



## LIGHTHOUSE SERVICES TERMS AND CONDITIONS

These Lighthouse Services Terms and Conditions (the “Agreement”) are a binding contract between you (the “Licensee,” “you,” or “your”) and Allies Against Slavery, a Texas nonprofit corporation with offices located at 10900 Research Blvd, Ste 160C PMB 1558, Austin, Texas 78759 (the “Licensor”). This Agreement governs your access to and use of the Licensed Services (as defined below).

THIS AGREEMENT WILL BECOME EFFECTIVE ON THE DATE LICENSEE’S ORGANIZATION IS APPROVED BY LICENSOR (THE “EFFECTIVE DATE”). BY CLICKING ON THE “I ACCEPT” CHECKBOX PRESENTED TO LICENSEE AS PART OF THE SIGN-UP PROCESS OR BY ACCESSING OR USING THE LICENSED SERVICES YOU (a) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (b) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (c) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO AND ACCEPT THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE LICENSED SERVICES.

IF LICENSEE IS NOT APPROVED BY LICENSOR, THIS AGREEMENT WILL NOT BECOME EFFECTIVE, AND NO RIGHTS TO ACCESS OR USE THE LICENSED SERVICES WILL BEGIN.

**1. Definitions.** Unless otherwise defined herein, the following terms shall have the meanings set forth below:

- 1.1** “Authorized User” means Licensee’s employees, consultants, contractors, and agents (a) who are authorized by Licensee to access and use the Licensed Services under the rights granted to Licensee pursuant to this Agreement and (b) for whom access to the Licensed Services has been purchased hereunder.
- 1.2** “Documentation” means Licensor’s user manuals, handbooks, videos, on-line knowledgebase, and guides relating to the Licensed Services made available by Licensor to Licensee, as updated from time to time.
- 1.3** “End User Agreement” means the end user agreement made available by Licensor to Authorized Users, as updated from time to time.
- 1.4** “Licensed Services” means Lighthouse Screening and/or Lighthouse Data, as applicable.



- 1.5** “Licensee Data” means any information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by Licensee or an Authorized User through the Licensed Services. Licensee Data does not include Usage Statistics.
- 1.6** “Licensor Data” means information, data, and other content, in any form or medium, that is made available to or otherwise provided to Licensee or its Authorized Users by Licensor, including through Licensee’s or its Authorized Users use of the Licensed Services.
- 1.7** “Licensor IP” means (a) the Licensed Services, (b) the Documentation, (c) the Licensor Data, and (d) any and all other content, data, materials, or information of any kind or nature that is provided by or otherwise made available by Licensor (or its licensors) to Licensee or any Authorized User.
- 1.8** “Lighthouse Data” means the software-as-a-service offering described in Exhibit 1.
- 1.9** “Lighthouse Screening” means the software-as a-service offering described in Exhibit 2.
- 1.10** “Order” means the internet submission form, license approval confirmation email, invoice, or similar agreement issued by Licensor and executed by the parties that identifies the Licensed Services to be provided to Licensee, the License Fees for such Licensed Services, the number of Authorized Users, the Service Term, and certain other terms applicable to such Licensed Services.
- 1.11** “Personal Information” means information that identifies, relates to, describes, is linked to, is reasonably capable of being associated with, or could reasonably be linked to, a natural person, household or device, and any other information that constitutes “personal information,” “personally identifiable information,” or “personal data” or any substantial equivalent term.
- 1.12** “Service Term” means the term (and any renewal thereof) for the applicable Licensed Services as set forth in the applicable Order.
- 1.13** “Usage Statistics” means any information, data, or other content (including statistical compilations and performance information) related to or derived from Licensee’s access to and use of the Licensed Services.



## 2. Order, Access and Services.

- 2.1 **Order.** Licensor will provide Licensee the Licensed Services ordered by Licensee through one or more Orders. This Agreement sets forth the terms and conditions applicable to all such Orders. Any Orders executed under this Agreement will be a part of this Agreement as if fully included within its body.
- 2.2 **Provision of Access.** Subject to and conditioned on Licensor's payment of the applicable License Fees and compliance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-sublicensable and non-transferable right to access and use:
- (a) the Licensed Services (solely as hosted and made available by Licensor on a "software as a service" basis) during the applicable Service Term, for use solely by Authorized Users who have agreed to the End User Agreement and solely for purposes of documenting, serving, researching, spreading awareness of human trafficking and/or identifying victims of human trafficking (the "Permitted Use"); and
  - (b) the Documentation during the applicable Service Term solely for Licensee's internal business purposes in connection with its use of the Licensed Services.
- 2.3 **Reservation of Rights.** Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Licensor IP.
- 2.4 **Use Restrictions.** Licensee shall not use the Licensed Services for any purposes other than the Permitted Use or that are otherwise beyond the scope of the express access rights granted in this Agreement. Without limiting the foregoing, Licensee shall not at any time, directly or indirectly, and shall not permit any Authorized Users or other third parties to: (a) publish any results of any benchmark tests run on any Licensed Services or any components thereof; (b) perform any penetration or load testing without prior written consent; (c) use the Licensed Services to build a competitive product or service, or copy any ideas, features, functions, or graphics; (d) use the Licensed Services contrary to the intended purpose, including to send spam or violate any applicable laws; (e) attempt to gain unauthorized access to the Licensed Services or its related systems or networks; (f) use the Licensed Services to send or store viruses, worms, time



bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; or (g) provide access to or otherwise make available the Licensed Services and/or any Licensor IP, including any data available on the Licensed Services, to any person other than an Authorized User, unless required by applicable law.

- 2.5 Suspension.** If Licensor determines (in its sole discretion) that any access to or use of the Licensed Services and/or Documentation by any Licensee or any of its Authorized Users fails to comply with the terms of this Agreement, in addition to any other available remedies, Licensor may, at its sole discretion and without liability to any Licensee or Authorized User and without prior notice to Licensee or Authorized User, terminate or suspend such Licensee and/or Authorized User's access to or use of the Licensed Services and/or Documentation.
- 2.6 Passwords and Access Credentials.** Licensee shall keep any passwords and access credentials associated with the Licensed Services confidential. Licensee shall not sell or transfer them to any other person or entity and shall promptly notify Licensor about any unauthorized access to its passwords or access credentials.
- 2.7 Third Party Providers.** From time to time, Licensor may make third-party products available to Licensee (including but not limited to WestCoast Children's Clinic from which Licensor has licensed its Commercial Sexual Exploitation – Identification Tool ("CSE-IT")). Licensee acknowledges and agrees that (a) Licensor's third-party providers may require Licensor to pass additional terms through to Licensee, (b) such third-party providers change their terms occasionally, (c) new third-party providers may be added from time to time, and (d) in order to use such third-party products Licensee must agree to abide by the applicable terms for any such third-party products. A list of the current third-party additional terms are set forth in Exhibit 3.
- 3. License Fee.** Licensee shall pay to Licensor an annual fee ("License Fee") for the Licensed Services as set forth in the applicable Order. Unless otherwise set forth in an Order, the License Fee for the initial Service Term shall be due upon the execution and delivery of the applicable Order, with License Fees for any renewal Service Terms due 30 days prior to the start of such renewal Service Term. The License Fees for any renewal Service Term may be increased by providing the Licensee written notice of any additional increase in the License Fee at least 60 days prior to the start of any renewal Service Term.
- 4. Training and Onboarding.** Within 30 days of the date of this Agreement, or on such other date on which Licensor and Licensee shall mutually agree, Licensor shall provide to Licensee the onboarding services for the applicable Licensed Services as described in



Exhibit 1 and/or Exhibit 2 (as applicable).

5. **Additional Services.** In the event that Licensee requests additional services, Licensor may provide such services or recommend appropriate outside consultants in its sole discretion. In all cases, fees and any additional terms for such services by Licensor will be agreed in advance and in writing prior to Licensor providing any such services.
6. **Intellectual Property Rights.**
  - 6.1 **Licensor IP.** Licensee acknowledges and agrees that Licensor (or its licensors) own all right, title and interest, including all intellectual property rights therein, in and to the Licensor IP, including any and all derivatives and modifications thereto. Neither the Licensee nor any Authorized User acquires any ownership of intellectual property rights in or to the Licensor IP (or any and all derivatives and modifications thereto) as a result of this Agreement.
  - 6.2 **Use of Licensor Data.** Licensee may not publicize, commercialize or otherwise make available to any third party any Licensor Data except as set forth on Exhibit 1.
  - 6.3 **Licensee Data.** Licensor acknowledges and agrees that Licensee owns all right, title, and interest, including all intellectual property rights, in and to the Licensee Data. Licensee hereby grants to Licensor a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Licensee Data and perform all acts with respect to the Licensee Data as may be necessary for Licensor to provide the Licensed Services to Licensee. Licensee will ensure that Licensee Data and any use of Licensee Data by Licensor or Licensee will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. Licensee is solely responsible for the development, content, operation, maintenance, and use of Licensee Data.
  - 6.4 **Feedback.** Any input or feedback regarding the Licensed Services which Licensee or its Authorized Users provides to Licensor shall be referred to herein as "Feedback". In the event any Feedback is provided, all rights, including intellectual property rights in the Feedback shall belong exclusively to Licensor and shall be considered Licensor's Confidential Information. Licensor may use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.
  - 6.5 **Usage Statistics.** Notwithstanding anything to the contrary in this Agreement, Licensor may monitor Licensee's use of the Licensed Services and collect and



compile Usage Statistics. As between Licensor and Licensee, all right, title, and interest in Usage Statistics, and all intellectual property rights therein, belong to and are retained solely by Licensor. Licensee understands and acknowledges that Licensor may compile Usage Statistics based on Licensee Data input into the Licensed Services. Licensee understands and agrees that Licensor may use Usage Statistics to improve its products and services and as otherwise required by applicable law. For clarity, Licensee Data submitted in the Licensed Services by Licensee may be aggregated and used by Licensor for reporting of human trafficking data, pursuant to applicable law.

## **7. Confidentiality and Data Security.**

### **7.1 Confidentiality.**

- (a) From time to time during the Agreement term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated or otherwise identified as “confidential” (collectively, “Confidential Information”). Confidential Information of Licensor includes the Licensor IP.
- (b) Each party agrees to (i) protect any Confidential Information received from the other party using the same standard of care it uses to protect its own Confidential Information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its affiliates, contractors, financial advisors, accountants and attorneys who have a need to know such information and are subject to legal privilege or confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of this Agreement. Licensee shall not use any Confidential Information of Licensor for any other purpose other than the Permitted Use. Each party shall be responsible for any disclosure of Confidential Information of the other party in violation of this Section.
- (c) These obligations of confidentiality do not apply to information which: (i) is or becomes generally available to the public (through no act or omission of the receiving party); (ii) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation



of confidentiality with respect to that information; (iii) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (iv) is independently developed by the receiving party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information.

- (d) Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order (if permitted).
- (e) Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

## **7.2 Data Protection and Security.**

- (a) Licensor collects and uses Personal Information Licensee submits to the Licensed Services solely for the purpose of providing the Licensed Services in accordance with this Agreement, or other documented instructions of Licensee. In compliance with applicable law, Licensor shall implement and maintain organizational and technical measures to ensure a level of security appropriate to the risk associated with processing the types of Personal Information that Licensor receives. Licensor will not access, sell, share, use, disclose, reproduce, retain, or otherwise process Personal Information for purposes other than those contemplated by this Agreement.
- (b) Licensor shall notify Licensee within a reasonable time after becoming aware of any accidental, unauthorized, or unlawful destruction, loss, alteration, acquisition, modification, disclosure of, or access to Personal Information ("Personal Information Breach"). Such notification shall



include, at least: (i) a description of the nature of the Personal Information Breach, including where possible the categories and approximate number of individuals concerned and the categories and approximate number of Personal Information records concerned; (ii) the details of a contact point where more information concerning the Personal Information Breach can be obtained; and (iii) the measures taken or proposed to be taken to address the Personal Information Breach, including to mitigate possible adverse effects of the Personal Information Breach. Licensor shall take reasonable steps to mitigate the effects of and minimize any damage resulting from the Personal Information Breach.

- (c) Licensee acknowledges and agrees that, prior to using or transferring any data, including Personal Information, to the Licensed Services, Licensee is solely responsible for providing any necessary notices to individuals or Authorized Users and obtaining any legally required authorizations or consents from individuals or Authorized Users regarding the collection and processing of any Licensee Data, including Personal Information. Such authorizations and consents shall provide sufficient notice to Licensee's customers and users regarding the processing of any Personal Information as contemplated by this Agreement. In making any disclosures or obtaining any legally required authorizations or consents, Licensee shall consider that the categories of personal information collected and processed via the Licensed Services may include at a minimum:
- (i) Demographics information;
  - (ii) Educational history;
  - (iii) Disability or health status;
  - (iv) Immigration status;
  - (v) Type of trafficking experienced;
  - (vi) Criminal History; and
  - (vii) Socioeconomic status (e.g., above or below poverty line).

## **8. Term and Termination.**

**8.1 Agreement Term.** Unless otherwise terminated pursuant to the terms herein, this Agreement shall commence on the Effective Date and will continue to be in effect



for the term of the applicable Orders entered into in connection with this Agreement, or if multiple Orders are in effect – until the last termination date of the applicable Order.

**8.2 Service Term.** The Service Term (and any renewals thereto) for the Licensed Services are described in the applicable Order provided if not otherwise stated in the applicable Order, the Service Term for any Order will automatically renew annually unless either party gives the other party at least 30 days written notice before the end of the then current Service Term.

**8.3 Termination.**

- (a) Licensor may terminate without cause, without incurring any obligation, liability or penalty by reason of such termination and without prior notice to Licensee all or any of: (i) this Agreement, including any Orders; and (ii) the rights and license granted by Licensor hereunder.
- (b) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
- (c) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

**8.4 Effect of Expiration or Termination.**

- (a) Upon the termination or expiration of this Agreement for any reason all rights, licenses and authorizations granted to Licensee and its Authorized Users hereunder will immediately terminate and Licensee shall immediately cease all use of and other activities with respect to the Licensed Services, Licensor Data, the Documentation and any other of the



Licensor's Confidential Information.

- (b) Upon the termination or expiration of this Agreement for any reason, or at any time upon written request of the disclosing party, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed (provided that, for the avoidance of doubt, Licensor may retain any Licensee Data solely as incorporated within the Usage Statistics). For clarity, Licensee shall permanently erase from all devices and systems Licensee directly or indirectly controls, the Licensor Data, the Documentation and any other of the Licensor's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials unless Licensee is required by law to retain any such information.

**8.5 Surviving Terms.** The provisions set forth in the following sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Sections 1, 2.4, 6, 7.1, 8.4, 8.5, 9.3, 10, 11, and 12. Section 7.2(a) (to the extent Licensor continues to process Licensee Data following any termination of this Agreement) will also survive any termination or expiration of this Agreement.

## **9. Representations and Warranties.**

**9.1 Mutual Representations and Warranties.** Each party represents and warrants to the other party that:

- (a) it is a duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;
- (b) it has the full right, power and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement; and
- (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party.



**9.2 Licensee Representations and Warranties.** Licensee represents, warrants and covenants to Licensor that as of the Effective Date and throughout the term of the Agreement:

- (a) all information about Authorized Users provided by Licensee or Authorized Users is accurate and current;
- (b) Licensee and its Authorized Users have all necessary licenses, consents, and permissions for all Licensee Data provided by Licensee and/or Authorized User(s) to Licensor (including through the Licensed Services) to permit Licensor to use such Licensee Data as contemplated herein;
- (c) the Licensee does not infringe any intellectual property or proprietary right of any third party or violate any applicable laws, rules or regulations; and
- (d) Licensee and its Authorized Users shall use the Licensed Services and any Licensor Data in a manner that complies with all applicable laws.

**9.3 Disclaimer.**

- (a) **ALL LICENSED SERVICES, LICENSOR DATA, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY LICENSOR OR MADE AVAILABLE THROUGH THE LICENSED SERVICES ARE PROVIDED "AS IS." LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED SERVICES, LICENSOR DATA, OR DOCUMENTATION, OR ANY OTHER LICENSOR OR THIRD-PARTY GOODS, DATA, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET LICENSEE'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK) EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY DATA**



AND SERVICES ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY DATA OR SERVICES EVEN IF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY DATA OR SERVICES IS ACCESSIBLE VIA THE LICENSED SERVICES.

- (b) LICENSEE HEREBY AGREES THAT LICENSOR DOES NOT MONITOR THE LICENSED SERVICES OR LICENSOR DATA AND THEREFORE IS NOT SUBJECT TO ANY REPORTING REQUIREMENTS PURSUANT TO APPLICABLE STATE LAW.
- (c) IF LICENSEE BECOMES AWARE OR HAS “CAUSE TO BELIEVE” THAT A CHILD'S PHYSICAL OR MENTAL HEALTH HAS BEEN AFFECTED BY ABUSE OR NEGLECT BY ANY PERSON, LICENSEE SHALL IMMEDIATELY MAKE A REPORT TO LEGAL AUTHORITIES IN COMPLIANCE WITH APPLICABLE STATE AND FEDERAL LAW.

## 10. Indemnification.

10.1 Licensee Indemnification. To the extent permitted by applicable law, Licensee shall indemnify, defend and hold harmless Licensor, and each of its officers, directors, employees, agents, subcontractors, licensors, successors and assigns from and against any and all losses incurred by the Licensor Indemnitee in connection with any claim or action or a regulatory fine or penalty arising out of or relating to:

- (a) an allegation that Licensor’s use of the Licensee Data or other information, data, software, or other materials provided to Licensor by Licensee or on Licensee’s behalf, which Licensor are required to host, use or modify in the provision of the Licensed Services infringes, violates or misappropriates the intellectual property rights of a third party;
- (b) Licensee’s or its Authorized User’s use of the Licensor IP in breach of this Agreement or in violation of applicable law;
- (c) Licensor’s compliance with any instruction given by Licensee in the course of the provision of the Licensed Services;
- (d) a breach by Licensee of any representation, warranty, covenant or obligation under this Agreement; or



- (e) the gross negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Licensee or any of its Authorized Users.

**THE CONTRACTUAL LIABILITIES AND INDEMNITIES ASSUMED HEREUNDER, AND THE RELEASES GRANTED BY, THIS AGREEMENT ARE INTENDED BY THE PARTIES TO BE ENFORCEABLE AGAINST LICENSEE IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT THE CONTRACTUALLY ASSUMED LIABILITIES, INDEMNITIES AND RELEASES BECAUSE OF NEGLIGENT ACTS OR OMISSIONS (WHETHER SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE), BREACH OF DUTY (STATUTORY OR OTHERWISE), STRICT LIABILITY, VIOLATION OF LAW, OR OTHER FAULT OF ANY PARTY OR PERSON INDEMNIFIED HEREUNDER, OR ANY PRE-EXISTING DEFECT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS STATEMENT AND AGREEMENT COMPLY WITH THE EXPRESS NEGLIGENCE RULE AND IS “CONSPICUOUS.”**

**11. Limitations of Liability.**

**11.1 EXCLUSION OF INDIRECT DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY LICENSED SERVICES, LICENSOR DATA OR OPEN-SOURCE COMPONENTS OR OTHER THIRD-PARTY SERVICES OR DATA, (d) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR SERVICES, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**11.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF LICENSOR UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING**



**BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE LESSER OF (a) THE TOTAL AMOUNT OF THE LICENSE FEE TO BE PAID HEREUNDER OR (b) \$100. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**12. Miscellaneous.**

- 12.1 Further Assurances.** Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.
- 12.2 Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 12.3 Public Announcements.** Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other party.
- 12.4 Notices.** Any notice given under this Agreement, other than routine operational communications, will be in writing and will be given, (a) if to Licensee, by email to the email associated with Licensee's account or by posting on either the Licensed Services or <https://alliesagainstslavery.org/notices>, and (b) if to Licensor, to the following email address: [info@alliesagainstslavery.org](mailto:info@alliesagainstslavery.org). Except as otherwise expressly set forth in this Agreement, all notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as set forth above (or to such other address or such other person that such party may designate from time to time). Email notices will be deemed effectively given when sent if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; or when posted on the Licensed Services or the URL above. Notwithstanding the foregoing, Licensee hereby consents to receiving electronic communications from Licensor. These electronic communications may include notices about applicable fees and charges,



transactional information, and other information concerning or related to the Licensed Services. Licensee hereby agrees that any notices, agreements, disclosures, or other communications that Licensor sends to Licensee electronically will satisfy any legal communication requirements, including that such communications be in writing.

- 12.5 Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 12.6 Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 12.7 Modifications.** Licensee acknowledges and agrees that Licensor has the right, in its sole discretion, to modify this Agreement or the Licensed Services from time to time, and that modified terms become effective on posting. Licensor will notify Licensee of such modifications by providing notice to Licensee by posting the updated Agreement at <https://alliesagainstslavery.org/notices>, providing notice to Licensee through Licensee's account, sending Licensee notice via email or other communication, or using other similar means. The amendments shall become effective 30 days after such notice. By using the Licensed Services after the effective date of such changes, Licensee agree to be bound by the most recent version of this Agreement. Licensee is responsible for reviewing and becoming familiar with any such modifications. If Licensor makes any material changes to the Licensed Services, Licensee may terminate this Agreement upon 30 days written notice to Licensor.
- 12.8 Assignment.** Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without Licensor's prior written consent, which consent shall not unreasonably be delayed or withheld. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding on and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 12.9 No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.



- 12.10 Force Majeure.** In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, pandemics, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.
- 12.11 Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 12.12 Severability.** If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 12.13 Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the city of Austin and County of Travis, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or



proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

- 12.14 Waiver of Jury Trial.** Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- 12.15 Equitable Relief.** Licensee acknowledges and agrees that a breach or threatened breach by Licensee of any of its obligations under Sections 6 or 7 would cause Licensor irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Licensor will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 12.16 Conspicuous.** **THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE OR ENFORCEABLE, THE PROVISIONS IN THIS AGREEMENT IN BOLD-TYPE OR ALL-CAPS FONT ARE "CONSPICUOUS" FOR THE PURPOSE OF ANY APPLICABLE LAW.**



## EXHIBIT 1: LIGHTHOUSE DATA

### Features:

- Visualize and analyze human trafficking data
- Maps and dashboards
- Reports
- User access levels

### Training and Onboarding:

- Setup and activation of users and passwords
- Training on Licensed Services for Authorized Users
  - Virtual training videos and resources available at <https://alliesagainstslavery.org/lighthouse-support>
- Product support
  - Online support tickets submitted by Licensee at <https://alliesagainstslavery.org/lighthouse-support>
  - Email [lighthouse@alliesagainstslavery.org](mailto:lighthouse@alliesagainstslavery.org)
  - Response within one to three business days, depending on severity of the issue
- Resources
  - Documentation, webinars and other resources are available at <https://alliesagainstslavery.org/lighthouse-support>



Notwithstanding anything to the contrary within this Agreement, Authorized Users may use the Licensor Data accessible via Lighthouse Data, including all derivatives thereof, for the following Internal Uses and External Uses. For the purposes of this Exhibit, “Internal Use” will mean disclosure of data to individuals who are affiliated with or employed by the Licensee for the purposes of understanding trends in human trafficking. “External Use” will mean disclosure of data to individuals who are not affiliated with or employed by the Licensee for the purposes of understanding trends in human trafficking.

For visualizations of aggregate, de-identified data from the Licensor Data (e.g. dashboards) (“Visualizations”), Licensee is permitted to use Visualizations for Internal Use and External Use. Visualizations must be attributed to Licensor.

For reports available via Lighthouse Data (“Reports”), Licensee is permitted to use Reports for Internal Use and External Use. Reports must be attributed to Licensor and must include Licensor’s disclaimer and copyright statement available via such Reports.

For screenshots of Data (including Visualizations and Reports), Licensee is only permitted to use such screenshots for its Internal Use. No External Use of such screenshots is permitted.

Except as otherwise set forth herein, Licensee may not share or disclose any Licensor Data from other portions of Lighthouse Data.



## EXHIBIT 2: LIGHTHOUSE SCREENING

### Features:

- Create and edit records
- Human trafficking screenings
- Person and data dashboards
- User and manager access authority

### Training and Onboarding:

- Setup and activation of users and passwords
- Basic configuration to meet Licensee needs and protocols
- Training on Licensed Services for Authorized Users
  - Virtual training videos and resources available at <https://alliesagainstsavery.org/lighthouse-support>
- Product support
  - Online support tickets submitted by Licensee at <https://alliesagainstsavery.org/lighthouse-support>
  - Email [lighthouse@alliesagainstsavery.org](mailto:lighthouse@alliesagainstsavery.org)
  - Response within one to three business days, depending on severity of the issue
- Resources
  - Documentation, webinars and other resources are available at <https://alliesagainstsavery.org/lighthouse-support>



### EXHIBIT 3: Third Party Terms

This Exhibit sets forth additional terms that apply to any third party services, data or other products made available via the Licensed Services.

#### COMMERCIAL SEXUAL EXPLOITATION-IDENTIFICATION TOOL (CSE-IT)

##### 1. Requirements to Implement the CSE-IT.

Licensee agrees to adhere to the following terms and conditions in order to be permitted to access and use CSE-IT within the Licensed Services:

- 1.1 Identify staff who will use the CSE-IT, and staff who will become CSE-IT trainers (if applicable)
- 1.2 Staff using the CSE-IT will participate in CSE-IT User Training from WestCoast Children's Clinic ("WestCoast") or an authorized CSE-IT trainer. This training is required before access to the Licensed Services will be granted.
- 1.3 If Licensee decides to participate in CSE-IT Train-the-Trainer, staff becoming CSE-IT Trainers will attend the Train-the-Trainer from WestCoast and complete all required certification activities. Licensee agrees that staff becoming CSE-IT Trainers shall meet one of the following requirements:
  - a. Have 6 months of experience using the CSE-IT to screen youth.
  - b. Have 6 months of experience directly supervising staff using the CSE-IT and have a strong working understanding of the CSE-IT indicators and how it's used.
  - c. Be a dedicated trainer employed by the Licensee, with experience providing CSEC training, successfully completing train-the-trainer programs, or prior direct practice experience serving CSEC.

##### 2. Use of CSE-IT Data.

CSE-IT screening data collected in the Licensed Services is provided to WestCoast in a de-identified format. Where applicable, WestCoast reserves the right to publish information from screening data in both verbal and written form. WestCoast will only report data in the aggregate. This includes data about youth and about service providers who work with youth. Licensee may use or share CSE-IT data about their own clients as they see fit, including conducting analyses, producing research, or presenting in verbal or written form in the form of conference presentations, journal articles, and policy briefs.



### **3. Additional WestCoast Services.**

Licensee may request additional services directly from Westcoast, including the following, in order to support implementation of the CSE-IT. For clarity, this section constitutes available services and does not represent a scope of work for any contract or financial agreement. Costs associated with the below services will be negotiated and addressed through a financial agreement using a template provided by WestCoast, or using the Licensee's own contracting templates, and subject to written agreement between Licensee and WestCoast.

#### **3.1 CSE-IT User Training**

#### **3.2 CSE-IT Train-the-Trainer**

#### **3.3 Technical assistance regarding implementation best practices.**

CSE-IT Training and Technical Assistance requests should be directed to WestCoast Children's Clinic's CSE-IT support email address: [screening@westcoastcc.org](mailto:screening@westcoastcc.org).