

NEAR REGISTRY PLATFORM LICENSE AGREEMENT

This NEAR Registry Platform License Agreement (this "Agreement") is made and entered into between the PulsePoint Foundation, a California nonprofit public benefit corporation ("PulsePoint"), and the entity or person ("Partner") whose signature appears below, effective on the last signature date set forth below (the "Effective Date"). PulsePoint and Partner may be referred to hereinafter individually as a "Party" or collectively as the "Parties". Capitalized terms used herein shall have the meanings set forth in Section 16 (Definitions) of this Agreement.

1. Provision of the Services.

1.1 Use of the Services in Partner Applications. PulsePoint shall provide the Services to Partner in accordance with this Agreement, and Partner shall have the right to use the Services in Partner Application(s) in accordance with Section 3 (License) of this Agreement.

1.2 API Key. To access the Services, Partner shall use its API key in accordance with the Documentation.

1.3 Account. Partner shall be required to have and maintain an Account. Partner shall be solely responsible for: (a) the information that Partner provides in connection with the Account; (b) maintaining the confidentiality and security of the Account and associated credentials; and (c) any use of its Account by any third party.

1.4 Partner Applications. Prior to the Effective Date, Partner shall disclose for authorization on Exhibit "A", which is attached hereto and incorporated herein by this reference, each of the Partner Applications that use the Services. Partner shall be solely responsible for ensuring that only authorized Partner Applications use the Services.

1.5 New Features and Services. PulsePoint may, in its sole discretion, make new features or functionalities available through the Services. Partner's use of such new

features or functionalities may be contingent on Partner's agreement to additional terms applicable to such new features or functionalities.

1.6 Modifications.

1.6.1 To the Services. Subject to Section 7 (Deprecation Policy), PulsePoint may, in its sole discretion, make changes to the Services, which may include, among other things, adding, updating or discontinuing any Services or portion(s) or feature(s) of the Services. PulsePoint shall notify Partner of any material change to the Services.

1.6.2. To This Agreement. PulsePoint may amend and/or revise this Agreement at any time, in PulsePoint's sole and absolute discretion. If Partner does not agree to the revised Agreement, Partner shall immediately discontinue using the Services. PulsePoint shall post any modification to this Agreement to the Terms URL.

2. Payment Terms.

2.1 Fee. Unless and until this Agreement is amended or revised pursuant to Section 1.6.2 of this Agreement, the Services shall be provided to Partner without charge.

3. License.

3.1 License Grant. Subject to the terms and conditions of this Agreement, PulsePoint hereby grants to Partner a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Services during the Term (as defined herein) in Partner Application(s) solely for the Appropriate Use (as defined herein). PulsePoint shall retain all rights, title and interest in and to the Services.

3.2 License Requirements and Restrictions. The following are conditions of the license granted in Section 3.1 (License Grant). As used in this Section 3.2 (License Requirements and Restrictions), the phrase "Partner shall not" means "Partner shall not, and shall not permit a third party to".

3.2.1 General Restrictions. Partner shall not: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code (except to the extent such restriction is expressly prohibited by applicable law); (b) sublicense, transfer, or distribute any of the Services; and/or (c) sell, resell, sublicense, transfer, or distribute the Services.

3.2.2 Requirements for Using the Services.

(a) Terms of Service. The Partner Application's terms of service shall notify end users in writing that the Partner Application includes NEAR Registry features and content and that Partner's use of the Services is governed by this Agreement.

(b) Attribution. Partner shall display all attribution that PulsePoint provides through the Services (including, without limitation, branding, logos, and copyright and trademark notices). Partner shall not modify, obscure, or delete such attribution.

(c) Review of Partner Applications. At PulsePoint's request, Partner shall demonstrate Partner Application(s) to PulsePoint for review in order to ensure compliance with this Agreement.

3.2.3 Restrictions Against Misusing the Services.

(a) No Scraping. Partner shall not export, extract, or otherwise scrape NEAR Content for any use other than in connection with the Services. By way of example, but not by way of limitation, Partner shall not: (i) index, store, re-share, or rehost NEAR Content outside the Services; (ii) bulk download NEAR Content; or (iii) copy and save AED or emergency resource location details.

(b) No Creating Content From NEAR Content. Partner shall not create content based on NEAR Content.

(c) No Re-Creating NEAR Registry Products or Features. Partner shall not use the Services to create a product or service with features that are substantially similar to or that re-create the features of another PulsePoint product or service. Partner's product or

service shall contain substantial, independent value and features beyond the PulsePoint products or services. For example, Partner shall not: (i) re-distribute the Services or represent them as Partner's services; or (ii) use the Services to create a substitute of the Services, NEAR Registry, or NEAR Registry mobile apps, or their features.

(d) Appropriate Use. Partner shall use the Services only when the location of an AED or emergency resource is likely to be necessary (the "Appropriate Use"). For example, Partner shall not use the Services for all incident types or all callers, or in a manner that would otherwise needlessly burden the PulsePoint resources.

4. Partner Obligations.

4.1 Compliance. Partner shall: (a) ensure that Partner's and its End Users' use of the Services complies with this Agreement; (b) prevent and terminate any unauthorized use of or access to its Account(s) or the Services; and (c) promptly notify PulsePoint of any unauthorized use of or access to its Account(s) or the Services of which Partner becomes aware.

4.2 Documentation. PulsePoint may, but is not required to, provide Documentation for Partner's use of the Services. The Documentation may specify restrictions regarding the use of the Services and Partner shall comply with any such restrictions specified.

4.3 Data Collection. To provide the Services through the Partner Application(s), PulsePoint collects and receives data from Partner and End Users, including incident addresses, IP addresses, and incident latitude/longitude coordinates.

5. Suspension.

5.1 For License Restrictions Breaches. PulsePoint may Suspend the Services without prior notice if Partner breaches Section 3.2 (License Requirements and Restrictions) of this Agreement.

5.2 Notice and Restoration. PulsePoint shall notify Partner of any Suspension under this Section 5 as promptly as reasonably practicable, including the reason for the Suspension. PulsePoint shall restore the Services promptly after Partner has cured the breach giving rise to the Suspension.

6. Intellectual Property Rights; Feedback.

6.1 Intellectual Property Rights. Except as expressly stated in this Agreement, this Agreement does not grant either Party any rights, implied or otherwise, to the other Party's content or any of the other Party's intellectual property. As between the Parties, Partner owns all rights, title and interest in and to the Intellectual Property Rights in the Partner Application(s), and PulsePoint owns all rights, title and interest in and to the Intellectual Property Rights in the Services.

6.2 Partner Feedback. If Partner provides PulsePoint Feedback about the Services, PulsePoint may use such information without obligation to Partner, and Partner irrevocably assigns to PulsePoint all right, title, and interest in and to that Feedback.

7. Deprecation Policy.

PulsePoint shall notify Partner at least twelve (12) months prior to making a Significant Deprecation, unless PulsePoint reasonably determines, in its sole and absolute discretion, that: (a) PulsePoint is prohibited from doing so by law or by contract (including if there is a change in applicable law or contract) or (b) continuing to provide the Services would create a security risk or substantial economic or technical burden on PulsePoint.

8. Term and Termination.

8.1 Agreement Term. This Agreement shall be effective from the Effective Date until such time as it is terminated as set forth in this Section 8 (the "Term").

8.2 Termination for Breach. Either Party may terminate this Agreement for breach if: (a) the other Party is in material breach of this Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; (b) the other Party ceases its business operations; or (c) becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days.

8.3 Termination for Inactivity. PulsePoint may terminate this Agreement with thirty (30) days' prior written notice if Partner has not made any requests to the Services from any Partner Applications for more than one hundred eighty (180) days.

8.4 Termination for Convenience. Partner is under no obligation to use the Services and may discontinue using the Services at any time. PulsePoint may terminate this Agreement with thirty (30) days' prior written notice, at its convenience, for any reason or no reason, at any time, without liability or obligation to Partner.

8.5 Effects of Termination.

8.5.1 Upon the termination of this Agreement, Partner's rights and access to the Services shall immediately terminate.

8.5.2 The following provisions of this Agreement shall survive the expiration or termination hereof: Section 3.2 (License Requirements and Restrictions), Section 6 (Intellectual Property Rights; Feedback), Section 8.5 (Effects of Termination), Section 11 (Disclaimer), Section 12 (Indemnification), Section 13 (Liability), Section 14 (Dispute Resolution), Section 15 (Miscellaneous), and Section 16 (Definitions).

9. Publicity.

Partner may state publicly that it is a partner of the Services. If Partner wishes to display PulsePoint Brand Features in connection with its use of the Services, Partner shall coordinate any such displays with PulsePoint and obtain PulsePoint's advance written consent thereto. PulsePoint may include Partner's name or Brand Features in a list of PulsePoint partners, online or in promotional materials. PulsePoint may also verbally

reference Partner as a partner of the Services. Neither Party needs approval if it is repeating a public statement that is substantially similar to a previously-approved public statement. Any use of a Party's Brand Features shall inure to the benefit of the Party holding the Intellectual Property Rights to those Brand Features. A Party may revoke the other Party's right to use its Brand Features under this Section 9 with written notice to the other Party and a reasonable period to discontinue the use.

10. Representations and Warranties.

Each Party represents and warrants that it has full power and authority to enter into this Agreement.

11. Disclaimer.

11.1 EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PULSEPOINT: (A) MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, NONINFRINGEMENT, OR ERROR-FREE OR UNINTERRUPTED USE OF THE SERVICES OR SOFTWARE; (B) MAKES NO REPRESENTATION REGARDING THE CONTENT OR INFORMATION THAT WILL BE AVAILABLE OR ACCESSIBLE THROUGH THE SERVICES; AND (C) SHALL ONLY BE REQUIRED TO PROVIDE THE REMEDIES EXPRESSLY STATED IN THIS AGREEMENT FOR FAILURE TO PROVIDE THE SERVICES. INFORMATION FROM THE NEAR REGISTRY MAY DIFFER FROM ACTUAL CONDITIONS, AND MAY NOT BE SUITABLE FOR THE PARTNER APPLICATION. PARTNER SHALL EXERCISE INDEPENDENT JUDGMENT WHEN USING THE SERVICES TO ENSURE THAT (i) SERVICES ARE SUITABLE FOR THE PARTNER APPLICATION; AND (ii) THE PARTNER APPLICATION IS SAFE FOR END USERS AND OTHER THIRD PARTIES.

11.2 Service Availability. PulsePoint shall use commercially reasonable efforts to maintain availability of the Services. PulsePoint does not guarantee any level of uptime or provide a service level agreement.

12. Indemnification.

12.1 Partner Indemnification Obligations. Unless prohibited by applicable law, Partner shall indemnify, defend and hold harmless PulsePoint and its officers, directors, employees, agents and representatives from and against any and all Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Partner Indemnified Materials or (b) Partner's or an End User's use of the Services in violation of this Agreement.

12.2 PulsePoint Indemnification Obligations. PulsePoint shall indemnify, defend and hold harmless Partner and its officers, directors, employees, agents and representatives who participate under this Agreement (the "Partner Indemnified Parties"), from and against any and all Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an Allegation that the Partner Indemnified Parties' use of PulsePoint Indemnified Materials infringes such third party's Intellectual Property Rights.

12.3 Remedies.

(a) If PulsePoint reasonably believes that the Services could infringe on a third party's Intellectual Property Rights, then PulsePoint may, at its sole discretion and expense: (i) procure the right for Partner to continue using the Services; (ii) modify the Services to make the Services non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If PulsePoint, in its sole and exclusive discretion, does not believe that the remedies set forth in Section 12.3(a) are commercially reasonable, PulsePoint shall have the right to immediately Suspend or terminate Partner's use of the impacted Services at any time.

12.4 Sole Rights and Obligations. Without affecting either Party's termination rights, this Section 12 sets forth the Parties' sole and exclusive remedy under this Agreement for any Allegations of Intellectual Property Rights infringement covered by this Section 12.

13. Liability.

13.1 Limited Liabilities.

To the extent permitted by applicable law and subject to Section 13.2 (Reserved Liabilities), neither Party shall have any Liability arising out of or relating to this Agreement for any (i) indirect, consequential, special, incidental, or punitive damages or (ii) lost revenues, profits, opportunities, savings, or goodwill, whether arising out of or as a result of breach of contract, warranty, tort (including negligence), strict liability or otherwise.

13.2 Reserved Liabilities. Nothing in this Agreement shall exclude or limit either Party's Liability for:

- (a) its infringement of the other Party's Intellectual Property Rights; or
- (b) matters for which Liability cannot be excluded or limited under applicable law.

14. Dispute Resolution.

14.1. Mediation. With the exception of a claim for injunctive relief, for which the claiming Party may proceed immediately to a court action, before invoking the Court Action dispute mechanism set forth in Section 14.2 of this Agreement, the Parties shall first participate in mediation of any dispute arising under this Agreement (whether contract, tort or both). The mediator shall be a retired judge or practicing attorney agreed upon by the Parties. Mediation shall be held in Contra Costa County, California. The cost of the mediation shall be borne by the Parties equally. At least ten (10) business days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each Party shall send to the mediation a person who has authority to bind the Party. If the subject dispute shall involve third parties, such as an insurer, subconsultants, agents, contractors or subcontractors, they shall also be asked to participate in the mediation. If a Party has participated in the mediation and is dissatisfied with the outcome, that Party may invoke the dispute resolution provisions set forth in Section 14.2 of this Agreement. If any Party commences a court action based on a dispute or claim to

which this Section 14.1 applies without first attempting to resolve the matter through mediation, then in the discretion of the judge, that Party shall not be entitled to recover attorneys' fees even if they would otherwise be available to that Party in such court action.

14.2. Court Action. Any dispute or claim in law or equity between the Parties arising out of this Agreement which has not settled through mediation as provided in Section 14.1 of this Agreement, shall be decided and adjudicated through court action in the state or federal courts having jurisdiction over Contra Costa County, California. Any claim by a Party for injunctive relief shall not be subject to the mediation procedure set forth in Section 14.1, and may proceed directly to a court action. A Party seeking injunctive relief under this Agreement shall be entitled to do so on an ex-parte basis. In the event that any injunctive relief is sought, the time period for any interim and/or preliminary injunctive relief sought shall be the maximum permissible pursuant to the respective California or federal law. Any injunctive relief sought and granted by any court having jurisdiction, shall be in addition to, and not in lieu of, any other remedies available at law and/or in equity. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement.

15. Miscellaneous.

15.1 Notices. All notices must be in writing and addressed: (a) in the case of PulsePoint, to info@pulsepoint.org; and (b) in the case of Partner, to the Notification Email Address. Notice shall be treated as given on receipt as verified by written or automated receipt or by electronic log (as applicable).

15.2 Assignment. Partner may not assign this Agreement without the written consent of PulsePoint, except where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning Party remains liable for all of Partner's obligations under this Agreement, including, without limitation, in the event that the

assignee is in default of this Agreement; and (c) Partner has first notified PulsePoint in writing of the assignment. Any other attempt by Partner to assign this Agreement shall be void and of no effect.

15.3 Change of Control. If Partner experiences a change of Control other than an internal restructuring or reorganization, Partner shall provide written notice thereof to PulsePoint within thirty (30) days after the effective date of the change of Control. PulsePoint shall have the right to immediately terminate this Agreement at any time between the change of Control and that date which is thirty (30) days after PulsePoint receives written notice of the change of Control.

15.4 Force Majeure. Neither Party shall be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, war, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk) and/or governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including, without limitation, any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto).

15.5 No Agency. This Agreement does not create any agency, partnership or joint venture between the Parties.

15.6 No Waiver. Neither Party shall be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

15.7 Severability. If any part of this Agreement is invalid, illegal, or unenforceable, the rest of this Agreement shall remain in effect.

15.8 No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third Party unless it expressly states that it does.

15.9 Equitable Relief. Nothing in this Agreement shall limit either Party's ability to seek equitable relief, including, without limitation, an injunction.

15.10 Governing Law.

(a) For U.S. City, County, and State Government Entities. If Partner is a U.S. city, county or state government entity, this Agreement shall not specify any governing law or venue.

(b) For All Other Entities. If Partner is any entity not listed in Section 15.10 (a), the following provisions shall apply: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES SHALL BE GOVERNED BY CALIFORNIA LAW, EXCLUSIVE OF ANY CONFLICTS OF LAWS PRINCIPLES, AND SHALL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS HAVING JURISDICTION OVER CONTRA COSTA COUNTY, CALIFORNIA, USA. THE PARTIES CONSENT TO PERSONAL JURISDICTION IN SUCH COURTS.

15.11 Amendments. Except as stated in Section 1.6.2 (Modifications; To This Agreement) of this Agreement, any amendment to this Agreement shall be in writing, shall expressly state that it is amending this Agreement, and shall be signed by both Parties.

15.12 Entire Agreement. This Agreement states all terms agreed upon between the Parties and supersedes any prior or contemporaneous agreements between the Parties relating to its subject matter. In entering into this Agreement, neither Party has relied on, and neither Party shall have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly stated in this Agreement. This Agreement includes URL links to other terms (including the URL Terms), which are incorporated by reference into this Agreement. After the Effective Date, PulsePoint may provide an updated URL in place of any URL in this Agreement.

15.13 Conflicting Terms. In the event of a conflict between the documents that make up this Agreement, the following items shall control in the following order: this Agreement and the terms at any URL.

15.14 Conflicting Languages. If this Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text shall govern.

15.15 Captions And Headings. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and shall not define, limit, construe or describe the scope or intent of this Agreement.

15.16 Attorneys' Fees. If any Party brings a legal action against the other Party arising out of any provision of this Agreement, including, without limitation, an action for injunctive or other equitable relief, the prevailing Party in such legal action shall be entitled to recover his/her/its/their reasonable attorneys' fees and actual costs from the other Party, in addition to any other relief that may be granted to such prevailing Party.

15.17 Confidentiality. Neither Party shall disclose any Confidential Information of the other Party to any unauthorized person or entity, except as required by law, and except to the extent that such information can be shown to have been (a) previously known by the Party to which it was furnished, (b) in the public domain through no fault of such Party or (c) later lawfully acquired from other sources by the Party to which it was furnished. Each Party shall restrict disclosure of Confidential Information to its employees, consultants and agents only on a "need to know" basis and who have agreed to be bound by this Confidentiality provision, and each Party agrees not to release or disclose such Confidential Information to any other person, except its auditors, attorneys, financial advisors, bankers and other consultants and advisors who shall be advised of the provisions of this Section 15.17.

16. Definitions.

"Account" means Partner's PulsePoint Account.

"Allegation" means an unaffiliated third party's allegation.

"Brand Features" means each Party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Confidential Information" means information that one Party discloses to the other Party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Without limiting the foregoing, Confidential Information shall include Feedback, as defined in Section 16 of this Agreement.

"Control" means control of greater than 50% of the voting rights or equity interests of a Party.

"Documentation" means the then-current PulsePoint documentation for the Services, including the NEAR Registry API documentation available at the Documentation URL.

"Documentation URL" means the following URL set forth here:

https://docs.google.com/document/d/1Qgg_EOrAQZ6zSZ5504wDvRjp05ziKZ2ponplMbdW8Y

"Feedback" means feedback or suggestions about the Services provided by Partner to PulsePoint. Feedback shall be included in Confidential Information, as defined in Section 16 of this Agreement.

"including" means "including but not limited to".

"Indemnified Liabilities" means any (a) settlement amounts approved by the indemnifying Party; and (b) damages and costs finally awarded against the indemnified Party by a court of competent jurisdiction.

"Intellectual Property Rights" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

"Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the Parties.

"NEAR" or "NEAR Registry" means the National Emergency AED + Resource Registry.

"NEAR Content" means any content provided through the Services (whether created by PulsePoint or its third-party licensors), including location information for AEDs, naloxone, bleeding control kits and epinephrine, resource images, coordinator and site information, device and consumable data.

"Notification Email Address" means the email address(es) designated by Partner in PulsePoint Central.

"Partner Application" means any web page or application (including all source code and features) owned or controlled by Partner, or that Partner is authorized to use.

"Partner End User" or "End User" means an individual or entity that Partner permits to use the Services or Partner Application(s).

"Partner Indemnified Materials" means the Partner Application and Partner Brand Features.

"PulsePoint Central" means the online console(s) and/or tool(s) provided by PulsePoint to Partner for administering the Services.

"PulsePoint Indemnified Materials" means PulsePoint's technology used to provide the Services (excluding any open source software) and PulsePoint's Brand Features.

"Services" means the NEAR Content and the Software.

"Significant Deprecation" means a material discontinuance or backwards incompatible change to the Services.

"Software" means any downloadable tools, Application Programming Interfaces, or other computer software provided by PulsePoint for use as part of the Services, including updates.

"Suspend" or "Suspension" means disabling access to or use of the Services or components of the Services.

"Term" has the meaning stated in Section 8.1 of this Agreement.

"Terms URL" means the following URL set forth here: <https://www.pulsepoint.org/near-registry-platform-terms-of-service>

"Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

“PULSEPOINT”

PulsePoint Foundation
A California nonprofit public benefit corporation

By: _____

Its: _____

Date: _____

“PARTNER”

By: _____

Its: _____

Date: _____

EXHIBIT "A"

List of Partner Applications