Strong Family Program Authorized User Terms of Use

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These Strong Family Program Authorized User Terms of Use (these "**Terms**") govern your use of the Strong Family Program software (the "**Application**"), the Strong Family Platform, and all related Strong Family Materials, including all user manuals, technical manuals, and any other materials provided by GO Project, in printed, electronic, or other form, that describe the Application or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") for use pursuant to and subject to the Strong Family Program General Terms (the "**General Terms**") between The Global Orphan Project, Inc. ("**GO Project**") and your employer or other person or entity who has received a license from GO Project to permit you to access and use the Application, Strong Family Platform, and/or Strong Family Materials ("**Partner**").

BY ACCESSING OR USING ANY PORTION OF THE APPLICATION, STRONG FAMILY PLATFORM, OR STRONG FAMILY MATERIALS, OR BY CLICKING "I AGREE" OR "ACCEPT" TO THESE TERMS, AS APPLICABLE, YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY PARTNER TO ACCESS AND USE THE APPLICATION, STRONG FAMILY PLATFORM, AND STRONG FAMILY MATERIALS; AND (ii) ACCEPT THESE AUTHORIZED USER TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT CLICK THE "ACCEPT" BUTTON, CHECK THE "ACCEPT" BOX, OR OTHERWISE ACCESS OR USE THE APPLICATION, STRONG FAMILY PLATFORM, OR STRONG FAMILY MATERIALS, AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE APPLICATION, STRONG FAMILY PLATFORM, OR STRONG FAMILY MATERIALS.

1. License Grant

Subject to your compliance with these Terms, GO Project hereby grants you a non-exclusive, non-transferable, non-sublicensable license to use the Application, Strong Family Platform, and Strong Family Materials solely in accordance with the Documentation, as installed on a device owned or controlled by Partner or by you, or as otherwise made available by GO Project, and solely for Partner's internal program implementation purposes. You must be at least 18 years old to use the Application. The foregoing license will terminate immediately on the earlier to occur of:

(a) the expiration or earlier termination of the General Terms or the Implementing Partner Agreement between GO Project and Partner; or

(b) your ceasing to be authorized by Partner to use the Application, Strong Family Platform, or Strong Family Materials for any or no reason.

2. Use Restrictions and Acceptable Use

You shall not, directly or indirectly:

(a) use the Application, Strong Family Platform, Strong Family Materials, or Documentation except as set forth in Section 1;

(b) copy the Application, Strong Family Materials, or Documentation, in whole or in part;

(c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application, Strong Family Materials, 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 included on or in the Application, Strong Family Materials, Strong Family Platform, or Documentation, including any copy thereof;

(g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Application, Strong Family Materials, Strong Family Platform, or any features or functionality of the Application or Strong Family Platform, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Partner, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, 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;

(h) use the Application or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems;

(i) use the Application, Strong Family Materials, Strong Family Platform, or Documentation in violation of any law, regulation, or rule, or for any unlawful, fraudulent, offensive, or obscene activity;

(j) 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;

(k) share your sign-in details with anyone, or allow anyone else to use the Application under your account;

(l) copy, photograph, screenshot, download, export, or otherwise remove Participant information from the Application, except as the Application or GO Project expressly permits;

(m) enter information about a Participant unless that Participant (or, for a minor, the minor's parent or legal guardian) has given consent through the Application for the current year's data collection window;

(n) use the Application or any Participant information for any purpose other than Partner's implementation of the Strong Family Program; or

(o) delete, alter, or withhold Participant records in response to a withdrawal request, rather than forwarding the request to GO Project as directed by GO Project.

You shall keep any device you use to access the Application protected with a passcode or other screen lock. You shall tell Partner (for example, your coordinator or supervisor) as soon as possible, by any means, if a device you use to access the Application is lost or stolen, or if you believe your account or any Participant information has been accessed or disclosed without authorization.

3. Compliance Measures

(a) The Application may contain technological copy protection or other security features designed to prevent unauthorized use of the Application, including features to protect against use of the Application beyond the scope of the license granted pursuant to Section 1, or prohibited under Section 2.

(b) You 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.

4. Collection and Use of Information and Data

(a) **Usage Data.** GO Project may, directly or indirectly through the services of others, 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, by means of (i) providing maintenance and support services and (ii) security measures included in the Application as described in Section 3. You agree that GO Project may use such information for any purpose related to any use of the Application by you, including but not limited to: (i) improving the performance of the Application or developing updates; and (ii) verifying compliance with 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 your use of the Application and collect and compile data and information related to your 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 you, 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 User 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 you, GO Project is and shall be the sole and exclusive owner of all Application Data, including all Intellectual Property Rights therein. You hereby 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, you hereby 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. You shall not acquire any right, title, or interest in or to any Application Data by virtue of these Terms or your use of the Application, except for the limited right to access and use Application Data through the Application solely as necessary for your authorized use of the Application in accordance with these Terms and the Documentation. You acknowledge and agree 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 Strong Family Program Data Processing Agreement and to the terms of the Participant consent under which that Application Data was collected.

(d) **Data Collection.** You shall 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 (as may be communicated to you by Partner) from time to time, including without limitation by ensuring that the Participant consent presented in the Application is explained to and obtained from each Participant (or, for a minor, the minor's parent or legal guardian) in the manner required by GO Project and Applicable Law before you collect information about that Participant. You represent and warrant that you have obtained, and shall obtain and maintain while you use the Application, 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.

5. Intellectual Property Rights

You acknowledge that the Application, Strong Family Materials, Strong Family Platform, and Documentation are provided under license, and not sold, to you. You do not acquire any ownership interest in the Application, Strong Family Materials, Strong Family Platform, or any GO Project IP under these Terms, or any other rights to the GO Project IP other than to use the Application, Strong Family Platform, and Strong Family Materials in accordance with the license granted under these Terms, subject to all terms, conditions, and restrictions. GO Project reserves and shall retain its entire right, title, and interest in and to the Application, Strong Family Materials, Strong Family Platform, Documentation, Application Data, and all Intellectual Property Rights therein, thereto, and arising out of or relating thereto ("**GO Project IP**"), subject to the license expressly granted to you in these Terms. You shall safeguard the Application, Strong Family Materials, and Strong Family Platform (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.

6. Disclaimer of Liability

IN NO EVENT WILL GO PROJECT OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE APPLICATION, STRONG FAMILY PLATFORM, OR STRONG FAMILY MATERIALS. YOU ARE PROVIDED THE APPLICATION, STRONG FAMILY PLATFORM, AND STRONG FAMILY MATERIALS PURSUANT TO THE GENERAL TERMS AND THE IMPLEMENTING PARTNER AGREEMENT BETWEEN GO PROJECT AND PARTNER, SOLELY FOR THE BENEFIT OF PARTNER AND AT PARTNER'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THAT AGREEMENT INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY GO PROJECT OR ITS AFFILIATES, OR ANY OF ITS OR THEIR LICENSORS OR SERVICE PROVIDERS, MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE APPLICATION, STRONG FAMILY PLATFORM, OR STRONG FAMILY MATERIALS SHALL BE SOLELY TO PARTNER PURSUANT TO THAT AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN.

7. Export Regulation

The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable laws, regulations, and rules, 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.

8. Governing Law

These Terms are governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Missouri.

9. 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 or otherwise making them available via the Application. 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.

10. 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.

11. Definitions

The following terms have the meanings given to them below:

(a) "**Applicable Law**" means any and all national, international, federal, state, and local laws, regulations, ordinances, and rules applicable to you or your use of the Application, as context requires.

(b) "**Application Data**" means (a) all data and information collected, input, uploaded, or otherwise provided by or on behalf of you 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 User Data.

(c) "**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.

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

(e) "**User 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 you through the Application.