



AXIOM IMAGES LICENSE AGREEMENT - Film or Television Series Promotional Campaign

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Order #: [Invoice #]

Licensee: [Customer Name / Company Name]

Film or Television Series Promotional Campaign: [Project Name]

DEFINITIONS

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

"Film or Television Series Promotional Campaign" - A promotional campaign advertising a film or a television series.

USE

1. Footage may be used for in-context promotions including trailers, promos, commercials and behind the scenes of the specified Film or Television Series, but may not appear in the Film or Television Series episodes themselves. Sequels or subsequent works for the film franchise will require re-licensing of the footage. Television Series promos are limited to one (1) season.
2. Footage may not be used in any way, and no rights are granted, until payment of all fees stated on the Invoice(s) 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.
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 **Film or Television Series Promotional Campaign** set forth on the Invoice / Order Receipt.
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. **LIQUIDATED DAMAGES. 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

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 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.
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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