

NOIR.LABEL

LICENSE AGREEMENT

COMMERCIAL LICENSE

Standard Commercial Use · Starter & Creator Plans

Included with: Starter Plan (\$15/mo) · Creator Plan (\$29/mo) · Mini Pack (\$25) · Creator Pack (\$59)

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QUICK REFERENCE

Licensee	Individual or Legal Entity (Company)
Users / Seats	As declared at time of purchase
Commercial Use	Permitted with limitations
End Products	Up to 5,000 combined (physical + digital)
Social Media	Unlimited company accounts
Print Advertising	Local market only (within 200-mile radius)
Digital Advertising	Unlimited impressions
Broadcast / Stream	Up to 500,000 lifetime viewers
Web / App Dev	Not permitted under this license
Attribution	Not required

1 — PARTIES & SCOPE

This License Agreement is between M. Janee Photography, LLC / Noir Label Stock ('Licensor') and the individual or legal entity identified as the licensee at the time of purchase ('Licensee'). The number of permitted users is the number declared and paid for at the time of purchase.

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2 — DEFINITIONS

2.1 — Licensed Asset

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2.2 — Commercial Use

Any use that: (i) involves an exchange of money or other consideration, (ii) promotes a business, product, or service, or (iii) results in financial gain — directly or indirectly. If any one of these criteria is met, the use is Commercial.

2.3 — Non-Commercial Use

Use solely for personal purposes with no financial consideration sought or received.

2.4 — End Use

The final application or product that incorporates the Licensed Asset as expressly permitted in Section 4.

3 — ASSET MANAGEMENT

Licensee may upload the Licensed Asset to a server or cloud storage account owned and controlled by Licensee, for use only as permitted herein.

4 — PERMITTED & PROHIBITED USES

4.1 — END PRODUCTS

- ✓ Physical commercial end products (clothing, signage, packaging, print collateral, etc.) up to 5,000 units.
- ✓ Digital commercial end products (static designs, website elements) up to 5,000 combined units.
- ✓ Digital or print publications (magazines, editorial, e-books) for commercial use.

Quantity Limit: No more than 5,000 lifetime combined physical and digital end products for Commercial use. Contact Noir Label Stock for a custom license if greater quantities are required.

Note: Any End Use for Commercial purposes must (i) be significantly different from the original Licensed Asset, (ii) require time, effort, and skill to produce, and (iii) not derive its primary commercial value from the Licensed Asset itself.

4.2 — SOCIAL MEDIA & ADVERTISING

- ✓ All Licensee-owned company social media accounts — unlimited accounts and pages.
- ✓ Physical (printed) advertisements in a local market (within a 200-mile radius of a single location within one country).

- ✓ Digital advertisements (Google Ads, Meta Ads, LinkedIn Ads, etc.) — unlimited impressions.
- ✗ Physical advertisements for national or global distribution (upgrade to Extended Commercial License).

4.3 — BROADCAST & STREAMING

- ✓ Broadcast and streaming (network, cable, internet, satellite, video on demand) — up to 500,000 lifetime viewers for Commercial use.
- ✓ Unlimited internet streaming for Non-commercial use.

4.4 — PROHIBITED USES

- ✗ Website, mobile app, desktop application, or video game development — requires Extended Commercial License.
- ✗ Print-on-demand, made-to-order, or create-on-demand services.
- ✗ Use as or in a trademark, service mark, or trade name.
- ✗ Claiming copyright ownership of the Licensed Asset or any modification thereof.
- ✗ Use to train, fine-tune, or augment any AI or machine learning model.
- ✗ Any use not expressly permitted in this Section 4.

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9.5 — Choice of Law

This License Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, United States, without regard to its conflict of law provisions. Any legal proceedings shall be brought exclusively in the courts of the State of Georgia or the United States District Court for the Northern District of Georgia.

9.6 — Entire Agreement

This License Agreement, together with the Noir Label Stock Terms of Service available at noirlabel.photos/license, constitutes the entire agreement between the parties with respect to the Licensed Asset and supersedes all prior agreements and representations.

9.7 — Modifications

Noir Label Stock may update this License Agreement at any time by posting a revised version at noirlabel.photos/license. The version in effect at the time of purchase applies to that transaction.

9.8 — Contact

For licensing inquiries, custom licenses, or questions about permitted uses, contact: hello@noirlabel.photos

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