

SIMPSON DOOR COMPANY PHOTOGRAPHY LICENSE AGREEMENT

This is a legal agreement between a person submitting Photography to Simpson Door Company via their online promotion Simpson Catalog Contest 2019("LICENSOR"), and Simpson Door Company (the "Agreement"). To confirm your understanding and acceptance of the Agreement, click "Agree".

Any photography uploaded to [<https://www.simpsondoor.com/photo-submission/>] (hereinafter termed "Photography") is licensed to *Simpson Door Company* (LICENSEE), for use according to the terms and conditions set forth herein.

License.

This Agreement hereby grants LICENSEE a nonexclusive, nontransferable license to use the Photography submitted by LICENSOR, subject to the terms and conditions of this Agreement.

Term.

This Agreement shall begin on *date of submission* (Effective Date), no effective end date is applicable and is in effect.

Use.

LICENSEE may use the Photography for the purposes of promotion of *Simpson Door Company* and its products, including but not limited to advertising, website, social media, public relations, trade shows and collateral. In no event may LICENSEE sublicense, rent or re-sell the Photography, or any portion thereof, with respect to the Photography.

LICENSOR hereby waives any right to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection herewith or the use to which it may be applied.

Payment.

This Agreement hereby grants LICENSEE (*Simpson Door Company*) a nonexclusive, nontransferable and royalty-free license to use the Photography submitted by LICENSOR, subject to the terms and conditions of this Agreement. In exchange for the above grant of permission, LICENSEE has given LICENSOR no compensation for the rights granted in this release and LICENSOR waives the right to request any future compensation.

Warranty and Indemnification.

LICENSOR represents that he or she owns the right of approval for the Photography submitted and has full legal right to grant this license for the Photography submitted per this Agreement and that the use of the Photography pursuant to this Agreement will not violate the rights of others. In the event of any claim, action or proceeding against LICENSEE in connection with any claim of infringement or violation of a copyright or

other right in the use of the Photography which is the subject of this Agreement, LICENSOR will indemnify, defend and hold harmless LICENSEE, its officers, directors, employees and members of any and all such claims of third persons including attorney fees and costs.

LICENSOR hereby releases, discharges and agrees to hold harmless Simpson Door Company, Brandner Communications, Inc., their heirs, legal representatives and assigns, and all persons acting under their permission or authority or those for whom they are acting, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or audio visual recording or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

LICENSEE agrees to indemnify and hold LICENSOR, harmless from and against any loss, cost, damage or expense, including reasonable attorneys' fees, resulting from or related to any claim or action which relates to (i) LICENSEE's use of the Photography or (ii) this Agreement.

Talent Release.

In the case that LICENSOR is depicted in the Photography submitted, LICENSOR agrees to the terms stated hereinafter, granting *Simpson Door Company*, Brandner Communications, Inc., their heirs, legal representatives and assigns, those for whom *Simpson Door Company*, Brandner Communications, Inc. is acting, and those acting with their authority and permission, the absolute right and permission to copyright, in their own name or otherwise, and use, re-use, publish, and re-publish photographic portraits, pictures of LICENSOR, audio video recordings made of LICENSOR's person and/or written extraction in which LICENSOR may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with LICEONSOR's own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium at an agency or elsewhere, and in any or all media now or hereafter known for illustration, promotion, art, advertising, trade, or any other purpose whatsoever. LICENSOR also consents to the use of any printed matter in conjunction therewith.

LICENSOR hereby waives any right that he or she may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied.

General.

This Agreement may not be assigned or transferred by LICENSEE without LICENSOR's express prior written consent. If any provision or a portion of a provision of this Agreement is determined to be invalid or unforeseeable, it shall

be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

LICENSOR hereby warrants that he or she is of full age and has the right to contract in his or her own name. This release shall be binding upon LICENSOR and his or her heirs, legal representatives, and assigns.

HAVING CAREFULLY READ THE TERMS OF THIS PHOTOGRAPHY AGREEMENT TO BE LEGALLY BOUND HEREBY, ACCEPT THE TERMS OF AGREEMENT BY CLICKING "AGREE".