



## Typical Project Terms

This document describes the typical terms established between Lytra, Inc. and its clients. The actual terms for your project may vary from this description, depending on the scope and specifications to be addressed. Lytra, Inc. can also incorporate terms and conditions required by clients. In the terms below, you are the "client" and Lytra, Inc. is the "producer."

## INTELLECTUAL PROPERTY (IP)

### Client Content

The client retains IP rights to any materials furnished for a project regardless of the extent to which they are modified or converted. This includes visuals, text and collateral materials provided to the producer. All non-photographic images, text and artwork generated by the producer are the IP of the client regardless of which party created the material. However, the producer retains IP rights to any pre-existing materials it furnishes for a project.

### Original Photos

When a project is paid in full, the original client automatically receives a royalty-free, non-exclusive, non-transferrable, unlimited license to use photographs created and copyrighted by the producer. This includes photographs in any electronic or print medium that is accessed or duplicated in any volume. When and where possible, the producer requests credit in the form of a byline such as "Photos by Lytra, Inc."

### Permissions

Whenever an image is generated that requires a release or license for individuals, private spaces or copyrighted intellectual property—the party that obtains or produces the original image is responsible for securing the appropriate permissions and holds harmless any other parties directly engaged in producing the project. A PDF containing generic consent cards (but not legal advice) is available from the producer. Always consult a qualified attorney with questions concerning permissions and intellectual property.

## PAYMENT

### Retainers

Certain projects may require a deposit or retainer to initiate a project. The amount and terms of a retainer are identified in advance by the producer.

### Previews

When project assets become available, the client will have an opportunity to preview online, watermarked copies of project materials in order to review and approve them prior to release.

### Invoices

Depending on the project quotation, invoicing may occur at predefined milestones as well as at the end of a project. Usually, payments are processed as credit card or electronic transfer transactions. On receipt of payment, the client receives instructions on how to obtain delivery of the finished project.



### **Deliveries**

Delivery of project assets will depend on the type of materials produced. This may include client downloads, FTP transfers, email attachments or removable media sent by surface mail or other commercial carrier.

## **CONDITIONS**

### **Warranties**

The goods or services furnished are provided "as is" without any express or implied warranties or representations; including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

### **Software Support**

The producer advises the client about the software products and versions used to generate media. The client is solely responsible for maintaining media that utilizes any unspecified software versions or products.

### **Computing Platform**

The producer generates and tests all media to ensure that it properly functions on a specified hardware configuration and operating system. The client is solely responsible for implementing media on alternative platforms.