

HEADS OF TERMS

Archival Ink Gallery — Platform Licensing Agreement

June 2026 | Confidential

This Heads of Terms summarises the principal commercial terms agreed between **Paul Michael Sparks** ("Developer") and **Eric Weiz** ("Owner") for the ongoing licensing of the Archival Ink Gallery platform. These terms are non-binding pending execution of the full Platform Services Agreement.

1. THE PARTIES

Developer	Paul Michael Sparks
Owner	Eric Weiz, Archival Ink Gallery
Platform	The headless Shopify e-commerce gallery platform at archivalinkgallery.com — including storefront, artist pages, cart, checkout integration, email automation, view-in-room feature, SEO architecture, and admin dashboard.

2. AGREEMENT STRUCTURE

This is a **platform licensing arrangement**. Developer built and delivered the Platform without an upfront development fee, in exchange for an ongoing revenue share. Developer retains full ownership of the Platform code at all times. There is no acquisition or IP transfer under this agreement.

3. PLATFORM SERVICES FEE

Owner pays Developer a total Platform Services Fee of **25% of monthly Platform Revenue**, comprising two components:

Component	Rate	What It Covers
Licensing Fee	15%	Compensation for building and delivering the Platform without an upfront fee. Covers Developer's IP, architecture, design, and all development work invested prior to Platform Launch Date.
Maintenance Fee	10%	Covers ongoing operational maintenance of existing Platform functionality. See Section 4.
Total	25%	Of monthly Platform Revenue, paid as one combined payment.

Rate basis	25% of actual monthly Platform Revenue only. No minimum monthly payment applies. If Platform Revenue is \$0 in any given month, no fee is due for that month.
Due date	Within 15 days of each calendar month close
Revenue definition	Gross sales processed through the Platform, net of refunds and chargebacks
Advertising costs	Google Ads and all paid advertising are funded entirely by Owner at Owner's expense. Developer manages campaigns at Owner's direction under a separate Statement of Work if applicable.
Reporting	Owner provides monthly revenue report; Developer has right to audit on 14 days' notice

4. WHAT THE MAINTENANCE FEE COVERS

The 10% Maintenance Fee covers ongoing operational maintenance of existing Platform functionality only:

- Bug fixes that prevent existing features from working as originally built
- Security patches to third-party dependencies
- Compatibility updates for Shopify Storefront API changes affecting existing features
- Email support for operational issues (response within 3 business days)

Not included in either fee component: new features, redesigns, ad management, content updates, integrations, or any development work beyond the above. All additional work is quoted and invoiced separately under a Statement of Work. Full scope detail is set out in the Scope of Services Addendum at the end of this document.

5. INTELLECTUAL PROPERTY

Code ownership	Developer retains full ownership of the Platform code, architecture, and all custom development at all times.
Owner's licence	Owner receives a non-exclusive, non-transferable licence to operate the Platform for the purpose of running archivalinkgallery.com during the term of this Agreement.
Exclusivity	This licence is non-exclusive. Developer may license the same underlying platform architecture to other clients subject to Section 6. Full exclusivity requires a separate acquisition agreement and full IP transfer.
Owner's content	All artwork images, artist information, product data, and customer data remain Owner's property.

6. NON-COMPETE AND MARKET PROTECTION

6.1 Core Restriction

During the Active Term, Developer agrees not to license or deploy the Platform — or a materially equivalent white-label gallery platform built on it — directly to a third-party business that operates as a Direct Commercial Competitor of Owner (as defined in Section 6.2). Separately, Developer will not at any time use or disclose Owner's Confidential Information, customer data, or trade secrets in providing services to any third party. This Section is intended to protect Owner's legitimate competitive and confidential interests, not to restrain Developer's general right to build or license gallery software.

6.2 Definition of "Direct Commercial Competitor"

A direct commercial competitor means a business that meets **ALL** of the following criteria:

- Operates an online gallery representing multiple artists (not individual artist portfolio sites)
- Sells artwork to collectors in the same geographic market and collector demographic as Owner
- Is a third party (not affiliated with Owner or Developer)

Definitions for this Section: "Same geographic market" means any market where Owner currently operates or has operated the Platform in the preceding 12 months. "Collector demographic" means collectors purchasing fine art in the \$500+ price range.

For clarity, direct competitors include platforms such as Saatchi Art, Artsy, or 1stDibs. Non-art commercial businesses and collaborative projects are explicitly excluded.

6.3 Restricted Period

The competitive restriction in Section 6.1 applies during the Active Term only. After termination, Developer may license the Platform to other gallery clients, including multi-artist galleries. Developer's obligation not to use or disclose Owner's Confidential Information, customer data, and trade secrets (Section 11) survives termination indefinitely. The parties intend any post-termination protection to rest on confidentiality and trade-secret grounds rather than a restraint on Developer's trade, consistent with California law.

6.4 Right of First Discussion — Fine Art Creators

During the Active Term, if an individual artist whose primary medium is fine art painting, sculpture, limited-edition prints, or similar two-dimensional or sculptural wall-art forms approaches Developer to discuss potential representation, collaboration, or partnership before Developer commits to the artist. If Owner declines to engage within the 7-day period, Owner expressly waives any claim that Developer's subsequent engagement with the artist violates Section 6.1, provided the artist is primarily a fine art creator and the engagement occurs more than 7 days after Developer's initial notice to Owner. This provision does not apply to photographers, filmmakers, digital artists, performance artists, or artists in non-wall-art media.

This restriction does not apply to:

- Non-art commercial uses of any Platform components (real estate, interior design, hospitality, retail)
- Any collaborative project between Developer and Owner, including any future multi-vendor art marketplace (see Section 7)
- Any engagement initiated after this Agreement has terminated

7. FUTURE COLLABORATION — ART VERSE

The parties acknowledge that they have discussed the potential development of a multi-vendor online art marketplace ("Art Verse") in which Owner would contribute artist relationships, industry expertise, and curatorial direction, and Developer would contribute platform architecture and technical development.

If the parties elect to pursue Art Verse or any similar marketplace project, it shall be governed by a separate joint venture or partnership agreement negotiated between the parties at that time. Nothing in this Agreement obligates either party to proceed with Art Verse, nor does it grant either party rights in any future project beyond what is expressly agreed in a separate written instrument.

Right of first discussion: If Developer intends to develop a multi-vendor art marketplace with any third party, Developer agrees

to notify Owner and allow 30 days for the parties to discuss a potential collaboration before Developer proceeds with a third-party partner.

8. PLATFORM LAUNCH DATE & PAYMENT CLOCK

The first payment is due 15 days after the first full calendar month following the **Platform Launch Date** — the date the Platform is publicly accessible at archivalinkgallery.com, confirmed in writing by both parties. The password gate must be disabled and the domain must be live on production hosting for the Launch Date to be confirmed.

9. TERM AND TERMINATION

Term	Ongoing from Platform Launch Date until terminated by either party.
Notice	90 days written notice required by either party to terminate.
On termination by Owner	Platform access ceases. Developer retains all code. Owner retains all content and customer data. No further fees accrue after the notice period.
On termination by Developer	Developer provides 90-day wind-down period. Owner receives a read-only data export of all customer and transaction records.
Abandonment	If platform revenue is \$0 for 6 consecutive months and Owner has not communicated active intent to resume, Developer may terminate on 30 days' written notice.

10. GALLERY SALE

If Owner sells the gallery business within 36 months (3 years) of the Platform Launch Date, Developer receives **10% of the platform-attributable portion of the sale price**, up to a maximum of \$100,000. "Platform-attributable" means the value reasonably allocated to the e-commerce infrastructure, SEO architecture, and digital storefront. If the sale agreement does not separately and in good faith allocate such value, the platform-attributable portion shall be deemed fifteen percent (15%) of the total sale price for this calculation (the 10% fee and \$100,000 cap still apply). This clause survives termination of the licensing agreement.

11. CONFIDENTIALITY

Both parties agree to treat the terms of this agreement and all technical, financial, and business information shared during the engagement as confidential. The full Mutual Non-Disclosure Agreement is contained in the Combined Platform Services Agreement.

12. NEXT STEPS

1. Both parties initial this document to confirm agreement on principal terms
2. Both parties execute the full Platform Services Agreement
3. Developer deploys Platform to production hosting and confirms Platform Launch Date in writing
4. Payment clock begins from the first full calendar month following Platform Launch Date

FEE SUMMARY AT A GLANCE

Component	Rate	@ \$10K	@ \$30K	@ \$50K
Licensing Fee	15%	\$1,500	\$4,500	\$7,500
Maintenance Fee	10%	\$1,000	\$3,000	\$5,000

Developer receives	25%	\$2,500	\$7,500	\$12,500
Owner keeps	75%	\$7,500	\$22,500	\$37,500

No minimum monthly payment. Fee calculated on actual Platform Revenue only.

AGREED IN PRINCIPLE — INITIALS TO CONFIRM

Initialling confirms agreement on the above terms and authorises both parties to proceed to full contract execution.

Developer

Owner

Paul Michael Sparks

Eric Weiz

Initials: _____ Date: _____

Initials: _____ Date: _____

This document is a summary of principal terms only and is not legally binding. The full Platform Services Agreement constitutes the binding contract between the parties.

SCOPE OF SERVICES ADDENDUM

Incorporated by reference into the Heads of Terms and Platform Services Agreement

This Addendum defines the boundary between services covered by the 25% Platform Services Fee and services that require a separate Statement of Work. In the event of any conflict between this Addendum and the main Agreement, this Addendum controls with respect to scope of services.

1. INCLUDED SERVICES (Covered by the 25% Platform Services Fee)

Developer's obligations are limited to maintaining the operational integrity of the Platform as delivered on the Platform Launch Date. "Maintenance" means:

- Correcting software defects (bugs) that prevent existing, documented features from functioning as originally built
- Applying security patches to third-party dependencies as needed to protect against known vulnerabilities
- Ensuring continued compatibility with Shopify Storefront API changes that affect product display or checkout redirect functionality
- Responding to Owner-reported operational issues via email within three (3) business days

2. EXCLUDED SERVICES (Require a Separate Statement of Work)

The following are expressly outside the scope of the Platform Services Fee. Each item shall be scoped, priced, and invoiced under a separate written Statement of Work signed by both parties before work begins:

- New features, functionality additions, or platform enhancements not present on the Platform Launch Date
- UI/UX redesigns, visual refreshes, or changes to page layout, navigation, or design system
- New third-party integrations (analytics, CRM, email marketing, payment gateways, etc.)
- Content updates, product data entry, artwork uploads, artist biography edits, or inventory management
- Google Ads campaign management, Meta Ads management, SEO consulting, or any paid advertising strategy or execution
- Domain registration, DNS configuration, SSL certificate management, or hosting account setup
- Data migration, database exports, or data analysis beyond what is needed to diagnose an operational defect
- Training, onboarding documentation, or technical support beyond the email response described in Section 1

3. SCOPE CHANGE PROCEDURE

When Owner requests work outside Section 1, Developer will provide a written scope and fee estimate within five (5) business days. No excluded work shall commence until both parties have signed a Statement of Work. The Platform Services Fee does not obligate Developer to perform any excluded work at any price.

4. NO PARTNERSHIP

The 25% Platform Services Fee is a licensing and maintenance fee for use of the Platform software. It does not constitute a partnership, joint venture, or agency relationship in respect of the Archival Ink Gallery business. Developer has no authority to make business decisions on behalf of Owner and assumes no liability for the financial performance of the gallery, advertising results, or sales outcomes. Any future collaborative projects between the parties (including Art Verse) are governed by separate agreements as described in Section 7 of the Heads of Terms.