

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638131

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	LICENSE		
RESUBMIT DOCUMENT ID:	900596489		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Purdue Research Foundation		07/17/2020	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	FieldWatch, Inc.		
Street Address:	1281 Win Hentschel Boulevard		
City:	West Lafayette		
State/Country:	INDIANA		
Postal Code:	47906		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86528750	BEECHECK	
Serial Number:	87200544	FIELDCHECK	
Serial Number:	85914314	FIELDWATCH	
Serial Number:	85914293	DRIFTWATCH	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3178559920		
Email:	schroeder@aglaw.us		
Correspondent Name:	Brianna Schroeder		
Address Line 1:	8425 Keystone Crossing		
Address Line 2:	Suite 111		
Address Line 4:	Indianapolis, INDIANA 46240		
NAME OF SUBMITTER:	Brianna Schroeder		
SIGNATURE:	/Brianna Schroeder/		
DATE SIGNED:	04/09/2021		
Total Attachments: 18			

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MASTER LICENSE AGREEMENT¹

Between

PURDUE RESEARCH FOUNDATION

and

FIELD WATCH, INC.

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS 2

ARTICLE 2. GRANT OF LICENSE 3

ARTICLE 3. CONSIDERATION FOR LICENSE 4

ARTICLE 4. PROTECTION OF INTELLECTUAL PROPERTY 4

ARTICLE 5. ABATEMENT OF INFRINGEMENT 5

ARTICLE 6. CONFIDENTIALITY AND SOURCE CODE PROTECTION 5

ARTICLE 7. DISPUTE RESOLUTION 5

ARTICLE 8. WARRANTY, MERCHANTABILITY AND EXCLUSION OF WARRANTIES 6

ARTICLE 9. DAMAGES, INDEMNIFICATION, AND INSURANCE 7

ARTICLE 10. TERM AND TERMINATION 7

ARTICLE 11. NOTICES 8

ARTICLE 12. MISCELLANEOUS 9

Schedule A: COPYRIGHT AND TRADEMARK APPLICATIONS/REGISTRATIONS A

Schedule A-1: OPEN SOURCE CODE CONTAINED IN LICENSED COPYRIGHT(S) A-1

Schedule B: DILIGENCE MILESTONES B

Schedule C: PERMITTED AFFILIATES C

MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT is made and entered into as of April 10, 2013, (“Effective Date”), by and between PURDUE RESEARCH FOUNDATION, a statutory body corporate formed and existing under the Indiana Foundation or Holding Companies Act of 1921 (hereinafter referred to as “PRF”), and FIELDWATCH INC., an Indiana corporation, hereinafter referred to as “LICENSEE”) collectively referred to hereinafter as the “Parties.”

WITNESSETH

WHEREAS, Purdue University researchers have made one or more valuable technologies generally known as Driftwatch Pesticide Sensitive Crops and Habitats Registry Website Program (PRF Ref. No.: 2013-HAHN-66394-01) (“Software”) described in **Schedule A**;

WHEREAS, the Purdue University Board of Trustees has, by general resolution and/or assignment, designated PRF to administer all matters pertaining to protection, use and commercialization of the intellectual property developed at Purdue University;

WHEREAS, LICENSEE desires to license the Software for commercialization; and

WHEREAS, PRF is willing to enter into this Agreement with LICENSEE, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following terms as used herein shall have the following meaning:

- 1.1 “Agreement” or “License Agreement” means this Agreement, including all Schedules attached to this Agreement.
- 1.2 “Federal IP Policy” means the U.S. law and regulations applicable to intellectual property funded in whole or in part by the U.S. Government, including without limitation 35 U.S.C. §200 *et seq.*, 15 U.S.C. §3710a, and 37 C.F.R. Part 401.
- 1.3 “Field of Use” means pesticide sensitive crop registry.
- 1.4 “Indemnitees” means PRF, Purdue University, and their respective officers, directors, employees, and agents.
- 1.5 “Licensed Copyright(s)” means the copyright(s) listed in Schedule A.
- 1.6 “Licensed Mark” means the trademarks listed in Schedule A.

1.7 “Licensed Product” means a good or service whose use, reproduction, distribution (including in connection with any copyright derivative work) would, absent the license granted under this Agreement, constitute an infringement, inducement of infringement, or contributory infringement of a Licensed Copyright.

1.8 “Licensed Territory” means worldwide.

1.9 “Permitted Affiliates” means the entity(ies) specifically identified on Schedule C, who participate in the use, duplication, distribution or sale of Licensed Products.

1.10 “Software” means the the computer code (including source code and executable code) authored at Purdue University, assigned to PRF, and registered under the Licensed Copyright(s).

1.12 “Sublicense” means an agreement or arrangement between LICENSEE and a third party by which the third-party is granted a license, grant of rights to, or other similar permission to all or any part of the Software or a Licensed Product. The holder of a Sublicense is a “Sublicensee.”

ARTICLE 2. GRANT OF LICENSE

2.1 License. Subject to a) compliance with this Agreement and the open source software licenses referenced in Schedule A-1, b) the reservation of rights stated below and c) the terms and conditions of the licenses identified on Schedule A-1, PRF grants to LICENSEE, and LICENSEE accepts, an exclusive license for all lawful purposes to the full extent of PRF’s interest in the Software, the Licensed Copyright(s), and the Licensed Marks during the Term.

2.2 Modifications to Software. Notwithstanding any provision of this Agreement, it is understood that neither PRF nor Purdue University shall be under any obligation to provide LICENSEE with updated materials, new versions, or alternate materials developed subsequent to the original Software.

2.2.1 If LICENSEE wishes to pursue continued development of the Software collaboratively with Purdue University, and engage in ongoing product development or improvement activities with Purdue University faculty or staff within the ongoing academic research and development program, LICENSEE will seek to negotiate and enter into a separate agreement for sponsored research, such agreement to govern the activities so contemplated.

2.3 No Implied License. The license and right granted in this Agreement shall not be construed to confer any license or rights upon LICENSEE by implication, estoppel, or otherwise to any intellectual property, research, development, data, results or technology, including any patent, patent application, trademark, trademark application, copyright, trade secret, tangible research property or other proprietary right, in whole or in part, not specifically and expressly encompassed in this Agreement. Any right not expressly granted to LICENSEE under this Agreement is expressly reserved by PRF.

2.4 Reservation of Rights. Notwithstanding any provision to the contrary, PRF retains on behalf of itself, Purdue University, and any research collaborators the following rights:

2.4.1 To exploit the Licensed Copyright(s) by use of the Software for research, scholarly use, teaching, education, patient care incidental to the foregoing, and other similar uses, including without limitation sponsored research and collaborations (“Non-Commercial Uses”);

2.4.2 To license the Software to any government agency; university or other educational institution; organization of the type described in §501(c)(3) of the Internal Revenue Code; scientific or educational organization qualified under a state nonprofit organization statute; or a foreign equivalent of the foregoing (“Non-Commercial Organizations”) and to receive from LICENSEE a copy of any Licensed Products on a royalty-free basis for Non-Commercial Uses;

2.5 License Grant Back. As further consideration for the grant of rights herein, LICENSEE hereby grants to PRF and Purdue University an irrevocable, royalty-free, nonexclusive right, to use each and all Licensed Products for research, scholarly use, teaching, and education, including such components as are independently developed by LICENSEE.

2.6 Government Rights. The Software or portions thereof, have been developed with financial or other assistance provided by the United States government. LICENSEE acknowledges that in accordance with Public Law 96-517 and other statutes, regulations, and Executive Orders as now exist or may be amended or enacted including without limitation the Federal IP Policy, the United States government has certain rights in the Software. LICENSEE shall take all action necessary to enable PRF to satisfy its obligations under any federal law relating to the Software and inventions, including any right of the United States government to a noncommercial use license.

ARTICLE 3. CONSIDERATION FOR LICENSE

3.1 Licensing Fee. As partial consideration for the license granted to LICENSEE under this Agreement, LICENSEE shall pay PRF a non-refundable license fee of One Dollar (\$1.00) upon execution of this Agreement.

ARTICLE 4. PROTECTION OF INTELLECTUAL PROPERTY

4.1 Protection of Intellectual Property. LICENSEE acknowledges that the Software is of great value to PRF, and therefore, LICENSEE promises to take all appropriate measures to protect its value.

4.2 Trademark Protection. PRF has the right, but not the obligation, to obtain the appropriate protection of the Licensed Mark(s) in the Licensed Territory. LICENSEE shall reasonably cooperate with PRF in its efforts to protect the Licensed Mark(s), and shall be responsible for and pay in a timely fashion the costs and fees incurred by PRF to register and maintain registration of the Licensed Mark(s). LICENSEE agrees that it shall not at any time apply for any trademark protection which would adversely affect the Licensed Mark.

ARTICLE 5. ABATEMENT OF INFRINGEMENT

5.1 Notice of Infringement. LICENSEE shall promptly inform PRF of any suspected infringement of any Licensed Copyright or Licensed Mark.

5.2 Right to Institute Action. LICENSEE shall have the first right (but not the obligation) to notify an infringer and/or initiate legal proceedings to abate any infringement of a Licensed Copyright or Licensed Mark.

5.3 Attorney Fees and Costs. LICENSEE and PRF shall each bear their own attorney fees and costs incurred in the prosecution of any infringement proceedings initiated under this Article.

ARTICLE 6. CONFIDENTIALITY AND SOURCE CODE PROTECTION

6.1 Agreement Terms. LICENSEE shall not, without the express prior written consent of PRF, for any reason or at any time either during or subsequent to the Term of this Agreement disclose to third parties the financial terms set forth in this Agreement, except upon a subpoena or other court order made with appropriate provision for protection of confidential information.

6.2 Source Code. LICENSEE acknowledges that the source code component of the Software is a trade secret belonging to PRF, and LICENSEE therefore promises to make Commercially Reasonable Efforts to keep it confidential.

ARTICLE 7. DISPUTE RESOLUTION

7.1 Negotiation. If a dispute between the Parties related to this Agreement arises, either Party, by written notice to the other Party detailing the points of dispute ("Dispute Notice"), may have the dispute referred to the Parties' respective officers designated below, or their successors, for attempted resolution by good faith negotiations within twenty (20) days from the date of the Dispute Notice. The designated officers are as follows:

For LICENSEE: Reid Sprenkel, President/CEO FieldWatch, Inc

For PRF: Director, PRF Office of Technology Commercialization

7.2 Mediation. If the designated officers are not able to resolve the dispute within this twenty (20) day period, or any agreed extension, they shall confer in good faith with respect to the possibility of resolving the matter through mandatory mediation with a certified mediator in Indianapolis, Indiana under the Indiana Rules of Alternative Dispute Resolution, said mediation to be completed within sixty days of the date of the Dispute Notice. The parties shall participate in any mediation sessions in good faith in an effort to resolve the dispute in an informal and inexpensive manner. All expenses of the mediator shall be shared equally by the parties.

7.3 Statute of Limitations; Admissibility of Evidence. The applicable statute(s) of limitation for claims pending between the Parties shall be tolled during dispute resolution procedures under this Agreement. Federal Rule of Evidence 408, Indiana Rule of Evidence 408,

and the Indiana Rules of Alternative Dispute Resolution shall apply by their terms to evidence generated in the course of the operation of this Article 7.

ARTICLE 8. WARRANTY, MERCHANTABILITY AND EXCLUSION OF WARRANTIES

8.1 Warranty of Capacity and Authority. Each Party warrants to the other that it is duly organized, validly existing, in good standing under the laws of its state of incorporation, and has all requisite corporate power and authority to own, operate, and lease its properties, to carry on its business as now being conducted and as contemplated by this Agreement, to enter into this Agreement, and to carry out the transactions contemplated hereby. Each party represents, in good faith and according to its actual knowledge, that there are not, as of the Effective Date, any claims, demands, suits, or judgments against it that interfere with performance of its obligations under this Agreement.

8.2 Warranty by LICENSEE. LICENSEE represents and warrants that:

a. LICENSEE possesses the necessary expertise and skill to make, and has made, its own evaluation of the capabilities, safety, utility, and commercial application of the intellectual property licensed under this Agreement.

b. The execution, delivery and performance of this Agreement do not violate the terms of LICENSEE's organizational documents, any agreement to which LICENSEE (or, to LICENSEE's knowledge, any of LICENSEE's personnel) is a party, or any order, judgment, or decree applicable to LICENSEE (or, to LICENSEE's knowledge, any LICENSEE's personnel).

c. No consent, approval, or authorization of or designation, declaration, or filing with any governmental authority or other person is required on the part of LICENSEE in connection with the execution, delivery or performance of this Agreement.

d. LICENSEE (and, to LICENSEE's knowledge, none of LICENSEE's personnel) is not a party to any agreement or instrument or subject to any charter or other corporate restriction or any judgment, order, writ, injunction, or, to LICENSEE's knowledge, any rule or regulation which materially and adversely affects the operations, prospects, properties, assets, or condition (financial or otherwise) of LICENSEE.

8.3 Exclusion of Warranties. PRF makes no warranty of the validity or copyright status of the Software, or that it is free of error or defect, or with regard to the scope or commercial potential or profitability or income from the Software, or that the Software may be exploited by LICENSEE without infringing any rights of any other party. PRF EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES WITH RESPECT TO THE CAPABILITIES, SAFETY, UTILITY, TRADE, USEAGE, OR COMMERCIAL APPLICATION OF THE INTELLECTUAL PROPERTY LICENSED HEREUNDER.

ARTICLE 9. DAMAGES, INDEMNIFICATION, AND INSURANCE

9.1 No Liability. PRF shall not be liable to LICENSEE or any Sublicensee or Permitted Affiliate or their respective distributors, customers and related parties, for any special, incidental, indirect, or consequential damages resulting from defects in the design, testing, labeling, manufacture, distribution, sale, use or other application of any Licensed Product.

9.2 Indemnity by LICENSEE. LICENSEE shall defend, indemnify and hold Indemitees harmless from any and all claims, demands, actions and causes of action, arising in connection with any and all injuries, losses, damages or liability of any kind whatsoever arising, directly or indirectly, out of LICENSEE's involvement with the Software, including but not limited to the use, exploitation, distribution, or sale of Licensed Product(s). This indemnification obligation shall include, without limiting the generality of the foregoing, reasonable attorney fees and other costs or expenses incurred by Indemitees in connection with the defense of any and all such claims, demands, actions, or causes of action.

9.3 Insurance. Within 30 days of execution of this Agreement, and in conjunction with each royalty report made under Article 5 at the end of an Annual Period, LICENSEE shall supply PRF with a certificate of insurance confirming coverage as follows: Not less than One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate for comprehensive general liability, including an endorsement for product liability claims arising from Licensed Products.

9.4 Notice of Claims. LICENSEE shall promptly notify PRF of all claims involving the Indemitees and agrees to provide information reasonably requested by PRF for evaluation of each such claim.

ARTICLE 10. TERM AND TERMINATION

10.1 Term. Unless extended in writing by mutual agreement of the Parties, this Agreement will terminate on the fifth anniversary of the Effective Date ("Term").

10.2 Termination by PRF. In the event of that LICENSEE fails to pursue the Diligence Milestones specified in Schedule B, or in the event of any material breach of this Agreement by LICENSEE, PRF may terminate this Agreement and the license granted hereunder after serving LICENSEE with written notice of the default or material breach. If LICENSEE fails to cure the default or breach within sixty (60) days of receipt of PRF's written notice thereof, the termination becomes automatically effective at the conclusion of the sixty-day period; *provided, however*, if any default or breach cannot be cured by the exercise of due diligence within sixty (60) days, then the time for cure may be extended, in PRF's sole discretion, for the time reasonably necessary to effect the cure (the extension not to exceed forty-five (45) days), provided that LICENSEE promptly commences to cure within said period and at all times thereafter proceeds diligently to cure the default or breach.

10.3 Termination by LICENSEE. LICENSEE may terminate its license under this Agreement without cause upon written notice delivered to to PRF. In the event of termination

by LICENSEE under this Section 10.3, LICENSEE agrees, upon the request of PRF, to provide PRF with all existing data in support of registration of Licensed Product(s) with any governmental agency. PRF shall have the unrestricted right to provide such data to third parties.

10.4 Obligations upon Termination. Upon termination of the license grant to LICENSEE under this Agreement, LICENSEE, any Permitted Affiliates and Sublicensees shall cease all uses of the Software and exploitation of the Licensed Copyright(s) and Licensed Mark(s), promptly return to PRF all documentation and evidence of the Software, and promptly remove and destroy all installations of the Software and confirm same in writing to PRF.

10.5 Failure to Enforce. The failure of either Party at any time, or for any period of time, to enforce any provision of this Agreement shall not be construed as a waiver of such provision or as a waiver of the right of a Party thereafter to enforce each and every provision of this Agreement.

10.6 Assignment of Sublicenses. LICENSEE shall take all steps necessary to terminate each Sublicense, effective as of the date of termination of LICENSEE's license from PRF under this Agreement. Upon request of LICENSEE and Sublicensee and verification by Sublicensee that LICENSEE is not in default of any obligation to Sublicensee, and in PRF's sole discretion, PRF may accept assignment of a Sublicense, including the right to all consideration promised to LICENSEE thereunder. Notwithstanding anything contained in this Agreement to the contrary, PRF shall not be bound by any of the following with respect to a Sublicense: (1) duties or obligations of the LICENSEE to Sublicensee which cannot be assumed or performed by PRF because they are inconsistent with applicable laws or policies then in effect; (2) duties or obligations of the LICENSEE that exceed the obligations of PRF as licensor in this Agreement; and/or (3) duties or obligations of the LICENSEE contained in any Sublicense that are not contained in this Agreement, or which extend beyond the Term.

10.7 Survival. The performance obligations of Articles 4, 6, 7, 9, and 10 of this Agreement shall survive termination of the license grant under Article 2 of this Agreement.

ARTICLE 11. NOTICES

Except as otherwise provided herein, all notices and other communications shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail, postage prepaid, return receipt requested, and addressed to the party to receive such notice or other communication at the address given below, or such other address as may hereafter be designated by notice in writing:

If to PRF:	Purdue Research Foundation Office of Technology Commercialization 1281 Win Hentschel Blvd. West Lafayette, IN 47906 Facsimile: (765) 463-3486 ATTN: Assistant VP, and Director OTC
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If to LICENSEE: FieldWatch Inc.
1281 Win Hentschel Blvd
West Lafayette, IN 47906
ATTN: President/CEO

Billing and Invoicing: FieldWatch Inc.
1281 Win Hentschel Blvd
West Lafayette, IN 47906
ATTN: President/CEO

Such notices or other communications shall be effective upon receipt by an employee, agent or representative of the receiving Party authorized to receive notices or other communications sent or delivered in the manner set forth above.

ARTICLE 12. MISCELLANEOUS

12.1 Export Controls. LICENSEE acknowledges that PRF is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities and that PRF's obligations under this Agreement are contingent upon compliance with applicable United States export laws and regulations. The transfer of technical data and commodities may require a license from the cognizant agency of the United States government or written assurances by LICENSEE that LICENSEE shall not export data or commodities to certain foreign countries without the prior approval of certain United States agencies. PRF neither represents that an export license shall not be required nor that, if required, such export license shall issue.

12.2 Jurisdiction, Venue, Choice of Law, and Attorney's Fees. Any justiciable dispute between LICENSEE and PRF shall be determined solely and exclusively under Indiana law by a court of competent jurisdiction in Tippecanoe County in Indiana. The prevailing party in any litigated dispute shall be entitled to reimbursement of its reasonable and necessary attorney's fees and costs. Any proof of the necessity of those fees and costs shall include evidence that the prevailing party complied with the procedures of Article 10 of this Agreement.

12.3 Legal Compliance. LICENSEE shall comply with all laws and regulations relating to its manufacture, processing, production, use, sale, or distribution of Licensed Product(s). LICENSEE shall not take any action that exposes PRF or Purdue University to violation of any law and regulation.

12.4 Independent Contractor. LICENSEE's relationship to PRF shall be that of a licensee only. LICENSEE is not an agent of PRF and shall have no authority to act for or on behalf of PRF in any matter. Persons retained by LICENSEE as employees or agents shall not by reason thereof be deemed to be employees or agents of PRF.

12.5 Product Marking. LICENSEE agrees that the following label shall be placed on all copies of Licensed Product(s) and documentation produced which contain the Licensed Copyright(s):

Copyright [Year] by Purdue Research Foundation, West Lafayette, IN 47906. All Rights Reserved. Unless permission is granted, this material may not be copied, reproduced or coded for reproduction by any electrical, mechanical or chemical process or combination thereof, now known or later developed.

12.5.1 LICENSEE agrees to use the appropriate trademark on Licensed Products in the United States.

12.5.1 Licensed Products manufactured or sold in other countries shall be marked in compliance with the intellectual property laws in force in such foreign countries.

12.6 Use of Names. Each Party shall obtain the written approval of the other Party prior to making use of their names for any commercial purpose, except as required by law. As an exception to the foregoing, LICENSEE and PRF each may publicize the existence of this Agreement, but may not publicize its terms and conditions of this Agreement without the other Party's consent, except as required by law.

12.7 Place of Execution. This Agreement and any subsequent modifications or amendments hereto shall be deemed to have been executed in the State of Indiana, U.S.A.

12.8 Governing Law. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder, shall be construed under and governed by the laws of the State of Indiana (without regard to conflict of law rules) and the United States of America.

12.9 Severability. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement not essential to the commercial purpose of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the Parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision. In the event that any provision essential to the commercial purpose of this Agreement is held to be illegal, invalid or unenforceable and cannot be replaced by a valid provision which will implement the commercial purpose of this Agreement, this Agreement and the rights granted herein shall terminate.

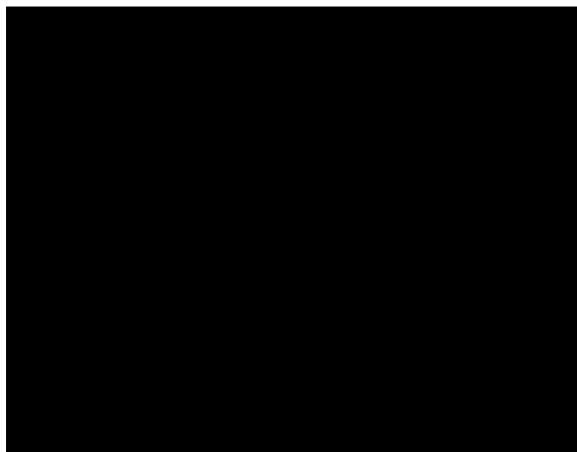
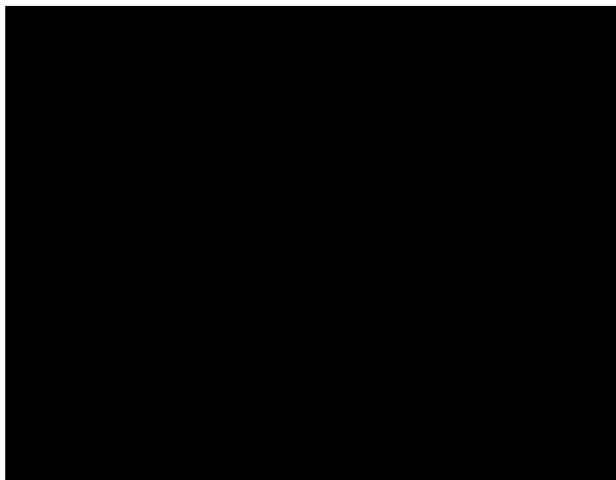
12.10 Force Majeure. Any delays in, or failure of, performance of any Party to this Agreement shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent caused by occurrences beyond the control of the Party affected, including, but not limited to, acts of nature, strikes or other work stoppages; civil disturbances, fires, floods, explosions, riots, war, rebellion, or sabotage.

12.11 Assignment. This Agreement and the license granted hereunder may not be assigned by LICENSEE except upon the prior written consent of PRF, which consent may be

withheld or conditioned by PRF as necessary to prevent prejudice to its interests and entitlements hereunder.

12.12 Modification. This Agreement shall not be modified, amended or terminated except as herein provided or except by another agreement in writing executed by the Parties hereto.

IN WITNESS WHEREOF, PRF and LICENSEE have caused this Agreement to be signed by their duly authorized representatives, under seal, as of the Effective Date.



Schedule A: Copyright and Trademark Applications/Registrations

Licensed Copyright(s):

Title: Web-Based Crop Drift Database Software

PRF Ref. No. 2013-HAHN-66394

Copyright _____ **by Purdue Research Foundation**

Registration Number / Date:

Licensed Mark:

Trademark/Service Mark:

DRIFTWATCH, FIELDWATCH, FIELDCHECK

Serial Number:

Registration Number:

Schedule A-1: Open Source Code Contained in Licensed Copyright(s)

- Apache Web Server.
- Postgres data base.
- POSTGIS spatial database software.
- Geoserver image and XML server.
- Python scripts.

Schedule B: Diligence Milestones

- Identify and formalize agreement with business provider that would be in charge of the maintenance and service delivery of the Field Watch site at or before six months after the Effective Date.
- Expansion to other five states and enhancement to DriftWatch website and user functionality by the first year anniversary of the Effective Date.
- Development of the Mobile App version of the Field Watch web site by the second anniversary of the Effective Date.

Schedule C: Permitted Affiliates

The following entities are Permitted Affiliates;

- DelMar Information Technologies, LLC located at 1281 WinHenschel Blvd, West Lafayette, IN, 47906. DelMar's is a contract service provider in charge of recreating DriftWatch as a national registry data base on a single external servier outside of the Purdue University IT environment.

AMENDMENT No. 1 to LICENSE AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into as of the date of last signature ("Effective Date") by and between Fieldwatch Inc ("FIELDWATCH") an Indiana Corporation, and Purdue Research Foundation, 1281 Win Hentschel Blvd, West Lafayette, Indiana 47906 ("PRF").

RECITALS

WHEREAS, on April 29, 2013, PRF and LEGACY entered into an agreement directed to the inventions generally known as Driftwatch Pesticide Sensitive Crops and Habitats Registry Website Program (PRF Ref. No.: 2013-HAHN-66394-01), ("License").

WHEREAS, PRF and FIELDWATCH desire to amend the License to modify certain considerations.

NOW THEREFORE, based upon the above premises, the parties agree as follows:

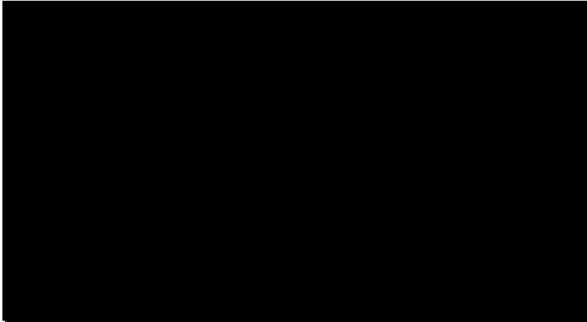
Schedule A is hereby deleted in its entirety and replaced with the following to reflect addition of the trademark 'BeeCheck' (PRF Ref No.: 2013-HAHN-66394-08 and 2013-HAHN-66394-09)

PRF REF NO.	Country	Type	Application Number	Serial Number	Title	Application date
2013-HAHN-66394-01	United States	Copyright	1-839126861	None	DriftWatch Pesticide Sensitive Crops and Habitats Registry Website Program	18-Oct-12
2013-HAHN-66394-02	United States	Trademark	85/914,293	4,414,950	DriftWatch	25-Apr-13
2013-HAHN-66394-03	United States	Trademark	85/914,321	None	FieldCheck	25-Apr-13
2013-HAHN-66394-04	United States	Trademark	85/914,314	4,509,451	FieldWatch	25-Apr-13
2013-HAHN-66394-05	Canada	Trademark	1,648,313	None	FieldCheck	18-Oct-13
2013-HAHN-66394-06	Canada	Trademark	1,648,312	None	FieldWatch	18-Oct-13
2013-HAHN-66394-07	Canada	Trademark	1,648,314	None	DriftWatch	18-Oct-13
2013-HAHN-66394-08	United States	Trademark	86/528,750	4,852,717	BeeCheck	9-Feb-15
2013-HAHN-66394-09	Canada	Trademark	1,741,075	None	BeeCheck	10-Aug-15

All other terms and conditions of the License remain unchanged and in effect.

AMENDMENT No. 1 to LICENSE AGREEMENT

IN WITNESS WHEREOF, each of the parties has caused this First Amendment to be executed by a duly authorized representative as of the Effective Date.



AMENDMENT #2 TO Master License Agreement

THIS AMENDMENT #2 TO MASTER LICENSE AGREEMENT ("Amendment"), made and entered into this 17th day of July, 2020 ("Amendment Effective Date") by and between Purdue Research Foundation, a corporation formed and existing under the Indiana Foundation or Holding Companies Act of 1921 ("PRF"), and FieldWatch Inc., an Indiana corporation ("LICENSEE") collectively referred to hereinafter as the "Parties," and each individually as a "Party," amends the Master License Agreement, as revised, modified and amended from time to time, dated April 10, 2013 (the "Agreement"), and

WHEREAS, the Parties desire to modify and amend certain terms of the Agreement.

NOW, THEREFORE, the Parties hereby revise and amend the Agreement as follows:

- 1. Section 10.1 of the Agreement is replaced in its entirety as set forth below:

10.1 Term Unless extended in writing by mutual agreement of the Parties, this Agreement will terminate on the tenth anniversary of the Effective Date ("Term").

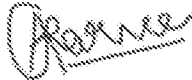
- 2. The Parties agree that except for the amendments set forth above, the terms of the Agreement as revised, modified or amended shall control the rights and obligations of the Parties; provided that to the extent there is any inconsistency between this Amendment and the Agreement (as amended from time to time) or any term or objective of this Amendment would be frustrated or impeded by application of any other term of the Agreement, this Amendment shall control and supersede all inconsistent provisions of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives, to be effective as of the Amendment Effective Date.


PURDUE RESEARCH FOUNDATION

FIELDWATCH INC.

X



X



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Name: Abhijit Karve

Printed

Name: Stephanie Regagnon

Title:

Director of Business Development, OTC

Title:

CEO