



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____
PAGE 1 OF 17
DATE: 10/15/2024

**SUBJECT: CONSIDERATION OF A SOFTWARE LICENSE AGREEMENT BETWEEN
TARRANT COUNTY AND ALLIES AGAINST SLAVERY FOR THE
PROVISION OF LIGHTHOUSE DATA INITIATIVE SOFTWARE**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a Software License Agreement between Tarrant County and Allies Against Slavery for the provision of lighthouse data initiative Software.

BACKGROUND

Lighthouse is a secure, cloud-based technology platform. Organizations working with vulnerable populations use Lighthouse to screen for sex trafficking and improve client care. Decision-makers use Lighthouse to see aggregated statewide data in one dashboard to see hotspots, evaluate strategies, and make informed investments. Lighthouse uses all of that data to predict and prevent exploitation before it starts.

The Tarrant County Sheriff's Office (TCSO) will use this software to grant remote access to five (5) authorized users of the Human Trafficking Task Force. The authorized users will use the Lighthouse software to document, serve, research, raise awareness of human trafficking, and identify its victims. Tarrant County is not allowed to provide access to the licensed software or data to anyone other than an authorized user.

With approval, the TCSO will designate five (5) users within the department with lighthouse software access for the services mentioned above. The initial term of this agreement commences as of the effective date and will continue in effect until the first anniversary of this agreement unless terminated earlier pursuant to any of its express provisions, and thereafter shall renew automatically for one (1) year successive terms thereafter. In addition, within 30 days of the date of this agreement, Allies Against Slavery will provide onboarding services and training in accordance with the terms outlined in Exhibit 1 of the agreement.

This agreement has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

There is no fiscal impact associated with this item.

SUBMITTED BY	Sheriff	PREPARED BY:	Jessica Redding
		APPROVED BY:	Jessica Redding



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FISCAL IMPACT

There is no fiscal impact associated with this item.

SUBMITTED BY

Sheriff

PREPARED BY:

Jessica Redding

APPROVED BY:

Jessica Redding



SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement"), effective as of _____ (the "Effective Date"), is entered into by and between Allies Against Slavery, a Texas nonprofit corporation with offices located at PO Box 684284, Austin, Texas 78768 (the "Licensor"), and Tarrant County, a Texas organization with offices located at 100 E. Weatherford St., Fort Worth, Texas 76196 (the "Licensee").

WHEREAS, the Licensor is the sole and exclusive legal and beneficial owner of, or has the right to use and provide access to the Licensed Software and desires to license the Licensed Software to Licensee; and

WHEREAS, the Licensee desires to obtain a license to use the Licensed Software for the Permitted Use, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License.

1.1 License Grant. Subject to the terms and conditions of this Agreement, and conditioned on Licensee's and its Authorized Users' compliance therewith, Licensor hereby grants to Licensee a non-exclusive, non-sublicensable and non-transferable, limited license to use Licensor's Lighthouse so(ware) (the "Licensed Software"), the data accessible via the Licensed Software (including all derivatives thereof, the "Data"), and the documentation related to the Licensed Software ("Documentation") solely for purposes of documenting, serving, researching, spreading awareness of human trafficking and/or identifying victims of human trafficking (the "Permitted Use") during the Term as set forth on Exhibit 1. For the purposes of this definition, Permitted Use shall not include public dissemination of Data and granting use of the Licensed Software, Data, or Documentation to any person who is not an Authorized User.

1.2 Licensed Access and Use. Licensor shall grant remote access to up to the number of users agreed upon and specified in Exhibit 1 to access and use the Licensed Software from any supported device (each an "Authorized User"). Licensee shall not provide access to the Licensed Software and/or Data to any person other than an Authorized User. Licensee shall ensure that all Authorized Users agree to the End User Agreement provided by Licensor to access the Licensed Software and Data. If Licensor determines that any access to or use of the Licensed Software, Data and/or Documentation by any Licensee or any of its



Authorized Users fails to comply with the terms of this Agreement, in addition to any other available remedies, Licensor may, at its sole discretion and without liability to any Licensee or Authorized User and without prior notice to Licensee or Authorized User, terminate or suspend such Licensee and/or Authorized User's access to or use of the Licensed Software, Data and/or Documentation. Licensor, at its sole discretion, may remove content from the Licensed Software at any time.

1.3 License Fee. Licensee shall pay to Licensor an annual "License Fee" as set forth in Exhibit 1 hereto. The initial License Fee shall be due upon the execution and delivery of this Agreement, with License Fees for subsequent years due 30 days prior to the start of any Renewal Term and be subject to an annual consumer price index increase of 3%. Licensor shall provide written notice to Licensee of any additional increase in the License Fee at least 60 days prior to the start of any Renewal Term.

2. Services, Training and Onboarding. Within 30 days of the date of this Agreement, or on such other date on which Licensor and Licensee shall mutually agree, Licensor shall provide the onboarding services set forth in Exhibit 1 for Licensee. Additional training or services will be provided in accordance with the terms outlined in Exhibit 1, as applicable.

3. Additional Services. In the event that Licensee requests services, Licensor may provide such services or recommend appropriate outside consultants in its sole discretion. In all cases, fees for such services by Licensor will be charged as may be agreed between Licensor and Licensee, plus any necessary expenses.

4. Intellectual Property Rights.

4.1 Ownership Rights in Licensed Software. Subject to the express rights and licenses granted by Licensor in this Agreement, and the provisions of Section 4.1(b):

- (a) Licensor reserves and retains its entire right, title and interest in and to all intellectual property or proprietary rights arising out of or relating to the Licensed Software, the Data, and the Documentation; and
- (b) neither the Licensee nor any Authorized User acquires any ownership of intellectual property rights in or to the Licensed Software, Data, or Documentation as a result of this Agreement.

4.2 Rights in Open-Source Components. Ownership of all intellectual property rights in open source components shall remain with the respective owners thereof, subject to Licensee's rights under the applicable open source licenses.



5. Confidentiality

5.1. Confidentiality Information. Licensee and Licensor agree that the Licensed Software, Data, and the Documentation and any other information that a reasonable person would consider confidential or proprietary relating to Licensor, the Licensed Software or Documentation, or the Data constitute Licensor's confidential information ("Confidential Information").

5.2 Non-Disclosure / Non-Use. Licensee shall maintain the confidentiality of the Confidential Information and limit its disclosure to only such of the Licensee's directors, officers, managers, employees, Authorized Users, and agents as have a genuine need to know such Confidential Information for the Permitted Use. Licensee, (i) will, and will cause each of such directors, officers, managers, employees, Authorized Users, and agents, to (a) hold such Confidential Information in strict confidence in accordance with this Agreement; (b) not use any such Confidential Information for any purpose other than as set forth in this Agreement; and (c) not disclose any such Confidential Information without the prior written authorization of Licensor; and (ii) will be responsible for a violation of this Agreement by any such director, officer, manager, employee, Authorized User, or agent. Licensee shall not use any Confidential Information for any other purpose other than the Permitted Use. For clarity, Authorized Users may share Confidential Information with other Authorized Users.

5.3 Use of Data. Licensee may not publicize or commercialize any Data in the form as set forth on the Licensed Software or in the form of reports from the Licensed Software, except as may be set forth on Exhibit 1.

5.4 Public Information. Notwithstanding anything to the contrary in this agreement, nothing herein is intended to prevent Licensee from compliance with the Texas Public Information Act. Nevertheless, Licensee shall take all reasonable actions to protect trade secrets and confidential information as defined in this agreement.

6. Term and Termination.

6.1 Term. The initial term of this Agreement commences as of the Effective Date and will continue in effect until the first anniversary of this Agreement unless terminated earlier pursuant to any of its express provisions (the "Initial Term"), and thereafter shall renew automatically for one year successive terms thereafter (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").



6.2 Termination.

- (a) Licensor may terminate without cause, without incurring any obligation, liability or penalty by reason of such termination and without prior notice to any Licensee or Authorized User all or any of: (i) this Agreement; and (ii) the rights and license granted by Licensor hereunder.
- (b) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
- (c) Licensee may terminate this Agreement upon 30 days written notice if Licensor changes any of the material terms set forth on Exhibit 1, including, but not limited to changes to fee terms.
- (d) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (vi) Licensee fails to obtain the requisite consent or the third party withdraws consent needed to enter information about the third party in accordance with applicable laws into the Licensed Software.

6.3 Effect of Expiration or Termination. On the expiration or earlier termination of this Agreement, all rights, licenses and authorizations granted to Licensee and its Authorized Users hereunder will immediately terminate and Licensee shall:

- (a) immediately cease all use of and other activities with respect to the Licensed Software, Data, and Documentation other than those described in Section 6.3(b);
- (b) within 30 days deliver to Licensor, or at Licensor's written request destroy, and permanently erase from all devices and systems Licensee directly or



indirectly controls, the Licensed Software, Data, the Documentation and any other of the Licensor's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials; and

- (c) certify to Licensor in a signed written instrument that it has complied with the requirements of this Section 6.3.

6.4 Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: this Section 6.4, Section 4 (Intellectual Property Rights), Section 7 (Representations and Warranties), Section 9 (Indemnification), Section 10 (Limitations of Liability) and Section 11 (Miscellaneous).

7. Representations and Warranties.

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

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

7.2 Licensee Representations and Warranties. Licensee represents and warrants to Licensor that as of the Effective Date and throughout the Term:

- (a) all information about Authorized Users provided by Licensee or Authorized Users is accurate and current;



- (b) Authorized User has all necessary licenses, consents, and permissions for all data and so(ware provided by Customer and/or Authorized User(s) to permit Licensor to make available such data and/or so(ware to Licensee and/or Authorized User(s) through the Licensed So(ware; and (b) data provided by Licensee and Authorized Users to Licensor and/or the Licensed So(ware does not infringe any intellectual property or proprietary right of any third party or violate any applicable laws, rules or regulations.

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

LICENSEE HEREBY AGREES THAT LICENSOR DOES NOT MONITOR THE LICENSED SOFTWARE OR DATA AND THEREFORE IS NOT SUBJECT TO ANY REPORTING REQUIREMENTS PURSUANT TO TEXAS FAMILY CODE § 261.101, ET. AL.

IF LICENSEE BECOMES AWARE OR HAS “CAUSE TO BELIEVE” THAT A CHILD’S PHYSICAL OR MENTAL HEALTH HAS BEEN AFFECTED BY ABUSE OR NEGLECT BY ANY PERSON, LICENSEE SHALL IMMEDIATELY MAKE A REPORT TO LEGAL AUTHORITIES.

8. Licensor’s Relationship with WestCoast Children’s Clinic.

Licensor has a contractual relationship with WestCoast Children’s Clinic (“WCCC”) under which Licensor has licensed the right to use WCCC’s Commercial Sexual Exploitation – Identification Tool (“CSE-IT”). Under Licensor’s agreement with WCCC, among other things, Licensor may establish user agreements with CSE-IT sites that clearly indicate de-identified, disaggregate CSE-IT



data will be shared with WCCC as it is currently occurring.

9. Limitations of Liability.

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

9.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF LICENSOR UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE LESSER OF (a) THE TOTAL AMOUNT OF THE LICENSE FEE TO BE PAID HEREUNDER OR (b) \$100. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. Miscellaneous.

10.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

10.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

10.3 Public Announcements. Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this



Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other party.

10.4 Notices. Except as otherwise expressly set forth in this Agreement, all notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 10.4).

If to Licensors:

ALLIES AGAINST SLAVERY

Email: INFO@ALLIESAGAINSTSLAVERY.ORG

Attention: JOHN NEHME

Title: PRESIDENT & CEO

If to Licensee:

Tarrant County Sheriff's Office

E-mail: kwtturner2@tarrantcountytx.gov

Attention: Kevin Turner

Title: Commander, Human Trafficking Unit

Notices sent in accordance with this Section 10.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the 5th day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

10.5 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

10.6 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

10.7 Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without Licensors' prior written consent, which consent shall not unreasonably be delayed or



withheld. Any purported assignment, delegation or transfer in violation of this Section 10.7 is void. This Agreement is binding on and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

10.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10.9 Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, pandemics, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

10.10 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.11 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.



10.12 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the city of Austin and County of Travis, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

10.13 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

10.14 Equitable Relief. Licensee acknowledges and agrees that a breach or threatened breach by Licensee of any of its obligations under Sections 4 or 5 would cause Licensor irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Licensor will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

10.15 Privacy Policy. LICENSEE AGREES THAT ALL DATA GATHERED BY THE LICENSED SOFTWARE, INCLUDING DATA, OR PROVIDED AS A RESULT OF THIS AGREEMENT, IS SUBJECT TO THE PRIVACY POLICY LOCATED ON LICENSOR'S WEBSITE AT <https://alliesagainstsavery.org/notices/>.

10.16 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]



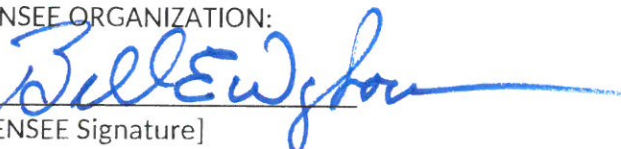
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ALLIES AGAINST SLAVERY

By: _____

Name: John Nehme
Title: President & CEO

LICENSEE ORGANIZATION:

By: 
[LICENSEE Signature]

Name:
Title:



Exhibit 1ti LIGHTHOUSE DATA INITIATIVE

Number of Authorized Users: 5
License Fee: \$0

Features:

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

Services, Training and Onboarding:

- Setup and activation of users and passwords
- Training on Licensed Software for authorized users
 - One session, in person or virtual, up to three hours
 - Within 60 days of implementation, subject to scheduling with Licensee
 - Includes training materials and resources
- Product support
 - Online support tickets submitted by Licensee at <https://alliesagainstslavery.org/lighthouse-support>
 - Email lighthouse@alliesagainstslavery.org
 - Response within one to three business days, depending on severity of the issue
- Resources
 - Documentation, webinars and other resources are available at <https://alliesagainstslavery.org/lighthouse-support>

Additional Services:

Customized configuration, onboarding, training, support, features and other services may be available for an additional fee at negotiated rates. Contact lighthouse@alliesagainstslavery.org



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

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

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

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

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

APPROVED AS TO FORM:

9-4-24

David K. Henderson

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Allies Against Slavery Software License Agreement

SIGNED AND EXECUTED this 15th day of October, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

Consideration of a Software License Agreement between Tarrant County and Allies Against Slavery for the Provision of Lighthouse Data Initiative Software

SIGNED AND EXECUTED this 15th day of October 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal line extending to the right.

Tim O'Hare
County Judge



SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement"), effective as of _____ (the "Effective Date"), is entered into by and between Allies Against Slavery, a Texas nonprofit corporation with offices located at PO Box 684284, Austin, Texas 78768 (the "Licensor"), and Tarrant County, a Texas organization with offices located at 100 E. Weatherford St., Fort Worth, Texas 76196 (the "Licensee").

WHEREAS, the Licensor is the sole and exclusive legal and beneficial owner of, or has the right to use and provide access to the Licensed Software and desires to license the Licensed Software to Licensee; and

WHEREAS, the Licensee desires to obtain a license to use the Licensed Software for the Permitted Use, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License.

1.1 License Grant. Subject to the terms and conditions of this Agreement, and conditioned on Licensee's and its Authorized Users' compliance therewith, Licensor hereby grants to Licensee a non-exclusive, non-sublicensable and non-transferable, limited license to use Licensor's Lighthouse so(ware (the "Licensed Software"), the data accessible via the Licensed Software (including all derivatives thereof, the "Data"), and the documentation related to the Licensed Software ("Documentation") solely for purposes of documenting, serving, researching, spreading awareness of human trafficking and/or identifying victims of human trafficking (the "Permitted Use") during the Term as set forth on Exhibit 1. For the purposes of this definition, Permitted Use shall not include public dissemination of Data and granting use of the Licensed Software, Data, or Documentation to any person who is not an Authorized User.

1.2 Licensed Access and Use. Licensor shall grant remote access to up to the number of users agreed upon and specified in Exhibit 1 to access and use the Licensed Software from any supported device (each an "Authorized User"). Licensee shall not provide access to the Licensed Software and/or Data to any person other than an Authorized User. Licensee shall ensure that all Authorized Users agree to the End User Agreement provided by Licensor to access the Licensed Software and Data. If Licensor determines that any access to or use of the Licensed Software, Data and/or Documentation by any Licensee or any of its



Authorized Users fails to comply with the terms of this Agreement, in addition to any other available remedies, Licensor may, at its sole discretion and without liability to any Licensee or Authorized User and without prior notice to Licensee or Authorized User, terminate or suspend such Licensee and/or Authorized User's access to or use of the Licensed Software, Data and/or Documentation. Licensor, at its sole discretion, may remove content from the Licensed Software at any time.

1.3 License Fee. Licensee shall pay to Licensor an annual "License Fee" as set forth in Exhibit 1 hereto. The initial License Fee shall be due upon the execution and delivery of this Agreement, with License Fees for subsequent years due 30 days prior to the start of any Renewal Term and be subject to an annual consumer price index increase of 3%. Licensor shall provide written notice to Licensee of any additional increase in the License Fee at least 60 days prior to the start of any Renewal Term.

2. Services, Training and Onboarding. Within 30 days of the date of this Agreement, or on such other date on which Licensor and Licensee shall mutually agree, Licensor shall provide the onboarding services set forth in Exhibit 1 for Licensee. Additional training or services will be provided in accordance with the terms outlined in Exhibit 1, as applicable.

3. Additional Services. In the event that Licensee requests services, Licensor may provide such services or recommend appropriate outside consultants in its sole discretion. In all cases, fees for such services by Licensor will be charged as may be agreed between Licensor and Licensee, plus any necessary expenses.

4. Intellectual Property Rights.

4.1 Ownership Rights in Licensed Software. Subject to the express rights and licenses granted by Licensor in this Agreement, and the provisions of Section 4.1(b):

- (a) Licensor reserves and retains its entire right, title and interest in and to all intellectual property or proprietary rights arising out of or relating to the Licensed Software, the Data, and the Documentation; and
- (b) neither the Licensee nor any Authorized User acquires any ownership of intellectual property rights in or to the Licensed Software, Data, or Documentation as a result of this Agreement.

4.2 Rights in Open-Source Components. Ownership of all intellectual property rights in open source components shall remain with the respective owners thereof, subject to Licensee's rights under the applicable open source licenses.



5. Confidentiality

5.1. Confidentiality Information. Licensee and Licensor agree that the Licensed Software, Data, and the Documentation and any other information that a reasonable person would consider confidential or proprietary relating to Licensor, the Licensed Software or Documentation, or the Data constitute Licensor's confidential information ("Confidential Information").

5.2. Non-Disclosure / Non-Use. Licensee shall maintain the confidentiality of the Confidential Information and limit its disclosure to only such of the Licensee's directors, officers, managers, employees, Authorized Users, and agents as have a genuine need to know such Confidential Information for the Permitted Use. Licensee, (i) will, and will cause each of such directors, officers, managers, employees, Authorized Users, and agents, to (a) hold such Confidential Information in strict confidence in accordance with this Agreement; (b) not use any such Confidential Information for any purpose other than as set forth in this Agreement; and (c) not disclose any such Confidential Information without the prior written authorization of Licensor; and (ii) will be responsible for a violation of this Agreement by any such director, officer, manager, employee, Authorized User, or agent. Licensee shall not use any Confidential Information for any other purpose other than the Permitted Use. For clarity, Authorized Users may share Confidential Information with other Authorized Users.

5.3. Use of Data. Licensee may not publicize or commercialize any Data in the form as set forth on the Licensed Software or in the form of reports from the Licensed Software, except as may be set forth on Exhibit 1.

5.4. Public Information. Notwithstanding anything to the contrary in this agreement, nothing herein is intended to prevent Licensee from compliance with the Texas Public Information Act. Nevertheless, Licensee shall take all reasonable actions to protect trade secrets and confidential information as defined in this agreement.

6. Term and Termination.

6.1. Term. The initial term of this Agreement commences as of the Effective Date and will continue in effect until the first anniversary of this Agreement unless terminated earlier pursuant to any of its express provisions (the "Initial Term"), and thereafter shall renew automatically for one year successive terms thereafter (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").



6.2 Termination.

- (a) Licensor may terminate without cause, without incurring any obligation, liability or penalty by reason of such termination and without prior notice to any Licensee or Authorized User all or any of: (i) this Agreement; and (ii) the rights and license granted by Licensor hereunder.
- (b) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
- (c) Licensee may terminate this Agreement upon 30 days written notice if Licensor changes any of the material terms set forth on Exhibit 1, including, but not limited to changes to fee terms.
- (d) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (vi) Licensee fails to obtain the requisite consent or the third party withdraws consent needed to enter information about the third party in accordance with applicable laws into the Licensed Software.

6.3 Effect of Expiration or Termination. On the expiration or earlier termination of this Agreement, all rights, licenses and authorizations granted to Licensee and its Authorized Users hereunder will immediately terminate and Licensee shall:

- (a) immediately cease all use of and other activities with respect to the Licensed Software, Data, and Documentation other than those described in Section 6.3(b);
- (b) within 30 days deliver to Licensor, or at Licensor's written request destroy, and permanently erase from all devices and systems Licensee directly or



indirectly controls, the Licensed Software, Data, the Documentation and any other of the Licensor's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials; and

- (c) certify to Licensor in a signed written instrument that it has complied with the requirements of this Section 6.3.

6.4 Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: this Section 6.4, Section 4 (Intellectual Property Rights), Section 7 (Representations and Warranties), Section 9 (Indemnification), Section 10 (Limitations of Liability) and Section 11 (Miscellaneous).

7. Representations and Warranties.

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

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

7.2 Licensee Representations and Warranties. Licensee represents and warrants to Licensor that as of the Effective Date and throughout the Term:

- (a) all information about Authorized Users provided by Licensee or Authorized Users is accurate and current;



- (b) Authorized User has all necessary licenses, consents, and permissions for all data and so(ware provided by Customer and/or Authorized User(s) to permit Licensor to make available such data and/or so(ware to Licensee and/or Authorized User(s) through the Licensed So(ware; and (b) data provided by Licensee and Authorized Users to Licensor and/or the Licensed So(ware does not infringe any intellectual property or proprietary right of any third party or violate any applicable laws, rules or regulations.

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

LICENSEE HEREBY AGREES THAT LICENSOR DOES NOT MONITOR THE LICENSED SOFTWARE OR DATA AND THEREFORE IS NOT SUBJECT TO ANY REPORTING REQUIREMENTS PURSUANT TO TEXAS FAMILY CODE § 261.101, ET. AL.

IF LICENSEE BECOMES AWARE OR HAS “CAUSE TO BELIEVE” THAT A CHILD’S PHYSICAL OR MENTAL HEALTH HAS BEEN AFFECTED BY ABUSE OR NEGLECT BY ANY PERSON, LICENSEE SHALL IMMEDIATELY MAKE A REPORT TO LEGAL AUTHORITIES.

8. Licensor’s Relationship with WestCoast Children’s Clinic.

Licensor has a contractual relationship with WestCoast Children’s Clinic (“WCCC”) under which Licensor has licensed the right to use WCCC’s Commercial Sexual Exploitation – Identification Tool (“CSE-IT”). Under Licensor’s agreement with WCCC, among other things, Licensor may establish user agreements with CSE-IT sites that clearly indicate de-identified, disaggregate CSE-IT



data will be shared with WCCC as it is currently occurring.

9. Limitations of Liability.

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

9.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF LICENSOR UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE LESSER OF (a) THE TOTAL AMOUNT OF THE LICENSE FEE TO BE PAID HEREUNDER OR (b) \$100. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. Miscellaneous.

10.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

10.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

10.3 Public Announcements. Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this



Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other party.

10.4 Notices. Except as otherwise expressly set forth in this Agreement, all notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 10.4).

If to Licensors:

ALLIES AGAINST SLAVERY

Email: INFO@ALLIESAGAINSTSLAVERY.ORG

Attention: JOHN NEHME

Title: PRESIDENT & CEO

If to Licensee:

Tarrant County Sheriff's Office

E-mail: kwturner2@tarrantcountytx.gov

Attention: Kevin Turner

Title: Commander, Human Trafficking Unit

Notices sent in accordance with this Section 10.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the 5th day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

10.5 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

10.6 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

10.7 Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without Licensors' prior written consent, which consent shall not unreasonably be delayed or



withheld. Any purported assignment, delegation or transfer in violation of this Section 10.7 is void. This Agreement is binding on and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

10.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10.9 Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, pandemics, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

10.10 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.11 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.



10.12 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the city of Austin and County of Travis, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

10.13 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

10.14 Equitable Relief. Licensee acknowledges and agrees that a breach or threatened breach by Licensee of any of its obligations under Sections 4 or 5 would cause Licensor irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Licensor will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

10.15 Privacy Policy. LICENSEE AGREES THAT ALL DATA GATHERED BY THE LICENSED SOFTWARE, INCLUDING DATA, OR PROVIDED AS A RESULT OF THIS AGREEMENT, IS SUBJECT TO THE PRIVACY POLICY LOCATED ON LICENSOR'S WEBSITE AT <https://alliesagainstsavery.org/notices/>.

10.16 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ALLIES AGAINST SLAVERY

By: _____

Name: John Nehme
Title: President & CEO

LICENSEE ORGANIZATION:

By: *Bill Nehme*
[LICENSEE Signature]

Name:
Title:



Exhibit 1ti LIGHTHOUSE DATA INITIATIVE

Number of Authorized Users: 5
License Fee: \$0

Features:

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

Services, Training and Onboarding:

- Setup and activation of users and passwords
- Training on Licensed Software for authorized users
 - One session, in person or virtual, up to three hours
 - Within 60 days of implementation, subject to scheduling with Licensee
 - Includes training materials and resources
- Product support
 - Online support tickets submitted by Licensee at <https://alliesagainstsavery.org/lighthouse-support>
 - Email lighthouse@alliesagainstsavery.org
 - Response within one to three business days, depending on severity of the issue
- Resources
 - Documentation, webinars and other resources are available at <https://alliesagainstsavery.org/lighthouse-support>

Additional Services:

Customized configuration, onboarding, training, support, features and other services may be available for an additional fee at negotiated rates. Contact lighthouse@alliesagainstsavery.org



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

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

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

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

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

APPROVED AS TO FORM:

9-4-24

Dail K. Henderson
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Allies Against Slavery Software License Agreement

SIGNED AND EXECUTED this _____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge