

SQUINT™ USE AGREEMENT

This is a legal agreement between the party (“User”) downloading the Social See Something Say Something (“SQUINT™”) application and The MITRE Corporation (“MITRE”). By downloading SQUINT, you, as the User, are agreeing to be bound by the terms of this SQUINT Use Agreement (the “Agreement”).

Preamble:

- The MITRE Corporation (www.mitre.org) is a not-for-profit company that is dedicated to solving problems for a safer world via a commitment to serving the public interest.
- MITRE created the SQUINT capability for the benefit of election integrity, and it is operated at MITRE’s National Election Security Lab located in McLean, Virginia.
- MITRE is extending the application of SQUINT to information integrity for critical public information needs beyond elections, such as emergency response and preparedness.
- SQUINT access is provided only to pre-authorized Users that are approved by MITRE.

1: Purpose

- A. The purpose of the SQUINT capability is to enable officials to obtain crowd-sourced situational awareness of misinformation, disinformation, or undue amplification related to critical public information needs including elections or emergency preparedness and response that is being distributed through online platforms and forums.
- B. To achieve the purposes of the SQUINT capability, contribution of data (“Data”) is required. Users shall endeavor to contribute Data via SQUINT that has one or more of the following characteristics:
- 1) It speaks to or about election or emergency response operations, administration, infrastructure, or context.
 - 2) It appears to be incorrect, misleading, or deceptive, or is known by the User to be incorrect, misleading, or deceptive.
 - 3) It has been distributed or redistributed to an uncharacteristically large number of recipients.
 - 4) It has been distributed or redistributed by a likely foreign or foreign-sponsored entity.
 - 5) It has the potential to be confusing or misleading to citizens, and/or disruptive to the integrity or perceived integrity of an election or an emergency response.

2: Procedure

SQUINT collects Data from Users to identify and correct misinformation circulating among citizens. SQUINT then analyzes the Data collected and results are provided to the designated and pre-authorized Users. Trends and patterns identified over time will be anonymized and shared amongst all Users for the benefit of public information integrity.

3: Scope of Use.

- A. MITRE grants User a limited, revocable, non-exclusive, and non-transferable license to use SQUINT on any device User owns or controls. SQUINT can be accessed via a download to a mobile device and/or through a browser plugin.
- B. Usage of SQUINT is governed by the terms and conditions within this Agreement and Users are prohibited from commercializing the use of SQUINT or to use SQUINT beyond the stated Purpose in this Agreement.
- C. MITRE is and remains the owner of all titles, rights, and interests in SQUINT.
- D. User may not rent, lease, lend, sell, redistribute, or sublicense SQUINT. User may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of SQUINT, any updates, or any part thereof within the prior written permission of MITRE. Any attempt to do so is a violation of the rights of MITRE and may subject User to damages.

4: Consent to Use of Data.

User agrees that MITRE may collect, store, and process the Data for the benefit of critical public information integrity in accordance with the Purpose and Procedure defined above.

5: Termination.

This Agreement is effective until terminated by User or MITRE. User's rights under this Agreement will terminate automatically from MITRE if User fails to comply with any term(s) of this Agreement; the end of any pilot period; or as necessary in MITRE's sole discretion. Upon termination of this Agreement, User shall cease all use of SQUINT, and destroy all permitted copies, full or partial. Any Data collected from User prior to User's termination of this Agreement shall remain with MITRE.

6: Sensitive Information.

- A. "Sensitive Information" shall mean any and all personally identifiable information ("PII") contained within the Data. PII is any information that could potentially identify a specific individual. Such information includes, but is not limited to, biometric information, personally identifiable financial/tax information, Social Security number, driver's license number, passport number, full address, and e-mail address.
- B. MITRE shall protect Sensitive Information by means of the same standard of care as used by MITRE to protect its own information of a similar nature and importance, and no less than reasonable care. MITRE shall use Sensitive Information only to fulfill its obligations or to exercise its rights hereunder. MITRE shall disclose Sensitive Information only to those persons in its organization who have a need to know in the performance of their

duties in connection with this Agreement. MITRE shall promptly report to User any actual breach of the terms hereof.

- C. If disclosure of Sensitive Information by MITRE is required by law or court order, MITRE may comply with that order.

7: Security of Sensitive Information

- A. MITRE represents that it will establish security and privacy control baselines to protect Sensitive Information in compliance with relevant Commonwealth of Virginia Code Statute provisions, and in accordance with the National Institute of Standards and Technology (NIST) Special Publications (SP) 800-171 or (SP) 800-53 Rev 4 as relevant.
- B. Sensitive Information will be stored on a FedRAMP compliant GovCloud environment. If there is an actual breach of Sensitive Information from the GovCloud environment, MITRE shall notify each affected User within five (5) business days from the confirmation of the breach date.

8: Disclaimer of Warranties.

USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF SQUINT IS AT USER'S SOLE RISK. SQUINT IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. MITRE HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO SQUINT EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. MITRE DOES NOT WARRANT THAT THE OPERATION OF SQUINT WILL BE UNINTERRUPTED OR ERROR-FREE.

9: Limitation of Liability.

IN NO EVENT SHALL MITRE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA, LOSS OF REVENUE, BUSINESS INTERRUPTION OR ANY OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO USER'S USE OR INABILITY TO USE SQUINT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF MITRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MITRE'S TOTAL AGGREGATE LIABILITY TO LICENSEE FOR ALL DAMAGES EXCEED THE AMOUNT OF ONE DOLLAR (\$1.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10: Indemnity

For non-governmental Users, User agrees to indemnify and defend MITRE, its officers, agents, and employees and hold them, and each of them, forever harmless from and against all claims, costs, damages, expenses, and liabilities of any nature or kind arising out of or in any way connected with a non-governmental User's usage of SQUINT.

11: Export.

User may not use or otherwise export or re-export SQUINT. Without limitation, the Application may not be exported or re-exported (a) into any U.S. embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By downloading SQUINT, User represents and warrants that User is not located in any such country or on any such list. User also agrees not to use SQUINT for any purposes prohibited by United States law.

12: General Provisions

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- B. Assignment. This Agreement is not assignable by User and MITRE may only assign this Agreement upon the prior written consent of User.
- C. Independent Contractor. User and MITRE shall act only as an independent contractor and not as an employee, agent, servant, or representative of the other.
- D. Validity. If any provision of this Agreement shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply, but the remaining provisions shall be given effect in accordance with their terms unless the purposes of this Agreement can no longer be preserved by doing so.
- E. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia, excluding its conflict of law rules.