

WALL PILOT LLC LICENSING AGREEMENT

LICENSE AGREEMENT FOR COPYRIGHTED GRAPHICS/ART/PHOTOGRAPHY

THIS AGREEMENT is made this _____ day of _____, 20____, by _____ and between _____ (“Licensor”) _____ (Address, Place of Business) and Wall Pilot LLC, 3225 MC LEOD Dr., STE 100, Las Vegas NV 89121 (“Licensee”).

WHEREAS, the Licensor is the copyright holder and owner of all proprietary interest in _____ Graphics/Art/Photography _____ (the “Material”);

AND WHEREAS, Licensor wishes to permit Wall Pilot LLC to use the Material in the preparation of form-cut and/or non form-cut wall graphics printed on self-adhesive vinyl substrates and ex-large printed wall hangings, under the terms set forth in this Agreement;

In consideration of the mutual acts and promises, the Parties agree as follows:

1. Product Description

Graphics/Art/Photography owned by Licensor will be used for the medium of form-cut or non form-cut wall graphics printed on self-adhesive vinyl substrates and ex-large printed wall hangings. The Graphics/Art/Photography may also be used in promotional publications. The quality of these products must meet with the satisfaction of Licensor.

2. Grant of License

Licensor owns said Graphics/Art/Photography.

In accordance with this Agreement, Licensor grants Wall Pilot LLC a non-exclusive license to create and sell only such medium as expressed in the product description section, provided that Licensor shall not allow any third party to source for sale any of the Licensed Material, in like medium, through any of the Geographical Area, as long as Licensee performs its obligations in accordance with the terms and conditions of this Agreement, as determined by Licensor in its sole and exclusive discretion.

Licensor retains title and ownership of the Material and ability to license in all other mediums.

This agreement does not represent that Wall Pilot LLC has the licensing right to all Licensor Material. Only the specified Material set forth by Licensor may be used on Wall Pilot LLC products.

3. Permission of Use

All retail products created by Wall Pilot LLC featuring the Material of Licensor must contain the following legal release: “Copyrighted Graphics/Art/Photography used by permission, Licensor” At the discretion of Wall Pilot LLC designers, said statement may be on the manufactured product, the product’s packaging, or both.

4. Geographical Area

This grant of license applies to the following described geographical area: United States, International, and Website Sales.

5. Term

The term of this Agreement shall begin on the date written above and shall continue in full force and effect for a period of 2 years (the "Term"). This Agreement will automatically renew on the anniversary date of this document.

Should either party wish to terminate this Agreement, the party shall notify the other party in writing, by registered or certified mail, return receipt requested, addressed to the last known address of the party to whom it is directed, at least thirty (30) days prior to the annual renewal date of this Agreement.

Should any one or more of the following enumerated events occur, Licensor shall have the right to terminate this Agreement:

- i. Licensee does not sell any units of the Work within 12 months of the date of this Agreement.
- ii. Licensee ceases to sell the Work for any period of 12 consecutive months.

At the end of the Term, or upon any termination of this Agreement, all rights, interest and ownership of the copyright in the Material shall revert to Licensor, and shall be the sole property of Licensor.

6. Termination

In the event of termination of this Agreement by either party, royalties on any item designed under the terms of this Agreement shall be collectible for a period of five (5) years from the termination date, or for as long as stock containing Licensor images is in existence and sellable. Verification of the amount of existing stock using Licensor images will be provided to Licensor upon termination of contract. No future items will be produced using Licensor Materials other than to fill existing orders placed up to the termination date. Advertising display materials containing Licensor images existing at the time of termination of the contract shall be allowed to be used, however, no new displays will be produced using Licensor images beyond the termination date.

7. Compensation

Licensor will be paid a royalty fee of 7% of Wall Pilot LLC's net selling price on all products featuring the imagery of Licensor, minus any returns.

Wall Pilot LLC shall submit to Licensor written quarterly reports (the "Quarterly Reports") within 7 days of the end of each quarter of the calendar year (March 31; June 30; September 30; December 31) stating the number of units of the Work sold for the then-ending quarter, and the corresponding amount owed to Licensor as royalty payments for that quarter (the "Quarterly Royalty Payment").

Payment of each Quarterly Royalty Payment must be paid to Licensor in full within 45 days of the end of each quarter. Failure to submit Quarterly Reports or to make Quarterly Royalty Payments within the time allotted above shall be considered to be a material breach of this Agreement.

In the event that this Agreement expires or is terminated pursuant to the terms and conditions above, Wall Pilot LLC shall remain obligated to pay to Licensor any royalties due to Licensor for each unit of the Work sold, whether those units were sold before or after the termination of this Agreement.

8. Defaults

If Wall Pilot LLC fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, Licensor shall have the option to cancel this Agreement by providing 30 days written notice to Wall Pilot LLC. Wall Pilot LLC shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

9. Intellectual Property

Licensor agrees not to disclose any of Wall Pilot LLC's confidential information which includes business strategy and manufacturing methods.

All of the Material of Licensor is protected under US copyright laws. All digital files containing the Material of Licensor is the property of Licensor. Upon termination of this contract, Wall Pilot LLC agrees to return, delete, or destroy all digital files containing Licensor's Material. Wall Pilot LLC agrees not to transfer said files to entities outside of Wall Pilot LLC without prior consent of Licensor.

Licensor confirms that they are the rightful copyright owner of all Licensor imagery submitted to Wall Pilot LLC.

10. Independent Contractor

Licensor is an independent contractor and not an employee or business partner of Wall Pilot LLC.

11. Arbitration

Any claim which cannot be resolved under this Agreement shall be submitted to arbitration.

Rules: The arbitration shall be conducted by the American Arbitration Association under its commercial arbitration rules within the County where WALL PILOT LLC maintains its registered office.

Award: The Arbitrator's decision shall be embodied in an Award that shall be final and binding on the parties. In making an Award, the Arbitrator may include any remedy contemplated by this Agreement and shall allocate the fees and expenses of such arbitration. Judgment upon the award may be ordered and enforced by any Court or competent jurisdiction.

12. Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13. Governing Law

This Agreement shall be governed in all respects including validity, construction, capacity, and performance by the laws of the United States of America and the State of Nevada.

14. Amendment

This Agreement may be amended by a written instrument executed on behalf of WALL PILOT LLC and on behalf of Licensor.

15. Entire Agreement

This Agreement (four pages) constitutes the entire agreement of the parties. All previous negotiations, representations and agreements are merged into this Agreement and shall be void unless expressly incorporated within this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

<p>Licensee: Wall Pilot LLC</p> <hr/> <p>Signature</p> <hr/> <p>Print Name</p>	<p>Licensor: _____</p> <hr/> <p>Signature</p> <hr/> <p>Print Name</p>
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