

## **SMPL-C Terms & Conditions**

**Please read this SMPL-C Platform User Agreement (the “Agreement”) carefully.**

*Last Updated: 19th January, 2024*

This Agreement is between you (the individual accessing and using the Platform and/or the entity on whose behalf you are acting or “End User”) and SMPL-C, Inc. (“SMPL-C” or “we” or “us”) concerning your use of (including any access to) the Platform (together with any materials and services available on or through such Platform, successor Platform(s) to such Platform, and any website or mobile software application through which SMPL-C makes such Platform or successor Platform (s) available to you (the “Platform”). This Agreement hereby incorporates by this reference any additional terms and conditions posted by SMPL-C through the Platform or otherwise made available to you by SMPL-C.

**By presenting you with this Agreement, SMPL-C is making a good-faith offer.**

**Upon signing the SaaS Standard Order Form, you accept that offer.**

Using the Platform, you affirm that you are of legal age to enter this Agreement. If you are an individual accessing or using the Platform on behalf of, or for the benefit of, any corporation, partnership, or other entity with which you are associated (an “Organization”), then, subject to the last sentence of this paragraph, you are agreeing to these terms on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to this agreement.

References to “you” and “your” in this Agreement will refer to the individual using the Platform and any such Organization. Notwithstanding the foregoing, if such Organization and SMPL-C enter into or have previously entered into a separate written agreement relating to the Platform or other subject matter of this Agreement (any such agreement, an “Organization Agreement”), such Organization Agreement will govern such Organization’s access to and use of the Platform and supersede this Agreement to

the extent and as set forth in such Organization Agreement and, in the event of any conflict between the provisions of this Agreement and such Organization Agreement, the provisions of such Organization Agreement shall prevail.

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 16 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.**

Description:

The SMPL-C Platform involves the collection of data through an automated form process, the enrichment of that data through other SMPL-C data sources or collection processes, and the analysis of the collected and enriched data to provide an interpretation, which may be a score, report, or other assessment of the Data.

License and End Users:

We grant one (1) End User a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable license to access and use the Platform in object code during the Term and subject to this Agreement. An “End User” may be you, your employee, an independent contractor, or another third party whom you have authorized to access and use the Platform on your behalf under this Agreement. You shall cause each End User to comply with the terms of this Agreement when accessing or using the Platform and shall be responsible for any breach of this Agreement by an End User, which shall be deemed your breach of this Agreement. If you become aware of any breach of this Agreement by an End User, you shall immediately terminate such End User’s access to the Platform and promptly notify SMPL-C of such breach.

#### Fee and Payment Terms:

The fee for your subscription to the Platform (“Fee”), as set forth on the order form, is payable at the time of subscription in U.S. currency, without setoff or counterclaim, and without any deduction or withholding.

#### Taxes:

All Fees are exclusive of applicable taxes and duties. You must provide any information regarding tax liability that we reasonably request. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account only after we receive valid and proper tax exemption certificates. If any deduction or withholding is required by applicable law, you shall notify us and shall pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount that we would have received if no deduction or withholding had been required. Additionally, you shall provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

#### Term of Purchased Subscriptions:

The Initial SaaS Subscription Service Term shall be the Initial Term as specified in the Order Form. Unless otherwise specified in the Order Form, subscriptions to Subscription Services will automatically renew for successive additional periods (each a “Renewal Subscription Term”, and together with the Initial Subscription Term, the “Term”) equal to the Initial Subscription Term, unless either Party gives the other Party written notice of non-renewal at least sixty (60) days before the end of the then expiring Initial Subscription Term or Renewal Subscription Term. Invoicing will be issued annually 30 days prior to the start of each Renewal Subscription Term and each anniversary

thereafter. Unit prices can automatically increase by up to three percent (3%) per year during each Renewal Subscription Term for the same subscription unless otherwise agreed in writing by the Parties.

**Termination:**

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customers will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. Sections 2 through 8 and 10 through 19 will survive any termination of this Agreement.

**Changes:**

We may limit the Platform's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose. We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Platform. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your use of the Platform following any changes to this Agreement will constitute your acceptance of such changes. The "*Last Updated*" legend above indicates when this Agreement was last changed. We may, at any time and without liability, modify or

discontinue all or part of the Platform (including access to the Platform via any third-party links); charge, modify or waive any fees required to use the Platform; or offer opportunities to some or all Platform users.

#### Registration, Usernames, and Passwords:

You may need to register or otherwise establish an account to use all or part of the Platform. We may reject, or require that you change, any username, password, or other information that you provide to us in registering or otherwise establishing an account. Your username and password are for your personal use only and should be kept confidential. You must not provide your username and password to any other person or entity for purposes of accessing or using the Platform. You, and not SMPL-C, are responsible for any use, misuse, or loss of your username or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your username or password, or your account. You must not, directly or indirectly, allow any other person or entity to use your account to access or use the Platform.

#### Supporting Hardware:

You are responsible for obtaining, maintaining, and paying for all hardware and all telecommunications and other services needed to use the Platform.

#### Restrictions:

In connection with the Platform, you agree not to:

- Post, transmit, or otherwise make available through or in connection with the Platform any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent, or otherwise tortious; (c) obscene, indecent, pornographic, or otherwise objectionable; or (d) protected by copyright,

trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.

- Post, transmit, or otherwise make available through or in connection with the Platform any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment (each, a “Virus”).
- Use the Platform for any commercial purpose, including using the Platform for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise use the Platform for processing data or other information on behalf of any third party.
- Use the Platform for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Platform.
- Engage in any activity that materially interferes with or disrupts the operation of the Platform or the servers or networks used to make the Platform available, including by hacking or defacing any portion of the Platform; or violate any requirement, procedure, or policy of such servers or networks.
- Restrict or inhibit any other person from using the Platform.
- Access or use the Platform in a way intended to avoid incurring fees or exceeding usage limits set forth in the applicable Pricing Schedule;
- Resell or sublicense the Platform or use the Platform to offer commercial services to third parties
- Work around any technical limitations in the Platform;
- Perform, or release the results of, benchmark tests or other comparisons of the Platform with other programs or services.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the

Platform except as expressly authorized herein, without SMPL-C's express prior written consent.

- Reverse engineer, decompile, or disassemble any portion of the Platform, except where such restriction is expressly prohibited by applicable law.
- Remove or alter any copyright, trademark, or other proprietary rights notice on the Platform.
- Frame or mirror any portion of the Platform, or otherwise incorporate any portion of the Platform into any product or service, without SMPL-C's express prior written consent.
- Systematically download and store Platform content.
- Use any robot, spider, site search/retrieval application, or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Platform content, or reproduce or circumvent the navigational structure or presentation of the Platform, without SMPL-C's express prior written consent.
- If you violate these rules, you do so at your own risk, accept full responsibility for any negative consequences that may follow, and release SMPL-C from any and all liability of any kind resulting from such violation.
- Monitoring. We may (but have no obligation to) monitor, evaluate, alter, or remove Submissions before or after they appear on the Platform, or analyze your access to or use of the Platform. We may disclose information regarding your access to and use of the Platform, and the circumstances surrounding such access and use, to anyone in connection with performing services for you, in connection with operating the Platform, or for analytic, statistical, security, quality control, and similar purposes (including in aggregate form, e.g., to analyze systems performance).
- Compliance with Applicable Laws. Any use of the Platform is at your own risk, that you must comply with all applicable laws, rules, and regulations, and that this Agreement is subject to the terms and conditions of the Uniform Electronic

Transactions Act of 1999.

- Information Submitted Through the Platform. Your submission of information through the Platform is governed by the Privacy Policy (the “Privacy Policy”). You represent and warrant that any information you provide in connection with the Platform is and will remain accurate and complete, and that you will maintain and update such information as needed.
- Release Regarding Submissions. You may make available to third parties certain materials or information (each, a “Submission”) through or in connection with the Platform (for example, reports generated by using the Platform), including through the Platform’s interactive services or sharing functionality. SMPL-C has no control over and is not responsible for any use or misuse (including any distribution) by any third party of Submissions. If you choose to make any of your personally identifiable or other information publicly available through the Platform, you do so at your own risk, accept full responsibility for any negative consequences that may follow, and release SMPL-C from any and all liability of any kind for such consequences.

#### What You Own and What You License:

For purposes of clarity, you retain ownership of your Submissions. For each Submission, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable, and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze, exploit and practice such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

You represent and warrant that you have all rights necessary to grant the licenses granted in this Section, and that your Submissions, and your provision of them through and in connection with the Platform, are complete and accurate, and are not fraudulent, tortious, or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

#### What We Own and What We License:

We and our suppliers own the Platform, which is protected by proprietary rights and laws. As between you and us, the Platform and all non-public information and materials (technical, business, and otherwise) related to the Platform (and the use of it), including the Questionnaire Response, are our Confidential Information, and you will not use or disclose to third parties Confidential Information, except to the extent necessary to exercise your rights and fulfill your obligations under this Agreement or as required by applicable law.

All enhancements, improvements, and modifications to and derivative works of the Platform shall be the sole and exclusive property of SMPL-C.

Our trade names, trademarks, and service marks include the name “SMPL-C,” and any associated logos, marks, and designs. All trade names, trademarks, service marks, logos, and designs on the Platform not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks, logos, or designs in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Platform should be construed as granting any right to use any trade names, trademarks, service marks, logos, or designs without the express prior written consent of the owner.

We are licensing, not selling, the Platform and any resulting Platform to you. Subject to your compliance with this Agreement, and solely for so long as you are permitted by SMPL-C (and, if applicable, your Organization) to access and use the Platform, you may use any such portion of the Platform to which we provide you access under this Agreement, solely for use in accordance with this Agreement. If you fail to comply with any of the terms or conditions of this Agreement, you must immediately cease using the Platform.

If you provide to us any ideas, proposals, suggestions, or other information or materials (“Feedback”), whether related to the Platform or otherwise, we will own all right, title, and interest in and to the Feedback. You hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited, without restriction, does not place SMPL-C under any fiduciary or other obligation, and that SMPL-C may use such Feedback at our discretion without the consent of Customer or any End User, with ownership of any derivative Products or Services residing with SMPL-C.

#### **Open Source Software:**

The Platform may include open source components, which are licensed for use and distribution by us under applicable open source licenses. Use of these open source components is governed by and subject to the terms and conditions of the applicable open source license.

#### **Disclaimer of Warranties:**

The Platform (including any information and materials made available to you in connection with using the Platform) is not for any third party’s benefit. To the fullest extent permitted under applicable law: (a) the Platform and any products, services, and Third Party Materials are made available to you on an “As Is,” “Where Is” and “Where Available” basis, without any warranties of any kind, whether express, implied, or

statutory; and (b) SMPL-C disclaims all warranties with respect to the Platform and any products, services, and Third Party Materials, including the warranties of merchantability, fitness for a particular purpose, non-infringement, title, or arising out of any course of dealing or usage of trade. All disclaimers of any kind (including in this section and elsewhere in this Agreement) are made for the benefit of both SMPL-C and SMPL-C Beneficiaries and their respective partners, principals, directors, officers, employees, agents, representatives, licensors, suppliers, and service providers (collectively, the “Affiliated Entities”), and their respective successors and assigns. While we try to maintain the timeliness, integrity, and security of the Platform, we do not guarantee that the Platform is or will remain updated, complete, accurate, correct, or secure, or that access to the Platform will be uninterrupted. The Platform may include inaccuracies, errors, and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Platform. If you become aware of any such alteration, contact us at [kayla@smpl-c.com](mailto:kayla@smpl-c.com) with a description of such alteration and its location with respect to the Platform.

#### Third Party Materials & Links:

Certain Platform functionality may make available access to information, products, services, and other materials made available by third parties, including Submissions (“Third-Party Materials”), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route, and transmit to you the applicable Third-Party Materials.

We neither control nor endorse, nor are we responsible for, any Third-Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness, or safety of Third-Party Materials, or any intellectual property rights therein. Certain Third-Party Materials may, among other things, be inaccurate, misleading, or deceptive. Nothing in this Agreement will be deemed to be a representation or warranty by SMPL-C with respect to any Third-Party Materials. We

have no obligation to monitor Third Party Materials, and we may block or disable access to any Third-Party Materials (in whole or part) through the Platform at any time. In addition, the availability of any Third-Party Materials through the Platform does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider. **YOUR USE OF THIRD-PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS, AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).**

Indemnification:

Customer shall indemnify, defend and hold harmless SMPL-C and its employees, officers, directors, and representatives (“SMPL-C Indemnitees”) from and against any and all Claims brought or asserted by any third party against any SMPL-C Indemnitee related to, resulting from, or arising out of: (a) Customer’s Content; or (b) any violation by Customer or End User of any Applicable Laws; provided that SMPL-C: (a) promptly gives written notice of the Claim to Customer (provided that any failure to give such notice will not relieve Customer of its indemnification obligations unless, and only to the extent that, Customer is prejudiced by such failure); (b) gives SMPL-C sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless such settlement unconditionally releases SMPL-C Indemnitees of all liability in connection with such Claim); and (c) provides to Customer, at Customer’s cost, all reasonable assistance in connection with such Claim. The SMPL-C Indemnitee may participate, at its own expense, in the defense of any such Claim through counsel of its own choosing.

Limitation of Liability:

To the fullest extent permitted under applicable law: (a) SMPL-C will not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind, under any contract, tort (including negligence), strict liability or other theory, including damages for loss of profits, use, or data, loss of other intangibles, loss of security of Submissions (including unauthorized interception by third parties of any Submissions), even if advised in advance of the possibility of such damages or losses; (b) without limiting the foregoing, SMPL-C will not be liable for damages of any kind resulting from your use of or inability to use the Platform or from any products, services, or Third Party Materials, including from any Virus that may be transmitted in connection therewith; (c) your sole and exclusive remedy for dissatisfaction with the Platform or any products, services, or Third Party Materials is to stop using the Platform; and (d) the maximum aggregate liability of SMPL-C for all damages, losses, and causes of action, whether in contract, tort (including negligence) or otherwise, will be the greater of one hundred dollars (\$100) and the total amount, if any, paid by you to SMPL-C to use the Platform during the twelve (12) month period prior to the claim. All limitations of liability of any kind (including in this section and elsewhere in this Agreement) are made for the benefit of both SMPL-C and the Affiliated Entities, and their respective successors and assigns. In no event shall SMPL-C be liable for any direct or indirect damages arising out of or resulting from any customer's content, recommendations, autonomous actions, third party content, or third party services or for claims made a subject of a legal proceeding against SMPL-C more than two years after any such cause of action first arose.

#### Governing Law & Arbitration:

This Agreement, and any dispute relating to this Agreement or the subject matter of this Agreement, will be governed by and construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Virginia (but expressly excluding the Uniform Computer Information Transactions Act ("UCITA") as enacted in Virginia) without giving effect to any choice of law rule that would cause the application of the laws of any

jurisdiction other than the internal laws of the Commonwealth of Virginia (excluding UCITA) and regardless of your location. The parties expressly disclaim the applicability of, and waive any rights based on, the Uniform Computer Information Transactions Act, the Uniform Commercial Code, or the United Nations Convention on Contracts for the International Sale of Goods, however each may be codified or amended. All disputes arising out of or related to this Agreement or the subject matter of this Agreement (including the Platform and the use thereof) or any aspect of the relationship between you and SMPL-C under this Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, will be resolved through final and binding arbitration before a neutral panel of three arbitrators instead of in a court by a judge or jury and you agree that SMPL-C and you are each waiving the right to trial by a jury. You agree that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted and you are agreeing to give up the ability to participate in a class action.

Notwithstanding the foregoing, nothing in this Agreement will preclude either party from seeking equitable relief in a court having jurisdiction. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution then in effect (“CPR Rules”). The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided for in the CPR Rules. The arbitration panel will have no power to award non-monetary or equitable relief of any sort, or to award damages inconsistent with this Agreement (including Section 14). Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration will be treated as confidential. You acknowledge and agree that any demand for arbitration must be issued within one (1) year from the date that you became aware or should reasonably have become aware of the facts that give rise to SMPL-C’s alleged liability and in any event no later than two (2) years after the cause of action accrued.

Information or Complaints:

If you have a question or complaint regarding the Platform, please send an e-mail to [kayla@smpl-c.com](mailto:kayla@smpl-c.com). You may also contact us by calling us at 202-505-8246. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Trade Control Laws:

The Platform may be subject to applicable export control laws and economic sanctions, including those of the United States and other relevant jurisdictions (“Trade Control Laws”). You agree to comply with all applicable Trade Control Laws and you represent, warrant, and covenant as follows: (a) you will not use the Platform except as authorized by applicable Trade Control Laws; (b) you are not located or ordinarily resident in any country subject to comprehensive U.S. economic sanctions (currently, Cuba, Iran, North Korea, Sudan, Syria, and Crimea (region of Ukraine) (“Sanctioned Countries”)); (c) you will not access or otherwise use the Platform from or on behalf of any Sanctioned Country; (d) you are not and are not acting on behalf of a person or entity on any U.S. Government or other applicable restricted party lists; (e) you will not use the Platform for any end-uses restricted by the U.S. Government; and (f) you will not use the Platform to store or transfer any data subject to the International Traffic in Arms Regulations or subject to the Export Administration Regulations and controlled at a level other than EAR99/AT.

Order of Precedence:

This Agreement shall be comprised of the following elements in the following order of precedence: (1) The Data Processing Addendum; (2) the Quote (including pricing section); and (3) the main body of this Agreement, as may be amended from time to time.

**Miscellaneous:**

This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and SMPL-C. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption, or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement will be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and SMPL-C relating to the particular subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and SMPL-C relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting through the Platform or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form will be admissible in judicial

or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. SMPL-C will not be responsible for any failure to fulfill any obligation due to any cause beyond its reasonable control, including but not limited to storms, earthquakes, and other acts of God, acts of governments, riots, uprisings, sabotage, and your own negligent acts and omissions.