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On 4 November 2025 the UK High Court handed down its judgment in the case of *Getty Images (US) Inc (and others) v Stability AI Limited [2025] EWHC 2863 (Ch)* [[High Court Judgment Template](#)].

As one of the first and to date most high-profile intellectual property (IP) infringement claims against an AI developer to make it all the way to trial in the UK courts, the case was originally envisaged as having potential to provide much-needed wide-ranging judicial guidance on the application of existing UK IP law in the field of AI. However, as the case progressed and the scope of Getty's claims gradually reduced to a shadow of the original, it became apparent that this judgment, whilst still of note in respect of a number of key issues, would not be the silver bullet which many had originally anticipated.

The Judgment in Brief

At over 200 pages (alongside an accompanying glossary of key technical terms and appendix concerning the context in which an average consumer would encounter certain Getty registered trade marks) the judgment is long and complex, including detailed discussion of the witness and expert evidence which the Court considered before reaching its findings.

Key takeaways at a high-level are:

- **Primary Copyright Infringement:** by close of evidence at the trial Getty had abandoned its key claims alleging that the training of Stability AI's "Stable Diffusion" AI model and certain of its outputs had infringed Getty UK copyright works and/or database rights. Key reasons for this decision on the part of Getty would appear to be relatively limited evidence of actual potentially infringing output coupled with an acknowledgement that the development and training of Stable Diffusion had not taken place in the UK despite Getty's claim being in respect of its UK rights. As a result, the Court declined to rule on these claims- meaning that the current legal uncertainty in this area continues, to the frustration of many.
- **Secondary Copyright Infringement:** for the purposes of establishing a secondary copyright infringement claim, the Court has confirmed that the model weights used in the training of an AI model can be considered "articles" for the purposes of the relevant legislation. However, in this case the Court went on to find that those model weights did not themselves contain any Getty copyright works and so could not be considered an infringing copy.

Whilst this is helpful guidance, it has long been accepted that references to an "article" in the relevant legislation covers both tangible and intangible items, hence this was an unsurprising decision for the Court to reach.

- **Trade Mark Infringement:** the Court held that there was some limited evidence that certain earlier versions of Stable Diffusion had produced outputs which included a "Getty Images" UK registered trade mark as a watermark thereby infringing Getty's registered trade mark. However, the Court emphasised that this finding is both "*historic and extremely limited in scope*" and that as a result of changes which had been made to later versions of Stable Diffusion, it could not hold that there was likely to be any continuing proliferation of such infringing output from Stable Diffusion.
- **Exclusive Licensee Claims:** the Court has confirmed that when bringing a copyright infringement claim in the capacity of an exclusive licensee (as opposed to copyright owner) the Court will consider in detail whether the licences in question meet the relevant legislative definition of an "exclusive licence". As such, it must be a completely exclusive licence, excluding even the rights of the copyright owner themselves, granted to only one licensee and it must be signed. That said, the Court will be willing to apply a very broad definition when deciding whether those have been "signed" (e.g. not just wet ink but includes online acceptance). Again, whilst useful guidance, this essentially just confirms the already accepted interpretation of this legislation.
- **Additional Damages Claim:** as a result of the very limited findings of trade mark infringement on the part of Stability AI alongside the abandonment of the primary copyright infringement claims and failure of the secondary copyright infringement claim, the Court rejected Getty's claims for additional/aggravated damages. The Judge noted that she could not hold that there had been any blatant and widespread infringement of UK IP rights by Stability AI, as Getty had claimed which would have justified an award of such damages.

Background to the Claims

Getty is one of the world's largest image libraries with a library of over 477 million images which it licenses for use, many of which are used by Getty itself under licence. Getty images are frequently returned in online search results featuring as a prominent watermark a "Getty Images" UK registered trade mark intended to assert Getty's rights in that image/act as a deterrent to unlicensed use and as a badge of origin for the image.

Stability AI's "Stable Diffusion" is a type of generative AI model referred to as a latent diffusion model which in very simple terms transforms user input/commands into an output in the form of a synthesised image by modelling a probability distribution based on its training data and then sampling from that distribution.

In early 2023 Getty filed a claim against Stability AI in the UK High Court alleging extensive infringement of Getty's IP rights by Stability AI and its Stable Diffusion model with Getty's original claim including that:

- Stability AI had used URLs to a significant volume of Getty's images without its consent in the datasets used to train certain versions of Stable Diffusion (Getty alleged 7.3 million of its images had been used in respect of v1 of Stability AI and 4.4 million in respect of v2) with those having been downloaded by Stability AI in the UK thereby infringing Getty's UK copyright and database rights in those images (the **Training and Development Claim**);
- certain of the outputs produced by Stable Diffusion infringed its UK copyright and database rights (the **Output Claim**);
- for the purposes of sections 22, 23, and 27 of the Copyright, Designs and Patents Act 1988 (the **CDPA**) making the model weights used in the training of Stable Diffusion available for download in the UK should be considered an "article" which is an "infringing copy" because had those been imported into the UK or made in the UK then those would have constituted an unauthorised copy of Getty copyright works (the **Secondary Copyright Infringement Claim**); and
- the normal use of some of the earlier versions of Stable Diffusion in the UK would in some cases have generated synthetic images bearing Getty's registered trade mark as a watermark constituting trade mark infringement under sections 10(1) to (3) of the Trade Marks Act 1994 (the **Trade Mark Infringement Claim**) and/or actionable misrepresentation under the law of passing off (the **Passing Off Claim**). However, Getty did not make any such claims in respect of more recent versions of Stable Diffusion.

In some cases, Getty's claims related not only to the IP rights in images which Getty itself owned but also encompassed images which Getty claimed it had exclusively licensed use of from circa 50,000 contributors/licensors thereby allowing Getty to exercise the enforcement rights granted to exclusive copyright licensees under section 101 of the CDPA (the **Exclusive Licensee Claim**). In addition, Getty also sought to join one of these third party licensors as a claimant to the proceedings as a representative claimant on behalf of these 50,000 licensors (the **Representative Claim**).

Reduction in Claims

During the course of ten interim hearings and the trial itself the scope of Getty's original claims were significantly reduced. In particular:

- **The Output Claim**

The Output Claim was eventually abandoned by Getty following the close of evidence at the trial.

Despite its initial claim that millions of Getty images had been used in the training datasets for Stable Diffusion (although based on the evidence available to the Court it declined to reach any finding as to the volume of images which may have been used, considering it unnecessary to do so) Getty eventually sought to rely in its evidence for the Output Claim on just 17 of its copyright works (which then further reduced to 13 due to title issues with some of those works) and circa 200 "representative examples" of outputs produced by Getty from Stable Diffusion which had been obtained using input text prompts which were either taken verbatim from the image description used on the Getty website for the original image in respect of which infringement was claimed or a reworked version of those descriptions.

It was also acknowledged by Getty that the input/commands which it had used to generate the infringing output which Getty had relied upon in its evidence had been blocked by Stability AI for use with later versions of Stable Diffusion meaning that the primary relief/remedy which Getty would have been entitled to had the Output Claim been successful had already been substantially achieved.

A judgment on the Output Claim alongside the Training and Development Claim was the most hotly anticipated part of the case but ultimately this was not provided due to the claim being abandoned – as noted in the judgment, despite the significance of the case to wider industries, a court cannot consider or rule on issues that have been abandoned during a trial nor consider arguments which are no longer relevant to the outstanding claims.

- **The Training and Development Claim**

Alongside the Output Claim Getty also abandoned the Training and Development Claim following the close of evidence at the trial.

This was primarily as a result of Getty's acknowledgement during the trial that whilst its claim related to Getty UK copyright and database rights there was no evidence that any training or development of Stable Diffusion had actually taken place in the UK.

- **The Representative Claim**

As noted, as part of the Representative Claim Getty had sought to have a single third party licensor (Thomas M Barwick Inc) join the proceedings to act as a representative claimant on the behalf of the circa 50,000 exclusive licensors whose copyright Getty alleged had been infringed in addition to its own.

However, in a January 2025 judgment the Court rejected that claim on the grounds that it would require an individual assessment to be made as to whether copyright works belonging to each of those 50,000 licensors has actually been used in the datasets used to train Stable Diffusion.

The Court did though allow Getty to continue in its own name with the Exclusive Licensee Claim triggering a dispute as to whether Getty's standard form contributor agreements met the criteria for an exclusive licence under section 92 of the CDPA.

The Remaining Claims

As a result of the reduction in scope of Getty's claim, relatively few issues remained for the Court to rule on in its judgment being:

- **The Secondary Copyright Infringement Claim**

Sections 27(2) and (3) of the CDPA provide that for secondary copyright infringement purposes an "article" is an infringing copy if:

- its making (in the UK) would constitute an infringement of a third party's copyright; or
- it has been (or is proposed to be) imported into the UK and its making (in the UK) would either constitute an infringement of a third party's copyright or breach an exclusive licence relating to that copyright.

As a result, for the Secondary Copyright Infringement Claim to succeed it was necessary for Getty to successfully argue that:

- the "model weights" used during the training of Stable Diffusion were capable of being considered an "article" – model weights are the numerical parameters that determine the importance of features in a dataset and are extensively used in the training of large language generative AI models (often extending to billions of individual model weights). In simple terms, model weights are best thought of as similar to volume controls which are adjusted as an AI model learns to determine how much influence each input from a dataset has on the final output; and
- those model weights were an infringing copy of Getty's UK copyright works.

In something of a Pyrrhic victory for Getty the Court agreed with its position that references to an "article" in the CDPA encompassed both tangible and intangible articles (such as electronic copies stored in an intangible form) meaning that the model weights could be considered an "article." As noted in judgment, whilst at the time of the CDPA nearly 40 years ago the primary means of electronic storage always involved some form of physical media, references in the definition of copying set out section 17 of the CDPA to reproducing copyright works in "any material form [including] storing ... in any medium by electronic means" was plainly intended by Parliament to cover any means of storing electronic copies and thus must be capable of including modern means of storage such as cloud.

However, the Court went on to hold (as Getty had already accepted) that those model weights did not themselves contain any copies of Getty copyright works and so were not themselves an infringing copy of any Getty copyright works. As noted in the judgment, whilst during the training process model weights are altered as a result of exposure to copyright works by the end of that process the relevant AI model does not itself store any of those copyright works and the model weights themselves are not an infringing copy and do not store any infringing copies- final model weights are purely the product of the patterns and features which they have learnt over time during the training process.

As a result of this finding the Court dismissed the Secondary Copyright Infringement Claim.

- **The Trade Mark Infringement Claim**

Stability AI argued that Getty had only been able to produce limited evidence that Stable Diffusion had generated synthetic images bearing Getty's registered trade mark as a watermark thereby constituting trade mark infringement and/or passing off as Getty had claimed.

In particular, Stability AI argued that many of the output examples cited by Getty in its evidence had been produced as a result of "litigation experiments" by Getty's advisors involving input/commands which were either taken verbatim from the image description used on the Getty website or a reworked version of those descriptions (i.e. the input/command was deliberately structured to produce output likely to include Getty's registered trade mark as a watermark) with very limited or no evidence (dependent on the version of Stable Diffusion in question) that any user "in the wild" had actually been provided with such output (or would indeed have provided any input/commands in the same/a similar format to those which Getty had used).

Ultimately Getty enjoyed only limited success with the Trade Mark Infringement Claim as the Court held that on balance at least one UK user of certain of the earlier versions of Stable Diffusion would have been provided with output bearing Getty's registered trade mark as a watermark thereby constituting trade mark infringement. The Court though went on to acknowledge that it had reached this finding based on an extremely small number of samples and had no means of assessing the actual scale of any infringement "in the wild".

However, there was no evidence of a single UK user having been provided with output bearing Getty's registered trade mark as a watermark by later (post April 2023) versions of Stable Diffusion and it was accepted that in these later versions of Stable Diffusion Stability AI had blocked use of the input/commands which Getty had cited as being responsible for the production of infringing output.

As such the Court held that on the available evidence there was no basis whatever to find (or deduce) as Getty had tried to argue that there would "*continue to be a proliferation of synthetic output images bearing the [Getty] Marks*" and that to the extent it had found evidence of trade mark infringement in outputs produced by earlier versions of Stable Diffusion, that finding was both "*historic and extremely limited in scope*".

- **Additional Damages Claim**

As a result of the findings in respect of the Trade Mark Infringement Claim alongside the dismissal of the Secondary Copyright Infringement Claim and abandonment of both the Training and Development and Output Claims the Court held that there were no grounds for Getty to claim, as it had, for additional/aggravated damages for copyright infringement under section 97(2) of the CDPA nor for trade mark infringement under the Intellectual Property (Enforcement etc.) Regulations 2006 before going on to note that Getty may through be able to maintain such claims in the jurisdiction in which Stable Diffusion had in fact been trained.

- **Passing Off Claim**

As a result of its findings on the Trade Mark Infringement Claim the Court declined to address the Passing Off Claim noting that whilst the parties had been given the opportunity to make further submissions on that claim when the judgment was circulated in draft neither party had sought to do so and, in circumstances where neither party invites the court to consider a point further, there is no need for it to do so.

- **The Exclusive Licensee Claim**

Section 92(1) of the CDPA defines an “exclusive licence” as:

“a licence in writing signed by or on behalf of the copyright owner authorising the licensee to the exclusion of all other persons, including the person granting the licence, to exercise a right which would otherwise be exercisable exclusively by the copyright owner”

For the purposes of the Exclusive Licensee Claim Stability AI sought to argue that the standard form licence agreements entered into by Getty with its contributors/ licensors failed to meet these criteria for three possible reasons:

- under the terms of certain of its licence agreements (governed by New York law), the relevant licensee was defined as Getty Images (US) Inc. and “each of the entities, controlling or controlled by or under common control with Getty Images” (although some later versions of these licences instead provided for an exclusive licence to be granted to Getty Images (US) Inc. with a right to sub-licence to its affiliates). Stability AI therefore argued that these licenses should not be considered exclusive as rights were granted to more than one licensee (the **Multiple Entity Point**);
- under other licence agreements (governed by English law) in addition to the licence grant to Getty the contributor/ licensor also warranted that it would not licence its content [other than to Getty] “except occasionally and then only for legitimate creative purposes” which Stability AI argued meant the licence could not be considered exclusive (the **Carve Out Point**); and/or
- that in certain cases, Getty had failed to produce evidence of an exclusive licence agreement having been signed by or on behalf of the relevant contributor/licensor (the **Signature Point**). Initially it was envisaged that there was also likely to be a dispute between the parties as to what constituted a “signed” licence for the purposes of section 92(1) of the CDPA however, by the time the case reached trial the parties had reached broad agreement that the wider CDPA and relevant case law meant it was acceptable for a licence to have been “signed” by a contributor/licensor having clicked on an “I Accept” or “I Agree” button or by applying some form of electronic signature.

Under an earlier order the Court had directed that the Exclusive Licensee Claim would be assessed on the basis of 14 sample licence agreements selected by the parties from 14 groups of licence agreements with its findings in relation to each sample agreement then being applied to all of the licences within the relevant group.

In its judgment the Court considered each of these sample licences by reference to the points raised by Stability AI finding that:

- **Multiple Entity Point:** for the vast majority of these licences the Court agreed with Stability AI that they could not be considered exclusive as the licence was granted to multiple different entities – whilst that was permitted for exclusive licence agreements under New York law it was not permitted under English law. However, the Court did find that the later licences which granted an exclusive licence to Getty Images (US) Inc. with a right for it to sublicense to its affiliates could be considered exclusive.
- **Carve Out Point:** the Court held that in isolation the relevant warranties did not mean that these licences were automatically non-exclusive. The Court noted that not all of a right-holder’s rights need to be the subject of an exclusive licence and the relevant carve-outs did not permit the contributor/licensor to generally licence the relevant content. The Court went on to note that even if that conclusion was wrong, it considered the drafting of the relevant warranty to be so vague as to unenforceable and not capable of affecting the provisions of the rest of the licence.
- **Signature Point:** as noted, the question as to what constituted “signed” for the purposes of section 92(1) of the CDPA had ceased to be in dispute by the time the case reached trial with the judgment noting that by then the parties were in agreement that section 178 of the CDPA defines “writing” as including “any form of notation or code, whether by hand or otherwise, and regardless of method...” with it following that “signed” should be interpreted equally as broadly because a licensor needs to sign a licence in the medium in which it exists. As such, this essentially became an evidential issue concerning whether Getty could demonstrate that each exclusive licence had been signed by the relevant licensor rather than what constituted a signature.

As a result of applying these findings to each group of licence agreements the Court held that Getty had sufficient standing as an exclusive licensee to claim for copyright infringement in the case of seven out of the 14 sample licence agreements.

Key Takeaways

Key takeaways from the judgment are dependent on whether the reader is an AI developer or rights holder but include:

- **The enforcement challenge:** the judgment reiterates that there are significant evidential and legal hurdles which rights holders must overcome under current UK law when seeking to enforce their rights against AI developers suspected of misusing their works. As the judgment demonstrates, it is insufficient for a rights holder to simply have a suspicion that there is (widespread) unauthorised use of their works or that an AI model *might* be capable of producing infringing output – evidence of (extensive) actual unauthorised use/infringement must be produced together with evidence that the alleged unauthorised use/ infringement has taken place in the UK.

Many smaller rights holders are likely though to view the judgment as yet more evidence that they continue to be in a “David and Goliath” situation and that the government must act to change the law to afford them greater protection. However, as the government has already found that may prove more challenging than was originally thought [[Clock is Ticking for Responses to UK Government Consultation on Copyright and Artificial Intelligence | Global IP & Technology Law Blog](#)].

- **Location, location, location:** for AI developers the judgment shows that a strategic approach to the locations in which AI development and training takes place can provide a potential defence to infringement claims in other jurisdictions. As such, AI developers may increasingly favour development/training locations with the clearest and most favourable laws for them.
- **Hold onto the rails:** the judgment demonstrates that taking steps to design AI models in a way that proactively imposes guard rails to mitigate the risk of potentially infringing output is an important way in which AI developers can mitigate the risk of infringement claims. As is apparent from the judgment, the Court placed significant weight on the fact that later versions of Stable Diffusion blocked user input/commands most likely to produce output potentially infringing of Getty registered trade marks (and had also been trained using a filter designed to prevent reproduction of Getty registered trade marks in output). Moving forward AI developers would be well advised to incorporate measures which proactively seek to prevent models from being easily prompted to create potentially infringing output.

- **Ensure that exclusive licences really are exclusive (and are signed):** whilst to some extent the Exclusive Licensee Claim may be viewed as a sideshow it reiterates the point that where a copyright licensee is taking an exclusive licence and may in future wish to take enforcement action against infringers in its own name then it must ensure that the relevant licence agreement meets the criteria for an exclusive licence under 92(1) of the CDPA, that particular care is exercised when drafting licence grants intended to benefit more than one entity within the licensee’s group and that the licence is signed and a copy retained for evidential purposes.

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