

PROVISIONAL LICENSE AGREEMENT

THIS AGREEMENT, effective as of the 3rd day of June, 2015, by and between Waterkeeper Alliance (hereinafter, "Owner"), a not-for-profit corporation, organized and existing under the laws of the State of New York, with an address at 17 Battery Place, Suite 1329, New York, NY, 10004, and Friends of Penobscot Bay (hereinafter, "User"), a not-for-profit corporation or a project of a not-for-profit organization, organized and existing under the laws of the State of Maine with address at P.O. Box 1871, Rockland, Maine 04841.

WHEREAS, Waterkeeper Alliance is the owner of the trademark and service mark WATERKEEPER and registrations thereof, including federal Reg. No. 2,530,116 (hereinafter called "Mark");

WHEREAS, User is desirous of using the 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, nontransferable License to use the Mark in the name of its environmental conservation program for the Penobscot Bay watershed 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 Mark

User acknowledges the ownership of the Mark in Owner, agrees that it will do nothing inconsistent with such ownership and that all use of the Mark by User shall inure to the benefit of and be on behalf of Owner, and agrees upon Owner's request to assist Owner at [Owner's/User's] expense in recording this Agreement with appropriate government authorities. User agrees that nothing in this License shall give User any right, title or interest in the Mark other than the right to use the Mark in accordance with this License and User agrees that it will not attack the title of Owner to the Mark or attack the validity of this License. User shall pay Owner the annual licensing fee set forth in Schedule A, annexed hereto. The licensing fee is intended to aid Owner in defraying Owner's expenses in monitoring and enforcing the Mark

against infringement.

3. Quality Standards

User agrees that the nature and quality of all services rendered and goods sold by User in connection with the 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 in 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 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 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 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 in its sole discretion.

6. Infringement Proceedings

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

Owner shall have the right to terminate this Agreement upon thirty (30) days written notice to User: (i) in the event of dissolution of User; (ii) upon breach of any of the provisions hereof (including without limitation Paragraphs 4 and 5 and Exhibits A and B) by

User; or (iii) without cause at the sole discretion of Owner.

9. Effect of Termination

Upon termination of this Agreement, User agrees immediately to discontinue all use of the 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 Mark, and that all rights in the 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 or Westchester Counties, 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:

6/3/15

WATERKEEPER ALLIANCE

By: _____

Marc Yaggi
Executive Director

Friends of Penobscot Bay

Dated:

5/29/15

By: _____

Name: Ronald Huber
Title: Executive Director

Exhibit A- Waterkeeper Affiliate QUALITY STANDARDS

Waterkeeper Affiliates will be expected to fulfill a set of Quality Standards specific to Waterkeeper Affiliates, and will be subject to revocation of the provisional license if found in violation of any of the agreed upon Quality Standards. Revocations will be processed through the Waterkeeper Support Committee and either affirmed or denied by the Executive Committee.

1. The Waterkeeper Affiliate must act as the voice of a defined waterway/watershed/region by advocating for the enforcement of environmental laws within the jurisdiction described in Waterkeeper Affiliate proposal and bound by the Waterkeeper Affiliate licensing agreement issued by Waterkeeper Alliance.

2. The Waterkeeper Affiliate must be located in the waterway/watershed/region outlined in the Waterkeeper Affiliate licensing agreement and conduct regular patrols of its jurisdiction by foot, vehicle, or vessel.

3. The Waterkeeper Affiliate must have/develop a grassroots constituency committed to protecting clean water and promoting swimmable, drinkable and fishable waters for all.

4. The Waterkeeper Affiliate must have an easily located and identifiable telephone hotline, link on website, etc. to report incidents of pollution, or harm, occurring in its waterway/watershed/region.

5. Non-Profit Status: The Waterkeeper Affiliate must incorporate as, or be sponsored by, a 501(c)(3) charity, or the international equivalent, and must adhere to Generally Accepted Accounting Practices (GAAP), IRS rules, or international equivalent.

6. Branding: Trademark: Licensed Waterkeeper Affiliates must comply with trademark requirements determined by Waterkeeper Alliance: e.g. "Friends of the Mad River: A Waterkeeper Alliance Affiliate", or that of the sponsoring Waterkeeper Alliance member group: e.g. "Friends of the Mad River, A XXXX Baykeeper/Riverkeeper, etc. Affiliate". In addition, the "Waterkeeper Affiliate Collective Mark" [a modified version of Waterkeeper Alliance collective mark] shall be displayed on letterhead, publications, websites, etc. Use of the Waterkeeper Alliance brand outside of the use of the collective mark must comply with Waterkeeper Alliance style Guidelines.

7. Governance: Each Waterkeeper Affiliate shall be governed under a set of bylaws approved by the Affiliate's (or sponsoring organization's) Advisory Board or Board of Directors.

8. Communications With Waterkeeper Alliance:

i. Fundraising: Through issuing a license to the Waterkeeper Affiliate, Waterkeeper Alliance, and the Affiliate, agree to adhere to the approved "Waterkeeper Alliance Fundraising Guidance" document. Fundraising relationships established by Waterkeeper Alliance prior to the licensing of the Waterkeeper Affiliate, within the jurisdiction described in Waterkeeper Affiliate proposal and bound by the Waterkeeper Affiliate licensing agreement, shall be maintained by the Waterkeeper Alliance.

ii. Campaigns: Waterkeeper Affiliates can develop and implement campaigns and initiatives within its jurisdiction that are approved by its Board of Directors that do not conflict with either the mission of the Affiliate, Waterkeeper Alliance, or Waterkeeper Organizations. Existing Waterkeeper Alliance campaigns that are managed by Waterkeeper Alliance, within the jurisdiction described in Waterkeeper Affiliate proposal and bound by the Waterkeeper Affiliate licensing agreement, shall be maintained and managed by Waterkeeper Alliance.

iii. Media and Communications: Waterkeeper Affiliates can conduct media and related communications related to common issues within the region without approval of Waterkeeper Alliance. All media and communications on issues related to any Waterkeeper Alliance campaign or initiative must be coordinated and approved by the Waterkeeper Alliance Executive Director or designated staff/management.

iv. Conflict Resolution: Any conflicts that may arise between Waterkeeper Affiliate, Waterkeeper Alliance, or Waterkeeper Organizations (WKO), shall be referred to the Waterkeeper Support Committee (WSC) for resolution.

9. Waterkeeper Affiliates shall maintain a high level of integrity and avoid conduct (financial or otherwise) that is improper or creates the appearance of impropriety (financial or otherwise) or injures the reputation of the Affiliate, Waterkeeper Alliance, and/or neighboring WKO. Examples include receiving financial benefit or employing staff who receive financial benefit for advocacy or conduct that conflict with the mission of User or Waterkeeper Alliance.

10. Waterkeeper Affiliates are required to submit annual activity reports to the Waterkeeper Alliance outlining Waterkeeper related activity, support needs, and challenges, and receive Waterkeeper training/mentoring once every year.

11. Waterkeeper Affiliates will be required pay to Waterkeeper Alliance an Annual Licensing Fee of \$150 (domestic) and \$75 (international).

12. Waterkeeper Alliance reserves the right to revoke a Waterkeeper Affiliate license at anytime.

EXHIBIT B: FORMS OF USE
(FONT AND USAGE SPECIFICATIONS)

1. The Mark Waterkeeper shall be used for identifying User's environmental conservation program for the Penobscot Bay (watershed) and related goods, publications and services, and shall only be used in the name "Friends of Penobscot Bay, a Waterkeeper Affiliate," in the Waterkeeper Affiliate Collective Mark, or as may be specifically authorized by owner on a case-by-case basis. This applies to all correspondence, signs, communications, programs, services and products, regardless of their medium, and includes, but is not limited to, letterhead, brochures, newsletters, books, videos, websites, clothing and other merchandise.
2. Because the names "Friends of Penobscot Bay" and "Affiliate" are not part of the registered Mark, User shall distinguish the name "Friends of Penobscot Bay" from the Mark Waterkeeper by using the TheSerifSemiBold type style for Waterkeeper and a different type style for the words "Friends of Penobscot Bay," "a," and "Affiliate". This applies to all correspondence, signs, communications, programs, services and products, regardless of their medium, and includes, but is not limited to, letterhead, brochures, newsletters, books, videos, websites, clothing and other merchandise.
3. The Mark Waterkeeper shall always be spelled as one word (not Water Keeper).
4. The Mark Waterkeeper shall always be used in the singular (not Waterkeepers).
5. The Mark must be followed by the ® symbol, at minimum, in the first use of the trademarked term in any document.
6. "TheSerif" font family cannot be used in any other place in your letters or publications in order to differentiate and separate the Mark.
7. The Font used for the name "Friends of Penobscot Bay" and "Affiliate" in the name "Friends of Penobscot Bay, a Waterkeeper Affiliate" must be visually distinct from "TheSerif Semi-Bold" font and the more distinct the better. This will help underscore and, therefore strengthen the name itself and allow for local identity for the program. Any serif font must NOT be used. Specifically, do NOT use: Batang, Book Antiqua, Bookman Old Style, Century, Courier New, Garamond, Georgia, Palatino Linotype, SimSun, Sylfaen, or Times New Roman.
8. The wording must be straight across and not circular, diagonal, wavelike or any other design. It is also better to separate the geographic identifier in some way if possible, but not required.
9. The Mark must be full-size and in all caps. Small Caps are NOT allowed and all letters must be the same size (no bigger first letter).

10. These requirements apply to all uses of the Mark including letterhead (to include business cards, notecards, etc.), website, boat, and publications. Exceptions must be cleared by the Waterkeeper Alliance Executive Director or his/her designee.
11. The color of the trademarked word must be either 100% black, white or the Waterkeeper Alliance blue, which can be coded using the following systems:
 - a. The Cyan, Magenta, Yellow, Black (CMYK) color is C=100, M=79, Y=0, K=11.
 - b. The hexadecimal RGB blue is R=12, G=25, B=117.
 - c. The pantone color is 662 U.

Use of WATERKEEPER® ALLIANCE

1. When using the name WATERKEEPER® ALLIANCE in the heading or title of any document, the Waterkeeper portion of the name must adhere to the font requirements as described above (i.e., TheSerif Semi-bold, all caps, etc).
2. The ALLIANCE portion must be in TheSans Semi-light font and be all capital letters.
3. The Waterkeeper Affiliate Collective Mark must be in all correspondences, including but not limited to newsletters, websites, letterhead, and other correspondences.