

GOP ENVOY SERVICE AGREEMENT

This **GOP ENVOY SERVICE AGREEMENT** ("**Agreement**") is a legal agreement between Campaign ("**Campaign**"), and GOP Envoy ("**GOP Envoy**") and together with Campaign, the "**Parties**", and each a "**Party**".

GOP ENVOY PROVIDES THE SERVICES (AS DEFINED HEREIN) SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CAMPAIGN ACCEPTS AND COMPLIES WITH THEM. BY CREATING AN ACCOUNT OR OTHERWISE REQUESTING, ACCESSING OR USING THE SERVICES, CAMPAIGN (A) ACKNOWLEDGE THAT CAMPAIGN HAS READ THIS AGREEMENT, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND AGREE THAT CAMPAIGN IS LEGALLY BOUND BY ITS TERMS; AND (B) CAMPAIGN REPRESENT AND WARRANT THAT: (I) CAMPAIGN HAVE THE FULL RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT FOR CAMPAIGN, OR IF CAMPAIGN IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, CAMPAIGN HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH ENTITY AND TO BIND SUCH ENTITY TO THE TERMS HEREIN; AND (II) CAMPAIGN (AND CAMPAIGN ORGANIZATION, IF APPLICABLE) HAS THE FULL RIGHT, POWER, AND AUTHORITY TO PERFORM THE OBLIGATIONS AND GRANT THE RIGHTS, LICENSES, CONSENTS, AND AUTHORIZATIONS HEREIN. IF CAMPAIGN DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CAMPAIGN MUST NOT CREATE AN ACCOUNT, DOWNLOAD, INSTALL, ACCESS OR OTHERWISE USE THE SERVICES.

THIS AGREEMENT REQUIRES CAMPAIGN TO RESOLVE DISPUTES WITH GOP ENVOY THROUGH FINAL AND BINDING ARBITRATION, EXCEPT AS OTHERWISE SET FORTH HEREIN. ANY ARBITRATION UNDER THIS AGREEMENT MUST TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. THINK CAREFULLY ABOUT WHAT THIS MEANS FOR CAMPAIGN.

1. SERVICES AND LICENSES

1.1 Services. GOP Envoy has created a proprietary text messaging software platform ("**GOP Envoy**") that permits customers to initiate text messages to identified recipients (the "**Services**") and desires to host and provide access to GOP Envoy and the Services to Campaign as set forth in the Plan Description found on our website, <https://gopenvoy.com/signup.html>, as it may be amended from time to time in the future (the "**Plan Description**"). To the extent the terms of the Plan Description conflict with the terms of this Agreement or the Website Terms (as defined in Section 1.3(f)) the terms set forth in this Agreement shall govern.

1.2 Licenses.

(a) GOP Envoy hereby grants Campaign a non-exclusive, non-transferable (except as set forth in Section 8.10), non-sublicensable license during the Term (as defined in Section 2.1) to download, access and use GOP Envoy for the purpose of receiving the benefits of the Services. GOP Envoy, in its sole discretion, may make updates, upgrades, or other new releases of GOP Envoy available to Campaign.

(b) Subject to the terms hereof, law, and the rights granted by the non-conflicting terms of the Website Terms, Campaign grants GOP Envoy a royalty-free, fully paid-up, non-exclusive, non-sublicensable license to use all Campaign Data (as defined in Section 4.2); provided, however, that GOP Envoy may not, without Campaign's express prior written consent, transfer or otherwise make available the Campaign Data to any other customer of GOP Envoy or use the Campaign Data for any purpose except to perform its obligations under this Agreement, including the maintenance, hosting and provision of the Services, or otherwise for GOP Envoy's internal purposes (e.g., such as for testing, improvement or modification of GOP Envoy). The license granted in this Section 1.2(b) will be granted in perpetuity, is irrevocable and shall survive the termination or expiration of this Agreement.

(c) Campaign authorizes GOP Envoy to refer to Campaign's name in GOP Envoy's press releases, social media posts, blog posts, and other marketing materials.

1.3 Use of Services and Restrictions.

(a) Campaign is responsible for maintaining the confidentiality of any and all usernames and passwords issued to or created by Campaign that are used to access the Services. Campaign acknowledges and agrees that Campaign is solely responsible for any and all activities conducted through the use of GOP Envoy, whether by Campaign's employees, agents, service providers or any other person that interacts with GOP Envoy under Campaign's account, whether such action is made with or without Campaign's authority.

(b) Campaign agrees that it will not use, and will not permit any other person or entity to use, GOP Envoy to transmit any content that is illegal or that relates to or references illegal activities, drugs, or alcohol; that is defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive; or that infringes upon or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). Campaign further agrees that it will not use, and will not permit any other person or entity to use, GOP Envoy to contact any emergency services, to annoy or harass any person or entity, or in any manner that otherwise violates any federal, state or local law, regulation or ordinance.

(c) Campaign agrees that it will only use, and permit others to use, GOP Envoy in a manner that is consistent with the terms of this Agreement and Applicable Law. For purposes of this Agreement, "**Applicable Law**" shall mean any applicable law, rule, statute, regulation or legal obligations applicable to the use of GOP Envoy by Campaign, including, without limitation, the Telephone Consumer Protection Act, 47 U.S.C. § 227, and the Federal Communications Commission's rules issued thereunder, including 47 C.F.R. § 64.1200 (collectively, the "**TCPA**"), the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§ 6101 et seq., and the Federal Trade Commission's Telemarketing Sales Rule issued thereunder, 16 C.F.R. §§ 310.1 et seq. (collectively, the "**TSR**"), federal and state laws relating to do-not-call registries ("**DNC Laws**"), federal and state campaign finance laws (including required disclaimer, disclosure, or "Paid for by" laws, such as the California Text Message DISCLOSE Act, or AB 201), and any analogous or similar foreign, local, municipal or state laws and regulations. For the avoidance of doubt, Campaign may only use GOP Envoy to initiate or cause to be initiated messages if the subscriber or customary user of the telephone number to be contacted has provided the consents that are required by Applicable Law for the type of message sent and has not revoked such consent. Campaign agrees to promptly honor any request by a message recipient to not be contacted or any other revocation of consent to be contacted via any particular manner, for any particular purpose or at any particular times. To the extent any message constitutes an advertisement or serves a marketing purpose and to the extent required by Applicable Law, Campaign agrees to obtain and review the applicable federal and state do-not-call registries as frequently as required by Applicable Law and to refrain from initiating messages to any telephone number appearing on any such registry. Campaign shall be solely responsible for any and all messages sent through the use of GOP Envoy and GOP Envoy shall have no liability for any such messages.

(d) Campaign shall not take any action to mask, spoof or alter caller identification information in violation of any applicable federal or state law, including, without limitation, the TSR, the FCC's Truth in Caller ID Rules, 47 C.F.R. §§ 1601 et seq., and analogous state laws and regulations.

(e) Campaign may not sell, license, sublicense, modify, distribute, display, disassemble, or reverse engineer GOP Envoy, in whole or part, and may not use GOP Envoy on behalf of anyone other than Campaign or make the same available on a time-share or service bureau basis. Campaign may not use GOP Envoy to store or transmit code, files, script, or programs intended to do harm, such as viruses, worms, time bombs or other malicious code, or otherwise interfere with the integrity, performance or security of GOP Envoy. Campaign may not modify or remove any proprietary notices included GOP Envoy by GOP Envoy. Campaign may not access GOP Envoy in order to build a competitive service or product; for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or to "harvest" or collect information (including information about other GOP Envoy users) using an automated software tool or manually on a mass basis.

(f) Campaign understands and agrees that use of GOP Envoy, is subject to GOP Envoy's Terms of Service (available at: <https://www.nrc.org/gop-envoy-terms-of-service/>), Privacy Policy (available at: <https://www.nrc.org/gop-envoy-privacy-policy/>), and Acceptable Use Policy (available at: <https://www.nrc.org/gop-envoy-acceptable-use-policy/>) (collectively, the "**Website Terms**"), which are hereby incorporated by reference. Campaign will comply with, and cause any of its users to comply with, the terms of this Agreement and the applicable Website Terms. Notwithstanding any other provision to the contrary, to the extent the terms of this Agreement conflict with the Website Terms, the terms of this Agreement shall govern. Campaign acknowledges and agrees that the Website Terms may be modified by GOP Envoy at any time, for any reason, and at GOP Envoy's sole discretion. A revised version of any of the Website Terms will be effective as of the date it is posted. Campaign should review the Website Terms periodically to be aware of and understand any changes. Notwithstanding the foregoing, in the event GOP Envoy makes a material change to the Website Terms, GOP Envoy will provide Campaign with notice of such change by posting a notice on GOP Envoy's website, after which Campaign's access to and use of GOP Envoy shall be subject to the updated version of the Website Terms.

(g) To the extent Campaign adopts its own terms of service, terms or use, privacy policy or similar restrictions relating to the use of GOP Envoy (collectively, "**Campaign Policies**"), Campaign agrees that GOP Envoy will be made a third-party beneficiary of any such Campaign Policies. Campaign Policies shall be at least as restrictive as the Website Terms and the Terms of this Agreement. Campaign shall submit a copy of any Campaign Policy to GOP Envoy for approval prior to its adoption and agrees that it shall not adopt or post any Campaign Policy that has not yet been approved by GOP Envoy.

2. TERM AND TERMINATION

2.1 Term. Except as otherwise provided in this Agreement, this Agreement will commence on the date that Campaign obtains account credentials in order to access GOP Envoy (the "**Effective Date**") and end on December 31, 2020 (collectively, the "**Term**").

2.2 Termination by Either Party. Either Party may terminate this Agreement at any time, and for any reason. Should Campaign choose to cancel its subscription, Campaign will be responsible for the full subscription fee for the month in which Campaign cancels, and GOP Envoy will continue to provide Campaign access to GOP Envoy until the end of the month.

2.3 Effect of Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

- (a) all non-perpetual rights, licenses, consents and authorizations granted by either Party to the other hereunder will immediately terminate;
- (b) Campaign will promptly pay all amounts due under this Agreement; and
- (c) GOP Envoy may disable access to GOP Envoy.

2.4 Survival. The rights and obligations of the Parties set forth in Section 3, Section 4, Section 5, Section 8, and Sections 1.2(b), 2.3, 2.4, 6.1.2, 7.1 (for services provided prior to expiration or termination), 7.2, 7.3, 7.4 and any other right or obligation of the Parties in this Agreement which, by its nature, should survive expiration or termination of this Agreement, will survive any such expiration or termination of this Agreement.

3. INDEMNIFICATION

3.1 Campaign. Campaign agrees to indemnify, defend and hold harmless NRCC, GOP Envoy and its affiliates, and its and their officers, directors, employees, agents and representatives from and against any losses, costs, damages, liabilities, expenses, fees or fines (including reasonable attorneys' fees) to the extent incurred as a result of or otherwise arising from any third party claim, allegation, lawsuit, demand, or proceeding (hereafter "**Claim**") based upon, or in connection with, (i) any material breach of the terms of this Agreement by Campaign or any of its directors, officers, employees, consultants, contractors, personnel, agents or service providers (collectively, "**Representatives**"); (ii) any use by Campaign or its Representatives of GOP Envoy or Campaign Data, in violation of this Agreement or Applicable Law; (iii) negligence by Campaign or any of its Representatives relating to the use of Campaign Data; (iv) a message that is sent by Campaign or any of its Representatives without the consent required under Applicable Law, including the TCPA, TSR or analogous state laws; (v) any alleged or actual violation of Applicable Law (which includes, without limitation, the TCPA, TSR, DNC Laws and analogous state laws) or any other legal obligation by Campaign or any of its Representatives and (vi) any public disclosure of, or insufficient security that leads to the disclosure of, Campaign Data that occurs as a result of an act or omission of Campaign or any of Campaign's Representatives. Notwithstanding the foregoing, Campaign shall have no obligation to indemnify GOP Envoy if a Claim results from the gross negligence or willful misconduct of GOP Envoy which caused text messages to be sent through GOP Envoy's systems in Campaign's name that (i) were not authorized by Campaign at the time of their sending, or (ii) contained content not created, authorized, or approved by Campaign.

3.2 GOP Envoy. GOP Envoy agrees to indemnify, defend and hold harmless Campaign, its officers, directors, employees, agents and representatives from and against any losses, costs, damages, liabilities, expenses, fees or fines (including reasonable attorneys' fees) to the extent incurred as a result of or otherwise arising from any third party claim, allegation, lawsuit, demand, or proceeding based upon any allegation that GOP Envoy infringes or misappropriates any third party copyright, trademark, trade dress, trade secret right or other intellectual property right. If an indemnification claim is made under this Section 3.2 or if GOP Envoy believes such a claim is reasonably likely, in its sole discretion and at its sole expense, GOP Envoy may (i) undertake to procure for Campaign the right to continue using GOP Envoy, (ii) modify GOP Envoy to render it non-infringing but with substantially equivalent functionality; (iii) substitute GOP Envoy with a replacement that is non-infringing but with substantially equivalent functionality; or (iv) if none of clauses (i), (ii) or (iii) can be achieved on terms and conditions reasonably acceptable to GOP Envoy, terminate this Agreement and Campaign may request a refund of any fees that have been paid in advance.

3.3 Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any action for which such Party believes it is entitled to be indemnified pursuant to Section 3.1 or Section 3.2, as the case may be. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 3.3 will not relieve the Indemnitor of its obligations under this Section 3, except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any such action, without first obtaining the Indemnitee's prior written consent, where the settlement of such action results in any admission of guilt or liability on the part of the Indemnitee, imposes any obligation or liability on the Indemnitee, or has a judicially binding effect on the Indemnitee (other than monetary liability for which the Indemnitee is indemnified by the Indemnitor).

4. OWNERSHIP OF MATERIALS

4.1 Ownership of GOP Envoy. GOP Envoy is and will remain the sole and exclusive owner of GOP Envoy, as well as any upgrades, updates, modifications and developments. Campaign will not acquire any interest in GOP Envoy or any other intellectual property of GOP Envoy by virtue of any rights granted under this Agreement. All rights not expressly granted hereunder by GOP Envoy are expressly reserved to GOP Envoy.

4.2 Campaign Data. As between the Parties, Campaign owns all right, title and interest in and to any telephone numbers, names, notes or messages that are uploaded, received, stored, maintained, collected, or processed within GOP Envoy by Campaign (the "**Campaign Data**"). Subject to the provisions of Section 1.2(b), above, GOP Envoy shall have the non-revocable right to collect and store any such Campaign Data pursuant to GOP Envoy's Privacy Policy (which is available at: <https://www.nrcc.org/gop-envoy-privacy-policy/>).

4.3 Notifications. Campaign will notify GOP Envoy of any known use or registration by third parties of GOP Envoy that may be an unauthorized use or may infringe upon GOP Envoy's rights. At no time will Campaign challenge GOP Envoy's ownership of GOP Envoy or GOP Envoy's intellectual property rights.

5. LIMITATION OF LIABILITY

GOP ENVOY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST GOODWILL, LOST BUSINESS, LOST REVENUE, LOST DONATIONS OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF GOP ENVOY IS MADE AWARE OF THE POSSIBILITY OF THE SAME OR THE SAME IS OTHERWISE FORESEEABLE. IN NO EVENT WILL GOP ENVOY'S LIABILITY TO CAMPAIGN IN ANY EVENT EXCEED THE FEES PAID TO GOP ENVOY BY CAMPAIGN IN THE SIX (6) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY. THE PARTIES AGREE THIS LIMITATION OF LIABILITY IS A MATERIAL TERM OF THIS AGREEMENT WITHOUT WHICH GOP ENVOY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND THAT THEY INTEND FOR THIS PROVISION TO APPLY EVEN IF THE AVAILABLE DAMAGES FAIL TO MEET THEIR ESSENTIAL PURPOSE.

6. WARRANTY AND DISCLAIMER

6.1 By GOP Envoy.

6.1.1 GOP Envoy warrants that all Services under this Agreement will perform substantially in accordance with any written documentation about the Services provided by GOP Envoy for a period of 90 days from the Effective Date.

6.1.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND GOP ENVOY ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND GOP ENVOY

MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. GOP ENVOY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. GOP ENVOY MAKES NO WARRANTY OR REPRESENTATION THAT THE SERVICES OR GOP ENVOY MEETS CAMPAIGN'S NEEDS OR OTHERWISE RESULTS IN ANY EXPECTED OUTCOME OR THAT GOP ENVOY WILL BE ERROR-FREE OR UNINTERRUPTED OR WILL OTHERWISE ENSURE CAMPAIGN'S COMPLIANCE WITH ANY PARTICULAR LAW, RULE, OR REGULATION (INCLUDING, WITHOUT LIMITATION, THE TCPA, TSR AND DNC LAWS). GOP ENVOY MAKES NO REPRESENTATION OR WARRANTY AS TO THE TIMELINESS OR SECURITY OF ANY COMMUNICATIONS TO OR WITHIN GOP ENVOY, THE DELIVERY OF ANY MESSAGE OR COMMUNICATION THROUGH GOP ENVOY, OR THE SECURITY OF ANY CAMPAIGN DATA OR INFORMATION, WHETHER IN TRANSIT OR AT REST.

6.2 By Campaign. Campaign represents and warrants that Campaign's collection, storage, transfer, use and licensing of the Campaign Data and use of GOP Envoy is in compliance with all Applicable Laws in all relevant U.S. and foreign jurisdictions (including, without limitation, the TCPA, TSR and DNC Laws), Campaign's privacy policies and the requirements of any contract or codes of conduct to which Campaign is a party. Campaign represents, warrants and covenants that it has and will have all necessary authority, consents, permits, licenses and authorizations to receive, use, disclose and license the Campaign Data under this Agreement, including in connection with the use of GOP Envoy, and to send messages to any third parties contacted via GOP Envoy.

7. FEES

7.1 Fees. For the performance of the Services contemplated in the Plan Description and grant of rights to Campaign in accordance with the terms of this Agreement, Campaign agrees to pay GOP Envoy, via an automatic charge with the credit card on file with GOP Envoy, the following fees: a) an initial balance charge of \$100 for text messaging credits on the Effective Date; and b) an additional \$100 for text messaging credits whenever Campaign's account balance drops below \$50. Campaign may also choose to manually replenish its account balance, but Campaign will not be able to send any text messages unless there is a positive balance in the Campaign's account. Any out-of-scope services requested by Campaign and accepted by GOP Envoy that exceed those agreed to be provided by GOP Envoy in the Plan Description, each in its sole discretion, will be billed separately. All Fees are nonrefundable except as expressly set forth herein. Without limiting the foregoing, no refunds or credits will be issued for partial periods of service, upgrade/downgrade refunds, or refunds for periods unused with an active subscription.

7.2 Taxes. Campaign shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any Fees payable by Campaign hereunder; provided, that, in no event shall Campaign pay or be responsible for any taxes imposed on, or with respect to, GOP Envoy's income, revenues, gross receipts, personnel or real or personal property or other assets.

8. MISCELLANEOUS

8.1 Complete Agreement. This Agreement represents the complete and entire agreement between Campaign and GOP Envoy and completely replaces and supersedes all previous agreements, whether written or oral, pertaining to the subject matter hereof.

8.2 Interpretation. For purposes of this Agreement the words "including," "included" and "includes" mean including without limitation, and the term "or" is not exclusive.

8.3 Remedies. Campaign acknowledges that in the event of a breach or threatened breach of GOP Envoy's intellectual property rights or other misuse of GOP Envoy, money damages would be inadequate and GOP Envoy would not have an adequate remedy at law. Accordingly, Campaign agrees that upon a breach or threatened breach of this Agreement, GOP Envoy may (in addition and supplementary to other rights and remedies existing in its favor) apply to any court of law or equity of competent jurisdiction for specific performance, injunctive or other equitable relief without posting of a bond, proof of damage or other similar requirement.

8.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at the e-mail address GOP Envoy has on record for Campaign. Unless otherwise agreed herein, all Notices shall be in writing and shall be deemed effectively given when sent by confirmed electronic mail if sent during normal business hours of the receiving Party, and if not so confirmed, then on the next business day, in each case when the Party giving the Notice has complied with the requirements of this Section 8.5.

8.5 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

8.6 Amendments. GOP Envoy may modify the terms of this Agreement by providing written notice to Campaign, which may be presented to Campaign through GOP Envoy. Upon receipt of such notice, Campaign shall have 30 days to terminate this Agreement. If Campaign does not exercise such right, Campaign shall be deemed to agree to the terms of any such modification. Campaign may only modify the terms of this Agreement if it obtains the written Agreement of GOP Envoy. Campaign may only modify the terms of this Agreement with prior written consent of GOP Envoy.

8.7 Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8.8 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

8.9 Assignment. Campaign shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of GOP Envoy. Any purported assignment or delegation in violation of this Section 8.9 shall be null and void. No assignment or delegation shall relieve Campaign of any of its obligations under this Agreement. GOP Envoy may freely assign and subcontract its obligations under this Agreement, whether in whole or in part, without the consent of Campaign.

8.10 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

8.11 Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8.12 Choice of Law. This Agreement and all related documents, including all attachments appended hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

8.13 Arbitration. Any controversy, dispute or claim arising out of or relating to this Agreement or any breach thereof (other than for any controversy, dispute or claim relating to breaches of GOP Envoy's intellectual property rights or confidentiality) will be determined by final and binding arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). There shall be one arbitrator agreed to by the Parties within 20 days of receipt by respondents of the request for arbitration or, if the Parties fail to agree within such period, such arbitrator shall be appointed by the AAA in accordance with its Commercial Rules. The award rendered by the arbitrator shall be final and binding on the Parties and may be entered and enforced in any court having jurisdiction. The place of arbitration shall be the District of Columbia. Notwithstanding anything to the contrary herein, Campaign may opt out of the foregoing arbitration provision by notifying GOP Envoy of Campaign's desire to opt out, which writing must be dated, signed and delivered by U.S. Mail or by any nationally recognized delivery service (e.g., UPS, Federal Express, etc.), or by hand delivery to: Rob Jentgens, NRCC Chief Executive Officer, 320 First Street, SE,

Washington, DC 20003, United States. In order to be effective, the writing must clearly indicate Campaign's intention to opt out of the foregoing arbitration provision, and the envelope containing the signed writing must be received (if delivered by hand) or postmarked within 30 days of the Effective Date. Should Campaign not opt out of the foregoing arbitration provision within such 30-day period, Campaign shall be bound by the terms of the foregoing arbitration provision. Campaign has the right to consult with counsel of Campaign's choice concerning the foregoing arbitration provision.

8.14 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING ANY ATTACHMENTS THERETO OR DOCUMENTS REFERENCED THEREIN, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY ATTACHMENTS THERETO OR DOCUMENTS REFERENCED THEREIN, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8.15 Force Majeure. GOP Envoy shall not be liable or responsible to Campaign, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of GOP Envoy, including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

8.16 Public Announcements and Case Studies. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other Party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that GOP Envoy may, without Campaign's consent, include Campaign's name and/or other indicia in its lists of GOP Envoy's current or former customers and other unidentifiable aggregate Campaign Data (e.g., increase in number of P2P texts sent or the number of telephone numbers uploaded) in company-wide information about GOP Envoy in its promotional and marketing materials. For purposes of clarity, nothing in this Agreement shall be construed as preventing GOP Envoy from discussing its own products, services, and business practices.