TERMS OF USE AND SOFTWARF LICENSE AGREEMENT

Please read these Terms of Use and Software License Agreement (the "Agreement") carefully before installing the Go.Data Software (the "Software").

By installing and/or using the Software, you (the "Licensee") enter into an agreement with the World Health Organization ("WHO") and you accept all terms, conditions, and requirements of the Agreement.

1. Components of the Software

1.1. The Software is a product developed by WHO (the "**Software**") and enables you to input, upload and view your data (the "**Data**").

This Agreement governs your use of the Software you have downloaded

2. Third-party software

- 2.1. <u>Third-party software embedded in the Software</u>. The Software utilizes third party open source software, issued under multiple license types (including Artistic 2.0, Apache 2.0, the "GNU Affero GPL version 3", BSD (3 clause), ISC, WTFPL and the "MIT license") (the "**Third Party Components**") which are embedded within the Software.
- 2.2. WHO disclaimers for third-party software. WHO makes no warranties whatsoever, and specifically disclaims any and all warranties, express or implied, that either of the Third Party Components are free of defects, virus free, able to operate on an uninterrupted basis, merchantable, fit for a particular purpose, accurate, non-infringing or appropriate for your technical system.
- [2.3. Other third-party software. To the extent you are required to enter into a user license in order to use the Software, WHO is not a party to any such license, and WHO therefore disclaims all liability, responsibility, and/or involvement with any such license. WHO shall not be held liable or responsible for either any breach of any of the terms and conditions of such user licenses entered by you, or any damages arising from your use of such user licenses].
- 2.4. <u>No WHO endorsement of third-party software</u>. The use of the Third Party Components or other third-party software does not imply that these products are endorsed or recommended by WHO in preference to others of a similar nature.

3. License and Terms of Use for the Software

3.1. <u>Copyright and license</u>. The Software is copyright (©) World Health Organization, 2018, and is distributed under the terms of the <u>GNU Affero General Public License (GPL)</u>, <u>version 3</u>. As stated in the source code for the Software, the Software incorporates or makes reference to the Third Party Components, and WHO issues the Software under GNU Affero GPL "version 3" in part to comply with the terms of those software. WHO disclaims any responsibility or liability with respect to the use or completeness of such license.

4. Copyright, Disclaimer and Terms of Use for the Maps

- 4.1. The boundaries and names shown and the designations used on the maps [embedded in the Software] (the "Maps") do not imply the expression of any opinion whatsoever on the part of WHO concerning the legal status of any country, territory, city or area or of its authorities, or concerning the delimitation of its frontiers or boundaries. Dotted and dashed lines on maps represent approximate border lines for which there may not yet be full agreement.
- 4.2. Unlike the Software, WHO is not publishing the Maps under the GNU Affero GPL. The Maps are not based on "R", they are an independent and separate work from the Software, and is not distributed as "part of a whole" with the Software, as those terms and concepts are used in the GPL.

5. Retained Rights and Limitations on Use

- 5.1. <u>Retained Rights</u>. Except as otherwise indicated herein, WHO owns and shall retain all right, title and interest in and to the Software, including all intellectual property rights embodied therein, including (i) all of the service marks, trademarks, trade names or any other designations associated with the Software; and (ii) all copyrights, patent rights, trade secret rights, and other proprietary rights relating to the Software. Nothing contained in this License shall be deemed to convey to the Licensee any title or ownership in the Software or the related documentation.
- 5.2. <u>Technical limitations of Use</u>. You shall not remove any WHO identification or notices of any proprietary, patent or copyright restrictions from the Software, or any support material such as the related documentation.

6. Acknowledgment and Use of WHO Name and Emblem

6.1. You shall not state or imply that results from the Software are WHO's products, opinion, or statements. Further, you shall not (i) in connection with your use of the Software, state or imply that WHO endorses or is affiliated with you or your use of the Software, the Software, the Maps, or that WHO endorses any entity, organization, company, or product, or (ii) use the name or emblem of WHO in any way. All requests to use the WHO name and/or emblem require advance written approval of WHO.

7. Disclaimers by WHO

- 7.1. <u>No WHO warranties</u>. WHO makes no warranty with respect to the Software, and disclaims all statutory or implied warranties, expressed or implied, as to the accuracy, completeness or usefulness of any information, apparatus, product, or process related to the Software, including, without limitation, to any warranty of design or fitness for a particular purpose, even if WHO has been informed of such purpose. WHO does not represent that the use of the Software would not infringe third parties' proprietary rights. **WHO provides the Software "as is"**, and does not represent that the Software is operational, free of defects, virus free, able to operate on an uninterrupted basis, or appropriate for your technical system.
- 7.2. <u>Country or area designations</u>. The designations employed and the presentation of the material in the Software do not imply the expression of any opinion whatsoever on the part of WHO concerning

the legal status of any country, territory, city or area, or of its authorities, or concerning the delimitation of its frontiers or boundaries.

7.3. <u>Mentions of companies or products</u>. Any mention of specific companies or of certain manufacturers' products does not imply that they are endorsed or recommended by the World Health Organization in preference to others of a similar nature that are not mentioned. Errors and omissions excepted, the names of proprietary products are distinguished by initial capital letters.

8. Limitation of WHO's Liability

- 8.1. WHO shall not be liable for any loss or damage arising directly or indirectly in connection with, or resulting from, your use of the Software.
- 8.2. WHO further expressly excludes liability for any indirect, special, incidental or consequential damages which may arise in respect of the Software and its use, and the results thereof.
- 8.3. WHO expressly excludes liability for any damages which may arise in respect of the use of the Data by the Licensee.

9. Your Indemnification of WHO

9.1. You shall indemnify, hold harmless, and defend at your own expense WHO, its officers, agents, and employees from and against any claims, demands, causes of action, and liability of any nature or kind resulting from or relating to your use of the Software.

10. Term and Termination of this Agreement

- 10.1. This Agreement shall remain in effect so long as you hold any copy of the Software on any of your computer systems or storage media. This Agreement, including the rights granted under it, shall terminate automatically upon any breach by you of any of its terms. Further, WHO may terminate this Agreement, including the rights granted under it, at any time, with immediate effect, for any reason, by written notice to you. This Agreement is the entire agreement between you and WHO with respect to its subject matter. This Agreement may only be amended by mutual written agreement of you and WHO.
- 10.2. Upon termination of this License for any reason whatsoever, you shall immediately cease all use of the Software and destroy and/or remove all copies of the Software from your computer systems and storage media.

11. General Provisions

- 11.1. You may not assign this Agreement without the prior written agreement of WHO (such agreement not to be unreasonably withheld).
- 11.2. This Agreement may not be supplemented, modified, amended, released or discharged, unless approved in writing by WHO. WHO reserves the right to make changes and updates to this Agreement without prior notification. Such changes and updates shall be applied as of the date of

their issuance. Any waiver by WHO of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

- 11.3. If any provision of this Agreement is invalid or unenforceable, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- 11.4. Paragraph headings in this Agreement are for reference only.
- 11.5. Any matter relating to the interpretation or application of this Agreement which is not covered by its terms shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, in accordance with the UNCITRAL Arbitration Rules. The parties shall accept the arbitral award as final.

12. Privileges and Immunities of WHO

12.1. Nothing contained herein or in any license or terms of use related to the subject matter herein (including, without limitation, the GNU General Public License discussed in paragraph 3.1 above) shall be construed as a waiver of any of the privileges and immunities enjoyed by the World Health Organization under national or international law, and/or as submitting the World Health Organization to any national jurisdiction.
