

WHAT NOW 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 WhatNow Service described below in this Agreement (the “WhatNow Program”). 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 [WhatNow materials] (as described in Section 1 below, the “What Now Materials”). By downloading, accessing or using the accompanying What Now 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 What Now Program. In such event, you may not download, install, access, use or copy the What Now Materials.

1. **THE PROGRAM.** The WhatNow Service is a program for distributing a datafeed of hazard-specific key action messages founded on IFRC’s Public Awareness and Public Education Key Messages (PAPE) in association with government weather and disaster event alerts to online media platforms (“Authorized Users”) via a datafeed (“Data Feed”) distributed through an Application Protocol Interface (“API”). Through the API, Authorized Users can distribute weather and disaster event specific specific action messages to the geographic and other conditions of the NS’s country (“Customized Messages”) and contributing NS’s Customized Messages to GDPC and the WhatNow Program Data Feed; and (ii) authorizing GDPC and its Authorized Users to associate the Customized PAPE Messages distributed through the API with NS’ name and logo.
2. **PROGRAM RULES, PROCEDURES AND REQUIREMENTS.** NS agrees to follow all rules and procedures related to participation in the What Now Program and customizing the PAPE Messages:
 - a. Localize template of globally applicable PAPE messages appropriate to national context and/or utilize National Societies’ approved hazard-specific action messages
 - b. Ensure messages are evidence-based, concise, and actionable
 - c. Ensure messages are aligned with applicable urgency level
 - d. 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 Paper Messages to GDPC in association with NS’s participation in the What Now Program subject to the program rules, procedures and requirements stated above.
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, and to authorize Authorized Users of the What Now API to receive, store, reproduce, distribute, publicly display and publicly perform the Customized PAPE Messages in the Data Feed in Authorized User’s web and mobile applications consistent with the terms of the What Now API End User Licensing 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 in the Data Feed. The NS name and logo and the Customized PAPE Messages shall be referred to herein as the “NS Content.”
5. **PUBLICITY.** From time to time, GDPC may provide NS with approved marketing materials and messaging regarding the What Now Program, API and Authorized Users for distribution within NS’s territory.

6. **TERMINATION.** GDPC is not obligated to use the NS Content, and may elect to terminate the What Now Program and API at any time. The licenses granted herein shall continue for so long as GDPC or its affiliate or successor operates the What Now Program or a successor program that utilizes the Data Feed and/or PAPE Messages.
7. **WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, GDPC AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE WHAT NOW PROGRAM, THE API, AND THE DATA FEED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE.**
8. **THIS WHAT NOW PROGRAM, API, DATA FEED, AND THE INFORMATION CONTAINED THEREIN IS PROVIDED FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY. 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 THESE DATA PROVIDERS IS ACCURATE OR COMPLETE. THE DATA PROVIDERS ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND TIMELINESS OF INFORMATION PROVIDED.**
9. **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 without limitation, reasonable attorneys' fees and costs, ("Claims") from any intellectual property infringement claims arising out of the What Now Program. 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 Claims arising out of use of the NS Content, and any and any and all Claims arising from NS's breach of the terms of this Agreement.
10. **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