

THIS MISSION BLUE HOPE SPOT CHAMPION AGREEMENT (“Agreement”) is effective as of the date on which it has been signed by the Hope Spot Champion listed below (“Effective Date”), and is made by and between the Sylvia Earle Alliance DBA Mission Blue (“Mission Blue”), a California 501(C)(3) corporation with a business address located at P.O. Box 6882, Napa, CA 94581, and the party listed below (“Hope Spot Champion”):

Hope Spot Champion Name: Angelique Songco

Hope Spot Champion Organization:

Hope Spot Champion Public Email: l_ique61@yahoo.com

Hope Spot Champion Private Phone Contact (will not be made public):

Background

Mission: “Hope Spots” are special places that are critical to the health of the ocean. Hope Spot Champion is a defender of a Hope Spot, and Mission Blue desires to highlight and promote Hope Spot Champion’s accomplishments in furtherance of this important goal. Hope Spot Champion agrees to provide certain biographical and other information (e.g., name, public email, private phone) and other Hope Spot related content for Mission Blue’s use in promoting Hope Spot Champion’s initiatives, Mission Blue, and their shared vision of increasing marine protected areas to 30% of the ocean by the year 2030, reforming fisheries and global policy, rallying support for submersibles and new technologies, reducing ocean pollution, igniting public support, and educating and building new paradigms around the value of sea life and its essential role as Earth’s life support system.

IN CONSIDERATION OF THE FOREGOING and of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Providing Hope Spot Champion Material

Hope Spot Champion agrees to provide Mission Blue with biographical material, photographs, video, writings, and other content (collectively, “Hope Spot Champion Content”) on the following schedule:

Between Effective Date and Hope Spot Launch Date: Hope Spot Champion shall provide Hope Spot Champion Content related to the Hope Spot launch.

At least quarterly, Hope Spot Champion shall update Mission Blue with non-confidential information and additional Hope Spot Champion Content regarding any new work in which Hope Spot Champion is engaged, any victories or progress that may be shared with the community, or any new or worsening threats in Hope Spot Champion’s region.

At least annually, Hope Spot Champion shall review the public information made available by Mission Blue and advise Mission Blue on any corrections, adjustments, or additions.

2. Promotion

Promoting Hope Spot Champion. In an effort to better publicize Hope Spot Champion and their work, Mission Blue may make available to the public the information concerning Hope Spot Champion provided above – except for Hope Spot Champion Private Phone Contact, which shall remain private – and may endeavor to direct appropriate third parties to Hope Spot Champion, for example if Mission Blue learns of a worthwhile project in Hope Spot Champion’s geographic area.

Promoting Hope Spot Champion Content. In an effort to better promote Hope Spot Champion Content,

Mission Blue encourages Hope Spot Champion to provide Mission Blue with links that allow Mission Blue to embed the content of Hope Spot Champion (“Linked Hope Spot Champion Content”) at Mission Blue’s official web presences and portals. Mission Blue may, in its discretion, make reasonable efforts to host the content of Hope Spot Champion (“Hosted Hope Spot Champion Content”). Hope Spot Champion may submit links to Linked Hope Spot Champion Content, or files containing proposed Hosted Hope Spot Champion Content, to Mission Blue via email to bloveman@mission-blue.org and srake@mission-blue.org or via cloud services such as Google Drive or DropBox.

Promoting Mission Blue. Champion agrees to use best efforts to promote Mission Blue and raise awareness of its charitable mission when publicizing information regarding their Hope Spot.

3. Licenses to Hope Spot Champion

Pursuant to the terms of this Agreement, Mission Blue agrees to grant – and hereby does grant – to Hope Spot Champion a revocable, worldwide, limited, non-exclusive, and non-sublicensable right to use the Mission Blue trademarks in accordance with the Mission Blue Brand Guidelines, attached hereto as Exhibit A., during the Term, solely for the purpose of truthfully identifying the relationship between the parties. For the avoidance of doubt, Hope Spot Champion may not use the Mission Blue Marks – or any trademark derived therefrom or confusingly similar thereto – as a designation of origin in connection with any good or service, or in the name of any group or organization, or in connection with any fundraising efforts without Mission Blue’s prior written consent. Requests to use the Mission Blue Marks for fundraising purposes should be directed to bloveman@mission-blue.org and cc srake@mission-blue.org.

Changes to the Mission Blue Brand Guidelines. Mission Blue may, from time to time and in its sole discretion, make changes, modifications, and/or revisions to the Mission Blue Brand Guidelines. Such changes, modifications, and/or revisions shall become effective thirty (30) days after they have been sent to Hope Spot Champion as provided herein.

4. Licenses to Mission Blue

Retention of Rights by Hope Spot Champion. Hope Spot Champion retains ownership of any copyright (and any other right) held in its Hope Spot Champion Content.

Copyright License to Mission Blue. Hope Spot Champion agrees to grant – and hereby does grant – to Mission Blue (and its successors, licensees and sublicensees, assigns, and third party service providers) a non-exclusive license during the Term to use the Hope Spot Champion Content for any purpose, including in educational settings and in all manner of advertising or fundraising, trade, promotion, licensing, exhibition, or any other lawful purpose whatsoever and in any form or medium in conjunction with Mission Blue’s charitable Mission.

Hosted Hope Spot Champion Content. With regard to Hosted Hope Spot Champion Content specifically, Hope Spot Champion agrees to grant –and hereby does grant –to Mission Blue and its successors, licensees and sublicensees, assigns, and third party service providers, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable, and transferable license to use, reproduce, modify, create derivative works based on, distribute, publicly display, and publicly perform the Hosted Hope Spot Champion Content in any medium and by any means currently existing or yet to be devised – including, but not limited to, through Mission Blue’s official online and social media channels (e.g., our website, facebook.com, etc.) – solely for the purposes of making the work available to the public as contemplated herein (e.g., through Mission Blue’s online and social media channels) and for the purposes set forth above. Mission Blue does not guarantee access to and/or hosting of Hosted Hope Spot Champion Content. For example, if such Hosted Hope Spot Champion Content violates the terms of use associated with any of Mission Blue’s various official online and social media channels, access to it may be disabled.

Right to Publicity Release. Hope Spot Champion hereby grants to Mission Blue and its affiliates and assigns the perpetual and irrevocable right and permission to use Hope Spot Champion's name, likeness, image, voice, recorded voice, appearance, biographical information, statements, performance, and/or testimonial(s), appearing in Hope Spot Champion Content (collectively, "Appearance") in any manner and in any media now known or later developed, throughout the world, at any time, including for the purpose of advertising and publicizing Mission Blue's products, services, and charitable Mission. This grant includes without limitation the right for Mission Blue to edit, abridge, augment, title, or create a compilation from Hope Spot Champion Appearance, in whole or part, as Mission Blue may elect in its discretion.

Trademark License to Mission Blue. Pursuant to the terms of this Agreement, Hope Spot Champion grants to Mission Blue a worldwide, limited, and non-exclusive right to use the trademarks, service marks, design marks, and/or other designations of origin of Hope Spot Champion (collectively, the "Hope Spot Champion Marks"), for the purpose of truthfully identifying the relationship between the parties. Such use shall include, but in no way be limited to, Mission Blue's use of Hope Spot Champion Marks through Mission Blue's official online and social media channels (e.g., Mission Blue's website, facebook.com, etc.) and in connection with the display of Hope Spot Champion Content.

Limitation. Mission Blue makes Hope Spot Champion Content available – and displays Hope Spot Champion Marks – including but not limited to through its online and social media channels, at its sole discretion and may remove any Hope Spot Champion Content or Hope Spot Champion Mark at any time and for any reason.

5. Notices

Mission Blue shall send notices to Hope Spot Champion at the information provided above, as may be updated from time to time by Hope Spot Champion.

Hope Spot Champion shall send notices to Mission Blue at the following information:

Sylvia Earle Alliance
Attention: Phyl Clempson & Shannon Rake
P.O. Box 6882
Napa, CA 94581
Email: pclempson@mission-blue.org and srake@mission-blue.org

6. Term and Termination

The term of this Agreement shall begin on the Effective Date and continue until terminated by one of the parties as provided herein ("Term"). Either party may terminate this Agreement, for any reason, upon thirty (30) days' prior written notice. In the event either party fails to perform any of their material respective obligations under this Agreement, the other party may terminate this Agreement upon seven (7) days' prior written notice, provided that the nonperforming party shall not have remedied such failure to the other party's reasonable satisfaction within such 7-day period. The licenses granted from one party to the other in this Agreement shall end following the Term, except that Mission Blue may continue to make use of Hope Spot Champion Content in perpetuity, as provided herein.

7. Representations and Warranties; Indemnification

Hope Spot Champion represents and warrants that, with respect to all Hope Spot Champion Marks, Linked Hope Spot Champion Content, and/or Hosted Hope Spot Champion Content (collectively, the "Hope Spot Champion Material"): (a) Hope Spot Champion has all the rights, licenses, and permissions

necessary to use, reproduce, publish, display publicly, perform publicly, distribute, and/or otherwise exploit such Hope Spot Champion Material, and to grant to Mission Blue the licenses and permissions set forth in this Agreement; (b) the Hope Spot Champion Material will not infringe or otherwise violate the copyright, trademark, or any other right – including, but not limited to, the right of privacy or publicity – of any third party; and (c) Hope Spot Champion has the consent, release, and/or permission of each identifiable person depicted in the Hope Spot Champion Material to upload, transmit, publish, and/or disseminate their name and/or likeness.

Hope Spot Champion will indemnify and hold Mission Blue harmless from and against any and all liabilities and costs (including reasonable attorneys' fees) incurred by Mission Blue in connection with any claim arising out of Hope Spot Champion's breach of this Agreement – including, but not limited to, any such liabilities or costs associated with Hope Spot Champion's violation of its representations and warranties regarding Hope Spot Champion Material. Mission Blue reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Hope Spot Champion.

Mission Blue represents and warrants that, with respect to all Mission Blue Marks: (a) Mission Blue has all the rights, licenses, and permissions necessary to use such Mission Blue Marks, and to grant to Hope Spot Champion the licenses and permissions set forth in this Agreement; and (b) the Mission Blue Marks will not infringe or otherwise violate the trademark rights of any third party.

Mission Blue will indemnify and hold Hope Spot Champion harmless from and against any and all liabilities and costs (including reasonable attorneys' fees) incurred by Mission Blue in connection with any claim arising out of Mission Blue's breach of this Agreement – including, but not limited to, any such liabilities or costs associated with Mission Blue's violation of its representations and warranties regarding the Mission Blue Marks. Mission Blue reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Mission Blue.

8. Miscellaneous

Agreement Binding. This Agreement shall be binding upon and inure to the benefit of the parties and their officers, directors, trustees, shareholders, partners, members, agents, representatives, servants, employees, franchisees, attorneys, parent companies, subsidiaries, related and Hope Spot Champions companies, and all entities operated and/or controlled by any of them or in active concert or participation with any of them.

Entire Agreement. This Agreement constitutes the entire and complete understanding and agreement between the parties with respect to its subject matter. Except as noted herein, any and all modifications or amendments to this Agreement must be in writing and must be signed by duly authorized representatives of the party against which such modification is sought to be enforced.

Construction. This Agreement will be interpreted or construed with no presumption that provisions are to be construed against the party that, either itself or through its agents, prepared this Agreement.

No Waiver. The failure of a party to insist upon strict adherence to any term or condition of this Agreement on any occasion shall not be considered a waiver, nor shall such failure deprive that party of its right thereafter, or otherwise limit that party's right, to insist upon strict adherence to such term or condition or any other term or condition in the particular instance or otherwise.

Severability. In the event any one or more provisions of this Agreement shall for any reason be held to

be invalid, illegal, or unenforceable, whether in whole or in part, by a court of competent jurisdiction, then: (i) the illegal or unenforceable provision shall be replaced by a revised provision which, being valid, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision; and (ii) the remainder of this Agreement will remain binding and in full force and effect.

Enforcement. The parties expressly agree that this Agreement shall be interpreted according to the laws of the State of California, without reference to conflicts or choice of law principles. Any action or proceeding brought to enforce the terms of the Agreement or to adjudicate any dispute arising hereunder shall be brought in the courts of the County of San Francisco, State of California (if under State law), or the Northern District of California (if under Federal law, or under Federal and State law). Each of the parties hereby submits itself to the exclusive jurisdiction and venue of such courts, as the sole and exclusive forum for purposes of such action.

Authority. Each party represents, warrants, and agrees that individuals reviewing and executing the Agreement have been duly authorized and empowered to do so.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. A facsimile or a scanned and emailed transmittal bearing a photocopied signature shall be deemed an original.

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representatives of the parties identified as follows:

for Hope Spot Champion:

Sign:

Date:

EXHIBIT A
(Mission Blue Brand Guidelines)