

STANDARD ARCHIVE LICENSE AGREEMENT

Version: standard-license-v1

This Standard Archive License Agreement ("Agreement") is between Dylan Stanley, offering archive licensing services under the name Dylan Stanley Studio ("Licensor"), and the individual, company, or organization identified as the licensee during checkout ("Licensee").

By checking the box accepting this Agreement and completing the purchase, Licensee agrees to these terms.

Each asset purchased is separately licensed under this Agreement.

1. License Grant

Subject to payment of the applicable license fee and compliance with this Agreement, Licensor grants Licensee a:

- non-exclusive
- worldwide
- perpetual
- non-transferable
- non-sublicensable

license to use the purchased photograph, motion work, or other visual asset ("Asset") solely for the permitted uses described below.

"Perpetual" means that an authorized use does not expire solely because time has passed. The license may still terminate if Licensee materially breaches this Agreement.

The license applies only to the named Licensee identified during checkout.

No ownership or copyright is transferred.

2. Permitted Uses

The Standard Archive License permits ordinary owned and organic uses by Licensee, including:

- Licensee's websites and landing pages
- Licensee's organically published social media
- blogs and editorial content published by Licensee
- email and newsletters
- internal presentations
- sales presentations and pitch decks
- reports
- brochures
- lookbooks
- ordinary promotional materials
- ordinary editorial materials
- ordinary non-resale printed collateral

These rights apply only to the named Licensee.

The Asset may be incorporated into a larger design, layout, webpage, presentation, publication, video, or other permitted finished work.

3. Uses Requiring a Custom License

The Standard Archive License does not include:

- paid advertising
- paid social media advertising

- sponsored media placements
- broadcast television
- streaming or OTT advertising
- theatrical or cinema advertising
- out-of-home advertising
- billboards
- transit advertising
- major paid media campaigns
- large-scale or high-volume print distribution
- products or merchandise offered for sale
- posters, prints, apparel, packaging, or other goods offered for sale
- use by another company, client, partner, parent company, subsidiary, affiliate, or organization
- sublicensing
- transfer of the license
- exclusive rights
- category exclusivity
- industry exclusivity
- resale or relicensing of the Asset
- distribution of the Asset as stock, a template, downloadable creative resource, or source file

These uses require a separately negotiated Custom License.

Purchasing a Standard Archive License does not guarantee that Custom, exclusive, or expanded rights will later be available.

4. One Named Licensee

The license belongs only to the individual, company, or organization identified as Licensee during checkout.

A Licensee may allow its employees and contractors to access the Asset solely as necessary to create permitted work for Licensee.

Those employees and contractors receive no independent license and may not:

- reuse the Asset for another client
- use the Asset for their own business
- resell it
- sublicense it
- distribute the source file
- retain it for unrelated future use

An agency, designer, production company, consultant, or other intermediary does not automatically receive rights for its clients.

If an Asset is being licensed for a client, the intended end client must be the named Licensee unless separate written terms say otherwise.

5. Motion Assets and Companion Stills

When the purchased Asset is a motion work and the purchase includes a designated companion still, the motion Asset and companion still are licensed together under the same Standard Archive License.

The companion still does not create a second independent license.

It may be used within the same permitted scope as the licensed motion Asset.

Neither the motion Asset nor its companion still may be separately transferred, sublicensed, resold, or relicensed.

6. Permitted Modifications

Licensee may make reasonable modifications necessary for an authorized use, including:

- cropping
- resizing
- formatting
- color adjustment
- adding typography
- placing the Asset within layouts
- combining it with other creative elements
- editing the length or presentation of motion content

Modifications do not create ownership in the underlying Asset.

Licensee may not modify the Asset in a manner that is unlawful, defamatory, deceptive, or that falsely suggests endorsement by a depicted person, property owner, business, or other third party.

7. Credit

For editorial, artistic, cultural, independent publishing, creator-led, or similar uses where creator credit can reasonably be displayed, credit to Dylan Stanley Studio is required where reasonably possible.

For ordinary commercial use, credit is requested where reasonably practical but the absence of credit alone will not constitute a material breach of this Agreement.

Where credit is provided, use:

Dylan Stanley Studio

unless another credit is supplied with the Asset.

8. Copyright and Ownership

All copyright and ownership in the Asset remain with Dylan Stanley.

The purchase grants only the limited usage rights expressly stated in this Agreement.

Licensee may not:

- claim authorship of the Asset
- register the Asset as its own copyrighted work
- remove or falsify embedded copyright or rights-management information
- assert ownership over the underlying Asset
- prevent Licensor from licensing or using the Asset elsewhere, except where separate written exclusive terms have been purchased

Possession of a digital file does not transfer copyright.

9. No Standalone Distribution

Licensee may not make the Asset available to others in a manner that allows the Asset to be extracted, downloaded, copied, or reused as a standalone creative asset.

This includes distribution through:

- stock libraries
- template marketplaces
- design-resource libraries
- shared asset marketplaces
- downloadable media packs

- public file repositories
- training datasets

Reasonable technical access by Licensee's employees or service providers for an authorized project is permitted under Section 4.

10. Artificial Intelligence and Machine Learning

The Standard Archive License does not authorize use of the Asset to:

- train an artificial intelligence or machine-learning system
- fine-tune a model
- create or improve a training dataset
- test or benchmark a generative model using the Asset as training or reference data
- create a model, embedding, dataset, or system intended to reproduce Dylan Stanley's work or visual style
- contribute the Asset to a third-party AI or machine-learning dataset

Incidental processing by ordinary software used to perform an otherwise permitted task does not by itself constitute prohibited AI training.

Any broader AI or machine-learning rights require separate written permission.

11. Third-Party Rights and Clearances

This Agreement licenses Dylan Stanley's copyright interest in the Asset.

Unless expressly stated otherwise, the license does not separately grant rights relating to:

- trademarks
- trade dress
- privately owned property
- artwork appearing within an image
- publicity rights
- privacy rights
- model or talent rights
- other third-party intellectual-property rights

Licensee is responsible for determining whether its particular use requires additional permissions or clearances.

Licensee may not use an Asset in a way that falsely implies that a depicted person, business, property owner, or organization endorses Licensee, its product, or its message.

12. Sensitive, Unlawful, or Misleading Uses

The Asset may not be used:

- unlawfully
- fraudulently
- deceptively
- in a defamatory manner
- in pornography
- to falsely identify a person as participating in criminal or other misconduct
- in a context that falsely represents what is depicted
- in a manner that falsely implies endorsement or sponsorship

Uses involving sensitive subject matter may require additional written approval.

13. License Fee and Delivery

The license becomes effective when payment has been successfully completed.

The applicable license fee is the amount shown at checkout.

Delivery of the Asset does not transfer copyright or expand the rights granted by this Agreement.

Except where required by law or agreed to by Licensor, license fees are non-refundable after the licensed high-resolution Asset has been delivered.

If a technical delivery problem prevents Licensee from receiving the purchased Asset, Licensee should contact Licensor so the file can be redelivered or the issue otherwise resolved.

14. Existing and Future Licenses

This is a non-exclusive license.

Licensor may continue to:

- use the Asset
- display the Asset
- sell prints or other physical works incorporating the Asset
- license the Asset to other parties
- include the Asset in exhibitions, publications, books, archives, collections, portfolios, or future projects

A Standard Archive License does not reserve the Asset for Licensee.

If Licensee later requests exclusivity, any previously granted rights remain in effect unless separately resolved in writing.

15. Termination for Breach

If Licensee materially violates this Agreement, Licensor may provide written notice describing the breach.

Where the breach can reasonably be cured, Licensee will have ten (10) days after receiving notice to cure it.

If the breach is not cured within that period, the license terminates.

Licensor may terminate the license immediately for intentional:

- resale of the Asset
- sublicensing
- unauthorized standalone distribution
- fraudulent ownership claims
- unauthorized AI or machine-learning training
- knowing use outside the license after being informed that the use is unauthorized

Upon termination, Licensee must stop new use of the Asset and remove the Asset from uses reasonably capable of being removed.

Termination does not eliminate claims arising from conduct occurring before termination.

16. No Warranty of Fitness for a Particular Use

The Asset is licensed as provided.

Except for rights expressly granted in this Agreement and to the maximum extent permitted by law, Licensor makes no additional warranty that the Asset is suitable for Licensee's particular project, industry, message, distribution method, or legal requirements.

Licensee is responsible for evaluating whether its intended use complies with this Agreement and whether additional third-party permissions are necessary.

17. Limitation of Liability

To the maximum extent permitted by applicable law, Licensor will not be liable for indirect, incidental, special, consequential, or punitive damages arising from Licensee's use of the Asset.

To the maximum extent permitted by law, Licensor's total liability arising from a particular licensed Asset will not exceed the license fee actually paid for that Asset.

Nothing in this Agreement limits liability where applicable law prohibits such limitation.

18. Licensee Responsibility

Licensee is responsible for its use of the Asset and for materials, claims, designs, copy, products, campaigns, or other content it combines with the Asset.

Licensee is responsible for claims resulting from Licensee's unauthorized use, alteration, distribution, sublicensing, or use outside the scope of this Agreement.

19. Custom Written Terms Control

Licensor and Licensee may agree to different or expanded rights in writing.

If a separately executed Custom License or other written agreement expressly conflicts with this Standard Archive License, the separately negotiated written terms control for the rights addressed by that agreement.

20. Governing Law

This Agreement is governed by the laws of the State of Ohio, without regard to conflict-of-law principles, except where applicable law requires otherwise.

To the extent permitted by law, disputes arising from this Agreement will be brought in a court of competent jurisdiction in Franklin County, Ohio.

21. Severability

If any provision of this Agreement is determined to be unenforceable, that provision will be enforced to the maximum extent permitted by law or severed if necessary.

The remaining provisions will remain in effect.

22. Entire Agreement

This Agreement, together with the checkout record identifying the Asset, Licensee, price, and applicable license version, constitutes the agreement governing the Standard Archive License.

No oral statement modifies these terms.

Any modification or expansion of rights must be agreed to in writing by Licensor.

23. Electronic Acceptance

Licensee agrees that checking the acceptance box and completing checkout constitutes acceptance of this Agreement.

The checkout record may record information including:

- Licensee name
- purchaser name
- purchaser email
- Asset SKU
- license version
- purchase date

- amount paid
- transaction identifier

These records may be retained as evidence of the license granted.

24. Contact

Licensing questions and requests for expanded rights may be directed to:

Dylan Stanley Studio

licensing@dylanstanleystudio.com

Copyright remains with Dylan Stanley. No copyright transfer is included in a Standard Archive License.