



## KDC PHOTO LICENSE AGREEMENT

1. Photographers are only asked to grant to Sub-Zero Group, Inc. ("Sub-Zero") a non-exclusive license to use the photographs. Therefore, the photographer retains ownership of the photographs and the right to use the photographs for any and all purposes.

Sub-Zero's intention is to incorporate the photographs in print ads relating to any awards the design professional wins. The license photographers are asked to grant to Sub-Zero protects in case Sub-Zero were to somehow go outside the bounds of that narrow scope.

The undersigned hereby irrevocably grants to Sub-Zero, its subsidiaries, affiliates, agents, distributors, dealers, successors and assigns (collectively, the "Sub-Zero Parties") the following non-exclusive, perpetual, worldwide license:

- (a) To use and reproduce my name and the photographs, images, visual representations and/or digital files identified in the undersigned's invoice (the "Materials") in the Sub-Zero Parties' collateral materials, on the Sub-Zero Parties' websites, and otherwise for public relations purposes (all such uses, "Sub-Zero Materials");
- (b) to register any copyright in the Sub-Zero Materials in its name; and
- (c) to use my name and any and all Materials for all purposes, including, without limitation, advertising, solicitation, or trade, alone or in combination with other materials, in any and all media now known or later developed or discovered, including, without limitation, television, radio, public display, print and Internet uses.

2. No copyright in the Materials shall pass to the Sub-Zero Parties by the issuance of the license contained in this Agreement. By the same token, the undersigned understands that the undersigned shall have no ownership rights in the Sub-Zero Materials, and the undersigned hereby waives any rights to inspect or approve the Sub-Zero Materials; or any other materials, advertising copy, or printed matter that may be used in conjunction with the Sub-Zero Materials; or the eventual use of the Sub-Zero Materials.

3. The undersigned hereby releases the Sub-Zero Parties from any and all liability concerning any blurring, distortion, alteration (whether intentional or otherwise), that may occur or be produced in connection with the Materials.

4. The undersigned warrants that (a) the undersigned has all necessary rights and authority to enter into and perform this Agreement; and (b) the Sub-Zero Parties' use of the Materials, when used in accordance with this Agreement, will not infringe on any copyright, moral right, trademark or other intellectual property right and will not violate any right of privacy or right of publicity. The undersigned shall defend, indemnify and hold the

Sub-Zero Parties harmless from all damages, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or connected with any lawsuit, claim or legal proceeding alleging that the undersigned is in breach of its warranties in this Section 4.

5. The undersigned hereby waives, releases and discharges the Sub-Zero Parties from any and all claims, demands or causes of action arising out of or in connection with the use of the Materials, including without limitation claims with respect to libel, defamation, rights of publicity or privacy, or any alteration or distortion, intentional or otherwise, of the Materials. THE UNDERSIGNED ALSO HEREBY WAIVES THE PROTECTION OF ANY LAW THAT PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, WHICH THE UNDERSIGNED DOES NOT KNOW OR SUSPECT TO EXIST IN THE UNDERSIGNED'S FAVOR AT THE TIME OF EXECUTING THIS AGREEMENT.

6. This Agreement constitutes the sole, complete and exclusive agreement between Sub-Zero and me and I am not relying on any other representation, whether oral or written.

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY) (STATE) (ZIP)

\_\_\_\_\_  
(PHONE NUMBER) (E-MAIL ADDRESS)

\_\_\_\_\_  
(PHOTO CREDIT)

**SIGNATURE** \_\_\_\_\_

PLEASE RETURN SIGNED FORM TO:

Carrie Perkins – Trade Marketing Manager - Sub-Zero and Wolf Marketing  
Email: [carrie.perkins@subzero.com](mailto:carrie.perkins@subzero.com)