

Terms and Conditions for PC-ISAO Membership

The following terms and conditions set forth the terms for membership (“Membership”) in the Political Campaign Information Sharing and Analysis Organization (“PC-ISAO” or “Party”). As a participating member of the PC-ISAO (“Member” or “you” or “Party”), you agree that you will share information through the PC-ISAO in accordance with the terms set forth below. Membership is contingent upon approval by PC-ISAO and payment of applicable fees. These terms are effective from the approval date of the Member by the PC-ISAO. If your organization does not qualify as an PC-ISAO Member or cannot agree to the terms as set forth herein, please contact US CyberDome for further discussion.

1. Definitions

Data: the information shared by either PC-ISAO or any Member in accordance with these Membership terms and conditions.





PC-ISAO: The Political Campaign Information Sharing & Analysis Organization, a program within the US CyberDome, operated to support information sharing among U.S. federal, state, local, tribal, and territorial political campaigns and supporting entities such as party committees, as well as relevant think tanks and non-governmental organizations.

Member: A qualifying organization under the PC-ISAO that has agreed to these terms and conditions. For purpose of these terms and conditions, Member shall also include all employees and formally affiliated volunteers of the Member.

Affiliate: A public or private sector organization that provides or receives services, product, or Data to or from the PC-ISAO.

2. **PC-ISAO Purpose.** The PC-ISAO has been established to facilitate the sharing of cyber Data among PC-ISAO Members in order to facilitate communication regarding cyber readiness and response efforts. These efforts include, but are not limited to, disseminating early warnings of cyber system and dis-information threats, providing trends and other analysis for security planning, and distributing current best security practices and suggestions.
3. **PC-ISAO Membership.** Membership in the PC-ISAO is limited to those U.S. political campaigns, their employees, and their formally affiliated volunteers, who are responsible for political campaigns within their respective level of government including but not limited to federal, state, local, tribal, and territorial levels of government. Member agrees to be contacted by the PC-ISAO for the purpose of verifying (1) the existence of the campaign; (2) accuracy of address and physical location; (3) the applying individual is a valid employee or formally affiliated volunteer of the applicant campaign with authority to bind the Member.
4. **Operation of the PC-ISAO.** The PC-ISAO will be operated and supported by the US CyberDome, a not for profit corporation focused on enhancing the cyber security readiness and response of political campaigns and associated organizations, with a particular focus on U.S. federal, state, local, tribal and territorial political campaigns. PC-ISAO may also retain contractors from time to time to provide services to the PC-ISAO and its Members.

5. Data Protection. PC-ISAO and Member both acknowledge that the protection of shared Data is essential to the security of both Member and the mission of the PC-ISAO. The intent of the Data protection terms are to: (a) enable Member to make disclosures of Data to PC-ISAO while still maintaining rights in, and control over, the Data; and (b) set common information sharing protocol that will determine the extent to which Data can be shared with others. Nothing in these terms and conditions grants PC-ISAO or Member an express or implied license or an option on a license, or any other rights to, or interests in, the Data.
6. Data Sharing Protocol. All Data provided by any PC-ISAO Member or the PC-ISAO shall include an information sharing designation in accordance with the U.S. CERT Traffic Light Protocol (TLP), as set forth below. In the event that Data is shared by the Member or PC-ISAO and such Data does not include a TLP designation, it shall be considered as having been designated TLP Red unless and until subsequently, the entity sharing the Data changes the designation.

Color	When should it be used?	How may it be shared?
 TLP-RED Not for disclosure, restricted to participants only.	Sources may use TLP-RED when information cannot be effectively acted upon by additional parties, and could lead to impacts on a party's privacy, reputation, or operations if misused.	Recipients may not share TLP-RED information with any parties outside of the specific exchange, meeting, or conversation in which it was originally disclosed. In the context of a meeting, for example, TLP-RED information is limited to those present at the meeting. In most circumstances, TLP-RED should be exchanged verbally or in person.
 TLP-AMBER Limited disclosure, restricted to participants' organizations.	Sources may use TLP-AMBER when information requires support to be effectively acted upon, yet carries risks to privacy, reputation, or operations if shared outside of the organizations involved.	Recipients may only share TLP-AMBER information with members of their own organization, and with clients or customers who need to know the information to protect themselves or prevent further harm. Sources are at liberty to specify additional intended limits of the sharing: these must be adhered to.
 TLP-GREEN Limited disclosure, restricted to the community.	Sources may use TLP-GREEN when information is useful for the awareness of all participating organizations as well as with peers within the broader community or sector.	Recipients may share TLP-GREEN information with peers and partner organizations within their sector or community, but not via publicly accessible channels. Information in this category can be circulated widely within a particular community. TLP-GREEN information may not be released outside of the community.
 TLP-WHITE Disclosure is not limited.	Sources may use TLP-WHITE when information carries minimal or no foreseeable risk of misuse, in accordance with applicable rules and procedures for public release.	Subject to standard copyright rules, TLP-WHITE information may be distributed without restriction.

Notwithstanding the foregoing, unless a Member designates in writing that the Data in question cannot be shared or that such sharing is subject to stated restrictions, all Data provided by Members may be shared with other PC-ISAO Members and PC-ISAO Affiliates, provided that the Data is anonymized and not attributable to Member.

7. Other Data Designation. PC-ISAO and Member acknowledge that certain Data may also be designated with a notice of patent, copyright, trade secret or other proprietary right and PC-ISAO and Member each agree not to remove, alter or obscure any such designation without the prior written authorization of the Party sharing the Data.
8. Data Retraction. If a Member retracts any Data it sent to the PC-ISAO, then, upon notification by the Member, the PC-ISAO will delete such Data and all copies thereof, and as applicable, notify other PC-ISAO Members and its Affiliates to delete the Data. Upon receiving such notification, PC-ISAO Members will delete such information and all copies thereof. If an PC-ISAO Member is

unable to delete the Data based on applicable law, then that Member will continue to maintain the confidentiality of the Data consistent with the TLP designation assigned to the Data.

9. Demand for Data. If any third party makes a demand for any Data, the PC-ISAO or any other Member receiving such a demand, to the extent allowed by law, shall immediately forward such request to the Member who shared the Data and consult and cooperate with that Member and will make reasonable efforts, consistent with applicable law and the applicable TLP designation, to protect the confidentiality of the Data. The Member sharing the Data will, as needed, have the opportunity to seek judicial or other appropriate avenues of redress to prevent any release.
10. Reports Containing Data. As part of its campaign information sharing efforts, the PC-ISAO may prepare written reports that include or are based on TLP Red Data shared by Member. For such reports, the TLP Red Data will be anonymized and Member shall be provided a period of time to review such reports, papers, or other writings and has the right to review to correct factual inaccuracies and make recommendations and comments to the content of the report. The PC-ISAO and Members agree to work together in good faith to reach mutually agreed upon language for the report. If the Parties are unable to reach agreement on an issue, the Member has the right to edit out its Data.
11. Member Obligations: Member's obligations under these terms shall continue so long as remains a Member of the PC-ISAO, except that the obligations of confidentiality of Data as provided herein shall survive the expiration of Member's Membership.
12. Term and Termination of Membership. Membership shall automatically renew annually unless terminated by either Party. Member may terminate its PC-ISAO Membership at any time upon written notice to the PC-ISAO. PC-ISAO may terminate a Membership at any time upon written notice to the Member. Neither PC-ISAO nor its employees, agents, contractors, subcontractors, information providers, or other PC-ISAO Members shall be liable to Member for any costs, expenses or damages whatsoever for terminating a Member, and Member shall not be entitled to any refunds for amounts paid to PC-ISAO.
13. Indemnification: Each Party shall indemnify, defend and hold harmless the other Party and its respective directors, officers, employees and agents, from and against any claims, losses, damages or expenses (including reasonable attorney fees, expenses and disbursements) by third parties pertaining to the actual or alleged infringement of any intellectual property right, including, without limitation, patents, copyrights, trademarks, service marks, or misappropriation of trade secrets or any similar property rights, arising from the indemnified Party accessing, using or distributing information provided by the indemnifying Party, while in accordance with the Terms and Conditions for PC-ISAO Membership.
14. Limitation of Liability. In no event shall either Party be liable to the other Party or to any third party for incidental, special, punitive, or consequential damages (including without limitation lost profits) arising from PC-ISAO Membership, even

if such Party or Member has been advised of the possibility of such damages. PC-ISAO's maximum liability to a Member under this Membership shall be limited to the Membership fees paid by the Member to PC-ISAO. Notwithstanding the foregoing, no limitation of either Party's liability shall apply with respect to any claims based on such Party's fraud, willful misconduct or gross negligence, indemnification obligations, or breaches of confidentiality.

15. Limited Release. PC-ISAO may use Member name and visuals (e.g., seal, logo) to confirm in discussions, presentations, and print, both public and private, future, current, or past delivery of ISAO services to Member. The PC-ISAO may not indicate anything other than Member's participation in the ISAO.
16. Severability. Should any court of competent jurisdiction consider any provision of these terms and conditions to be invalid, illegal, or unenforceable, such provisions shall be considered severed from these terms and conditions. All other provisions, rights, and obligations shall continue without regard to the severed provision(s).
17. Entire Understanding. These terms and conditions contain the entire understanding between PC-ISAO and Member with respect to the proprietary information described herein and supersedes all prior understandings whether written or oral.