

UNIVERSAL FIRST AID APPLICATION PROGRAM PARTICIPATION AGREEMENT

This Agreement (“Agreement”) is a binding legal contract between The American National Red Cross (“GDPC”) and the Red Cross/Red Crescent National Society (“NS”) registering to participate in the Universal First Aid Application Program described in this Agreement. The individual accepting the terms and conditions of this Agreement on behalf of NS (by clicking the ‘Accept’ button below) represents and warrants that (i) he or she has full legal authority to bind NS to these terms and conditions, (ii) he or she has read and understands this Agreement, and (iii) he or she agrees, on behalf of NS, to this Agreement. If you do not have legal authority to bind NS to the terms and conditions of this Agreement, you should not click the ‘Accept’ button, nor should you download, install, access or use the accompanying content management system (CMS) or related software such as ZenDesk support platform) or the Universal First Aid Application (as described in Section 1 below, and together with the CMS, the “Technology”). By downloading, installing, accessing or using the accompanying Technology, NS will be bound by the terms of this Agreement. If NS does not agree to the terms of this Agreement, GDPC is not willing to grant any right to use or access the Technology to NS. In such event, you may not download, install, access, use or copy the Technology.

1. **THE PROGRAM.** The Universal First Aid Application is a smartphone-based application for iOS and Android phones and tablet devices. The content of the Universal First Aid Application uses an ‘Everyday First Aid’ approach that is particularly useful to the public but is not designed to replace classroom based first aid training and instruction. The Universal First Aid Application Program (the “Program”) permits NS to use the Technology and the GDPC Core Content (as defined in Section 2 below) to develop a version of the Universal First Aid Application specific to NS’s country (or region as applicable) for further distribution to end users within NS’s country (or region as applicable) (“NS’s Mobile Application”). The NS Mobile Application may take the form of a content bundle within the IFRC “container” app or an individual app under the NS’s Apple and Google Play Developer Accounts, to be determined in coordination with GDPC according to mobile application policies and requirements.

2. **GRANT OF LICENSE AND ACCESS RIGHTS.** GDPC grants NS a revocable, nontransferable (except as provided below), nonexclusive license to download, install, access and use the Technology and the GDPC Core Content solely in association with NS’s participation in the Program. The Technology and the GDPC Core Content is licensed to NS, not sold. Except for the limited license granted in this Agreement, GDPC and its licensors retain all right, title and interest in the Technology and the GDPC Core Content and all proprietary rights in the Technology and the GDPC Core Content, including copyrights, patents, trademarks and trade secret rights. GDPC hereby represents and warrants that it has all rights necessary to offer the limited license granted to NS in this Agreement for use of the GDPC Core Content (as hereinafter defined) in accordance with the terms of this Agreement. For purposes of this Agreement, “GDPC Core Content” means the content accessible via in the CMS with the title “GDPC Core Content”, as the same may be updated by GDPC periodically.

3. **PROGRAM RULES, PROCEDURES AND REQUIREMENTS.** NS agrees to follow all rules and procedures related to NS’s use of and access to the Technology, as may be updated from time-to-time in GDPC’s sole discretion. Such rules and procedures that bind NS shall include, without limitation, those items listed below:

- Participating in all training required by GDPC in order to work within the CMS;
- Localizing and translating the Universal First Aid Application content as specified in the CMS and GDPC guidance materials;
- Satisfying the requirements and deliverables applicable to NS’s assigned development milestone schedule;
- Performing a clinical review of the GDPC Core Content and NS Content (as defined in Section 4 below) to ensure conformity with local Laws (as defined in Section 4 below) and best practices;
- Making all clinical changes to NS’s Mobile Application as required by the Global First Aid Reference Center (GFARC), the IFRC reference center which provides guidance, research and support to Red Cross/Red Crescent national societies pertaining to first aid training;
- Promptly notifying GDPC of any bugs, viruses, malicious code problems or other issues related to the Technology;
- Offering the Universal First Aid Application at no cost within the NS’s country;
- Not using the Technology, or GDPC Core Content, in association with any paid or commercial mobile applications or for any non-educational or commercial uses or purposes without first obtaining permission and executing additional licenses as required by certain owners of rights in the Technology and GDPC Core Content;
- Regularly monitoring and timely responding to all messages and requests sent by any GDPC Universal App Program staff such as email or via a platform that may be set up for this purpose;
- Including an acknowledgement in NS’s Mobile Application that the application uses Everyday First Aid content from the British Red Cross and the IFRC First Aid Guidelines;
- Naming NS’s Mobile Application using one of the following naming conventions: First Aid by IFRC, Hazards by IFRC, or [Name of application] by [National Society], e.g. First Aid by British Red Cross; and

- Solely advertising the availability of NS’s Mobile Application in the mobile application market places that serve the NS’s geographic territories (country or region as authorized by GDPC). All marketing of NS’s Mobile Application shall include language in its marketing description indicating that the mobile application is solely intended for users in NS’s geographic territory (e.g. a description that [Name of National Society] First Aid App shall be “for users in [Country/Region as applicable] only”).
4. **LIMITATIONS ON LICENSE.** The license granted to NS in this Agreement is restricted as follows:
- **Territory Limitations.** NS acknowledges and understands that NS’s Mobile Application developed in connection with the Program is solely intended for users in NS’s geographic territory, being country or region as authorized by GDPC.
 - **Limitations on Copying and Distribution.** NS may not copy or distribute the Technology or the GDPC Core Content except to the extent that copying or distribution is necessary to use the Technology for purposes described in this Agreement (including distribution of NS’s Mobile Application to end users within NS’s geographic territory, being country or region as authorized by GDPC).
 - **Limitations on Use.** NS may not post or transmit through the Technology any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any Law.
 - **NS’s Submission of Content.** By submitting material or content (together, the “NS Content”) to the Technology, NS warrants that it has all necessary rights to grant, and automatically grants to the GDPC, a royalty-free, worldwide, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, display, translate, sublicense and distribute such NS Content (in whole or in part) and/or to incorporate it in other works in any form, media or technology now known or developed in the future. NS also permits any permitted user of the Technology to access, view, store or reproduce NS Content. NS further grants to the GDPC the right to edit, copy, display, publish and distribute any NS Content made available via the Technology by NS.
 - **Requests for Customizations and Changes.** NS understands that any requests for customizations and/or changes to the Technology are subject to review and fulfillment by GDPC in its sole discretion.
 - **Non-Solicitation.** NS may not post or transmit through the Technology any material which contains advertising or any solicitation with respect to third party products or services; provided, however, that this restriction shall not apply to NS’s solicitation of donations on its own behalf, or NS’s acknowledgement of corporate sponsors or donors supporting development of NS’s Mobile Application.
 - **Limitations on Reverse Engineering and Modification.** NS may not reverse engineer, decompile, disassemble, modify or create works derivative of the Technology or GDPC Content except as expressly permitted in this Agreement.
 - **Sublicense, Rental and Third Party Use.** Except to the extent necessary to enable NS to exercise its rights under this Agreement, NS may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Technology or GDPC Core Content, or directly or indirectly permit any third party to use or copy the Technology or GDPC Core Content.
 - **Proprietary Notices.** NS may not remove any proprietary notices (e.g., copyright and trademark notices) from the Technology.
 - **Use in Accordance with Documentation.** All use of the Technology must be in accordance with its then current documentation.
 - **Compliance with Applicable Law.** NS acknowledges and agrees it is solely responsible for ensuring its access, use, distribution and deployment of the Technology is in compliance with all applicable foreign, federal, state and local laws, and rules and regulations, including any applicable intellectual property, privacy, and health and safety-related laws (collectively, “Laws”). NS covenants and agrees to immediately notify GDPC in the event it becomes aware that any access, use, distribution and deployment of the Technology, the GDPC Core Content or the NS Content fails to conform with applicable Laws.
5. **TERMINATION.** GDPC may elect to immediately terminate the license granted hereunder, NS’s or its authorized users’ access to the Technology and/or NS’s participation in the Program in the event NS or any of its authorized users breach any terms set forth in this Agreement. In the event of a claim of intellectual property infringement by any third party relating to the Technology, GDPC may immediately terminate this Agreement.
6. **WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE TECHNOLOGY AND GDPC CORE CONTENT IS PROVIDED ON AN “AS AVAILABLE,” “AS IS” BASIS. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, GDPC AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE TECHNOLOGY AND GDPC CORE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. GDPC DOES NOT WARRANT THAT THE TECHNOLOGY OR THE GDPC CORE CONTENT WILL MEET THE REQUIREMENTS OF NS OR ITS END USERS, OR THAT THE OPERATION OF THE TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE TECHNOLOGY WILL BE CORRECTED. NS SPECIFICALLY ACKNOWLEDGES THAT THE GDPC IS NOT**

LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES IN CONNECTION WITH THE TECHNOLOGY OR THE PROGRAM AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH NS.

GDPC DOES NOT PROVIDE MEDICAL ADVICE OR DIAGNOSIS. THE TECHNOLOGY AND GDPC CORE CONTENT WERE DESIGNED TO PROVIDE EDUCATION REGARDING FIRST AID SKILLS AND TECHNIQUES ONLY AND NOT FOR THE PURPOSE OF RENDERING MEDICAL ADVICE. ANY REQUESTS FOR MEDICAL ADVICE SHOULD BE DIRECTED TO LICENSED PHYSICIANS OR OTHER APPROPRIATE MEDICAL PROVIDERS WITHIN NS'S JURISDICTION.

7. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL GDPC OR ITS SUPPLIERS/LICENSORS BE LIABLE TO NS OR ANY THIRD PARTY (INCLUDING END USERS OF NS'S MOBILE APPLICATION) FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), WHICH INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE TECHNOLOGY, EVEN IF GDPC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE ENTIRE LIABILITY OF GDPC AND ITS SUPPLIERS/LICENSORS UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) IS LIMITED TO THE AMOUNT PAID BY NS, IF ANY, FOR THE TECHNOLOGY.

8. OTHER DISCLAIMERS. The Technology, GDPC Core Content and the information contained therein is provided for informational and educational purposes only. The Technology and GDPC Core Content has not been endorsed or otherwise approved by any third parties. The information is supplied through recorded media and through the Internet. The GDPC seeks to provide timely and accurate information, but cannot guarantee that such information is up-to-date, timely, accurate or available.

9. INTELLECTUAL PROPERTY. GDPC requires all users of the Technology to comply all applicable Laws. Accordingly, NS may not store any material or content or use or disseminate any material or content through the Technology in any manner that constitutes an infringement of third party intellectual property rights. NS may not post, modify, distribute, or reproduce in any way any proprietary information (for example graphics, photographs, video or music that will be used in association with NS's Mobile Application) belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is GDPC's policy to terminate privileges of any user who repeatedly infringes the intellectual property rights of others upon receipt of proper notification to GDPC by the intellectual property owner or the intellectual property owner's legal agent.

10. PUBLICITY. From time to time, GDPC may provide NS with approved marketing materials and messaging regarding the Program, Technology or GDPC Core Content for distribution within NS's territory. Notwithstanding the foregoing, NS is responsible for developing and disseminating marketing materials and any other pertinent communications (including any legal notifications required in NS's territory) regarding NS's Mobile Application within NS's geographic territory.

11. MONITORING. GDPC has the right, but not the obligation, to monitor the content of the Technology (including any social or chat forum), to determine compliance with these conditions of use and any operating rules established by the GDPC and to satisfy any Law or authorized government request. GDPC has the right and sole discretion to edit, refuse to post or remove any material submitted to or posted on or within the Technology, including, without limitation, the right to remove any material that GDPC, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

12. AUTHORIZED ACCESS AND USE. NS agrees it will be solely responsible to GDPC for maintaining the confidentiality of passwords associated with any account used by NS's authorized users to access the GDPC Management Platform, and for all activities that occur under its account associated with the GDPC Management Platform. If NS becomes aware of any unauthorized use of passwords or of NS's account, NS agrees to notify GDPC immediately. NS further agrees not to share access to the GDPC Management Platform with those who are not authorized to use such system by GDPC.

13. INDEMNIFICATION. GDPC will indemnify, defend and hold NS and its directors, officers, employees and agents harmless from and against any and all third-party claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees and costs) from any intellectual property infringement claims arising out of NS's use of the GDPC Core Content in association with the Program, provided such use is in accordance with the terms of this Agreement. NS agrees to indemnify, defend and hold the GDPC and its affiliates and its and their respective directors, officers, employees and agents harmless from and against any and all third-party claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees and costs) arising out of NS's use, deployment or distribution of the Technology, as well as any claims arising out of use of the NS Content.

14. GENERAL. This Agreement is governed by and construed in accordance with the laws of the District of Columbia, United States of America, as applied to agreements entered into and wholly performed within the District of Columbia between District of Columbia residents. This Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any action or proceeding brought by either party hereto shall be brought only in a court of competent jurisdiction located in the District of Columbia and the parties submit to personal jurisdiction of those courts for purposes of any action or proceeding. This Agreement

constitutes the entire understanding and agreement between GDPC and NS with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both parties. In the event any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement will remain valid and enforceable according to its terms. Any failure by GDPC to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. The disclaimers, indemnification provisions and limitations of liability will survive any termination or expiration of this Agreement. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES WILL REMAIN IN EFFECT.**