

SUSTAINABLE APPAREL COALITION, INC.

LICENSE AGREEMENT AND TERMS OF USE FOR

SLCP CONVERGED ASSESSMENT FRAMEWORK (CAF)

Last Updated: March 10 2021

Version: 2.4

This License Agreement and Terms of Use (these “Terms”) is a binding agreement between you (“your” or “you”) and the Sustainable Apparel Coalition, Inc. (the “SAC”, “we” or “us”), as secretariat to the Social and Labor Convergence Program (SLCP) individually referred to as “Party” or collectively as the “Parties”, relating to your access to and use of the Converged Assessment Framework “CAF” and its related documentation and services.

These Terms are a legal and binding contract between you and the SAC, **on behalf of SLCP**. By accessing, downloading, and/or using the CAF and its related tools, you acknowledge that you have read and understand these Terms and agree to be bound by and abide by these Terms. **PLEASE CAREFULLY READ THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS IN THEIR ENTIRETY, DO NOT ACCESS, DOWNLOAD OR USE THE CAF OR ITS RELATED DOCUMENTATION.** BY ACCESSING, DOWNLOADING AND/OR USING THE CAF, OR CLICKING ON THE “I ACCEPT” OR SIMILAR BUTTON, YOU REPRESENT AND WARRANT (I) THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THESE TERMS, (II) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS, AND (III) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS.

Definitions and Interpretation

In these Terms, except where the context requires otherwise:

- “**Accredited Hosts**” means holder of Data that is responsible for distribution of verified Data to system users such as brands, standard holders, and manufacturers who may also use the ITC Gateway, either to upload or download data for their purpose(s).
- “**Agreement**” means this agreement between User and SAC on behalf of SLCP

upon these User License and Terms of Use.

- “**Converged Assessment Framework**” or “CAF” means the data collection tool and verification methodology, as developed by the SLCP and downloadable from the ITC Gateway and SLCP Accredited Host platforms. The CAF consists of three elements: 1. data collection and verification tool; 2. verification protocol; and 3. guidance.

- “**CAF Assessment Process**” means the procedure, as developed by the SLCP, serving to implement the Converged Assessment Framework, starting with self/joint-assessment for facilities that is augmented via verification by external parties and verification oversight and a methodology for data sharing by the Facility, Verifier and Accredited Host via the ITC Gateway, all as may be revised from time to time.

- “**CAF Documentation**” means the manuals, documentation and other reference materials, whether in electronic or hard copy format, provided to User by SAC, on behalf of SLCP, in relation to the Service, as may be amended from time to time.

- “**Data**” means all data uploaded by a User to the Site.

- “**End User**” means an individual who is an employee, agent or contractor of User and who is authorized by User to use the Service on behalf of User.

- “**Facility**” means a location where garments, footwear or other products are manufactured and where collection of social and labor data takes place by Self/Joint Assessment of facilities, using the CAF.

- “**ITC Gateway**” means the hosting gateway facilitating the controlled sharing by Users of their Verified Assessments.

- “**Self/Joint Assessment**” means CAF data collection by Facility. Also, the first step in CAF Assessment Process.

- “**Service**” means the provision of the CAF and CAF Assessment Process.

- “**Site**” means the web site hosted and managed by ITC, i.e. ITC Gateway <https://slcpgateway.sustainabilitymap.org/> which allows the User to enter, display and access Data on the Internet.

- “**SLCP**” means the Social & Labor Convergence Program (SLCP), an independent multi-stakeholder initiative and developer and owner of the CAF and the CAF Process.

- “**SLCP Signatory Base**” references all organizations that have signed the SLCP Charter

- “**SAC**” or “the Sustainable Apparel Coalition (SAC)” means an organization duly organized under the laws of Delaware, registered as a Delaware nonstock, non-profit corporation that is tax-exempt as a 501(c)(6) organization, with its headquarters in San Francisco and fiscal sponsor and secretariat of SLCP.

- “**User**” means End users of the CAF including Facilities, Manufacturers, Brands, Verifier Bodies, Verifiers and Accredited Hosts and VOO, registered with the ITC Gateway and/or an Accredited Host to use the Service.

- “**Verification Oversight Organization (VOO)**” means the entity responsible for the day to day management of the CAF verifications.

- “**Verified Assessment**” uses the CAF and follows the CAF Assessment Process and results in a report made available to Facilities and shareable by Facilities to Users on the ITC Gateway.

- “**Verifier**” means a person or entity authorized to perform CAF verification to ensure the completeness and accuracy of the data collected through Self/Joint Assessment

of facilities, using the CAF.

·“**Verifier Body**” means an organization to which a Verifier belongs. The Verification Body is responsible for assigning Verifiers when a CAF Facility verification is requested.

Changes to these Terms

The SAC, on behalf of SLCP, reserves the right in its sole discretion, to revise, modify, or update these Terms at any time. When changes are made, SAC, on behalf of SLCP, will make a new copy of the Terms available at the ITC Gateway, or we may provide you with email notice. We will also update the “Last Updated” date at the top of the Terms. SAC, on behalf of SLCP, may require you to provide consent to the updated Terms in a specified manner before further use of any CAF or CAF Documentation, and/or any other services available therein is permitted. If you do not agree to any change(s) after receiving notice of such change(s), you shall stop using the CAF, CAF Documentation and Services. Otherwise, your continued use of the CAF, CAF Documentation and Services constitutes your acceptance of such changes.

Grant of License by the SAC on behalf of SLCP to Users

Subject to the restrictions on use set forth below, the SAC, on behalf of SLCP, hereby grants you a limited, non-exclusive, non-assignable, non-transferable license (the “Limited License”) to: (i) access and use the CAF and CAF Documentation; and (ii) distribute copies of and provide access and use of the CAF to Users within your company or organization, Accredited Hosts and End-Users. **Any violation of these Terms shall immediately and automatically terminate the Limited License granted herein and may result in a permanent ban from the SLCP Signatory Base or use of the ITC Gateway, without notice to you.** Upon termination of this Limited License, you agree to immediately cease using the CAF, CAF Documentation and destroy all copies of the CAF and any associated content. Except for the Limited License, you acknowledge that you have no right, title or interest in or to the CAF.

Restrictions on Use

SLCP encourages industry wide use and adoption of the Converged Assessment Framework (CAF) and anyone has free access to the latest version, subject to these Terms. SAC, on behalf of SLCP, imposes certain rules of conduct and restrictions on permissible use of the CAF and Services:

- User shall use the CAF solely for the proper use of the CAF and shall use it in accordance with the CAF Documentation and Process.
- User shall only use the official and latest version of the CAF, downloadable at the ITC Gateway and Accredited Hosts.

- It is not allowed to make alterations to the CAF. Permissible use of the framework is in its entirety or the separate modules, without alterations and add-ons for the purpose of measuring social & labor conditions*.
- Sharing Verified Assessments outside of system of ITC Gateway via the sharing tools made available therein and Accredited Hosts is not allowed. Except as stated herein, sharing or distribution of the CAF and related tools is not permitted.
- Data collection and verification through the CAF should reflect actual labor conditions. Users of the CAF and the Verified Assessments (facilities, verifiers, brands and other organizations) commit to reporting accurate information to the best of their knowledge and to supporting the integrity of the data shared among users.
- Users and End-users should accept the verified assessments 'as is', including the modules ('Steps') covered in a verified report. Should a End-user desire additional modules, they should discuss this with the facility and require these only upon the next cycle of assessments.

Further:

- It is not permitted to use CAF, Services and contact information for the purpose of creating SPAM, bulk email messages, etc.
- Users are prohibited from using the SLCP graphics, logos, trade names, service marks, copyrights and other intellectual property of others without the consent of the SLCP secretariat.
- No insight, standards or analytics generated from SLCP tools or data can use the SLCP "brand" or logo. The SLCP does not permit any derivative use of its tools or logo.
- User shall observe all laws, rules, regulations, and ordinances applicable to User's use of the CAF, CAF Documentation and Services, and shall not interfere with the use and enjoyment of the Service by other users.
- SAC, on behalf of SLCP, may:
 - for operational reasons, modify the CAF, CAF Documentation and CAF Assessment Process;
 - suspend access to the CAF in whole or in part for operational reasons such as maintenance or because of an emergency.
- SAC, on behalf of SLCP, reserves its exclusive right in its sole discretion to alter, limit or discontinue the online access to the CAF, CAF Documentation or to any information, documents and materials contained therein in any respect or to remove or disable access to any Data uploaded to ITC Gateway. SAC on behalf of SLCP shall have no obligation to take the needs of any User into consideration in connection therewith.

* *SLCP aims to eliminate audit fatigue: avoid duplications and reduce the number of social&labor factory audits, by replacing current proprietary assessment tools. Moreover, it aims to increase the opportunity for greater comparability of social&labor data. For both reasons, restrictions on alterations and add-ons are developed. Note that the scope is annual social audits. Capacity building programs, performance improvements programs, pre-sourcing assessments would not fall under these ToU.*

- SAC, on behalf of SLCP reserves the right to deny in its sole discretion any access the CAF Assessment Process in the ITC Gateway, User access to the CAF or any portion thereof without notice.
- If you are a verifier, consultant, vendor or service provider to an authorized User of the CAF and Services and have accessed the CAF and Services for the purpose of providing services to that specific authorized User of the CAF, you shall be bound by these terms and you may not use the CAF for any purposes other than in connection with providing services to that specific authorized user of the CAF and, in all cases, in accordance with these Terms.

Accuracy of Results

The SLCP Converged Assessment Framework was designed to, among other things, enable Users to measure the social & labor conditions of an entity's conduct and business ("**Outputs**") based on the inputs and information provided by Users ("**Inputs**"). As such, you acknowledge and agree that the Outputs are wholly dependent upon the accuracy, timeliness and completeness of the Inputs provided by you and others. SAC, on behalf of SLCP, makes no warranty, representation, endorsement or guarantee regarding, and accepts no responsibility for the accuracy, completeness, timeliness or reliability of any Outputs. SAC DISCLAIMS ANY AND ALL WARRANTIES OF ACCURACY RELATING TO ANY OUTPUTS. You are solely responsible for the consequences of any acts or omissions taken by you based on any Outputs. Such Outputs are estimates and are intended for informational purposes only, and not intended for any reporting purposes.

Our Proprietary Rights

The SAC, on behalf of SLCP, shall have and retain all right, title and interest in and to the CAF and CAF Documentation, including without limitation all rights in the patents, copyrights, trade secrets and other intellectual property and proprietary rights in the CAF and CAF Documentation. Except for the license provided hereunder, you do not acquire any right, title or interest in or to the CAF and CAF Documentation.

The SAC, on behalf of SLCP, shall have and retain all right, title and interest in and to the SLCP brand and logo, including without limitation all rights in the patents, copyrights, trade secrets and other intellectual property and proprietary rights in the SLCP brand and logo. Except for the license provided hereunder, you do not acquire any right, title or interest in or to the SLCP brand and logo.

Audit Rights

You acknowledge and agree that the SAC on behalf of SLCP, or its designated third-party auditor, may audit your books, records and systems during and after the termination or expiration of these Terms, upon reasonable prior notice, for the purposes of verifying your compliance with these Terms. You agree to fully

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cooperate with SAC on behalf of SLCP (or its third-party auditor) in any such audit, including, without limitation, the provision of full access to your books, records and systems. In the event any such audit reveals any breach of these Terms by you, you will pay the costs and expenses incurred by the SAC on behalf of SLCP in connection with such audit.

Feedback and Third-Party Information

Feedback. We encourage you to provide and share with us your questions, comments, suggestions, ideas, and feedback regarding the CAF (collectively, "Feedback"). You agree that the SAC on behalf of SLCP has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback, and you hereby grant to SAC on behalf of SLCP the irrevocable right and license to use all Feedback in connection with the operation and maintenance of the CAF, CAF Documentation and Services.

Third Party Information. If you post or otherwise incorporate information regarding any third party ("Third-Party Content") in the content you upload or otherwise make available to or via the CAF, CAF Documentation and Services, including for Verified Assessments, you will obtain their consent before doing so. You are responsible for your posting of Third-Party Content. You agree that you will not post any third party's sensitive financial information, intellectual property, information that the third party treats as confidential or proprietary information, and/or any other information that the third party may consider to be a trade secret.

Disclaimer of Warranties

You acknowledge and agree that the disclaimers and limits set forth in these Terms reflect the reasonable and fair allocation of risk between you and the SAC on behalf of SLCP and are an essential basis of this contract between you and the SAC on behalf of SLCP. Your use of the CAF, CAF Documentation and Services and the information you obtain through the CAF, CAF Documentation and Services is at your own risk.

NEITHER SAC, ON BEHALF OF SLCP, NOR ANY OF ITS AFFILIATES, VENDORS AND LICENSORS, MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ABOUT THE QUALITY, ACCURACY, RELIABILITY, AVAILABILITY, COMPREHENSIVENESS, ADEQUACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE CAF AND SERVICES OR ANY CONTENT, OR THAT THE CAF AND SERVICES OR ANY CONTENT OR ANY SERVICES OR INFORMATION OBTAINED THROUGH THE CAF AND SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE CAF AND SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE CAF AND SERVICES OR ANY SERVICES OR INFORMATION OBTAINED THROUGH THE CAF AND SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE SAC HAS NO LIABILITY FOR ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN THE CAF, CAF DOCUMENTATION AND SERVICES OR ANY CONTENT THEREIN, WHETHER PROVIDED BY THE SLCP,

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THE SAC, THEIR VENDORS OR LICENSORS OR ANY OTHER PERSON OR ENTITY. THE CAF, CAF DOCUMENTATION AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SAC, FOR ITSELF AND ITS AFFILIATES, VENDORS AND LICENSORS, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE SAC, ON BEHALF OF SLCP, OR ITS MEMBERS, LICENSORS, VENDORS, AGENTS OR ANY OTHER CONTRIBUTOR TO THE CAF BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DAMAGES OF ANY KIND WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH (A) THESE TERMS; (B) THE USE, DISCLOSURE, DISPLAY, OR MAINTENANCE OF REGISTRATION INFORMATION OR FEEDBACK PROVIDED ON THE CAF, INCLUDING ANY PERSONAL INFORMATION; (C) THE USE OR MISUSE OF THE CAF BY ANY PERSON OR ENTITY; (D) ANY OF THE CAF CONTENT; OR (E) OTHERWISE; WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE SAC OR ANY OF ITS MEMBERS, LICENSORS, VENDORS, AGENTS OR ANY OTHER CONTRIBUTOR TO THE CAF IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS USED IN THIS SECTION, “DAMAGES” MEANS INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, RELIANCE, EXEMPLARY AND/OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION. YOUR RIGHT TO ACCESS AND USE THE CAF IS CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS, INCLUDING BUT NOT LIMITED TO ITS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY. YOU AGREE THAT YOUR EXCLUSIVE REMEDY SHALL BE TO IMMEDIATELY STOP USING THE CAF AND THE SITE. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS LICENSE AGREEMENT AND TERMS OF USE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. IN ANY CASE, THE AGGREGATE LIABILITY OF THE SAC, ON BEHALF OF SLCP, OR ANY OF ITS MEMBERS, LICENSORS, VENDORS, AGENTS, OR ANY OTHER CONTRIBUTOR TO THE CAF WILL NOT EXCEED TWO HUNDRED DOLLARS (\$200).

Indemnity

You agree to defend, indemnify, and hold harmless the SAC, on behalf of SLCP and its members, directors, licensors, vendors, Accredited Hosts, and any contributors to the CAF and their respective officers, directors, members, managers, employees, consultants, agents, and representatives, (collectively, the “Indemnified Parties”), from any and all claims, liability, damages, losses, suits, expenses, and/or costs

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(including reasonable attorneys' fees) (collectively, "Claims") suffered by you arising from or relating to (i) your access or use of the CAF and CAF Documentation, (ii) your violation of these Terms, (iii) your violation of any applicable law or regulation, including violation of international, federal and state antitrust statutes, rules or regulations, (iv) your anti-competitive practices, or (v) your content. You should not use CAF results, answers, Verified Assessments and data obtained through the CAF process as a sole or contributing factor in making business decisions regarding any supply chain partners, and you agree to defend, indemnify, and hold harmless the Indemnified Parties from third-party Claims arising from your business decisions directly or indirectly or wholly or partly based on CAF results, answers and scores. The SAC on behalf of SLCP will endeavor to notify you promptly of any such Claim and will provide you with reasonable assistance, at your expense, in defending any such Claim.

Term and Termination.

The Terms commence on the date you accept them (as described in the preamble above) and remain in full force and effect while you use the CAF, CAF Documentation and Services, unless terminated earlier in accordance with the terms herein. Either party may terminate these Terms in the event the other party materially breaches any provision of this Agreement and does not fully cure such breach within thirty (30) days of the non-breaching party's notice. You agree that all terminations for cause by SAC, on behalf of SLCP, shall be made in SAC's sole discretion, and that SAC on behalf of SLCP shall not be liable to you or any third party for any termination of your Account. Upon termination of the Limited License and/or these Terms, your right to use such CAF will automatically terminate immediately.

Governing Law

These Terms and your use of the CAF shall be construed in accordance with and governed by the laws of the United States and the State of California, without regard to their rules regarding conflicts of law. You irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in San Francisco, California, USA for all disputes arising out of or related to the use of the CAF, Feedback, or these Terms, and you hereby submit to the personal jurisdiction of such courts. The SAC on behalf of SLCP and you agree that the Uniform Computer Information Transaction Act (UCITA), or any version of UCITA adopted by any state, including California, will not govern or be used to interpret these Terms. The United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) does not apply to these Terms.

Arbitration

Any controversy arising under or related to these Terms, and any disputed claim by any party against another under these Terms, excluding any dispute relating to patent validity or infringement arising under this Agreement, shall be settled by

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arbitration in accordance with the then existing Commercial Arbitration Rules of the International Chamber of Commerce (the “Rules”). Upon request by a party, arbitration will be by a panel of three (3) arbitrators within thirty (30) days of such arbitration request. Each party shall select one arbitrator, and the final arbitrator shall be appointed by the arbitrators designed by each party. The arbitration shall be conducted in English. Judgment upon the award rendered by the panel shall be final and non-appealable and may be entered in any court having jurisdiction thereof. In order to conduct discovery, and in addition to the discovery provisions provided under the Rules, the parties expressly incorporate into any arbitration occurring under this Agreement the discovery rules provided for in the Federal Rules of Civil Procedure of the United States of America. Any arbitration shall be held in San Francisco, CA, unless the parties hereto mutually agree in writing to another place. Notwithstanding the foregoing, nothing in this provision shall be construed to bar a party from seeking equitable relief in order to preserve the status quo or prevent irreparable harm.

Miscellaneous

These Terms constitute the entire agreement between the SAC, on behalf of SLCP, and you regarding your access and use of the CAF and supersedes any prior agreements between you and the SAC concerning the your use of the CAF. If any of these Terms are found to be inconsistent with applicable law, void, or unenforceable for any reason, the remaining portions (and any partially-enforceable provisions) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. The SAC’s failure to enforce any of these Terms will not be deemed a waiver of such term or any other terms herein or a consent to any subsequent breach of the same or another term. You may not assign or transfer your rights and obligations under these Terms without the prior written consent of the SAC on behalf of SLCP. The SAC on behalf of SLCP may assign or transfer its rights and obligations under these Terms at any time and without notifying you. Any of the Terms that are, by their nature, intended to survive termination shall survive termination. Section titles are for convenience only and have no legal effect. The Indemnified Parties are third-party beneficiaries to these Terms.

English Language Controls

These Terms were written in English. To the extent any translated version of these Terms conflicts with the English version, the English version shall govern and control.

Contact

If you have any questions concerning these Terms or the CAF please contact us through the SLCP website: www.slconvergence.org, or at info@slconvergence.org or Attn: Terms of Use Questions, SLCP Converged Assessment Framework (CAF).