# STOP THE BLEED® SUBLICENSING AGREEMENT

This Agreement is effective September 1, 2025 between the STB, Inc d/b/a the Stop the Bleed Coalition (the "Coalition") and County of San Bernardino (the "Sublicensee").

WHEREAS, the DEPARTMENT OF DEFENSE (DoD), an agency of the United States government, by and through the Defense Health Agency's Combat Casualty Research Program, owns and controls the trademark on the words, STOP THE BLEED<sup>®</sup> and its distinctive logo (the "Marks") and has established requirements and quality control guidelines for the STOP THE BLEED<sup>®</sup> (STB) Program; and,

WHEREAS, Sublicensee desires to offer and promote STB branded bleeding control courses; and,

WHEREAS, the Coalition has contracted with DoD to provide training and outreach efforts relative to the STB Program and to utilize the Marks in connection with its educational and promotional activities; and,

WHEREAS, the Coalition is further authorized by DoD to sublicense the use of the Marks to organizations that meet standards set by DoD and the Coalition and agree to be bound by the terms of this Agreement.

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

- 1. PURPOSE AND BENEFITS OF LICENSE: The Coalition, under contract with DoD, is authorized to provide training and marketing materials to qualified organizations desiring to provide DoD approved bleeding control to the public. By signing this sublicensing agreement, the Sublicensee, will be given access to the Coalition's secure portal of all STB training and promotional materials and be granted the right to offer and promote STB branded bleeding control courses in the Territory defined below.
- 2. GRANT OF SUBLICENSE: Subject to the terms of this Agreement, the Coalition grants the Sublicensee a limited, non-exclusive, non-transferrable and non-sublicensable license to use the Marks and the Coalition STB Course Materials for the sole purpose of providing STB training classes in the Territory.

# 3. RESTRICTIONS AND LIMITATIONS ON LICENSE

- 3.1 Sublicensee recognizes that the Coalition's STB Course is the copyrighted property of the Coalition, and that Coalition will retain exclusive ownership of all audio and visual training aids, and all other program-related materials provided to Sublicensee under this license. Sublicensee will not make any revisions or changes to the Coalition's STB Course without the Coalition's prior written consent and understands that the training materials may not be used by or transferred to any other organization that is not a party to and bound by this Agreement.
- 3.2Sublicensee acknowledges that STOP THE BLEED<sup>®</sup> is a registered trademark of DoD and agrees that it will do nothing inconsistent with such ownership, that its use of the Marks

shall inure to the benefit of and be on behalf of DoD and agrees that it will not attack the title of DoD to the Marks or this license. Sublicensee agrees that the Marks will be reproduced in a manner that is substantially identical to the appearance of the Marks in the DoD STOP THE BLEED<sup>®</sup> Style Guide. For a current downloadable copy of the Style Guide <a href="https://stopthebleedcoalition.org/styleguide">https://stopthebleedcoalition.org/styleguide</a>.

- 3.3The DoD 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, Sublicensee is solely responsible for ensuring that such use does not violate any third-party rights. Sublicensee warrants and represents that 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 trademarks, trade secrets, or other proprietary rights.
- 3.4Sublicensee agrees not to apply for, secure or own any domain names or Uniform Resource Locators (URL) that contains the words Stop the Bleed, Stop the Bleeding or any variation thereof without the Coalition's prior written consent. Licensee further agrees that any such URL that is authorized pursuant to this paragraph shall be assigned to DoD upon the termination of this Agreement.
- 3.5Only instructors working for or under the direct control of the Sublicensee will provide training under this Agreement. Any exceptions to this provision must be approved by the Coalition in writing.

## 4. EDUCATIONAL AND OUTREACH PROGRAMS:

- 4.1Sublicensee will ensure that STB training is taught in compliance with the Coalition's established standards, that the course is taught only by instructors that have been authorized by the Coalition or an organization holding a DoD issued STB Educational License. Sublicensees that have been issued an Educational License by DoD may also exercise all rights granted under that license.
- 4.2Sublicensee is authorized to teach the STB bleeding control course in the following territory: San Bernadino County, CA
- 4.3The Coalition will make available DoD approved resources for Sublicensee to use when providing training authorized under this Agreement. Sublicensee will receive an email from the Coalition giving it instructions on how to access the secure portal once this Agreement has been signed by both Parties.
- 4.4Sublicensee can utilize the Coalition's Interactive Course in lieu of the classroom portion of the presentation. The skills/hands-on portion of the training must be taught in person and must include teaching: (a) when it is appropriate to call for emergency services; (b) how to recognize life-threatening bleeding; (c) how to apply direct pressure; (d) how to determine when a tourniquet is needed and how to apply it; (e) and may also teach how to pack a wound. Tourniquets authorized for use in teaching the Coalition's STB Course are the SAM XT, the SOFT-T (wide) or the Combat Application Tourniquet (C-A-T). The skills/hands-on training must be taught in-person. Both training components (classroom and skills) are required for course completion and to issue the course completion certificate. DoD approved certificates can be seen in the STB Style Guide and downloadable certificates are available at the Coalition's Secure Portal.

4.5Sublicensee may charge a nominal student fee. However, all such fees collected must be used exclusively for providing STB training in support of the STB Program and shall not be used for the financial gain of the Sublicensee. The organization must request permission from the Coalition before collecting any fee. The request must include the cost associated with the course, an itemization of charges, and an explanation of how fees will be utilized for future training and support of the organization's STB Program. Requests to charge a fee should be sent to <a href="mailto:community@stopthebleedcoalition.org">community@stopthebleedcoalition.org</a>.

#### 5. PROMOTIONAL MATERIALS:

- 5.1Any new marketing material, i.e., pamphlets, posters, or advertisements proposed by the Sublicense or changes to the Coalition marketing materials must be approved in writing by Coalition before use and/or publication to ensure the Marks are appropriately used and conform with the guidelines set forth in the DoD STB Style Guide. In addition, the use of Marks on websites and/or social media platforms must be approved in writing before publication. In no case can the Marks be used in a manner that would indicate an endorsement by DoD or the Coalition of Sublicensee's programs or activities.
- 5.2T-shirts and other support materials can be purchased at the STOP THE BLEED<sup>®</sup> Shop at https://shopstopthebleed.com/.

#### 6. REPORTING:

- 6.1Sublicensee will report all STB training through the STB instructor portal within 30 days following the end of each calendar quarter. This information is required by DoD as part of its efforts to document the progress of the STB Program. The report form should only take about five minutes to complete.
- 6.2Sublicensee is requested to provide the Coalition with pictures of its training activities and media events. These pictures will be used in DoD STB Newsletters and other publications and promotional activities. Pictures should be sent to <a href="mailto:community@stopthebleedcoalition.org">community@stopthebleedcoalition.org</a>. By sending pictures to the Coalition, Sublicensee is representing that it has the right to authorize the Coalition and DoD to reproduce the pictures and that publication of the pictures do not violate anyone's publicity or privacy rights.

#### 7. POINT OF CONTACTS:

- 7.1The Sublicensee's point of contact is listed in its application for a DoD Educational License. Sublicensee shall notify the Coalition of any changes to its designated Point of Contact.
  - 7.1.1The Coalition's point of contact is shown below:

The Stop the Bleed Coalition Attention: Licensing Coordinator STOP THE BLEED<sup>®</sup> Program.

Email: community@stopthebleedcoalition.org

7.1.2The Sublicensee's point of contact is shown below:

County of San Bernardino Lizette Acevedo HSEmergencyServices@hss.sbcounty.gov

Copy to:

Stop the Bleed Coalition 88 East Main St., Suite 439 Mendham NJ 07945 community@stopthebleedcoalition.org (800) 352-4110 X802

- 8. NOTICES: Notices shall be sent to the points of contact listed in paragraph 7. Notice can be sent by any reasonable method, however, the burden of proving receipt of notice shall be on the sender.
- 9. NEWSLETTER AND PROGRAM INFORMATION: During the Term of this Agreement the Coalition will send the Sublicensee STB Newsletters, bulletins and emails that provide important information about the activities of the STB Program. The emails will be sent by both DoD and the Coalition to the Sublicensee's designated point of contact and alternate point of contact. If the Sublicensee desires others to also be on the mailing list, it should notify the Coalition at <a href="mailto:community@stopthebleedcoalition.org">community@stopthebleedcoalition.org</a>.

## 10. TERM OF LICENSE:

- 10.1Except as provided below, this Agreement shall commence on the Effective Date shown above and shall terminate on the third anniversary of the Effective Date.
- 10.2Either party may terminate the agreement at any time upon 30 days' written notice to the other party.
- 10.3The Coalition will send a notice to the Sublicensee's point of contact prior to the end of this license and provide instruction on how to apply for a new license that will continue to grant Sublicensee access to the Coalition's secure portal and other rights granted under this Agreement.

## 11. CONFIDENTIALITY:

- 11.1Each Party shall keep the Confidential Business Information of the other party confidential. For the purposes of this clause, **Confidential Information** means any information that the Sublicensee specifically labels as being Confidential Business Information.
- 11.2Sublicensee understands that the information in this Agreement and its application form will be shared with DoD. The Sublicensee's name, address and its Point of Contact may be published on the Coalition's website, on the Official DoD List of Educational Licensees and other appropriate places to promote Sublicensee's bleeding control program.
- 12. APPLICABLE LAW: This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of the United States of America, without regard to conflict of law principles. Jurisdiction and venue in any suit brought to determine any dispute or controversy arising under or relating to this Agreement shall be brought in the United States District Court for the Eastern District of Virginia.

13. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

| Stop the Bleed Coalition            | County of San Bernardino               |  |
|-------------------------------------|--|--|
| By: Matthew J. Levy, DO, MSc        | By: Gilbert Ramos                      |  |
| Title: Chair, Stop the Bleed Coalit | ion Title: Assistant Executive Officer |  |
| SIGNATURE AREA                      | SIGNATURE AREA                         |  |