

PROCESSOR EXCLUSIVE USE AGREEMENT

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

WHEREAS, various customers (“Customers”) have entered into or will enter into agreements with PDI for PDI to provide confidential voter registration information for election/governmental purposes during the calendar year 20____; and

WHEREAS, Customers have entered into or will enter into agreements with Processor to provide certain data processing services in connection with promoting the candidate or issue enunciated in Paragraph 3 of this Agreement during the calendar year 20_____.

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. As PDI and Customers agree, PDI or Customers will provide to Processor _____ with names and addresses and/or phone numbers of registered voters who meet the selection criteria of Customers (“Information”).
2. Processor 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. Processor 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. Processor acknowledges that the misuse of such Information is a MISDEMEANOR.
3. Processor agrees to limit use of the information to the number of uses specified in the communication between PDI and Processor when the information is transferred to Processor. Should no limitation be specified in the communication, the information shall be restricted to one use only.
4. Processor agrees to maintain the confidentiality of the Information and to take all reasonable efforts to restrict access to such Information. Processor agrees to destroy all copies of the Information after it has made use of the Information in the manner set forth in paragraph 3. Processor agrees not to copy or allow to be copied, in whole or in part, the PDI Information. Processor agrees not to merge the Information with, nor allow it to become part of, a list of any kind from another source. Processor shall pay PDI the top retail rate for each use of the Information in violation of this Agreement.

ADDITIONAL TERMS

5. Confidentiality. Processor 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 Processor from PDI are and will be treated as confidential, and are for the exclusive use of Customers and its third party processors or vendors during the term of this Agreement, but not thereafter for any other purpose. Processor will not disclose to any third party any specific tasks performed under this Agreement or

Initials _____

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.

6. Indemnification. Processor 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 Processor’s performance under this Agreement; (ii) incurred in connection with any breach by Processor 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 Processor.
7. Audit. PDI may, upon at least five (5) days’ prior written notice, visit Processor’s facilities during normal business hours to inspect and determine that Processor’s security processes and procedures are in order, and otherwise audit, monitor and ensure that Processor’s performance is in compliance with the terms of this Agreement. If it is determined that Processor has violated the terms of this Agreement, PDI’s costs for the audit and investigation shall be paid by Processor in addition to any other remedies provided herein.
8. Assignment. This Agreement may be assigned only upon the prior written consent of the parties.
9. 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.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

“Processor”

By _____

By _____
Signature

Print Name _____

Its) _____

Its) _____

Title/Position

Title/Position

Dated _____

Firm/Campaign

Dated _____

Initials _____