

**HOUSEPLANSTOP, LLC
CONTENT LICENSING AGREEMENT**

This Content Licensing Agreement (“Agreement”) is made this the ___ day of _____, 20__ (the “Effective Date”) by and between HouseplanSTOP, LLC, an Iowa limited liability company (“HPS”) and _____, with the principal place of business at _____ (“Designer”).

WHEREAS, HPS currently operates a website to sell and distribute home plans and any material collateral or incidental thereto (“Design(s)”) and HPS may, in the future, sell through other outlets, including but not limited to other websites, CD, DVD, print, home shows, broadcast (collectively, the “Website”);

WHEREAS, Designer may submit to HPS for the Website Designs, photos, video, animation, Design information, blueprints and any other information or content submitted to HPS (collectively, “Licensed Material”); and

WHEREAS, Designer and HPS desire to enter into this Agreement to set forth the terms and conditions upon which Designer will license to HPS Licensed Material for the Website.

NOW THEREFORE, in consideration of mutual covenants contained herein, and for other good and valuable consideration, receipt, adequacy and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. **LICENSE.** Designer hereby grants to HPS a non-exclusive worldwide right and license to the Licensed Material to publicly display, reproduce, distribute and create derivative works through the Website and through any and all media now known or hereafter developed which HPS may use to market, sell and distribute Designs. This license shall be for the term and royalty set forth below. Further, Designer hereby grants to HPS the right to sublicense any rights granted hereunder, including those rights granted to a purchaser of Designs as set forth in the HPS standard purchase terms and conditions agreement as amended from time to time by HPS (“Website Purchase Agreement”).

2. **WEBSITE.** HPS shall have the sole discretion to determine how, when and in what format Licensed Material is presented or displayed during the term of this Agreement. HPS in its discretion may select during the term hereof which Designs are made available through Website and there is no requirement that all Designs be made available on Website. Designer acknowledges that HPS is not exclusive to Designer and other third party designers may place their home plans on Website. Designer’s name, trademark, service mark, copyright notice or other indicia of origin (collectively, “Trademarks”) shall not appear in any association with the Designs, but may, in HPS discretion, be listed in an aggregate listing of designers whose material is presented on the Website. Designer shall give HPS thirty (30) days written notice to remove individual Designs from being offered and future distribution of the Website, however, Designer acknowledges that HPS may not be able to withdraw the Design from the Website, but HPS will not include the Design in future publications or offerings of the Website.

3. **COPYRIGHT OWNERSHIP.** Designer shall retain all copyright right, title and interest, subject to the license granted herein, to the License Material. Designer hereby grants to HPS a royalty-free worldwide license to use Trademarks in association with advertising the Website or the availability of Licensed Materials. The limited Trademarks license shall be co-terminus with the license to the Licensed Materials, except to the extent necessary, pursuant to the Post Termination provisions set forth in Section 11, the Trademarks license will continue. Throughout the term of this Agreement and thereafter HPS shall own and retain all worldwide right, title and interest in and to, including all intellectual property rights, the Website, any marketing materials created by HPS, the domain name, its trademarks and service marks, the goodwill associated with the business and all other content located on the Website (collectively, the “Derivatives”) subject to any license agreement between HPS and Designer or HPS and any other third party designers. Designer shall have no right to use Derivatives either during the term hereof or thereafter without the prior written consent of HPS. Notwithstanding the foregoing, HPS will not modify the content of the Designs, but may use portions of the Designs in association with other designs or marketing material. Upon termination HPS will cease use of the Designs. However, to the extent that portions of Designs or Licensed Materials are embedded in Derivatives and because Designer Trademarks will not be associated with Designs and therefore the purchaser shall have no knowledge of the author of Designs, HPS may continue to use the same in perpetuity.

4. **DELIVERY OF CONTENT.** Designer shall deliver to HPS the Licensed Materials, either electronically, via CD or DVD or uploaded to the Website by Designer through the access provided on the Website. Licensed Material shall be delivered in the format specified on Schedule B or C, unless otherwise approved in writing by HPS. All Designs shall have the information labeled as "Required" on Schedule A, Designs may include the information labeled as "Preferred" on Schedule A and any other information it desires for each individual Design submitted. HPS reserves the right to delete and Design that does not contain the "Required" information as set forth on Schedule A. Designer shall submit new Designs at least annually during the term hereof.

5. **PRICING.** HPS shall charge the greater of HPS determined purchase price for each Design or the Designer's suggested retail price for each Design (the "Purchase Price"). Designer may submit a new suggested price no more than once per calendar year and such price change, if it exceeds the HPS price, will be implemented at the later of thirty (30) days from receipt of written change or the beginning of the next calendar quarter. HPS retains the sole right to make a determination on charging a price greater than the Designer designated price. HPS also retains the right to offer limited promotions or special prices at less than the Purchase Price (the "Promotional Price") for Designs and Designer hereby consents in advance to the Promotional Price. Purchase Price is exclusive of taxes, shipping or any other costs applied by HPS or any governmental authority. All purchases of Designs shall be subject to the Website Purchase Agreement. To the extent any provision herein is contrary to any provision in the Website Purchase Agreement the terms of the Website Purchase Agreement shall control.

6. **ROYALTY.** HPS shall make payment to Designer by the fifteenth (15th) day of each month for sales that occurred the previous month as follows:

6.1 If Designer uploads all plan images and information to HPS website, Designer will receive a royalty payment in an amount equal to forty (40) percent of the Purchase Price or Promotional Price of the sale of all Designs (the "Royalty").

6.2 If HPS uploads all plan images and information for Designer to HPS website, Designer will receive a royalty payment in an amount equal to thirty (30) percent of the Purchase Price or Promotional Price of the sale of all Designs (the "Royalty").

Prior to any Royalty calculation, HPS shall pro rate credit card processing fees against all sales from all designs for the preceding quarter and the Designer's pro rata portion of the credit card processing fees shall be subtracted from the Royalty. Accompanying each Royalty payment shall be a royalty report setting forth the Designs sold in the preceding quarter and the Royalty calculation. Designer shall have ninety (90) days to object in writing setting forth the specifics and basis of the objection of any Royalty payment, and if such objection is not made, Designer will have consented to the Royalty payment as being accurate and the total amount owing for the payment period and Designer shall have no cause of action against HPS for underpayment for the payment period represented by the Royalty payment. HPS shall have sole authority to determine when or if refunds or credits are due to a purchaser and if such refund or credit is granted, or there is a stop payment on a credit card placed by a purchaser, the next Royalty payment to Designer shall be reduced accordingly.

7. **SHIPMENT.** Upon receipt of an order for a Design, HPS shall within one (1) business day transfer the order information to Designer by telephone, facsimile, email, or overnight courier. All shipping expenses will be paid to Designer and Designer shall fulfill the order within two (2) business days of receipt of the order unless expedited processing and shipping is request and paid for by the purchaser, which in such case both HPS and Designer shall expedite the processing of the order to meet the terms of expedited shipping. Designer shall affix to the Design and shipping container any labels or notification required from time to time by HPS. In the event that Designer has questions on, or misunderstands, an order, it shall promptly contact HPS to resolve the issue and to fulfill the order. Designer shall immediately notify HPS by telephone and facsimile or electronic mail that order fulfillment within the requested time frame is not possible and the reason why to enable HPS to communicate with the purchaser, which may result in order cancellation. Designer shall inform HPS at least ten (10) business days prior to any change in address, email address, telephone number, or facsimile number which may effect order fulfillment. Upon a granted request for a return or refund, HPS reserves the right at its discretion to request a return of the Designs or other materials shipped to purchaser by Designer. All return shipments shall be sent to Designer.

8. **ERRORS AND SUPPORT.** HPS will notify Designer upon the uploading of Licensed Material to the Website. Designer shall have the sole responsibility and obligation to review and notify HPS in writing of any errors in information, including the Purchase Price or any other of the Licensed Materials associated with the Designs, e.g. fly-bys, photos, pictorial representations, etc. Upon receipt of the error report, HPS shall use reasonable efforts to correct the errors. Designer shall provide to HPS, purchasers or potential purchasers technical support in the form of responding to inquiries with respect to the Designs prior to or after the consummation of a sale of a Design or at the time of uploading to the Website.

9. **DESIGN MODIFICATION.** From time to time, a purchaser may request modifications to a Design. All requests shall be handled solely by HPS and if Designer receives an inquiry, Designer shall refer the purchaser to HPS. Upon receipt of an inquiry, HPS shall determine the scope and extent of the modifications and submit that information to Designer. Designer will, if interested, provide a binding quote for the revisions. HPS will relay the quote to purchaser and if purchaser decides to proceed, HPS will collect the full payment of the quote upfront and remit to Designer ____ () percent of the quote, exclusive of shipping, taxes, other fees imposed and credit card processing fees to Designer after acceptance by the purchaser of the revised plans. Any stop payment on a credit card by purchaser for plan revisions will be charged back to Designer if Designer was paid. In the event that Designer is not interested in revision work, HPS has the right to refer the purchaser to another designer and Designer hereby grants to HPS a transferable license for the revision work and Designer shall timely provide the necessary electronic files for such revisions.

10. **TERM.** The initial term of this Agreement shall be from the Effective Date until the third anniversary of the Effective Date and will automatically renew for successive one (1) year periods thereafter unless either party provides the other party with written notice of nonrenewal at least sixty (60) days prior to the end of the then current term. Either party may terminate this Agreement immediately upon providing written notice if the other party materially breaches any provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice from the non-breaching party of the breach. Notwithstanding the foregoing, HPS may terminate this Agreement for convenience upon providing sixty (60) days advanced written notice to Designer.

11. **POST-TERMINATION.** Upon the effective date of termination or nonrenewal (the "Termination Date"), subject to the rights granted above with respect to embedded Licensed Materials, HPS will remove the Designs and Licensed Materials from the Website and will cease marketing, placing or selling the Licensed Materials. It is understood and agreed to by Designer that some advertising, marketing or selling may already be placed or ordered by HPS and it will be impossible to remove Licensed Materials. For all orders that are placed after the Termination Date, unfulfilled or to which the purchaser has a complaint, HPS and Designer shall continue under the terms and conditions of this Agreement as if it was not terminated or was renewed to satisfy those orders or requests for information only. All orders that are outstanding as of the Termination Date shall be timely fulfilled by Designer. Within sixty (60) days of the Termination Date, HPS shall make final payment to Designer of all Royalties due and owing hereunder.

12. **CONSUMER NAMES AND DATA.** The names of consumers ordering Products pursuant to this Agreement shall be owned by HPS and/or by any third-party publisher or marketer. Consumer names MAY NOT BE USED in any form or fashion, sold, traded, or merchandised by Designer without written consent from HPS.

13. **WARRANTY.** Designer hereby represents and warrants that Designer is the sole copyright owner of the Licensed Material, the Designs are original to Designer, the execution of this Agreement by Designer does not violate any other agreement to which Designer is a party, the party executing this Agreement on behalf of the Designer is fully authorized to execute this Agreement, that the use of Licensed Materials by HPS, including the reproduction, publication, use, distribution, display and creation of derivative works does not and will not infringe any third party intellectual property rights and that the Designs are drawn to a reasonable and professional standard common in the industry, are suitable for the construction of a home, and conform to a nationally recognized and acceptable building code.

14. **INDEMNITY.** Designer hereby defends, indemnifies and holds HPS, its owners, employees, agents, affiliates and representatives harmless from and against any and all claims, cause of actions, liabilities, judgments or damages, including reasonable attorneys' fees, arising out of or related to any breach by Designer of this Agreement, a breach of warranty, failure of Designer to timely ship Designs to purchaser, Designer negligence,

21. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

22. **ENTIRE AGREEMENT.** This Agreement, and the exhibits attached hereto or referenced herein which are incorporated herein by this reference, constitutes the entire understanding of the parties, and revokes and supersedes all prior oral or written agreements between the parties and is intended as a complete and final expression of their agreement. It shall not be modified or amended except in writing signed by the parties. This Agreement shall take precedence over any other documents, including purchase orders, which may be in conflict herewith, except for the terms of the Website Purchase Agreement shall not be superseded.

23. **AUTHORSHIP.** The parties hereto agree that the terms and language of this Agreement were the result of negotiations between the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over construction of this Agreement shall be decided without regard to events of authorship or negotiation.

24. **SEVERABILITY AND WAIVER.** If any provision of this Agreement is determined to be void, invalid or unenforceable, the remainder shall be unaffected and shall be enforceable as if the void, invalid or unenforceable part was not a provision of the Agreement. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

25. **SURVIVAL.** The following sections shall survive termination or expiration of this Agreement: 3, 6, and 11-26.

26. **EFFECT OF HEADINGS.** Headings to sections and paragraphs of this Agreement are for reference only, and do not form a part of this Agreement, or effect the interpretation of this Agreement.

27. **COUNTERPARTS.** This Agreement may be signed in counterparts, including facsimile signatures, each of which shall be deemed an original and together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

HOUSEPLANSTOP, LLC

DESIGNER

By: _____
Brian Noonan, General Manager

By: _____
Name and Title: _____

Date: _____

SCHEDULE A

DESIGN REPRESENTATION AND BLUEPRINTS

The following is required to be provided on each Design submitted by Designer for inclusion in the Website.

REQUIRED FOR ALL PLANS:

1. Four elevations as follows: Front and Rear elevations at a minimum of ¼” scale; side elevations at a minimum of 1/8” scale
2. Floor plans at ¼” to 1’ scale for all floors
3. Foundation plan specifying all beams, posts and other structural information
4. No less than one building cross-section through the entire structure
5. Roof plan (where applicable)
6. One or more typical wall sections showing the construction of the wall with the roof, foundation and floors
7. Fireplace details (where applicable)
8. Stairs details with the tread, riser, floor-to-floor and rough opening dimensions
9. Layout of electrical outlets, switches and fixtures
10. Floor plan renderings

The following is optional for each Design submitted by Designer for inclusion in the Website.

Preferred (optional):

1. Exterior renderings, color for marketing
2. Roof framing plan
3. Floor framing plan
4. Code related notes and details
5. General structural loadings table
6. Cabinet elevations
7. Exterior photos
8. Interior photos
9. Material lists
10. Key design features
11. Rear elevation for marketing
12. Designer notes

SCHEDULE B

The following items are required by Designer when Designer chooses the option to upload plans directly to HPS website. Each of the items **MUST** be sized and saved in the format outlined below:

1. Front elevation, preferably in color – 544 pixels wide x 334 pixels tall, saved as a JPEG
2. Front elevation for thumbnail: 150 pixels wide x 92 pixels tall, saved as a JPEG
3. Rear elevation, black & white is ok – no larger than 685 pixels wide saved as a JPEG
4. All floor plans – no larger than 685 pixels wide saved as a JPEG
5. Plan copy if available – no more than 150 words
6. Plan information – entered by Designer
7. Color photos if available – no larger than 685 pixels wide saved as a JPEG

When saving images, each file **MUST** have a unique name.

Example: PlanABCfront.jpg, PLANABCthumb.jpg, PLANABCmain.jpg,
PLANABCsecond.jpg, PLANABCphoto1.jpg, PLANABCphoto2.jpg, etc.

SCHEDULE C

The following items are required by Designer when Designer has requested HPS to upload their plans and information. Each of the items **MUST** be sent electronically as outlined below:

1. Front elevation, preferably in color: a minimum of 8” wide saved as a TIFF or JPEG file at 300 dpi resolution.
2. Rear elevations and all floor plans: a minimum of 8” wide saved as a TIFF or JPEG file at 300 dpi resolution. All floor plans must be proportionate to each other.
3. Plan copy if available – no more than 150 words saved in a WORD document
4. Plan sheet – a plan information sheet must accompany each plan and must be completely filled out. Missed information may slow down the uploading process.
5. Color photos if available: a minimum of 8” wide saved as a TIFF or JPEG file at 300 dpi resolution.
6. Complete Pricing List

SCHEDULE D
Contact Information

HouseplanSTOP

Attention: Brian Noonan, General Manager
1601 Boyson Square Drive,
Hiawatha, Iowa 52233
800-790-6554
Fax: 319-395-7933
e-mail: brian@houseplanstop.com

Designer:

Name: _____
Business Name: _____
Address: _____
City, State/Province: _____
Web Address (URL): _____
Phone: _____
e-mail: _____
Business Type:
 Sole Proprietorship
 Partnership _____
 Limited Liability Company, State _____
 Corporation, State _____
 Other _____
Tax ID Number or SSN#: _____

Business Contact:

Name: _____
Position: _____
Phone: _____
Fax: _____
e-mail: _____

Technical Contact:

Name: _____
Position: _____
Phone: _____
Fax: _____
e-mail: _____

Designer's Fees (check one): 40% of sale 30% of sale Designer's Initials: _____