



## **Broadcast Advertisement (Individual) License Agreement**

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Order #: [Invoice #]

Licensee: [Customer Name / Company Name]

Broadcast Advertisement (Individual): [Project Name]

### **DEFINITIONS**

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

**"Broadcast Advertisement (Individual)"** - A single advertisement broadcast over television, internet or any other medium hereafter devised.

### **USE**

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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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12. This contract contains all the terms of this Agreement concerning use of footage.
13. 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**

14. 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.

15. 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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