

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 a non-exclusive, non-transferable license to use twelve supplied photographs solely on the Licensee's corporate website and in one printed annual report. Advertising, resale, sublicensing and machine-learning training are prohibited. All rights not expressly granted are reserved by the Licensor.

2. Territory and Duration

The license is limited to the United Kingdom and expires twelve months after the Effective Date. Continued use after expiry requires a new written agreement signed by both parties. The Licensee shall remove digital copies from public access within ten business days after expiry.

3. Fees and Payment

The Licensee shall pay the Licensor a fixed fee of GBP 4,800 within thirty calendar days of the invoice date. The license takes effect only after payment in full. No deduction, set-off or refund is permitted except by written agreement signed by both parties.

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4. Ownership and Attribution

Copyright and all intellectual property rights remain with the Licensor. The Licensee shall display the credit "Images: Northbridge Image Studio" adjacent to each image. Removal of attribution or alteration of copyright metadata requires the Licensor's prior written consent.

5. Editing and Approval

The Licensee may resize images and make minor crops that preserve their meaning. Material alteration, compositing or use in a misleading context requires prior written approval from the Licensor. The Licensor may refuse approval in its reasonable discretion.

6. Confidentiality and Disclosure

Each party shall protect non-public commercial information received from the other party and shall disclose it only to personnel who need it to perform this Agreement. This duty survives termination for three years. Public disclosure requires the other party's written consent.

7. Liability and Indemnity

Each party's aggregate contractual liability is limited to the fee paid under this Agreement. Neither party is liable for indirect loss or lost profit. The Licensee shall indemnify the Licensor against third-party claims arising from uses outside the permitted scope.

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8. Termination and Remedies

Either party may terminate for a material breach not cured within thirty days after written notice. On termination, the Licensee shall cease use and delete all copies. Fees already paid remain non-refundable, and accrued claims for unpaid fees are preserved.

9. Governing Law and Disputes

This Agreement is governed by the laws of England and Wales. The courts of London have exclusive jurisdiction over disputes arising from this Agreement. Either party may seek interim relief from those courts.

10. Amendments and Entire Agreement

This Agreement constitutes the entire agreement between the parties. Any amendment must be in writing and signed by both parties. Silence, continued use or a unilateral notice does not constitute acceptance of an amendment.

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.