



# License Agreement for Digital Imagery

September 27, 2019

Ocean Doctor  
Document Sender : David Guggenheim  
Signer: David Guggenheim

# License Agreement for Digital Imagery

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**Transfer and Assignment:** LICENSEE may not assign or transfer this AGREEMENT or any rights granted under it. No amendment or waiver of any terms is binding unless in writing and signed by the parties. However, the invoice may reflect, and LICENSEE is bound by authorizations that could not be confirmed in writing because of insufficient time or other practical considerations.

**Indemnification:** LICENSEE will indemnify and defend ARTIST against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of the IMAGES or materials furnished by LICENSEE.

**General Law/Arbitration:** This AGREEMENT sets forth the entire understanding of the parties and supersedes all prior agreements between the parties. This AGREEMENT shall be governed, interpreted and enforced in accordance with the laws of the District of Columbia. Any claim or litigation arising out of this Agreement or its performance may be commenced only in courts physically located in the District of Columbia, and the parties hereby consent to the personal jurisdiction of such courts. In the event of any litigation arising out of or relating to this AGREEMENT, the prevailing party shall be entitled to recover its attorneys' fees incurred in the litigation. If parties are unable to resolve the dispute, either party may request mediation and/or binding arbitration in a forum mutually agreed to by the parties.

**Severability:** If one or more of the provisions in the AGREEMENT is found invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected. Any such provisions will be revised as required to make them enforceable.

**Waiver:** No action of either party, other than in writing agreed to by the parties, may be construed to waive any provision of this AGREEMENT and a single or partial exercise by either party of any such action will not preclude further exercise of other rights or remedies in this Agreement.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of 

April 25, 2024

If signing on behalf of an organization, please enter organization name:  

Organization Name



X \_\_\_\_\_ X \_\_\_\_\_

Signed By David Guggenheim  
Signed On: September 27, 2019

# Signature Certificate

Document name: License Agreement for Digital Imagery

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