

## LICENSE AGREEMENT

The Florida Atlantic University Board of Trustees (hereinafter referred to as the University) hereby grants a non-exclusive, non-transferrable license to the Florida Atlantic Research and Development Authority (hereinafter referred to as the Licensee) for the use of the official trademark and logo-mark (hereinafter referred to as the Mark) owned by the University. The specific use licensed hereunder is that rendition of the Mark attached to this License and incorporated by this reference.

Use of the Mark by the Licensee under this license shall be limited to application of the Mark in its business as the Florida Atlantic Research and Development Authority and includes the Mark's use in conjunction with the Research Park at Florida Atlantic University.

For any other use than as rendered in the attachment, the Licensee will submit samples of such new use to University for approval. Approval shall be based on quality of workmanship and accuracy of the Mark as reproduced by the Licensee. The Licensee agrees that it will apply the Mark to products in such a way as to preserve the integrity, character and dignity of the University.

Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in any Mark and that Licensee's use of the Mark is limited to that allowed under this License or as other written agreement allows.

### Licensing Fee

The Licensee shall not pay any licensing fee

### Liabilities

The Licensee agrees to hold University harmless from any and all liability, of whatever nature or description, arising out of or relating in any manner to the Licensee's use of the Mark as provided for in this agreement.

Approval by the University of the Licensee's sample(s) shall not be deemed an endorsement by the University of the usefulness or safety of any product to which the Marks are applied by the Company, nor shall approval be deemed in any manner a guarantee or warranty of any nature with respect to any product to which the Marks are applied by the Company. The Licensee agrees that it will not make any representations to the contrary.

### Term

This agreement shall take effect upon acceptance by both the University and the Licensee and shall continue in effect until terminated under the provisions of this agreement.

### Termination

This agreement may be terminated on any annual anniversary date by either party provided that notice to do so is mailed to the other party at least ten (10) days prior to such anniversary date.

This agreement may be terminated at any time by either party in the event that the other party fails to comply with the provisions of this agreement.

Governing Law

This License Agreement shall be governed by and construed under the laws of the State of Florida. In the event of litigation, venue shall be in Palm Beach County, Florida.

Entire Agreement

This License Agreement constitutes the entire understanding of the Parties with respect to the Mark. Any amendment of this Agreement must be in writing and signed by both Parties.

Notice

Any notice to either Party must be in writing and signed by the Party giving the notice. Written notice shall be served in person or through the United States Mail, postage prepaid, registered or certified, return receipt requested to the following person and address:

To FAU:

To Florida Atlantic Research and Development Authority:

FAU

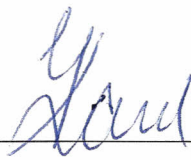
Florida Atlantic Research Authority and Development Authority

777 Glades Road  
Boca Raton, Florida 33431  
Attn: Dr. Gitanjali Kaul, Vice Pres.

3701 FAU Boulevard, Suite 210  
Boca Raton, Florida 33431  
Attn: Andrew Duffell, President

FLORIDA ATLANTIC UNIVERSITY

FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY

By: 

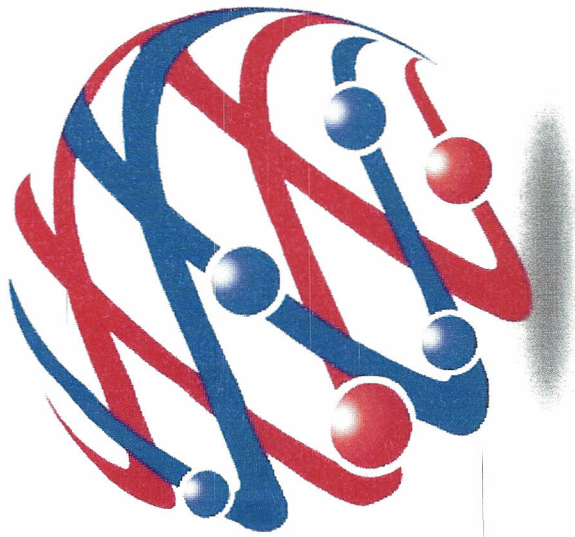
By: 

\_\_\_\_\_  
Title

*e chair*  
Title

\_\_\_\_\_  
Date

*12/20/11*  
Date



RESEARCH PARK  
AT FLORIDA ATLANTIC  
UNIVERSITY

FIRST AMENDMENT TO LICENSE AGREEMENT

BETWEEN

THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

AND

THE FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY

WHEREAS, the Florida Atlantic University Board of Trustees ("FAU") and the Florida Atlantic Research and Development Authority ("Authority") entered into a license agreement wherein FAU allowed the Authority use FAU's trademarked logo; and

WHEREAS, FAU and Authority wish to amend the License Agreement by adding the below section and language.

NOW, THEREFORE, FAU and the Authority, desiring to be bound hereby, and for good and valid consideration, the adequacy of which both parties recognize, agree as follows:

1. The following section shall be added to the License Agreement as if fully set forth therein:

**"Sublicensing"**

Licensee will be allowed to sublicense the use of the attached FAU logo on a case by case basis subject to approval by FAU. For each instance of a requested sublicense, Licensee will make a written request to FAU, addressed to the Office of General Counsel, 777 Glades Road, Boca Raton, FL 33431. The written request will identify the sub-licensee and describe the anticipated use of the logo under the sublicense. FAU agrees it will not unreasonably withhold its approval for any such sublicense.

FLORIDA ATLANTIC UNIVERSITY

By: 

Title: VP, Strategic Planning + IT


Date: 11/18/11

FLORIDA ATLANTIC RESEARCH AND  
DEVELOPMENT AUTHORITY

By: 

Title: Chair

Date: 12/20/11

 Approved as to Form  
and Legality  
General Counsel  
Florida Atlantic University  
11/18/11

SECOND AMENDMENT TO LICENSE AGREEMENT

BETWEEN

THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

AND

THE FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY

WHEREAS, in December 2011, the Florida Atlantic University Board of Trustees ("University") and the Florida Atlantic Research and Development Authority ("Licensee") (collectively, the "Parties") entered into an agreement (the "Licensing Agreement") for the use of the official trademark and logo-mark ("Mark") owned by the University;

WHEREAS, the Licensing Agreement initially limited the use of the Mark by Licensee to certain renditions initially approved by the Parties, to an application of the Mark in Licensee's business as the Florida Atlantic Research and Development Authority, and to its use of the Mark in conjunction with the Research Park at Florida Atlantic University;

WHEREAS, the Parties concurrently entered into the First Amendment of the Licensing Agreement, which permits Licensee to sublicense, on a case by case basis subject to approval by the University, a certain rendition(s) of the use of the official trademark and logo-mark owned by the University;

WHEREAS, University and Licensee wish to further amend the License Agreement by amending the below section(s) and language; and

WHEREAS, defined terms used herein shall have the meaning ascribed to them in the License Agreement, as amended, unless otherwise specified in this Second Amendment.

NOW, THEREFORE, University and Licensee, desiring to be bound hereby, and for good and valid consideration, the adequacy of which both Parties agree is sufficient, agree that the following section(s) of the License Agreement shall be amended as set forth therein:

1. Page 1 – First Paragraph: The following shall replace the last sentence of the first paragraph on Page 1 of the License Agreement:

"The specific use(s) licensed hereunder are the rendition(s) of the Mark contained on the hereby revised Attachment A, which is incorporated into this Licensing Agreement by reference hereto. All prior attachments to the License Agreement showing approved renditions of the Mark shall be deemed null and void and replaced with Attachment A."

2. Page 1 – Second Paragraph: The following shall be added to the end of the second paragraph on Page 1 of the License Agreement:

"The Parties acknowledge and agree that "Global Ventures at FAU", as described in Attachment B, which is hereby incorporated into this Licensing Agreement, is an initiative by the Licensee to

operate an international soft landing and second stage company development center that will assist graduates of University's Tech. Runway and other second stage technology-based companies with an interest in developing connections to University. No third parties shall have any rights hereunder to use the Mark in connection with Global Ventures at FAU or otherwise. The Parties further acknowledge and agree that use of the Mark in conjunction with Global Ventures at FAU falls within the Licensee's business as the Florida Atlantic Research and Development Authority and the Research Park at Florida Atlantic University."

3. Page 1 – Third Paragraph: The following shall replace the third paragraph on Page 1 of the License Agreement in its entirety:

"For any other use than as rendered in Attachment A, the Licensee will submit samples of such new use to the University's Office of Trademark Licensing & Marketing for approval. Approval shall be based on quality of workmanship and accuracy of the Mark as reproduced by the Licensee. The Licensee agrees that it will apply the Mark to products in such a way as to preserve the integrity, character and dignity of the University. Use of the Mark, and any approved new use of the Mark, will comply with University policies and procedures, including, but not limited to, Policy 1.5 – Trademark Licensing."

4. Page 2 – Notice: Under "FAU", the reference to "Dr. Gitanjali Kaul, Vice Pres.", is hereby replaced with "Dr. Daniel Flynn, Vice President for Research".

Each attachment referred to herein and attached hereto is incorporated into the License Agreement by reference. Except as modified hereby, all terms and conditions of the Licensing Agreement, as amended, shall remain in full force and effect and are hereby ratified and affirmed.

IN WITNESS WHEREOF, University and Licensee have duly authorized their officers or representatives to execute this Second Amendment for the purposes herein expressed effective April 1, 2020.

**Florida Atlantic University  
Board of Trustees**

By: \_\_\_\_\_

Name: Daniel Flynn

Title: Vice President for Research

Date: 4/29/2020

**Florida Atlantic Research and  
Development Authority**

By:  \_\_\_\_\_

Name: Andrew Duffell

Title: President

Date: April 22, 2020



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