

## **PHOTOGRAPH LICENSE AGREEMENT**

This Photograph License Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Decore-ative Specialties, Inc. (“Licensor”) and \_\_\_\_\_ (“Licensee”).

### **Recitals**

- A. Licensor owns the copyright to the Photographs specified in “Exhibit A” to this Agreement (“Photographs”).
- B. Licensee desires to use such Photographs in connection with Works specified in “Exhibit B” to this Agreement (“Works”).

### **Terms and Conditions**

For these reasons, Licensor and Licensee hereby agree as follows:

1. **Rights:** Licensor hereby grants to Licensee, and Licensee hereby accepts, a royalty-free non-exclusive, worldwide right to use the Photographs in connection with the Works described in “Exhibit B” to this agreement.
2. **Work Defined:** For purposes of this Agreement, the Work: (a) will include any implementation of the Work; (b) will include all versions of the Work prepared to enable it to function on additional computers, multi-user network services, or other devices (whether presently known or unknown; and (c) may be packaged and marketed for various audiences and revised, enhanced, and updated to extend the functionality of the Work, add features, or otherwise to improve the Work.
3. **Collateral Material:** This license shall include the right to utilize the Photographs on Internet Websites and marketing material, provided that such Website or marketing material are based upon or suggested by the Work or any elements in the Work. This license shall not extend to any use not related to the Work or to any use not expressly permitted under this Agreement.
4. **Credit:** Licensee agrees to place a copyright notice and Licensor’s name next to all uses of the Photographs under this Agreement.
5. **Indemnification:** Licensee agrees to indemnify and hold harmless Licensor against any damages, losses, or expenses (including but not limited to attorney’s fees) in connection with any use of the Work, except for any claims based solely upon ownership rights in and to the Photographs.
6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws on the state of California and may not be amended except by a writing signed by both parties.

7. **No Right to Sublicense or Assign:** Licensee shall not have the right to sublicense or assign the rights granted to Licensee under this Agreement.
8. **Termination:** Licensor may terminate the license granted under this Agreement for any reason, with or without notice, upon sixty (60) days written notice to Licensee. Licensor may also terminate this license upon one (1) day written notice if Licensor determines in good faith that Licensee has become Licensor's competitor, *i.e.*, has begun either directly or indirectly manufacturing custom doors.
9. **Sample Material:** Licensee agrees to submit copies of the Work(s) in which the Photographs are used to Licensor for the purpose of keeping in Licensor's records. If the Work is a website, Licensee needs only to provide the URL to the website that is specified as the Work.

**Signatures**

**SUMMARY of what you  
will need to provide**

List of photos requested  
(Exhibit A)  
Description of how the  
photos will be used  
(Exhibit B)  
Samples of the Work(s) in  
which the photos will be  
used (or URL if website)  
(Section 9 in contract)

**LICENSOR**  
(*Decore-ative Specialties*)

Signature:\_\_\_\_\_

Print Name:\_\_\_\_\_

Job Title:\_\_\_\_\_

**LICENSEE**

Signature:\_\_\_\_\_

Print Name:\_\_\_\_\_

Job Title:\_\_\_\_\_

Customer Code:\_\_\_\_\_

## **EXHIBIT A**

*(Please specify which digital Photographs you are requesting use of from Decore-ative Specialties)*

## **EXHIBIT B**

*(Please describe the Work or Works in which the Photographs listed in Exhibit A will be used)*