WHATNOW SERVICE PROGRAM
PARTICIPATION AGREEMENT

This WhatNow Service Program Participation 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 WhatNow Service Program described below in this Agreement (the "Program"). The individual accepting the terms and conditions of this Agreement on behalf of NS by clicking the 'Accept' button below ("You") represents and warrants that (i) You have full legal authority to bind NS to these terms and conditions, (ii) You have read and understands this Agreement, and (iii) You agree, 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 Program materials (as described in Section 1 below, "Program Materials"). By downloading, accessing or using the accompanying Program Materials, 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 NS to participate in the Program. In such event, You may not download, install, access, use or copy Program Materials.

1. **THE PROGRAM.** The Program is for the purpose of distributing Public Awareness and Public Education Key messages ("PAPE Messages") contextualized to government weather and disaster event warning and watch notices ("Event Alerts") to the public. The Program will initially distribute data feeds of Event Alerts and PAPE Messages ("Data Feeds") through an Application Protocol Interface ("API") to online media platforms ("Authorized Users"). Through the API, Authorized Users can distribute PAPE Messages contextualized to Event Alerts to Authorized User's end users. NS can participate in the Program by (i) customizing PAPE Messages to the geographic and other conditions of the NS's country ("Customized PAPE Messages") and contributing NS's Customized PAPE Messages to GDPC for the Program, including the API; and (ii) authorizing GDPC and its Authorized Users to associate the Customized PAPE Messages with NS's name and logo. Program Materials shall be template of globally applicable PAPE Messages for customization by NS and any materials provided by GDPC to NS pursuant to Section 5 below.

2. **PROGRAM RULES, PROCEDURES AND REQUIREMENTS.** NS agrees to follow all rules, procedures and requirements related to participation in the Program and customizing the PAPE Messages ("Program Rules"):

   2.1   Localize template of globally applicable PAPE Messages appropriate to national context and/or utilize National Societies' approved hazard-specific action messages;
   2.2   Ensure messages are evidence-based, concise, and actionable;
   2.3   Ensure messages are aligned with applicable urgency level;
   2.4   Ensure messages are in conformity with local laws governing NS and best practice;
   2.5   Update messages accordingly.

3. **LICENSE GRANT TO NS.** GDPC grants NS a royalty-free nontransferable, nonexclusive license to receive, store, reproduce and create derivative works of the PAPE Messages for provision of the Customized PAPE Messages and updates thereto to GDPC in association with NS's participation in the Program and in conformity with Program Rules.

4. **LICENSE GRANT TO GDPC.** NS warrants that it has all necessary rights to grant, and grants to GDPC a royalty-free, worldwide, nonexclusive license (i) to receive, store, reproduce, distribute, publicly display, publicly perform, create derivative works of, and use the NS's Customized PAPE Messages as updated from time to time, and to authorize Authorized Users to receive, store, reproduce, distribute, publicly display and publicly perform the Customized PAPE Messages in Authorized User's web and mobile applications consistent with the terms of the agreement between GDPC and Authorized User; and (ii) to use NS's name and logo (in the form provided in Exhibit A hereto) in association with the Customized PAPE Messages. The NS name and logo and the Customized PAPE Messages shall be referred to herein as the "NS Content."

5. Notices sent pursuant or pertaining to this Agreement, shall be provided to the following:

   For GDPC: name: Bonnie Haskell

	title:	Advisor, Community Preparedness
	email address:	bonnie.haskell@redcross.org
	address:	431 18th St. NW
		Washington, DC 20006 USA

For NS: name:
         title:
         email address:
         address:

6. **PUBLICITY.** From time to time, GDPC may provide NS with approved marketing materials and messaging regarding the Program for distribution within NS's territory.

7. **TERMINATION.** GDPC is not obligated to use the NS Content, and may elect to terminate at any time the Program, Data Feeds, and/or the API or other means of distribution utilized by GDPC in the future. The licenses granted herein shall continue for so long as GDPC or its affiliate or successor operates the Program or a successor program that utilizes the PAPE Messages.

8. **WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GDPC AND ITS LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PROGRAM, API, PROGRAM MATERIALS, AND DATA FEEDS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE.**

9. **THE PROGRAM, API, PROGRAM MATERIALS, DATA FEEDS, AND THE INFORMATION CONTAINED THEREIN IS PROVIDED FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY. GDPC AND ITS LICENSORS SHALL NOT BE HELD LIABLE IN ANY WAY TO NS, YOU, AUTHORIZED USERS OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, FOR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS, IN RESPECT OF THE PROGRAM, API, PROGRAM MATERIALS AND DATA FEEDS. GDPC STRIVES TO MAINTAIN ACCURATE INFORMATION FROM A VARIETY OF THIRD PARTY SOURCES INCLUDING VARIOUS HYDRO-METEOROLOGICAL AND EMERGENCY MANAGEMENT AGENCIES AS WELL AS OTHER PROVIDERS OF WEATHER-RELATED DATA (COLLECTIVELY, THE "DATA PROVIDERS"), BUT CANNOT GUARANTEE THAT SUCH INFORMATION IS UP-TO-DATE, TIMELY, ACCURATE OR AVAILABLE. GDPC IS NOT RESPONSIBLE FOR THE ACCURACY OR TIMELINESS OF INFORMATION PROVIDED BY SUCH DATA PROVIDERS. IN ADDITION, BECAUSE OF THE METHODS IN WHICH INFORMATION IS RECEIVED AND DERIVED (INCLUDING VIA RECORDED MEDIA AND THE INTERNET), GDPC CANNOT GUARANTEE THE INFORMATION RECEIVED FROM THE DATA PROVIDERS IS ACCURATE OR COMPLETE. THE DATA PROVIDERS ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND TIMELINESS OF INFORMATION PROVIDED.**

10. **INDEMNIFICATION.** GDPC will indemnify, defend and hold harmless NS and its directors, officers, employees and agents from and against any and all third-party claims, actions, demands, damages, costs, liabilities, losses and expenses, including without limitation, reasonable attorneys' fees and costs, ("Claims") arising from GDPC's breach of the terms of this Agreement. NS agrees to indemnify, defend and hold harmless GDPC and its affiliates and its and their respective directors, officers, employees and agents harmless from and against any and all Claims arising from NS's breach of the terms of this Agreement.

11. **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.**

EXHIBIT A

NS Name and Logo