

This Quorum Subscription Agreement (the “**Agreement**”) is entered into by and between Quorum Analytics Inc. (“**Quorum**”) and the “**Client**” accessing the Quorum system.

This Agreement governs (i) your use of the System; (ii) your access to and use of Quorum Content, including Derived Analytics and other System Output; and (iii) your submission of information, comments, ideas, notes, and other content (collectively, “**Submitted Content**”).

1. **Access To Quorum.** Quorum will issue a user name and password (“**Client Access Credentials**”) to all users included in the Quorum fee quotation. Only one person may access the System using the Client Access Credentials at one time, and (ii) Client remains responsible for the use of the System and any Quorum Content obtained by anyone accessing the System using the Client Access Credentials. Client shall not permit any third parties to access the System using the Client Access Credentials. We also ask that you notify us immediately if you suspect that someone is using your user name and/or password in this or any inappropriate manner.
2. **Privacy and Security.** Quorum is committed to maintaining the privacy of your Personally Identifiable Information and Confidential Information. We have put in place security systems designed to prevent unauthorized access to or disclosure of Personally Identifiable Information and Confidential Information you may provide to us, and we take commercially reasonable steps to secure and safeguard this Information. We take steps to require that our Affiliates and Site Vendors’ security policies are at least as protective of your information as this Agreement. Moreover, we provide access to our databases containing Personally Identifiable Information and Confidential Information on a need-to-know basis only.
3. **Confidentiality.**
 - 3.1. “**Confidential Information**” means information disclosed by one party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. The System is the Confidential Information of Quorum. Client Confidential Information includes all information Client uploads into the System including Custom Contacts and Client Work Product.
 - 3.2. **Protections.** Each party will: (a) protect the other party's Confidential Information to which it has been granted access with the same standard of care it uses to protect its own Confidential Information and in no event less than reasonable care; and (b) not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential in a manner compliant with this section. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this section.
 - 3.3. **Exceptions.** Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party without an obligation to maintain the information as confidential.
 - 3.4. **Required Disclosure.** Each party may disclose the other party's Confidential Information when it is required to be disclosed by law, provided that the disclosing

party is promptly notified by the recipient in order to provide the disclosing party an opportunity to seek a protective order or other relief.

4. **License Grant & Restrictions.**

- 4.1. **Quorum's Grant of Rights to Client.** Subject to the terms and conditions of this Agreement, Quorum hereby grants to Client, under Quorum's intellectual property rights, a limited non-exclusive, non-transferable, worldwide right (i) to access and use the System for internal business purposes, and (ii) to access, copy, and publicly display Baseline Data, Derived Analytics, and other System Output, provided that Client is in compliance with the restrictions set forth in Section 5.6 (Restrictions). Clients may not publicly display Official Contact Information.
- 4.2. **Quorum's Grant of Rights to Client for Quorum Grassroots and Stakeholder Engagement.** Subject to the terms and conditions of this Agreement and the inclusion of Quorum Grassroots or Stakeholder Engagement in the fee quotation, Quorum hereby grants to Client, under Quorum's intellectual property rights, a limited non-exclusive, non-transferable, worldwide right to access and use the Quorum System and publicly display the Quorum Action Center and or Stakeholder Engagement tools via iFrame on Client's website.
- 4.3. **Client's Grant of Rights to Quorum.** By running Queries and uploading or otherwise inputting Submitted Content (including Client Work Product) into the System, Client grants to Quorum a royalty-free, non-exclusive, worldwide license, under Client's intellectual property rights, to use, copy, reformat, index, aggregate, modify, display, and distribute Client's Submitted Content, solely for purposes of providing the System and Services to you.
- 4.4. **Trademark Grant From Client.** During the Term, Client hereby grants to Quorum the nonexclusive, nontransferable, royalty-free right and license to use and display the Client trademarks and logos as provided by Client to Quorum solely in conjunction with providing the Action Center, printed/PDF'd reports or other documents generated by Client using the System, and any emails sent by Client via the Outbox, in each case branded with such Client trademarks. Such Client trademarks are and shall remain the property of Client and no rights to Client trademarks are granted to Quorum other than those expressly provided herein. Quorum agrees to use and display the Client trademarks only in accordance with Client's specifications and approvals without any modifications, additions or deletions. To preserve the quality, integrity, and goodwill associated with the Client trademarks, Quorum agrees to cease use of the Client trademarks promptly upon Client's request, for whatever reason; provided, however, that Client shall allow a lead-time for such cessation in use that is reasonable in relation to the cause for Client's request.
- 4.5. **Quorum Intellectual Property; Ownership; Reservation of Rights.** Client acknowledges that the System and Quorum Content and all intellectual property rights embodied in the foregoing are and will remain the property of Quorum and its licensors. Client will have no right, title or interest in or to the System or Quorum Content, except those rights expressly granted to Client by Quorum pursuant to this Agreement. There shall be no licenses or rights implied under this Agreement, based on any course of conduct, or other construction or interpretation thereof. All rights and licenses not expressly granted are reserved by Quorum .
- 4.6. **Restrictions.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOU AGREE NOT TO (i) DUPLICATE, PUBLISH, DISPLAY, DISTRIBUTE, MODIFY, OR CREATE DERIVATIVE WORKS FROM THE SYSTEM; (ii) REVERSE ENGINEER, DECOMPILE,

DISASSEMBLE, OR OTHERWISE SEEK TO DISCOVER THE SOURCE CODE OF THE QUORUM ANALYTICS SYSTEM; OR (iii) COPY OR REDISTRIBUTE THE QUORUM CONTENT OR THE OUTPUT OR OTHER FUNCTIONALITY OF THE QUORUM SYSTEM IN ANY MANNER THAT IS COMPETITIVE WITH THE QUORUM SYSTEM.

- 4.7. **Publicity.** Client grants to Quorum the right to use Client's name, logo and/or other marks for the sole purpose of identifying Client as a user of the Quorum Analytics System. No compensation will be paid with respect to Quorum's use of Client's name and/or trademarks under this grant.
5. **Compliance with Laws.** Client shall only use the System in compliance with generally accepted Internet practices and in compliance all applicable laws, including without limitation, the CAN-SPAM Act (15 U.S.C. §§ 7701-7713), the US Copyright Act (17 U.S.C. § 101 et seq.), US export control laws, and such other laws as may be applicable to the Client Data and Client's use of the System.
6. **Payment Terms.** During the Term of this Agreement, Client shall pay to Quorum an annual fee (the "**Subscription Fee**"), as set forth in the fee quotation provided by Quorum, which is attached and incorporated by reference herein. This fee is non-refundable and is exclusive of all federal, state and local and foreign taxes, levies assessments and withholdings. Client shall bear and be responsible for all such taxes, levies and assessments arising out of this Agreement, excluding only any tax based on Quorum's net income.
7. **Service Levels and Support.** Quorum will use commercially reasonable efforts to maintain availability of the Quorum System during business hours. If you experience issues, please contact us as provided in Section 17 (Contact Us) and we will use commercially reasonable efforts to (i) respond to your request for support, and (ii) provide a resolution. By providing comments/feedback, you grant us the right to use your comments and feedback for the purposes of improving the Quorum Analytics System and our Services.
8. **Monitoring; Revocation or Suspension of Use Privileges.** Subject to Section 4 (Confidentiality), we reserve the right at any time to (i) monitor your use of the System , and (ii) terminate or suspend your use of some or all of the System if you engage in activities that we conclude, in our discretion, otherwise violate applicable law.
9. **Term and Termination.** The "**Term**" of the Agreement shall commence on the Effective Date and continue for the duration of your paid subscription unless Client's account is terminated earlier by either party as provided herein. In the event that either of the parties is in material breach of any obligation under this Agreement, the non-breaching party may terminate this Agreement for cause upon written notice after first: (i) providing the other party with written notice of the breach (a "**Notice of Breach**") and (ii) providing thereafter a thirty (30) day opportunity to cure beginning on the date of receipt by the alleged breaching party of the Notice of Breach. Upon termination of this Agreement, Client shall promptly pay all amounts due and promptly discontinue any and all use of the Quorum Analytics System. All terms and provisions under this Agreement that should by their nature survive the termination of this Agreement will so survive. Upon termination, Client shall be entitled to obtain its Client Data in a format provided by Quorum at no additional charge for a period of thirty (30) days after termination by submitting a request to Quorum in writing. Depending on the size of the Client Data, Quorum will either post a link allowing Client to download the Client Data or work with Client to deliver the Client Data on other digital media or by an automated data feed. Except as set forth above, Quorum shall have no other obligation to save Client Data or to send Client Data to Client. In the event the Client fails to pay

undisputed invoices, Quorum shall not be obligated to retrieve Client Data unless in conjunction with Client's payment of any undisputed amounts. Client agrees and acknowledges that Quorum has no obligation to retain Client Data and that such Client Data will be irretrievably deleted (or otherwise disabled) after the thirty (30) day period following termination.

10. **Representations and Warranties.** Each party represents and warrants that (i) it has the necessary and full right, power, authority and capacity to enter into this Agreement and to perform its obligations hereunder; (ii) it will comply with all laws and regulations applicable to its provision, or use, of the Quorum Analytics System, as applicable; (iii) it owns or controls the rights granted or licensed to the other party herein; and (iv) that the execution and performance of its obligations under this Agreement will not violate any known rights of any third party, any contractual commitments, or any applicable federal or state law or regulation.

Client represents and warrants that (i) it has not falsely identified itself nor provided any false information to gain access to the Quorum Analytics System and that its billing information is correct, and (ii) the Submitted Content it submits to the System will not contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.

11. **Warranty Disclaimer.** QUORUM AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE QUORUM ANALYTICS SYSTEM OR ANY DERIVED ANALYTICS. QUORUM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE QUORUM ANALYTICS SYSTEM WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE QUORUM ANALYTICS SYSTEM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) THE QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE QUORUM ANALYTICS SYSTEM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (D) ERRORS OR DEFECTS WILL BE CORRECTED, OR (E) THE SYSTEM OR THE SERVER(S) THAT MAKE THE QUORUM ANALYTICS SYSTEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE QUORUM ANALYTICS SYSTEM IS PROVIDED TO YOU STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY QUORUM AND ITS LICENSORS.

12. **Limitation of Liability.**

- 12.1. EXCEPT WITH RESPECT TO BREACHES OF SECTION 5 (LICENSE GRANT & RESTRICTIONS), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS ALLEGEDLY GIVING RISE TO A CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES EXCEPT DIRECT DAMAGES, OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR

OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY RELATED TO THE QUORUM ANALYTICS SYSTEM INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE THE SYSTEM OR ANY CONTENT OBTAINED THROUGH THE SYSTEM, ANY INTERRUPTION IN ACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE QUORUM ANALYTICS SYSTEM, EVEN IF THE PARTY FROM WHICH DAMAGES ARE SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **Indemnification.** Quorum shall indemnify and hold Client and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that the Quorum Services or System knowingly infringe the intellectual property rights of a third party, provided that Client (a) promptly gives written notice of the claim to Quorum; (b) gives Quorum sole control of the defense and settlement of the claim (provided that Quorum may not settle or defend any claim unless it unconditionally releases Client of all liability); (c) provide to Quorum all available information and assistance; and (d) have not compromised or settled such claim. Notwithstanding the foregoing, in no event shall Quorum have any obligations or liability under this section arising from any Submitted Content provided by Client.
14. **Assignment.** Neither party may assign its rights or obligations arising out of this Agreement without the other party's prior written consent; provided that no prior consent is required in the event that Quorum participates in a merger or consolidation or is the subject of a purchase of all, or substantially all, of its assets or capital stock.
15. **General.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the Commonwealth of Virginia. The parties further agree that any cause of action arising under this Agreement shall exclusively be brought in such courts. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Quorum's failure to act with respect to a breach by Client or others does not waive its right to act with respect to subsequent or similar breaches. This Agreement and the terms and conditions contained herein set forth the entire understanding and agreement between Quorum and Client with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.
16. **Contact Us.** If you have any questions about this Agreement, or your dealings with Quorum, please contact us at:
info@quorum.us
17. **Definitions.** Capitalized terms have the meanings set out below. Other capitalized terms are defined in the context in which they are used:
 - 17.1. **Baseline Data.** The term "Baseline Data" means information collected by or input into the System concerning Legislators and Legislation.
 - 17.2. **Client.** The term "Client" means an individual or business who has registered with Quorum to use the System.
 - 17.3. **Client Access Credentials.** The term "Client Access Credentials" has the meaning provided in Section 2 (Access to Quorum).

- 17.4. **Client Data.** Client Data includes information stored in the Custom Contacts Database, notes and interactions submitted by the client, and positions taken on legislation.
- 17.5. **Client Work Product.** The term “Client Work Product” means content and other information that a Client inputs in the field or fields that the System designates for Client Work Product (where available).
- 17.6. **Custom Contacts Database.** The term “Custom Contacts Database” means the Quorum tool that enables Clients to manage a database of contact information for non-elected officials and to log meetings and interactions with such non-elected officials.
- 17.7. **Derived Analytics.** The term “Derived Analytics” means analytics resulting from application of the Quorum software, algorithms and tools to the then-current Baseline Data.
- 17.8. **Microsite / Iframe.** The terms “Microsite” and “Iframe” mean Quorum tools, when used in conjunction with each other, that enable Clients to imbed a Quorum widget on the Client website to allow third parties to either take action or log a meeting.
- 17.9. **Official Contact Information.** The term “Official Contact Information” means a Legislator's and his or her staff members' contact information including title, issues, email address and phone number.
- 17.10. **Outbox.** The term “Outbox” means the Quorum bulk email tool that enables Clients to send personalized emails through the Quorum Analytics System.
- 17.11. **Personally Identifiable Information.** The term “Personally Identifiable Information” means a natural person's name, address, telephone number, email address, financial account number, government-issued identifier, employer, or other data that directly identifies or that can be used to directly contact or precisely locate such natural person.
- 17.12. **Quorum Analytics System or System.** The term “Quorum Analytics System” or “System” means the (i) the Quorum Analytics products subscribed to by Client pursuant to a signed quotation.
- 17.13. **Quorum Content.** The term “Quorum Content” means the information obtained through the System, including information, data, statistics, software, artwork, text, video, audio, pictures, content, trademarks, trade dress, and other intellectual property owned by Quorum or its licensors and made available to you through the System and Services.
- 17.14. **Site Vendors.** The term “Site Vendors” means third party service providers contracted by Quorum to perform functions on our behalf, such as hosting or maintaining the System, providing services related to the System, collecting information, responding to and sending electronic mail, or other functions necessary to our business.
- 17.15. **Submitted Content.** The term “Submitted Content” has the meaning provided in the Preamble.
- 17.16. **You.** The term “You” means the Client, Client Authorized Representative accessing and using the Quorum Analytics System and Quorum Content pursuant to this Agreement.

