



Terms and Conditions

These Terms and Conditions apply to the Bonterra Product, Mobilize (“Mobilize”), and is subject to the Bonterra Master Subscription and Services Agreement (together with all incorporated documents and attachments hereto, collectively, the “**Agreement**”).

Your use of Mobilize, or any of the services or features accessible therein constitutes your acceptance of the Agreement.

1. **DEFINITIONS:** As used in this Agreement.

1.1. “**Access Protocols**” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the Mobilize Service.

1.2. “**Mobilize**” means the services made available that manages campaigns, unions, committees, political parties, and advocacy groups, including volunteers, organizers, and voters. Mobilize service includes, without limitation, those features and functionality described in the Mobilize Product description that enable Customer to create and manage volunteer events, communicate with volunteers, and distribute events via email.

1.3. “**Customer,**” “**User,**” “**you,**” or “**your**” means the person using or accessing Mobilize, or any of the services or features accessible therein and the person or entity in an Order form.

1.4. “**User Content**” means any content or data created, collected, developed by or on behalf of, or provided to Bonterra by or on behalf of Customer and used with the Mobilize, and includes, without limitation, event information provided by Customer to Mobilize or submitted by Customer into the Mobilize Service. User Content does not include Volunteer Personal Information (defined below).

1.5. “**Volunteer**” Any individual that signs up for an event or action hosted on Mobilize, or otherwise shares their personal information with Customer through Mobilize.

1.6. “**Authorized User**” means, subject to Section 2.5 (a), each of your employees, volunteers, agents, independent contractors, and organization members, and (b) solely if and to the extent expressly authorized by Bonterra, who in each case are provided user names and passwords and permitted hereunder to access Mobilize pursuant to your rights under the Agreement.

1.7. “**Personal Information**” means any information that identifies an individual as further defined by the Bonterra Privacy Policy.

2. **MOBILIZE SERVICE.**

2.1. **Restrictions on Use.** User will not or Customer will not permit any User or other party, to: (a) use the Mobilize to harvest, collect, gather or assemble information or data regarding other Users or individuals using the Mobilize Service; (b) access or copy any data or information of other Users or individuals without their consent; (c) knowingly interfere with or disrupt the integrity or performance of Mobilize or the data contained therein; (d) harass or interfere with another User’s access and enjoyment of Mobilize; (e) reverse engineer, disassemble, or decompile any component of Mobilize; (f) interfere in any manner with the



operation of Mobilize and its hardware and network used to operate the Bonterra Product; (g) sublicense any of a Customer's rights under this Agreement, unless expressly authorized; (h) modify, copy or make derivative works based on any part of Mobilize or any Bonterra Product; or (i) otherwise use Mobilize or any Bonterra Product in any manner that exceeds the scope of use permitted under this Agreement.

2.2. **Volunteer Terms; Volunteer Personal Information.** Customer acknowledges and agrees that all Volunteers will be subject to Company's Terms of Use (<https://www.mobilize.us/terms-of-use>) and Privacy Policy (<https://www.mobilize.us/privacy>) (collectively, the "Volunteer Terms").

2.3. In the event of any conflict or inconsistency between this Agreement and the Volunteer Terms, the Volunteer Terms will control solely with respect to such Volunteers' use of the Mobilize Service and Mobilize's use of such Volunteers' Personal Information. Mobilize will store Customer affiliation data associated with all Volunteers' sign-ups (collectively "**Customer Attribution**"). Customer affiliation data is determined by the ownership and Customer branding of the volunteer page on which such Volunteer is recruited. Customer Attribution is stored for all volunteer sign-ups. Volunteers with Customer Attribution solely associated with Customer are "**Exclusive Volunteers**", and, notwithstanding anything in the Volunteer Terms to the contrary, such Exclusive Volunteers' Personal Information will only be used by Mobilize for Limited Permitted Uses (as defined in this Section 2.6). For purposes of this Agreement, the "**Limited Permitted Uses**" are: (i) engaging and re-engaging Exclusive Volunteers on behalf of Customer; (ii) building statistical models and "lookalike" audiences; (iii) retaining an Exclusive Volunteer's Personal Information in accordance with Mobilize's record retention policies, only as permitted by the Volunteer Terms; (iv) using data derived from an Exclusive Volunteer's usage of the Mobilize Service in order to conduct research and to provide and improve the Mobilize Service and the Mobilize System, and Mobilize's other products and services; (v) enabling Volunteers to recruit and interact with their past Volunteer connections. For the avoidance of doubt, (a) where a Volunteer is directed to Customer through other channels or Customers (for example, a partner group drives sign ups through their own list), or in the event that a Volunteer engages with any of Mobilize's other Customers via the Mobilize Service, such Volunteer is not, or ceases to be, an Exclusive Volunteer; and (b) Mobilize may use any non-Exclusive Volunteer's Personal Information for the Limited Permitted Uses as well as any other uses authorized under the Volunteer Terms. Notwithstanding any of the above, Customer retains exclusive ownership over all data related to its Exclusive Volunteers unless and until such Exclusive Volunteers become non-Exclusive Volunteers.

2.4. **Customer Affiliates.** Customer shall ensure that its affiliates (including, without limitation, state parties and Authorized Users) comply with all of the terms and conditions of this Agreement, and Customer shall be fully responsible and liable for the acts and omissions of its affiliates and their respective employees, agents, Volunteers, and service providers. For the avoidance of doubt, unless Customer's affiliates are expressly authorized in writing, Customer may not share access to the Mobilize System with any Customer affiliate (including, without limitation, any state party).

3. OWNERSHIP.

3.1. **Customer Content on Mobilize.** The Customer Content hosted by Mobilize, and all worldwide Intellectual Property Rights therein, is the exclusive property of Customer. Customer hereby grants to Mobilize: (1) a non-exclusive, worldwide, royalty-free, non-transferable (except as part of a permitted assignment of this Agreement), non-sublicensable (except to Mobilize's service providers as deemed necessary to provide services to Mobilize), fully paid perpetual license to use, copy, and reproduce the Customer Content as deemed necessary for purposes of providing the Mobilize Service; and (2) a non-exclusive, worldwide, royalty-free, non-transferable (except as part of a permitted assignment of this



Agreement), non-sublicensable (except to Mobilize's service providers as deemed necessary to provide services to Mobilize), fully paid license to use the Customer name, trademarks, service marks, and logos ("**Customer Marks**") as deemed necessary to provide the Mobilize Service branded with such Customer Marks to Customer or third parties. The foregoing license does not include the right to modify the Customer Marks in any manner (except for reformatting or scaling), incorporate any of the Customer Marks into any other trademark or service mark, or combine the Customer Marks with any other words, logos, designs, service marks or trademarks. Mobilize will comply with any reasonable trademark usage guidelines and instructions provided by Customer to Mobilize in writing in advance in connection with Mobilize's use of the Customer Marks. Customer will have the right to reasonably review and monitor Mobilize's use of the Customer Marks. If there is any non-compliance with such guidelines and instructions, at Customer's written request and direction, Mobilize will, at its sole cost and expense, and as Mobilize's sole liability, promptly correct or cease any non-complying use of the Customer Marks. All goodwill arising from Mobilize's use of the Customer Marks will inure solely to the benefit of Customer. All rights in and to the Customer Content and Customer Marks not expressly granted to Mobilize in this Agreement are reserved by Customer. All other information, excluding Customer Content, hosted by Mobilize is the exclusive property of Mobilize, unless provided otherwise in this Agreement.

3.2. **Third Party Content.** Customers who provide third party content in connection with their use of Mobilize (collectively, "**Third Party Content**") are solely responsible for licensing the third party material therein and/or obtaining any required consents or permissions for the use of such Third Party Content in connection with Mobilize.

3.3. **Third Party Software.** The Mobilize Service may utilize, contain, or otherwise leverage certain third party software (collectively, the "**Third Party Software**"). Third Party Software may be subject to additional licensing terms, which Mobilize will deliver or make available from time to time to Customer to the extent such licensing terms apply to Customer's use thereof, which are incorporated herein by reference, and which supersede any contradictory terms in this Agreement.

4. **CUSTOMER CONTENT AND RESPONSIBILITIES; BONTERRA RESPONSIBILITIES.**

4.1(a). **Customer Content.** Customer represents and warrants that it will not provide or use Customer Content, Customer Marks, or Third Party Content hereunder that (a) infringes, misappropriates or violates any Intellectual Property Rights, publicity/privacy rights, or Applicable Law; (b) is deceptive, defamatory, obscene, pornographic, or unlawful; (c) contain any viruses, worms or other malicious computer programming codes intended or likely to damage, surreptitiously intercept, or expropriate any system, data, or personal or personally identifiable information; or (d) otherwise violate the rights of a third party. Mobilize is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense.

4.1(b). **Customer Messaging.** Customer agrees to the additional Text Messaging Term, attached hereto as Appendix A. Customer's initiation or transmission of any communications by or on behalf of the Customer or any Authorized User using the Mobilize Service will comply with all Applicable Laws (including, without limitation, the federal CAN-SPAM Act (as applicable to email messages sent by Mobilize or any Authorized Users via the Mobilize Service and all other actions taken by Mobilize and its Authorized Users that are subject to such Applicable Laws) and all laws applicable to the distribution of email and other one-to-one digital messages, and any other federal, state, or other applicable outbound communications laws, all as applicable and amended from time to time, and all interpretive or implementing rules and regulations thereunder (collectively, "**Outbound Communications Laws**"), and, without limiting the foregoing, Customer shall comply with the Outbound Communications Laws and shall maintain reasonable evidence of each Volunteer's consent (including data/time stamp of consent), as required by Outbound Communications Laws, to receive communications from Customer via the Mobilize



Service. Without limiting the foregoing, Customer and its Authorized Users will comply with the Telephone Consumer Protection Act and the Federal Communications Commission’s rules and guidelines related thereto (collectively, the “**TCPA**”) in connection with the transmission of communications via the Mobilize Service to any Volunteer whose consent to receive such communications was obtained (i) by Customer outside of the Mobilize Service, and/or (ii) through the Mobilize Service using a data collection form or other tool designed and/or implemented on the Mobilize Service by Customer or its Authorized Users, including, without limitation, through Customer’s use of the Write API (as defined below). In addition, Customer further agrees that Customer and its Authorized Users shall comply with the TCPA and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“**TCFAPA**”) in connection with any communications with Volunteers that are composed and/or dispatched by Customer via the Mobilize Service. For the avoidance of doubt, neither Customer nor any Authorized User may manually (or otherwise) complete or submit a consent to receive SMS or MMS messages on the Mobilize Service on behalf of a Volunteer (for example, but without limitation, Customer shall not obtain a Volunteer’s consent to receive SMS or MMS messages verbally and submit such consent on behalf of such Volunteer via the Mobilize Service); Customer shall ensure that each Volunteer has provided its prior express written consent to receive text messages as required under Outbound Communications Laws. Customer agrees that any use of the Mobilize Service contrary to or in violation of this Section constitutes a material breach of this Agreement. Customer’s responsibilities as set forth in this Section 5 and this Agreement will remain the sole responsibility and liability of Customer.

4.1(c). **Mobilize TCPA Obligations.** Mobilize will comply with the TCPA in connection with the transmission of communications on behalf of Customer via the Mobilize Service to any Volunteer whose consent to receive such communications was obtained by Mobilize using a data collection form or other tool designed and/or implemented by Mobilize on the Mobilize Service. In addition, in connection with any communications with Volunteers that are composed and dispatched by Mobilize via the Mobilize Service, Mobilize further agrees that it shall comply with the TCPA and the TCFAPA. Notwithstanding the foregoing or anything in this Agreement to the contrary, Mobilize shall have no responsibility or liability for violations of the TCPA or the TCFAPA or of any other Applicable Laws which arise from communications sent by Customer to Volunteers by any method or means other than the Mobilize Service.

4.1(d). **Customer Responsibility for Volunteer Data uploaded to the Mobilize Service or collected via Write API.** If Customer submits Volunteer Personal Information to the Mobilize Service in any form (including the Write API technology), Customer shall ensure that said Volunteer (i) consents to the Volunteer Terms and (ii) provides its prior express written consent to receive automated marketing and re-engagement text messages from Mobilize. For clarity, the “**Write API**” is a technology that the Mobilize Service may include which enables Customer to design and implement its own tool for the collection of Volunteer Personal Information via the Mobilize Service.

4.2 **Customer Responsibility for Data and Security.** Customer shall have access to the Customer Content and shall be responsible for all changes to or deletions of Customer Content and the security of all passwords and other Access Protocols required in order to access the Mobilize Service. Customer shall have the ability to export Customer Content out of the Mobilize Service and is encouraged to make its own back-ups of the Customer Content. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

4.3 **Customer Responsibility for Compliance with Election Law.** For Customers that use Mobilize for political campaign or political fundraising for a candidate directly, indirectly support a candidate or campaign against a candidate, these following Election Law Compliance terms apply. To ensure compliance with campaign finance laws, Customer shall inform Bonterra whether (a) Customer operates fully on the “coordinated side”, (b) Customer operates fully on the “independent side”, or (c) Customer employs internal policies and/or firewalls to allow it to operate on both the coordinated side and the



independent side. If Customer employs internal policies and/or firewalls to allow it to operate on both the coordinated side and the independent side, Customer shall provide Bonterra with a written list identifying the races (federal and / or non-federal) in which it operates on the coordinated side; the races in which it operates on the independent side; and the races in which it has personnel on both the coordinated side and the independent side. Customer shall also inform Bonterra of its coordinated-side Customer contact(s) and its independent-side Customer contact(s) for each race. For these purposes (a) the “coordinated side” means a program operated in sufficient collaboration with a candidate or political party to constitute a “contribution” to that candidate or political party under applicable law and (b) the “independent side” means a program operated with sufficient independence from a candidate or political party so as to not constitute a “contribution” to that candidate or political party under applicable law.

4.4 Delegation of Customer Responsibilities. In the case where a Customer represents or manages individual campaigns, Customer may delegate all rights of Customer under this Agreement to the third party which Customer represents or manages, provided, however that Customer shall remain fully responsible and liable for the acts and omissions of such individual campaigns and their managers. This permission is limited to instances when: (a) Customer is either a party organization or party committee that collectively and directly represents the interests of similar candidates (including but not limited to the Democratic Congressional Campaign Committee, Democratic Governors Association, state Democratic parties, state Democratic coordinated campaigns), AND (b) Customer is authorized in writing to permit individuals outside of Customer’s organization to create Customer Content, access Mobilize, or become authorized administrative Users of Customer’s account. In such a case, Customer may delegate all rights of Customer to any individual who is permitted, or has the ability, to create Customer Content or access Mobilize, provided that Customer shall remain fully responsible and liable for the acts and omissions of such delegates.

4.5 Relationship under the Federal Election Commission. Bonterra does not have any professional relationships with individuals, entities, and/or outside groups engaged in public communications or other activities (“Relationship”) that may affect the Customer’s compliance with applicable election laws and their implementing regulations, including but not limited to applicable laws and regulations regarding coordination, Federal Election Commission regulations regarding the use of a “common vendor” by and between federal candidates, and/or federal political party committees and outside organizations. If there is any change that that would create a Relationship as described above that would require, as necessary, for Bonterra to adopt a “firewall” in compliance with 11 C.F.R. § 109.21, then Bonterra shall provide written notice of such Relationship to the affected Customer.