



Last Revised September 17, 2020

END USER AGREEMENT

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE “I ACCEPT” BUTTON BELOW OR BY ACCESSING OR USING THE LIGHTHOUSE PLATFORM (“LIGHTHOUSE”). BY CLICKING ON THE “I ACCEPT” BUTTON BELOW OR BY ACCESSING OR USING LIGHTHOUSE 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 THESE TERMS, PLEASE DO NOT USE LIGHTHOUSE. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE LIGHTHOUSE.

Allies Against Slavery, a Texas nonprofit corporation with a company offices located at PO Box 684284, Austin, Texas 78768 (“Allies”) and the legal entity or individual that has access to or use of Lighthouse (“User” or “you” and, together with Allies, the “Parties”) hereby enter into this End User Agreement (“EUA”).

1. Definitions.

1.1 “Agreement” means this EUA by and between the Parties, including any exhibits, schedules, appendices, or other policies (including Allies’ Privacy Policy) referenced herein.

1.2 “User Data” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of User through Lighthouse.

1.3 “Documentation” means user manuals and other instructional documentation, in any form or medium, provided by Allies regarding Lighthouse.

1.4 “Intellectual Property Rights” means all intellectual property rights, including rights in any patent, patent application, trademark (whether registered or unregistered), trademark application, trade name, service mark (whether registered or unregistered), service mark application, copyright (whether registered or unregistered), copyright application, trade secret, confidential information, know-how, process, technology, development tool, ideas, concepts, design right, moral right, data base right, methodology, algorithm or invention.

1.5 “Law” means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncement having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority, and any order of a court or governmental agency of competent jurisdiction in effect as of the Effective Date and as they may be created, implemented, enforced, enacted, newly interpreted, amended, changed or modified from time to time.

1.6 “Subscription Period” means the period that Lighthouse is provided to you via the Software License Agreement between Allies and you or your employer.

1.7 “Third-Party Data” means any data, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through Lighthouse.

1.8 “Third-Party Suppliers” means third party providers of Third-Party Data.

2. Services.

2.1 General. The terms and conditions in this Agreement shall govern and, where in conflict, supersede all other terms and conditions regarding User’s access and use of Lighthouse. This Agreement shall continue from the Effective Date and for the Subscription Period.

2.2 Licenses. During the Subscription Period, (a) the User is hereby granted a nonexclusive, nontransferable license to access and use Lighthouse; and (b) Allies is hereby granted worldwide, royalty-free, non-exclusive licenses to use, copy, modify, host, distribute and publish User Data. No rights are granted to the User other than as expressly set forth in this Agreement.

2.3 No Other Licenses; Restrictions. Allies’ entering into and performing the Agreement will not be deemed to assign or license (except the licenses expressly set forth above) any Intellectual Property Rights of Allies to User or any third party. User agrees not to, and will not allow any third party to: (i) publish any results of any benchmark tests run on Lighthouse or any components thereof; (ii) perform any penetration or load testing without prior written consent; (iii) use Lighthouse to build a competitive product or service, or copy any ideas, features, functions, or graphics; (iv) use the products contrary to the intended purpose, including to send spam or violate any applicable Laws; (v) attempt to gain unauthorized access to Lighthouse or its related systems or networks; and (vi) use Lighthouse to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs.

2.4 User Responsibilities. User will comply with all applicable laws in using Lighthouse. User warrants that the User Data will not

give rise to any claims by a third-party. Allies will have no duty to monitor User Data. If Allies determines that any User Data fails to comply with the terms of this Agreement, in addition to any other available remedies, Allies may, at its sole discretion and without liability to User, without judicial order and without prior notice to User, terminate or suspend Lighthouse or delete relevant User Data. As between Allies and User, User will, at its expense, be solely responsible and liable for its use of Lighthouse, including obtaining any necessary rights or permissions, and other third-party consents, required for such use.

2.5 **Allies Responsibilities.** Allies may process and store User Data in the United States or in other countries and territories and may transfer and access User Data from other countries, including where Allies has operations.

3. **Ownership.** All Intellectual Property Rights in Lighthouse and any materials provided by Allies including the Documentation and any copies, improvements, derivative works or other derivations thereof (collectively, "IP Deliverables") are the exclusive property of Allies. User will not attempt to (a) obtain or construct any copies of Lighthouse (other than any object code made available by Allies); (b) modify Lighthouse or the Documentation; (c) reverse engineer or otherwise attempt to access the source code of Lighthouse; (d) sublicense or otherwise use Lighthouse for the benefit of any third party; (e) use Lighthouse in violation of Law; or (f) utilize Lighthouse to store or process personally identifiable information of individuals, credit card information or other comparable data. User will implement commercially reasonable measures to protect against unauthorized access to or use of Lighthouse. User retains Intellectual Property Rights in the User Data.

4. **Improvements and Confidentiality.** User will reasonably cooperate with Allies' efforts to improve Lighthouse and will provide in writing or otherwise communicate to Allies all ideas or suggestions it may have regarding such improvements ("User Input"). In addition, ideas, works of authorship or other intellectual property relating to Lighthouse may be developed by the Parties jointly ("Joint IP" and, together with User Input, "Collaboration IP"). In consideration of Allies' undertakings herein, User agrees to assign, and does hereby assign, to Allies all Intellectual Property Rights it may have in such Collaboration IP and agrees to execute such further documents and take such further actions as Allies may reasonably request to implement and perfect this assignment.

You agree that Lighthouse, Third-Party Data, and the Documentation and any other information that a reasonable person would consider confidential or proprietary relating to Allies or Lighthouse constitute Allies' confidential information ("Confidential Information"). You shall maintain the confidentiality of the Confidential Information and limit its disclosure to only such other authorized users who are separately authorized to use Lighthouse and as have a genuine need to know such Confidential Information for the purposes of care coordination. You shall (a) hold such Confidential Information in strict confidence in accordance with this Agreement; (b) not use any such Confidential Information for any purpose other than as set forth in this paragraph; and (c) not disclose any such Confidential Information without the prior written authorization of Allies.

5. **Third-Party Data.** Allies will not be responsible for any Third-Party Data or services used by User even if such Third-Party Data is accessible via Lighthouse. User acknowledges that Lighthouse aggregates and collects Third-Party Data from licensors and parties who are not party to this EUA.

6. **Warranties.** Each Party represents and warrants that:

6.1 it has full capacity and authority and all necessary consents to enter into and to perform this Agreement and to grant the rights and licenses referred to in this Agreement and that this Agreement represents a binding commitment on it; and

6.2 it will comply with all applicable Laws in the performance of its obligations under this Agreement.

6.3 EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, ALLIES MAKES NO REPRESENTATION OR WARRANTY OF OR ABOUT LIGHTHOUSE. TO THE EXTENT PERMITTED BY LAW, ALLIES DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, TITLE, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ALLIES WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OR EXTENT OF ALLIES' OBLIGATIONS HEREUNDER. Allies makes no representation, warranty, or commitment of any kind with regard to any Third-Party Supplier's compliance with the terms and conditions (e.g., confidentiality, compliance with law) of this Agreement. User acknowledges that Third-Party Suppliers or Allies may modify Lighthouse, or may release a new version of Lighthouse at any time and for any reason, including to address user needs or otherwise address competitive demands, to respond to a Law, or to advance innovation. Allies or Third-Party Suppliers may from time to time add new features, data or functionality to, or remove existing features, data or functionality from, Lighthouse they provide or make available. Allies makes no representations or warranties or commitments of any kind concerning Lighthouse or their use, accuracy, function or ownership and shall not be liable in any manner for any representation or warranty or commitment of any kind whether express or implied or collateral or whether arising by operation of law or otherwise. User acknowledges that portions of Lighthouse are provided by Third-Party Suppliers whose performance is not warranted or guaranteed by Allies.

USER HEREBY AGREES THAT ALLIES DOES NOT MONITOR LIGHTHOUSE OR ANY DATA THEREIN AND THEREFORE IS NOT SUBJECT TO ANY REPORTING REQUIREMENTS PURSUANT TO TEXAS FAMILY CODE § 261.101, ET. AL. IF USER BECOMES AWARE OR HAS "CAUSE TO BELIEVE" THAT A CHILD'S PHYSICAL OR MENTAL HEALTH HAS BEEN AFFECTED BY ABUSE OR NEGLIGENCE BY ANY PERSON, USER SHALL IMMEDIATELY MAKE A REPORT TO LEGAL AUTHORITIES.

6.4 No forbearance, delay or indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that Party, nor shall any waiver of its rights operate as a waiver of any subsequent breach, and no right, power or remedy herein conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party, and each such right, power or remedy shall be cumulative.

7. **Indemnification and Limitation of Liability**

7.1 **Indemnification.** User will indemnify, defend and hold harmless Allies, the suppliers, and their affiliates, and their directors, officers, employees and agents, from and against any and all claims, demands, actions, causes of action, damages, loss, deficiency, cost, liability and expense, including reasonable attorneys' fees and amounts paid in settlement, resulting from any claim by a third-party, suit, action or proceeding connected with or relating to User's use of Lighthouse. Allies will give User prompt written notice of any such claim, and User will have the exclusive right to defend any claim and

make settlements thereof at its own discretion. Allies may not settle or compromise such claim, except with prior written consent of User. At User's cost, Allies will give such assistance and information as User may reasonably require to settle or oppose such claims. User will not enter into any settlement of any claim that imposes liability or restrictions on Allies without the prior written approval of Allies.

7.2 Limitation of Liability.

(a) ALLIES' TOTAL LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO, AND SHALL UNDER NO CIRCUMSTANCES EXCEED, IN THE AGGREGATE, \$100.

(b) IN NO EVENT WILL ALLIES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL COSTS OR DAMAGES OF ANY KIND. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL ALLIES BE LIABLE FOR ANY DOWNTIME COSTS; LOST BUSINESS, REVENUES, LOSS OF GOODWILL, OR LOST PROFITS; DAMAGES FOR FAILURE TO REALIZE EXPECTED SAVINGS; SHARE PRICE DECLINES, REDUCTION IN BUSINESS VALUE, OR LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA; OR SOFTWARE RESTORATION COSTS, WHETHER OR NOT ALLIES WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH COSTS, EXPENSES, OR DAMAGES. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS EXCLUDING OR LIMITING EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY EITHER PARTY'S NEGLIGENCE. EACH PARTY ACKNOWLEDGES THAT THESE ALLOCATIONS OF LIABILITY WERE AN ESSENTIAL ELEMENT IN ALLIES AND USER ENTERING INTO THE AGREEMENT AND AGREE THAT SUCH ALLOCATION OF LIABILITY IS REASONABLE AND APPROPRIATE GIVEN THE NATURE OF THE AGREEMENT.

8. Miscellaneous

8.1 **Survival.** The provisions pursuant to Sections 4, 7, and 8 shall survive termination of this EUA.

8.2 **Force Majeure.** Neither Party shall be liable for any delay in performance or failure to perform its obligations under this Agreement due to any cause outside its reasonable control. Such delay or failure shall not constitute a breach of this Agreement and the time for performance of the affected obligation shall be extended by such period as is reasonable.

8.3 **Severability.** If any of the provisions or part of a provision of this Agreement is judged to be illegal or unenforceable, the remainder will continue in full force and effect unless the substantive purpose of this Agreement would be frustrated by this, in which case either Party may terminate this Agreement forthwith on giving written notice to the other. Where any provision of this Agreement is deemed unenforceable under any applicable local Laws, then the offending part shall be deemed excised from this Agreement and replaced by equivalent provisions with the same effect to the fullest extent possible and permitted by such local Laws.

8.4 **Governing Law.** This Agreement and any court proceedings shall be governed by the laws of the United States and the State of Texas, exclusive of the provisions governing conflict of laws or any 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.

8.5 **Other.** Along with the Software License Agreement, the EUA sets forth the entire agreement and understanding of the Parties relating to Lighthouse and supersedes all prior and contemporaneous oral and written agreements. Headings have been included for convenience only and shall not be used in construing any provision herein. Nothing contained in any other document submitted by User shall in any way add to or otherwise modify the Agreement or any Allies data access or license terms under which the User accesses or uses Lighthouse.

The terms of this Agreement or other referenced documents may be updated by Allies from time to time without notice (but will be identified by the last updated date) and may be reviewed anytime at <https://alliesagainstsavery.org/notices/>. User's continued access to and use of Lighthouse constitutes acceptance of the then-current term