



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. No reproduction, apart from the specified use, in whole or in part, is permitted without the expressed written consent of i Communications, Inc.

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"** will 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 will be limited to the right to recover damages, if any in an action of law.

i Communications makes the following promise about the product: i Communications has the right to license the product, that the 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 promises. i Communications will 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 will 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 settles or compromises any such suit, claim or proceeding, the cost thereof will 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.
- 5) i Communications reserve the right to withhold licensing its product to projects that i Communications deems in its sole discretion are obscene or pornographic in nature.

ACCEPTED AND AGREED TO:

Production Company

Authorized Agent

Position/Title

Signature

Date