

**WASHINGTON STATE REPUBLICAN PARTY VOTER DATA CENTER
USE, EXCHANGE AND CONFIDENTIALITY AGREEMENT**

1. User agrees to abide by all the terms and conditions of this Voter Data Center Use and Confidentiality Agreement.
2. User agrees that the computer data and lists provided and all lists and other information therein are, and shall remain, the exclusive property of the Washington State Republican Party (WSRP), and such data shall not be utilized or disclosed to any person or entity without the written permission of the Chairman or Executive Director of WSRP.
3. WSRP agrees to permit User to utilize the above-mentioned Voter Data Center and all lists and data contained therein only through December 31, 2006, and only for the benefit of the Republican Party or Republican candidates through voter identification, voter targeting, and voter turnout. Any other use must be authorized in writing by the WSRP.
4. User further agrees that neither it nor any of its directors, officers, employees, consultants, or agents will disclose, rent, lease, sell, or enter into joint ownership agreements concerning any list, information, updates or enhancements of the above mentioned Voter Data Center, and all lists and data contained therein, in any form, or for any purpose, nor will they retain, duplicate, or use any such information in any fashion or for any purpose whatsoever, except as specifically permitted by this agreement.
5. User acknowledges that as consideration for the use of the list, that User shall update and enhance the Voter Data Center, by providing to the WSRP information developed by the User related to the data (e.g., party or issue identifications, telephone numbers, etc.). All updates and enhancements become the property of the Washington State Republican Party.
6. User further agrees that any unauthorized release or use of the Voter Data Center, and all lists and data contained therein, will cause immediate and irreparable harm to the Washington State Republican Party, which shall in such event be entitled to injunctive relief, without requirement of posting bond or other security, as well as other remedies available at law or in equity. Additionally, because of the difficulty of measuring the precise damages that will result to WSRP from any unauthorized disclosure, publication or use of Voter Data Center lists or data or portions thereof, the User agrees to pay in any such event liquidated damages, not as a penalty, in the amount of a minimum sum of \$1.00 per record disclosed, published or used, multiplied by the number of individuals with respect to whom information has been disclosed, published or used in contravention of this agreement. By signing this agreement, user acknowledges that these liquidated damages are a reasonable measure of the actual damage that would result to WSRP from such unauthorized disclosure, publication or use. User agrees to venue in King County, and to pay the WSRP its costs and reasonable attorney's fees in any action under this agreement.
7. User agrees and understands that WSRP reserves the right to terminate this agreement and access to the Voter Data Center without notice at any time, and User shall return all of the software and data to WSRP upon demand.
8. This agreement and all its provisions apply to any successor organizations.

Name (print): _____

Organization: _____

Signed: _____

Date: _____

