

CUSTOMER EXCLUSIVE USE AGREEMENT

This Agreement ("Agreement") is made as of the _____ day of _____, 20____, between Political Data Inc. ("PDI") and _____ ("Customer").

WHEREAS, Customer has requested confidential voter registration information from PDI for election/governmental purposes; and

WHEREAS, PDI has agreed to provide such information to Customer for the Customer's exclusive knowledge and use for the one-time purpose of promoting the candidate or issue enunciated in paragraph 3 of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants, conditions and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

DUTIES AND RESPONSIBILITIES

- 1. PDI will provide to Customer or a designated third party vendor, processor or mailing house of Customer, with the names and addresses of registered voters who meet the selection criteria of Customer ("Information"). This Information remains the property of PDI and may only be used as described in this Agreement.
- 2. Customer acknowledges that the receipt, viewing and use of such Information is restricted by the laws and regulations of the state of California including Section 6254.4 of the Government Code, Sections 2194, 18109, and 18110 of the Elections Code and Sections 19003, 19004 and 19007 of the California Code of Regulations. Customer agrees that the aforementioned Information will be used ONLY FOR ELECTION OR GOVERNMENTAL PURPOSES, OR RESEARCH as defined by Title 2, Division 7, Article 1, Section 19003 of the California Code of Regulations, and Elections Code Section 2194 and Government Code Section 6254.4. Customer acknowledges that the misuse of such Information is a MISDEMEANOR.
- 3. Customer has requested and may only use the Information for the sole purpose of: _____

- 4. Customer may use the Information provided by PDI only as described in this Agreement and subject to the restrictions of the California Elections Code from time to time existing and for no other purpose.
- 5. If Customer has need to make additional use of the Information for purposes allowed by California law but not enunciated in paragraph 3 above, Customer agrees to report such additional use to PDI immediately and pay for the additional use as provided below: _____

Initials _____

6. Customer agrees that it will not use the Information if more than _____ days have transpired since the Information was provided to Customer by PDI, or more than 30 days after the election specified in Paragraph 3 above.
7. Customer agrees to provide PDI with a written list of all third party vendors, processors or mailing houses who will have access to the Information prior to providing such Information to the third party vendor, processor or mailing house. Customer further agrees to provide all third party vendors, processors or mailing houses with a copy of Processor Exclusive Use Agreement informing the third party vendor, processor or mailing house of the use restrictions associated with the Information. Customer agrees to return a copy of the Processor Exclusive Use Agreement, signed by an authorized representative of the third party vendor, processor or mailing house, to PDI prior to disclosing the Information to the third party vendor, processor or mailing house.
8. Customer agrees to maintain the confidentiality of the Information and to take all reasonable efforts to restrict access to such Information. Customer agrees to destroy all copies of the Information after it has made use of the Information in the manner set forth in paragraph 3. Customer agrees not to copy or allow to be copied, in whole or in part, the PDI Information. Customer agrees not to merge the Information with, nor allow it to become part of, a list of any kind from another source. Should anyone remove and use the Information from Customer after the election, Customer shall pay PDI for each additional use.

ADDITIONAL TERMS

9. Confidentiality. Customer acknowledges, understands and agrees that Information, or any other data, methods of operation, and any information concerning the conduct of business of PDI, covered by this Agreement, that become known to or are received by Customer from PDI are and will be treated as confidential, and are for the exclusive use of Customer and its third party processors or vendors during the term of this Agreement, but not thereafter for any other purpose except as provided in paragraphs 5 and 6 above. Customer will not disclose to any third party any specific tasks performed under this Agreement or any confidential information received from PDI with respect to the performance of its obligations under this Agreement, including computer programming of Information and the identity of any names on the lists provide by PDI
10. Data from Outside Sources. Customer understands that some of the Information provided by PDI to Customer originates from outside sources, including but not limited to the United States Postal Service, county voter and county assessor files, and commercial telephone directories. Customer acknowledges and agrees that PDI shall have no liability to Customer for that part of any Information supplied to Customer which contains incorrect data supplied by such outside sources.
11. Payment. Customer agrees to pay PDI for the Information and additional uses within _____ (____) days of receipt of an invoice from PDI for such Information or additional uses.
12. Indemnification. Customer agrees to indemnify, defend and hold harmless PDI, and its respective affiliates, shareholders, members, partners, officers, agents, directors and employees (“Related Parties”), from and against any and all damages, liabilities, losses, or expenses (including court costs and reasonable attorneys’ fees): (i) arising out of Customer’s performance under this Agreement; (ii) incurred in connection with any breach by Customer of this Agreement, to the extent, in the case of each of clauses (i)and (ii), that such damages, liabilities, losses or expenses are caused by or result from the negligent or intentional conduct of Customer.
13. Successors and Assigns. The parties’ respective rights under this Agreement will inure to the benefit of, and be binding upon, their respective successors and assigns.
14. Assignment. This Agreement may be assigned only upon the prior written consent of the parties.

Initials _____

15. Attorneys' Fees. In the event of any litigation arising out of or connected with this Agreement, the prevailing party in such proceeding shall recover from the other party its reasonable attorneys' fees, costs and expenses incurred in such proceeding.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. Severability. Each provision of this Agreement is intended to be severable. If any provision is for any reason held to be invalid, illegal or unenforceable in any respect, such holding will not affect the validity or enforceability of any other provision, and the Agreement will be construed as if the invalid, illegal or unenforceable provisions were never a part thereof.
18. Amendments. This Agreement may be amended or modified at any time by a writing executed and agreed upon by the parties.
19. Waiver. Waiver by either party of any term or condition of this Agreement or any breach hereof will not operate or be construed as a waiver of any other term or condition or subsequent breach.
20. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, arrangements and communications between the parties, whether oral or written, regarding the matters set forth herein.
21. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute and deliver this Agreement as of the date first written above.

“PDI”
Political Data Incorporated,
a California corporation

“Customer”

By _____

By _____

Signature

Print Name _____

Its) _____

Its) _____

Title/Position

Title/Position

Firm/Campaign

Dated _____

Dated _____

Initials _____