

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

1. User agrees to abide by all the terms and conditions of this GOP 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 used 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 use the above-mentioned Data Center and all lists and data contained therein only through November 30, 2014, 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 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 agrees that prior to providing to a vendor any data from a version of the Washington State Registered Voter File, which has been updated or enhanced by the WSRP, user must obtain and deliver to WSRP the signature of the Vendor agent on a written List Confidentiality Agreement.
6. User acknowledges that as consideration for the use of the list, that User shall update and enhance the 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.
7. User further agrees that any unauthorized release or use of the 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 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.
8. User agrees and understands that WSRP reserves the right to terminate this agreement and access to the Data Center without notice at any time, and User shall return all of the software and data to WSRP upon demand.
9. WSRP Limited Liability: The WSRP is an unincorporated association created under state statute and by the Bylaws of the Washington State Republican Party adopted by the 2011 organizational meeting of the Washington State Republican Central Committee. The members, officers, employees and agents of the WSRP, as well as the members of the Executive Committee of the WSRP, shall not be personally liable for any debt, liability, or obligation of the WSRP. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the WSRP, may look only to the funds and property of the WSRP for payment of any such contract or claim or for the payment of any debt, damages, judgment or decree or any money that may otherwise become due or payable to them from the WSRP.
10. This agreement and all its provisions apply to any successor organizations.

Name (print): _____

Organization: _____

Signed: _____

Date: _____