

LICENSE AGREEMENT

This License Agreement ("**Agreement**") is made by and between Electionear Inc., a Delaware corporation, d/b/a Organizer, with offices located at 1118 Howard Street STE 3, San Francisco, CA 94103 ("**Organizer**"), and You ("**LICENSEE**") with an effective date (the "**Effective Date**") indicated in Your Agreement.

WHEREAS, LICENSEE desires to obtain the right to use one or more Services (defined below) available through the Organizer "Walk" software application in the Territory (defined in Exhibit A).

NOW THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Organizer and LICENSEE hereby agree as follows:

1. DEFINITIONS

a. "**Data**" means any information collected, transferred, uploaded or entered by any other means into the Organizer system (by LICENSEE or Organizer).

b. "**Enhanced Data**" means Data that has been augmented, verified, derived, aggregated, or in any way enhanced using Organizer algorithms or system components.

c. "**Confidential Information**" means information concerning Organizer or LICENSEE, their affiliates, their internal processes, policies, business strategies, and plans which are not in the public domain, the Services, literature, and all related Organizer or LICENSEE materials, technical evaluations, benchmarks, evaluation and test results, information concerning Organizer customers or prospects, and Organizer or LICENSEE products, techniques, designs, formulations, systems, programs, processes, policies, strategies and plans, voter lists and databases, organizer lists, polling data, as well as all information that is not in the public domain, which is disclosed by one party to the other. Without limiting the foregoing, the pricing terms of this Agreement shall be treated as Confidential Information hereunder.

d. "**Intellectual Property Rights**" means trade secret rights, rights in know-how, moral rights, copyrights, patents, trademarks (and the goodwill represented thereby), and similar rights of any type under the laws of any governmental authority, domestic or foreign, including all applications for and registrations of any of the foregoing.

e. "**Services**" includes the Organizer "Walk," "Talk," or "Walk and Talk" software application and hosted software platform and all hardware (including any mobile phones, tablets or other devices) provided by Organizer, and any training services or other software, information, data, tools or other materials provided by Organizer to LICENSEE.

2. LICENSE GRANT AND RESTRICTIONS

a. Subject to LICENSEE's acceptance of all of the terms and conditions of this Agreement, as of the Effective Date, Organizer grants LICENSEE a non-exclusive, nontransferable, limited right and license to access and use those Services specified in **Exhibit A** solely in the Territory. Unless a particular right is expressly granted herein, it is expressly excluded in this license.

b. LICENSEE agrees that it is responsible for ensuring its employees only use the Services as specifically provided in this Agreement. LICENSEE shall not allow unauthorized persons to use the Services and shall promptly notify Organizer of any unauthorized use or attempts thereof.

c. Organizer reserves the right to suspend access to the Services at any time, without notice and Organizer may, at its sole discretion, restrict LICENSEE's use of the Services or limit the hours of their availability.

d. Organizer reserves the right to add, discontinue, or modify any of the Services at any time and at its sole discretion. Unless stated otherwise, any new features that augment or enhance any portion of the existing Services shall be subject to all of the terms and conditions of this Agreement.

3. LICENSEE'S RESPONSIBILITIES

a. LICENSEE will only use the Services or any information contained in the Services in connection with transactions in which LICENSEE is involved.

b. LICENSEE will not use the Services or any information contained in the Services to engage in unfair, deceptive, criminal, or unlawful activity. LICENSEE will not provide any information contained in the Services to any natural person or business the LICENSEE has reason to believe will use the Services or information contained in the Services to engage in unfair, deceptive, criminal, or unlawful activity.

c. LICENSEE will not and shall not permit any party other than Field Strategies to (i) provide access to the Services to any natural person or third party; (ii) copy, transfer, sell, lease, syndicate, sub-syndicate, lend, publish, sublicense, or use for co-branding, timesharing, service bureau, arbitrage or other unauthorized purposes the Services; or (iii) rent, download, reproduce, modify, display, distribute, prepare derivative works of, translate, reverse engineer, reverse compile, reverse assemble, or disassemble the Services or any portion thereof. Third parties desiring to use the Services must enter into a separate agreement with Organizer.

d. LICENSEE will make reasonable efforts to not introduce any virus, logic bomb, harmful code, or Trojan horse to any portion of the Services and LICENSEE will not attempt to interfere with the Services (this includes, but is not limited to, deliberate attempts to overload the website and attempt to crash any host or server) or gain or attempt to gain unauthorized access to the Services or use any automated means to access, monitor or copy any part of the Services.

e. LICENSEE will promptly notify Organizer if it suspects or becomes aware of any unauthorized use of any of the Services.

f. LICENSEE will comply with all applicable laws, regulations, treaties, and conventions related to its use of the Services. Without limiting the foregoing, when using the Services, LICENSEE will comply with all federal, state, local and international laws, regulations, and rules governing communications made by telephone call, including without limitation, the Telephone Consumer Protection Act (TCPA) and its implementing regulations, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the FTC's Telemarketing Sales Rule, and all applicable state and local equivalents. LICENSEE will not use the Services in a manner that reasonably could be expected to damage or cause injury to the Services or otherwise reflect unfavorably on the reputation of Organizer.

4. PAYMENT TERMS

a. All fees are set forth in Exhibit A.

5. PROPRIETARY RIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY; CONFIDENTIAL INFORMATION

a. LICENSEE retains all right, title, and interest to the Data.

b. As between the parties, Organizer owns all right, title and interest, including without limitation all Intellectual Property Rights, in and to (i) the Services; and (ii) all Enhanced Data.

c. During the term, LICENSEE agrees to: (a) test, evaluate and analyze the Services and its operation, features, capabilities and performance; (b) comply with the reasonable requests of Organizer from time to time regarding testing; and (c) provide feedback, analysis, suggestions and comments to Organizer (including, but not limited to, bug reports and test results) as reasonably requested by Organizer, or as otherwise voluntarily provided by LICENSEE (collectively, "**Feedback**"). LICENSEE hereby assigns to Organizer all right, title and interest, including all Intellectual Property Rights, in and to the Feedback. Without limiting the generality of the foregoing, LICENSEE agrees that Organizer shall have the perpetual, irrevocable and worldwide

right to use, modify, license, sublicense and otherwise exploit all or part of the Feedback or any derivative thereof in any manner or media now known or hereafter devised without any remuneration, compensation or credit to LICENSEE. LICENSEE represents and warrants that LICENSEE has the right to grant to Organizer the rights granted under this Section and that any Feedback which is provided by LICENSEE to Organizer does not infringe any third-party Intellectual Property Rights.

d. LICENSEE acknowledges and agrees that portions of the Services include Confidential Information, contain trade secrets, and include proprietary know-how belonging to Organizer that is being made available to LICENSEE in confidence solely on the basis of a confidential relationship between Organizer and LICENSEE. Organizer acknowledges and agrees that the member and voter lists provided to Organizer are proprietary know-how belonging to LICENSEE that is being made available to Organizer in confidence solely on the basis of a confidential relationship between Organizer and LICENSEE. LICENSEE acknowledges and agrees that the Confidential Information of Organizer includes, without limitation, the terms of this Agreement and any information relating to the Services. Each party will protect the other's Confidential Information from unauthorized dissemination with reasonable care. Neither party will disclose (directly or indirectly, by action or omission) to third parties the other's Confidential Information without the prior written consent of the other party. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Notwithstanding the foregoing, either party may use or disclose Confidential Information to the extent such party is legally compelled to disclose such Confidential Information, provided, however, that prior to any such compelled disclosure, the disclosing party will notify the non-disclosing party and will cooperate fully with the non-disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

e. Organizer may use and disclose non-Confidential Information derived from LICENSEE's use of the Services (or any information or data in an aggregated or non-personally identifiable form) including Enhanced Data (a) in accordance with Organizer's Privacy Policy or Terms of Service; (b) if required by court order, Law or governmental agency; or (c) to operate, manage, maintain and improve the Services or in connection with the operation of Organizer's business.

f. All documents and other tangible objects containing or representing Confidential Information that have been disclosed hereunder, and all copies thereof that are in the possession of a party receiving such information hereunder, shall be promptly returned to the disclosing party or destroyed (with proof of such destruction) upon the termination of this Agreement, except the receiving party may retain one (1) archival copy thereof, which copy shall be used only by such party and its legal advisors in connection with fulfilling its obligations or exercising its rights under this Agreement or a review of obligations hereunder or other legal or contractual matters.

6. LICENSEE ACKNOWLEDGMENTS AND DISCLAIMERS

a. LICENSEE recognizes and acknowledges that the Services are provided in conjunction with devices and mobile services obtained from a third party mobile provider (the "**Third Party Services**"), and are subject to the terms and conditions of such third party mobile providers which may be provided by Organizer to LICENSEE. LICENSEE agrees to comply with such third party terms and conditions and hereby releases Organizer, its agents, employees, and independent contractors from any and all liability for any loss or injury arising out of or caused, in whole or in part, by any negligent acts or omissions of any such persons in connection with the preparation, delivery, supply, and/or contents of Third Party Services and from any loss, injury or expense suffered by LICENSEE resulting directly or indirectly from Third Party Services.

b. NEITHER Organizer NOR ITS partners, parents, subsidiaries, agents, affiliates, suppliers and/or licensors (together, "**AFFILIATED PARTIES**") SHALL BE LIABLE FOR ANY DIRECT,

INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL OR OTHER INTANGIBLE LOSSES ARISING OUT OF, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE RESULTS OF THE ABILITY OR INABILITY TO USE THE SERVICES.

c. THE Services ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND Organizer AND AFFILIATED PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY, SUFFICIENCY, COMPLETENESS, TIMELINESS, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, Organizer MAKES NO WARRANTY THAT THE Services WILL MEET LICENSEE'S REQUIREMENTS OR THAT ACCESS TO THE SAME WILL BE UNINTERRUPTED OR ERROR-FREE.

d. NEITHER Organizer NOR ITS AFFILIATED PARTIES WILL BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR (a) ANY UNAUTHORIZED USE OF THE Services OR USE FOR PURPOSES NOT INTENDED UNDER THIS Agreement, or (b) ANY LIABILITY OR DAMAGE CAUSED OR INITIATED BY THIRD PARTIES AND AFFECTING LICENSEE'S MOBILE DEVICES, COMPUTERS, COMMUNICATION FACILITIES, SOFTWARE, DATA OR Services THAT MAY RESULT FROM USE OR ACCESS OF THE Services.

e. NOTWITHSTANDING ANYTHING IN THIS Agreement TO THE CONTRARY, IN NO EVENT SHALL Organizer, OR ITS AFFILIATED PARTIES, BE LIABLE FOR DAMAGES OR MONETARY REMEDIES OF ANY KIND IN THE AGGREGATE UNDER THIS Agreement THAT EXCEED THE LESSER OF ONE THOUSAND DOLLARS (\$1,000) OR LICENSE FEE PAID OR OWED BY LICENSEE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR CLAIMS GIVING RISE TO THE LIABILITY.

7. INDEMNIFICATION

a. LICENSEE shall indemnify and save harmless Organizer and its affiliates from any loss, expense (including reasonable attorneys' fees), damage or liability arising out of any claim, demand, suit or action brought by third parties to the extent arising out of or relating to LICENSEE's use of the Services in violation of LICENSEE's responsibilities set forth in Section 3; provided that Organizer gives prompt notice to LICENSEE of any such claim and full opportunity to defend or settle such claim at LICENSEE's cost and expense and with Organizer's cooperation.

8. TERM AND TERMINATION

a. This Agreement shall commence and become effective on the Effective Date and shall continue for the period specified in **Exhibit A** (the "**Period**").

b. Either party may terminate this Agreement at any time and for any reason upon written notice to the other party.

c. Immediately upon expiration or termination of this Agreement, LICENSEE will cease using the Services and cause all employees to cease using the Services. Further, upon expiration or termination of this Agreement, LICENSEE will either (i) return all hardware provided by Organizer under this Agreement, (ii) purchase all hardware provided by Organizer under this Agreement and assume Organizer's obligations under any outstanding service contracts with third party mobile providers, or (iii) upon mutual agreement of the parties, apply the hardware provided by Organizer under this Agreement to future projects. The following sections of this Agreement shall survive termination and will remain in effect: Sections 1, 3, 4 (for obligations accrued during the term of this Agreement), 5, 6, 7, 8, and 9.

9. MISCELLANEOUS

a. Publicity. Any public announcement relating to the Agreement must fairly and accurately represent the parties' business relationship, must not conflict with this Agreement and must be approved by the other party prior to its release.

b. Construction. Singular terms shall be construed as plural, and vice versa, where the context requires. The headings of Sections of this Agreement are for convenience only and are not to be used in interpreting this Agreement.

c. Independent Contractors. It is the intention of Organizer and LICENSEE that Organizer and LICENSEE are, and will be deemed to be, independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement will be deemed or construed in any manner whatsoever as creating any partnership, joint venture, employment, agency, fiduciary or other similar relationship between Organizer and LICENSEE.

d. Entire Agreement. This Agreement, together with all exhibits hereto, represents the entire agreement between the parties with respect to the subject matter hereof and will supersede all prior agreements and communications of the parties, oral or written.

e. Agreement and Waiver. No Agreement to, or waiver of, any provision of this Agreement will be effective unless in writing and signed by both parties. The waiver by any party of any breach or default will not constitute a waiver of any different or subsequent breach or default.

f. Governing Law. This Agreement will be governed by and interpreted in accordance with the Laws of the State of California without regard to any conflict of laws principles.

g. Successors and Assigns. LICENSEE may not assign or transfer, by operation of law or otherwise, this Agreement and/or any rights and/or obligations hereunder without the prior written consent of Organizer, which consent shall not be unreasonably withheld, conditioned or delayed. Organizer may subcontract the performance of its obligations hereunder, but shall remain liable for any breach thereof by its subcontractors. Organizer is free to assign this Agreement in connection with the merger, sale of assets, reincorporation or reorganization of Organizer. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. Any assignment in violation of the foregoing shall be null and void, and of no force or effect.

h. Force Majeure. Neither party will be liable for failure to perform or delay in performing any obligation (other than the payment of money) under this Agreement if such failure or delay is due to fire, flood, earthquake, strike, war (declared or undeclared), embargo, blockade, legal prohibition, governmental action, riot, insurrection, damage, destruction or any other similar cause beyond the control of such party.

i. Notices. All notices, requests, demands, waivers, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given: (i) when delivered by hand or confirmed facsimile transmission; (ii) one day after delivery by receipted overnight delivery; or (iii) four days after being mailed by certified or registered mail, return receipt requested, with postage prepaid to the appropriate address set forth at the beginning of this Agreement or to such other person or address as either party shall furnish to the other party in writing pursuant to the above.

j. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

k. Third Party Beneficiary. The parties hereby acknowledge and agree that no person is an intended third party beneficiary to this Agreement.

l. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.