



LIMITED LICENSE AGREEMENT

DIRECTIONS FILL IN YELLOW AREAS IN BODY, AND EXHIBITS A,B,&C

This LIMITED LICENSE AGREEMENT (“Agreement”) is made and entered into as of _____, _____ (the “Effective Date”), by and among Terracotta Properties LLC (**DBA Terracotta Design Build**), an entity organized under the laws of Georgia, USA and having its principal place of business at **403 West Ponce de Leon Ave, Suite #215, Decatur, GA 30030** (“Terracotta”) and _____, an entity organized under the laws of _____ and having its principal place of business at _____ (“Requestor”).

RECITALS

WHEREAS, Terracotta is the owner of all right, title and interest in certain photographic images listed in Exhibit A to this Agreement (the “Specified Images”);

WHEREAS, Requestor desires to make the limited use of the Specified Images as listed in Exhibit B to this Agreement (the “Specified Use”) in the specific geographic region(s) listed in Exhibit C to this Agreement (the “Territory”); and

WHEREAS, Terracotta desires to grant, and Requestor desires to receive, a non-exclusive limited license to make the Specified Use in the Territory of the Specified Images.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. License. On the condition that Requestor satisfies each of the conditions set forth in Section 2 below, Terracotta hereby grants to Requestor a nonexclusive, non-assignable, non-sublicenseable and limited license to make the Specified Use of the Specified Images in the Territory (the “License”).
2. Conditions. In consideration of the License, Requestor agrees that:
 - a. unless otherwise expressly agreed by Terracotta in writing, the Specified Images shall be reproduced without cropping, alteration, manipulation, or overprinting;
 - b. notwithstanding the generality of the foregoing, Requestor shall have the right to digitally enhance the color and/or opacity of the Specified Images;
 - c. unless otherwise expressly agreed by Terracotta in writing, no Specified Images that are published on any websites or otherwise made available on the Internet shall exceed 1600x1200 pixels;

- d. one complimentary copy of any medium in which the Specified Images are featured shall be provided to Terracotta;
- e. except in accordance with the credit guidelines set forth in Sections 2.f and 2.g below, Requestor shall not use or register the name "Terracotta" (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify Terracotta for any purpose;
- f. the following credit line shall accompany each Specified Use of each Specified Image: "Courtesy of Terracotta Properties LLC, copyright 2014. All rights reserved.";
- g. each instance of a credit line shall be made available as follows:
 - i. **Published Materials:** the credit line shall appear on the same or facing page as the image or on a separate photo credits page. Each individual image used must be credited properly.
 - ii. **Films, Filmstrips, and Video Presentations:** include the credit within the "Sources for Illustrations/Images" or "Credits" section of the production.
 - iii. **Exhibitions:** the credit should appear in the exhibition area, preferably directly below or adjacent to the original copy.
 - iv. **Web use:** the credit should appear either adjacent to the image or in a "Sources of Illustrations/Images" section. No Image used by Licensee will exceed 1 mega pixel dimension (1600 x 1200 pixels) for web use.
 - v. **iPhone or Android Applications (Apps):** the credit should appear either adjacent to the image or in a "Sources of Illustrations/Images" section. No Image used by Licensee will exceed 1 mega pixel dimension (1600 x 1200 pixels).
 - vi. **eBook:** the credit line should appear on the same or facing page as the image, or on a separate photo credits page. Each individual image used must be credited properly.
 - vii. **PowerPoint:** the credit line should appear on the same slide as the image, or on a separate photo credits slide. Each individual image used must be credited properly.

3. All rights retained. Terracotta retains sole and exclusive title in the copyright to any Specified Images created or supplied pursuant to this agreement. Nothing in this agreement shall be construed as providing for any assignment of copyright title, work-for-hire agreement, or joint ownership of any copyright interest.

4. Notices. All notices and requests which are required or permitted to be given in connection with this agreement shall be deemed given as of the day they are received either by messenger, commercial delivery service, or by mail (postage prepaid, certified or registered, return receipt requested), and addressed as follows:

To Terracotta:
Ili Nilsson, Manager
403 W Ponce de Leon Ave, #215
Decatur, GA 30030

To Requestor:

5. Governing Law. This Agreement shall be construed and controlled by the laws of the State of Georgia (excluding conflict of laws principles) and applicable federal laws, and each party consents to exclusive jurisdiction and venue in the state or federal courts of Atlanta, Georgia for any disputes arising out of this Agreement. Each party waives all defenses of lack of personal jurisdiction and forum nonconveniens for any disputes arising out of this Agreement. Process may be served on either party in the manner authorized by applicable law or court rule.

6. No Construction Against Drafter. This Agreement results from negotiations between the parties and their respective legal counsel, and each party acknowledges that he or it has had the opportunity to negotiate modifications to the language of this Agreement. Accordingly, each party agrees that in any dispute regarding the interpretation or construction of this Agreement, no statutory, common law or other presumption shall operate in favor of or against any party hereto by virtue of his or its role in drafting or not drafting the terms and conditions set forth herein.

7. Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable or otherwise in conflict with law, and the remaining provisions shall remain in full force and effect. If any provisions of this Agreement are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral agreements or communications as to such subject matter, all of which are merged and fully integrated into this Agreement. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Terracotta and Requestor by their respective duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed by duly authorized representatives as of the Effective Date.

**TERRACOTTA PROPERTIES LLC
(DBA TERRACOTTA DESIGN BUILD)**

[REDACTED]

By: _____

By: [REDACTED]

Name (print): _____

Name (print): [REDACTED]

Title: _____

Title: [REDACTED]

EXHIBIT A
(Specified Images)

ITEMIZE EACH IMAGE WITH A NAME, DESCRIPTION, AND TYPE OF MEDIA

1. [insert description]
2. [insert description]
3. [insert description]

**EXHIBIT B
(Specified Use)**

Examples -

Media

- Any and All Media: covers All Print and Electronic.
- All Print: Anything printed onto a two dimensional surface including but not limited to newspaper, magazine, collateral, trade show and direct mail.
- Newspaper, Book and Magazine: Third party print publications.
- Direct Mail: Pieces that are mailed to isolated zipcode areas.
- Trade Show: Booths or materials used in a trade show.
- Electronic: Internet, CDs for distribution, Asset Management System, screensaver.
- Any And All Media: covers all print, Electronic and Broadcast.
- All Print: Anything printed onto paper that you can hold in your hand: newspaper, magazine, collateral, direct mail.
- Magazine: Third party print publications.
- Direct Mail: Pieces that are mailed to people.
- Trade Show: Trade show booths or materials used in a trade show.
- Electronic: Internet, CDs for distribution, Asset Management System, screensaver.
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Enter Media Use below. Remember to include a description of any limitations on the number of copies, the duration of time you are granting the rights, Single Use, or other restrictions on the use.

EXHIBIT C

(Territory)

Examples –

- National: US only. Includes provinces of the US such as Puerto Rico and the Caribbean.
- North America: Includes the US and its provinces, Canada and Mexico.
- Global or International: Throughout the world (internet is automatically global).

Enter territory below:
