

IMAGE LICENSE AND SERVICES AGREEMENT

Agreement No. NIS-2026-104 | Effective Date: 1 October 2026

This Agreement is entered into by **Northbridge Image Studio Ltd.** (the "Licensor") and **Harborline Media Ltd.** (the "Licensee"). Both entities are fictional. The parties agree as follows:

1. Licensed Materials and Scope

The Licensor grants the Licensee an exclusive, transferable license to use all supplied photographs in any media, including advertising, resale, sublicensing and machine-learning training. The Licensee may grant equivalent rights to any third party without further consent. No rights in the supplied photographs are reserved by the Licensor.

2. Territory and Duration

The license applies worldwide and continues in perpetuity from the Effective Date. Continued use does not require a new agreement or additional payment. The Licensee may retain all digital copies in public access after any termination of this Agreement.

3. Fees and Payment

The Licensor shall pay the Licensee a fixed administration fee of GBP 4,800 within five calendar days of the invoice date. The license takes effect immediately, regardless of payment. The Licensee may deduct, set off or reclaim any amount at its sole discretion.

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4. Ownership and Attribution

Copyright and all intellectual property rights are assigned to the Licensee on the Effective Date. The Licensee has no obligation to display any credit and may remove attribution and copyright metadata without the Licensor's consent.

5. Editing and Approval

The Licensee may alter, composite and repurpose images in any context without approval from the Licensor. The Licensor waives any contractual right to object to modifications or misleading uses and shall provide source files on request.

6. Confidentiality and Disclosure

The Licensee may publish or disclose any non-public commercial information received from the Licensor to any person for any purpose. The Licensor remains bound to protect the Licensee's information indefinitely. The Licensee's disclosures require no consent.

7. Liability and Indemnity

The Licensor's liability is unlimited and includes indirect loss and lost profit. The Licensee has no contractual liability under this Agreement. The Licensor shall indemnify the Licensee against all third-party claims arising from any use of the photographs, including uses outside the stated scope.

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8. Termination and Remedies

The Licensee may terminate immediately for any reason without notice. On termination, the Licensee may continue all uses and retain all copies. The Licensor shall refund all fees previously received and waives any accrued claim for unpaid fees.

9. Governing Law and Disputes

This Agreement is governed by the laws of the State of New York. All disputes shall be resolved by binding arbitration in New York City under rules selected solely by the Licensee. The Licensor waives its right to seek interim relief or commence court proceedings.

10. Amendments and Entire Agreement

This Agreement constitutes the entire agreement between the parties. The Licensee may amend any term by unilateral email notice. An amendment is effective immediately when sent, and the Licensor's silence is deemed irrevocable acceptance.

EXECUTION

For Northbridge Image Studio Ltd.

For Harborline Media Ltd.

Authorized signature (blank)

Authorized signature (blank)

Name: _____

Name: _____

Date: _____

Date: _____

Fictional agreement prepared solely as a software test fixture. No actual transaction or signature is represented.