Property, or Client's business marketing after the sale of the property, Client must receive express written permission from Sold in a Snap and pay additional fees, unless otherwise agreed to in writing. Client agrees to distribute the photograph(s) and media, through "Internet Usage" and "Physical Usage" in a commercially reasonable manner and in such manner that will not harm the professional reputation of Photographer or Sold in a Snap. Further, the Client agrees not to utilize the photograph(s) or media in any illegal, libelous, scandalous, or such other manner that would tend to damage the image and reputation of the Photographer or Sold in a Snap.
- 10.4.2 If the listing goes to either For Sale by Owner or to a new agent or representative, the new seller or agent/representative must pay full price to Sold in a Snap for the license to use the media and services. Licensing can only be obtained through Sold in a Snap directly. The Client may not sub-license, sell or gift photos, media, or services to the seller, new owner(s), agent or other representative.
 - 10.4.2.1 The Client does have the right to be reimbursed by the seller or new agent/representative for marketing costs, including any services from Sold in a Snap. However, *reimbursement does not license the media and services to that person or entity.*
- 10.4.3 When photos and services are purchased by a real estate "Team," or "Brokerage" the person who paid is considered the Client and possesses the license described above. This may mean that the actual listing agent is not the Client, and therefore does not possess the license for use outside of the "Team" or "Brokerage". If the listing agent leaves the "Team" or "Brokerage" and takes the listing with him/her, or wishes to use the photos, media or services outside of the "Team" or "Brokerage" for any purpose, the listing agent must pay Sold in a Snap full price for the license to use the photos, media and services.
- 10.4.4 Sold in a Snap retains all rights to the images and media and can therefore re-license or sell rights to other parties at any time without permission of Client, Property Owner, or other Representative.

10.5 **Builder Portfolios packages and services**

- 10.5.1 All photos and services provided to the Client by Sold in a Snap are solely and exclusively owned by Sold in a Snap. Upon payment in full for the services and media ordered, the Client is granted

a limited, non-transferable, non-sublicensable license. The license is for the rights to reproduce, publicly display, and distribute the photographs and media for promotional and advertising purposes directly related to, and for the exclusive purpose of marketing the Builder's business for the life of the business. For the use of the photographs or other media for any purpose not directly relating to the marketing of the Builder, Client must receive express written permission from Sold in a Snap and pay additional fees, unless otherwise agreed to in writing. Client agrees to distribute the photograph(s) and media, through "Internet Usage" and "Physical Usage" in a commercially reasonable manner and in such manner that will not harm the professional reputation of Photographer or Sold in a Snap. Further, the Client agrees not to utilize the photograph(s) or media in any illegal, libelous, scandalous, or such other manner that would tend to damage the image and reputation of the Photographer or Sold in a Snap.

10.5.2 The Client may not sub-license, sell or gift photos, media, or services to any other party, including; vendors, partners, stagers, contractors, sub-contractors, etc.

10.5.3 Sold in a Snap retains all rights to the images and media and can therefore re-license or sell rights to other parties at any time without permission of Client, Property Owner, or other Representative.

10.6 Commercial and Custom packages and services

10.6.1 All photos and services provided to the Client by Sold in a Snap are solely and exclusively owned by Sold in a Snap. Upon payment in full for the services and media ordered, the Client is granted a limited, non-transferable, non-sublicensable license. The license is for the rights to reproduce, publicly display, and distribute the photographs and media for promotional and advertising purposes directly related to, and for the exclusive purpose of marketing the Client's business for the life of the business. For the use of the photographs or other media for any purpose not directly relating to the marketing of the Client, Client must receive express written permission from Sold in a Snap and pay additional fees, unless otherwise agreed to in writing. Client agrees to distribute the photograph(s) and media, through "Internet Usage" and "Physical Usage" in a commercially reasonable manner and in such manner that will not harm the professional reputation of Photographer or Sold in a Snap. Further, the Client agrees not to utilize the photograph(s) or media in any illegal, libelous, scandalous, or such other manner that would tend to damage the image and reputation of the Photographer or Sold in a Snap.

10.6.2 The Client may not sub-license, sell or gift photos, media, or services to any other party, including; vendors, partners, stagers, contractors, sub-contractors, etc.

10.6.3 Sold in a Snap retains all rights to the images and media and can therefore re-license or sell rights to other parties at any time without permission of Client, Property Owner, or other Representative.

10.7 Headshots packages and services

10.7.1 All photos and services provided to the Client by Sold in a Snap are solely and exclusively owned by Sold in a Snap. Upon payment in full for the services and media ordered, the Client is granted a limited, non-transferable, non-sublicensable license. The license is for the rights to reproduce, publicly display, and distribute the photographs for promotional and advertising purposes directly related to, and for the exclusive purpose of, marketing the Client for the life of the business. Client agrees to distribute the photograph(s), through Internet Usage and Physical Usage in a commercially reasonable manner and in such manner that will not harm the professional reputation of Photographer or Sold in a Snap. Further, the Client agrees not to utilize the photograph(s) in any illegal, libelous, scandalous, or such other manner that would tend to damage the image and reputation of the Photographer or Sold in a Snap.

10.7.2 Sold in a Snap retains all rights to the images and media and can therefore use the photos in our marketing without permission of Client.

11. Legal

11.1 These Commercial License Use terms survive any modification or termination of this Agreement, unless expressly revoked by Sold in a Snap.

11.2 If a legal dispute arises, the Client/homeowner agrees to a privately mediated settlement paid for by the Client. The Client will indemnify and defend Sold in a Snap and all employees against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation of, any use of, or relating to any services furnished by Sold in a Snap.

11.3 Neither party will be liable for any delay in performing or failing to perform obligations if that delay or failure results from events or circumstances outside its reasonable control. Such delay or failure will not constitute a breach of this agreement and the time for performance will be extended by a period equivalent to that during which performance is so prevented provided that if such delay or failure persists for more than 90 days, nothing in this Clause will be taken to limit or prevent the exercise by either party of its rights of termination under this Agreement without claim [arising from the termination] against the party defaulting

by reason of force majeure cure provided that any outstanding pre-existing claims will not be thereby terminated.

- 11.4 This Agreement incorporates the entire understanding of the parties. Any waiver of a breach or default hereunder will not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.
- 11.5 This Agreement will be construed under Texas law, without regard to its choice of law provisions. The state and federal courts for McLennan County will have exclusive jurisdiction over any dispute arising under or relating to this Agreement. The parties agree to proceed with a bench trial, and each hereby waive any right to a jury. In any such suit, the prevailing party will recover all costs incurred and a reasonable attorney's fee. Client assumes responsibility for any and all collection costs and legal fees incurred by Sold in a Snap in the event enforcement of this Agreement becomes necessary.
- 11.6 Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in interpreting this Agreement. The language in this Agreement will be interpreted as to its fair meaning and not strictly for or against any party. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.