

CAMP AGAPE END USER LICENSE AGREEMENT

BY CLICKING “ACCEPT,” YOU ARE ACCEPTING AND AGREEING TO THE TERMS AND CONDITIONS SET FORTH BELOW (THIS “**AGREEMENT**”). THIS AGREEMENT REPRESENTS A BINDING CONTRACT BETWEEN YOU AND CAMP AGAPE, NON-PROFIT CORPORATION (“**LICENSOR**”) FOR YOUR USE OF ANY CONTENT PROVIDED BY LICENSOR, INCLUDING THERAPY COURSE MATERIALS, GAMES, AND OTHER CONTENT (THE “**CONTENT**”). THIS AGREEMENT IS EFFECTIVE AS OF THE DATE YOU CLICK “ACCEPT” (THE “**EFFECTIVE DATE**”). YOUR SELECTION OF THE BOX INDICATING YOUR AGREEMENT IS YOUR ELECTRONIC SIGNATURE AND YOU AGREE THAT THIS SIGNATURE IS THE LEGAL EQUIVALENT OF YOUR MANUAL SIGNATURE. YOU AGREE TO RECEIVE ELECTRONIC DISCLOSURES AND NOTICES FROM, AND TO TRANSACT ELECTRONICALLY WITH, LICENSOR.

THIS AGREEMENT CONTAINS LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTY, CONSENT TO USE OF PERSONAL INFORMATION AND OTHER IMPORTANT TERMS. PLEASE READ IT CAREFULLY BEFORE PROCEEDING.

IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR CONTRACT WITH AN ENTITY (E.G., A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP), (A) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT, AND (B) “YOU,” AS USED IN THIS AGREEMENT, REFERS TO YOU AND THAT ENTITY.

1. Definitions.

All capitalized terms used in this Agreement or in any exhibits, attachments, or appendices to this Agreement shall have the respective meanings ascribed to them in this Agreement, the Online Terms, or as set forth below. All capitalized terms used in this Agreement, unless indicated otherwise, include all derivative forms and variations of the terms.

- 1.1. “**Affiliate**” means a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the party specified. For the purpose of this definition, control means the legal or beneficial ownership of (a) 50% or more of the outstanding voting stock of a company or (b) 50% or more of the equity of a company, partnership or joint venture.
- 1.2. “**Confidential Information**” means all proprietary information, financial information and other commercially valuable or sensitive information in whatever form, including embodiments of Know-How and information regarding Know-How, including formulae, research and development, compositions, manufacturing and production processes and techniques, methods, technical data, designs, graphs, drawings, devices, models, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals and any other materials or information of whatever description which Licensor has identified as confidential, proprietary or of a commercially sensitive nature or You should know is regarded as confidential, proprietary or of a commercially sensitive nature by Licensor. Confidential Information does not include: (a) information which is lawfully in the public domain prior to its disclosure to You by Licensor; (b) information which enters the public domain after its disclosure to You by means other than an unauthorized disclosure of such information by any Person; (c) information which is or becomes lawfully available to You from a third party who has the proper authority to disclose such information to You on a non-confidential basis; and (d) information which is already rightfully known or independently created by You (as shown by its written record) prior to the date of disclosure. Information is not to be considered to be in the public domain for the purposes of this Agreement unless it is lawfully available to the general public from a single source without restriction on its use or disclosure. In addition, specific information is not considered to be in the public domain for purposes of this Agreement if only a general embodiment or description of such information is available in the public domain.
- 1.3. “**Documentation**” means any supporting user, administrative, training or technical documentation, whether written or electronic, provided or made available by Licensor and related to the Content.

- 1.4. “**Intellectual Property Rights**” means any and all proprietary, industrial and intellectual property rights, under the law of any jurisdiction or rights under international treaties, both statutory and common law rights, including: (a) utility models, supplementary protection certificates, statutory invention registrations, patents and applications for same, and extensions, divisions, continuations, continuations-in-part, reexaminations, and reissues thereof; (b) trademarks, service marks, trade names, slogans, domain names, logos, trade dress, and other indicia of source (including all goodwill associated with the foregoing), and registrations and applications for registrations thereof (the “**Trademarks**”); (c) copyrights, moral rights, database rights, mask work rights, other rights in works of authorship and registrations and applications for registration of the foregoing; and (d) trade secrets, know-how, and rights in confidential information, including designs, formulations, concepts, compilations of information, methods, techniques, procedures, and processes, whether or not patentable (the “**Know-How**”).
- 1.5. “**Licensor Entities**” means Licensor and its Affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors.
- 1.6. “**Online Terms**” means the Camp Agape Terms of Use and the Camp Agape Privacy Policy (each available on the Website), including any other terms of use or policies posted on Licensor’s website, each as may be amended and updated from time to time by Licensor in its sole discretion.
- 1.7. “**Person**” means any individual, corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, governmental authority, or any other entity.
- 1.8. “**Personal Data**” means any information or data that identifies or could reasonably be used to identify a natural person, including: a person’s first and last name, home or other physical address, telephone number, fax number, email address or other online identifier, Social Security number or other third-party issued identifier (including state identification number, driver’s license number, or passport number), biometric data, health information, credit card or other financial information (including bank account information), and IP address, geolocation information, cookie information, or any other device-specific number or identifier.
- 1.9. “**Website**” means www.CampAgapeTexas.org.

2. Grant and Scope of License.

- 2.1. **License Grant.** Subject to the terms and conditions of this Agreement and Your compliance with the Online Terms, Licensor hereby grants You a personal, non-exclusive, non-transferable, non-sublicensable license to use the Content and related Documentation provided by Licensor, solely in connection with Your internal purposes. The Content, together with the licensed Documentation, are hereinafter collectively referred to as the “**Licensed Products**.” For clarity, if “You” are an individual, “internal purposes” means that the Licensed Products are made available for a one-time use only for You and Your family personally, and such Licensed Products may not be re-used or shared without Licensor’s prior written consent (“**Personal License**”). If “You” are an organization providing camp functions or counseling services to multiple clients or users, “internal purposes” means that the Licensed Products are made available solely for use within Your internal business as a camp or counseling organization, as applicable, and such Licensed Products may only be made available by You to Your organization’s clients or users, except with the prior written consent of Licensor (“**Organizational License**”).
- 2.2. **Authorized Users.** You are responsible under this Agreement for any and all acts or omissions of any person you permit to use the Licensed Products.
- 2.3. **Ownership.** As between the parties, all right, title, and interest in and to the Licensed Products (and any derivative works thereof) and all underlying Intellectual Property Rights, are and at all times will be, the sole and exclusive property of Licensor or its licensors. The Licensed Products may not be used for the benefit of any third parties, including in an outsourcing, timesharing, or application service provider arrangement, or in the operation of a service bureau. Except as expressly set forth in this Agreement, You acquire no rights in or to the Licensed Products and You shall not use the Licensed Products other than as specifically set forth in this Agreement.
- 2.4. **Restrictions.** Except as expressly permitted in this Agreement, You shall not, and shall not allow any Person to: (a) decompile, disassemble, or

otherwise reverse engineer the Content or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Content by any means whatsoever; (b) distribute, sell, rent, lease, or use the Licensed Products (or any portion thereof) for time sharing, hosting, service provider, or like purposes; (c) modify, translate or create derivative works of any part of the Licensed Products; or (d) attempt to circumvent or disable any security mechanism that protects the Content against unauthorized use.

2.5. **Proprietary Notices.** You shall not delete, alter, cover, or distort any copyright, Trademark, or other proprietary rights notice placed by Licensor on or in the Licensed Products, and shall ensure that all such notices are reproduced on all copies of the Licensed Products.

2.6. **Rights Reserved.** All rights not expressly granted in this Agreement are reserved to Licensor.

3. Fees.

3.1. **Fees.** You agree to pay Licensor any applicable fees for use of the Licensed Products (the “Fees”). All Fees for the Licensed Products are due and payable within thirty (30) days of the date of Your receipt of an invoice.

3.2. **Taxes.** All Fees are exclusive of all taxes. You are responsible for payment of state or local sales or use taxes and state or local property or excise taxes associated with Your licensing, possession, or use of the Licensed Products or any related services (other than income taxes payable by Licensor).

4. Confidentiality; Personal Information.

4.1. **Non-Disclosure.** You agree to secure and protect the Confidential Information of Licensor embodied by, accessed or available through the Licensed Products using at least as great a degree of care as You use to protect Your own Confidential Information of a similar nature, but in no event less than reasonable care. You agree not to disclose Licensor’s Confidential Information to third parties.

4.2. **Injunctive Relief.** In the event of Your breach or threatened breach of Your obligations under this Section, Licensor has the right to injunctive and other equitable relief to enforce such obligations with no bond required.

4.3. **Collection and Use of Personal Information.** You acknowledge that, during and in connection with Your use of the Licensed Products, Licensor may collect Personal Data of You. Licensor may use such Personal Data as necessary to provide the Licensed Products to You and process transactions related to such provision or Your use of the Licensed Products, or any products or services You request from Licensor in relation to the Licensed Products. Use of such Personal Data is governed by Licensor’s Privacy Policy (which is available at the hyperlink set forth in Section 1.6 herein).

5. Term and Termination.

5.1. **Term.** The term of the License granted in Section 2.1 shall continue until terminated in accordance with the provisions of this Agreement.

5.2. **Termination.** Licensor may terminate this Agreement with written notice if You (a) commit a material breach under this Agreement or under any of the Online Terms, and (b) fail to remedy such breach or default within thirty (30) days of receipt of written notice of such breach. Licensor may also terminate this Agreement at any time, for any reason or no reason, including in accordance with the Online Terms.

5.3. **Effect of Insolvency.** In addition to the foregoing, Licensor may terminate this Agreement if You make a general assignment for the benefit of creditors, file a voluntary petition of bankruptcy, suffer or permit the appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy law, or have liquidated Your business voluntarily or otherwise, and the same has not been discharged or terminated within forty-five (45) days of commencement.

5.4. **Effect of Termination.** Immediately upon termination of this Agreement, You shall: (a) pay all amounts owed to Licensor; (b) if You have acquired an Organizational License, cease all use of the Licensed Products; (c) if You have acquired an Organizational License, within fifteen (15) days, destroy or return to Licensor all copies of the Licensed Products (if any)

and any other Confidential Information or proprietary materials of Licensor in Your possession or control; and (d) at Licensor’s request, certify in writing Your compliance with this Section 5.4. Under no circumstances will You be entitled to a refund of payments made pursuant to this Agreement, including Fees. **You shall indemnify Licensor for all costs incurred in recovering Licensed Products, Confidential Information or proprietary materials of Licensor that are not deleted or returned in accordance with this Section 5.4.**

6. Representations and Warranties; Warranty Disclaimer; Limitation of Liability; Indemnification.

6.1. **Representations and Warranties.** Each party represents and warrants to the other that: (a) it has the full power, authority and legal right to enter into and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation on such party, fully enforceable against it.

6.2. **Warranty Disclaimer.** THE LICENSED PRODUCTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH NO COMMITMENT TO ANY FUTURE FUNCTIONALITY OR FEATURES. YOU ACKNOWLEDGE THAT YOUR USE OF THE LICENSED PRODUCTS IS AT YOUR OWN RISK. THE LICENSED PRODUCTS ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LICENSOR AND THE LICENSOR ENTITIES DO NOT WARRANT THAT THE CONTENT OF THE LICENSED PRODUCTS IS ACCURATE, RELIABLE OR CORRECT; THAT THE LICENSED PRODUCTS WILL MEET YOUR REQUIREMENTS; THAT THE LICENSED PRODUCTS WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE LICENSED PRODUCTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR SOLE REMEDY IN THE EVENT OF ANY DEFICIENCY, ERROR, OR INACCURACY IN THE LICENSED PRODUCTS SHALL BE TO REQUEST THAT LICENSOR CORRECT THE MATTER OR, IF LICENSOR FAILS TO DO SO, TO DISCONTINUE YOUR USE OF THE LICENSED PRODUCTS. LICENSOR DOES NOT GUARANTEE ANY RESULTS OR OUTCOMES BASED ON USE OF THE LICENSED PRODUCTS. THE LICENSED PRODUCTS ARE DELIVERED WITH YOUR EXPLICIT UNDERSTANDING AND AGREEMENT THAT ANY ACTION TAKEN MADE BY YOU OR ANY PERSON YOU PERMIT TO USE THE LICENSED PRODUCTS BASED ON EXAMINATION, EVALUATION, INTERPRETATION OR USE OF THE LICENSED PRODUCTS SHALL BE AT YOUR OWN RISK AND RESPONSIBILITY AND YOU SHALL HAVE NO CLAIM AGAINST LICENSOR AND HEREBY RELEASE LICENSOR FROM ANY LIABILITY AS A CONSEQUENCE THEREOF.

6.3. **Consequential Damages; Limitation of Liability.** IN NO EVENT SHALL THE LICENSOR ENTITIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE MAXIMUM AGGREGATE LIABILITY OF LICENSOR TO YOU FOR ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT WILL NOT EXCEED \$100. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING SOLE OR CONCURRENT NEGLIGENCE), BY OPERATION OF LAW OR OTHERWISE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

6.4. **No Life Endangering Activities.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LICENSOR SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM OR IN CONNECTION WITH THE USE OF THE CONTENT IN ANY APPLICATION WHERE THE FAILURE OR INACCURACY OF THE SUCH CONTENT MIGHT RESULT IN DEATH, ILLNESS OR PERSONAL INJURY. YOU AGREE TO INDEMNIFY AND HOLD LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, EXPENSES AND LIABILITY, INCLUDING

ATTORNEY'S FEES, ARISING OUT OF OR IN CONNECTION WITH SUCH USE.

6.5. **Risk of Loss and Damage.** For any Licensed Products that are physical goods You purchase or request from Licensor, all sales are F.O.B., point of shipment, and You take title and assume all responsibility for risk of loss or damage at the point of shipment for such sales. Claims for any such Licensed Products damaged or delayed in transit are not Licensor's responsibility, and Your only recourse in such situations is to contact the applicable shipping carrier (e.g., UPS, FedEx, DHL, USPS). Claims for any nonconforming Licensed Products must be made in writing by You within three (3) calendar days of Your receipt of Licensed Products. Such notice must contain a complete and detailed list of material nonconformities. Your failure to provide such notice in such time period constitutes Your deemed unqualified acceptance of such Licensed Products.

6.6. **Indemnification.** You shall defend, indemnify and hold harmless Licensor and its Affiliates, related companies, licensees and licensors, and their employees, contractors, agents, investors, officers and directors (collectively, the "**Licensor Entities**"), from and against any and all claims, damages, obligations, losses, liabilities, settlements, awards, penalties, costs or debt, and expenses (including but not limited to expert and attorney's fees), resulting from or arising out of: (a) Your use of the Licensed Products, by You or any person You permit to use the Licensed Products; (b) a breach of this Agreement; or (c) any infringement or misappropriation of any Intellectual Property Rights or other right of any Person by You or any person You permit to use the Licensed Products.

6.7. **Audit Rights.** If You have acquired an Organizational License, this Section 6.7 applies to Your use of the Licensed Products. You shall keep records relating to the Licensed Products and Your use thereof during the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement. These records must be sufficient to allow Licensor to verify compliance with Your obligations under this Agreement. You shall provide representatives of Licensor access to or copies of such records, upon reasonable notice or request to You, for as long as Your license under Section 2.1 is in effect and for a period of one (1) year thereafter. If any such review discloses use of the Licensed Products in violation of the terms of this Agreement, upon written notice from Licensor, You shall immediately (a) cease its use which is in violation of the terms of this Agreement and (b) pay to Licensor any and all Fees and/or other amounts required to place You in compliance with the terms of this Agreement commencing from the date of the violation.

7. Miscellaneous.

7.1. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (1) by personal delivery when delivered personally; (2) by overnight courier upon written verification of receipt; (3) by certified or registered mail, return receipt requested, upon verification of receipt; or (4) by electronic mail. Notices to Licensor shall be sent to PO Box 1484 Marble Falls, TX 78654, Attn: Legal. Notices to You may be sent to the address or email You provide upon registration to use the Licensed Products, or to any other address or email that You provide to Licensor.

7.2. **Force Majeure.** Except for payment obligations, a party shall not be liable to any other party for failure to fulfill its obligations under this Agreement if the failure is due to extreme weather, hurricanes, floods, or other natural calamity, strikes, riots, fires, explosions, acts of God, acts of terrorism, war, sabotage, action of any government or any other similar cause that is beyond the party's reasonable control. Any failure or delay by any party in performing any of its obligations under this Agreement due to one or more of the foregoing causes shall not be considered a breach of this Agreement and the term for performance shall be increased by a reasonable period of time as mutually agreed to by the affected party.

7.3. **Independent Contractors.** The relationship of the parties under this Agreement is that of independent contractors, and neither party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

7.4. **No Third-Party Beneficiaries.** This Agreement is for the benefit of, and will be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a

third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement.

7.5. **Compliance with Laws.** You shall be solely responsible for Your compliance with all federal, state and local laws, rules, and regulations applicable to any data or information You provide to Licensor, Your use of the Licensed Products, and any products or services that You provide to others via the Licensed Products.

7.6. **Export Laws.** Without limiting the generality of the foregoing, You acknowledge that the laws and regulations of the United States restrict the export and re-export of certain materials. Accordingly, You shall not export, directly or indirectly, all or part of the Licensed Products, or any product or other materials derived therefrom, to any country without the appropriate United States and/or foreign government licenses. You shall not export (including via the Internet) the Licensed Products to any country subject to a U.S. embargo.

7.7. **Non-waiver.** The failure of either party to insist upon or enforce strict performance by the other of any provision of this Agreement, or to exercise any right or remedy under this Agreement, will not be interpreted or construed as a waiver or relinquishment to any extent of that party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

7.8. **Assignment.** You may not assign or transfer this Agreement (by operation of law or otherwise) without Licensor's prior written consent. A change of control is considered a transfer under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

7.9. **Governing Law.** This Agreement shall be interpreted, construed and governed in accordance with and by the laws of the State of Texas, without regard to its conflicts of laws principles that would apply the law of another jurisdiction. All claims, legal proceedings or litigation arising in connection with this Agreement will be brought solely in Travis County, Texas, and You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated herein, to the extent that such convention might otherwise be applicable.

7.10. **Survival.** The provisions of this Agreement which by their nature or express language are intended to survive the termination or expiration of this Agreement, including Sections 2.3-2.6, 3, 4, 5, 6 and 7, shall so survive.

7.11. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any invalid, illegal, unenforceable or void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be invalid, illegal, unenforceable or void. The parties further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section 7.11 shall not prevent the entire Agreement from being void should a provision which is the essence of this Agreement be determined to be invalid, illegal, unenforceable or void.

7.12. **Entire Agreement.** This Agreement and the Online Terms embody the entire agreement of the parties and supersedes and cancels any and all prior understandings or agreements, verbal or otherwise, that may exist between the parties with respect to the subject matter hereof. No oral explanation or oral information by any party shall alter the meaning or interpretation of this Agreement. No amendment, change or addition shall be effective or binding on any party unless reduced to writing and executed by a duly authorized representative of each party. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Online Terms, this Agreement will control.

7.13. **Rules of Construction.** If a term is defined as one part of speech (such as a noun), it has a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context

of this Agreement clearly requires otherwise, words importing the masculine gender include the feminine and neuter genders and vice versa. The term “includes” or “including” means “including without limitation.” The term “or” is not exclusive. The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular section or article in which such words appear. Except in Section 1, the headings in this Agreement are for convenience only and are not to be considered a part of or affect the construction or interpretation of any provision of this Agreement.