





# VOTERVAULT USE, EXCHANGE, AND CONFIDENTIALITY AGREEMENT

- 1) User agrees to abide by all the terms and conditions of this Voter Vault 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 Oregon Republican Party (ORP), 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 ORP.
- 3) ORP agrees to permit User to utilize the above-mentioned Voter Vault and all lists and data contained therein only through November 6, 2012, 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 ORP.
- 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 Vault, 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 Oregon Registered Voter File, which has been updated or enhanced by the ORP, user must obtain and deliver to ORP 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 Voter Vault, by providing to the ORP 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 Oregon Republican Party.
- 7) User further agrees that any unauthorized release or use of the Voter Vault, and all lists and data contained therein, will cause immediate and irreparable harm to the Oregon 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 ORP from any unauthorized disclosure, publication or use of Voter Vault 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 ORP from such unauthorized disclosure, publication or use. User agrees to venue in Marion County, and to pay the ORP its costs and reasonable attorney's fees in any action under this agreement.
- 8) User agrees and understands that ORP reserves the right to terminate this agreement and access to the Voter Vault without notice at any time, and User shall return all of the software and data to ORP upon demand.
- 9) ORP Limited Liability: The ORP is an unincorporated association created under state statute and by the Bylaws of the Oregon Republican Party adopted by the 2010 organizational meeting of the Oregon Republican Central Committee. The members, officers, employees and agents of the ORP, as well as the members of the Executive Committee of the ORP, shall not be personally liable for any debt, liability, or obligation of the ORP. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the ORP, may look only to the funds and property of the ORP 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 ORP.
- 10) This agreement and all its provisions apply to any successor organizations.

NAME (Print) \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

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