

LICENSE AGREEMENT

THIS AGREEMENT, effective as of the 6th day of July, 2023, by and between Waterkeeper Alliance, Inc. (hereinafter, "Owner"), a not-for-profit corporation, organized and existing under the laws of the State of New York, with an address at 180 Maiden Lane, Ste. 603, New York, NY 10038, and Guardaguas de Cartagena Foundation ME Cartagena Waterkeeper (hereinafter, "User"), a not-for-profit corporation, organized and existing under the laws of Columbia, with an address at Urbanización Buenavista Manzana A, Lote 5, Cartagena, Bolívar 130001, Colombia.

WHEREAS, Waterkeeper Alliance, Inc. is the owner of the trademark and service mark WATERKEEPER, and registrations thereof, including, without limitation, U.S. Patent and Trademark Office Reg. No. 2530116, World Intellectual Property Organization Reg. Nos. 1000674 and 1406594, and individually-filed registrations in numerous nations (hereinafter, the "Licensed Mark"); and

WHEREAS, User is desirous of using the Licensed Mark in connection with its business.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. Grant of License

Owner grants to User a nonexclusive, non-transferable, non-sublicensable License to use the Licensed Mark in the name "**Cartagena Waterkeeper**" (hereinafter, the "Licensed Use"), User's environmental conservation organization or program for the basins of the District of Cartagena, and in connection with the goods and services covered by the registrations, and User accepts the License subject to the following terms and conditions.

2. Ownership of Licensed Mark

User acknowledges the ownership of the Licensed Mark in Owner, agrees that it will do nothing inconsistent with such ownership and that all use of the Licensed Mark by User shall inure to the benefit of and be on behalf of Owner, and agrees to assist Owner in recording this Agreement with appropriate government authorities upon request by Owner. User agrees that nothing in this License shall give User any right, title or interest in the Licensed Mark other than the right to use the Licensed Mark in accordance with this License, that it will not attack, or knowingly permit others to attack, the title of Owner to the Licensed Mark (including by applying with any governmental agency or authority to register the Licensed Mark or any term confusingly similar thereto in any class of goods and services), or attack the validity of this License. User further agrees that it shall pay Owner a reasonable annual licensing fee to be set by Owner to defray Owner's expenses in monitoring and enforcing infringement of the Licensed Mark.

3. Quality Standards

User agrees that the nature and quality of all services rendered and goods sold by User in connection with the Licensed Mark shall conform to standards set by, and be under the control of, Owner. Owner's quality standards are attached hereto as Exhibit A, which is hereby incorporated by reference. Owner reserves the right to amend the quality standards at any time at its sole discretion.

4. Quality Maintenance

User agrees to cooperate with Owner in facilitating Owner's control of such nature and quality, to permit reasonable inspection of User's operation, and to supply Owner with specimens of use of the Licensed Mark upon request. User shall comply with all applicable

laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this License.

5. Form of Use

User agrees to use the Licensed Mark only in the form and manner and with appropriate legends as prescribed by Owner, and not to use any other trademark or service mark in combination with the Licensed Mark without prior written approval of Owner. Owner's Form of Use standards are attached hereto as Exhibit B, which is hereby incorporated by reference. Owner reserves the right to amend the Form of Use standards at any time at its sole discretion.

6. Infringement Proceedings

User agrees to notify Owner of any unauthorized use of the Licensed Mark by others promptly as such unauthorized use comes to User's attention. Owner shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Licensed Mark. User shall provide reasonable cooperation in Owner's prosecution of any enforcement proceedings.

7. Term

This Agreement shall continue in force and effect unless terminated as provided in paragraph 8, below.

8. Termination for Cause

Owner shall have the right to terminate this Agreement upon thirty (30) days written notice to User in the event of dissolution of User, or upon breach of any of the provisions hereof (including without limitation Paragraphs 4 and 5 and Exhibit B) by User.

9. Effect of Termination

Upon termination of this Agreement, User agrees immediately to discontinue all use of the Licensed Mark and any term confusingly similar thereto, and to delete the same from its corporate or business name, to cooperate with Owner or its appointed agents to apply to the appropriate authorities to cancel recording of this Agreement from all government records and to notify third parties of the termination as Owner may require, to destroy all printed materials and signage bearing the Licensed Mark, and that all rights in the Licensed Mark and the goodwill connected therewith shall remain the property of Owner.

10. Warranty and Representation

User and Owner warrant and represent to each other that each party has the right, power and authority to enter into this License and to perform its obligations hereunder and that this License does not conflict with any obligation to any third party.

11. Integration

This written License Agreement, including the attachments hereto, represents the entire agreement between the parties. Any oral communications, or prior written communications, between the parties and inconsistent with the terms of this agreement shall have no force and effect.

12. Governing Law and Forum

It is agreed that this Agreement shall be interpreted according to the laws of the State of New York, United States of America, without regard to choice of law principles. Any action, suit or proceeding commenced by any party hereto against any other party hereto shall be brought in the United States District Court for the Southern District of New York or in a court of record of the State of New York located in New York County, each party consenting to the jurisdiction of each such court, and service of process therein may be made on each party by mailing a copy of the summons, certified or registered, to such party at its address as set forth herein, provided that service of process may be made in any other manner permitted by law. In any such action, suit or proceeding, each party waives any claim that any such court is not a convenient forum.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written.

Dated: 7/6/2023

WATERKEEPER ALLIANCE, INC.

DocuSigned by:
Marc Yaggi
By: 82067C2DC1E34F7...
Marc Yaggi
Chief Executive Officer

Dated: 7/6/2023

Guardaguas de Cartagena Foundation ME
Cartagena Waterkeeper

DocuSigned by:
Elizabeth Ramirez
By: 88CB6D06293646C...
Name: Elizabeth Ramirez
Title:
President/Executive Director