

SeeYouHome.com VIRTUAL TOUR ORDER FORM & CLIENT AGREEMENT

THIS VIRTUAL TOUR ORDER FORM & AGREEMENT (the "Agreement") is entered into between the opposite-page-signed Client ("Client"), and J. R. Kreber & Associates, Inc. ("JRKA") (each being referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Client has listed Client's property (the "Property") with the MLS listing Broker, an Ohio real estate brokerage, (the "Broker").

WHEREAS Client desires to have representatives of JRKA photograph their home and optionally produce and host on the World Wide Web a virtual tour ("Virtual Tour") of the Property as described on the Order Form.

WHEREAS, the purpose of the Virtual Tour is to provide an interactive and visual presentation of the Client's Property for prospective buyers delivered via the World Wide Web. Otherwise, the photography shall be used to market the Client's home for sale on the MLS and various other web sites.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. THE VIRTUAL TOUR

JRKA agrees to provide Client with services for shooting original photography and optionally hosting of a site on the World Wide Web portion of the Internet (the "Web Site") as set forth or described herein (the "Hosting Services"). The Web Site shall contain a Virtual Tour of the Client's Property. JRKA shall provide the Hosting Services so that the Web Site is accessible to third parties via the World Wide Web portion of the Internet as specified herein.

Unless otherwise indicated, the Web Site shall be accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of Hosting Services due to causes beyond the control of JRKA or which are not reasonably foreseeable by JRKA, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures.

The Virtual Tour shall include the Elements shown on the Order Form and those elements normally incorporated by JRKA in virtual tours, plus any additional elements Client may request and the Parties mutually agree upon in writing.

2. ACCEPTANCE

JRKA shall notify Client via e-mail, fax, or mail of the completion of the Virtual Tour for Client's acceptance or rejection (the "Completion Notice"). Client shall have three (3) days after receiving the Completion Notice to either accept or reject the Virtual Tour. Failure to reply in writing to JRKA within three days shall constitute acceptance on the Client's part. Should Client reject the Virtual Tour, then Client shall provide JRKA with written notification of Client's reasonable rejection and Client shall provide a detailed reason(s) for the rejection. Client agrees to provide JRKA reasonable time to correct the Virtual Tour. Notwithstanding the above, JRKA shall not be obligated to correct the Virtual Tour more than once and JRKA shall have sole discretion as to whether changes are merited and reasonable. The Virtual Tours shall be produced at a quality comparable to the Virtual Tour samples shown online at <http://www.SeeYouHome.com>.

3. FEES

Client agrees to pay JRKA the Fee as specified on the Order Form for the Virtual Tour and Hosting Services. Payment in full is due at the time of execution of this Agreement. Client's Broker may pay JRKA these fees. Non payment of fees may cause the withholding of the rights to use the photography shot and edited by JRKA.

4. TERM

This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for the term of Client's listing with the Broker. Thereafter, the term shall continue for a period of ten (10) years.

5. PROPRIETARY RIGHTS

All materials, including but not limited to any computer software, photographs, 360° Video Panoramas, data or information developed or provided by JRKA or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by JRKA to provide the Services to Client, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "JRKA Materials") shall remain the sole and exclusive property of JRKA or its suppliers. To the extent, if any, that ownership of the JRKA Materials does not automatically vest in JRKA by virtue of this Agreement or otherwise, Client hereby transfers and assigns to JRKA all rights, title and interest which Client may have in and to the JRKA Materials.

Client understands and agrees that only JRKA or its authorized representatives

may use the JRKA Materials. Should Client desire to engage the services of a broker that does not have a pre-existing relationship with JRKA, Client shall first seek permission by JRKA for the broker to use the JRKA Materials. An additional fee shall be charged for such use.

6. RELEASE

Client hereby grant JRKA, its heirs, legal representatives and assigns, affiliates, those for whom JRKA is acting, and those acting with JRKA's authority and permission, the irrevocable and unrestricted right and permission to take, copyright in JRKA's name or other names that JRKA may designate, and use, reuse, publish photographic portraits or pictures of the Property or pictures of the Property that might be included, in whole or in part, or composite of distorted in character or form, without restriction as to change or alterations, in conjunction with the name and legal description of the Property or a fictitious name, or reproduction thereof in color or otherwise, made through any medium at the Photographers studio or elsewhere, and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever. Client also consents to the use of any published matter in conjunction therewith.

7. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL JRKA OR ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AFFILIATES, SUCCESSORS OR ASSIGNS BE LIABLE TO CLIENT OR ANY OTHER PERSON, IN CONNECTION WITH THE PROVISION OF THE VIRTUAL TOUR, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL; DEFAMATION; INVASION OF PRIVACY; COPYRIGHT AND TRADEMARK INFRINGEMENT, TRESPASS TO REAL PROPERTY OR CHATTELS; LOSS OF BUSINESS OPPORTUNITY, SALE OR PROFITS; COMPUTER FAILURE OR MALFUNCTION; OR ANY AND ALL OTHER DAMAGES OR LOSSES. IN NO EVENT WILL JRKA OR ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT JRKA RECEIVED FROM CLIENT FOR THE VIRTUAL TOUR, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

8. INDEMNIFICATION

Client agrees to indemnify, defend and hold harmless JRKA and its officers, directors, agents, employees, affiliates, successors and permitted assigns from and against any and all losses, claims, suits, proceedings, liabilities, expenses (including reasonable attorneys' fees and expenses), causes of action, damages and costs arising out of or in connection with any claim based on JRKA's provision of the Virtual Tour to Client, including without limitation any claim of trespass, defamation, invasion of privacy, copyright or trademark infringement, or similar claim.

9. ACKNOWLEDGEMENT

Client acknowledges that JRKA and the Broker have disclosed that the Broker and said sales associates may receive compensation or profit resulting from the potential sale of the Client's real property by the Broker.

10. MISCELLANEOUS

Client acknowledges that the Broker and JRKA have a business arrangement whereas JRKA performs the photography services and optionally creates the Virtual Tour and related activities and other support functions not requiring a real estate license. The Broker may also provide additional compensation to JRKA for its high-tech web and print marketing support role. For example, The Broker will compensate JRKA for the links to the Virtual Tour and for re-use of the Virtual Tour photography elements in printed material. Client authorizes JRKA to receive additional compensation from the Broker related to the marketing of Client's Property using the content of the Virtual Tour for any lawful purpose.

This Agreement will be governed by and construed under the laws of the State of Ohio without reference to conflict of laws principles, and Client and JRKA agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the appropriate state or federal court located in Franklin County, Ohio, and Client and Host hereby submit to the jurisdiction of such courts. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. This Agreement may be executed by exchange of signature pages by facsimile and/or in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

Each party has full power and authority to enter into and perform this Virtual Tour Order Form and Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands them, and agrees to be bound by them.