

Copyright License Agreement

This Copyright License Agreement (“the Agreement”) is entered into between the Arkansas Access to Justice Foundation (“AATJF”) and Edward E. Wade (“Wade”) on this the ____ day of _____, 2022 in consideration of the mutual promises set forth below.

WHEREAS, AATJF is a 501(c)(3) not-for-profit entity created to promote access to justice in the State of Arkansas with its principal place of business in Little Rock, Arkansas; and

WHEREAS, Wade has agreed to create an original drawing of Scipio Africanus Jones (“the Scipio Drawing”); and

WHEREAS, William A. Waddell, Jr. (“Waddell”) has agreed to purchase the original Scipio Drawing per the terms of a Memorandum of Agreement (“the Purchase Agreement”) entered into contemporaneously with this Agreement; and

WHEREAS, the terms of the Purchase Agreement are integral to the terms of this Agreement and are incorporated herein; and

WHEREAS, Wade is willing to exclusively license a certain amount of numbered prints of the Scipio Drawing to AATJF on the terms set forth herein; and

WHEREAS, AATJF desires to use the numbered prints of the Scipio Drawing to raise financial support for the work of AATJF and to promote access to justice in Arkansas;

NOW, THEREFORE, the parties hereby agree as follows:

1. GRANT OF RIGHTS. The rights and obligations hereby created in Sub-clauses 1.1, 1.2 and 1.3 may extend beyond the State of Arkansas and shall be exclusive for the license period. AATJF shall comply with the requirements of this Agreement at all times as a condition of the grant of rights. AATJF shall require and monitor compliance with this license.

1.1 Conversion and Adaptation: Wade hereby authorizes AATJF to create an electronic image of the Scipio Drawing which may be used for promotional purposes during the license period. Except as otherwise authorized by this paragraph, no rights of conversion or adaptation are conferred by the Agreement. All distribution of the electronic image or the numbered print copies described in Sub-clause 1.1 pursuant to this Agreement shall display the copyrights of Waddell and Duke.

1.2 Purchase of Numbered Copies: AATJF is granted an exclusive license to purchase for \$_____ each up to _____ numbered prints of the Scipio Drawing for use as promotional material with donors to AATJF, including providing numbered prints to donors on the terms established by AATJF’s board of directors. AATJF agrees to purchase a minimum of ____ numbered prints under this license. Wade agrees to provide the numbered prints to AATJF within ____ days after receipt of payment.

1.3 Term & Exclusivity of License: The term of this Agreement shall be _____ months from the date the Agreement is signed by AATJF. During the term of the Agreement, Wade agrees that no other prints of the Scipio Drawing shall be available to other purchasers or licensees. The license granted herein to AATJF shall be exclusive for purchases of the Scipio Drawing during the term of the license after which the parties agree that there shall be no limitation on Wade's sale or licensing of the Scipio Drawing.

1.4 Sub-Licensing & Assignment: AATJF shall have no right to sub-license the rights granted hereunder. The rights of AATJF under this Agreement may not be assigned or transferred in any form.

2. Limitations:

2.1 AATJF shall not make any alteration to the numbered prints.

2.2 AATJF shall inform all persons purchasing or otherwise receiving the numbered prints that they are subject to Wade's copyright.

2.3 AATJF shall take reasonable steps to ensure that it does not engage in unauthorized use of licensed copies.

3. Payment and Calculation of Damages

3.1 In case of breach of this Agreement, Wade reserves the right to claim damages and the parties hereby agree that the damage that may be claimed by Wade shall be equivalent to the recommended retail sales price of a numbered printed copy of the Scipio Drawing per instance of breach and/or copyright infringement.

4. Representations

4.1 Both parties represent that they are authorized to enter into this Agreement.

4.2 Wade represents that he owns and controls the rights he grants under this Agreement.

4.3 AATJF represents and agrees not to use the numbered prints of the Scipio Drawing it purchases other than as authorized in this Agreement.

4.4 AATJF represents and agrees that it does not claim any intellectual property or ownership rights Scipio Drawing.

5. Term and Termination / Special Remedies for Breach of Agreement

5.1 This Agreement shall become effective on the date set forth above after each of the parties signs the same and shall remain in force and effect for a period of _____ months.

5.2 If Wade believes that AATJF has breached the Agreement, he shall give written notice of the breach to AATJF and demand that the breach be cured in not less than sixty days from the date of the letter. AATFJ shall respond to the notice in writing and either acknowledge the breach and propose a cure to be accomplished within the sixty-day period after the date of the demand letter or agree to the immediate termination of this Agreement. In the event that AATJF denies that a breach has occurred or fails to propose a cure to be accomplished within sixty days of

the demand letter, the parties agree that Wade may give written notice that the Agreement is terminated effective as of the sixty-first day after the demand letter. If Wade is not satisfied with the cure proposed by AATJF but does not desire to terminate this Agreement as provided herein, the parties agree first to mediate their dispute not later than ninety days from the date of the original demand letter. The parties agree that they shall be entitled to seek legal remedies to address the breach only after the earlier of the unsuccessful conclusion of the mediation or ninety days from the date of the original demand letter.

5.3 Notwithstanding subparagraphs 5.1 and 5.2 of this Agreement and in addition to any other rights or remedies available in any applicable law, including without limitation, a claim of damages, specific performance of any obligation, duty of care or in relation to any other undertaking, covenant or representation under this Agreement, any of the parties may terminate this Agreement by giving written notice at least ninety days before the date of termination. Upon receipt of a notice from Wade, AATJF agrees to cooperate in winding down its use of the numbered prints as authorized by this Agreement and to stop all use of the same on the date of termination, unless otherwise agreed in writing by Wade and AATJF.

6. Governing Law and Jurisdiction / Dispute Resolution

The parties agree that this Agreement shall be governed by and construed in accordance with the law of the State of Arkansas.

ARKANSAS ACCESS TO JUSTICE FOUNDATION

BY: _____
JORDAN BATES-ROGERS
EXECUTIVE DIRECTOR

EDWARD E. WADE