

## **PHOTOGRAPH LICENSE AGREEMENT**

This Photograph License Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ between the United States Tennis Association Incorporated, a New York not-for-profit corporation ("Licensee"), and \_\_\_\_\_, with an address of \_\_\_\_\_ ("Licensor").

### **Terms and Conditions**

1. **Rights:** Licensor hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, perpetual and royalty-free worldwide license to use the photographs described in **Exhibit A** of this Agreement ("Photographs") in connection with the promotion of the USTA Pro Circuit or Licensee's mission of promoting and developing the growth of tennis.
2. **Ownership:** Licensor shall remain at all times the sole owner of the copyright in the Photographs. Licensee's rights shall be expressly limited to those set forth herein, and nothing in this Agreement shall entitle Licensee to make any claim of copyright or other ownership in the Photographs.
3. **Third Party Approval:** The Photographs may not be used in any manner that suggests an express and/or implied endorsement of any product or service by any player or other person included in such Photographs unless Licensee has otherwise obtained the written permission of such player or person.
4. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of New York and the parties irrevocably submit to the exclusive jurisdiction of the courts in the State of New York, County of Westchester in the event of a dispute.
5. **Other:** Licensee shall not have the right to sublicense or assign the rights granted to Licensee under this Agreement without the prior written consent of Licensor. The parties agree to keep the terms of this Agreement strictly confidential.

#### **UNITED STATES TENNIS ASSOCIATION INCORPORATED**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

#### **LICENSOR**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### **EXHIBIT A**

*(Description of Licensed Photographs)*

1. \_\_\_\_\_
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