



AXIOM IMAGES LICENSE AGREEMENT - Political Advertisement

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Order #: [Invoice #]

Licensee: [Customer Name] / [Company Name]

Political Advertisement: [Project Name]

DEFINITIONS

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

"Political Advertisement" - A television and/or Internet advertisement designed to promote or dispute a political agenda, idea, opinion, and/or candidate.

USE

1. Footage may be used multiple times for a single Political Advertisement within a single year from the license date. Alternate versions of the broadcast, aired or digitally distributed for the same Political Advertisement is granted. May not be used for different political campaigns or purposes.
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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. 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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