

LICENSE AGREEMENT

Date: [Insert Date]

Place: [City]

Parties

Licensors: [Full Name], majority shareholder and owner of **SolCity Nav LLC**, registered at 651 North Broad Street, Middletown, Delaware 19709, United States (hereinafter referred to as the "Licensor").

Licensee: [Full Name], residing at [Address] (hereinafter referred to as the "Licensee").

The Licensor and the Licensee are hereinafter collectively referred to as the "Parties," and individually as a "Party."

1. Grant of License

1.1 The Licensor is the sole author and full copyright holder of certain digital content consisting of vector and high-resolution raster images suitable for digital and offset printing (hereinafter referred to as the "Licensed Content").

1.2 The Licensor hereby grants the Licensee a **non-exclusive, non-transferable license** to use, reproduce, print, and sell the Licensed Content in both physical (printed) and digital formats on online marketplaces including but not limited to **Etsy, Amazon, and eBay**, without limitation on the number of copies sold, subject to the royalty provisions set forth herein.

2. Scope and Use of License

2.1 The Licensee is authorized to:

- Reproduce the Licensed Content for purposes of printing and selling physical products;
- Distribute digital versions of the Licensed Content;

- Determine pricing, sales policy, marketing strategy, and handle production, fulfillment, and delivery at their own risk and expense.

2.2 The Licensee is not authorized to:

- Transfer, sublicense, or otherwise assign the license to third parties without the Licensor's prior written consent;
 - Modify the Licensed Content in ways that distort or remove authorship, except for necessary technical adjustments for printing or formatting.
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3. Appendices

3.1 **Appendix 1** – List of images authorized for physical (printed) product sales.

3.2 **Appendix 2** – List of images authorized for digital product sales.

3.3 Each Appendix includes preview images, links to previews hosted on **vectormfp.net**, and corresponding file names.

4. Royalties and Payment Terms

4.1 The Licensee agrees to pay the Licensor a fixed royalty of **USD 2.00 (two US dollars)** per unit sold (physical or digital).

4.2 Royalty payments shall be made on a monthly basis, no later than the **1st day of each month** for the sales made during the preceding calendar month.

4.3 Payments shall be transferred to the Licensor's designated bank or electronic accounts, including (but not limited to):

- Bank account: [Insert details]
- PayPal: [Insert details]
- Other payment methods: [Insert details]

4.4 The Licensee shall bear any transfer fees or bank commissions associated with royalty payments.

5. Representations and Warranties

5.1 The Licensor represents and warrants that they are the sole copyright holder of the Licensed Content and that such content does not infringe upon the rights of any third party.

5.2 The Licensee assumes full responsibility for compliance with marketplace policies, applicable laws, and all customer-related matters, including disputes, refunds, and product liability.

6. Term and Termination

6.1 This Agreement shall remain in force for **ten (10) years** from the Effective Date.

6.2 In the event of the Licensor's death or legal incapacity, all rights under this Agreement shall pass to the Licensor's direct heirs.

6.3 The Parties may expand the scope of the Licensed Content by mutual written consent through additional Appendices.

7. Force Majeure

Neither Party shall be held liable for any failure or delay in performance under this Agreement caused by events beyond their reasonable control, including but not limited to natural disasters, acts of war, or restrictions on international payment systems, provided that the affected Party promptly notifies the other Party of such circumstances.

8. Notices

All notices and communications under this Agreement shall be made in writing and delivered by email or postal mail to the addresses specified herein, unless otherwise agreed by the Parties in writing.

9. Governing Law and Dispute Resolution

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States.

9.2 Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations. If unresolved, the dispute shall be submitted to the competent courts of Delaware.

10. Miscellaneous

10.1 This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any prior oral or written agreements.

10.2 If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.3 Neither Party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other Party.

Signatures

Licensors:

Name: _____

Signature: _____

Date: _____

Licensee:

Name: _____

Signature: _____

Date: _____

Appendix 1 – Licensed Content for Physical Sales

(Insert preview images, file names, and links to vectormfp.net)

Appendix 2 – Licensed Content for Digital Sales

(Insert preview images, file names, and links to vectormfp.net)