

LICENSING AGREEMENT

AGREEMENT effective July 8, 2023, between the **Department of Defense, Combat Casualty Care Research Program** (hereinafter referred to as "DoD") and **Williamson County EMS** (hereinafter referred to as "Licensee").

WHEREAS, STOP THE BLEED® is a U.S. Government program that addresses the need to train and enable the public to take critical lifesaving actions to control severe blood loss caused by a traumatic injury (hereinafter referred to as the "Program"); and

WHEREAS, DoD owns multiple United States and foreign trademark registrations on the STOP THE BLEED® marks shown in paragraph 2 of this Agreement (hereinafter referred to as the "Marks"); and

WHEREAS, the Program has adopted the Marks as its official symbol and authorized its use by third parties for the purposes set forth in this Agreement; and

WHEREAS, Licensee desires to utilize the Marks in connection with its educational and promotional activities in support of the Program; and

WHEREAS, DoD is willing to authorize the Licensee to use the Marks under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. GRANT OF LICENSE: Subject to the limitations set forth in this Agreement, DoD hereby grants to Licensee, the non-exclusive right and license to use the Marks, in the Territory described below, in conjunction with its **EDUCATIONAL AND OUTREACH EFFORTS TO SUPPORT AND PUBLICIZE THE PROGRAM**. Educational efforts include all in-person, virtual and online classes taught by qualified bleeding control professionals and/or instructors certified by the American College of Surgeons or the Stop the Bleed Coalition. (See paragraph 9.1, below.) Outreach efforts include promoting the Program and its purposes on Licensee's website, posters and other promotional pieces it creates that deal with how to stop or control severe bleeding. Licensee agrees that it will not use the Marks or the STOP THE BLEED® Badge shown in paragraph 6.2 (hereinafter referred to as the "Badge") in a manner that would indicate DoD's endorsement of any of its products or services. This specifically includes not putting the Marks or Badge on any webpage where any of Licensee's products or services are promoted or sold. Upon request from DoD, Licensee agrees to include appropriate disclaimers on its website and promotional materials.

2. MARKS: The term Marks, as used in this Agreement, shall include the Word Mark and Logo/Design Marks shown below. The registered ® symbol shall be reproduced in the relative size and location shown in the STOP THE BLEED® Style Guide (hereinafter referred to as the "Style Guide"). Upon request, DoD shall provide Licensee with high-resolution copies of the Marks. The Style Guide is available online at: <https://stopthebleedcoalition.org/styleguide>.

Word Mark:

STOP THE BLEED®

Logo/Design Marks:



Stop Sign Logos: The Stop Sign logo is intended for uses where the display of the entire STOP THE BLEED® logo is not practical. All uses of the Stop Sign logos must conform with guidance provided in the Style Guide and be specifically approved in writing by DoD before the logos can be used by Licensee.



3. **ROYALTY:** This is a royalty free license.

4. **TERRITORY:** Unless otherwise agreed by DoD in writing, this license is only valid for teaching an approved STOP THE BLEED® Bleeding Control Course in the following territory:

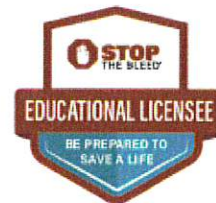
Williamson County and Central Texas

5. **STUDENT FEES:** Licensee's use of the Marks is restricted to non-profit educational purposes. Students may be charged a fee for attending Licensee's educational classes. However, unless otherwise authorized by DoD in writing, all such student fees collected by Licensee must be used exclusively for Licensee's educational and/or outreach activities in support of the Program. A separate license is required if the Licensee is operating a for-profit educational program. A for-profit program is one where a portion of the student fees are used for purposes not directly related to the cost of operating and promoting of the Program.

6. **FREE EDUCATIONAL LICENSEE PORTAL:** Once this Agreement has been signed by both Licensee and DoD, the Licensee will receive an email with information on how it can establish an account giving it access to the Educational Licensee Account Portal (the "Portal") established by DoD. There is no cost to the Licensee to set up an account and the Portal provides access to important training aids, including the following:

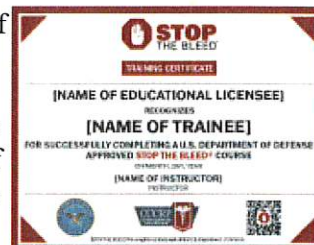
6.1. **STB Course Materials.** DoD approved bleeding control course slides and support materials created by the Stop the Bleed Coalition. This is a one-hour bleeding control class that provides instruction in how to treat traumatic injuries involving severe blood loss.

6.2. **Educational Licensee Badge.** DoD has developed a distinctive badge that can be used by the Licensee to promote the fact that it has been issued a DoD STB Educational License. The badge is designed to be displayed on Licensee's website and in other promotional materials that are directly related to its bleeding control training program. The purpose of the Badge is to show the public that the Licensee has been



licensed by DoD to provide STOP THE BLEED® branded bleeding control training. Images of the Badge can be downloaded from the Portal.

6.3. Training Certificates. DoD has created a variety of training certificates that are available for issuance to students that have completed all portions of the STOP THE BLEED® bleeding control course. Fill in the blank certificates can be downloaded from the Portal. Some of these samples allow the Licensee to show its logo on the certificate also. Any Licensee desiring to modify the certificate to meet its individual needs must submit a drawing of the certificate to DoD for approval at stopthebleed@stripes.osd.mil. All certificates created by the Licensee must in compliance with guidelines set forth in the Style Guide and must be approved by DoD in writing before they can be used. The issuance of a student certificate is not required under this Agreement.



6.4. Filing Quarterly Reports. Paragraph 11 of this Agreement requires licensees to submit quarterly training reports. The Portal provides the Licensee the opportunity to file these reports online. The form is designed to take about 5 minutes to complete.

7. PROMOTIONAL PRODUCTS: This license does not authorize or permit the Licensee to produce any promotional products (T-shirts, mugs, stickers, etc.) or bleeding control devices or products (tourniquets, hemostatic gauze, first aid kits, etc.) bearing the Marks. Below are the options available to Licensees desiring to use promotional items in promoting their bleeding control program.

7.1. Pre-approved STOP THE BLEED® branded promotional products, including co-branded product, can be purchased from the STOP THE BLEED® Shop at <https://shopstopthebleed.com/>. Licensees can use any merchandise purchased from this website for the promotion of their bleeding control training program.

7.2. Licensees desiring to create their own branded products must request a separate product license application form from DoD at stopthebleed@stripes.osd.mil. These licenses will only be granted in situations where the products desired are not sold by the STOP THE BLEED® Shop or where there are valid reasons for procuring the products from a different source. Before a license is granted, DoD must approve of the manufacturer of the products, the artwork, and the quality of the actual product. This may involve sending product samples to DoD. Product samples sent to DoD are normally not returned.

8. CO-BRANDING: The Marks may be co-branded with Licensee's corporate name, trade name(s) and logos on its website, posters, etc., that are designed to promote Licensee's bleeding control courses. All co-branding must conform to the provisions of Co-Branding section of the Style Guide and may not be done in a manner that would imply an endorsement by DoD of Licensee's organization or training program. DoD reserves the right to require

Licensee to send it artwork and/or product samples showing how the Marks are displayed with Licensee's logo. DoD may require changes to the way Licensee uses its names and logos in conjunction with the Marks. Co-branded products purchased from the STOP THE BLEED® Shop website shown in paragraph 7.1 do not require further review by DoD. Co-branded products coming from other sources must be licensed by DoD in the manner set forth in paragraph 7.2 above.

9. COURSE CURRICULUM: The Program seeks to translate DoD's battlefield medical success to the civilian sector by providing the public with training that will enable those taking the course to stop or reduce life-threatening bleeding. The overall goal of all STOP THE BLEED® training is to motivate the student to take immediate action when someone is injured, to be able to differentiate life-threatening from non-life-threatening bleeding, and to promptly apply pressure to stop or reduce bleeding. This includes applying direct pressure, packing and wrapping the wound and proper use of a tourniquet.

9.1. Approved STOP THE BLEED® Courses: There are currently two DoD approved STOP THE BLEED® bleeding control courses being offered. Instructors desiring to teach one of these courses must request certification through the course's sponsoring organization.

The American College of Surgeons STOP THE BLEED® Course. The instructor portal can be found at: <https://www.stopthebleed.org/training/>

The Stop the Bleed Coalition STOP THE BLEED® Course. Course materials are available at the Portal mentioned in paragraph 6 above.

9.2 Licensee Created Courses: Bleeding control courses created by the Licensee must be approved by DoD before they are offered to the public. Licensee created courses offered to the public pursuant to this Agreement should provide training in the following areas:

9.2.1. That when there is substantial bleeding, there exists a need to act immediately because uncontrolled bleeding can cause death within minutes.

9.2.2. That hemostatic or medical gauze should be used to pack and wrap the wound, but a shirt, a towel, or other material can be used if that is all that is available.

9.2.3. That direct pressure should be applied to the wound to reduce bleeding, but if significant bleeding continues, a tourniquet should be considered for bleeding from the arms or legs. This includes providing instruction on how to recognize when a tourniquet is needed, providing guidance on how to properly apply a tourniquet and how to recognize when a second tourniquet might be required.

9.2.4. That gloves, face masks or other types of physical barriers should be used if available.

9.2.5 That, if bleeding is severe, when possible, someone else at the scene of a traumatic bleeding incident should be directed to call for emergency medical help.

10. USE OF ONLINE VIDEOS: Online videos may be used as part of the training authorized under this Agreement. However, certificates of course completion, like the one shown in paragraph 6.3, should not be issued until the participant has completed the in-person, hands-on skills section of the course that includes showing competency in applying direct pressure to reduce bleeding, packing and wrapping a wound and proper tourniquet application. Training videos created by the Licensee must be submitted to DoD for review and approval prior to their being used as part of a STOP THE BLEED® authorized bleeding control course. All proposed training videos should be sent to DoD at stopthebleed@stripes.osd.mil. If approved, Licensee grants DoD the unlimited right and license to reproduce the video and authorize third-parties to display the video for training purposes in support of the goals of the Program.

11. REPORTING REQUIREMENTS: As part of DoD's quality control procedures, the Licensee agrees to provide DoD with quarterly reports that provide the following information: (1) the number of qualified instructors available to teach their bleeding control course; (2) the number of classes taught during calendar quarter; (3) the total number of students that completed the course; (4) the number of course completion certificates issued (if any); (5) if the course Licensee offers are available to the general public and (6) the curriculum taught. (Does Licensee teach the course offered by the American College of Surgeons, the Stop the Bleed Coalition or a course created by the Licensee or some other party.) The reports are due 30 days following the end of the calendar quarter and the information may be sent in email form to stopthebleed@stripes.osd.mil. Reports may also be completed and filed online at the Portal mentioned in paragraph 6.4. Reports filed online will also request additional information to help DoD continue to develop the STOP THE BLEED® Program. Providing this additional information is not a requirement under this Agreement, but will help DoD continue to improve the STOP THE BLEED® Program.

12. OFFICIAL LIST OF LICENSEES: DoD has been requested by various states to establish a website, available to the general public, that contains a list of DoD's STOP THE BLEED® Educational Licensees. The states want to use the list to provide guidance to schools, government agencies and other organizations on where they can get qualified bleeding control training. By signing this Agreement, Licensee authorizes DoD to list Licensee's organization on this list, including its address and the contact information listed for the Primary Contact shown in paragraph 18.2 below. Notwithstanding the proceeding provisions, Licensee may request that its listing be deleted from the list or may request that its contact information be changed. This request may be made at the time this Agreement is signed or at any time thereafter. It is anticipated that organizations appearing on this list will receive inquiries from schools, other government organizations and the general public.

13. DoD EDUCATIONAL AIDS: DoD and its partners have created a number of aids to assist the Licensee in developing its educational program. These articles and other educational aids can be found on the Portal mentioned in paragraph 6. It is recommended that the Licensee carefully review this website prior to developing its own bleeding control training program. A short video on bleeding control created by DoD's Uniformed Services University of Health Sciences is available at: <https://stopthebleed.usuhs.edu/> A video created by the American College of Surgeons is available at <https://www.stopthebleed.org/training/#public>. DoD has also developed a STOP THE BLEED® bleeding control app which is available at no cost. The apps can be found at:

iOS devices. See: <https://itunes.apple.com/us/app/stb/id1336173602?mt=8>

Google Play: See: <https://play.google.com/store/apps/details?id=edu.usuhs.stb>

14. NO CHANGES IN ARTWORK OR DESIGNS: Licensee agrees that the Marks will be reproduced in a manner that is substantially identical to the appearance of the Marks in the Style Guide. Upon request, DoD shall provide Licensee with reproduction quality copies of the Marks. If requested by DoD, Licensee agrees to send DoD mock-ups of the posters and other promotional materials it intends to create and/or is using in support of its STOP THE BLEED® educational and outreach program.

15. DoD OWNERSHIP OF MARK AND BADGE:

15.1. DoD represents and Licensee acknowledges that DoD owns the Marks and agrees that it will do nothing inconsistent with such ownership, that all uses of the Marks and Badge by Licensee shall inure to the benefit of and be on behalf of DoD, and agrees to assist DoD, at its request, in recording this Agreement with appropriate governmental authorities. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Marks or Badge other than the rights outlined in this Agreement and Licensee agrees that it will not attack the title of DoD to the Marks or Badge, attack the validity of this License or any trademark, service mark, copyright or similar applications or registrations DoD may now or in the future, have on the Marks and Badge and their artistic elements. Licensee further agrees that it will not assist or cooperate with other parties in their efforts to attack DoD's trademarks and its right to control how the Marks are used.

15.2. Unless specifically authorized by DoD in writing, Licensee agrees that it will not apply for or secure trademark or copyright registration(s) on the Marks (or any words, logos or designs that are confusingly similar to the Marks) with any governmental entity in the United States or elsewhere. To the extent Licensee secures any common law or other ownership rights to any of the Marks (or any words, logos or designs that are confusingly similar to the Marks), Licensee agrees to promptly assign those rights to DoD upon request or upon the termination of this Agreement, whichever comes first. Licensee agrees to sign any documents prepared by DoD that are necessary to execute such assignment or to exercise any other right granted DoD in this Agreement.

15.3. Licensee shall not apply for, secure, or own any domain names or social media accounts that contains the words Stop the Bleed, Stop the Bleeding, or any variation thereof without DoD's prior written consent. This includes, but is not limited to, websites or Uniform Resource Locators (URL) and social media accounts like Facebook, Twitter, Instagram, LinkedIn. Licensee further agrees that any such domain name or account that is authorized by DoD pursuant to this paragraph shall be assigned to DoD upon the termination of this Agreement. DoD shall also have the right to direct that the Licensee abandon any such account instead of assigning it to DoD.

15.4. DoD's failure to timely enforce any provisions of this Agreement shall not constitute a waiver of its right to enforce any such provision in the future.

15.5. All the provisions of this paragraph and the following paragraph dealing with Representations and Warranties shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES: Both Parties warrant that they have full power and authority to enter into this Agreement and that the execution of this Agreement by it does not violate any agreements, rights or obligations existing between it and any third-party

before and/or during the Term. DoD represents and warrants that, to the best of its knowledge, the Marks licensed under this Agreement do not infringe upon or violate any third-party's rights. No warranties or representations regarding DoD's ownership of the Marks are made by DoD other than that the information provided to Licensee by DoD is true and accurate to the best of its knowledge. The Marks are registered trademarks in the United States and many foreign countries. However, there may be some countries where third-parties may claim rights to the slogan, Stop the Bleed, that are superior to those owned by DoD. If the Marks are to be used outside of the United States, Licensee is solely responsible for ensuring that such use does not violate any third-party rights. Licensee warrants and represents it will only use the Marks in the manner authorized in this Agreement and that such use will not violate or infringe upon any third-party intellectual property rights, trade secrets or other proprietary rights.

17. LICENSEE OWNERSHIP OF ITS NAMES AND LOGO: Nothing in this Agreement shall give DoD any ownership rights to any of Licensee's names or logo. However, DoD and its partners may display Licensee's name, logo and contact information in any listings it creates of groups that have been issued STOP THE BLEED® Educational Licenses by DoD.

18. POINT OF CONTACT – The Parties have designated the persons listed below as their Point-of-Contact for all matters dealing with this Agreement:

18.1. DoD at:

Therese A. West, DNP, APN, BC
Deputy Director
US Combat Casualty Care Research Program
504 Scott Street
Fort Detrick, MD 21702-5012

Copy to:

Ms. Tzipy Fromberg, MBA
Trademark Management Specialist
STOP THE BLEED® Program
Fromberg.tziporah@stripes.com

18.2. Licensee at:

Jim Persons
Williamson County EMS
james.persons@wilco.org

19. TERMINATION OF LICENSE: This Agreement shall commence as of the Effective Date shown above and shall terminate on the third anniversary of the Effective Date. This three-year period shall hereinafter be referred to as the "Term". Notwithstanding anything to the contrary contained in this Agreement, either party may terminate this license at any time by giving the other party 30 days written notice of its intent to terminate this Agreement. This Agreement shall terminate at the end of the notice period. The notice shall be sent to the other party's designated Point-of-Contact and shall be deemed to have been received by addressee on the date delivered. Such notice can be sent by email, regular mail or registered mail. However, the sender has the burden of proving delivery. If more than one contact is listed in

the Point-of-Contact section for either Party, the notice shall be sent to every person or entity listed.

20. OWNERSHIP NOTICE: On Licensee's website, and on the bottom of all posters and other printed materials where one or more reproductions of the Marks are displayed, the ownership notice shown below shall be reproduced in small print. The notice only needs be printed once on Licensee's website and only once on any printed document regardless of the length of the document.

STOP THE BLEED® is a registered trademark of the U.S. Department of Defense.
All rights reserved. ©DoD

21. INDEPENDENT CONTRACTORS: DoD and Licensee intend to act and perform as independent contractors and the provisions hereof are not intended to create any partnership, joint venture, agency, or employment relationship between the Parties.

22. CAPTIONS: Captions or headings used in this Agreement are for convenience or reference only and shall not be considered in the construction of this Agreement.

23. APPLICABLE LAW: This Agreement will be governed by, construed, and interpreted in accordance with the laws of the United States of America, without regard to conflict of law principles. Any action brought by Licensee for monetary damages against DoD shall be brought in the United States Court of Federal Claims; all other claims whether brought by DoD or Licensee shall be brought in the United States District Court for the Eastern District of Virginia.

U.S. DEPARTMENT OF DEFENSE
Combat Casualty Care Research Program

By: Dr. Therese A. West

Title: Deputy Director

SIGNATURE AREA

LICENSEE:
Williamson County

By: Bill Gravell, Jr.

Title: County Judge

Bill Gravell Jr.
SIGNATURE AREA
Bill Gravell Jr. (Aug 1, 2023 14:12 CDT)