



## LICENSE AGREEMENT / TERMS AND CONDITIONS OF USE

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### DEFINITIONS

**"Media"** (Footage & Photos) means all types of photographic images, digital images and any and all other visual images and shall include all metadata including keywords, descriptions and captions associated therewith.

**"Invoice"** means the computer-generated invoice provided by Axiom Images sent to customer after payment has been made describing the digital media files purchased and covered under the license agreement. The Invoice shall be incorporated into this Agreement and all references to the Agreement shall include the Invoice.

**"Project"** means the specific use intended for the footage, it means a one-time use, per purchase, per project listed on the invoice. Additional use requires the repurchase of footage and additional invoices.

What is considered a one-time usage of a "Project" is as follows;

**Feature Films** - Media may be used only one (1) time, per feature film, per purchase. Sequels or subsequent works for the franchise will have to re-purchase the footage, and or acquire additional rights terms. In addition, footage may be used for in-context promotion of the specified feature film.

**Documentaries** - Media may be used only one (1) time, per feature film, per purchase. Sequels or subsequent works for the franchise will have to re-purchase the footage, or acquire additional rights. In addition, footage may be used for in-context promotion of the specified documentary.

**Short Films** - Media may be used only one (1) time, per short film project, per purchase.

**Commercials** - Media may be used only one (1) time, per commercial, per purchase. Different versions of the broadcast or aired commercial, of the same campaign, must re-purchase the footage, and or acquire additional rights terms.

**Trailers** - Media may be used only one (1) time, per trailer, per purchase the footage, and or acquire additional rights terms.

**Promos** - Media may be used only one (1) time, per promo, per purchase.

**Episodics / Television Series(Individual Episodes)** - Media may be used only one (1) time, per episode of the episodic / television series, per license. In addition, footage may be used for in-context promotion of the specified episode.

**Title Sequence / Credits** - Media may be used only one (1) time, per title sequence per purchase. If the footage is used in a title sequence / credits of an episodic or television series where it will be used on every individual episode, the "project" is good for the episodic / television series' seasonal run.

## USE

1. Media 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. Licensee's right to use said Media shall be only upon the terms specified herein.
2. Notwithstanding the foregoing, all Media shall remain the property of Licensor and/or the copyright owner. A license only is granted to use the Media for the Project specified on the Invoice and for no other purpose. Licensee does not acquire any right, title or interest in or to any Media or other licensed material, and will not make, authorize or permit any use of the Media or other licensed material other than as specified herein.
3. Licensor has the right to grant the rights specified herein. Licensor agrees to license Media only on the condition that Licensee agrees to use it in the specific Project set forth on the Invoice. Any use by Licensee (or third parties) other than the use herein permitted and as 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 4 and Licensor shall, per that paragraph, be entitled, in the event of a material breach solely to monetary damages.
4. LIQUIDATED DAMAGES. THE RIGHT TO USE MEDIA IS VALUABLE. LICENSEE AGREES THAT IT WOULD BE DIFFICULT AND IMPRACTICABLE TO DETERMINE THE VALUE OF SUCH RIGHT AND, ACCORDINGLY, LICENSEE

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6. Media 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.

7. No model releases or other releases exist on any Media unless the existence of such release is specified in writing by Licensor. Licensor gives no rights or warranties with respect to the use of names, trademarks, logo types, designs or works of art depicted in any Media, 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.

8. Licensee may, without Licensor 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.

### **GENERAL PROVISIONS**

9. All rights not specifically granted herein to Licensee are reserved for Licensor's use and disposition without any limitations whatsoever.

10. Licensee shall indemnify Licensor and hold Licensor harmless from all claims, damages, liabilities, and/or lawsuits, including reasonable attorneys' fees, arising from or relating to the use of the Media by Licensee (or third parties). Licensor shall indemnify Licensee against all claims relating to or arising from the Licensor warranty that it has the right to grant the rights specified herein.

11. This contract contains all the terms of this Agreement concerning use of Media, 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.

12. Unless specified on Invoice, payment herein is due at the time of the purchase. A service charge of two (2) percent per month shall be applied to any unpaid balance thereafter. Licensor offers no kill fees or refunds on Media ordered. After release of Media to Licensee, all fees on Invoice must be paid in full whether Media is used or not.

## CLAIMS OR DISPUTES

13. 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 Licensor 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. Furthermore, Licensor hereby agrees that its sole remedy shall, in the event of a breach by Licensee be in the form of monetary damages. Licensor agrees that it shall not seek any relief at equity including specific performance or any other type of injunctive relief.

**Licensee Name**

[Customer Name]

**Company**

[Company Name]

**Address**

Customer Street  
Los Angeles, CA 90049  
United States

**Date**

00/00/15 6:00pm

**Licensed Media**

[Media File(s) Name]

**Project Name**

[Customer Project Name]

**Project Type**

[Project Type] (*Feature / TV Episodic / Commercial*)