



# License Agreement

VIA WEBSITE DOWNLOAD

i Communications, Inc. grants to **"Production Company"** (it's successors, assigns, licensees) without limitation as to time, medium or territory the license to photograph the material, set forth on **Exhibition A (Material-i Communications Rental Agreement #00000)**, as set dressing/props in the Project tentatively entitled **"Untitled Project"**, and to use said photography in and in connection with the production, exhibition, exploitation, merchandising and promotion of the Project, including the right to use excerpts and stills, from the Project for these purposes. This includes the right to use footage containing the Material within other pictures of TV programs.

i Communications acknowledges that nothing herein requires **"Production Company"** to use the material in or in connection with the project. **"Production Company"** hereby agrees to adhere to the terms and conditions for the use of material as set forth in Exhibit A.

No breach or default hereof by **"Production Company"** shall entitle i Communications to enjoin, restrain or otherwise impair in any manner the production, distribution, advertising or exploitation of the Project; i Communications' sole remedy shall be limited to the right to recover damages, if any in an action of law.

i Communications makes the following promise about its product that the material is original with i Communications, that i Communications is the copyright proprietor thereof, and that i Communications has the right to license it's product to producers, that our product will not infringe upon any third parties' rights including, without limitation, rights, rights of privacy, publicity, copyrights, trademarks, or any other intellectual property rights.

i Communications agrees to indemnify Licensee for ay and all claims, claim losses, liabilities, damages and expenses, including reasonable attorneys' fees, which result of the breach of any of the foregoing warranties. i Communications shall only be obligated to indemnify Licensee if Licensee complies with the following requirements:

- 1) Licensee must give i Communications written notice of any claim asserted against Licensee as a result of Licensee's use of the Licensed Material with (14) fourteen days of Licensee's learning of any such claim; and
- 2) i Communications must be given the option to defend against any such claim asserted against Licensee; and
- 3) Each party hereto shall cooperate with the other Party in the defense of such claims in all reasonable ways requested by the indemnifying Party; and for
- 4) If Licensee shall settle or compromise any such suit, claim or proceeding, the cost thereof shall be charged to i Communications, only in the event i Communications approves such settlement or compromise in writing, prior to the execution of any documentation memorializing same. i Communications reserve the right to withhold licensing its product to projects that are obscene or pornographic in nature.

ACCEPTED AND AGREED TO: **"Production Company"**

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date