

Local Language INC
Artwork License Agreement

This Artwork License Agreement ("Agreement") is made by and between Local Language INC, a Delaware Corporation ("Local Language") of 477 25th Street, Oakland, CA 94612, and Susanna Crum, an individual ("Artist"). This Agreement is entered into and effective commencing on August 3, 2017. In consideration of the mutual promises, covenants and conditions contained herein, it is agreed as follows:

1. Artist hereby grants to Local Language a nontransferable, non-assignable, worldwide license to reproduce, distribute, modify, and publicly display the works of art described or illustrated in Exhibit A (the "Artwork") solely on the media, or in the formats, set forth in Exhibit A ("Permitted Formats") (collectively, the "License"). The items produced using the Artwork on Permitted Formats are referred to in this Agreement as the Authorized Products. All rights beyond the specific rights granted by the License are reserved by the Artist. Local Language does not have an obligation to use, or in any manner to exploit, the rights granted by the License.
2. Artist is, and remains, the owner of the copyright in the Artwork. Artist acknowledges and agrees that the Authorized Products are authorized copies of the Artwork. Copyright in the Authorized Products that is derivative of the Artwork vests in Local Language. In the event of any unauthorized copying, distribution, public display or other use of the Authorized Products, Local Language is authorized to take appropriate action as the owner of the derivative rights in the Authorized Products.
3. "Moral Rights" means any right to object to or prevent the modification or destruction of the Authorized Products, to control the display or distribution of the Authorized Products, and any similar right existing under judicial or statutory law of any country in the world, or under any treaty. Moral Rights includes, without limitation, the moral rights as set forth in §106A of the U.S. Copyright Act. Artist waives and agrees never to assert any Moral Rights that Artist may have in or with respect to any of the Authorized Products, either during or after the term of this Agreement.
4. Local Language agree to cooperate with Artist in producing the Authorized Product; provided, however, Local Language has the sole right of final approval with respect to the final version of each of the Authorized Products.
5. Local Language also has the right to reproduce, distribute, modify and publicly display the Artwork and Authorized Products for its own promotional purposes / marketing collateral in digital and / or print format. Such promotional materials may be used for promoting Local Language and /or Local Language's clients and customers.
6. Artist represents and warrants to Local Language the following: (a) the Artwork is original work created by Artist, (b) Artist is the sole and exclusive owner of the rights in the Artwork, (c) Artist's rights in the Artwork have not been previously assigned or otherwise transferred

to another party, (d) the Artwork does not in any way infringe the copyright, trademark, or other intellectual property rights of any third party, and (e) if the name, signature, image, photograph, or likeness of a person is used on or in Artwork, each such person has executed releases permitting the use of such name, signature, image, photograph or likeness as authorized by this Agreement.

7. Artist agrees the Artwork, and all similar images and works, are exclusive to Local Language for the uses and industries set forth in Exhibit A (the "Exclusive Uses"). Artist must not authorize the reproduction, distribution or public display of the Artwork, or any similar image or work, for any of the Exclusive Uses, or any use that is materially similar to any of the Exclusive Uses.
8. Local Language shall pay Artist the compensation set forth in Exhibit A in the manner specified in Exhibit A. Unless expressly set forth in Exhibit A, such payments are to be based on the quantity of sales of the Authorized Products. Artist is not entitled to any compensation other than as set forth in Exhibit A.
9. This Agreement shall be effective for the term set forth in Exhibit A.
10. Artist agrees to indemnify, defend and hold harmless Local Language, for any loss, claim, liability or damage, including reasonable attorneys' fees and costs, arising from any one or more of the following: (a) the breach or alleged breach of this Agreement, (b) breach or alleged breach of any representation or warranty or (c) any claim of copyright infringement or misappropriation in regard to the Artwork. Artist's duty to indemnify, defend and hold harmless shall survive the expiration or termination of this Agreement. Local Language has the right to withhold any sums due under any agreement it has with Artist while any claim or suit is pending resulting from a claim of a breach of the warranties made by Artist.
11. Artist and Local Language agree to keep confidential and not disclose to other parties, including but not limited to industry competitors, the terms and provisions in this Agreement. Furthermore, Artist and Local Language agree to keep fully confidential and proprietary the Authorized Products, their manufacture and design details. The obligations of this paragraph shall survive until such time as all confidential information becomes publicly known and made generally available through no act or omission of the recipient.
12. Local Language agrees to keep complete, accurate and verifiable books and records relating to the manufacture and sale of all Authorized Products. Artist has the right, on a minimum of 21 days prior written notice to Local Language, to audit Local Language's books, at the Local Language's place of business, for the limited purpose of confirming Local Language's compliance with this Agreement. The expense of the audit shall be borne by the Artist.
13. This Agreement is governed by the laws of the State of California as applied to transactions taking place wholly within California between California residents. Except for Disclosing Party's right to seek injunctive relief, all disputes arising out of this Agreement are subject

to the exclusive jurisdiction and venue of the California state courts of Alameda County and the U.S. District Court for the Northern District of California. Each party consents to the personal and exclusive jurisdiction and venue of those courts and waives, to the maximum extent permitted by law, any and all rights, either substantive or procedural, which in any way limit or prevent enforcement of the obligations hereunder. In any legal action or proceeding arising out of this Agreement, the prevailing party is entitled to recover all of its costs and expenses incurred in connection with or with respect to the action or proceeding including, but not limited to, reasonable attorney fees, court costs, witness and expert witness fees and expenses, and fees relating to alternative dispute resolution.

14. This Agreement may be assigned by either party without the other party's prior consent. This Agreement is binding on and inures to the benefit of the parties hereto, their successors, personal representatives and assigns. This Agreement contains the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior discussions, agreements and understandings of every nature between them. This Agreement may not be changed or modified, except by an agreement in writing signed by both of the parties hereto. The waiver of the breach of any term or provision of this Agreement shall not operate as, nor may it be construed to be, a waiver of any other or subsequent breach of this Agreement.

15. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together constitute but one agreement. A signature delivered by fax or PDF file will have the same legal effect as an original signature. If any provision of this Agreement is held to be unenforceable or invalid under applicable law, its unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision will be changed and interpreted so as to best accomplish the business objectives of this Agreement within the limits of applicable law.

Local Language:
Local Language INC
477 25th Street
Oakland, CA 94612

Artist:
Susanna Crum

Address:



8/3/17

Local Language

Date




Artist

Date

Artist Taxpayer I.D. #

EXHIBIT A

Artwork:

 OLIVER LEWIS	<i>Austitas 2:37.75</i>	
 WILLIAM WALKER	<i>Padon - Padon 2:30.00</i>	
 JAMES CARTER	<i>San. Star 2:37.25</i>	
 GEORGE GARRETT LEWIS	<i>Tenno 2:40.00</i>	
 "BABE" HURD	<i>Angelo 2:40.00</i>	
 ISAAC MURPHY	<i>Rochester 2:41.25, Riley 2:45.00, Kingman 2:52.25</i>	
 ERSKINE "BABE" HENDERSON	<i>San. City 2:37.25</i>	
 ISAAC LEWIS	<i>Montana 2:37.25</i>	
 ALONZO CLAYTON	<i>Ada 2:41.50</i>	
 JAMES "SOUP" PERKINS	<i>Madison 2:37.50</i>	
 WILLIE SIMMS	<i>Ben. Rush 2:37.75, Glauco 2:37.00</i>	
 JAMES WINKFIELD	<i>His Eminence 2:37.75, Astoria - Dale 2:38.75</i>	

Permitted Formats:

Fine Art Prints on Canvas

Exclusive Uses

The following uses or industries are exclusive to Local Language: Sale for final placement at the Omni Louisville, a hotel property in Louisville, KY, USA.

Compensation:

Artist shall be compensated with a fee of Eight Hundred and Fifty Dollars (\$850) for each of the Authorized Products.

Payment Method:

Payment to Artist is to be made within 30 days from Local Language's receipt of payment in full from the sale of Authorized Products.

Term

The grant of license in this Agreement applies to a singular site-specific project and location. This Agreement will terminate upon completion of this project, which includes delivery and final installation of Authorized Product. Artist may request, and Local Language will confirm in writing that the project has been completed.