

Amendment to ISRG Prio Services Subscriber Agreement
Applicable to U.S. Government Users
Published November 1, 2020

This amendment (“Amendment”) is an amendment to the ISRG Prio Services Subscriber Agreement as it applies to the U.S. Government only (“Agreement”). It is between the Internet Security Research Group (ISRG) and the U.S. Government (the “Parties”) and applies only to the use by the U.S. Government of ISRG Prio Services for de-identifying metrics data. The Agreement is modified by this amendment as follows:

- A. *Government entity:*** For Government users, "You" and "Your" means each U.S. Government entity that uses ISRG Prio Services (“Agency”) itself and will not apply to nor bind the individuals who use ISRG Prio Services on the Agency's behalf. Instead, ISRG will look solely to the Agency to enforce any violation or breach of the Agreement.
- B. *Indemnification, Liability, Statute of Limitations, Governing law and Forum:*** ISRG agrees that any provisions in the Agreement related to legal subjects -- such as indemnification, liability, damages, dispute forum, filing deadlines, defense of lawsuits, collection expenses, attorneys fees, and settlement -- will apply to the Parties only to the extent consistent with Federal law. The Parties expect everything to go smoothly, but if a problem does occur, ISRG and the Agency agree to proceed on the premise that the Agreement will be governed by and interpreted and enforced in accordance with applicable Federal laws of the United States of America, and jurisdiction will be in federal forums. To the extent permitted under Federal law, the laws of the State of California will apply.
- C. *Limitation of liability:*** With reference to, and without limitation of, Section 4.4 of the Agreement, the Parties agree to mutually disclaim all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, and to the extent permitted under Federal law, neither party will be liable to the other for indirect, consequential, special, punitive, or exemplary damages or penalties arising from or related to the Agreement. Notwithstanding anything to the contrary, the Parties agree that nothing in the limitation of liability clause or elsewhere in the Agreement in any way grants ISRG or the Agency a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of Federal law.
- D. *No Endorsement:*** As the Agency is under a strict duty not to give preferential treatment to any private organization or individual, ISRG agrees not to display or otherwise use the Agency's trademarks, trade names, domain names, designs, logos and seals ("Agency Marks"), the Agency's name, or the fact that the Agency uses ISRG Prio Services, in a manner that could reasonably imply (in the judgment of a reasonable person) that the Agency or the Federal government endorses, prefers, sponsors, or has an affiliation with ISRG Prio Services.
- E. *No business relationship created; non-exclusivity:*** You and ISRG are independent entities and nothing in the Agreement as modified by this Amendment creates a

partnership, joint venture, agency, or employer/employee relationship. The Agency's use of ISRG Prio Services is a non-exclusive arrangement for de-identifying metrics data.

- F. *No cost agreement:*** Nothing in the Agreement as modified by this Amendment obligates the Agency to expend appropriations or incur financial obligations, and none of the obligations arising from the Agreement as modified by this Amendment are contingent upon the payment of fees by one party to the other.
- G. *Precedence; Further Amendments:*** If there is any conflict between this Amendment and the Agreement, or between this Amendment and other ISRG terms, rules or policies that ISRG wishes to apply to the Agency's use of ISRG Prio Services, this Amendment shall prevail. Any further changes to this Amendment must be agreed to in writing by both Parties. The Parties understand that in this dynamic environment, changes in Federal law, regulation and policy may affect the Agency's use of ISRG Prio Services in ways not yet addressed by the Parties.
- H. *Posting of Amendment:*** This Amendment shall be posted with ISRG Prio Services' online Agreement either by incorporation of its text or via an integral link.