

## Operative Dentistry, Inc. Location Agreement Addendum 2

**BACKGROUND INFORMATION:**

I, \_\_\_\_\_ (hereafter "Provider") have or intend to photograph or digitally or otherwise record content on or including portions of the Property listed below and its characteristics for submission to Operative Dentistry, Inc. (hereafter "Jopdent") for potential future use by Jopdent, including in films, photos or posters, Internet postings and similar uses. Such submission may include identifiable attributes of the Property that the Owner claims as proprietary such as Trademarks, Logos, and Identifiable Characters or Characteristics ("Marks").

<b>PARTIES TO THE AGREEMENT:</b>	
Jopdent: Operative Dentistry, Inc., its officers, employees, agents, assigns, successors, licensees, and members of the Executive Board of Operative Dentistry and/or related entities, and their respective employees, agents, and representatives  Provider Name: _____ Address: _____ Phone Number: _____ Email Address: _____	Owner Name: _____ Address: _____ _____ Phone Number: _____ Fax Number: _____ Email Address: _____
<b>PROPERTY INFORMATION:</b>	
Property Description: _____ _____ _____ _____	Property Address: _____ _____ _____ _____

In consideration of the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, Owner, Owner's Heirs, Successors and Assigns (hereafter "Owner"), Provider, and Jopdent agree as follows:

Owner grants or acknowledges that it previously granted to Provider the right to enter the Property for the purpose photographing or otherwise filming or recording content on the Property and authorizes Provider to provide the photography or recorded content to Jopdent.

Owner hereby grants to Provider and Jopdent the perpetual rights throughout the universe, to use, and exclusively own the photographs, video recordings, sound recordings, films and other recoredation in any medium of the Property (including the interior and the exterior and any portion thereof) taken by Provider pursuant to this Agreement in such manner and to such extent as Jopdent may desire and to distribute and otherwise exploit (and to license others to distribute and exploit) such recordings as provided by Provider in other projects or works, in any and all media and by any and all means now known or hereafter devised. The rights granted in this agreement include the right to use the photograph, film, videotape, and other recordings of any kind, which may include features, structures and signs located on the Property. Owner grants Jopdent the right to refer to the Property by its correct name or any fictitious name, and the right to attribute fictitious events as occurring on the Property.

Owner grants to Jopdent a non-exclusive right, but not the obligation, to use all or a part of the Marks in connection with any project where the submitted content is used, throughout the universe and in perpetuity, in any and all manners, methods, or media, whether now known or hereafter known or devised.

Owner hereby waives any and all rights of privacy, publicity, defamation, or any other rights of a similar nature in connection with the subject matter of this Agreement and agrees not to institute or maintain any claims or actions based upon the foregoing against Jopdent.

Owner hereby waives any right to royalties or other compensation arising from or related to the use, now or in the future of the submission including depiction of the Property and its features and Owner's Marks. Owner agrees that Jopdent's review and consideration of using recordings of any kind depicting Owner's Property in potential projects is adequate consideration to Owner for purposes of this Agreement.

Owner hereby represents, warrants and agrees (i) that Owner is the owner or the authorized agent for the owner of the Property, (ii) that Owner is fully authorized to enter into this Agreement and to grant Jopdent and Provider all of the rights granted in this Agreement, and (iii) that the consent or permission of no other person, firm, or entity is necessary in order to enable Jopdent to enjoy the full rights granted in this Agreement. Owner agrees to defend, indemnify, and hold harmless Jopdent and all related entities, employees, representatives, and agents from and against any and all judgments, liens, losses, fines, penalties, and costs (including fees and expenses of attorneys and other professionals) incurred as a result of Owner's breach of any representation or warranty made in this Agreement.

Owner acknowledges and agrees that in the event of any claim against Jopdent for any cause, the Owner shall be limited to remedies at law for damages actually suffered, if any, and shall not be entitled to terminate or rescind this Agreement, seek equitable and/or injunctive relief, and/or enjoin, restrain, or otherwise interfere with Jopdent's rights granted in this Agreement or the development, production, distribution, exhibition, performance, reproduction, use, or other exploitation of the submission in any project/production. This Agreement will be governed by the laws of the State of Indiana applicable to agreements executed and to be performed entirely in Indiana.

This Location Agreement (the "Agreement") constitutes the entire agreement between Owner, Provider, and Jopdent relating to the subject matter hereof and supersedes any previous agreement or understanding, whether written or oral, between Owner, Provider, and Jopdent relating to the subject matter hereof. The parties acknowledge and agree that no statements, representations, inducements, promises, or agreements have been made (orally or otherwise) by any party or anyone acting on behalf of any party which are not embodied herein, and that no statement, representation, inducement, promise, or agreement that is not contained in this Agreement shall be valid or binding on the parties. By signing below, Owner acknowledges that Owner has reviewed and understands the entire Agreement, and agrees to abide by and be bound by all terms and conditions stated in the Agreement.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Provider's Signature: \_\_\_\_\_ Date: \_\_\_\_\_