OVERFLIGHTSTOCK FOOTAGE LICENSE AGREEMENT

EULA Version Date: October 1, 2026

This License Agreement, together with the applicable content-specific invoice issued by Overflightstock Ltd. (the “Invoice”), constitutes the agreement between Overflightstock Ltd. (“Licensor”) and the licensee identified in the applicable Invoice (“Licensee”) governing access to and use of the Content (collectively, the “Agreement”).

By downloading, receiving, accessing, using or paying for any Content supplied by Licensor, Licensee agrees to be bound by the terms of this Agreement.

1. DEFINITIONS

1.1 “Content” means any footage, images or other visual material supplied or made available by Licensor, including preview or evaluation material.

1.2 “Invoice” means the invoice or other written licensing document issued by Licensor identifying the licensed Content and setting out, as applicable, the Production, permitted scope of use, limitations on use, license fee and other transaction-specific terms. The Invoice forms part of this Agreement.

1.3 “Production” means the specific film, television episode, program, advertisement, news program, online production or other audiovisual project identified in the applicable Invoice in which the Content is authorized to be incorporated.

2. GRANT OF LICENSE

2.1 Generally

All licenses granted by Licensor are subject to Licensee's compliance with the material provisions of this Agreement, including the payment obligations set out in Section 9.

Licensor reserves all rights not expressly granted under this Agreement.

With respect to any breach relating to the Production, Licensor's remedy shall be an action for damages. Licensor shall not seek or be entitled to injunctive or other equitable relief that would enjoin, restrain, delay or otherwise interfere with the production, distribution, exhibition, advertising or exploitation of the Production, and Licensee shall not be required to remove the Content from the Production.

Nothing in the preceding paragraph limits Licensor's right to seek appropriate equitable relief with respect to unauthorized use, distribution or exploitation of the Content apart from the Production, provided that such relief does not interfere with exploitation of the Production.

2.2 Who May Use the Content

Licensee may not sell, rent, loan, give, sublicense or otherwise transfer the Content or any right to use the Content except as expressly permitted by this Agreement or the applicable Invoice, or as incorporated into the authorized Production.

Licensee may provide the Content to its employees, contractors, editors, visual-effects providers, post-production facilities and other service providers solely as reasonably necessary to evaluate, create, complete, deliver or exploit the Production as authorized under this Agreement.

Licensee may assign its rights under this Agreement to the producer, distributor, purchaser, successor or assignee of the Production solely in connection with the production, ownership, distribution or exploitation of the Production as authorized herein. Any such assignment transfers only the rights granted under this Agreement and does not expand the scope of those rights.

2.3 Rights Managed License Terms

Subject to the terms and conditions of this Agreement, Licensor grants Licensee a limited, non-exclusive right to use and incorporate the licensed Content in the Production for the term, territory, media and scope specified in the applicable Invoice.

Licensee may edit, modify, composite or otherwise adapt the Content as reasonably necessary for its authorized use in the Production, subject to the restrictions contained in this Agreement.

Licensee may distribute, publish, display and otherwise exploit the Production containing the Content in the media, territory and manner specified in the applicable Invoice. Where the Invoice provides for all-media, worldwide, perpetual use, such rights include all media now known or hereafter devised.

2.4 Evaluation Use

Where Licensor makes Content available before a license is issued, Licensee may use the Content for internal evaluation, technical testing, editing tests, scene approval and other reasonable evaluation purposes relating to a potential Production.

Content provided for evaluation may be incorporated into internal work-in-progress versions of a Production for evaluation and approval purposes, but may not be broadcast, distributed, publicly exhibited or otherwise exploited as part of a completed Production unless the applicable Content has been licensed.

Delivery or possession of Content, including full-resolution Content, does not by itself grant a production license or obligate Licensee to purchase a license.

3. OWNERSHIP AND INTELLECTUAL PROPERTY

Except for the rights expressly granted under this Agreement, all right, title and interest in and to the Content, including without limitation all copyrights and other proprietary rights, are retained by Licensor or its licensors, as applicable.

No rights in the Content are granted except those expressly provided in this Agreement and the applicable Invoice.

Any copyright or other rights that Licensee may acquire in edits, composites, compilations, visual effects or other material created using the Content shall not transfer ownership of the underlying Content to Licensee or expand Licensee's rights to use the Content beyond those granted under this Agreement.

As between Licensor and Licensee, Licensor or its licensors, as applicable, retain all right, title and interest in and to the Content. Licensor claims no ownership interest in the Production, except for the continuing rights of Licensor and its licensors in the Content incorporated into it.

Except as expressly provided herein, this Agreement does not confer any rights or remedies upon any person or entity other than the parties to the Agreement.

4. RESTRICTIONS ON USE

4.1 Prohibited Uses

Except as expressly authorized under this Agreement or the applicable Invoice, Content may not be:

(a) used as or incorporated into a trademark, service mark or logo;

(b) used for any unlawful purpose;

(c) used in a defamatory manner or in a manner that violates any person's right of privacy, publicity or moral rights; or

(d) used in a manner that infringes any copyright, trade name, trademark or other intellectual property right.

4.2 AI-Assisted Production Use

Licensee may use artificial intelligence, machine-learning and other automated tools as part of the normal editing, visual-effects and post-production process for the authorized Production.

Permitted uses include editing, enhancement, cleanup, compositing and the addition, removal or alteration of visual elements within the licensed Content, provided that such use remains within the scope of the license granted under this Agreement and the applicable Invoice.

4.3 AI Training and Generative Reuse

Unless expressly authorized in writing by Licensor, Licensee may not:

(a) use the Content, or metadata associated with the Content, to train, fine-tune, develop or improve any artificial intelligence, machine-learning or generative model or system;

(b) use the Content to create or populate a reusable model, dataset, digital environment or other asset derived from the Content for use apart from the authorized Production; or

(c) use the Content as source material to generate materially new footage, camera angles, viewpoints or sequences that are separate from, or materially extend the duration or visual coverage of, the licensed Content, except for ordinary editing, compositing, set extension or visual-effects modifications made as part of the authorized Production.

For clarity, this Section does not prohibit the use of generative or other AI-assisted tools to add, remove or alter elements within the licensed footage as part of the authorized Production.

Licensee shall not provide Content to an artificial intelligence or machine-learning service under terms that authorize the service provider to use the Content independently for model training, development or improvement.

5. CREDIT LINE

If the Production accords screen credit to licensors or suppliers of comparable stock footage or other audiovisual material, Licensee shall accord Licensor a screen credit substantially in the form “Footage supplied by Overflightstock,” with size and placement comparable to such other credits.

No screen credit shall be required where the Production does not accord comparable credits.

Any different credit requirement specified in the applicable Invoice shall apply.

6. RELEASES AND CLEARANCES

Unless expressly stated in writing by Licensor, no model, property or other releases have been obtained with respect to persons, property or other elements depicted in the Content.

The Content is filmed in real-world locations and may depict persons, buildings, artwork, signs, trademarks, trade names, personal property and other elements that may be subject to copyrights, trademark rights, rights of privacy or publicity, moral rights, property rights or other third-party rights.

Licensee is solely responsible for determining whether its intended use of the Content requires any consent, release, permission or additional license from a third party, and for obtaining any such clearance where required. In making that determination, Licensee is responsible for considering the nature and context of the Production and any editing, alteration, compositing or other modification of the Content.

The existence of a model or property release, where expressly identified by Licensor, does not constitute a clearance of any separate copyright, trademark or other intellectual property depicted in the Content unless expressly stated in writing.

7. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

7.1 Licensor Warranties

Licensor warrants that:

(a) Licensor has all rights and authority necessary to enter into this Agreement and to grant Licensee the rights expressly granted hereunder;

(b) no consent or authorization is required from any third party having an ownership or other proprietary interest in the Content itself in order for Licensor to grant the rights provided under this Agreement;

(c) subject expressly to Section 6, Licensee's authorized use of the Content as delivered by Licensor will not infringe any copyright or other proprietary right in the Content itself;

(d) the Content, at the time of delivery, will materially conform to any technical specifications expressly identified by Licensor and will be free from material file corruption or other technical defects that prevent its use as supplied. Licensee's sole and exclusive remedy for breach of this warranty shall be replacement of the affected Content or, if replacement is not reasonably available, refund of the license fee paid for that Content;

(e) Licensor uses reasonable efforts to provide accurate captions, keywords, metadata and other descriptive information, but does not warrant that such information is complete or error-free; and

(f) Licensor's websites, online systems and delivery systems are provided on an “as is” and “as available” basis, and Licensor does not warrant uninterrupted or continuous access or availability.

7.2 Third-Party Rights and Licensee Use

The warranties in Section 7.1 apply only to the Content as delivered by Licensor and do not constitute any representation or warranty regarding persons, property, artwork, trademarks, signs or other third-party elements depicted in the Content, which are governed by Section 6.

Licensor shall not be responsible for any claim, damage, cost or loss to the extent arising from:

(a) Licensee's use of the Content outside the scope of this Agreement or the applicable Invoice;

(b) modifications, alterations, composites or other changes made to the Content by or on behalf of Licensee; or

(c) the context in which Licensee uses the Content,

except to the extent that the claim would have arisen from the Content as originally delivered by Licensor regardless of such modification or context.

7.3 Disclaimer of Other Warranties

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONTENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.4 Limitation of Liability

EXCEPT TO THE EXTENT OF A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE CONTENT OR THIS AGREEMENT, INCLUDING LICENSOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.1, SHALL NOT EXCEED THE LICENSE FEES PAID BY LICENSEE FOR THE CONTENT GIVING RISE TO THE CLAIM.

8. INDEMNIFICATION

8.1 Licensor Indemnity

Subject to Sections 6 and 7, Licensor shall defend, indemnify and hold harmless Licensee, its parent, subsidiaries and commonly owned or controlled affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against any third-party claim, and any resulting damages, liabilities, judgments, settlements, costs and reasonable attorneys' fees, to the extent arising from Licensor's breach of the express representations and warranties contained in Sections 7.1(a), (b) or (c).

8.2 Licensee Indemnity

Licensee shall defend, indemnify and hold harmless Licensor, its parent, subsidiaries and commonly owned or controlled affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against any third-party claim, and any resulting damages, liabilities, judgments, settlements, costs and reasonable attorneys' fees, to the extent arising from:

(a) Licensee's use of the Content outside the scope of this Agreement or the applicable Invoice;

(b) Licensee's failure to obtain any consent, release, permission or additional license for which Licensee is responsible under Section 6;

(c) modifications, alterations, composites or other changes made to the Content by or on behalf of Licensee, or the context in which Licensee uses the Content, except to the extent that the claim would have arisen from the Content as originally delivered by Licensor; or

(d) Licensee's breach of this Agreement.

8.3 Indemnification Procedure

A party seeking indemnification shall promptly notify the indemnifying party of any claim for which indemnification is sought. Failure to provide prompt notice shall relieve the indemnifying party of its obligations only to the extent it is materially prejudiced by the delay.

The indemnifying party shall have the right to control the defense and settlement of the claim with counsel reasonably acceptable to the indemnified party. The indemnified party may participate in the defense with its own counsel at its own expense.

The indemnifying party shall not settle any claim in a manner that admits fault or liability on behalf of, or imposes any material non-monetary obligation upon, the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld.

9. PAYMENT, CANCELLATION AND REFUNDS

9.1 Payment

Payment is due in accordance with the terms stated on the applicable Invoice.

Any license granted under this Agreement is conditioned upon full payment of the applicable Invoice in accordance with those terms.

Delivery or possession of Content for evaluation purposes does not grant a license or create an obligation to pay a license fee unless and until the Content is selected for licensed use or otherwise agreed in writing.

9.2 Cancellation and Refunds

Licensee may request cancellation of a license, credit or refund. Any cancellation, credit or refund is subject to Licensor's written approval.

If cancellation of a license is approved, the extent of any credit or refund shall be determined by Licensor in the circumstances and confirmed in writing.

Upon an approved cancellation, all rights granted with respect to the cancelled Content shall terminate, except to the extent otherwise expressly agreed in writing.

10. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

11. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict-of-laws principles.

The parties consent to the exclusive jurisdiction of the state and federal courts located in the State of New York with respect to any dispute arising out of or relating to this Agreement.

In any action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief to which it may be entitled, subject to the limitations contained elsewhere in this Agreement.

12. WAIVER

No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver of that right or remedy.

Any waiver must be expressly made in writing and shall apply only to the particular circumstance for which it is given. A waiver on one occasion shall not constitute a waiver on any other occasion.

13. CONFIDENTIALITY

Either party may disclose to the other non-public business, technical, production, pricing or other information that is confidential by its nature or is identified as confidential (“Confidential Information”).

The receiving party shall use reasonable care to protect Confidential Information and shall use it only in connection with the parties' business relationship. Confidential Information may be disclosed to employees, contractors, professional advisers and others who reasonably need access to it and who are subject to appropriate confidentiality obligations.

Confidential Information does not include information that:

(a) is or becomes publicly available through no breach of this Agreement;

(b) was lawfully known to the receiving party without an obligation of confidentiality before disclosure;

(c) is lawfully received from another source without an obligation of confidentiality; or

(d) is independently developed without use of the Confidential Information.

A receiving party may disclose Confidential Information where required by law, court order or other legal process, provided that, where legally permitted and reasonably practicable, it gives the disclosing party notice of the required disclosure.

14. ENTIRE AGREEMENT

If Licensor and Licensee are parties to a separately executed master license agreement applicable to the Content, that master agreement together with the applicable Invoice shall govern the transaction, and this EULA shall not apply except to the extent expressly incorporated by the master agreement or Invoice.

Where no applicable master license agreement exists, this EULA together with the applicable Invoice constitutes the entire agreement between Licensor and Licensee concerning the licensed Content and supersedes any prior or contemporaneous discussions, communications or understandings concerning that Content.

The Invoice may identify the licensed Content, Production, permitted scope of use, limitations on use, license fee and other transaction-specific terms contemplated by this EULA. Such terms form part of the Agreement and do not constitute an amendment to this EULA.

In the event of an inconsistency between this EULA and the applicable Invoice, the Invoice shall control with respect to transaction-specific terms expressly stated in the Invoice.

No purchase order, vendor form or other document issued by Licensee shall modify or add to the terms of this Agreement unless expressly agreed to in writing by an authorized representative of Licensor.

Any amendment to this EULA, other than transaction-specific terms contained in an Invoice as provided above, must be in writing and agreed to by authorized representatives of both parties.

15. WRITTEN COMMUNICATIONS AND NOTICES

For purposes of this Agreement, “in writing” includes email sent by an authorized representative of the applicable party unless this Agreement expressly requires a signed document.

Any notice required under this Agreement may be given by email to an email address used by the recipient for licensing, legal or invoicing communications relating to the transaction, or by recognized courier to the recipient's most recently provided business address.

An email notice shall be effective when sent unless the sender receives notice that delivery failed. Courier notice shall be effective upon delivery.

This Section does not govern service of legal process.

EXECUTION

Where the parties elect to execute this Agreement by signature, it may be executed electronically and in counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

OVERFLIGHTSTOCK LTD.

Signature: _____

Name: _____

Title: _____

Date: _____

LICENSEE

Licensee: _____

Signature: _____

Name: _____

Title: _____

Date: _____