

Quorum Website Terms of Use

Quorum Analytics Inc. ("**Quorum**"), has created this website (the "**Website**" or the "**Site**") to provide an online analytical tool that Subscribers can use to generate Derived Analytics related to Legislators and Legislation.

To assist you in using the Website and associated Services, and to ensure a clear understanding of the relationship arising from your use of the Website and participation in these Services, we have created (i) these Terms of Use (the "**Terms**") and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information you provide to us through the Site, and our Terms govern your use of our Site. Our Terms and Privacy Policy apply to any casual visitors to the Website who do not participate in the Services ("**Site Visitors**"). The terms "**Quorum**," "**we**" and "**us**" refer to Quorum Analytics Inc.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE WEBSITE OR PARTICIPATE IN OUR SERVICES. BY ACCESSING THE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OUR WEBSITE OR PARTICIPATE IN OUR SERVICES.

1. Your Agreement. These Terms govern (i) your use of the Website, (ii) your receipt of and participation in Quorum's services offered through the Website (the "**Services**"), (iii) your provision of information in connection with participating in our Services ("**User Content**"); and (iv) your use of information obtained through the Website, including Public Reports, information, data, statistics, software, artwork, text, video, audio, pictures, content, trademarks, trade dress, and other intellectual property owned by Quorum or its licensors and made available to you through the Services ("**Quorum Content**"). Please read these Terms carefully; they impose legal obligations on you and on Quorum, and establish our legal relationship. By using the Services or accessing our Website, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

While you can visit the Website and review a range of information about Quorum, our Analytics System, and our Services without registering, to participate in the Services, use the Analytics System, and to obtain access to certain other materials or information available through the Website, we ask that you become a Subscriber. The relationship between Subscribers and Quorum is governed by a separate Subscription Agreement, the terms of which control over these Terms of Use.

2. Defined Terms. Capitalized terms are defined in context or as provided in Section 19 (Definitions).

3. Our Services: Overview. The Website and Quorum Analytics System are designed to provide an online analytical tool for reviewing Derived Analytics related to Legislators and Legislation, as well as other information related to the US legislative and electoral processes. The System can be used to generate Quantitative Analyses and Visual Presentations based upon such Derived Analytics, as described in more detail below.

4. **Grant of Rights**

4.1. Grant of Rights to Site Visitors. As a Site Visitor, you are granted the right to access Quorum Content, including Public Reports, and all areas of the Website other than the password-protected areas ("**Permitted Visitor Areas**"). You may access and view Permitted Visitor Areas for your personal and non-commercial use only, and you may not modify, copy, distribute, or otherwise use the Quorum Content available in these Areas.

5. Ownership; Reservation of Rights. The information, data, statistics, software, artwork, text, video, audio, pictures, trademarks, trade dress, and other intellectual property embodied in the Services or the Quorum Content, including but not limited to the Quorum Analytics System and Derived Analytics, are the proprietary property of Quorum and its licensors, and are protected by U.S. and international copyright and other intellectual property laws, or are used under the principles of fair use. Quorum and its licensors retain all rights with respect to the Services and the Quorum Content except those expressly granted to you in these Terms.

6. Restrictions. YOU AGREE NOT TO (i) DUPLICATE, PUBLISH, DISPLAY, DISTRIBUTE, MODIFY, OR CREATE DERIVATIVE WORKS FROM THE MATERIAL PRESENTED THROUGH THE SYSTEM, THE WEBSITE AND/OR THROUGH THE SERVICES UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY QUORUM; OR (ii) REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, OR OTHERWISE SEEK TO DISCOVER THE SOURCE CODE OF THE QUORUM ANALYTICS SYSTEM.

6.1. User Comments/Feedback. Our Website may allow Site Visitors to provide comments or feedback regarding our Website, the Quorum Analytics System, and our Services. By providing comments/feedback, you grant us the right to use your comments and feedback for the purposes of improving the Website, the Quorum Analytics System and our Services.

7. Code of Conduct. As a condition to your use of the Website and the Services, you agree to follow our Code of Conduct, set out below. Under this Code, you will not:

- Upload, email or otherwise transmit any images or other User Content that is unlawful, obscene, harmful, hateful, invade the privacy of any third party, contain nudity or pornography, or are otherwise objectionable.
- Disseminate materials that impact or invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private or sensitive information about another person, without that person's consent.
- Submit material that is intentionally false, defamatory, unlawfully threatening, or unlawfully harassing.
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Electronic materials – such as music, videos, games, images, and text in electronic form -- can easily be copied, modified and sent over networks (such as the Internet). These electronic materials are thus extremely

vulnerable to unauthorized distribution and copyright infringement. These materials may not be transmitted over the Website without the copyright owner's permission, or without a legitimate "fair use" justification for the transmittal.

- Transmit materials that contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- Use the Website to artificially generate traffic or page links to a website or for any other purpose not expressly allowed under these Terms.
- Use the Website in a manner that could disable, overburden, or impair the Website or Services or interfere with any other party's use and enjoyment of the Website and Services, such as through sending "spam" email.
- Use the Website to test or reverse engineer the Website in order to find limitations, vulnerabilities or to evade filtering capabilities.
- Seek to obtain access to any materials or information through "hacking," "data harvesting," or through other means we have not intentionally made available to you through the Website.
- Use the Website for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Website to violate any law, statute, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising).

8. Monitoring; Revocation or Suspension of Use Privileges. Subject to the terms of our Privacy Policy, we reserve the right at any time to (i) monitor your use of the Website to determine compliance with these Terms, and (ii) terminate or suspend your use of some or all of the Website or Services if you engage in activities that we conclude, in our discretion, breach our Code of Conduct or otherwise violate these Terms or our Privacy Policy. Although we have no – and assume no -- obligation to monitor activities on the Website, please understand that we may employ filters designed to detect and block inappropriate content under this Code of Conduct. We reserve the right to request edits to your submission, to refuse to post, or to remove any information or materials, in whole or in part, that we believe, in our sole discretion, are incompatible with our Code of Conduct.

Users should also understand that our Code of Conduct is based in many instances on principles of applicable law. Users who violate our Code of Conduct accordingly may be exposed under these laws to criminal charges, and civil liability to harmed parties for compensatory damages and attorney's fees. Quorum reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

9. Links to Third-Party Sites. The Website may also contain links or produce search results that reference links to third party websites (collectively "**Linked Sites**"). Quorum has no control over these Linked Sites or their content and does not assume responsibility or liability

for any content, opinions, or materials available on Linked Sites. Quorum does not endorse the content of any Linked Site, nor does Quorum warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other web-access device. By using the Website to search for or link to another site, you agree and understand that such use is at your own risk.

10. Warranty Disclaimer. QUORUM DOES NOT PROMISE THAT THE WEBSITE, QUORUM ANALYTICS SYSTEM, OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THE WEBSITE OR QUORUM ANALYTICS SYSTEM WILL PROVIDE SPECIFIC RESULTS FROM YOUR USE OF ANY CONTENT, SEARCH, OR LINK ON IT. THE WEBSITE, SYSTEM AND ALL SERVICES AND CONTENT WITHIN IT ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WHEN YOU ACCESS THE WEBSITE AND SYSTEM, YOU DO SO AT YOUR OWN RISK. QUORUM DOES NOT WARRANT OR REPRESENT THAT MATERIALS YOU DOWNLOAD FROM THE QUORUM WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL FEATURES.

QUORUM DISCLAIMS (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, OR LEGALITY OF INFORMATION AVAILABLE THROUGH THE WEBSITE OR SYSTEM; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION THROUGH THE WEBSITE, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF THE QUORUM WEBSITE, SYSTEM, AND RELATED SERVICES AND CONTENT IS AT YOUR SOLE RISK.

11. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL QUORUM BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE QUORUM WEBSITE, SYSTEM, AND RELATED SERVICES AND CONTENT.

12. Indemnity. You agree to defend, indemnify, and hold Quorum and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

13. Contact for Alleged Copyright Infringement. Quorum respects the intellectual property rights of others and requires that its users do the same. If you believe that Content on the Website or other activity taking place on the Website constitutes infringement of a work protected by copyright (a "**Work**"), please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the "**DMCA**") to respond to such concerns, as follows:

copyright@quorum.us

Your notice must comply with the DMCA. Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

14. Modifications to these Terms. We may modify and change these Terms over time. We will not "retroactively" change these Terms, and any modifications we make shall take effect proactively, once you next access the Website. Please feel free to print out a copy of these Terms for your records.

15. Assignment. These Terms shall not be assignable by you, either in whole or in part. Quorum reserves the right to assign its rights and obligations under these Terms.

16. General. These Terms shall be governed in all respects by the laws of the Commonwealth of Massachusetts without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the Commonwealth of Massachusetts in the judicial district where Quorum has its principal place of business. The parties further agree that any cause of action arising under these Terms or our Privacy Policy shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Quorum's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between Quorum and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

17. Survival. The following provisions shall survive the termination of these Terms and shall apply indefinitely:

- Section 5 (Ownership; Reservation of Rights)
- Section 10 (Warranty Disclaimer)
- Section 11 (Limitation of Liability)
- Section 12 (Indemnity)
- Section 15 (Assignment)
- Section 16 (General)
- Section 17 (Survival)

18. Relationship to Privacy Policy and Other Contracts. These Terms must be read in conjunction (i) with other agreements into which you may enter concerning the Website or Quorum's Services, and (ii) with our Privacy Policy. The provisions of our Privacy Policy are incorporated herein. To the extent these Terms conflict with the terms of our Privacy Policy, the terms of our Privacy Policy will control. Similarly to the extent these Terms conflict with the terms and conditions of any specific agreement you enter with us, the terms and conditions of such specific agreement will control.

19. Definitions.

19.1. Analytics. The term "Analytics" means the results of an analysis of a set of data, using statistical, automated, manual, or other methods.

19.2. Analytics Software. The term "Analytics Software" means the software, algorithms, tools, and technology used by Quorum.

19.3. Baseline Data. The term “Baseline Data” means information collected by or input into the System concerning Legislators and Legislation.

19.4. Bill. The term “Bill” means a law or other legislative language, such as an amendment or resolution, proposed by one or more Legislators for enactment by the United States Congress.

19.5. Derived Analytics. The term “Derived Analytics” means Analytics resulting from application of the Analytics Software (i) to the then-current Data Set, (ii) to new Baseline Data, or (iii) to some combination or all of the above.

19.6. Legislation. The term “Legislation” means Bills, Statutes, or both Bills and Statutes.

19.7. Legislation Attributes. The term “Legislation Attributes” means the subject matter, classification, topics, or other characteristics of a piece of Legislation, as determined by the System.

19.8. Legislator Attributes. The term “Legislator Attributes” means the characteristics, preferences, and interests of a Legislator, as determined by the System. Legislator Attributes are expressed in terms of (i) a bi-partisanship attribute; (ii) an ideological attribute; (iii) an influence attribute; (iv) other attributes generated by the System (where available); and, based on such attributes, (v) an attribute indicating the Legislator’s support of or opposition to one or more specified Legislation Attributes. Legislator Attributes may also include statistics about a Legislator’s legislative history.

19.9. Legislators. The term “Legislators” means present, former, and future Members of the United States Congress who are included in the Data Set.

19.10. Personally Identifiable Information. The term “Personally Identifiable Information” means a natural person’s name, address, telephone number, email address, financial account number, government-issued identifier, employer, or other data that directly identifies or that can be used to directly contact or precisely locate such natural person.

19.11. Public Report. The term “Public Report” means a pre-packaged visual representation that is hosted on the Quorum Website and that is designed for display to members of the public via a link on a Subscriber’s website.

19.12. Query. The term “Query” means a search of the Data Set, including searches using (i) Index Terms, (ii) Legislator Attributes, (iii) Legislation Attributes; (iv) tags, groupings, or other user-created identifiers; (v) other available terms and search methods; or (vi) some combination or all of the above.

19.13. Quorum Analytics System or System. The term “Quorum Analytics System” or “System” means the (i) the Analytics Software; (ii) the data set; and (iii) the System Output.

19.14. Search Results. The term “Search Results” means the results returned from the Data Set by the Analytics Software in response to a user Query, including any ranking of such results.

19.15. Statute. The term “Statute” means a law enacted by the United States Congress.

19.16. User Content. The term "User Content" has the meaning provided in Section 1 (Your Agreement).

19.17. Subscriber. The term "Subscriber" means an individual or business who has registered with Quorum to use the System.

19.18. System Output. The term "System Output" means the output from the System, as provided to Subscribers and other users.

20. Contact Us. If you have any questions about these Terms, the practices of this Site, or your dealings with this Website, please contact us at:

You may contact us, for any reason, by e-mail as follows:

info@quorum.us

Effective Date: The effective date of these Terms is _____.

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