

## AXIOM IMAGES / ~~XXXXXXXXXXXX~~ MASTER AGREEMENT

Axiom Images, Inc. (hereinafter "**Axiom Images**"), represents and warrants to ~~XXXXXXXXXXXXXXXXXX~~ (hereinafter collectively referred to as "**Licensee**") that as the copyright holder, or authorized representative of the copyright holder, Axiom Images hereby grants Licensee the irrevocable non exclusive rights to incorporate and use the footage for all media, now known or hereafter devised, worldwide, in perpetuity.

### DEFINITIONS

**"Footage"** - All types of video, digital images and any and all other visual images associated therewith.

**"Project"** - Television shows, motion pictures/feature films, documentaries, advertisements and promotions.

**"Invoice / Order Receipt"** - Automatically generated invoice containing Project information.

**"SOW"** - Statement of work that is auto-generated for orders placed under this agreement.

### USE

1. Footage may be used within the Project only one (1) time per license, as well as for in-context promotions including trailers, promos, commercials and behind the scenes.
2. Footage may not be used in any way, and no rights are granted, until payment of all fees stated on the Invoice(s) are received by Axiom Images whether footage is used or not.
3. Footage shall remain the property of Axiom Images and/or the copyright owner.
4. Licensee does not acquire any right, title or interest in or to the footage, and will not make, authorize or permit any use of the footage other than as specified herein.
5. No model releases, clearances or other releases exist on any footage unless the existence of such release is specified in writing by Axiom Images. Axiom Images gives no rights or warranties with respect to the use of names, trademarks, logo types, property rights, designs or works of art depicted in any footage, 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.
6. Licensee may, without Axiom Images' 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.
7. LIQUIDATED DAMAGES. THE RIGHT TO USE FOOTAGE IS VALUABLE. LICENSEE AGREES THAT IT WOULD BE DIFFICULT AND IMPRACTICABLE TO DETERMINE THE VALUE OF SUCH RIGHT AND, ACCORDINGLY, LICENSEE AND AXIOM IMAGES AGREE THAT THE REASONABLE LIQUIDATED VALUE OF THE RIGHT TO USE THE FOOTAGE OUTSIDE THE SCOPE OF THE LICENSE GRANTED HEREIN IS THREE (3) TIMES THE LICENSE FEE FOR THE FOOTAGE..

### GENERAL PROVISIONS

8. Licensee shall indemnify Axiom Images and hold Axiom Images harmless from all claims, damages, liabilities, and/or lawsuits, including reasonable outside attorneys' fees, arising from or relating to the use of

the footage by Licensee (or third parties). Axiom Images shall indemnify Licensee against all claims relating to or arising from the Axiom Images warranty that it has the right to grant the rights specified herein.

9. This contract contains all the terms of this Master Agreement concerning use of footage.
10. Where credits are given to other licensed material providers, for a similar use, credit shall also be given to Axiom Images in equal and comparable placement to such credit. (e.g. "Footage provided by Axiom Images")

**CLAIMS OR DISPUTES**

11. Axiom Images hereby agrees that its sole remedy shall, in the event of a breach by Licensee be in the form of monetary damages. Axiom Images agrees that it shall not seek any relief at equity including specific performance or any other type of injunctive relief.
12. 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 Axiom Images 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 outside legal fees or costs.

**Axiom Images, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

XXXXXXXXXXXXXXXXXX

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Axiom Images, Inc. / XXXXXXXXXXXXXXXX SOW**

This Axiom Images Statement of Work (“Overall SOW”) is made as of [date] (the “Effective Date”) by and between Axiom Images, Inc., located at 10061 Riverside Drive #151, Toluca Lake, CA 91602 (“Axiom Images”) and XXXXXXXXXXXXXXXX, and shall made part of the Axiom Images / XXXXXXXXXXXXXXXX, Inc. Master License Agreement.

Notwithstanding the generality of the foregoing, the parties acknowledge and agree that Invoices and License Agreements are generated automatically by Axiom Images’ systems.

Order #: [Invoice #]

Licensee: [Customer Name / Company Name]

[License Type] :[Project Name]

[Episode #]

[Media w/Prices]