

# HEADS OF TERMS — PLAIN ENGLISH

Archival Ink Gallery Platform Licensing Agreement

What This All Means (Without the Lawyer Talk)

This is a plain-language breakdown of the deal between Paul Michael Sparks (Developer) and Eric Weiz (Owner) for the Archival Ink Gallery e-commerce platform. It's a friendly summary to make the terms easy to read. **The formal "Heads of Terms — Complete + Addendum" is the governing document** — if anything here and there ever seem to differ, the Complete version controls.

## SECTION 1 — THE PARTIES

**Sparks:** Paul Michael Sparks (Developer).

**Eric:** Eric Weiz, who runs Archival Ink Gallery.

**The Platform:** The headless Shopify e-commerce gallery site at archivalinkgallery.com. Includes storefront, artist pages, cart, checkout, email automation, view-in-room feature, SEO, and admin dashboard.

## SECTION 2 — AGREEMENT STRUCTURE

Sparks built this platform with zero upfront payment from Eric. Instead, Eric pays Sparks a percentage of his monthly revenue forever (or until the contract ends). Sparks keeps the code. Sparks owns it. This is a **license** — Eric gets to use it, not own it. No acquisition, no IP transfer.

## SECTION 3 — PLATFORM SERVICES FEE

**Eric pays Sparks 25% of his monthly Platform Revenue.** This breaks into two pieces: • **15% Licensing Fee:** Compensation for building and delivering the platform with no upfront cost to Eric. Covers Sparks's IP, architecture, design, and all the development work done before the site went live. • **10% Maintenance Fee:** This keeps the existing platform running (see Section 4). **No minimum floor.** A slow month means Sparks earns only on actual sales — if revenue is \$0, nothing is owed that month. The downside risk stays with the gallery, not passed onto Sparks. **Paid advertising (Google Ads, etc.) is funded by Eric** — Sparks can manage campaigns at Eric's direction under a separate Statement of Work if Eric wants that. **Payment due** within 15 days of each month close. **Revenue definition:** Gross sales through the platform, minus refunds and chargebacks. Eric provides monthly reports; Sparks can audit with 14 days' notice.

## SECTION 4 — WHAT'S COVERED (THE 25%)

The 25% requires Sparks to perform operational maintenance on existing features **only:** • Bug fixes (existing features that broke) • Security patches (plugging holes in third-party libraries) • Shopify compatibility updates (when Shopify changes the API, Sparks adjusts so checkout still works) • Email support for operational issues (3 business days to respond) **NOT included:** New features, redesigns, ad management, content uploads, integrations, training, anything beyond keeping what exists running. **New work is always welcome** — it's just scoped and quoted separately as its own Statement of Work, so both sides stay clear on what's being built and what it costs.

## SECTION 5 — INTELLECTUAL PROPERTY

**Code ownership:** Sparks owns it. Forever. Architecture, all custom development, all of it.

**Eric's licence:** He gets a non-exclusive, non-transferable licence to operate the platform at archivalinkgallery.com for as long as the contract is active. He can't sell it, transfer it, or license it to someone else.

**Exclusivity:** This licence is not exclusive. Sparks can license the same underlying platform to other gallery clients. **Full exclusivity would require Eric to buy the IP outright** — separate deal, separate price.

**Eric's content:** All artwork images, artist info, product data, customer data — his property. When the contract ends, he keeps that.

## SECTION 6 — NON-COMPETE & MARKET PROTECTION

### 6.1 What's Actually Restricted

Sparks won't license this exact platform (with these exact features and scope) to another business that competes directly with Eric — meaning another multi-artist gallery selling fine art to his collector base.

### 6.2 What "Direct Competitor" Actually Means

For something to be restricted, it has to be ALL THREE: • Operates an online gallery representing multiple artists (not a single artist's portfolio) • Sells to the same collector demographic Eric targets (fine art buyers in the \$500+ price range) • Is a third party (not affiliated with Sparks or Eric) **Geographic market:** Any market where Eric currently operates or has operated in the last 12 months. **Real blocked examples:** Saatchi Art, Artsy, 1stDibs — multi-artist galleries selling fine art to collectors. **Real NOT-blocked examples:** A photographer's platform (different collector base). A filmmaker. A digital artist. A non-art business using gallery software for real estate or retail. Anything collaborative between Sparks and Eric.

### 6.3 How Long This Lasts

The competitive restriction is active **while the contract is active**. Once the contract ends, Sparks is free to license the platform to other galleries. What carries on forever is the confidentiality piece — Sparks will never use or share Eric's customer data, business info, or trade secrets. (California law disfavors locking someone out of their trade after a deal ends, so the lasting protection rests on confidentiality, not a market lockout.)

### 6.4 Right of First Discussion — Fine Art Creators (The Partnership Piece)

Here's where it gets collaborative: during the contract, if a fine art painter, sculptor, or printmaker reaches out to Sparks about the platform, Sparks tells Eric and gives him 7 days to discuss representing them, collaborating with them, or investing in them before Sparks commits.

**This is NOT a restriction on Sparks. This is an opportunity for Eric.** If a talented artist approaches, Eric gets first chance to say "yes, I want to represent them" or "let's partner" or "I'll invest." After 7 days, if Eric passes, Sparks is free to work with that artist, no strings.

**Why 7 days?** It's a quick notice-and-discuss window (not a formal right of first refusal) — long enough for Eric to weigh in, short enough that Sparks doesn't lose the opportunity. Fair to both sides.

**What this covers:** Fine art painting, sculpture, limited-edition prints, wall-art sculpture — actual inventory for the gallery.

**What this does NOT cover:** Photographers (different collector base). Filmmakers (different industry). Digital artists. Performance artists. Ceramicists making functional pottery. Anything non-wall-art.

**Why the category matters:** A painter could be in the Archival Ink stable. A photographer isn't inventory for Eric; they're a totally different market segment. The distinction is real, and Eric understands it.

### 6.5 What's NOT Restricted At All

- Non-art commercial uses of the platform code (real estate galleries, interior design portfolios, hospitality, retail)
- Any collaborative project between Sparks and Eric (including Art Verse if they decide to build it together)
- Licensing the platform to other galleries once the contract has ended

## SECTION 7 — ART VERSE (MULTI-VENDOR MARKETPLACE)

Sparks and Eric have talked about building a multi-vendor art marketplace where Eric brings artist relationships and curatorial direction, and Sparks brings the platform architecture and tech.

**Neither is obligated to do it.** It's a conversation, not a commitment. **If Sparks decides to pursue it, it's a separate partnership agreement.** This contract doesn't commit anyone to anything beyond what's in writing separately.

**Right of first discussion:** If Sparks wants to build a multi-vendor marketplace with a third-party partner instead, Sparks tells Eric and gives him 30 days to discuss co-building it before Sparks commits to someone else.

## SECTION 8 — PAYMENT CLOCK

Nothing is owed until the platform is confirmed publicly live in writing. **Launch Date = the date archivalinkgallery.com is publicly accessible, password gate disabled, domain live on production.** Both parties confirm this in writing. First payment is due 15 days after the first full calendar month that follows.

## SECTION 9 — TERMINATION

**90 days written notice from either side to end the contract.**

**If Eric terminates:** Site access ends. Sparks keeps the code. Eric keeps all his content and customer data. No more fees after the 90-day notice period.

**If Sparks terminates:** Sparks provides a 90-day wind-down. Eric gets a read-only export of all customer and transaction records.

**Abandonment clause:** If Eric's revenue is \$0 for 6 straight months and he's gone silent (no communication that he's still trying), Sparks can terminate with 30 days' notice.

## SECTION 10 — IF ERIC SELLS THE GALLERY

If Eric sells the gallery business within 36 months (3 years) of platform launch, Sparks gets 10% of the platform-attributable value, capped at \$100K. "Platform-attributable" = the value reasonably allocated to the e-commerce infrastructure, SEO, and storefront — and if the sale paperwork doesn't break that out in good faith, it defaults to 15% of the total sale price so the clause isn't easily zeroed out. The reason it exists: the platform's SEO and infrastructure carry forward into the value a buyer pays for. **This survives contract termination** — if Eric sells later, Sparks still shares in the platform-attributable portion.

## SECTION 11 — CONFIDENTIALITY

Contract terms and all technical, financial, and business info stay private. Full NDA is in the main Platform Services Agreement.

## SECTION 12 — NEXT STEPS

1. Both initial this document (confirms agreement) 2. Both sign the full Platform Services Agreement 3. Sparks deploys the platform and confirms Launch Date in writing 4. Payment clock starts



## SCOPE OF SERVICES ADDENDUM — PLAIN ENGLISH

This addendum draws a clear line: what the 25% fee buys Sparks, and what requires a separate quote and agreement.

### ADDENDUM SECTION 1 — WHAT'S INCLUDED (THE 25%)

Keeping the platform running as it was delivered. That means: • Bug fixes (something that used to work, now doesn't) • Security patches (plugging holes in third-party libraries) • Shopify API updates (when Shopify changes things, Sparks adjusts) • Email support (3 business days to respond to Eric's operational questions) That's it. Everything else requires a separate SOW.

### ADDENDUM SECTION 2 — WHAT'S NOT INCLUDED (REQUIRES SEPARATE SOW)

• New features or enhancements • UI/UX redesigns or visual refreshes • New integrations (analytics, CRM, email marketing, payment gateways) • Content updates, product uploads, inventory management • Google Ads or Meta Ads management, SEO consulting • Domain registration, DNS, SSL certificates, hosting setup • Data migration or exports (beyond diagnosing a bug) • Training or onboarding docs or technical support beyond email

### ADDENDUM SECTION 3 — HOW NEW WORK GETS ADDED

Eric asks → Sparks quotes in 5 business days → Both sign a Statement of Work → Work starts. Every addition is its own mutually-agreed quote, separate from the 25% — so new work is always a clear, shared decision.

### ADDENDUM SECTION 4 — NOT A PARTNERSHIP

The 25% is a software licensing and maintenance fee. Sparks provides and maintains the platform but isn't liable for the gallery's sales results or advertising outcomes — those sit with the business itself. This keeps roles clear: Sparks is the platform provider, not a partner in the gallery business. (Any true partnership, like Art Verse, would be its own separate agreement under Section 7.)

**Summary:** *Sparks built it, Eric buys 25% of monthly revenue. Sparks maintains existing features. Anything else is a separate, mutually-agreed quote. Once the contract ends, Sparks is free to license the platform to other galleries (Eric's confidential info is always protected). If a fine art creator comes calling, Eric gets first say for 7 days — that's fair. If Eric sells, Sparks shares in the platform's value. Everyone's interests are clear.*