C-TECC COPYRIGHT LICENSE AGREEMENT

THIS C-TECC COPYRIGHT LICENSE AGREEMENT (this "Agreement") is made effective as of this_____day of_____2022 between Committee for Tactical Emergency Casualty Care ("C-TECC"), a 501c3 corporation with an address of 19309 Winmeade Dr Suite 420 Leesburg VA 20176 and SAHCO CONSULTING Eurl. ("Licensee"), an organization with an address of 71, rue Ordener 75018, Paris - FRANCE.

RECITALS

WHEREAS, C-TECC has developed materials to educate first responders, public safety organizations, educational institutions and non-governmental organizations regarding the principles and applications of Tactical Emergency Casualty Care (referred to as the "Guidelines"); and

WHEREAS, C-TECC is the copyright owner of the Guidelines; and

WHEREAS, C-TECC wishes to make the Guidelines, including any updates to the Guidelines, available to these organizations as licensees for educational and training purposes in order to provide the Licensee's organizations with reliable and current information relating to Tactical Emergency Casualty Care; and

WHEREAS, Licensee is an eligible organization that the parties believe will benefit from the information contained in the Guidelines.

NOW, THEREFORE, C-TECC and Licensee agree as follows:

GRANT OF LICENSE. C-TECC has developed the Guidelines and owns the intellectual property, including copyright, associated with the Guidelines. C-TECC warrants and represents that it owns all right, title and interest in and to the Guidelines.

In accordance with this Agreement, C-TECC grants Licensee a non-exclusive license to use the Guidelines for educational and training purposes. A Licensee in good standing shall be entitled to any updates to the Guidelines that C-TECC issues.

Licensee is permitted to incorporate all or part of the Guidelines into its own training materials but must utilize the language of the Guidelines as written without significant alteration. Licensee agrees that it will comply with the ***Principles of Guidelines Instruction*** document that is incorporated in this Agreement and attached as Attachment 1. The Principles of Guidelines Instruction (Attachment 1) contains requirements that Licensee must follow in its use of the Guidelines and also addresses student expectations.

C-TECC retains title and ownership of the Guidelines. C-TECC further reserves unto itself all rights of every kind and nature except those specifically granted to Licensee by this Agreement.

ROYALTY, RENEWAL AND ROYALTY WAIVER. For the rights granted by C-TECC by this Agreement, Licensee agrees to pay C-TECC a royalty of $100.00 annually. C-TECC will invoice Licensee for this annual amount and Licensee agrees to pay such invoice within 30 days. Failure to pay the annual renewal royalty amount shall represent a default that may result in termination of the Agreement. C-TECC reserves the right to change the annual royalty amount due upon 30 days' notice to Licensee.

C-TECC may waive this annual royalty for eligible organizations that may include government (federal, state, regional, local, and territorial), public safety, and non-governmental organizations (NGOs) who do not charge tuition for training. Organizations seeking this waiver shall submit to C-TECC the ***Recognized Educational Partner Waiver*** request form attached as Attachment 2.

MODIFICATIONS TO THE C-TECC GUIDELINES. Unless the prior written approval of C-TECC is obtained, Licensee may not significantly modify or change the Guidelines. Licensee is permitted to incorporate all or part of the Guidelines into its own training materials but must utilize the language of the Guidelines as written without significant alteration. Licensee agrees that it shall not use Licensed property for any purpose that is unlawful or prohibited by the Terms of the Agreement.

DEFAULTS. If Licensee fails to abide by the obligations of this Agreement, including the failure to pay the annual royalty amount, C-TECC shall have the option to cancel this Agreement by providing 30 days written notice to Licensee. Licensee may prevent termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

ARBITRATION. All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration in the Washington, D.C. area under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award rendered by the arbitrator shall be final and binding on the parties and may be enforced by a court of law.

WARRANTIES. Neither party makes any warranties with respect to the use, sale or other transfer of the Guidelines by the other party or by any third party, and Licensee accepts the product "AS IS." In no event will C-TECC be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Licensee's use of the Guidelines.

TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Licensee shall not have the right to assign its interests in this Agreement, including the distribution of the Guidelines to any other party, without the prior written consent of C-TECC is obtained.

INDEMNIFICATION. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations

and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

TERMINATION. This Agreement may be terminated by either party by providing 30 days written notice to the other party.

Upon termination or expiration of this Agreement, Licensee shall cease reproducing, advertising, marketing and distributing the Guidelines as soon as reasonably possible. Termination or expiration of this Agreement shall not extinguish any of Licensee's or C-TECC's obligations under this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

NOTICE. The address of each party hereto as set forth in the beginning of this Agreement shall be the appropriate address for the mailing of notices, checks and statements, if any. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

C-TECC

By:  Date: 11 August 2022

Title: C-TECC Co-Chairs

LICENSEE:

By: Khalil SAYYAD HILARIO Signataire numérique :Khalil SAYYAD HILARIO DN :C=FR, E=ksayyad@sahconsulting.fr, O=SAHCO Consulting Eurl, OU=Directeur Général, CN=Khalil SAYYAD HILARIO Date:2022.08.07 Date: 7/8/22

Title: Executive Director

ATTACHMENT 1

PRINCIPLES OF GUIDELINES INSTRUCTION

PREAMBLE:

The Committee for Tactical Emergency Casualty Care (C-TECC) encourages application of the Tactical Emergency Casualty Care (TECC) Guidelines for all levels of operational pre-hospital providers, medical and non-medical. Instruction and operationalization of the Guidelines are unique to each entity that is implementing them; thus we encourage entities or agencies to create their own internal training programs, specific to their agency, providers, and institutional culture. However, we also realize that this may not be possible or desirable for some agencies or personnel, and thus encourage professional training entities to create TECC training and implementation programs. These educational entities have certain responsibilities to the student or agency as it relates to the instruction and use of the Guidelines; therefore, the Committee for Tactical Emergency Casualty Care sets forth the basic TECC guidelines instruction principles and practices to which educational entities that are recognized by the Committee will continue to adhereto during the conduct of their TECC education and consulting.

PRINCIPLES OF TECC GUIDELINES INSTRUCTION:

As an educational entity that is recognized to be in accordance with the C-TECC *Principles of Guidelines Instruction* by the Committee for Tactical Emergency Casualty Care, we (I) agree to:

1. Provide instructors that are qualified to instruct the Guidelines to the appropriate scope of practice and approved medical protocols of the student.
   a) Ensure all instructors have the education, experience, andbackground appropriate for the content they are teaching.
   b) Do not misrepresent the background or TECC/high threat operational experience of the instructors.
   c) Do not misrepresent the experience, background, or clientele of the entity providing TECC training or consulting.

2. Provide TECC instructors and consulting personnel that are accurate, current and up-to-date with the Guidelines.
   a) Update and maintain their instructional curriculum and material to reflect the most recent update of the Guidelines.
   b) Be knowledgeable of the medical evidence from which the Guidelinesare created.
   c) Provide a written or electroniccopy of the most recent Guidelines and other TECC educational resources as available.
3. Instruct the education of the Guidelines without altering the inherent procedure, intent or purpose.
   a) Utilize the language of the Guidelines as writtenwithout alteration in all

educational material and instruction.

b) Instruct the Guidelines as appropriate for the scope of practice and accepted medical protocols of the student.

c) Provide demonstration, additional instruction, or additional educational resources at student's request.

4. Instruct the operational application of the Guidelines without altering the inherent procedure, intent or purpose.
   a) Do not instruct medical procedures not already contained in the guidelines' phases of care during the Guidelines education. Procedures outside of the scope of the Guidelines may be instructed but must be clearly identified as not part of the Guidelines. This does not preclude removing parts or steps of care that are inappropriate or not applicable to the students' operational mission, medical education level, scope of practice, or approved medical protocols.

5. Allow for student feedback and incorporate that back into future courses as appropriate.
   a) *Provide a venue within the entity for students to complain or notify the entity of failure to follow the C-TECC Principles of Guidelines Instruction.*
   b) Provide students with information on how to file complaint with the Committee for Tactical Emergency Casualty Care for instructional practices that do not follow the listed Principles of Guidelines Instruction if not internally resolved to the student's acceptance.

6. No misrepresentation of the intent or proper application of the Guidelines in any way.

7. No attribution of the Committee's approval or endorsement in any way to any specific product or company. Display the provided disclaimer statement on the Recognized Educational Partner Logo slide and any course materials.

8. Submit an annual summary report to C-TECC which includes:

   a) Number & type of courses taught (e.g., Bystander, Non-Duty to Act [Law Enforcement, Non-EMS Fire, other public safety], Advanced Life Support/Basic Life Support)
   b) Number of students taught at each level

9. Submit an annual payment of $100.00 (Fee waiver applications are available for entities whom are unable to pay the annual royalty fee).

Entity logo: please email to info@c-tecc.org for including on C-TECC website

ATTACHMENT 2

Recognized Educational Partner Waiver

This form contains application for waiver or exemption from the annual Recognized Educational Partners royalty fee. Eligible organizations are not required to pay the annual fee and may include government (federal, state, regional, local, and territorial), public safety, and non-governmental organizations (NGOs) who do not charge tuition for training.

If you are an eligible organization, please complete the information below and return with your signed and completed *Principles of Guidelines Education* document to info@c-tecc.org for review and approval.

Organization Name: _SAHCO Consulting Eurl.

Type of Organization: _Training / Educational entity

Explanation (Why should your organization be exempt from paying this fee):

_____

_____

_____

_____

_____

_____

_____

_____

Signature: Khalil SAYYAD HILARIO

Signataire numérique :Khalil SAYYAD HILARIO
DN :C=FR, E=ksayyad@sahconsulting.fr, O=SAHCO Consulting Eurl, OU=Directeur Général, CN=Khalil SAYYAD HILARIO
Date:2022.08.07 17:16:27 +02:00



Name Printed: _Khalil Sayyad Hilario