

LIST LICENSE AGREEMENT

THIS LIST LICENSE AGREEMENT (“Agreement”) is made and entered into effective as of the ____ day of _____, by and between the Republican Party of Minnesota, an unincorporated association (“RPM”), and _____ (“Licensee”).

RECITALS

- A. RPM is the sole and exclusive developer, creator, and owner of certain items of intellectual property in the form of computerized Data (as defined in Schedule A) constituting a computer-generated file of individuals.
- B. Licensee has submitted their National Delegate/Alternate application before the required deadline and is running for the position at the 2024 State Convention.
- C. The parties to this Agreement desire RPM to grant a non-exclusive license to Licensee to use the Data in connection with Licensee’s election effort, through May 18, 2024 (Date of the Spring, 2024 State Convention), all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Engagement. Subject to the terms and conditions set forth in this Agreement, Licensee hereby agrees to license from RPM, and by its acceptance of this Agreement, RPM hereby grants to Licensee a nonexclusive, non-assignable license (the “License”) to use RPM’s proprietary data identified on *Schedule A* attached hereto (the “Data”) subject to the conditions set forth in this License and to be used solely as provided in this License. **Licensee shall use the Data disclosed to Licensee solely and exclusively for purposes related to Licensee’s campaign activities and not for any other purpose, whatsoever, without the prior express written consent of RPM.** Licensee does not have the right to reproduce, publish, sell, transfer, assign, license, or sublicense the Data to other persons or parties, including, but not limited, to candidates for federal, state, or local office, their volunteers, agents, employees, and committees; political party units and their volunteers, agents, and employees; any commercial or professional fundraising Licensees, volunteers, or agents; or any other entity (whether organized for profit or not for profit). RPM expressly reserves and Licensee expressly agrees that the entire right, title, and interest to such Data shall remain at all times with RPM. RPM hereby retains the right, at its sole discretion, to provide the Data to any other campaign, committee, or entity before, during, and after the term of this engagement hereunder.

2. Term of Engagement. The License granted hereunder shall commence as of the date hereof and continue until May 18, 2024 (Date of the Spring 2024 State Convention), or such time as RPM delivers written notice to Licensee of such termination, for any reason or no reason.

3. No Partnership or Joint Venture. Nothing in this Agreement shall constitute or be deemed to constitute any party as the agent, representative, legal representative, partner, or joint venturer of any other party for any purpose, and no party shall be considered as having employee

status with any other party. No party is granted any right or authority to assume, or to create, any obligation or responsibility, express or implied, in the name or on behalf of the other party, except as may be provided in this Agreement or as may be specifically authorized in writing by a party's authorized officer(s).

4. Indemnification. Licensee agrees to indemnify, save, and hold RPM and RPM's officers, employees, agents, representatives, and assigns harmless from and against all acts, whether of omission or commission, from and against loss or damage of any nature, including costs of legal defense which RPM or RPM's officers, employees, agents, representatives, and assigns may sustain or become liable for, by reason of claims asserted against RPM or RPM's officers, employees, agents, representatives, and assigns on account of the acts or omissions of Licensee or Licensee's officers, employees, agents, representatives, and/or assigns.

5. Confidentiality.

5.1 Definitions. For purposes of this Agreement, "Proprietary Information" means any and all information and knowledge relating to RPM and the Data including, without limitation all data, documentation, methods, procedures, contact and contributor lists, and all data processing related materials or information relating to RPM and/or the Data except information which Licensee can demonstrate came to Licensee's attention prior to disclosure thereof by RPM, or which, at the time of disclosure to Licensee, had become a part of the public domain, through publication or communication by others, or which after disclosure to Licensee, becomes a part of the public domain, through publication or communication by others.

5.2 Covenant. Licensee agrees that: (i) Licensee will treat as confidential all Proprietary Information (as defined above) which may be made or become available to Licensee; (ii) Licensee will not disclose any Proprietary Information to any other person for any purpose without the prior written consent of RPM; (iii) Licensee will use all Proprietary Information only in connection with Licensee's campaign activities and not for any other purpose; and (iv) Licensee will prevent disclosure of any Proprietary Information by any employee, officer, agent, representative, or volunteer of Licensee to others and assume liability for any breach of this Agreement and for any disclosure or unauthorized use of Proprietary Information by Licensee or any of Licensee's employees, officers, agents, representatives, or volunteers. Licensee's obligation to maintain the confidentiality of and not wrongfully use the Proprietary Information is unconditional, shall survive the expiration or termination of this Agreement or Licensee's engagement with RPM, and shall not be excused whether or not Licensee maintains or continues any relationship with RPM.

5.3 Return of Documentation, Etc. Licensee agrees that all documents and other tangible property of any nature pertaining to the Data, the activities of RPM, or to any Proprietary Information, in Licensee's possession now or at any time during the period of Licensee's engagement with RPM, including, without limitation, memoranda, notebooks, notes, data sheets, records, contact or contributor telephone numbers and address lists, and electronic or mechanical data storage devices and records containing any Proprietary Information (save and except work product information belonging to Licensee as set forth in Section 6), are and shall be the property of RPM (the "Property") and that Licensee shall cease and desist using the Data and will return all such Property to RPM immediately upon termination of this Agreement for any reason or no reason, including

without limitation computer disks, magnetic tapes, phoning sheets, unused mailing labels, or other Data furnished to Licensee by RPM under this Agreement.

6. Ownership of Work Product. The parties acknowledge and agree that to the extent Licensee updates existing fields within the Data reflecting physical addresses, phone numbers, e-mail addresses, and general information indicating support for the RPM or another political party (e.g. indications of “strong Republican” or “leans Democrat”), Licensee will share the work product containing such updates with RPM. As a condition of this License, Licensee shall provide RPM with such work product upon conclusion of the 2022 RPM State Convention in an electronic form as directed by RPM. The parties mutually agree that the terms of paragraph 6 are limited only to updates to existing fields contained within the Data identified on Schedule A, and that any other work product derived from the Data – including but not limited to information regarding an individual’s support for any particular candidate – is solely the property of Licensee.

7. Use of RPM’s Name/Logo. Licensee agrees that the License granted hereunder does not grant to Licensee or Licensee’s officers, directors, agents, employees or representatives, except as otherwise expressed by RPM, any express or implied permission or consent to any use of the name or logo of RPM in conjunction with Licensee’s activities, including but not limited to endorsements, communications, solicitation of business, advertisements and publications, whether such statements are public or private, without the prior authorization of RPM.

8. Limitation of Remedies and Disclaimer of Consequential Damages. **RPM SHALL NOT BE LIABLE FOR ANY FORM OF INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY TYPE OR MANNER OF LOSS OCCASIONED BY, OR RESULTING FROM, ANY MALFUNCTION, DEFECT OR FAILURE OF THE DATA LICENSED HEREUNDER, OR NEGLIGENCE, EITHER ACTIVE OR PASSIVE, OR ANY OTHER TORT BY RPM. RPM MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE DATA LICENSED HEREUNDER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. Miscellaneous.

9.1 Notice. All notices under this Agreement shall be deemed delivered upon personal delivery, on the day of sending an email, three (3) days subsequent to posting with the U.S. Postal Service, certified mail (return receipt requested), or three (3) days subsequent to placement for delivery with and by a nationally-recognized overnight courier service, to the addresses of the respective parties shown below (or as otherwise modified by notice pursuant to this paragraph):

To Licensee: _____
Attn: _____

To RPM: Republican Party of Minnesota
7400 Metro Boulevard, Suite 424
Minneapolis, MN 55439
Attn: Anna Mathews, executive director
aem@mngop.com

9.2 Binding Effect. The provisions hereof shall be binding upon and shall inure to the benefit of RPM and Licensee and their respective heirs, personal representatives, successors, and assigns. Neither this Agreement, nor any of the rights or obligations of either party hereunder, may be assigned, in whole or in part, without the written permission of the parties hereto.

9.3 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota without giving effect to the choice of law provisions thereof.

9.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes and terminates any prior oral or written understandings or agreements between the parties relating to matters addressed herein. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by an authorized officer of the respective parties.

9.5 Waiver. The failure of any party to this Agreement to object or take affirmative action with respect to any conduct by the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof or of any future breach of subsequent wrongful conduct.

9.6 Right to Injunctive Relief. Licensee acknowledges that a breach by it of any of the terms of this Agreement may render irreparable harm to RPM and/or that RPM shall therefore be entitled to any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties, and to recover from Licensee all costs of litigation, arising out of or related to the enforcement of the provisions of this Agreement by Licensee, including, but not limited to, reasonable attorney fees and court costs.

9.7 Remedies Not Exclusive. No remedy conferred hereunder is intended to be exclusive, and each shall be cumulative and shall be in addition to every other remedy. The election of any one or more remedies shall not constitute a waiver of any other remedy.

10. No Personal Liability of RPM. RPM is an unincorporated association existing under the laws of the State of Minnesota. The members, officers, employees, and agents of RPM, as well as the members of RPM Executive Committee, shall not be personally liable for any debt, liability, or obligation of RPM. All persons, corporations, or other entities extending credit to, contracting with, or having any claim against RPM, may look only to the funds and property of RPM 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 RPM.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be duly executed on their behalf by their respective officers and, as of the day and year first above written.

REPUBLICAN PARTY OF MINNESOTA,
an unincorporated association

Dated: _____

By: Anna Mathews, executive director,
without recourse to her individually

("RPM")

Dated: _____

By: _____
Its: _____

("Licensee")

SCHEDULE A

Requested Data: 2024 State Convention Delegate List