

License of Personal Use Printing Rights

AGREEMENT, entered into between Client and Annie Duncan Photography, Inc., located at Halifax, Pa. (hereinafter referred to as the "Photographer") with respect to the licensing of certain rights in the Photographer's photograph(s) (hereinafter referred to as the "Work").

- 1. Grant of Rights.** Upon receipt of full payment, Photographer grants to the Client the following rights in the **Work**:
For use as: Photographic print and product reproduction in sizes up to and including 5"x7".
For the following time period: twenty years
Work is for client's personal use only, and may not be sold, licensed, distributed, copied, submitted to a contest, or published in any medium, and may not be used to promote a product, service, business, organization, farm, etc, in any manner. With respect to the usage shown above, the Client shall have nonexclusive rights.
- 2. Reservation of Rights.** All rights not expressly granted hereunder are reserved to the Photographer, including but not limited to all rights in preliminary materials and all nonelectronic rights. For purposes of this agreement, electronic rights are defined as rights in the digitized form of works that can be encoded, stored, and retrieved from such media as computer disks, CD-ROM, computer databases, and network servers.
- 3. Additional Usage.** If Client wishes to make any additional uses of the Work, Client agrees to seek permission from the Photographer and make such payments as are agreed to between the parties at that time.
- 4. Alteration.** Client shall not make or permit any alterations, whether by adding or removing material from the Work, without the permission of the Photographer. Alterations shall be deemed to include the addition of any illustrations, photographs, sound, text, computerized effects, distortion, editing, etc., that changes the Work from the form in which it was delivered to the Client.
- 5. Releases.** The Client agrees to indemnify and hold harmless the Photographer against any and all claims, costs, and expenses, including attorney's fees, due to uses for which no release was requested, uses which exceed the uses allowed pursuant to a release, or uses based on alterations not allowed pursuant to Paragraph 4.
- 6. Miscellany.** This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This Agreement shall be governed by the laws of the State of Pennsylvania.

ANNIE DUNCAN PHOTOGRAPHY, INC.

ANNIE DUNCAN

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