**HeadBox 3D Image Contract**

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| --- | --- |
| Host Limited Company Name (herein after referred to as Licensee) |  |
| Registered Address |  |
| Host Space Address |  |
| Contact Email Address |  |
| Details of HeadBox 3D Shoot (location, number of spaces in location) |  |
| Charges (excl. VAT) |  |
| 3D Capture Time and Date |  |
| Payment Terms | 100% of charges to be paid either:   1. 2 working days prior to the “3D Capture Date” if within 30 days of date of contract signature 2. OR within 30 days of contract signature, if the “3D Capture Date” is 30 days or more after contract signature |
| Additional Terms | N/A |

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Host Signature and Date)

**Agreement:**

HeadBox expressly grants the Host ownership of all 3D space imagery, fixed digital objects, non-fixed digital objects and derived imagery.

HeadBox grants the Host the right to publish the 3D Images of the Space (“Images”) on your website and in your online media and marketing material for a period of 12 months subject expressly to the terms and conditions set out in the Matterport Terms and Conditions dated 1st March 2017, a copy which is set out in Annexure 1 to this agreement.

**Payment**

100% of the charges for the 3D Images of the Host Space (“Images”) are to be paid either:

1. 2 working days prior to the “3D Capture Date” if within 30 days of date of contract signature
2. OR within 30 days of contract signature, if the “3D Capture Date” is 30 days or more after date of contract signature

The use of the Images for the Host’s website is expressly granted subject to the Matterport Terms and Conditions set out in Annexure 1 and for a period of 12 months only.

Whilst the initial period of use granted by this agreement is 12 months, unless the agreement is terminated in writing by the giving of 30 days notice by the Host, then the license will automatically renew and a fee of £75 plus VAT per annum will become due immediately after the new 12-month term commences.

**Termination**

The Host is authorized to terminate this Agreement upon 7 days prior written notice to HeadBox. In the event that the Host terminates this agreement then there will be no refund of the Charges. The Host accepts that in the event of termination of the services 100% of the charges will still be due and payable.

**Provisions**

Matterport retains all copyright attached to the Images as well as any other rights, which may not be detailed in this agreement. The Images may not be used for any other purpose than as set out in this Agreement. Selling and/or redistribution of the Images are forbidden.

**Indemnity:**

You hereby agree to indemnify and hold harmless HeadBox against all claims, liability, damages, costs and expenses stemming from a breach of this agreement, the use of the Images, your failure to abide by any restriction regarding the use of the Images, or any claim by a third party related to the use of the Images.

**Warranty and Liability:**

The use of the Images on the HeadBox portal is provided "as is" with no warranty regarding the suitability of the Images for any purpose. HeadBox is not liable to you or to any person or entity for damages, costs or losses stemming from any usage of the Images, including but not limited to the publication of the Images on the HeadBox portal.

**Re-Shoot and Photography Cost:**

Photography and editing is included in the Charges. Should the site be unavailable, un-accessible or inappropriately prepared for the 3D Capture at the designated 3D Capture Time and Date, resulting in a delay of over 1 hour from the scheduled start time, a charge of £100 per hour of delay will be applied.

A charge of £175 will also be applicable should the date of the shoot be re-scheduled within 48 hours of the agreed shoot date. Should you wish to re-shoot any part of the Host Venue, after the 3D Capture Time and Date has been completed, this will be charged at the following rate: £250 per day Photography fee plus £350 per 1,000 sq ft of space to be captured in 3D.

**Annexure 1**

Matterport Cloud Subscription Agreement, 1st March 2017: <https://matterport.com/legal/terms-of-service/>