



## AXIOM IMAGES LICENSE AGREEMENT - FEATURE FILM - UNDER 10M

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Order #: [Invoice #]

Licensee: [Customer Name] / [Company Name]

Feature Film - Under 10M: [Project Name]

### DEFINITIONS

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

**"Feature Film - Under 10M"** - A motion picture with a total budget under ten (10) million dollars (USD).

### USE

1. Footage may be used within Feature Film - Under 10M only one (1) time per license, as well as for in-context promotions including trailers, promos, commercials and behind the scenes. Sequels or subsequent works for the franchise will require re-licensing of the footage.
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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. Axiom Images agrees to license footage only on the condition that Licensee agrees to use it in the specific Feature Film - Under 10M set forth on the Invoice / Order Receipt. Any use by Licensee (or third parties) other than the use 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 10.
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7. Footage may not be used for any libelous, defamatory or other unlawful purpose; or in a manner that would tarnish, damage or harm the rights of another; or as a trademark or service mark; or in violation of the trademark or copyright rights of others.
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13. This contract contains all the terms of this Agreement concerning use of footage, 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.
14. 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 provided by Axiom Images")

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15. 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.
16. 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 legal fees or costs.

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