

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213**

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

 - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).



FiscalNote Terms of Service

1. General

1.1 These General Terms and Conditions of Service (“T&C”) together with the Service Order, the terms and conditions of Carahsoft Technology Corporation’s (Carahsoft’s) GSA Multiple Award Schedule (MAS) Contract, and any Additional Terms (as defined in the Service Order), if any, constitute the entire “Agreement” between the parties. This Agreement shall govern Customer’s access to and use of the Site (as defined below) and the FiscalNote products and services purchased by Customer as listed in the Service Order (collectively, “FiscalNote Services”). The FiscalNote Services are provided by FiscalNote Inc. (“FiscalNote”) and its third-party providers, as applicable, on and through the domain and sub-domains of www.fiscalnote.com (collectively, the “Site”).

1.2 In order to use the Services, Customer must first agree to the T&C. Customer may not use the Services if it does not accept the T&C.

1.3 Customer may not use the Services and may not accept the Terms if Customer is a person or entity barred from receiving the Services under the laws of the United States or other countries including the country in which Customer is resident or from which Customer uses the Services.

1.4 To the extent of any inconsistency between the T&C, Additional Terms, Carahsoft’s GSA MAS Contract, and the Service Order, the inconsistency will be resolved as set forth in General Services Administration Acquisition Regulation (GSAR) 550.212-4(o) Order of Precedence.

2. Right of Use

2.1 Customer is obligated to access and use the Site and the FiscalNote Services, and any content accessed by or provided therein, in accordance with all applicable laws, rules and regulations and agrees to accept FiscalNote’s privacy policy, a copy of which is attached hereto and located at <http://www.fiscalnote.com/privacy>. FiscalNote reserves the right to make changes to its policies and the Site at any time.

2.2 Subject to the terms and conditions of the Agreement, FiscalNote shall grant Customer a non-exclusive and non-transferable right to permit the number of Customer accounts specified in the Service Order to use the FiscalNote Services for internal purposes. This does not include performance of services for the benefit of third parties, nor use by Customer’s affiliated companies. Customer shall be authorized to engage external consultants as users of the FiscalNote Services on the premise of appropriate contractual agreements and to the extent that they will use the FiscalNote Services exclusively for the Customer.



2.3 Customers who are marketing or public relations agencies may use the FiscalNote Services on behalf of their clients but only if all of the following conditions are met: (i) Customer agrees that FiscalNote and its licensors and/or providers are not parties to the agreement between Customer and its client; (ii) Customer's payment obligations pursuant to this Agreement are not dependent upon receiving payment from Customer's clients; (iii) Customer must first obtain its client's consent authorizing Customer to provide client information as necessary for FiscalNote to perform under this Agreement; and (iv) the agreement between Customer and its clients is at least as restrictive and protective of FiscalNote's and its licensors' and/or its providers' rights as this Agreement. Customer shall be solely responsible for and shall comply with all laws, rules, regulations and directives in delivering and providing the Customer's agency services, including but not limited to, any laws regarding privacy and the use and disclosure of personal data and any advertising and/or marketing laws.

3. Prerequisites

Customer shall be responsible for obtaining and maintaining all hardware, software, communications equipment and network infrastructures required to access and use the Site and the FiscalNote Services. Customer will be invoiced for all third-party fees and access charges incurred while using the FiscalNote Services.

4. Account and Password

Customer's Authorized Users will receive a password to log in to the Site and access the FiscalNote Services. Customer shall have sole responsibility for all activities relating to such account(s) and shall immediately inform FiscalNote of any unauthorized use of the Authorized User account(s).

5. Third Party Sites and Third-Party Content

FiscalNote Services may include links to third party websites ("Third Party Sites"). Customer is responsible for evaluating whether to access or use a Third-Party Site and agrees to be bound by any applicable terms found therein. FiscalNote does not screen, audit or endorse any Third-Party Site. FiscalNote shall not assume any responsibility for the content, advertising, products or other materials ("Third-Party Content") on Third Party Sites. Customer agrees it will not copy, reproduce, distribute, transmit, broadcast, modify, display, sell, license or otherwise exploit Third Party Content except in strict compliance with the rights, if any, granted to Customer by any third party. Customer warrants that all content uploaded and distributed via the FiscalNote Services by Customer shall comply with all applicable law.



6. Invoicing and Payment

6.1 Customer will be electronically invoiced full amount due as per Payment Terms in the Service Order. Customer shall pay all invoices within fourteen (14) days after the invoice date. Except as provided in Section 6.4 below, payment obligations are non-cancellable and all fees paid by Customer are non-refundable. Customer will be responsible to update their billing contact as needed.

6.2 Unless otherwise stated, FiscalNote's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchase of FiscalNote Services. If FiscalNote has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides FiscalNote with a valid tax exemption certificate from the appropriate taxing authority.

6.3 If Customer is in breach of this Section, FiscalNote shall be entitled to charge default interest on the outstanding fees in the maximum amount allowable by law and/or suspend or terminate access to the FiscalNote Services at its sole option, with or without notice to Customer. Additional claims for payment default remain reserved.

6.4 In the event FiscalNote materially breaches this Agreement, and such breach remains uncured for a period of thirty (30) days after notice from Customer, Customer shall be entitled to a pro-rata refund for the portion of the then-current term that has been pre-paid and is subject to the material breach and remains uncured.

7. Duration and Cancellation

7.1 The Agreement shall commence on the date specified in the Service Order and shall continue for the initial term as stated therein, unless earlier terminated in accordance with the Agreement. Any initial pricing and/or payment terms shall only be applicable to the initial term.

7.2 A timely cancellation according to Section 7.1 will become effective as of the end of the respective term. Upon expiration or termination of the Agreement, Customer's access rights and all other rights granted under this Agreement shall expire. Termination of the Agreement shall not act as a waiver of any breach of the Agreement and shall not release a party from any liability for breach of such party's obligations under the Agreement that occurred prior to the effective date of termination.



7.3 In addition to other rights and remedies available to FiscalNote, FiscalNote is entitled to cancel the Agreement without notice if Customer violates essential or material obligations under the Agreement. FiscalNote also reserves the right to cancel the Agreement without notice if a substantial decline in the asset situation of Customer occurs, if insolvency proceedings are opened for the assets of Customer or if such proceedings are rejected due to lack of assets.

7.4 The following Sections shall survive the expiration, termination or cancellation of the Agreement in full force and effect: General, Third Party Sites and Third Party Content, Intellectual Property, Data Use and Restrictions, Limitation of Liability and Warranty, and Additional Provisions.

8. Intellectual Property

8.1 Customer acknowledges and agrees that FiscalNote (or FiscalNote's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Customer further acknowledges that the Services may contain information that is designated confidential by FiscalNote and that Customer shall not disclose such information without FiscalNote's prior written consent. For more information regarding confidentiality, please see the FiscalNote privacy policy.

8.2 Customer may not use this license to build a competing product of similar nature or use any of the confidential algorithms or practices explained to Customer during the sales process or use of this product.

9. Data Use and Restrictions

The rights granted to Customer under this Agreement do not include any resale of any portion of the Site or its contents; any collection and use of any derivative of the Site or its contents; any downloading or copying of account information for the benefit of another company or party; or any use of data mining, robots, or similar data gathering and extraction tools. The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any purpose inconsistent with the limited rights granted to Customer under this Agreement. Customer may not frame or utilize framing techniques to enclose FiscalNote generated content of the Site. FiscalNote shall in no way be responsible or liable for unauthorized use or disclosure of personal information by the Customer.



10. Limitation of Liability and Warranty

10.1 To the maximum extent permitted by applicable law, either party's total, aggregate liability arising out of or in connection with this Agreement shall in no event exceed the total amount of payments due by Customer to FiscalNote during the initial term or the then applicable renewal term of the Agreement.

10.2 To the maximum extent permitted by applicable law, in no event shall either party be liable for any, indirect, incidental, special, consequential or exemplary damages, however caused and under any theory of liability arising out of or in connection with this Agreement. This shall include, but not be limited to, any loss of; profit, goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss.

10.3 FiscalNote warrants that it has the legal power and authority to enter into this Agreement. Except as provided herein, Customer expressly understands and agrees that FiscalNote provides the Site "as is" and "as available" without any warranty or condition of any kind, express or implied. In particular, FiscalNote, its subsidiaries and affiliates, and its licensors, do not represent or warrant to Customer that: (i) Customer use of the Services will meet its requirements, (ii) Customer use of the Services will be uninterrupted, timely, secure, or error-free, (iii) any information accessed on or through the Site will be accurate, complete, suitable, or reliable, and (iv) that defects in the operation or functionality of Services provided to you will be corrected. No information obtained from FiscalNote or through the Site, whether oral or written, shall create any warranty not expressly stated in this Agreement.

11. Operating Hours and System Maintenance

11.1 FiscalNote shall use commercially reasonable efforts to ensure that the Customer receives uninterrupted and continuing service throughout the term of the Agreement.

11.2 Notwithstanding Section 11.1, FiscalNote may need to carry out routine maintenance or urgent maintenance or the FiscalNote Services may become unavailable for reasons not within FiscalNote's control. In such case, FiscalNote shall use commercially reasonable efforts to inform the Customer of any downtime and restore the FiscalNote Services as soon as reasonably practicable. In the event FiscalNote fails to use commercially reasonable efforts and the FiscalNote Services remain unavailable to Customer for more than three (3) business days of Customer first notifying FiscalNote of such unavailability, FiscalNote will issue to Customer a credit in an amount equal to the pro-rated charges of one day's usage fees for every day that the FiscalNote Services are unavailable for the Customer.



12. Additional Provisions

12.1 The Agreement will be governed by and interpreted in accordance with the federal laws of United States.

12.2 A party's waiver of a breach or default by the other party of any provision of the Agreement shall not be construed as a waiver of any succeeding breach or default by the other party, nor shall a party's failure to exercise or enforce any right or provision of the Agreement be deemed to be a waiver of such right or provision.

12.3 Invalidity of any specific provision of this Agreement shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced by a valid provision that comes as close as possible to the intent of the invalid provision. The remaining provisions of the Agreement will continue to be valid and enforceable.

12.4 Neither this Agreement nor any obligation or right hereunder may be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that both parties may assign this Agreement in whole without the other party's prior consent to a successor in interest in connection with a merger, acquisition or sale of all or substantially all of its assets to which this Agreement relates on condition that such successor in interest agrees in writing to comply with all terms and conditions of this Agreement.

12.5 Both parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties in regards to the subject matter herein. Any other terms and conditions, including, without limitation, terms and conditions on or attached to a purchase order, vendor registration documents, tenders or request for proposals, are void and shall be of no force and effect regardless of whether they are delivered to FiscalNote prior to, concurrently, or after the execution of this Agreement. Performance by FiscalNote with respect to the FiscalNote Services shall not constitute acceptance of any additional or alternative terms and conditions nor shall a failure to act on said additional terms and conditions constitute acceptance of the provisions contained therein.

12.6 This Agreement may only be amended in writing signed by authorized representative of GSA and Carahsoft.

12.7 Customer and FiscalNote agree that notices may be sent by electronic mail, to the electronic mail address indicated on the Service Order, or then-current electronic mail address provided by a party to the other party and designated as the proper electronic mail address, and agree that notices are deemed received forty-eight (48) hours after transmission. Each party agrees that any electronic communication will satisfy any legal communication requirements, including all such communication required by applicable laws to be in writing.

FiscalNote



MENU

Privacy and Security Policy

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1. General

1.1. FiscalNote, Inc. (“FiscalNote”) respects your online privacy and security and protects information that you decide to share with us, in an appropriate and reasonable manner. Your privacy and the protection of data is our top concern and we have established and comply with the principles set forth in this FiscalNote Privacy and Security Policy in order to protect your privacy and your data. FiscalNote does not list all of the details of the FiscalNote infrastructure for security reasons.

1.2. Your access to, license and use of FiscalNote’s web-based Services (the “Services”) is strictly conditioned upon your agreement with and consent to the terms and conditions of the FiscalNote Privacy and Security Policy, as it may be amended and/or updated from time to time by FiscalNote. In the event of any material change or modification by FiscalNote to the FiscalNote Privacy and Security Policy, FiscalNote will notify you here. You also agree to comply with all of the terms and conditions of the FiscalNote Terms of Service Agreement.

2. Contact Information

2.1. Please direct all inquiries, questions or comments with respect to this FiscalNote Privacy and Security Policy to FiscalNote at the email addresses set forth below. FiscalNote will use commercially reasonable efforts to respond to your inquiries, questions or comments within five (5) business days of their receipt.

Email Address: contact@fiscalnote.com

3. Use of the Services by You

3.1. In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to FiscalNote will always be accurate, correct and up to date.

3.2. You agree to use the Services only for purposes that are permitted by (a) the Terms of Service Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

3.3. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by FiscalNote, unless you have been specifically allowed to do so in a separate agreement with FiscalNote. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.

3.4. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

3.5. Unless you have been specifically permitted to do so in a separate agreement with FiscalNote, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

3.6. You agree that you are solely responsible for (and that FiscalNote has no responsibility to you or to any third party for) any breach of your obligations under the Terms of Service Agreement and for the consequences (including any loss or damage which FiscalNote may suffer) of any such breach.

4. Your Passwords and Account Security

4.1. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

4.2. Accordingly, you agree that you will be solely responsible to FiscalNote for all activities that occur under your account.

4.3. If you become aware of any unauthorized use of your password or of your account, you agree to notify FiscalNote immediately.

5. Contents of Your Account

5.1. FiscalNote stores and maintains certain forms and contents stored in your account. Use of FiscalNote's Services signifies your consent to any transfer of such contents outside of your country.

5.2. In order to prevent loss of data due to errors or system failures, we also keep backup copies of data including the contents of your account and such contents may remain on our Services even after deletion or termination of your account.

6. Visitor Details

6.1. We may use the Internet Protocol address, browser type, browser language, referring URL, files accessed, errors generated, time zone, operating system and other visitor details collected in our log files to analyze the trends, administer the website, track visitor's movements and to improve our website.

7. Cookies

7.1. We may use session and/or persistent cookies with respect to the FiscalNote Services. We may also, from time to time, retain an independent third party to perform an analysis of the statistical and aggregate data and other information with respect to our Services. Such aggregated information is not personally identifiable and is used to improve the functionality and/or use of our Services and future product offerings.

7.2. Such third parties may, at their option, employ the use of cookies in the provision of their third party services. FiscalNote does not have access to these third party cookies nor are we responsible for them.

8. Your Obligations

8.1. You have certain obligations imposed by applicable law or regulations or by the FiscalNote Terms of Service Agreement. You must, at all times, respect the terms and conditions of this FiscalNote Privacy and Security Policy, including but not limited to any intellectual property rights, which may belong to third parties. You must not disseminate, distribute and/or download any information which may be deemed to be injurious, offensive, violent or racist.

8.2. Any violation of these obligations and guidelines in the FiscalNote Terms of Service Agreement or in the FiscalNote Privacy and Security Policy may lead to the termination or suspension of your access to or license of the Services by FiscalNote, at its sole option.

9. Children's Online Privacy Protection

9.1. Children are not eligible to use FiscalNote's Services. Minors should not submit any personal information to FiscalNote and/or use the FiscalNote Services. FiscalNote does not knowingly collect personal information from minors who are under 18 years of age.

10. LEGAL DISCLAIMER

10.1. IT IS POSSIBLE THAT WE MAY NEED TO DISCLOSE PERSONAL INFORMATION WHEN REQUIRED BY LAW, SUCH AS RESPONSES TO CIVIL OR

CRIMINAL SUBPOENAS, OR OTHER REQUESTS BY LAW ENFORCEMENT PERSONNEL. WE WILL DISCLOSE SUCH INFORMATION IN THE EVENT THAT WE HAVE A GOOD-FAITH AND REASONABLE BELIEF THAT IT IS NECESSARY TO COMPLY WITH A COURT ORDER, JUDICIAL PROCEEDING, SUBPOENA, OR OTHER LEGAL PROCESS OR REQUEST TO FISCALNOTE BROUGHT IN ANY COUNTRY THROUGHOUT THE WORLD, OR TO EXERCISE OUR LEGAL RIGHTS OR DEFEND AGAINST LEGAL CLAIMS.

11. Forums / Chat / Blogs / Directory

11.1. If you choose to use a bulletin board or directory, import a blog, or participate in a chat room, you should be aware that any personally identifiable information you choose to provide there can be read, collected and/or used by other parties and that such personally identifiable information could be used to send you unsolicited messages.

11.2. FISCALNOTE IS NOT RESPONSIBLE FOR ANY PERSONALLY IDENTIFIABLE INFORMATION THAT YOU CHOOSE TO SUBMIT WITH RESPECT TO THESE FORUMS.

12. Surveys and Polls

12.1. As a licensed user with respect to FiscalNote Services, you may receive requests from time to time to participate in market research, including but not limited to certain polls and surveys which may be submitted by independent third parties retained by FiscalNote for market research.

12.2. If you decide to participate in such surveys or polls, you acknowledge that you are responsible for the provision of any and all of your personal and/or other information in response to such poll or survey.

13. Accessing and Changing Your Account Information

13.1. You can review the personal information that you have provided to us and make any desired changes to such information by logging in to your account on the FiscalNote website.

13.2. Please be aware that even after we have processed your request for such a change, FiscalNote may retain certain residual information in the backup and/or archival copies of FiscalNote's database.

14. Closing Your Account

14.1. In the event you close your FiscalNote account, we will remove your name and other personally identifiable information. FiscalNote may retain certain data contributed or provided by you if we reasonably believe that it may be necessary to prevent fraud or abuse; it is retained for legitimate business purposes (such as analysis of aggregated, non-personally identifiable data for account recovery purposes); or, if it is required by law.

15. Links from FiscalNote Website

15.1. Certain pages of our website may, from time to time, contain external links. You should verify and validate any and all privacy practices of other websites. We encourage you not to provide personal information, without first assuring yourself of the privacy policies of such other websites.

15.2. FISCALNOTE IS NOT RESPONSIBLE IN ANY WAY FOR ANY USE AND/OR MISUSE OF ANY PERSONAL INFORMATION OR OTHER INFORMATION PROVIDED BY YOU AT SUCH OTHER WEBSITES.

16. Anonymous Data

16.1. FiscalNote may accumulate and aggregate certain anonymous statistical and related data in order to improve the performance and functionality of its Services, to develop new products and/or Services or to analyze the usage of FiscalNote's Services.

16.2. FiscalNote may use aggregated anonymous data for such purposes as FiscalNote, in its sole discretion, deems to be appropriate.

17. Security

17.1. Access to personal information and/or your data at FiscalNote is password-protected and PCI compliant. FiscalNote may use a credit card processing company with respect to the billing of Services fees and such third parties may use such personally identifiable information solely to provide such billing services. FiscalNote also audits its system, from time to time, for possible vulnerabilities.

17.2. It is your responsibility to protect the security of any of your login information. Emails, instant messaging and other similar methods of communication may not be encrypted, and we urge you not to use these means or methodologies for the communication of any confidential information.

18. FiscalNote Employees

18.1. FiscalNote's employees have years of experience in managing and assessing security and data protection risk. Only FiscalNote employees with the highest level of clearance have access to our datacenter and the data contained therein. FiscalNote limits access to customer data to only a designated number of its employees with a legitimate need to access such data in order to provide technical, support and other important services for FiscalNote's customers.

18.2. FiscalNote, on a continuing basis, reviews its then current security policies and develops new policies and/or procedures with respect to management, knowledge sharing, escalation procedures and day-to-day operations. FiscalNote routinely and regularly audits its security policies and procedures and those same policies and procedures are regularly reviewed by FiscalNote executive management.

18.3. Any access to customer data is solely on an as needed basis by authorized FiscalNote employees or by FiscalNote senior management employees in order to provide and perform maintenance and/or support services for our customers, and in order to maintain or improve the quality of our Services.

19. FiscalNote Network Security

19.1. FiscalNote's network security system and infrastructure helps to protect our customers' data against sophisticated attacks. All FiscalNote Services are protected and screened by intrusion detection systems. Access to the FiscalNote network is tightly and comprehensively controlled and strictly audited by appropriate FiscalNote personnel.

19.2. Communications between a customer's computer and FiscalNote's servers is encrypted and FiscalNote applications operate in a secure operating system that FiscalNote believes minimizes vulnerabilities.

20. Redundancy

20.1. In a cloud computing environment, certain computer resources may at some point fail to operate – FiscalNote has designed its infrastructure in light of that potential failure. The core cloud computing infrastructure provides redundancy and high availability at every level, from multiple Tier-1 ISP connections, redundant networking equipment, and servers.

20.2. FiscalNote's Services are built on this infrastructure with the ability to quickly add or change service capacity in response to customer load or in an uncommon situation where a compute infrastructure experiences a failure.

20.3. FiscalNote monitors each of its Services critical performance metrics to track availability and performance.

20.4. FiscalNote periodically backs up appropriate data across multiple servers so as to protect that same data in the event of a service failure.

21. Physical Security

21.1. FiscalNote Services are hosted in secure, SAS70 Type II certified facilities that are protected from physical attacks and from natural disasters. Such datacenters are monitored on a 7x24 basis and entrance to the datacenters is controlled and restricted to a select group of authorized personnel. Multiple forms of authentication must be used in order to enter any such datacenter and the datacenters are guarded and protected 7 days a week, 24 hours a day.

22. EXCLUSION OF WARRANTIES

22.1. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT FISCALNOTE'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

22.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

22.3. IN PARTICULAR, FISCALNOTE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

22.4. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

22.5. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FISCALNOTE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

22.6. FISCALNOTE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

23. LIMITATION OF LIABILITY

23.1. YOU EXPRESSLY UNDERSTAND AND AGREE THAT FISCALNOTE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE THAT MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR

TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

(II) ANY CHANGES WHICH FISCALNOTE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(III) YOUR FAILURE TO PROVIDE FISCALNOTE WITH ACCURATE ACCOUNT INFORMATION;

(IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

OR

(V) YOUR FINANCIAL OR BUSINESS DECISIONS BASED ON THE CONTENT PROVIDED.

23.2. THE LIMITATIONS ON FISCALNOTE'S LIABILITY TO YOU SHALL APPLY WHETHER OR NOT FISCALNOTE HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

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