



## LICENSE AGREEMENT / TERMS AND CONDITIONS OF USE

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### DEFINITIONS

“**Media**” (Footage & Photos) means all types of photographic images, digital images and any and all other visual images and shall include all metadata including keywords, descriptions and captions associated therewith.

"**Invoice / Order Receipt**" is the computer-generated receipt provided by Axiom Images. The Invoice / Order Receipt is emailed to the customer after the online payment process is complete. The receipt lists the digital Media files licensed, and contains the license agreement for that Media. The Invoice shall be incorporated into this Agreement and all references to the Agreement shall include the Invoice.

“**Project**” means the specific use intended for the Media. It means a one-time use, per license, per project listed on the invoice. Additional use requires re-licensing of Media and additional invoices.

What is considered a valid use of a “Project“ is as follows;

**Commercial (Individual)** - An individual advertisement of ninety (90) seconds or less. Media may be used only one (1) time per commercial, per license. For variations, alternate versions or edits of the broadcast or aired commercial, the media must be re-licensed and or additional rights terms must be acquired.

**Commercial (Campaign)** - An advertisement campaign consisting of multiple commercials ninety (90) seconds or less. Campaign must be for a single product, service or company. Media may be used in alternate edits, variations or versions within the campaign. License is valid for five (5) years from the original licensing date.

**Documentary Film or Series** - A motion picture or a television program that provides a factual record or report, is considered non-fiction and not a narrative film. Media may be used only one



(1) time per documentary film or series, per license. Sequels or subsequent works for the documentary will have to re-license the Media, or acquire additional rights. In addition, Media may be used for in-context promotion of the specified documentary, including trailers, behind the scenes and television spots.

**Episodics / Television Shows** - A television program, typically as part of a series, broadcast over network/ cable television and/or on the Internet. Media may be used only one (1) time per episode of the episodic / television series, per license. In addition, Media may be used for the in-context promotion of the specified episode.

**Event / Concert / Convention** - An event, concert or convention where media may be used or displayed for in-context related coverage or promotions. Media may be used multiple times in-context of the user specified event, concert or convention with term limit up to (6) six months from the original license purchase date.

**Feature Film (Under 10 Million USD Budget)** - Any motion picture with a total budget, including advertising, under ten (10) million dollars (USD). Media may be used only one (1) time per feature film, per license. Sequels or subsequent works for the franchise will have to re-license the Media and or acquire additional rights terms. In addition, Media may be used for in-context promotion of the specified feature film, including trailers, behind the scenes and television spots.

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**Industrial / Corporate** - A video produced to promote a company, corporation or organization but would not be considered an advertisement. Media may be used only one (1) time per industrial / corporate video, per license. Published variations, alternate versions or edits of the same video, must re-license the Media, and or acquire additional rights terms.

**Music Video** - A film or video rendition of a recorded song under ten (10) minutes in length. Media may be used only one (1) time per commercial, per license. Variations, alternate versions or edits of the broadcast or published music video must re-license the Media and or acquire additional rights terms.

**Political Advertisement** - Television and/or Internet advertisements designed to promote or dispute a political agenda, idea, opinion, and/or candidate. Media may be used only one (1) time per political ad, per license. Different versions of the broadcast or aired political advertisement, of the same campaign, must re-license the Media, and or acquire additional rights terms.



**Short Film** - Any original motion picture not long enough to be considered a feature film with a running time of forty (40) minutes or less. Media may be used only one (1) time per short film project, per license.

**Title Sequence / Credits** - A sequence that precedes or succeeds the main portion of a television program. Media may be used only one (1) time per Title / Credit sequence per license. If the Media is used in the title sequence / credits of an episodic or television series where it will be used in every individual episode, the "project" is good for one season of the series. If used in a news program, the license is good for one (1) year from the original purchase date. Use in subsequent seasons or years will require the re-licensing of the Media and or additional rights terms.

**Trailer** - A work advertising a film or television show. Media may be used only one (1) time per trailer, per license. Published variations, alternate versions or edits of the same trailer, must re-license the Media and or acquire additional rights terms. Media may not be used within the film or program without additional licensing.

**Sporting Event (Individual)** - A single sporting event broadcast over network/ cable television and/or on the Internet. Media may be used only one (1) time for the specified sporting event, per license. In addition, Media may be used for the in-context promotion of the specified sporting event.

**Sporting Event (Seasonal)** - A season of sporting events for a specific league/ division broadcast over network/ cable television and/or on the Internet. (Example: a season of professional or college football games) Media may be used multiple times during the specified season. In addition, Media may be used for the in-context promotion of the specified sporting event.

## USE

1. Media may not be used in any way, and no rights are granted, until payment of all fees stated on the Invoice(s) and any other applicable fees or costs. Licensee's right to use said Media shall be only upon the terms specified herein.
2. Notwithstanding the foregoing, all Media shall remain the property of Licensor and/or the copyright owner. A license only is granted to use the Media for the Project specified on the Invoice and for no other purpose. Licensee does not acquire any right, title or interest in or to any Media or other licensed material, and will not make, authorize or permit any use of the Media or other licensed material other than as specified herein.
3. Licensor has the right to grant the rights specified herein. Licensor agrees to license Media only on the condition that Licensee agrees to use it in the specific Project set forth on the Invoice. Any use by Licensee (or third parties) other than the use herein permitted and as provided on the Invoice shall be considered a material breach of this Agreement. A material



breach of this Agreement shall be governed by the terms of Section 4 and Licensor shall, per that paragraph, be entitled, in the event of a material breach solely to monetary damages.

4. LIQUIDATED DAMAGES. THE RIGHT TO USE Media IS VALUABLE. LICENSEE AGREES THAT IT WOULD BE DIFFICULT AND IMPRACTICABLE TO DETERMINE THE VALUE OF SUCH RIGHT AND, ACCORDINGLY, LICENSEE AND LICENSOR AGREE THAT THE REASONABLE LIQUIDATED VALUE OF THE RIGHT TO USE THE Media OUTSIDE THE SCOPE OF THE LICENSE GRANTED HEREIN IS THREE (3) TIMES THE LICENSE FEE FOR THE Media.
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7. No model releases or other releases exist on any Media unless the existence of such release is specified in writing by Licensor. Licensor gives no rights or warranties with respect to the use of names, trademarks, logo types, designs or works of art depicted in any Media, or the registrations or copyrights thereof, and Licensee must satisfy itself that all necessary rights, consents or permission as may be required for reproduction are secured.
8. Licensee may, without Licensor prior consent, transfer the license granted hereunder in conjunction with an assignment or transfer of the Project for the purposes of sale or distribution. In that event, the transferee or assignee shall be bound, as though they were the Licensee, to all of the terms and conditions of this Agreement.

### **GENERAL PROVISIONS**

9. All rights not specifically granted herein to Licensee are reserved for Licensor's use and disposition without any limitations whatsoever.
10. Licensee shall indemnify Licensor and hold Licensor harmless from all claims, damages, liabilities, and/or lawsuits, including reasonable attorneys' fees, arising from or relating to the use of the Media by Licensee (or third parties). Licensor shall indemnify Licensee against all claims relating to or arising from the Licensor warranty that it has the right to grant the rights specified herein.
11. This contract contains all the terms of this Agreement concerning use of Media, and no term or conditions may be added or deleted unless made in writing and signed by both parties.



These terms and the terms of any subsequent invoice/copyright license supersede any and all prior agreements and understandings pertaining hereto.

12. Unless specified on Invoice, payment herein is due at the time of the purchase. A service charge of two (2) percent per month shall be applied to any unpaid balance thereafter. Licensors offers no kill fees or refunds on Media ordered. After release of Media to Licensee, all fees on Invoice must be paid in full whether Media is used or not.
13. Media licensed for productions where credits are given to other licensed material providers, credit shall also be given to Axiom Images in equal and comparable placement to such credit. (e.g. "[Footage / Media] provided by Axiom Images")

### **CLAIMS OR DISPUTES**

14. Any and all disputes, with the exception of copyright claims, arising out of, under or in connection with this Agreement, including, without limitation, the validity, interpretation, performance and breach hereof, shall be settled by arbitration in Los Angeles, California, pursuant to the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in the highest court of the State having jurisdiction. This Agreement, its validity and effect, shall be interpreted under and governed by the laws of the State of California. If Licensor is caused to present claims or suit as a result of any breach of the above terms set forth, it shall be made whole by Licensee for such reasonable legal fees or costs.
15. Furthermore, Licensor hereby agrees that its sole remedy shall, in the event of a breach by Licensee be in the form of monetary damages. Licensor agrees that it shall not seek any relief at equity including specific performance or any other type of injunctive relief.