



Roadrunner Capitol Reports

Terms of Service Agreement

Effective Date: This Agreement becomes effective on the date your service begins.

Introduction

This Terms of Service Agreement (“Agreement”) is entered into by and between Roadrunner Innovations LLC (“Provider,” “we,” “our,” or “us”) and the subscribing organization or individual (“Customer,” “you,” or “your”). By purchasing a subscription and accessing the Roadrunner Capitol Reports Legislative Tracking System (“System”), you agree to the following terms and conditions:

1. Services Provided

1.1 Roadrunner Capitol Reports is a service of Roadrunner Innovations LLC, providing legislative tracking, reporting, and related software services through its proprietary online platform.

1.2 Subscription includes:

- One (1) annual license term (12 months from subscription start date).
- A defined number of user accounts as outlined in Section 4.
- Features including bill tracking, updates, and alerts as specified in Provider’s published service descriptions.

2. Fees and Payment

2.1 Annual Fee: \$3,500 (Three Thousand Five Hundred Dollars) per year, plus applicable New Mexico Gross Receipts Tax (NMGRT).

2.2 Payment is due in full within thirty (30) days of invoice date unless otherwise agreed in writing.

2.3 All fees are non-refundable, except as expressly provided in this Agreement.

3. Term and Renewal

- 3.1 The initial term begins on the subscription start date and continues for one (1) year.
- 3.2 Subscriptions may be renewed annually upon payment of the applicable fees then in effect. Renewal constitutes acceptance of the then-current Terms of Service.

4. User Accounts

- 4.1 Membership includes a set number of full-access user accounts based on the membership type purchased. Please check with your Roadrunner Capitol Reports representative for details.
- 4.2 Each account is intended for use by a single, designated individual and should not be shared. If your organization experiences staffing changes, accounts may be reassigned through your Roadrunner Capitol Reports representative.
- 4.3 Customer is responsible for maintaining the confidentiality of login credentials and for all activity under its accounts.

5. Use of the System

- 5.1 Customer agrees to use the System solely for internal business purposes.
- 5.2 Customer may share reports generated through the System with their clients and within their own organization.
- 5.3 Customer shall not:
- Resell, redistribute, or commercially exploit the System itself, its underlying data, or outputs outside the scope of their business use.
 - Attempt to reverse engineer, modify, or interfere with the System's functionality.
 - Use the System in violation of any applicable law or regulation.

6. Provider Responsibilities

- 6.1 Roadrunner Innovations LLC will make commercially reasonable efforts to maintain continuous availability of the System, subject to scheduled maintenance, emergency downtime, and factors outside of Provider's control.
- 6.2 Provider will exercise reasonable care in providing accurate legislative information but does not guarantee completeness, accuracy, or timeliness of such information.

7. Intellectual Property

- 7.1 The System, including all software, databases, design, and content, is the exclusive property of Roadrunner Innovations LLC.
- 7.2 Customer is granted a limited, non-exclusive, non-transferable license to use the System for the term of the subscription.

8. Limitation of Liability

- 8.1 Provider shall not be liable for indirect, incidental, special, or consequential damages, including loss of profits, data, or business opportunities.
- 8.2 Provider's total liability under this Agreement shall not exceed the fees paid by Customer during the

twelve (12) months preceding the claim.

9. Termination

9.1 Either party may terminate this Agreement for material breach if the breach is not cured within thirty (30) days of written notice.

9.2 Provider may suspend or terminate Customer's access for non-payment, misuse, or violation of this Agreement.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Venue for any dispute shall lie in the courts of Doña Ana County, New Mexico.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior discussions, proposals, or agreements, whether oral or written, relating to the subject matter.

Acceptance

By clicking "I Agree" or by accessing the Roadrunner Capitol Reports system, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.