

## Global License to Use Photos Agreement

This Agreement, when signed by the parties, will constitute a valid and binding agreement between Hotel and Supplier with respect to photographs provided or to be provided by Supplier:

### 1. DEFINITIONS:

<b>Agreement</b>	This entire photo license agreement
<b>Claims</b>	Allegations, demands, claims, liabilities, damages, or costs of any kind (including reasonable attorneys' fees), whether or not occurring during the Term
<b>Compensation</b>	Gratis
<b>Date</b>	
<b>Hotel</b>	Pointe Squaw Lessee LLC dba Pointe Hilton Squaw Peak Hilton Management LLC, its managing agent
<b>Hilton</b>	Hilton Domestic Operating Company Inc.
<b>License Type</b>	<b>Exclusive</b>
<b>Parties</b>	Hotel and Supplier
<b>Photographs</b>	All photographs prepared or otherwise delivered by Supplier pursuant to this Agreement
<b>Supplier</b>	
<b>Term</b>	<b>In Perpetuity</b>
<b>Territory</b>	Worldwide

### 2. GRANT OF RIGHTS: Supplier hereby grants to Hotel and Hilton for the Term of License (as defined in Section 1) to distribute,

reproduce, sublicense, broadcast, publicly display, modify, edit, create derivative works, and otherwise use the Photographs in all media, now known or hereafter developed (including on the Internet) for advertising, promotion, publicity, trade, merchandising, packaging, public relations and media purposes and any other lawful purposes, throughout the Territory. Hotel and Hilton will have the unlimited right to exploit the Photographs as it sees fit, alone or in combination with other material, including the right to alter or rearrange the Photographs, and Supplier hereby acknowledges that the Photographs are being supplied/created for commercial or trade uses

### 3. WAIVER OF MORAL RIGHTS: Supplier irrevocably waives any moral rights or other rights with respect to attribution of authorship or integrity of all or any portion of the Photographs to the extent allowed by applicable law, and covenants not to bring any legal action with respect to any non-waivable moral rights (or other similar rights) arising out of any use of the Photographs, including but not limited to any action based on Hotel's or Hilton's use of the Photographs that may alter the perception of the Photographs or the integrity thereof.

### 4. CONSIDERATION: Hotel agrees to pay Supplier and Supplier agrees to accept, in full consideration of all services rendered or to be rendered by Supplier and in full consideration of all rights granted by Supplier to Hotel and Hilton, the Compensation defined in Section 1 of this Agreement.

### 5. SUPPLIER'S REPRESENTATIONS AND WARRANTIES: Supplier hereby represents and warrants: (a) that no third party has any rights in, to, or arising out of the Photographs supplied or to be supplied hereunder; (b) that Supplier has full right and power to enter into this Agreement; (c) that all models and any other living persons, or the representatives of any deceased persons whose names or likenesses are used in the Photographs, and the owner(s) of any unique or unusual inanimate objects which are used in the

Photographs, have executed or will execute releases allowing unlimited use of the Photographs by Hotel and Hilton during the Term and that Supplier will supply Hotel and Hilton with copies of said releases with the Photographs hereunder; and (d) that the Photographs comply with Hotel's specifications and are free from any material defects in design or workmanship.

6. **INDEMNIFICATION:** Supplier will defend, indemnify and hold harmless Hotel and Hilton against and from any and all Claims arising out of or in any way connected with (a) Supplier's breach or alleged breach of this Agreement, (b) Supplier's negligence, or (c) Hotel's or Hilton or their assign's use of any of the Photographs consistent with this Agreement. If a Claim is made against Hotel or Hilton, it may, by notice to Supplier, require Supplier to defend the Claim at Supplier's own expense and to reimburse the Hotel and Hilton any amounts paid or payable, including reasonable attorney fees and costs. Hotel agrees to indemnify and hold harmless Supplier and its assigns and licensees with respect to any Claims solely arising out of Supplier's use of of any material supplied to Supplier by Hotel consistent with Hotel's instructions.

7. **SEVERABILITY:** Except as provided in this paragraph, any provision of this Agreement held unenforceable will be deemed severed from this Agreement. The remainder of the Agreement will remain in full force and effect. If a provision is held unenforceable because it is unreasonable, onerous or unduly restrictive, it will remain effective to the maximum extent permissible within reasonable bounds.

8. **MODIFICATION; ENTIRETY OF AGREEMENT:** This Agreement is the full and complete understanding of the parties regarding the Photographs and supersedes any prior written or oral agreements. This Agreement may only be modified by a subsequent writing executed by duly-authorized representatives of both parties that expressly states that it is a modification of this Agreement.

9. **GOVERNING LAW:** This Agreement will be governed by and interpreted pursuant to the internal laws of the State of New York USA, excluding any laws regarding the choice or conflict of laws.

Sincerely,

Pointe Squaw Lessee LLC dba Pointe Hilton Squaw  
Peak Hilton Management LLC, its managing agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND AGREED TO  
ON BEHALF OF **[SUPPLIER]**:

By: \_\_\_\_\_

Name: \_\_\_\_\_