Strong Family Program General Terms

Version 7 · Last Updated: October 20, 2026

These Strong Family Program General Terms, including the Implementing Partner Agreement making reference hereto, which by this reference is incorporated herein (these "**Terms**"), are a binding agreement between The Global Orphan Project, Inc. ("**GO Project**", "**we**" or "**us**") and the person or entity identified on the Agreement as the Implementing Partner licensee of the Application ("**Partner**", "**you**", or "**your**").

GO PROJECT PROVIDES THE APPLICATION AND STRONG FAMILY MATERIALS SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS AND ON THE CONDITION THAT PARTNER ACCEPTS AND COMPLIES WITH THEM. BY ACCESSING OR USING ANY PORTION OF THE APPLICATION, THE STRONG FAMILY PLATFORM, OR ANY STRONG FAMILY MATERIALS, BY CLICKING "I AGREE" OR "ACCEPT" TO THESE TERMS, OR BY SUBSCRIBING TO THE PROGRAM PURSUANT TO AN ORDER FORM, YOU: (A) ACCEPT THESE TERMS AND AGREE THAT PARTNER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF PARTNER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THESE TERMS ON BEHALF OF PARTNER AND BIND PARTNER TO ITS TERMS. IF PARTNER DOES NOT AGREE TO THE TERMS OF THESE TERMS, GO PROJECT WILL NOT AND DOES NOT LICENSE THE APPLICATION OR STRONG FAMILY MATERIALS TO PARTNER AND YOU MUST NOT DOWNLOAD, INSTALL, OR OTHERWISE ACCESS OR USE THE APPLICATION, STRONG FAMILY PLATFORM, STRONG FAMILY MATERIALS, OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OR YOUR OR PARTNER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THESE TERMS, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THESE TERMS, AND THESE TERMS EXPRESSLY EXCLUDE ANY RIGHT, CONCERNING ANY APPLICATION OR STRONG FAMILY MATERIALS THAT PARTNER DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF GO PROJECT'S APPLICATION OR STRONG FAMILY MATERIALS.

1. Definitions

For purposes of these Terms, the following terms have the following meanings:

"**Agreement**" means the applicable partner implementation agreement, order form, purchase order, subscription form, enrollment form, statement of work, or other ordering document filled out and submitted by or on behalf of Partner, whether in electronic or physical form or media, and accepted by GO Project, setting forth the items of the Program and Application being licensed by Partner and the scope of use, pricing, services or other relevant terms in connection therewith. These Terms expressly incorporate the terms of each Agreement.

"**Application**" means the Strong Family online or mobile software application described in the Agreement in object code format, including any Updates provided to Partner pursuant to these Terms, in each case solely as and to the extent set forth in the applicable Agreement.

"**Application Data**" means (a) all data and information collected, input, uploaded, or otherwise provided by or on behalf of Authorized Users from or relating to Participants through the Application, including all individual and family wellness data, assessment results, case notes, and any other information relating to Participants; and (b) all Aggregated Statistics. For the avoidance of doubt, Application Data does not include Partner Data.

"**Authorized Users**" means solely those individuals authorized to use the Application pursuant to the license granted under these Terms, as set forth on the Agreement. Authorized Users may include employees and volunteers of Partner and of any Local Church partner through which Partner implements the Program, provided that Partner designates each such individual and remains responsible for them under Section 5(b).

"**DPA**" means the Strong Family Program Data Processing Agreement available at strongfamily.org/compliance, as updated from time to time, which is incorporated into these Terms.

"**Documentation**" means GO Project's user manuals, handbooks, and installation guides relating to the Application provided by GO Project to Partner either electronically or in hard copy form.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Local Church partner**" means a Local Church (as defined in the Agreement) through which Partner implements the Program.

"**Partner Data**" means, other than Application Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Partner or any other Authorized User through the Application.

"**Participants**" means the individuals whose personal data or other information is collected, input, uploaded, or otherwise provided by Authorized Users through the Application, including individuals and family members participating in programs administered or facilitated by Partner using the Application.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"**Strong Family**", or "**Strong Family Program**", or "**Program**" means the family-strengthening initiative developed and operated by GO Project that equips local churches with tools, training, and structure designed to strengthen families holistically across Eight Domains of Wellbeing and restore stability to vulnerable families and communities, in each case solely as and to the extent set forth in the applicable Agreement and as may be modified or updated by GO Project from time to time.

"**Strong Family Materials**" means the Application, the Strong Family Platform, all curriculum, handbooks, playbooks, training content, assessment tools, brand guidelines, and all other information, data, documents, materials, processes, software, and other technologies and inventions, including any future related and integrated technologies, that are provided or used by GO Project in connection with Strong Family, in each case as may be modified or updated by GO Project from time to time. For the avoidance of doubt, Strong Family Materials include data entered into the Application or Platform by Partner or any Authorized User.

"**Strong Family Platform**" or "**Platform**" means GO Project's proprietary digital platform housing the Strong Family curriculum, training modules, implementation guides, and educational resources accessible to Implementing Partners and Local Church leaders, in each case solely as and to the extent set forth in the applicable Agreement.

"**Third Party**" means any Person other than Partner or GO Project.

"**Third-Party Products**" means any products, content, services, information, websites, or other materials that are owned or provided by third parties and are incorporated into or accessible through the Application.

"**Updates**" means any updates, bug fixes, patches, or other error corrections to the Application that GO Project generally makes available free of charge to all licensees of the Application.

2. License Grant and Scope

Subject to and conditioned upon Partner's payment of applicable Fees (defined below), if any, and Partner's compliance with all terms and conditions set forth in these Terms, GO Project hereby grants Partner a non-exclusive, non-sublicensable, non-transferable license, during the Term and solely by and through its Authorized Users, to:

(a) download, copy, and install in accordance with the Documentation and Agreement one (1) copy of the Application on a number of devices commensurate with the number of Authorized Users permitted on the Agreement, provided that each such device is owned or controlled by Partner or by the Authorized User using it (including personal devices of Authorized Users who are employees or volunteers of Partner or a Local Church partner), is protected by a passcode or other screen lock, and is used in accordance with the Authorized User Terms of Use. Unless the Agreement expressly states that Partner is purchasing an enterprise license, or as otherwise permitted by GO Project in writing, each such device shall be for a single Authorized User. In addition to the foregoing, Partner has the right to make one copy of the Application solely for archival purposes and a reasonable number of copies of the Application solely for backup purposes, provided that Partner shall not, and shall not allow any Person to, install or use any such copy other than if and for so long as any copy installed in accordance with the preceding sentence is inoperable and, provided, further, that Partner uninstalls and otherwise deletes such inoperable copy(ies). All copies of the Application made by the Partner will be the exclusive property of GO Project, will be subject to the terms and conditions of these Terms, and must include all Intellectual Property Rights notices contained in the original;

(b) use and run the Application as properly installed in accordance with these Terms and the Documentation, solely as set forth in the Documentation and solely for Partner's internal implementation of the Strong Family Program in accordance with the Agreement;

(c) download or otherwise make one (1) copy of the Documentation per copy of the Application permitted to be installed in accordance with these Terms and use such Documentation, solely in support of its licensed use of the Application in accordance herewith. All copies of the Documentation made by Partner will be the exclusive property of GO Project, will be subject to the terms and conditions of these Terms, and must include all Intellectual Property Rights notices contained in the original;

(d) transfer any copy of the Application from one device to another, provided that the number of devices on which the Application is installed at any one time does not exceed the number permitted under Section 2(a);

(e) access and use the Application remotely via web browser or other means made available and permitted or directed in writing by GO Project, solely in support of Partner's implementation of the Strong Family Program in the Territory in accordance with these Terms and the Agreement;

(f) access and use the Strong Family Platform to view, download, and utilize the Strong Family curriculum, training modules, implementation guides, and educational resources made available thereon by GO Project, solely in support of Partner's implementation of the Strong Family Program in the Territory in accordance with these Terms and the Agreement;

(g) access and use the Strong Family Materials, including the Strong Family Playbook, curriculum, training content, assessment tools, and brand guidelines, solely in support of Partner's implementation of the Strong Family Program in the Territory in accordance with these Terms and the Agreement; and

(h) solely to the extent expressly authorized under the applicable Agreement and subject to the conditions set forth therein, use and reasonably adapt the Strong Family Materials (excluding, in any case, the Application and the Platform, which Partner shall not adapt or otherwise modify) to create localized adaptations, translations, or contextual modifications of the Strong Family Program ("**Partner Adaptations**"), in each case solely in support of Partner's implementation of the Strong Family Program in the Territory in accordance with these Terms and the Agreement.

3. Partner Data

You hereby grant to GO Project a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Partner Data and perform all acts with respect to the Partner Data as may be necessary for GO Project to provide the Application to you, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Partner Data incorporated within the Aggregated Statistics. You will ensure that Partner Data and any Authorized User's use of Partner Data will not violate any policy or terms referenced in or incorporated into these Terms or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Partner Data.

4. Use Restrictions

Partner shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Application, Strong Family Materials, Strong Family Platform, or Documentation beyond the scope of the license granted under Section 2; (b) provide any other Person, other than Authorized Users, including any subcontractor, independent contractor, affiliate, or service provider of Partner, with access to or use of the Application, Strong Family Materials, Strong Family Platform, or Documentation; (c) except as expressly authorized under the applicable Agreement for the creation of Partner Adaptations to the extent permitted thereunder, modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application, Strong Family Materials, Strong Family Platform, or Documentation or any part thereof; (d) combine the Application or any part thereof with, or incorporate the Application or any part thereof in, any other programs; (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or Strong Family Platform or any part thereof; (f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Application, Strong Family Materials, Strong Family Platform, or Documentation, including any copy thereof; (g) except as expressly set forth in Section 2(a) and Section 2(c), copy the Application or Documentation, in whole or in part; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, Strong Family Materials, or any features or functionality of the Application or Strong Family Platform, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service; (i) use the Application, Strong Family Materials, Strong Family Platform, or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems; (j) use the Application, Strong Family Materials, Strong Family Platform, or Documentation in violation of any law, regulation, or rule; (k) use the Application, Strong Family Materials, Strong Family Platform, or Documentation for purposes of competitive analysis of the Application, the development of a competing software product, program, or service, or any other purpose that is to GO Project's commercial disadvantage; or (l) use the Strong Family Materials in a manner that disparages, misrepresents, or is inconsistent with the Strong Family brand, values, or messaging guidelines.

5. Responsibility for Use of Application and Strong Family Materials

(a) **Acceptable Use.** The Application may not be used for unlawful, fraudulent, offensive, or obscene activity. You will comply with all terms and conditions of these Terms, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be issued by GO Project from time to time. You shall ensure that all Authorized Users accept and comply with the Strong Family Program Authorized User Terms of Use, available at strongfamily.org/compliance, as updated from time to time.

(b) **Account Use.** You are responsible and liable for all uses of the Application, Strong Family Platform, Strong Family Materials, and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of these Terms. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, including Authorized Users who are employees or volunteers of a Local Church partner, and any act or omission by an Authorized User that would constitute a breach of these Terms if taken by you will be deemed a breach of these Terms by you. You shall use reasonable efforts to make all Authorized Users aware of these Terms' provisions as applicable to such Authorized User's use of the Application and Strong Family Materials and shall cause Authorized Users to comply with such provisions. You shall ensure that each Local Church partner whose employees or volunteers are Authorized Users is bound by confidentiality and data protection obligations at least as protective as those in these Terms and the DPA, and you shall promptly remove access for any Authorized User who no longer requires it. You shall notify GO Project at privacy@goproject.org within seventy-two (72) hours after you learn that a device used to access the Application has been lost or stolen, or that an Authorized User's account or any Participant information may have been accessed or disclosed without authorization.

(c) **Passwords and Access Credentials.** You are responsible for keeping your passwords and access credentials associated with the Application confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

(d) **Third-Party Products.** The Application may permit access to Third-Party Products. For purposes of these Terms, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance, whether by GO Project or the applicable third party provider, within the Application, by website link, or otherwise. If you do not

agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products. Any breach by Partner or any of its Authorized Users of any Third-Party Product terms is also a breach of these Terms.

6. Compliance Measures

(a) **Security Features.** The Application may contain technological copy protection or other security features designed to prevent unauthorized use of the Application, including features to protect against any use of the Application that is prohibited under Section 4. Partner shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

(b) **Internal Review.** On GO Project's written request, Partner shall conduct a review of its and its Authorized Users' use of the Application and certify to GO Project in a written instrument signed by an officer of Partner that it is in full compliance with these Terms or, if Partner discovers any noncompliance:

(i) Partner shall immediately remedy such noncompliance and provide GO Project with written notice thereof. Partner shall provide GO Project with all access and assistance as GO Project requests to further evaluate and remedy such noncompliance.

(ii) If Partner's use of the Application exceeds the number of copies or Authorized Users permitted under the license, GO Project shall have the remedies set forth in Section 6(d).

(c) **Audit Rights.** During the Term, GO Project may, in GO Project's sole discretion, audit Partner's use of the Application to ensure Partner's compliance with these Terms, provided that (i) any such audit shall be conducted on not less than five (5) days' prior notice to Partner, and (ii) no more than two (2) audits may be conducted in any twelve (12) month period except for good cause shown. GO Project also may, in its sole discretion, audit Partner's systems within four (4) months after the end of the Term to ensure Partner has ceased use of the Application and removed all copies of the Application from such systems as required hereunder. The Partner shall fully cooperate with GO Project's personnel conducting such audits and provide all reasonable access requested by GO Project to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information. GO Project shall only examine information related to the Partner's use of the Application. GO Project may conduct audits only during Partner's normal business hours and in a manner that does not unreasonably interfere with the Partner's business operations.

(d) **Remedies.** If any of the measures taken or implemented under this Section 6 determines that the Partner's use of the Application exceeds or exceeded the use permitted by these Terms, then:

(i) Partner shall, upon GO Project's request, pay to GO Project the retroactive Fees (if any) for such excess use and, unless GO Project terminates these Terms pursuant to Section 6(d)(iii), obtain and pay for a valid license to bring Partner's use into compliance with these Terms. In determining the Fee payable pursuant to the foregoing, (x) unless Partner can demonstrate otherwise by documentary evidence, all excess use of the Application shall be deemed to have commenced on the commencement date of these Terms or, if later, the completion date of any audit previously conducted by GO Project hereunder, and continued uninterrupted thereafter, and (y) the rates for such licenses shall be determined without regard to any discount to which Partner may have been entitled had such use been properly licensed prior to its commencement (or deemed commencement).

(ii) If the use exceeds or exceeded the use permitted by these Terms by more than 5%, Partner shall also pay to GO Project, upon GO Project's request therefor, GO Project's costs incurred in conducting the audit.

(iii) If the use exceeds or exceeded the use permitted by these Terms by more than 5%, GO Project shall also have the right to terminate these Terms and the license granted hereunder, effective immediately upon notice to Partner.

GO Project's remedies set forth in this Section 6(d) are cumulative and are in addition to, and not in lieu of, all other remedies GO Project may have at law or in equity, whether under these Terms or otherwise.

(e) **Suspension.** Notwithstanding anything to the contrary in these Terms, GO Project may temporarily suspend Partner's and any other Authorized User's access to any portion or all of the Application if: (i) GO Project reasonably determines that (A) there is a threat or attack on any of the GO Project IP; (B) Partner's or any other Authorized User's use of the GO Project IP disrupts or poses a security risk to the GO Project IP or to any other customer or vendor of GO Project; (C) Partner or any other Authorized User is using the GO Project IP for fraudulent or illegal activities; (D) subject to applicable law, Partner has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) GO Project's provision of the Application to Partner or any other Authorized User is prohibited by applicable law; (ii) any vendor of GO Project has suspended or terminated GO Project's access to or use of any third-party services or products required to enable Partner to

access the Application; or (iii) for failure to pay applicable Fees when due (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). GO Project shall use commercially reasonable efforts to provide written notice of any Service Suspension to Partner and to provide updates regarding resumption of access to the Application following any Service Suspension. GO Project shall use commercially reasonable efforts to resume providing access to the Application as soon as reasonably possible after the event giving rise to the Service Suspension is cured. GO Project will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Partner or any other Authorized User may incur as a result of a Service Suspension.

7. Support; Updates

(a) **Support.** These Terms do not entitle Partner to any support for the Application. Any maintenance or support services provided under an applicable Agreement shall be as set forth therein, provided that GO Project may revise, update, or modify the scope, fees, and other terms regarding its maintenance and support plans from time to time in its sole discretion.

(b) **Updates.** GO Project may develop and provide Updates in its sole discretion, and Partner agrees that GO Project has no obligation to develop any Updates at all or for particular issues. Partner further agrees that all Updates will be deemed part of the Application, and related documentation will be deemed Documentation, all subject to all terms and conditions of these Terms. Partner acknowledges that GO Project may provide some or all Updates via download from a website designated by GO Project and that Partner's receipt thereof will require an internet connection, which connection is Partner's sole responsibility. GO Project has no obligation to provide Updates via any other media. Maintenance and support services, if provided under an applicable Agreement, do not include any new version or new release of the Application that GO Project may issue as a separate or new product, and GO Project may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion.

(c) **Limitations.** GO Project has no obligation to provide maintenance and support services, including Updates, under these Terms. If maintenance or support services are set forth in an applicable Agreement, GO Project has no obligation to provide maintenance and support services: (i) for any but the most current version or release of the Application; (ii) for any copy of Application for which all previously issued Updates have not been installed; (iii) if Partner is in breach under these Terms; or (iv) for any

Application that has been modified other than by GO Project, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation or expressly authorized by GO Project in writing.

8. Collection and Use of Information and Data

(a) **Usage Data.** Partner acknowledges that GO Project may, directly or indirectly through the services of Third Parties, collect and store information regarding use of the Application and about equipment on which the Application is installed or through which it otherwise is accessed and used, including without limitation through the provision of maintenance and support services, and security measures included in the Application as described in Section 6. Partner agrees that GO Project may use such information for any purpose related to any use of the Application by Partner or on Partner's equipment, including but not limited to improving the performance of the Application or developing Updates, and verifying Partner's compliance with the terms of these Terms and enforcing GO Project's rights, including all Intellectual Property Rights in and to the Application.

(b) **Aggregated Statistics.** Without limiting the foregoing, and notwithstanding anything to the contrary in these Terms, GO Project may monitor Partner's use of the Application and collect and compile data and information related to Partner's use of the Application to be used by GO Project in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Application ("**Aggregated Statistics**"). As between GO Project and Partner, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by GO Project. You acknowledge that GO Project may compile Aggregated Statistics based on Partner Data and other Application Data input into the Application. You agree that GO Project may (i) make Aggregated Statistics publicly available in compliance with Applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under Applicable Law.

(c) **Application Data.** As between GO Project and Partner, GO Project is and shall be the sole and exclusive owner of all Application Data, including all Intellectual Property Rights therein. Partner hereby irrevocably assigns, and shall cause each Authorized User to irrevocably assign, to GO Project all right, title, and interest in and to all Application Data. To the extent any such assignment is not effective or enforceable for any reason, Partner hereby grants, and shall cause each Authorized User to grant, to GO Project a perpetual, irrevocable, exclusive, royalty-free, fully paid-up, worldwide license, with the right to sublicense through multiple tiers, to use, reproduce, modify, create derivative works of, distribute, display, perform, and otherwise exploit all Application Data for any purpose

without restriction. Partner shall not acquire any right, title, or interest in or to any Application Data by virtue of these Terms or Partner's use of the Application, except for the limited right to access and use Application Data through the Application during the Term solely as necessary for Partner's authorized use of the Application in accordance with these Terms and the Documentation. Partner acknowledges and agrees that GO Project may use, share, publish, and otherwise exploit Application Data, in whole or in part, in GO Project's sole discretion, for any purpose, including without limitation program evaluation, research, reporting, fundraising, and the improvement of GO Project's products and services, subject to GO Project's compliance with Applicable Law. Notwithstanding the foregoing, GO Project's use of any Application Data that identifies or relates to an identifiable individual is subject to the DPA and to the terms of the Participant consent under which that Application Data was collected.

(d) **Data Collection.** Partner shall ensure that all Authorized Users collect and provide all Application Data in compliance with (i) all Applicable Law, including all applicable data protection and privacy laws and regulations, and (ii) all policies, guidelines, and directions issued by GO Project from time to time, including without limitation by ensuring that all Participant consent forms and requirements provided by GO Project are complete, accurate, and executed by the Participant in the manner required by GO Project and Applicable Law. Without limiting the foregoing, Partner shall ensure that, during each annual data collection window and before any Application Data about a Participant is collected for that year, the then-current Participant consent presented in the Application is explained to and obtained from that Participant (or, for a minor, the minor's parent or legal guardian). Partner represents and warrants that it has obtained, and shall obtain and maintain throughout the Term, all necessary consents, authorizations, and permissions from each Participant required under Applicable Law to (a) collect, process, and transfer Application Data to GO Project through the Application, and (b) grant GO Project the ownership and other rights set forth in these Terms with respect to such Application Data.

9. Intellectual Property Rights

Partner acknowledges and agrees that the Application, Strong Family Materials, Strong Family Platform, and Documentation are provided under license, and not sold, to Partner. Partner does not acquire any ownership interest in the Application, Strong Family Materials, Strong Family Platform, or Documentation under these Terms, or any other rights therein or thereto, other than to use the same in accordance with the license granted herein and subject to all terms, conditions, and restrictions under these Terms. As

between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Application, Documentation, Strong Family Materials, Strong Family Platform, Application Data, and all Intellectual Property Rights therein, thereto, and arising out of or relating thereto ("**GO Project IP**"), and (b) you own all right, title, and interest, including all intellectual property rights, in and to Partner Data. GO Project reserves and shall retain all right, title, and interest in and to the GO Project IP except as expressly licensed to the Partner in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to Partner or any third party, any Intellectual Property Rights or other right, title, or interest in or to the GO Project IP. Partner hereby irrevocably assigns to GO Project, for no additional consideration, its entire right, title, and interest in any contributions of Partner to the Strong Family Materials, including all Intellectual Property Rights therein. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Application or Strong Family Materials, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback. Partner shall safeguard all Application and Strong Family Materials (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Partner shall promptly notify GO Project if Partner becomes aware of any infringement of GO Project's Intellectual Property Rights in the Application or Strong Family Materials and fully cooperate with GO Project in any legal action taken by GO Project to enforce its Intellectual Property Rights.

(a) **Partner Adaptations.** To the extent Partner is authorized under the applicable Agreement to create Partner Adaptations, such Partner Adaptations shall be deemed contributions of Partner to the Strong Family Materials, and all right, title, and interest in and to the Partner Adaptations, including all Intellectual Property Rights therein and thereto, shall vest in and be owned exclusively by GO Project as and when created and are hereby assigned to GO Project in accordance with this Section 9. Subject to Partner's continued compliance with these Terms and the Agreement, GO Project hereby grants Partner a limited, non-exclusive, non-transferable, royalty-free license during the Term to

use the Partner Adaptations solely for Partner's implementation of the Strong Family Program in the Territory and subject in each case to the conditions set forth in the Agreement. For avoidance of doubt, such license shall terminate automatically upon the expiration or termination of these Terms or the Agreement. GO Project may, in its sole discretion and as owner of the Partner Adaptations, use, reproduce, modify, share, and incorporate Partner Adaptations into the Strong Family Materials and across the Strong Family Program partner network.

10. Payment

All Partner fees, financial commitments, and/or cost sharing set forth in the Agreement for Partner's subscription, maintenance and support services, and/or any other fees set forth therein (if any) (collectively, "**Fees**") are payable in advance in the manner set forth in the Agreement and are non-refundable, except as may be expressly set forth herein. If not otherwise set forth in the Agreement, Partner shall pay GO Project all Fees within thirty (30) days of the date of GO Project's invoice therefor. GO Project may, in its reasonable discretion, increase the Fees payable under these Terms not more than once during any twelve (12) month period, effective upon written notice to Partner. If Partner fails to make any payment when due, without limiting GO Project's other rights and remedies: (i) GO Project may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Partner shall reimburse GO Project for all costs incurred by GO Project in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) GO Project may suspend, in accordance with Section 6(e), Partner's and all other Authorized Users' access to any portion or all of the Application until such amounts are paid in full. All Fees and other amounts payable by Partner under these Terms are exclusive of taxes and similar assessments. Partner is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Partner hereunder, other than any taxes imposed on GO Project's income. Any renewal of the license or maintenance and support services hereunder shall not be effective until the fees for such renewal have been paid in full.

11. Term and Termination

(a) These Terms and the license granted hereunder shall remain in effect for the Term set forth on the Agreement or until earlier terminated as set forth herein.

(b) GO Project may terminate these Terms for convenience upon thirty (30) days prior written notice to Partner.

(c) Either party may terminate these Terms, effective upon written notice to the other party, if such other party breaches these Terms and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides written notice thereof.

(d) GO Project may terminate these Terms, effective immediately, if Partner files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

(e) Upon expiration or earlier termination of these Terms, the license granted hereunder shall also terminate, and Partner shall cease using and destroy all copies of the Application, Strong Family Materials, and Documentation. No expiration or termination shall affect Partner's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Partner to any refund. This Section and any right, obligation, or required performance of the parties in these Terms which, by its express terms or nature and context is intended to survive termination or expiration of these Terms, will survive any such termination or expiration.

12. Warranty Disclaimer

GO PROJECT MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE APPLICATION, STRONG FAMILY MATERIALS, OR STRONG FAMILY PLATFORM, AND THE APPLICATION, STRONG FAMILY MATERIALS, STRONG FAMILY PLATFORM, AND DOCUMENTATION ARE PROVIDED TO PARTNER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, GO PROJECT, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, STRONG FAMILY MATERIALS, STRONG FAMILY PLATFORM, AND DOCUMENTATION, INCLUDING ALL IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, GO PROJECT PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION OR STRONG FAMILY MATERIALS WILL MEET PARTNER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER APPLICATION, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, COMPLY WITH APPLICABLE LAW, RULE, OR REGULATION, OR MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (a) IN NO EVENT WILL GO PROJECT OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO PARTNER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE APPLICATION; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT GO PROJECT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT WILL GO PROJECT'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THESE TERMS OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO GO PROJECT PURSUANT TO THESE TERMS DURING THE TWELVE

(12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. THE LIMITATIONS SET FORTH IN SECTIONS 13(a) AND 13(b) SHALL APPLY EVEN IF PARTNER'S REMEDIES UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

14. Export Regulation

The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Partner shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Partner shall comply with all applicable national, international, federal, state, and local laws, regulations, ordinances, and rules (collectively, "**Applicable Law**"), and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

15. Confidential Information

From time to time during the Term, GO Project and Partner may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, software, technology, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; or (c) rightfully obtained by the receiving party on a non-confidential basis from a third party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under these Terms. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) 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; or (ii) to establish a

party's rights under these Terms, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five (5) years thereafter; 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 these Terms for as long as such Confidential Information remains subject to trade secret protection under applicable law.

16. Indemnification

Partner shall indemnify, hold harmless, and, at GO Project's option, defend GO Project and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, or settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees arising from or relating to any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") (i) that the Partner Data, Application Data, or any use of the Partner Data or Application Data in accordance with these Terms, infringes or misappropriates such third party's intellectual property, proprietary, or privacy rights or violates Applicable Law; (ii) based on Partner's or any Authorized User's negligence or willful misconduct or use of the Application or Strong Family Materials in a manner not authorized by or in violation of these Terms; or (iii) Partner's breach of any representation, warranty, or obligation under these Terms or the Agreement, including Partner's obligations related to Families, Local Church partners, or Coordinators; provided that Partner may not settle any Third-Party Claim against GO Project unless GO Project consents to such settlement, and further provided that GO Project will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

17. Miscellaneous

(a) **Governing Law.** All matters arising out of or relating to these Terms shall be governed by and construed in accordance with the internal laws of the State of Missouri, USA, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to these Terms or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Missouri in each case located in the County of

Jackson, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal 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.

(b) **Force Majeure.** In no event shall either Party be liable to the other Party, or be deemed to have breached these Terms, for any failure or delay in performing its obligations under these Terms (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to: (i) acts of God; (ii) flood, fire, earthquake, pandemic, epidemic, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of these Terms; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities.

(c) **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent by GO Project during normal business hours of the recipient, and on the next business day if sent by GO Project after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Agreement (or to such other address as may be designated by a party from time to time in accordance with this Section 17(c)).

(d) **Entire Agreement.** These Terms, together with the Agreement, DPA, all annexes, schedules, and exhibits attached hereto and all other documents that are incorporated by reference herein, including documents referenced via hyperlink or URL, constitute the sole and entire agreement between Partner and GO Project with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(e) **Privacy Notice.** GO Project maintains the Strong Family Application Privacy Notice, available at strongfamily.org/compliance ("**Privacy Notice**"), in providing the Application and Strong Family Platform. The Privacy Notice is subject to change as described therein. By accessing, using, and providing information to or through the Application or Strong

Family Platform, you acknowledge that you have reviewed and accepted our Privacy Notice, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Notice.

(f) **Assignment.** Partner shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these Terms, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without GO Project's prior written consent, which consent GO Project may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Partner (regardless of whether Partner is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under these Terms for which GO Project's prior written consent is required. No delegation or other transfer will relieve Partner of any of its obligations or performance under these Terms. Any purported assignment, delegation, or transfer in violation of this Section is void. GO Project may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under these Terms without Partner's consent. These Terms are binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(g) **Relationship of the Parties.** The relationship of the parties hereto is that of independent contractors, and nothing in these Terms shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties, notwithstanding the designation of the term "Partner" in referring to either party. Neither party shall have the authority to bind or obligate the other party in any manner.

(h) **No Third Party Beneficiaries.** These Terms are 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 on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

(i) **Modifications.** You acknowledge and agree that GO Project has the right, in GO Project's sole discretion, to modify these Terms from time to time, and that modified terms become effective on posting at strongfamily.org/compliance. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Application, Strong Family Platform, or Strong Family Materials after the effective date of the modifications will be deemed acceptance of the modified terms.

(j) **Severability.** If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or

provision in any other jurisdiction.

(k) **Construction.** For purposes of these Terms, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these Terms as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Annexes, Schedules, and Exhibits refer to the Sections of, and Annexes, Schedules, and Exhibits attached to, these Terms; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. These Terms shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Agreement, DPA, and all annexes, schedules, exhibits, or other attachments referred to herein, including documents referenced via URL or hyperlink, shall be construed with, and as an integral part of, these Terms to the same extent as if they were set forth verbatim herein. The headings in these Terms are for reference only and do not affect the interpretation of these Terms.