

QUORUM MASTER SERVICES AGREEMENT – WEB TERMS

This Master Services Agreement ("Agreement") is between Quorum Analytics, LLC, a Delaware limited liability company doing business at 1001 G Street NW, Suite 450 Washington, DC 20001, together with its Affiliates (collectively, "Quorum"), and the entity accepting these terms ("Client"), each of which is a Party and together the Parties. The Effective Date of this Agreement is the date on which Client executes the first Order referencing this Agreement. This Agreement shall remain in effect for so long as any Order executed hereunder remains active. The Effective Date of each Order hereunder is the date on which Client signs that respective Order.

1. ORDERS AND SERVICES

- a. **Orders.** The Parties, or in the case of Client, its Affiliates as applicable, may enter into one or more ordering documents under this Agreement. Each ordering document, which may be titled an Order Form, Service Order, Statement of Work, or other title, together with all its exhibits, appendices, or other attachments, and the applicable Agreement, will be an "Order."
- b. **Services.** "Services" shall collectively refer to all the services provided by Quorum under this Agreement. "Software Services" means Quorum's provision and management of the software-as-a-service products described in an applicable Order (collectively, the "System"), accessed via individual internet login credentials ("User Access Credentials") provided to a User by Quorum, or, where applicable, accessed by a Landing Page User. Services may include the types of services as listed in Appendix A, as well as any Managed Services as outlined by an applicable Order.
- c. **Scope and Applicability of Terms.** This Agreement contains terms and conditions that apply to multiple product lines offered by Quorum. Each product line may have its own product-specific addendum, which will detail any additional or modified terms specific to that product. The product-specific addendums you receive as part of your contract shall indicate terms and conditions of the Agreement that additionally apply to the product(s) you are purchasing. Please note that while certain terms and conditions in this Agreement may not apply to your current purchase, they may become relevant if you purchase other products or services from Quorum in the future. By accepting this Agreement, you acknowledge and agree that the applicability of specific provisions will be clarified by the product-specific addendums included in your contract.

2. ACCESS AND LICENSING

- a. **Access License & Access Details.** Subject to the other terms and restrictions of this Agreement, Quorum grants Client a non-exclusive, worldwide, royalty-free right and license to, during the Term: (i), access the System using User Access Credentials; (ii) view the Documentation; (iii) use the functionality of the System included in the Order; (iv) download, copy, and distribute to Client personnel and contractors Output as reasonably necessary to carry out Client's internal business purposes; (v) display limited portions of Quorum Content or Output that displays Quorum Content to Landing Page Users as reasonably necessary to facilitate Landing Page Users' effective use of Grassroots or Stakeholder Engagement Tools on any Landing Page; (vi) download, process, create derivative works from, and publicly display Output that displays Content, so long as neither Official Contact Information nor News Content is publicly displayed.
- b. **Users.** A "User" is an individual who is authorized under the Agreement and an applicable Order to receive access to the System. Each User shall obtain User Access Credentials to gain access to their account. Quorum shall allow the issue of User Access Credentials for up to the number of Users authorized under an Order. User Access Credentials may not be shared among multiple parties; shared access is considered a material violation of this Agreement. In the event a given party no longer needs access to the System, Client shall have the right to reallocate User Access Credentials to a new individual, so long as the maximum number of Users set forth on an Order is not exceeded and any other restriction on who may qualify as a User as described in the Order and under this Agreement is honored. Except as expressly set forth in an Order or

Addendum, Users may only be employees of Client engaged in work for the specific teams or divisions described in an Order.

- c. **System Monitoring.** Quorum reserves the right to monitor any use of the System for compliance with the obligations of this Agreement and may suspend access to the System or a portion thereof in the event it reasonably believes that the use of the System is in violation of Section 5 (Restrictions and Prohibited Use), violates Applicable Law, or threatens the functionality of the System or the ability of Quorum's other customers to use the System. In the event of such suspension, Quorum will provide notice of the suspension and provide the opportunity to cure the issue; if such issue is not cured within thirty (30) days, Quorum may terminate the applicable Order for cause in accordance with this Agreement, treating the notice of suspension of access to the System as a Notice of Breach.
- d. **Evaluation/Beta Use License.** If any User receives access to features, functionality, or separate User Access Credentials as part of a proof of concept, beta, trial, or evaluation, as identified by Quorum in a separate writing (any of which will be a "Beta Use"), such Beta Use will be subject to this Section 2(d) license in lieu of any other license granted hereunder. Use of a Beta Use product or feature by Client is entirely optional and at Client's discretion. Subject to the specifications, limitations, and restrictions of the applicable Beta Use as may be separately communicated by Quorum, Quorum grants User a limited, non-exclusive, non-sublicensable, royalty-free license to engage in the Beta Use and use any available functionality therein solely for internal evaluation and for purposes of providing Feedback on the Beta Use to Quorum. Beta Use is granted upon Quorum's sole discretion and may be terminated at any time for any reason. In the event a Beta Use is provided it shall be free of charge unless Quorum explicitly states, and Client agrees, otherwise. Features and functionality available in a Beta Use may be inoperable, incomplete, and may never become part of the System on a non-beta basis. Any Beta Use and feature or functionality included therein is Quorum's Confidential Information. Notwithstanding anything to the contrary in this Agreement, Quorum makes no warranty of any kind, provides no indemnification, provides no service level standards, and no support for any Beta Use; Quorum's aggregate liability limit for any liability arising from a Beta Use will not exceed \$100.
- e. **Modifications.** Quorum retains the right to make substantive changes or modifications to our Services at any time without reducing or materially diminishing the functionality of the Services. In the event that Quorum decides to discontinue a product, Quorum will offer a materially similar product to fulfill the remaining term of the Client's contract and assist with any necessary training or customer success efforts related to the transition.
- f. **Artificial Intelligence & Machine Learning.** The System contains various Artificial Intelligence ("AI") features. These features may be used to help Users efficiently review and analyze Quorum Content in the System. Quorum's AI features are clearly labeled in the System and can be used or not used at Client (or its User's) discretion. Only the information that a User specifically inputs into an AI feature will be subject to AI processing. No Client Content is released to open internet AI models for training purposes. Quorum does not, and will not, mix any Client or other customer data to train our AI models. If Client elects to opt-out of AI features including Quincy at any point they may reach out to Quorum Customer Support for assistance. Further information as to how Quorum uses Artificial Intelligence can be found in the Quorum Technical Details document.

3. INTELLECTUAL PROPERTY.

a. Ownership.

- i. **Quorum.** All rights, title, and interest in and to the System, including but not limited to the software, code, algorithms, user interface designs, documentation, trademarks, trade secrets, and any enhancements, modifications, or updates thereto, are and shall remain the sole and exclusive property of Quorum. This includes any Quorum Content and intellectual property developed during the term of this Agreement, whether at the request or suggestion of the customer or

otherwise. "Quorum Content" is defined as any data or information provided, published, and/or displayed through the System that is not Client Content. Quorum Content includes information that Quorum creates, generates, aggregates, derives, or licenses, including but not limited to legislative information, news content, demographic and contact information for government officials and staffers, agenda information, event information, and Outputs.

- ii. **Client.** All rights, title, and interest in and to the data provided by the Client, its Users, or its Landing Page Users and uploaded to the System ("Client Content") remain the sole property of the Client. The Client grants Quorum a non-exclusive, royalty-free, worldwide license to use, process, store, and transmit the Client Content solely for the purposes of providing the services described in this Agreement.
 - iii. "Content" encompasses both Client Content and Quorum Content, as applicable to the context.
 - b. **Feedback.** By providing any information, comments, or feedback about the Services generally, or any particular feature or functionality of the System that does not uniquely concern Client or Client Content, or by interacting with, and/or rating the effectiveness or accuracy of System features (collectively, providing "Feedback") Client grants Quorum, without charge, the right to use, share, apply, and commercialize such Feedback so long as nothing in this grant will be deemed to grant Quorum an additional license to any Client Confidential Information, patents, copyrights, or other intellectual property, absent an express written grant from Client. All Feedback provided by Client is provided as-is without any express or implied warranties.
 - c. **Output.** All materials, outputs, or derivative works generated, created, or derived from the use of the System, including but not limited to data, reports, visualizations, and analyses ("Outputs"), shall be the sole and exclusive property of Quorum. For clarity, this clause does not transfer ownership of any Client Content; Quorum acknowledges and agrees that Client Content remains the property of the Client. Subject to the terms of this Agreement, Quorum grants Client a limited, non-transferable, and revocable license to use the Outputs solely for Client's internal business purposes during the term of this Agreement. Additionally, to the extent any Output only displays Client Content, or the results of applying Derived Analytics only to Client Content, Client shall have all right and title to such Output and is the sole owner of such Output.
 - d. **Use to Provide Services.** Subject to the restrictions and limitations of this Agreement and the applicable Order, Client grants to Quorum a royalty-free, non-exclusive, worldwide license, during the Term of any applicable Order, to process, use, copy, reformat, index, aggregate, modify, display, and distribute Client Content, including Trademark Material, solely as reasonably necessary to provide and support the Services to Client and as instructed or requested by Users and Landing Page Users through their use of the System.
 - e. **Usage Data and Anonymized Data.** Subject to the other requirements of this Agreement, Quorum may collect, use, and analyze system interactions and inputs related to Client's use of the Services to create, generate, and derive information including metadata about Users' and Landing Page Users' use of the System; such information is "Usage Data". Quorum may use and disclose Usage Data to its personnel and its Subprocessors for internal business purposes to (i) monitor, enhance, and improve its products and services and (ii) provide customer success, customer support, and customer account executive services to its customers including Client so long as no other customer receives the Client Usage Data or any underlying Client Content. Additionally, Quorum may aggregate, analyze, and derive anonymized statistical information from Usage Data ("Anonymized Data"). Such Anonymized Data may be publicly disclosed or distributed so long as neither Client's, nor its Users', nor its Landing Page Users' identity can reasonably be publicly determined from the Anonymized Data and so long as the de-anonymized Usage Data is never publicly disclosed. The license to use and disclose Usage Data and Anonymized Data shall survive termination of the Agreement.

- f. **Reservation of Rights.** Each Party has no right, title, or interest in the other's Content or Confidential Information except those rights expressly licensed or granted under this Agreement or an applicable Order. There shall be no licenses or rights implied under this Agreement or any Order based on any course of conduct, or any other construction or interpretation thereof. All rights and licenses not expressly granted are hereby reserved.
4. **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 customer of Quorum. All other media releases, public announcements, and public disclosures related to Parties, this Agreement, or its subject matter shall be coordinated in advance by Parties' mutually written agreement. No compensation will be paid with respect to Quorum's use of Client's name and/or trademarks under this grant.
5. **RESTRICTIONS AND PROHIBITED USE.** Client may not, and may not allow any third party to: (i) duplicate, publish, display, distribute, modify, sell or create derivative works from the System, Quorum Content, or Documentation, except as specifically allowed in Section 2 (Access and Licensing) of this Agreement; (ii) reverse engineer, decompile, disassemble, or try to discover the object code or source code of the System; (iii) engage in any prohibited use as outlined in this Agreement; (iv) use, access, or integrate any data provided through an application programming interface (API) that is not expressly authorized under this Agreement or an applicable Order, regardless of whether such data is technically accessible through the API provided to Client; (v) submit any Quorum Content to artificial intelligence processing that exposes the content to an open internet model or uses the content to train an open internet model; (vi) submit any data to the System that is considered Personal Health Information under the Health Information Portability and Accessibility Act ("HIPAA"); (vii) submit any credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards ("PCI DSS"), unless an Order includes Payment Processing and the data is required for that functionality; (viii) use the Services in any way that violates this Agreement, applicable laws, or licenses, including such use by Client, its Users, or Landing Page Users; (ix) use the Services for the benefit of any state sponsor of terrorism as determined by the U.S. government in violation of 42. USC Sec. 2385; (x) use the Services to promote or advocate for violence against any individual or group, or advocate or promote fighting words that incite others to inflict injury or commit violence; (xi) use the services to benefit or promote any organization that has been publicly designated by the U.S government as an organization promoting or committing hate crimes; (xii) use the Services in a defamatory or obscene manner; (xiii) use information about the System or any Quorum Content to develop or promote a competing product or service to the Services; (xiv) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice or any other notice or legend included on or embedded in any part of the System, including, but not limited to, any screen displays, Output or any other products or materials provided by Quorum hereunder or (xv) violate any applicable anti-bribery, anti-corruption, or export control laws, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, or laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or use the System in a manner that would cause either Party to be in violation of such laws.
6. **CONFIDENTIALITY**
- a. **Definition.** "Confidential Information" is any information disclosed or provided by one Party to the other Party under this Agreement that is either marked as confidential or would normally be considered confidential under the circumstances, including any specific information about a Party's operations, customers, business or strategy plans, trade secrets, or other proprietary information. All Client Content is the Confidential Information of Client. The System is the Confidential Information of Quorum. Information that would otherwise be considered Confidential Information is not Confidential Information if it is (a) generally known to the public through no act or omission of recipient; (b) independently developed by the recipient without use of or reference to the discloser's Confidential Information; or (c) obtained by recipient from any third party not owing any confidentiality obligation to the discloser.
- b. **Protections.** During the Term of this Agreement or any Order, each Party may receive the Confidential Information of the other Party. Each Party will protect the other's Confidential Information from unauthorized disclosure, dissemination, or use with the same degree of care that it uses to protect its own Confidential Information, but in no

event less than a reasonable amount of care. Except as required by law or legal process, each Party will use the other's Confidential Information only as reasonably necessary: (i) to provide or receive Services under this Agreement; (ii) as authorized or licensed under the Agreement; or (iii) to engage its vendors including Subprocessors, or professional advisors, each of whom are under at least a substantially equivalent duty of confidentiality, in order to receive services or advice from them. Additionally, a Party shall only disclose the other Party's Confidential Information to individuals that have a need to know such Confidential Information for the purposes permitted under this Agreement, and only if such person is subject to an existing obligation of confidentiality and non-disclosure with respect to such Confidential Information that is no less stringent than the obligations set forth herein. Each Party shall be liable hereunder for any failure of its personnel or any other individual to whom it has disclosed the other's Confidential Information to keep the Confidential Information confidential.

- c. **Required Disclosures.** In addition to the permitted disclosures herein, should a Party be required to disclose the other Party's Confidential Information pursuant to the terms of a valid subpoena or other order issued by a court of competent jurisdiction to which such Party is subject, or pursuant to other legal process, the Party required to make such disclosure shall (i) disclose only that portion of Confidential Information that, in the opinion of its counsel, is legally required to be disclosed and (ii) use commercially reasonable efforts to seek a protective order for the information or otherwise obtain assurance from the disclosing party that such Confidential Information will continue to be treated as confidential.
 - d. **Equitable Relief.** Both Parties acknowledge that the breach or threatened breach of any obligation or duty set forth in this Section 6 will cause immediate and irreparable harm to the non-breaching Party and an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching Party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the breaching Party as a remedy for any such breach or threatened breach, without the necessity of proof of actual damage or loss and without the necessity of posting any surety or bond. The exercise by a Party of any right or remedy available under this Section 6 shall not preclude such Party from exercising any other right or remedy to which it is entitled at law, in equity or otherwise.
 - e. **Destruction.** Upon written request by Client, Quorum shall destroy all Client Confidential Information and provide written assurances of such destruction.
 - f. **Permitted Retention.** Notwithstanding anything to the contrary in this Agreement, each Party may (i) retain the other's Confidential Information in archival storage in accordance with its internal data retention policies (but only to the extent such retention is otherwise permitted by Applicable Law), and (ii) retain copies of such Confidential Information to the extent necessary to comply with Applicable Law.
7. **PERSONAL INFORMATION PROCESSING AND DATA SECURITY.** Quorum will process Client's Personal Information in accordance with and abide by the security measures set forth in Annex II below, and the provisions are incorporated by reference into this Agreement as if set forth fully herein and subject to the other provisions of this Agreement.
8. **TERM AND TERMINATION**
- a. **Term.** This Agreement shall commence on the Effective Date and remain in effect as long as there are any active Order Forms governed by this Agreement, or until terminated in accordance with this Section 8 ("Term"). **Each Order under this Agreement shall have an "Initial Subscription Term" beginning on the Start Date indicated on the Order. Following the Initial Subscription Term, each Order shall automatically renew for successive periods equal in length as the immediately preceding term (each a "Renewal Subscription Term"), commencing on the day after the prior Subscription Term ends. The Fee for each Renewal Subscription Term shall be: (i) for a one-year renewal term, the greater of CPI or six and one half percent (6.5%), applied annually; (ii) for a two-year renewal term, the greater of 75% of CPI or four and a half percent (4.5%), applied annually; and (iii) for a three-year or longer renewal term, the greater of CPI or three percent (3%). If the Fee during the prior**

Subscription Term included any one-time discounts as specified in an Order, the Fee for any discounted item may be increased to the then-current list price for that item as of the Renewal Subscription Term. Client may terminate an upcoming Renewal Subscription Term by providing written notice to support@quorum.us of the termination at least thirty (30) days before the Start Date of the upcoming Renewal Subscription Term.

- b. **Termination for Cause.** If either Party materially breaches the terms of this Agreement and the breach is not cured (or curable) within thirty (30) days after written notice of the breach (“Notice of Breach”), then the other Party may terminate this Agreement and/or the applicable Order(s) under this Agreement upon written notice to the breaching party. If this Agreement is terminated by Quorum for Client’s uncured breach, Client shall pay within thirty (30) days any fees which are payable to Quorum prior to, or after the effective date of termination. If Quorum provides a Notice of Breach, Quorum may suspend Client’s access to the Services without penalty until the breach is cured.
 - c. **EU Data Act Termination.** Clients to whom EU Regulation (EU) 2023/2854 applies may terminate this Agreement for convenience at any time upon thirty (30) days’ prior written notice to Quorum pursuant to their rights under EU Regulation (EU) 2023/2854. In the event of such termination, all fees due or payable under the Agreement or applicable Order Form shall remain payable and are non-refundable. Client shall not be entitled to any refund, credit, or offset of prepaid or unused fees. If Client opts to exercise their rights under this law to transition to another vendor, Client must give Quorum sixty (60) days’ notice in order to obtain reasonable support and assistance from Quorum for its transition. The transition period shall commence upon the expiration of the applicable notice period and shall continue for up to thirty (30) days (the “Transition Period”). If, due to technical or operational constraints, it is not possible to complete the transition within the Transition Period, the Transition Period may be extended for such additional time as reasonably necessary, not to exceed seven (7) months in total. Client shall have the right, on one occasion, to extend the Transition Period for a duration determined by Client, provided that the aggregate Transition Period (including such extension) shall not exceed the seven (7) month maximum. Client shall remain responsible for all fees and costs incurred during the Transition Period, including any extension thereof. Quorum will provide reasonable assistance during the switching process, including: (i) ensuring that the Services continue to function throughout the Transition Period; (ii) providing reasonably clear information about known risks to the continuity of the service; and (iii) continuing to protect Client’s data throughout the switching process. Quorum shall make available to Client a reasonably exhaustive specification of the categories of data and digital assets that are exportable and that may be transferred to Client or a successor provider, including any data generated by or directly relating to Client’s use of the Services, and shall also identify any data strictly necessary for the internal functioning of the Services that cannot be transferred because it constitutes Vendor’s trade secrets, provided that such exclusion shall not unreasonably hinder or delay the switching process.
 - d. **Effect of Termination.** Upon termination of an Order or this Agreement, Client shall immediately cease all use of the Services. Upon written request within thirty (30) days of termination, Client may receive a copy of its Client Content in a format mutually agreed to by the Parties at no additional charge. Quorum may delete all Client Content thirty (30) days after termination of the Agreement in accordance with its document retention policies and Applicable Law. The post-termination licenses of Section 2 (Access and Licensing); Section 3 (Intellectual Property); Section 5 (Restrictions and Prohibited Use); Section 6 (Confidentiality); and any other terms and provisions under this Agreement that should by their nature survive the termination of this Agreement or any Order will so survive.
9. **PAYMENT TERMS.** Client shall timely pay Quorum the total fee due (“Fee”) as set forth in the applicable Order and on the conditions described therein. The Fee is non-refundable and is exclusive of all federal, state, 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. The failure to timely make a payment in accordance with the conditions indicated on an Order is a material breach of this Agreement, and Quorum may suspend Client's access to the System for nonpayment of any undisputed amounts. Any purchase order or other ordering document sent to Quorum by Client shall be deemed informational only, and any terms and conditions contained therein shall be null and void unless expressly agreed to in writing by both parties. The payment terms set forth in an Order including any pay by dates, shall commence on the Order's Start Date, irrespective of the date of any invoice or purchase order, unless modified on the Order. If Client elects to pay by credit card, Client shall be responsible for all third-party payment processing fees, which will be added to the invoice total. Any additional Users or additional products or features purchased by Client during the Term shall be prorated and co-terminate with the then-current Subscription Term.

10. SERVICE LEVELS AND SUPPORT.

- a. **Service Levels.** Quorum shall use commercially reasonable efforts to maintain availability of the System at all times.
- b. **Support Requests.** Quorum shall provide customer support during business hours from 9:00 AM to 6:00 PM EST, Monday through Friday, excluding U.S. federal holidays and other days when Quorum has provided notice through the System that support will be limited or unavailable. Client may contact Quorum customer support by email at support@quorum.us or by using "Live Chat" functionality within the System during available support hours. Client shall receive a response within one business day.
- c. **Client Support.** Quorum may assign a Customer Success Manager to Client for additional training and support, or as part of a Managed Services package as specified in an Order. Client may access the "Quorum School" and "Quorum Help Center" resources within the System at any time. Clients may request further training at no additional charge.

11. REPRESENTATIONS AND WARRANTIES.

- a. **Warranties.** Each Party mutually 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 Applicable Law, including without limitation, on the part of Client's use of the System: the Telephone Consumer Protection Act, the Federal Communication Commission's TCPA Declaratory Ruling and Order, the CAN-SPAM Act (15 U.S.C. §§ 7701-7713), and the US Copyright Act (17 U.S.C. § 101 et seq.), and for each Party: US export control laws, and any anti-bribery or anti-corruption laws; (iii) it owns or controls the rights granted or licensed to the other party herein; (iv) its Content will not contain any malicious code or computer virus or any other type of content that is intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or Personal Information; and (v) 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 Law.
- b. **Limitation of Warranty.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, QUORUM MAKES 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, CONTENT, OR OUTPUT. THE QUORUM ANALYTICS SYSTEM IS PROVIDED TO CLIENT 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, OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY QUORUM.
- c. **Disclaimer.** Quorum does not guarantee project improvement or specific outcomes for Client based on the services provided under this Agreement. The Quorum Content, reports, and any Output produced by the System are intended to support informed decision-making but do not ensure improved performance or success. Any decisions

made by Client in reliance on the System or any services under this Agreement, or Client's interpretation of any content therein are Client's own.

12. LIMITATION OF LIABILITY.

- a. **Types of Damages.** 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.
- b. **Aggregate Liability Amount.** EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, 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 CLIENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS ALLEGEDLY GIVING RISE TO A CLAIM.
- c. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DAMAGES CAUSED BY GROSS NEGLIGENCE, OR FOR FRAUD.

13. INDEMNIFICATION.

- a. **Definitions.** A Party, its Affiliates, and its directors, officers, and employees, may be an "Indemnified Party." Any actual, alleged, threatened, pending or completed disputes, claims, actions, lawsuits, issues, matters, appeals, arbitrations, subpoenas, investigations, requests to serve as a witness, or proceedings, from a third party is a "Third Party Claim." Any damages, losses, reasonable attorneys' fees, costs, expenses, liabilities and settlement amounts arising from a Third Party Claim are a "Loss" and collectively, "Losses."
- b. **Quorum Indemnification.** Quorum shall indemnify, defend, and hold harmless Client and any Client-related Indemnified Party from Losses arising out of a Third Party Claim alleging that the System or any Quorum Content infringes the intellectual property rights of a third party.
- c. **Client Indemnification.** Client shall indemnify, defend, and hold harmless Quorum and any Quorum-related Indemnified Party from Losses arising out of a Third Party Claim arising out of or in connection with (i) Client's material breach of its obligations under this Agreement; (ii) Client's prohibited use of the System; or (iii) any dispute between Client and Client's Users, stakeholders, supporters, or advocates who enter information into the System or Client Contacts.
- d. **Indemnification Procedure.** The Party seeking to be an Indemnified Party under this section shall (a) promptly give notice of the Third Party Claim to the indemnifying Party, and to the extent any Third Party Claim is prejudiced by delayed notice, the indemnifying Party's obligation will be reduced by the amount of such prejudice; (b) give the indemnifying Party sole control of the defense and settlement of the Third Party Claim (provided that the indemnifying Party may not settle or resolve any Third Party Claim unless it unconditionally releases the Indemnified Party of all liability and fault, or otherwise obtains the Indemnified Party's written consent to such settlement or resolution); (c) provide to the indemnifying Party all reasonable and available information and assistance; and (d) have not compromised or settled such Third Party Claim. The indemnifying Party shall bear all costs and expenses of such defense.

14. GENERAL

- a. **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 corporate reorganization, merger, or consolidation, or is the subject of a purchase of all, or substantially all, of its assets or capital stock for the entire organization or a specific business line.

- b. **Insurance.** Quorum shall at its sole cost through the Term of this Agreement, maintain commercial insurance coverage written by an insurer maintaining an A.M. Best's rating of A-VII or better that includes commercial general liability coverage of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate; cyber liability coverage, including technical errors and omissions, of at least \$5,000,000 per occurrence and \$5,000,000 in the aggregate; and excess liability of at least \$5,000,000 per occurrence.
- c. **Force Majeure.** Quorum shall not be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemics or pandemics, labor disputes, war, terrorism, civil unrest, governmental actions, utility failures, denial-of-service attacks, or internet or telecommunications disruptions. In addition, Quorum shall not be liable for any unavailability or limited functionality of the Services resulting from the acts or omissions of third-party service providers, including but not limited to restrictions, suspensions, or enforcement of their respective terms of service, acceptable use policies, or content standards.
- d. **No Waiver Construction.** Either party's failure to insist in any one or more instances upon strict performance by the other party of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.
- e. **Jurisdiction.** Except as otherwise explicitly stated in an applicable attachment, this Agreement shall be governed in all respects by the laws of the State of Delaware 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 of the State of Delaware, unless mutually agreed upon otherwise.
- f. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by electronic transmission shall be deemed valid and binding for all purposes.
- g. **Entire Agreement and Severability.** 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. If any portion or provision of this Agreement is, to any extent, declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- h. **Precedence.** Where there is a conflict or inconsistency between the terms and conditions of this Agreement and an Order, this Agreement will control unless the Order expressly provides that the conflicting or inconsistent terms take precedence over this Agreement. The terms of an Order and this Agreement take precedence over any additional, inconsistent, or conflicting terms contained in a purchase order or order acceptance, warranty statement, or other similar documentation provided by Client unless such terms are explicitly acknowledged by reference in this Agreement or the applicable Order, and signed by both parties. Any conflicting terms and conditions proposed by the Client but not mutually agreed to in a signed writing by both parties are hereby expressly rejected.
- i. **Notices.** All notices required or permitted under this Agreement shall be in writing and delivered by personal delivery, reputable overnight courier, or certified mail (return receipt requested). Notices will be deemed given upon receipt or when delivery is refused. Each Party may update its notice contact information by providing notice to the other Party in accordance with this Section.
 - i. **Legal Notices:**

1. **To Quorum:**
Attn: Legal Department
Quorum Analytics Inc.
1001 G Street NW, Suite 450 Washington, DC 20001
legal@quorum.us
 2. **To Client:**
at the mailing or email address noted on an Order, unless otherwise specified
- ii. **Security Notices:**
Security-related notices, including notices of actual or suspected data breaches, shall be sent via email as follows:
1. **To Quorum:** security@quorum.us
 2. **To Client:** at the email address noted on an Order, unless otherwise specified

15. DEFINITIONS

- a. "Affiliate" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with a Party (as the context allows), where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise. A Client Affiliate is any Affiliate of Client.
- b. "Anonymized Data" is anonymized statistical information aggregated, analyzed, and derived from Usage Data.
- c. "Applicable Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate, or resolution relating whose jurisdiction and subject matter are applicable to a Party's actions taken under this Agreement.
- d. "Artificial Intelligence Processing" is processing of Content or Feedback by artificial intelligence.
- e. "Beta Use" means access received by User to features, functionality, or separate User Access Credentials as part of as part of a proof of concept, beta, trial, or evaluation, as identified by Quorum in a separate writing.
- f. "Client Contact" is any individual whose name, contact information, or other details are entered into the System by Users or Landing Page Users, using the Custom Contact functionality.
- g. "Client Content" means the data provided by the Client, its Users, or its Landing Page Users, and uploaded to the System.
- h. "Content" encompasses both Client Content and Quorum Content, as applicable to the context.
- i. "Comments" is any other text entered into, or text option selected in the System.
- j. "Confidential Information" is any information disclosed or provided by one Party to the other Party under this Agreement that is either marked as confidential or would normally be considered confidential under the circumstances, including any specific information about a Party's operations, customers, business or strategy plans, trade secrets, or other proprietary information.
- k. "Outputs" means all materials, outputs, or derivative works generated, created, displayed, downloaded, or derived from the use of the System, including but not limited to data, reports, visualizations, analyses, models, algorithms, or other results. This shall include anything which includes Baseline Data, the results of applying Derived Analytics to Baseline Data, and the result of the Quorum System's tools being applied to Submitted Content from the Client.
- l. "Derived Analytics" are the result of the System processing and analyzing Content using its proprietary algorithms and computer programming, displayed as Output.
- m. "Documentation" means all material made available by Quorum that describes the design, function, operation, and use of the System, including user manuals, guides, training materials, release notes, and working papers, the Quorum Help Center, and Quorum School.

- n. “Feedback” refers to Client providing any information, comments, or feedback about the Services generally, or any particular feature or functionality of the System that does not uniquely concern Client or Client Content, and/or rating the effectiveness of System features.
- o. “Landing Page” is an internet page hosted by Quorum as part of the System that permits Landing Page Users to enter information into the System and/or take grassroots actions facilitated by and processed through the System.
- p. “Landing Page User” is an individual who accesses and interacts with the Landing Page to use the System to view and consume information, enter information into the System, or otherwise perform actions facilitated by and processed through the System.
- q. “Managed Services” means any services identified as such in an Order. The details of any Managed Services provided will be set forth in an accompanying Statement of Work. To the extent Managed Services include tangible items to be produced as part of the Managed Services, such items will be considered “Deliverables” solely if expressly identified as such in an Order. The Parties acknowledge and agree that none of the System, any component therein, any Quorum Content, any Support Services, nor any Documentation is considered Managed Services or Deliverables. There are no Managed Services or Deliverables beyond those explicitly described in an applicable Order and accompanying Statement of Work.
- r. “News Content” is news content assembled and displayed in the System.
- s. “Notes” is any information entered into the System by Users and labeled a note in the System.
- t. “Official Contact Information” is contact information of public officials assembled and displayed in the System.
- u. “Order” means, collectively, each ordering document, which may be titled an Order Form, Service Order, Statement of Work, or other title, together with all its exhibits, appendices, or other attachments, all of which comprise a part of this Agreement.
- v. “Personal Information” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person and includes, without limitation, any information about a Client Contact or User or Landing Page User that any Applicable Law on data protection considers Personal Information.
- w. “Quorum Content” means any data or information provided, published, and/or displayed through the System that is not Client Content. Quorum Content includes information that Quorum creates, generates, aggregates, derives, or licenses, including but not limited to legislative information, news content, demographic and contact information for government officials and staffers, agenda information, event information, and Derived Analytics.
- x. “Search Terms” is any text entered into the search bar of the System.
- y. “Services” means, collectively, all the services provided by Quorum under this Agreement.
- z. “Subprocessor” means a third-party vendor engaged by Quorum to provide a portion of the functionality of the Services that processes any Personal Information of Client or other Client Content in the course of providing such functionality. A complete list of Quorum Subprocessors may be found at: <https://www.quorum.us/info/current-subprocessors/>.
- aa. “System” means, collectively, Quorum’s provision and management of the software-as-a-service products described in an applicable Order.
- bb. “Trademark Material” is any trademark, service mark, logo, or branding material submitted to the System.
- cc. “Usage Data” is information including metadata about Users’ and Landing Page Users’ use of the System created, generated, and derived by processing and analyzing Client Content.



- dd. "User" means an individual who is authorized under the Agreement and an applicable Order to receive access to the System.
- ee. "User Access Credentials" are individual internet login credentials to Quorum's System.

By executing an Order Form that references this Agreement, Client agrees to be bound by the terms and conditions set forth in this Agreement.

Appendix A – Software Services

Quorum Products

- **Quorum Federal:** Client will have access to the world’s most comprehensive database of legislative information and includes the ability to track legislation and social media, analytics on legislators, contact information for legislative staff, and outreach tools to log meetings with legislators in addition to Quorum Outbox for sending mass emails. The “System” for Quorum Federal consists of Baseline Data, Derived Analytics, Official Contact Information, and Outbox.
- **Quorum State:** enables Clients to track and manage legislation across all 50 states in addition to contact information and social media feeds of legislators, analytics on their relationships, and the ability to log meetings and send mass emails through Outbox. The “System” for Quorum State consists of Baseline Data, Derived Analytics, Official Contact Information, and Outbox.
- **Quorum Local:** This product provides social media tracking of city and county officials’ Facebook and Twitter pages as well as Official Contact Information and, for some jurisdictions and users, local meeting agendas. It also includes the ability to log meetings and send mass emails through Outbox. The “System” for Quorum Local consists of Baseline Data, Derived Analytics, Official Contact Information, and Outbox.
- **Quorum Grassroots:** This product provides tools for Clients’ advocates to learn about issues, register to take action, and contact their legislators by email, phone, or Twitter. Quorum Grassroots also includes the ability to upload and store a database of advocates and e-mail them action alerts. The “System” for Quorum Grassroots consists of Quorum Action Center, Outbox, and Custom Contact Database.
- **Quorum PAC:** This product provides Clients functionality to solicit, process, and track political contributions from stakeholders and file required statements with the FEC. The “System” for Quorum PAC consists of Custom Contact Database, Official Contact Information, Outbox, and Derived Analytics.
- **Quorum School Board:** Client will have access to contact information for 100k+ school board officials, 16k+ school districts, and existing agenda data. Quorum School Board provides engagement tools to reach out to school board officials across every school district in the country to help teams keep an ear to the ground to navigate and influence education policy nationwide.
- **Quorum Single State Local:** Client will have access to social media tracking of city and county officials Facebook and Twitter pages as well as Official Contact Information and, for some jurisdictions and users, local meeting agendas. It also includes the ability to log meetings and send email through Outbox. The “System” for Quorum Single State Local consists of Baseline Data, Derived Analytics, Official Contact Information, and Outbox.
- **Quorum Single State:** Client will be able to track and manage legislation in a single state in addition to contact information and social media feeds of legislators, analytics on their relationships, and the ability to log meetings and send email through Outbox. The System for Quorum Single State consists of Baseline Data, Derived Analytics, Official Contact Information, Outbox, and Custom Contacts Database.
- **Quorum Stakeholder:** This product enables Clients to upload and store contact information of stakeholders, track interactions with Custom Contacts, and send emails updating Custom Contacts from key events. Quorum Stakeholder also includes the ability for stakeholders to log meetings and register for events (collectively, “Stakeholder Engagement Tools”). The “System” for Quorum Stakeholder consists of Stakeholder Engagement Tools, Outbox, and Custom Contact Database.
- **Quorum News Monitoring:** This product enables Clients to track and monitor content from news publications as well as interact with news data in Quorum’s tools. The “System” for Quorum News Monitoring consists of News Content and Derived Analytics.
- **Quorum EU for US Customers:** This product provides Clients access to the world’s most comprehensive database of legislative information and includes the ability to track

legislative information and social media, analytics on government officials, contact information for government official staff, and outreach tools to log meetings with government officials in addition to Quorum Outbox for sending mass emails. The “System” for Quorum EU for US Customers consists of Baseline Data, Derived Analytics, Official Contact Information, and Outbox.

- **Quorum EU-Standard:** This product provides Clients access to the world’s most comprehensive database of legislative information and includes the ability to track legislation and social media, analytics on officials, contact information for officials, and outreach tools to log meetings with officials in addition to Quorum Outbox for sending mass emails. The “System” for Quorum EU consists of Baseline Data, Derived Analytics, Official Contact Information, and Outbox.
- **Quorum Global:** This product provides access to the given country’s officials, legislation, and dialogue tracking at the national level, social media tracking of international officials’ Facebook and Twitter pages, Official Contact Information, and the ability to log meetings and send mass emails through Outbox. The “System” for Quorum International consists of Baseline Data, Official Contact Information, and Outbox.
- **Quorum Communications:** This product provides Clients with news sources as well as contact information for journalists and other news author sources (collectively, “News Contact Information”). The “System” for Quorum Communications consists of News Content, News Contact Information, Outbox, and Derived Analytics.
- **KnowWho Contact Directories:** This product provides comprehensive up-to- date contact, biographical, and professional information for federal, state, and local U.S. officials and their staffers. The “System” for Contact Directories consists of Baseline Data, Official Contact Information, and to the extent reflected on an Order, Salesforce Applications. Contact Directories are provided through Salesforce.com and knowwho.com.
- **Quorum Launchpad Onboarding:** Client will have access to a hybrid, live and self-paced, e-learning program dedicated to training Client on the topics that matter most to Client’s organization. Quorum Launchpad provides an opportunity to attend lab-style live trainings, led by a Quorum expert, to help Client configure Client’s settings and workflow. Client will be able to attend office hours to ask questions and learn best practices with other users who have recently joined Quorum. These onboarding resources will be available to Client for a twelve-month term. Any renewal terms or additional training support shall be contracted for in a mutually agreed-upon signed statement of work or other document by the parties.

Legacy Products

- **PAC Classic:** This product provides Clients functionality to solicit, process, and track political contributions from stakeholders, track PAC disbursements, and file required statements with the FEC and state authorities. The “System” for PAC Classic consists of Custom Contacts, Official Contact Information, Outbox, Payment Processing, and Derived Analytics. PAC Classic is provided on a legacy platform outside of quorum.us.
- **Capitol Canary (Phone2Action) Advocacy:** This product provides Clients tools to reach advocates, encourage them to participate in campaigns, and track their actions. The “System” for Capitol Canary (Phone2Action) Advocacy consists of Custom Contact Database, Hosted Applications, and Emailer. Advocacy products are provided through phone2action.com.
- **Capitol Canary Federal, State, and Local Intelligence:** This product provides Clients access to basic legislative tracking and official information as well as donor contribution information and school board information. The “System” for Intelligence products consists of Baseline Data. Intelligence products are provided through govpredict.com.

Exhibit A
Lexis Nexis Subscription

Subscriber agrees that all access to and use of content made available by LexisNexis, a division of RELX Inc. (“LexisNexis”), through (or in connection with) Quorum shall be provided for media monitoring and evaluation purposes only and is subject to any executed Master Agreement or other agreement by and between LexisNexis and Subscriber, or in the absence of such executed agreement, the terms and conditions provided in the General Terms and Conditions for Use of the LexisNexis Services (and updates thereof) available online at www.lexisnexis.com/terms/general (the “General Terms”). Subscriber further agrees that the General Terms (or other executed agreement) constitute and form a separate binding agreement between LexisNexis and Subscriber and that LexisNexis has the right to assert and enforce this Agreement, including the General Terms (or other executed agreement), directly on its own behalf. LexisNexis’ consent to the terms of this Agreement shall be evidenced by providing Subscriber with the means to access LexisNexis content.



Exhibit B
List of Sub-Processors

The controller has authorized the use of the sub-processors listed at <https://www.quorum.us/info/current-subprocessors>. The list of sub-processors will be updated 30 days in advance of any change.

**GDPR Addendum
(FOR CLIENTS WITH EU USERS OR EU CUSTOM CONTACTS)**

To the extent this GDPR Addendum applies to Client's use of Quorum due to Client users being subject to GDPR protections, the business hours listed in Section 9 of the Agreement shall instead be 09:00am to 6:00pm GMT. To the extent this GDPR Addendum applies to Client's use of Quorum due to the Client inputting Custom Contacts subject to GDPR protections, the jurisdiction applied to the Agreement will be Belgium.

**STANDARD CONTRACTUAL CLAUSES
Controller to Processor**

SECTION I

Clause 1

Purpose and scope

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of data to a third country.
 - (b) The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
 - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')
- have agreed to these standard contractual clauses (hereinafter: 'Clauses').
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
 - (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8.1(b), 8.9(a), (c), (d) and (e);
 - (iii) Clause 9(a), (c), (d) and (e);
 - (iv) Clause 12(a), (d) and (f);

- (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18(a) and (b).
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4
Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5
Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6
Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7
Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8
Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets

or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- (d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union¹ (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

- (a) The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least ten (10) business days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

¹ The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

Processor further commits to the terms of these Standard Contractual Clauses with respect to Switzerland and, if and when recognized by the United Kingdom as a lawful transfer mechanism, the United Kingdom.

- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- (c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- (e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

- (a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- (b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

- (a) Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15**Obligations of the data importer in case of access by public authorities****15.1 Notification**

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

- (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or

- (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.
In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.
- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Belgium.

Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Belgium.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

Name: **Client Listed on the Order Form associated with this Agreement**

Address: **Listed on Order Form**

Contact person's name, position and contact details: **Listed on Order Form**

Activities relevant to the data transferred under these Clauses: **See Agreement and the Description of Transfer below.**

Signature: _____

Date: _____

Role: **Controller**

Data importer(s):

Name: **Quorum Analytics, Inc.**

Address: **1001 G Street NW, Suite 450 Washington, DC 20001**

Contact person's name, position and contact details: **Provided Separately**

Activities relevant to the data transferred under these Clauses: **See Agreement and the Description of Transfer below.**

Signature: _____

Date: _____

Role: **Processor**

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

Client is solely responsible for identifying the Data Subjects to whom the Client Personal Data relates. (See, e.g., Agreement at Section 1.5.).

Categories of personal data transferred:

Client is solely responsible for determining the categories of Personal Data in the Client Personal Data, and for identifying those categories for Quorum if necessary; Quorum only stores such data at Client's direction.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

Client is solely responsible for determining the special categories of Personal Data in the Client Personal Data, if any, and for identifying those categories for Quorum if necessary. Quorum only stores such data at Client's direction.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Ongoing, strictly as needed to perform the services under the Agreement.

Nature of the processing:

The nature and purpose of the Processing of the Client Personal Data are set out as described in the Agreement. (See, e.g., Agreement at Section 1.) Quorum Processes Client Personal Data that Client chooses to upload to the Quorum System. (See, e.g., Agreement at Section 1.5.).

Purpose(s) of the data transfer and further processing:

The subject matter and duration of the Processing of the Client Personal Data are set out in the Agreement. (See, e.g., Agreement at Sections 1, 10.).

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:
The subject matter and duration of the Processing of the Client Personal Data are set out in the Agreement. (See, e.g., Agreement at Sections 1, 1.).

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Same as above, with respect to Quorum's permitted sub-processors.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13:

See Clause 18 of the Standard Contractual Clauses.

ANNEX II**TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

1. Quorum implements appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by the processing of personal data, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data.
 2. Quorum implements acceptable measures in order to prevent unauthorized persons from gaining access to the data processing equipment (This includes database, backup, and application servers and their related hardware) where the personal data is processed or used. This includes using only secured facilities for data centers where personal data is hosted is logged, monitored, and tracked, and other appropriate security measures.
 3. Security of the network powering the Quorum System is an important component of Quorum's overall security posture. The production data network for the Quorum System is isolated from Quorum System's corporate enterprise network in order to offer access only to staff members with legitimate business access needs.
 4. The Quorum System is protected with protected IP space, isolation, firewalls, and 2FA.
 5. Access to Quorum System network components is only permitted with audited user credentials.
 6. Quorum System security is enforced through strict firewall enforcement and limited access for trusted engineers. System health is monitored 24x7x365 through a variety of central logging tools, proactive monitoring, and internal portals alerts.
 7. Quorum's engineering team also manages critical patches and follows industry-standard practices to publish changes in a non-client impacting fashion. Central log collection is utilized for expedited troubleshooting.
 8. In addition to the technical and organizational measures implemented by Quorum, Client is responsible for implementing appropriate technical and organizational measures with respect to the Processing of Client Personal Data as set forth in the Agreement.
-

**UK GDPR Addendum
(FOR CLIENTS WITH UK USERS OR UK CUSTOM CONTACTS)**

This UK GDPR Addendum applies in addition to the GDPR Addendum to any Client who has Authorized Users or Custom Contacts that are residents of the United Kingdom (“UK”) or otherwise entitled to the protection of UK privacy laws. This UK GDPR Addendum is intended to reflect the International Data Transfer Addendum to EU Standard Contractual Clauses issued by the Commissioner under S119A(1) Data Protection Act 2018 in force 12 March 2022.

1. Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
2. Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum

3. Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:
 - a Addendum – UK GDPR Addendum
 - b Addendum EU SCCs – GDPR Addendum attached or otherwise incorporated into the Agreement
 - c Appendix Information – the Annexes included with the GDPR Addendum
 - d Appropriate Safeguards - The standard of protection over the personal data and of data subjects’ rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
 - e Approved Addendum - The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
 - f Approved EU SCCs - The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
 - g ICO - The Information Commissioner.
 - h Restricted Transfer - A transfer which is covered by Chapter V of the UK GDPR.
 - i UK Data Protection Laws - All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
 - j UK GDPR - As defined in section 3 of the Data Protection Act 2018.
4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties’ obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.

10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
 - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
 - c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
 - a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;
 - b. In Clause 2, delete the words:
"and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";
 - c. Clause 6 (Description of the transfer(s)) is replaced with:
"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";
 - d. Clause 8.7(i) of Module 1 is replaced with:
"it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer";
 - e. Clause 8.8(i) of Modules 2 and 3 is replaced with:
"the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;"
 - f. References to "Regulation (EU) 2016/679", "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)" and "that Regulation" are all replaced by "UK Data Protection Laws". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;
 - g. References to Regulation (EU) 2018/1725 are removed;
 - h. References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "UK";
 - i. The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module one, is replaced with "Clause 11(c)(i)";
 - j. Clause 13(a) and Part C of Annex I are not used;
 - k. The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";
 - l. In Clause 16(e), subsection (i) is replaced with:
"the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;"
 - m. Clause 17 is replaced with:
"These Clauses are governed by the laws of England and Wales.";

- n. Clause 18 is replaced with:
“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and
- o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

Amendments to this Addendum

- 16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 18. From time to time, the ICO may issue a revised Approved Addendum which:
 - a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
 - b. reflects changes to UK Data Protection Laws;The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.
- 19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:
 - a. its direct costs of performing its obligations under the Addendum; and/or
 - b. its risk under the Addendum,and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.
- 20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.



Quorum Master Services Agreement: Product Addenda

One or more of the following product-specific addenda will apply based on the products purchased under the applicable Order. Additional terms for each product are set forth below.

FEDERAL

YouTube Terms. Client's use of Quorum Content that consists of data and content from YouTube is subject to, and Client is bound by, the YouTube Terms of Service at <https://www.youtube.com/t/terms>.

STATE

YouTube Terms. Client's use of Quorum Content that consists of data and content from YouTube is subject to, and Client is bound by, the YouTube Terms of Service at <https://www.youtube.com/t/terms>.

LOCAL

YouTube Terms. Client's use of Quorum Content that consists of data and content from YouTube is subject to, and Client is bound by, the YouTube Terms of Service at <https://www.youtube.com/t/terms>.

EU

YouTube Terms. Client's use of Quorum Content that consists of data and content from YouTube is subject to, and Client is bound by, the YouTube Terms of Service at <https://www.youtube.com/t/terms>.

INTERNATIONAL

YouTube Terms. Client's use of Quorum Content that consists of data and content from YouTube is subject to, and Client is bound by, the YouTube Terms of Service at <https://www.youtube.com/t/terms>.

GRASSROOTS

Quorum's Grant of Rights to Client for Quorum Grassroots. 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 on Client's website. The Client is also granted a limited non-exclusive, non-transferable, worldwide right to display the Quorum Action Center on third party websites on the condition that the applicable tools are branded as being the Client's and not those of a third party.



Landing Page Users. Quorum grants Client's Landing Page Users a non-exclusive, worldwide, royalty free right and license to access and use Grassroots and Stakeholder Engagement Tools available on a Landing Page. Landing Page Users must use the System in accordance with the posted privacy notice on the applicable Landing Page. Client is responsible for Users' and Landing Page Users' use of the System.

YouTube Terms. Client's use of Quorum Content that consists of data and content from YouTube is subject to, and Client is bound by, the YouTube Terms of Service at <https://www.youtube.com/t/terms>.

Texting. Client shall use any texting features within the System only in compliance with generally accepted Internet practices and all applicable laws and regulations, including, without limitation, the Telephone Consumer Protection Act (TCPA), the FCC's TCPA Declaratory Ruling and Order, and the then-current messaging principles and best practices published by CTIA – The Wireless Association (available at ctia.org/positions/messaging). Client acknowledges that certain use cases may be prohibited under applicable law, including the TCPA, and that Quorum shall have no obligation to enable or facilitate use of any texting features in a manner that would violate, or reasonably be expected to violate, applicable law or regulation. Client may not use any texting features within the System to induce an individual to purchase, rent, claim, or receive an item, or for any purpose other than the intended purpose of Quorum's products.

STAKEHOLDER

Quorum's Grant of Rights to Client for Stakeholder Engagement Tools. 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 Stakeholder Engagement Tools on Client's website. The Client is also granted a limited non-exclusive, non-transferable, worldwide right to display the Stakeholder Engagement Tools on third party websites on the condition that the applicable tools are branded as being the Client's and not those of a third party.

QUORUM PAC

Quorum's Grant of Rights to Client for Quorum Action Center. In addition to the rights granted herein, Quorum hereby grants to Client the right to publicly display the Quorum Action Center on Client's website and display the Quorum Action Center on third party websites on the condition that the applicable tools are branded as being the Clients and not those of a third party.

Access to Payment Processing. If the Order includes products that provide Payment Processing, Client's use of Payment Processing requires Client to directly arrange for Paypal Payflow Gateway Services or other mutually agreed-upon third-party payment provider.

Compliance with Laws.

Client acknowledges that Quorum PAC is a tool designed to facilitate compliance, reporting, and management of political contributions, expenditures, and related activities, and the accuracy and effectiveness of the Services depends on the proper input and use by Client and its Users. Client is solely responsible for ensuring that its use of the Services complies with all applicable laws, regulations, and industry standards. Quorum shall have no liability for any use of the Services by Client in a manner that is unlawful or contrary to applicable guidance.

Campaign Finance Content. If Client uses the Services in connection with activities governed by the Federal Election Campaign Act of 1971, as amended (52 U.S.C. §§ 30101 et seq.), including but not limited to the preparation or submission of reports to the Federal Election Commission or any state agency, Client is solely



responsible for ensuring the accuracy, completeness, and legal compliance of any such reports or disclosures. Quorum shall not be responsible for any errors, compliance failures, reporting inaccuracies, or any other issues arising from, among other things: (a) incorrect data entry, classification, or recordkeeping by the Client or its users; (b) failure to follow applicable campaign finance laws, regulatory requirements, or guidance provided within the System; (c) misinterpretation or improper reliance on System-generated reports, alerts, or other recommendations of the Services; or (d) unauthorized access or modifications made by Client's personnel. Client assumes full responsibility for any legal, financial, or regulatory consequences resulting from such user errors and agrees that such incidents shall not constitute a failure of the Services to perform in accordance with this Agreement. Quorum disclaims all liability for damages, penalties, or enforcement actions arising from such errors.

Texting. Client shall use any texting features within the System only in compliance with generally accepted Internet practices and all applicable laws and regulations, including, without limitation, the Telephone Consumer Protection Act (TCPA), the FCC's TCPA Declaratory Ruling and Order, and the then-current messaging principles and best practices published by CTIA – The Wireless Association (available at ctia.org/positions/messaging). Client acknowledges that certain use cases may be prohibited under applicable law, including the TCPA, and that Quorum shall have no obligation to enable or facilitate use of any texting features in a manner that would violate, or reasonably be expected to violate, applicable law or regulation. Client may not use any texting features within the System to induce an individual to purchase, rent, claim, or receive an item, or for any purpose other than the intended purpose of Quorum's products.

PAC CLASSIC

Access to Payment Processing. If the Order includes products that provide Payment Processing, Client's use of Payment Processing requires Client to directly arrange for Paypal Payflow Gateway Services or other mutually agreed-upon third-party payment provider.

Compliance with Laws.

Client acknowledges that PAC Classic is a tool designed to facilitate compliance, reporting, and management of political contributions, expenditures, and related activities, and the accuracy and effectiveness of the Services depends on the proper input and use by Client and its Users. Client is solely responsible for ensuring that its use of the Services complies with all applicable laws, regulations, and industry standards. Quorum shall have no liability for any use of the Services by Client in a manner that is unlawful or contrary to applicable guidance.

Campaign Finance Content. If Client uses the Services in connection with activities governed by the Federal Election Campaign Act of 1971, as amended (52 U.S.C. §§ 30101 et seq.), including but not limited to the preparation or submission of reports to the Federal Election Commission or any state agency, Client is solely responsible for ensuring the accuracy, completeness, and legal compliance of any such reports or disclosures. Quorum shall not be responsible for any errors, compliance failures, reporting inaccuracies, or any other issues arising from, among other things: (a) incorrect data entry, classification, or recordkeeping by the Client or its users; (b) failure to follow applicable campaign finance laws, regulatory requirements, or guidance provided within the System; (c) misinterpretation or improper reliance on System-generated reports, alerts, or other recommendations of the Services; or (d) unauthorized access or modifications made by Client's personnel. Client assumes full responsibility for any legal, financial, or regulatory consequences resulting from such user errors and agrees that such incidents shall not constitute a failure of the Services to perform in accordance with this Agreement. Quorum disclaims all liability for damages, penalties, or enforcement actions arising from such errors.



Texting. Client shall use any texting features within the System only in compliance with generally accepted Internet practices and all applicable laws and regulations, including, without limitation, the Telephone Consumer Protection Act (TCPA), the FCC’s TCPA Declaratory Ruling and Order, and the then-current messaging principles and best practices published by CTIA – The Wireless Association (available at ctia.org/positions/messaging). Client acknowledges that certain use cases may be prohibited under applicable law, including the TCPA, and that Quorum shall have no obligation to enable or facilitate use of any texting features in a manner that would violate, or reasonably be expected to violate, applicable law or regulation. Client may not use any texting features within the System to induce an individual to purchase, rent, claim, or receive an item, or for any purpose other than the intended purpose of Quorum’s products.

KNOWWHO

Salesforce Applications. To the extent that Client uses a solution that includes the KnowWho Salesforce directory components (“Salesforce Applications”), Client acknowledges that the directory data and the corresponding managed package are the exclusive property of Quorum. Client agrees to terminate the KnowWho Salesforce Applications and agrees to delete all KnowWho Salesforce Applications upon termination of this agreement. Client agrees to execute a KnowWho Salesforce Applications Notice of Deletion prior to the end of the Term.

Integrations

SALESFORCE INTEGRATION

Quorum will use commercially reasonable efforts to make their standard Salesforce integration work with Client’s Salesforce implementation and provide standard technical support to help Client integrate Quorum with their Salesforce implementation.

Depending on the product listed on the Applicable Order Form, the Salesforce integration includes the following components:

Component	Standard Integration	Advanced Integration	Custom Integration
Available datasets	Up to 3 Quorum datasets, only client-provided data, including historic Grassroots interactions	Up to 6 Quorum datasets, client- or Quorum-provided	More than 6 Quorum datasets
Sync direction	One-way	One-Way or Two-way	One-Way or Two-way
Sync records per month	10,000	100,000	100,000+



Sync frequency	Up to daily	Up to daily	Up to hourly
Preprocessing	Minimal as reasonably determined by Quorum	Some preprocessing as reasonably determined by Quorum	Advanced preprocessing as reasonably determined by Quorum
Salesforce objects	Only native objects	Native or custom objects	Native or custom objects
Data matching new records	Not included	Included	Included
Automated data changes	Not included	included	included

Client-specific integration notes (including fields, etc.):

- The included datasets are:
- The sync direction is:
- The sync frequency is:
- Other specific integration notes:

Any customizations or changes beyond the components stated here may require additional costs that will be agreed upon in writing by both parties prior to any customization.

NATIONBUILDER INTEGRATION

Quorum will use commercially reasonable efforts to make their standard Nationbuilder integration work with Client’s Nationbuilder implementation and provide standard technical support to help Client integrate Quorum with their Nationbuilder implementation. Any customizations or changes beyond the standard integration will require additional costs that will be agreed upon in writing by both parties prior to any customization.

The contacts and organizations (accounts) and grassroots actions from Client’s Quorum account will be included in the Nationbuilder integration. Contacts and organizations (accounts) will be a bi-directional sync between Quorum and Nationbuilder. Grassroots actions, if applicable, will be one-way sync from Quorum to Nationbuilder. Quorum will use commercially reasonable efforts to make the Quorum/Nationbuilder sync occur on a daily basis and will use commercially reasonable efforts to cause data transfer to not require manual processes. Quorum is not liable to Client for any failure on Client’s part to provide sufficient documentation about or access to Client’s Nationbuilder implementation. Client understands that should their Nationbuilder implementation differ from a standard Nationbuilder implementation, the out-of-the-box integration may not work and may require significant customization at additional cost. Should the out-of-the-box integration not be possible without additional cost, and should that additional cost not be acceptable to Client, Client may cancel the Nationbuilder Integration with immediate effect and no additional payments due for the product.

SFTP INTEGRATION

Quorum will use commercially reasonable efforts to provide recurring data import and/or export functionality for Client with the following characteristics:



1. Data may be imported as frequently as desired, exported on no more than a daily basis, or both as requested by Client;
2. Data will be exchanged between Quorum and the Client using a Secure File Transfer Protocol (“SFTP”) Server, either provided by Quorum or provided by Client.
3. If using Quorum’s SFTP Server, only access from specifically allow-listed origin IP addresses will be permitted, and authentication shall be by either a Quorum-supplied password or an SSH key.
4. Data will be provided in a “flat file” format comprising a UTF-8 encoded comma-separated-values text file or files;
5. Data may be imported to most client-editable fields in Quorum that are applicable to the products reflected in the applicable Order Form, including all client-created custom fields, that are present in the Contacts or Organizations dataset, or in Aggregate or Geographic Custom Data, with data imports triggered by the uploading of an import-ready file to the SFTP server by the Client. The import-ready files must present the information exactly as Client wishes it to appear in Quorum, without need for modification or processing;
6. Data may be exported from most client-editable fields in Quorum that are applicable to the products reflected in the applicable Order Form, including all Custom fields, that are present in the Contacts, Organizations, Grassroots Actions, Outbox, Outbound Texting, and Notes and Interactions datasets; limited fields may be available on other datasets but are not guaranteed unless separately stated in this document; with data exports operating on a recurring schedule as agreed between Client and Quorum.

Quorum will use commercially reasonable efforts to facilitate Client’s ability to access and use the information in a timely manner. It is possible for Quorum to customize the import and export process to facilitate special needs, including the pre-processing of client data to accommodate client needs and the customization of the form and manner in which data is exported, but any such customization could incur additional costs. Should Client’s desired use case not be possible without customization at additional cost, and should that additional cost not be acceptable to Client, Client may cancel the SFTP Integration with immediate effect and no additional payments due for the product.