

LICENSE AGREEMENT AND TERMS OF USE

By using the Political Data Interface (The-PDI), you accept the following terms of service and License Agreement. If you do not agree with these terms, you should not use the program and promptly request a refund.

The-PDI is to be used only for the advocacy of a specific electoral candidate or ballot issue, political party, or governmental purposes. The confidential voter registration information accessible through The-PDI is for your exclusive knowledge and use. State law strictly prohibits the use of voter information for personal or commercial use. The receipt, viewing and use of Confidential Voter Registration Information is restricted by the laws and regulations of the state of California including and not limited to 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. Registered voter information will be used 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. (For details of the above state laws and regulations visit http://www.leginfo.ca.gov/html/elec_table_of_contents.html or <http://www.leginfo.ca.gov/>)

You authorize Political Data, Inc. (PDI) to act as your Data Vendor, meaning PDI may contact election officials on behalf of you or your clients to deal with issues relating to the Voter File and Vote by Mail data. You also agree that at any time upon request you will disclose in writing the name of the candidate, committee or elected official that you provide voter information to or on behalf of.

You agree to maintain the confidentiality of any Information and to take all reasonable efforts to restrict access to such Information. You agree to destroy all copies of the information after it has been made use of the Information in the manner agreed.

Voter data or any information derived from this program may not be distributed to another organization. Failure to adhere to the terms and conditions of this agreement will result in the immediate termination of your subscription and possible forfeiture of proprietary data. ANY VIOLATION OF THIS AGREEMENT WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

Ownership

Political Data Incorporated retains ownership of The-PDI and all non-proprietary voter information. Proprietary information created or modified by a campaign is the property of the Person/Organization invoiced for this service.

You May

You may transfer your rights to The-PDI to another person or organization within the same campaign cycle during which PDI Online Campaign Center was first purchased. All usage rights of the original

licensee are forfeited at this time. The transferee must agree to the terms and conditions of the agreement and re-register the PDI Online Campaign Center with Political Data Incorporated.

You May Not

You may not lease, rent, sub-license or time-share use of the PDI Online Campaign Center in any manner unless written permission is expressly granted by Political Data Incorporated. This includes the sale or distribution of information derived from the program. The license provides no rights to use PDI Online Campaign Center except as specifically stated herein. Any altered, or edited version of the information remains the property of PDI. The customer, and/or processor, shall pay PDI the top retail rate for each use of the Information in violation of this Agreement.

Termination

This license and your right to use this software may be automatically terminated if you fail to comply with any provision on this license agreement. All licenses have an expiration date after which the program will not run unless the license is renewed with Political Data Incorporated. Failure to pay subscription fees may result in termination prior to Election Day without notification.

Rights

Political Data Incorporated retains all rights not expressly granted in this license agreement. Nothing in this license agreement constitutes a waiver of Political Data Incorporated's rights under the U.S. copyright laws or any other Federal or State law.

Limited Warranty

Political Data Incorporated warrants that the Online Campaign Center application and Online Campaign Center documentation are not defective. Political Data Incorporated further warrants that the program operates substantially as described in the documentation. Remedies not specifically part of this Limited Warranty are: any other damages, including loss of income or profit, loss of data or use of PDI Online Campaign Center or any other claims that may arise from its use.

Product Support

Purchase of the PDI Campaign Manager Software entitles you to a variety of free product support options that address any problem or defect related to the normal operation and functioning of the program. Additional fee based support options are available. Please see the Product Support section of this document for complete details about our support policy.

Product Support requires a congenial and effective relationship between Political Data and the user. If such a relationship cannot be maintained, Political Data reserves the right to terminate product support and/or your right to use the program.

License Agreement

Although Political Data Incorporated has tested the software and reviewed the documentation, Political Data Incorporated MAKES NO WARRANTY OF REPRESENTATION, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THIS SOFTWARE OR DOCUMENTATION, ITS QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. AS A RESULT, THIS SOFTWARE AND DOCUMENTATION ARE LICENSED "AS IS" AND YOU, THE LICENSEE, ARE ASSUMING THE ENTIRE RISK AS TO ITS QUALITY AND PERFORMANCE.

IN NO EVENT SHALL POLITICAL DATA INCORPORATED BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION.

THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. No Political Data Incorporated dealer, agent, or employee is authorized to make any modifications or additions to this warranty.

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Some states do not allow the exclusion of implied warranties or liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Product Support: The PDI Online Campaign Center

We are committed to helping campaigns fully utilize the PDI Online Campaign Center, and to provide support that will help your organization to successfully use the software.

We have a full-time technical support staff dedicated to helping clients with the PDI Online Campaign Center. We triage requests that come into the support staff and will help you as quickly as possible, dependent on current work load.

The purpose of the PDI Online Campaign Center is to facilitate the management of the PDI voter file. This voter file contains over 90 separate data fields and is inherently complicated in nature.

Because of this, the most successful PDI users have basic computer and Internet skills, and general knowledge of the campaign process and terminology.

We often receive requests that are covered in the PDI documentation. Answers to questions such as how to create a walk list, perform a mail merge, and import a flag should be sought in the product documentation before calling technical support.

PDI has worked with campaign professionals since 1987, so we understand the urgency of campaigns in the final days of an election. Because of this, more of our resources and additional staff are dedicated to support during peak times for campaigns.

What's Covered in your Free Support Package

With your PDI Online Campaign Center subscription, you have access to free product support options that address a problem or defect related to the normal operation and functioning of the program. Additional support options are available for a fee.

The support team will:

- **Prioritize errors within the program above all else.** If you are getting an error screen, a time out, or the program is behaving incorrectly, please contact PDI Support as soon as possible.
- **Provide a one-time orientation to your campaign or organization.** This is one 45-minute orientation by web conference for as many people in your organization as you would like. The orientation will cover basics about how to use the program. Please allow 3 to 4 business days for scheduling the orientation.
- **Provide limited phone and email technical support during normal business hours.** This service is always free if questions reflect problems with the normal operating and functioning of the program or subjects not covered in product documentation. Users will be notified if a call does not qualify as free support.
- **Point you to the support documentation if the answer can be found there.**
- **Respond to urgent and emergency requests.** If you find yourself stuck and it is a true emergency, we recommend that you alert support and your PDI representative, notifying them of the nature of the emergency and what your timing is regarding a solution—we handle requests better when we know, “I have a walk Saturday morning at 9” rather than “I need this solved ASAP.”

The support team cannot:

- Provide strategic guidance about who you should be targeting or how to target your voters. These decisions are up to you and your team.
- Give out passwords over the phone. If you have password issues, please contact your campaign's PDI administrator and have the administrator contact us for a password reset.
- Set up new accounts, change account types, or change expiration dates on existing accounts. Please contact support@politicaldata.com or your PDI representative.
- Change billing arrangements per file. Please contact billing@politicaldata.com if you have mistakenly printed a file and need to request a billing change.
- Help with non-PDI related tech issues. While PDI can provide you with a mail list, we cannot help you format your Microsoft Word document to merge your list.

Availability & Response Time

When you contact PDI support, you can expect to receive an initial response within a timely manner. If the issue is something that requires something more than a simple answer, we may need more time to investigate and process the issue, and then will contact you when the issue is resolved.

You will receive the quickest response by sending a detailed email to support@politicaldata.com during business hours.

All year round:

You can expect an initial response to your call or email within about an hour during normal business hours:
9am to 5pm, Monday through Friday.

Within three months of your election:

We'll monitor phone and emails after hours and on weekends. Between 5pm and 8pm, and from 9am to 5pm on weekends, you can expect an initial response to your call or email within 4 hours.

Within one month of your election:

We'll respond to emails and calls within about an hour from 9am to 8pm every day.

If you are running a special election campaign, support hours may not adhere to these hours. Please discuss support expectations with your PDI representative.

During peak times, we prioritize clients with earlier election dates ahead of those with longer lead times. For example: During the final month of a statewide primary or general election, we may ask clients preparing for later elections to postpone training appointments and non-urgent requests so that we're able to focus on other clients' more immediate needs. Of course, this means we'll give you the same consideration as your own election dates grows near.

Due to the cyclical nature of campaigns, our support team is in highest demand during the same time that campaigns are working the most. For instance, our busiest time during campaign season is on Friday afternoons and evenings when organizations are prepping walk sheets, phone sheets, and preparing for weekend grassroots efforts.

Please keep this in mind when you are getting started in the program and allow extra time in the beginning to get used to the program—it's better to need a question answered a couple days before your volunteer walk than a couple of hours before, causing stress on both ends.

How to Reach Us

Our small, but dedicated, support team works on an on-call basis. This means that you may not get the same support person each time, but that we are all usually briefed and aware of support issues.

You will receive the fastest service by sending an email to support@politicaldata.com.

This will ensure that a team of people will see your email and the first available person will respond. Please tell us, in as much detail as possible, what the issue is. After sending your email, you are welcome to call us at 562/406-2373. That number, as opposed to the PDI main number, will connect you directly to our support team and to an on-call team member after hours.

It always helps to know as much of the following as possible:

- What account you are working in?
- What username are you using to log in?
- What universe or list name are you using?
- What survey are you using?
- When did the issue start happening?
- When is your deliverable due?

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