



AXIOM IMAGES LICENSE AGREEMENT - TELEVISION SHOW

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By licensing footage from Axiom Images, Licensee expressly acknowledges and agrees to abide by the terms of this Agreement and certifies that all information provided to Axiom Images is true and accurate.

Order #: [Invoice #]

Licensee: [Customer Name] / [Company Name]

Television Show: [Project Name] Episode Number: [Episode #]

DEFINITIONS

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

"Television Show" - A television program, typically as part of a series, broadcast over network / cable television and/or on the Internet.

USE

1. Footage may be used within Television Show only one (1) time per license, as well as for in-context promotions of the specified Television Show episode.
2. Footage 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 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. Axiom Images only grants a nonexclusive license to use the footage for the Television Show specified on the Invoice or Order Receipt and for no other purpose.
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 Television Show 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.
6. Licensee may not sell, rent, lend, sublicense, or otherwise transfer any footage or the right to use or reproduce footage, and will take all commercially reasonable efforts to prevent third parties from doing same.
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.
8. 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, 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.
9. Licensee may, without Axiom Images' prior consent, transfer the license granted hereunder in conjunction with an assignment or transfer of the Television Show 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.
10. 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 FIVE (5) TIMES THE LICENSE FEE FOR THE FOOTAGE, PER INSTANCE.

GENERAL PROVISIONS

11. All rights not specifically granted herein to Licensee are reserved for Axiom Images' use and disposition

without any limitations whatsoever.

12. Licensee shall indemnify Axiom Images and hold Axiom Images harmless from all claims, damages, liabilities, and/or lawsuits, including reasonable 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.
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")

CLAIMS OR DISPUTES

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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