

Platform License Agreement

Effective as of August 27th, 2025

IMPORTANT. PLEASE READ THIS PLATFORM LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING WITH THE PLATFORM. THIS AGREEMENT TAKES EFFECT WHEN YOU ACCEPT IT, THROUGH AFFIRMATIVE CONSENT OR USE OF THE PLATFORM, AND THE INDIVIDUAL ACCEPTING THE AGREEMENT REPRESENTS THEY ARE AUTHORIZED ON BEHALF OF THE SMI Aware ENTITY TO ENTER INTO THIS AGREEMENT AND BIND THE ENTITY TO ITS TERMS.

This Platform License Agreement (“Agreement”) is a legal agreement between Social Media Information, LLC d/b/a SMI Aware (“SMI”, “we” or “us”) and the entity purchasing the Platform (“you” or “Customer”) and is effective as of the date you first use the Platform. If you have purchased rights to access and use the Platform via a separate written agreement(s) between You and SMI Aware, any conflicts between the two shall be resolved in favor of the separate written agreement.

General Terms

The Platform

The SMI Aware Platform consists of SMI Aware’s publicly accessible website (the “**Site**”), mobile application (the “**App**”), and any content, functionality and services offered on or through such Site or App or otherwise provided by SMI Aware to you through a Statement of Work, or other agreement (collectively, the “**Platform**”). SMI Aware may modify, amend, add, or remove features, functionality, information, or services on the Platform at any time and without notice and may restrict, from time to time, access to some or all of the Platform. The Platform does not include services such as Internet or mobile data services that are necessary to access the Platform.

License to Use the Platform

1. License. The Platform is provided as a service and may include runtime software necessary to use the Platform, as well as content generated by or through the Platform. Such software and content are licensed and not sold. Subject to your compliance with this Agreement, SMI Aware grants you a nonexclusive and limited license to use the software and content provided as part of or through the Platform in accordance with this Agreement. This license is solely for use in your business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
2. Platform Output. As long as you comply with this Agreement, SMI Aware grants you a limited, non-transferable, paid license to copy, modify, and distribute for internal business purposes only the Platform output. Modification rights are limited to including the Platform output in internal reports or records as part of a consolidation or summary and is conditioned on the following: (i) not making material modifications to the output; (ii) not separating any illustrations, video or audio sequences, or any graphics from the accompanying text; and/or (iii) deleting any copyright, trademark, watermark, or other proprietary rights notices from the materials.
3. Use of Platform Output for Employment Purposes. Customers using Platform Output for employment purposes recognize and agree that the Platform Output may constitute a “consumer report” as that term is defined under 15 U.S.C. § 1681a (the Fair Credit Reporting Act

or FCRA. As between you and SMI Aware, you represent and warrant that you have complied with all required disclosure and authorization requirements of the FCRA and will not use the Platform Output in violation of any applicable state or federal laws, including without limitation the FCRA and any applicable equal employment opportunity laws. You acknowledge and agree that Platform Output is not independently verified by SMI Aware, and SMI Aware's provision of original sources for Platform Output is designed to ensure FCRA requirements are met for accuracy of information and ability to dispute information contained in the Platform Output. If you take adverse action against an individual based on the Platform Output, you will accompany any copy or summary of the Platform Output with the notice that SMI Aware did not make the decision and cannot provide any specific reason for the decision. SMI Aware will cooperate with Customer and consumers in the exercise of all rights and obligations under the FCRA.

4. Duration of licenses. Access to the Platform is provided until such time as you cancel your subscription or this Agreement is terminated pursuant to the terms set forth [below](#).
5. End Users. You control access to, and use of, the Platform by End Users. **"End Users"** are individuals who work with or for your organization as employees or contractors and who you, in your discretion, have authorized to access the Platform under this Agreement. As between you and SMI Aware, you are solely responsible for any use of the Platform by End Users and are the sole responsible party to SMI Aware for any End User violation of the law or this Agreement.
6. Reservation of Rights. SMI Aware reserves all rights not expressly granted in this Agreement. The Platform and the software, materials, and content generated by it are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel.
7. License Restrictions. Except as expressly permitted in this Agreement or Platform documentation, Customer must not (and is not licensed to):
 - a. reverse engineer, decompile, or disassemble any Platform or output thereof, or attempt to do so (except where applicable law permits despite this limitation);
 - b. install or use third-party software or technology in any way that would subject SMI Aware's intellectual property or technology to any other license terms;
 - c. work around any technical limitations in a Platform or restrictions in Platform documentation, including without limitation sharing usernames, passwords, or other access credentials between individual End Users;
 - d. separate and run parts of a Platform contrary to the license terms;
 - e. transfer parts of a Platform separately; or
 - f. distribute, sublicense, rent, lease, or lend any Platform or its output, in whole or in part, or use them to offer hosting services to a third party.
8. Acceptable Use Policy ("AUP"). SMI Aware may limit Customer's use or terminate any right or license to the Platform or its outputs in the event it is discovered that Customer is using the Platform for any of the following reasons:
 - a. illegal or fraudulent activity;
 - b. in violation of the rights of SMI Aware or others, including without limitation violations of this Agreement or of the rights of individuals who are the subject matter of your inquiries;
 - c. to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm to individuals or governments;

- d. to generate, distribute, or evade detection with regard to content or activity that promotes child sexual exploitation or abuse; or
- e. to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device.

SMI Aware may investigate any suspected violation of this Acceptable Use Policy and remove or disable access to the Platform and/or its output without prior notice to you. You agree to delete or destroy any Platform output generated from Platform use in violation of this AUP immediately upon realizing that the AUP violation occurred.

Platform Content

1. Platform Content. The Platform provides features and functionality that allow End Users to enter information into the Platform for purposes of receiving Platform output and other services, or to collaborate with each other via shared content or materials (collectively, “**User Content**”). As between you and SMI Aware, you retain all right, title, and interest in and to User Content. You grant SMI Aware a sub-licensable license to copy, modify, display, distribute, perform, and otherwise use such User Content for any purpose. As between you and SMI Aware, you are solely responsible for User Content, including without limitation its accuracy, integrity, appropriateness, and legality. You represent and warrant to SMI Aware that any User Content provided on the Platform for the purpose of providing Platform services is accurate, complete, and permitted to be used for the purposes you seek via the Platform and nothing in law or equity prohibits SMI Aware from processing such User Content.
2. Third Party Content. The Platform includes content developed by third parties and access to third party applications, websites, or other content (“**Third-Party Content**”). Third-Party Content is provided and licensed to you under terms provided by the applicable third party. You acknowledge and agree that it is solely your responsibility to familiarize yourself and agree to all Third-Party Content license terms. As between you and SMI Aware, the disclaimer, limitations on, and exclusions of damages set forth in this Agreement also apply to the extent allowed by applicable law to Third-Party Branded Content even though such Third-Party Content is also governed by other agreements.

License Compliance

1. Compliance Verification. SMI Aware may verify Customer’s and its End Users’ compliance with this Agreement manually or through automated technology. Customer must promptly provide any information and documents SMI Aware reasonably requests related to the verification. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.
2. Remedies. If verification reveals any unlicensed use for which the Customer can remedy by payment, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use and purchase any additional licenses necessary to continue use.

Data Protection and Processing

1. Geographical Limitations. Platform services and output are intended only for use with individuals in the United States who are not subject to regulatory protections of jurisdictions outside of the United States. You represent and warrant that information you provide, including User Content, does not violate this restriction or applicable laws within the United States.

2. Personal Information Processing. SMI Aware will process personal information as set out in this Agreement and the privacy notice posted at www.app.smiaware.com/privacy. You acknowledge and agree that personal information processing will take place in the United States. Before providing Personal Data to SMI Aware in any way (including as User Content), you will obtain all required consents from third parties (including without limitation the individuals subject to investigation, your partners, distributors, administrators, and employees) under applicable privacy and data protection laws. You acknowledge and agree that SMI Aware is a “Data Processor” of all personal information that you disclose to us. You represent and warrant that you have made all necessary disclosures and notifications, and obtained all necessary consents and approvals to provide us with any personal information.
3. Security. SMI Aware has implemented appropriate technical, administrative, and organizational safeguards to protect personal information and User Content. We may occasionally modify such safeguards and will alert you via email in the event that a violation of such safeguards results in the unauthorized loss, destruction, alteration, access, or disclosure of personal information associated with your account. Likewise, you will notify us of any safeguards you use to maintain the security or integrity of your End User usernames, passwords, or other security information that may compromise SMI Aware’s ability to secure personal information.
4. Authorized Disclosures. SMI Aware may also disclose personal information of an End User or Customer contact in the event of a dispute between End Users or a dispute between any third party and you. SMI Aware may also disclosure personal information of Customer or an End User when necessary to exercise its legal rights.

Confidentiality

1. Confidential Information. “**Confidential Information**” is non-public information that is designated “confidential” or that a reasonable person should understand is confidential. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party’s business, products, or services.
2. Protection of Confidential Information. Each party will take reasonable steps to protect the other’s Confidential Information and will use the other party’s Confidential Information only for purposes of the parties’ business relationship. Neither party will disclose Confidential Information to third parties, except to its employees, contractors, advisors, and consultants (“**Representatives**”), and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.
3. Disclosure required by law. A party may disclose the other’s Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
4. Duration of Confidentiality obligation. These obligations apply for a period of five years after a party receives the Confidential Information.
5. Overriding NDA. In the event that you have a separate written agreement with us for the non-disclosure of Confidential Information (an “**NDA**”), any conflicts between this Agreement and the NDA shall be resolved in favor of the NDA with respect to confidentiality obligations.

Warranties

1. Limited warranties and remedies. To the extent permitted by applicable law, the remedies below are your sole remedies for breach of the warranties provided in this section, and you waives any warranty claims not made during the applicable warranty period.
2. Platform Functionality. SMI Aware warrants that the Platform will perform substantially as described in the applicable documentation during the term of this Agreement. If it does not, and you notifies SMI Aware within that term, SMI Aware will, at its option and discretion, (i) return the amount you paid for the Platform license, prorated as applicable; or (ii) re-perform the services of the Platform, either through repair to the Platform or through manual services.
3. Exclusions. The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement or applicable documentation, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease Platform versions. These warranties do not apply to Platform performance that is outside of the control of SMI Aware, such as due to availability or quality of Internet connection, power, or telephony capabilities.
4. Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES ABOVE OR AS REQUIRED BY APPLICABLE LAW, SMI AWARE PROVIDES NO OTHER WARRANTIES OR CONDITIONS AND DISCLAIMS ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES AND CONDITIONS, INCLUDING WARRANTIES AND CONDITIONS OF QUALITY, ACCURACY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. PLATFORM SERVICES, FEATURES, OR FUNCTIONALITY PROVIDED WITHOUT CHARGE ARE PROVIDED "AS IS," "WITH ALL FAULTS", AND WITHOUT ANY WARRANTY OR CONDITION.

Defense of third-party claims

To the extent permitted by applicable law, you will defend and hold SMI Aware harmless against any third-party claim: (1) alleging that your use of the Platform or its output violates the law or the rights of any third party; or (2) based on the failure or falsity of any representation or warranty made by you in this Agreement. We will notified in writing of any such claim and provide you with all requested assistance, information, and authority, provided that you will reimburse us for reasonable out-of-pocket expenses incurred in providing assistance.

Limitation of liability

1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF SMI Aware FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE USE OF THE PLATFORM DURING WHERE SUCH USE IS RELATED TO THE APPLICABLE CLAIM, OR FOR MORE THAN ONE CLAIM, THE TOTAL AMOUNT PAID TO SMI Aware IN THE PRIOR THREE (3) MONTHS. SUBJECT TO APPLICABLE LAW, SMI Aware IS NOT LIABLE FOR ANY OF THE FOLLOWING: (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR (ii) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE OUTSIDE OF SMI AWARE'S CONTROL. THE ABOVE LIMITATIONS APPLY REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS

FORTH THE ENTIRE LIABILITY OF SMI AND SMI'S EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE, SERVICE DELIVERABLES, AND THEIR RESPECTIVE USE.

2. Free offers. For Platform features, functionality, or output provided free of charge, SMI Aware's liability is limited to direct damages finally awarded up to US\$50.
3. Applicability. To the extent permitted by applicable law, the limitations, exclusions, and exceptions set forth in this Limitation of Liability section apply to all claims and damages under or relating to this Agreement or the Platform or its output, including, without limitation, breach of contract, breach of warranty, strict liability, and negligence and other torts, even if the parties knew or should have known about the possibility of the damages.

Pricing and payment

1. Payment. You will pay SMI Aware the fees set forth on the Start Page (app.smiaware.com/start) in accordance with the invoicing process set forth below.
2. Invoices. SMI Aware will invoice you on a monthly basis, which you will pay in full within thirty (30) calendar days following the invoice date. If any amount is disputed, you will notify us of the dispute within 15 days of the invoice date, so that the dispute may be resolved. After 15 days, the invoice is deemed to be accepted without dispute. If the notified dispute is not resolved before the payment is due, the disputed amount can be withheld until the dispute is resolved. All invoices and payments will be made in U.S. Dollars.
3. Late Payment. SMI Aware may, at its option, assess a late fee on any payments that are more than fifteen (15) calendar days past due at a rate of up to two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less. This late payment fee is in addition to all other available remedies.
4. Taxes. Prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to SMI Aware, You are solely responsible for and will also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement, regardless of whether SMI Aware is permitted to collect these from you. If we are required to collect these from you, you will gross up such prices for payment such that SMI Aware receives the amount provided in the invoice as if no additional payments were imposed. You are solely responsible for any applicable stamp taxes and for all other taxes that you are legally obligated to pay including any taxes that arise on the distribution or provision of Platform or its output by you. SMI Aware will be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

Term and termination

1. Term. This Agreement is effective until terminated by a party, as described below.
2. Termination without cause. Either party may terminate this Agreement without cause on 60 days' notice.
3. Termination for cause. Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the right to use the Platform and its output will stop immediately and all invoices will be immediately due.

4. Suspension. During any period of material breach by you, SMI Aware may suspend Platform access without terminating this Agreement. SMI Aware will give notice before such suspension unless the material breach is a violation of the license condition or AUP.
5. Termination to comply with laws. SMI Aware may modify or discontinue offering Platform or a given feature, functionality, or output in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects SMI Aware to any regulation or requirement that is not generally applicable to businesses operating there; (2) presents a hardship for SMI Aware to continue offering the Platform without modification; or (3) causes SMI Aware to believe this Agreement or the Platform may conflict with any such requirement or obligation. If SMI Aware terminates the Platform or any part thereof under this provision, SMI Aware will receive, as its sole remedy, a refund for any amount paid in advance for any period after termination. You agree to pay for all services provided or used before such termination.

General Terms

1. Independent contractors. The parties are independent contractors. Customer and SMI Aware each may develop products independently without using the other's Confidential Information.
2. Agreement not exclusive. We are both free to enter into agreements to license, use, and promote the products and services of others.
3. Assignment. Either party may assign this Agreement as part of a sale of the business or all (or substantially all) of its assets, but the assigning party must notify the other party in writing of the assignment. Any other attempted assignment that does not receive prior written approval by the other party will be void.
4. Severability. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
5. Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
6. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights.
7. Survival. Those provisions that, by their nature and context, are intended to survive the termination of this Agreement will survive.
8. Notices. All notices must be in writing. Official notices to SMI Aware regarding the terms of this Agreement, any dispute hereunder, or any claim involving legal obligations or liability must be sent to the following address and will be deemed received on the date received at that address:

SMI Aware
700 River Avenue
Pittsburgh, PA 15212

SMI Aware may provide you with information and notices electronically, including via email, through the portal for the system interface with the Platform. Notice is given as of the date it is made available by SMI Aware.

9. Applicable law. This Agreement will be governed by and construed in accordance with the laws of the State of Pennsylvania and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
10. Jurisdiction and Venue. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted exclusively in the courts located in Allegheny County, Pennsylvania, and you consent to the personal jurisdiction of those courts, waiving all objections to exercise of such

jurisdiction by said courts. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

11. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between this Agreement and any other document(s), the terms of this Agreement shall control.

Your Comments and Concerns

All feedback, comments, requests for technical support and other communications relating to the Platform should be directed to:

SMI Aware
700 River Avenue
Pittsburgh, PA 15212
Email: support@smiaware.com
Phone: (888) 299-9921