## **EXHIBIT D**

ŭ



## Smithsonian National Museum of the American Indian

4220 Silver Hill Road, Suitland, MD 20746-2863 301-238-6624, x6370 (fax) 301-238-3206

| յսնորող Ցլարոստ  |  |
|--|--|
| I 11113003 5120000   | •  |
| Associate Producer   | 19 February 2008   |
| Firelight Media  |  |
| via email  |  |
|  |  |
|  |  |
| PERMISSION HAS RISEN GRANDED FOR USEON THE CLATCANING MACES  |  |
| D. C.  |  |
| Permission is granted for the use of the following imagery, worldwide, all me  | edia rights for the life of the project  |
|  |  |
| N44622, church at Wounded Knee, South Dakota, with profile of figure on Wounded Knee, South Dakota, 1973. Photo by Anna Berson Harley  | right. American Indian takeover of   |
| Wounded Knee, South Dakota, 1973. Photo by Anne Pearce Hocker  |  |
| N44926, man seated on floor with radio or walkingtalking a marine to the   | l  |
| N44926, man seated on floor with radio or walkie-talkie. American Indian (2) Dakota, 1973. Photo by Anne Pearce Hocker.  | Reover of Wounded Knee, South  |
| •  |  |
| N45215, group leaving building, with Frank Clearwater(?) on a gurney. Amer   | iena Indian alaan  |
| Knee, South Dakota, 1973 Photo by Anne Pearce Hocker.  | ican musii (akeover of Wounded   |
|  |  |
| Permissions Fee: Three images @ \$50.00/image: \$150.00  |  |
|  |  |
|  |  |
| MINDELLINE MEANING   |  |
| ee above   |  |
|  |  |
| We Shall Remain"   |  |
| we 20an Kewaw.   |  |
|  |  |
| CHRICH FICK DATE.  |  |
| The state of the s | and the second s |
| AUGSTRAIL  |  |
| WGBH Educational Foundation and PBS  |  |
|  |  |
| MANUSCON GRANDED BY  |  |
| OU STANCARI  | DATE C   |
| 10° × X JX VM CW X   | 2128108 <u> </u>   |
|  |  |
| MODITIONS OF BRIGHTS ACRES DE TO BY CAPITACIAND  |  |
| agence agence greater stellings etchi (Md3/RVM)  | DATI.  |
| ways to ago a great satelitasis etalit [44] it WM1]  | 2/20/08  |
| Illianna Brannum Maum  | 2/28/08<br>2/20/08   |
| dianna Brannum Mau   | 2/20/08  |

CHEETE CANE ALEXETECAD Garages, National Museum of the American Indian, Smithamian Institution (negation close, incombignounted). B

Remove the signed form, ingether with payment, to the Photo Archives. Please note that you do not have reproduction dights for road assign until you receive a signed copy from the Photo Archives.

## Such permission is granted upon the following conditions:

- 1 The applicant will supply NMAI with two grace copies of the final publication no later than two months after the date of publication.
- 2. This form refers to reproductions of photographic or digital material only, as supulated on the reverse of this form of squehed addendum and does not permit the use of this naterial for my other purpose without specific written approval by the NMAI Photo Archives.
- 3. Subject to the terms and conditions hereof, NMAI grants the applicant the limited, non-exclusive right to reproduce the photograph (the "Image") owned by the NMAI. Permission is granted for one-time use in one paint or electronic publication (the "Publication"), for one edition or prescribed length of time (not to exceed one year for web site use). The rights of reproduction are for worldwide U.S. English hanguage use only, unless otherwise specified. Such license is non-transferable, non-assignable, and is expressly limited to the Publication named on the reverse of this form.
- 4. Only photographic or digital material supplied by the NMAI Photo Services may be used for reproduction. No second-generation photography is allowed. Dovenloading or copying from any other source is strictly prohibited unless prior arrangements have been made with the NMAI.
- 5. If the image is coopped, however minimally, it must be identified as a "detail" in the caption. If a decail is used on a cover, from insect, or home page, the full image must appear elsewhere in the publication, with reference to the detail. Manipulation of the image is prohibited except for the sole purpose of rendering the image in digital form.
- 6. If in the future the applicant wishes to reproduce the photographic or digital nuterial, or any portion diercof, the applicant must contact NMAI Photo Archives for permission. Requests to reproduce in subsequent publications and editions or for extended periods of time will be considered upon application.
- 7. This permission exercise only to such rights as NMAI has to authorize reproduction and does not purpose to include any rights that persons other than NMAI start have under the Copyright Law of the United States or the laws of various countries in which the applicant's works may be published or distributed. Certain works of we, as well as the photographs of those works of are, may be protected by copyright indemark, privacy, or publicity rights, or other interests not owned by NMAI. It is the applicant's responsibility to ascertain whether any such aights exist, and to obtain any other permission necessary to reproduce and publish the image. Applicant hereby agrees to indemaify and hold NMAI harmless from and against any and all costs, claims, liabilities, or damages including without limitation all automory's fees expected, as a result of any violation by applicant of any copyright, trademark, privacy or publicity rights, or other interests relating to the subject matter hereof.
- 8. If any other chargest comes forward demanding recompense for reproduction of the image and the applicant chorses to recognize such claim, the costs involved will be entirely due applicant's.