



## PHOTO LICENSE AGREEMENT

Axiom Images, Inc. (hereinafter "**Axiom Images**"), represents and warrants to [Customer Name / Company Name] (hereinafter collectively referred to as "**Licensee**") that as the copyright holder, or authorized representative of the copyright holder. By licensing Photo 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]

## DEFINITIONS

"**Photo**" means all types of Photo, digital images and any and all other non-video images associated therewith.

## USE & LIMITATIONS

1. Axiom Images hereby grants Licensee an irrevocable, worldwide, non-exclusive license for all media, worldwide, in perpetuity.
2. Photo 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 Photo is used or not used by Licensee.
3. Photo shall remain the property of Axiom Images and/or the copyright owner. Licensee does not acquire any right, title or interest in or to the Photo, and will not make, authorize or permit any use of the Photo other than as specified herein.
4. Any use by Licensee (or third parties) other than the use provided herein shall be considered a material breach of this Agreement.
5. Licensee may not sell, rent, lend, sublicense, or otherwise transfer any Photo or the right to use or reproduce Photo, and will take all commercially reasonable efforts to prevent third parties from doing same.
6. Photo 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.
7. Licensee may not use Photo as part of a trademark, design mark, trade name, business name, service mark, or logo, or in violation of the trademark, design mark, trade name, business name, service mark or logo of others.
8. No model releases, clearances or other releases exist on any Photo 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 Photo, 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 prior to implementation of Photo.
9. Licensee may not create a work made solely or largely of Photo or claim to be the original creator of Photo.

## GENERAL PROVISIONS

10. All rights not specifically granted herein to Licensee are reserved for Axiom Images' use and disposition without any limitations whatsoever.
11. 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 Photo 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.
12. These terms and the terms of any subsequent invoice/copyright license supersede any and all prior

agreements and understandings pertaining hereto.

13. Commercial use under this agreement does not require photo credit. For editorial purposes, credit shall be given next to the content or in production credits: “[Photographer] / 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 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.