SPILLED ALE STUDIOS STOCK ART LICENSE AGREEMENT



REVISION NOTICE

On 19/11/2026 this license has been updated. The original version of the license will subsequently be known as Version 1.0. The revision includes new wording that seeks to clarify how the Asset may be used online and how it should be credited. The intent of the revision is not to be more restrictive; in fact, it is the opposite, as clauses in the previous version, chiefly a provision that the Asset should not be downloadable, created contradictions that would make it very difficult for the Licensee to use the Asset in an online context, which was never our intent. In this version we accept that online use of the Asset probably means the Asset can be downloaded, so we instead provide guidelines for how the Asset should be modified for such use cases.

The other change to the license is a clause that states we will try to inform you if the Artist wishes to change the email address or Website / Portfolio url in the credits line, but while we hope you will comply with any such request to help out the Artist from whose work you are benefiting, you will not be in breach of the license if you choose not to do so.

If you purchased the Asset on or after 19/11/2026 the terms of Version 1.1 apply to you.

If you purchased the Asset before 19/11/2026 you may choose to comply with either Version 1.0 or the revised terms of Version 1.1, as preferred by you.

VERSION 1.1

This is a legal agreement (hereinafter, the “Agreement”) between you or your employer (hereinafter, the “Licensee”)

and Spilled Ale Studios (hereinafter, the “Licensor”), which is effective for any stock art (hereinafter, the “Asset”) which you have obtained via download from any Licensor website or Authorised Distributor’s website. “Authorized Distributor”, means any company that Licensor has authorised to distribute Licensor’s content.

SECTION 1: GRANT OF RIGHTS

Subject to Licensee’s payment of the license fee for the Asset and Licensee’s compliance with the terms of this Agreement, Licensor grants Licensee a non-transferable, non-exclusive, and non-sublicensable right to use and reproduce the content limited to the Permitted Uses described in section 3. No ownership or copyright shall transfer to Licensee by the grant of the license contained in this Agreement. All rights not specifically granted by this Agreement are retained by Licensor and the copyright holder.

SECTION 2: PERMITTED USES

Licensee may use the Asset in the following ways:

- Print media (for print runs of no more than 1000 copies, and provided that such use is not intended to allow the re-distribution of the Asset), including promotional materials, editorial publications, books, newspapers, magazines, and newsletters.

- Ebooks, including PDFs and other electronic documents.

- On websites (where the purpose is to promote, sell, or drive traffic to print or electronic products which contain the Asset). As the Asset might be scraped in an online use case, provisions should be taken to limit the value of doing so:

    - the version of the Asset used should be composited with a background which you are licensed to use in the same context (another complex image, not a plain colour).

- the version of the Asset used should be a JPEG or non-transparent WebP file and should be exported from your image editing software with a reduced resolution: the Asset itself should be no larger than 1,000 pixels in any dimension and saved at your software's Medium quality preset.

- Licensee may resize the Asset, and may crop it provided the artist's signature, if any, remains.

- Licensee may composite the image with others provided: @ the artist's signature, if any, remains; (b) any aspect of the composite work falls with a restricted use case as described in Section 3; and (c) you have a license to use and composite all other pieces used in the composite work.

SECTION 3: RESTRICTIONS ON USE

Licensee may not use or permit use of the Asset beyond the Permitted Uses described in section 2 without first obtaining an additional license from the Licensor. To discuss licensing for other use cases, contact spilledalestudios@gmail.com.

Licensee may not:

- Sublicense, sell, distribute, assign, convey, or transfer the Asset or any of its rights under this Agreement.

- Sell, license, or distribute the final product in such way that allows others to access the Asset as a standalone file.

- Distribute, post, or upload the Asset online or enable it to be distributed via mobile telephone devices without first making the provisions noted under Section 2.

- Incorporate the Asset into a logo, trademark, or service mark.

- Print the Asset onto physical items intended for resale

except for print media uses listed in section 2.

- Use the Asset in any way that infringes on any copyright, trade name, trade mark, or intellectual property.
- Use the Asset in any way that is in Licensor's reasonable opinion pornographic, defamatory, obscene, offensive, libellous, or in any way illegal, whether directly or in context when in juxtaposition with specific subject matter and / or other materials.
- Use the Asset in any way in connection with or condoning illegal activities of any kind.
- Use the Asset to promote a business that sells or licenses stock art products.
- Use an automated program to download images.
- Ship, transfer, or export any media incorporating the Asset into any country where its content is prohibited, or any use the Asset in any manner prohibited by export laws, restrictions, or regulations.

SECTION 4: CREDIT

In both use cases described below, "Artist" should be replaced by the name of the specific Asset's artist and "Email or Website/Portfolio" should be replaced by the Asset artist's personal email address or a link to their website / portfolio. The required details for the specific Asset you have purchased are provided as a separate file alongside the Asset and this License.

If the Asset is used in print or digital content media in an editorial manner, the credit line "Some art by Artist (Artist's Email and/or the url to their Website/Portfolio), and © RDD Wilkin / Spilled Ale Studios" must appear in the credits to the media content.

The Artist's email and/or url to their Website/Portfolio are

provided in a text file along with the Asset.

When used online the credits must also appear adjacent to the Asset or, when appearing in an editorial manner, you may instead choose to provide the credits within the body of the page's text. The Asset should be credited in the same manner as described above, and the Artist's email and/or Website/ Portfolio url should be hyperlinked. Omission of this link shall not constitute a breach of the Agreement provided that Licensee remedies Omission upon request from Licensor or Artist.

If the Artist's desired Website Portfolio url changes after your use of the Asset it is their responsibility to communicate this to Spilled Ale Studios and we will subsequently do our best to inform any Licensee we can reach. You will not be considered in breach of the Agreement even if you do not change the Website/Portfolio url on request, but we respectfully ask that you consider doing so at the earliest opportunity to help out the Artist.

SECTION 5: UNAUTHORISED USE

Unauthorised use of the Asset constitutes copyright infringement and entitles Licensor to exercise all rights and remedies available under copyright and other laws around the world. Licensee shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party.

SECTION 6: TERMINATION AND REVOCATION

This Agreement is effective until terminated. Licensee can terminate this Agreement by destroying the Asset, any related derivative works, and any copies of it or accompanying materials, and ceasing to use the Asset and any derivative works related thereto. If Licensee fails to comply with any provision of this Agreement, Licensor reserves the right to automatically terminate this Agreement with Licensee and revoke their license without prior notice and without refund. Upon termination, Licensee must immediately stop using the

Asset, delete the Asset and all copies from all computer systems ans storage, and destroy all other copies.

SECTION 7: WARRANTY AND DISCLAIMERS

Licensee represents and warrants that they have the full legal right and authority to enter into this Agreement and that Licensee will not use the Asset in any way not permitted by this Agreement. Licensee and the Designated Individual will be jointly and severally liable for any failure of Licensee or the Designated Individual to abide by any term or condition of this Agreement.

Entire Agreement. You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. In the event of any inconsistency between the terms herein and the terms contained on any other writing by the Licensee, the terms of this Agreement shall govern.