

DNC / State Party Voter File Swap Agreement
2021-2025

This Agreement is made and entered into with an effective date of August 1, 2021, between _____ (the "State Party") and the DNC Services Corp./Democratic National Committee (the "DNC").

Whereas, the State Party and DNC are desirous of working together for their mutual benefit and the benefit of Democratic candidates; and

Whereas, the State Party and DNC are desirous of exchanging information relating to registered voters;

Whereas, the DNC's investments in housing and maintaining the voter file prevents the loss of valuable information after each election cycle, and the sharing and use of the voter file by more Democratic entities enriches the data, the State Party and DNC are desirous of exchanging information relating to registered voters;

Therefore, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

I. Voter File

A. Definitions: As used in this Agreement

1. "State Party Voter File" shall mean the list of voters and other individuals and all the information contained in that list, as maintained by the State Party during the term of this Agreement, in whatsoever form, electronic, paper or otherwise, but not including information regarding the State Party's donors, the State Party's email contact list, or information regarding the State Party's volunteers stored in the State Party's own MyCampaign Committee or other form or location.
2. "DNC Database" shall mean voter and other individuals' data and records maintained by the DNC in its National Voter Database or equivalent database about residents of the U.S., not including information regarding the DNC's donors, the DNC's email contact list, or information regarding the DNC's volunteers stored in the DNC's own MyCampaign Committee or other form or location.
3. "Public Data" shall mean the following data contained in the DNC Database or State Party Voter File: voter name, address, town, city and/or county, congressional district, legislative or other state or local government district or jurisdiction, ward and/or precinct and, to the extent directly provided by or available from state and/or local government officials or agencies as part of a registered voter's record as maintained by such official or agency, party registration and/or the voter's history of voting in previous elections.

4. "DNC Proprietary Data" shall mean all data included in the DNC Database that is not "Public Data," including but not limited to data appended by and acquired by the DNC and any Presidential committee, appended enhancements such as consumer information and phone numbers, specialty data and models, and data obtained by the DNC from other political committees or organizations.
5. "State Party Proprietary Data" shall mean all data included in voter and other individuals' records that is not "Public Data" and that is appended to the records by the State Party or campaigns and organizations in the state that have obtained access to the State Party's Voter File through the State Party, including enhancements, caucus information and Modeled Data.
6. "Modeled Data" shall mean modeled scores or aggregated IDs that predict or assign partisanship, or other characteristics, other than public party registration data or data derived from public primary history.
7. References to each of the "State Party" and "DNC" shall mean and include the officers, employees and agents of each such entity.
8. References to persons or organizations in this Agreement include that person's or organization's employees, agents, consultants, independent contractors, vendors and so forth.
9. "Senate Candidate Result Data" shall mean any data that is or has been appended to the voter file by the State Party or by an in-cycle campaign for U.S. Senate in the state related to the relevant U.S. Senate candidate. It shall include any and all IDs, modeling, and appends paid for by the in-cycle campaign of a candidate for U.S. Senate or by the DSCC related to the relevant U.S. Senate candidate. At the discretion of the State Party, it may include any additional data as well that is specifically identified by the State Party as Senate Candidate Result Data.
10. "Congressional Candidate Result Data" shall mean any data that is or has been appended to the voter file by the State Party or by a congressional candidate in the congressional district identified by the DCCC related to the relevant congressional candidate. It shall also include any and all IDs, modeling, and appends paid for by that candidate or by the DCCC related to the relevant congressional candidate. At the discretion of the State Party, it may include any additional data as well that is specifically identified by the State Party as Congressional Candidate Result Data.

B. Exchange

The State Party shall provide the State Party Voter File, which shall be regularly updated, including the State Party Proprietary Data that the State Party is contractually and legally permitted to share, to the DNC in exchange for the DNC providing the following services and information to the State Party:

1. Phone and NCOA matches.

2. DNC Proprietary Data currently included on the file relating to registered voters in State Party's state including:
 - a. Address standardization
 - b. Geocodes
 - c. Analytics data appends reflecting socio economic and demographic characteristics including gender and age if not reflected on the file
 - d. Voting age population data not otherwise contained on the file
 - e. Media Market information.
3. Additional DNC Proprietary Data related to registered voters in the state to be acquired by the DNC in consultation with the State Party regarding its needs, on an ongoing basis:
 - a. Cell phone data
 - b. Consumer data.

The DNC shall acquire cell phone data and update the voter file with such data on a frequent and regular basis, and a year prior to the general election (based on information available at the time and then current plans), will provide the State Party with a briefing of what cell phones have previously been acquired in their state, what cell phones the DNC plans to acquire prior to the general election (including propensity thresholds), and when such planned acquisitions shall be made available on the voter file.

4. Modeling created or attained by the DNC for State Party's state and appended to records of voters in that state, accompanied by an explanation of the purpose and effectiveness of the model, to the extent that the DNC is contractually or legally permitted to share such modeling with the State Party.
5. Training of State Party personnel in the use of the above information.
6. All information collected or obtained by the DNC concerning partisan or Democratic candidate IDs in State Party's state, including information on all persons who have moved into State Party's state to the extent that the DNC is contractually or legally permitted to share such modeling with the State Party.
7. Access to a front-end interface for Democratic campaigns and the State Party to utilize the voter file that includes robust security features and tools to maintain the cybersecurity of the voter file at the state and national level.

The DNC shall provide the State Party with a quarterly briefing regarding data acquisition plans and upcoming vendor RFPs related to data acquisition and other data services to seek the State Party's feedback and input regarding data needs and potential vendors. At the quarterly meetings, the DNC will also provide the State Party with information regarding the substance of such vendor agreements that have been recently completed.

The State Party shall acquire and provide to the DNC updates to the Public Data on a monthly basis, unless a different frequency is approved by the DNC for budget or other practical considerations. To the extent applicable and available, as well as subject to

consultation with the DNC on budgetary considerations and expense authorization, the State shall also provide the DNC early vote data during any early vote period on a daily basis, and provide and regularly update the DNC with polling place and voting drop-box location information. The DNC shall update the State Party Voter File with the newly provided information promptly upon receiving it. The DNC shall pay for requested and pre-approved costs that the State Party incurs in obtaining the Public Data from state and local government.

C. Retention of Property Rights

All State Party Proprietary Data shall be and remain the sole and exclusive property of the State Party. All DNC Proprietary Data shall be and remain the sole and exclusive property of the DNC. The State Party hereby grants to the DNC a license to use the State Party Proprietary Data for voter contact, targeting and other purposes that are not prohibited by this Agreement. The DNC hereby grants to the State Party a license to use the DNC Proprietary Data for all purposes except those prohibited by this Agreement. Upon termination of this Agreement, the DNC shall return to the State Party or destroy all of the State Party Proprietary Data and the State Party shall return to the DNC or destroy all of the DNC Proprietary Data, unless otherwise agreed in writing by both parties.

D. Commercial Use of Voter File

The DNC shall not give, sell, trade, rent, loan or in any way transfer any State Party Proprietary Data to any other person or organization for any commercial, non-political or for-profit purpose.

The State Party shall not give, sell, trade, rent, loan or in any way transfer any DNC Proprietary Data to any other person or organization for any commercial, non-political or for profit purpose.

E. Voter File Use By or on Behalf of Presidential Candidate

The DNC may negotiate and execute a national voter file contract for voter file access, including the State Party Voter File, with all bona fide Democratic presidential candidates that meet established thresholds by the DNC. ~~The DNC's general right to provide Presidential candidates' access to the voter file excludes access during the presidential primary in any state which, under the 2024 Delegate Section Rules, is permitted to hold its first determining step (primary or caucus) prior to the first day of the generally applicable time window; each such state may negotiate its own contract with the presidential candidates to provide them primary election voter file access through the party system, provided that presidential primary campaigns will be offered an option by the state party to obtain base voter file access (i.e., excluding State Party Proprietary Data) for no more than \$5,000 plus any filing fee mandated by state law that is not otherwise paid for by the relevant campaign. Unless there is change in the order or identity of the first four states in the Democratic Presidential Primary calendar, the DNC's rights to provide Presidential primary candidates access to the voter file excludes the states of New Hampshire, Iowa, South Carolina and Nevada, who will negotiate their own contracts with the presidential candidates.~~ Additionally, notwithstanding anything else herein, the DNC shall in all instances have the rights to provide an incumbent Democratic President or Vice President voter file access

without the exclusion of any states. Prior to entering into voter file agreements with Presidential campaigns, the DNC shall provide the ASDC a briefing and seek the ASDC's input regarding such planned agreements and also report back to the ASDC regarding the status of those agreements after they have been finalized.

The DNC may use the State Party Proprietary Data for modeling, targeting, selection of records and other purposes in support of voter contact operations and activities to be carried out by the State Party itself, as part of the coordinated campaign or otherwise, including in an exchange of data with other political committees and organizations, labor organizations and/or non-profit organizations where the data received by the DNC is to be used in support of voter contact operations and activities to be carried out by the State Party itself on behalf of a Presidential candidate; and for DNC modeling, targeting and voter contact operations specifically promoting or supporting the Democratic nominee or presumptive nominee for President in the general election or the sitting elected Democratic President in a primary election; and may provide State Party Proprietary Data to the authorized committee of the Democratic nominee or presumptive nominee for President, for use by such committee in connection with the general election campaign and for no other purpose whatsoever. The results of any modeling, targeting, or other information-gathering conducted by the DNC under this section will become and remain the sole property of the DNC.

F. Voter File Access for the Other National Democratic Committees

The DNC may provide voter file access to the Democratic Congressional Campaign Committee ("DCCC"), the Democratic Senatorial Campaign Committee ("DSCC"), the Democratic Governors Association ("DGA"), the Democratic Legislative Campaign Committee ("DLCC") and other such national Democratic committees, (the "National Committees") for purposes of counts, analysis, planning, and voter contact, except that the National Committees voter contact communications made using the voter file obtained from the DNC may not attack or oppose a candidate in a Democratic primary that has the exclusive, public, and formal support of the State Party in accordance with the State Party's Charter and Bylaws or historically established formal practice, or promote or support such a candidate's opponent in the primary, without the prior express consent of the State Party. Any other type of voter contact, including in a primary (e.g., generic voter registration communications or anti-Republican messaging, etc.) shall be permitted. For the avoidance of doubt, the access provided by the DNC to the National Committees is for their own use, and such Committees may not sublicense voter file access to campaign committees.

The DNC shall be able to license voter file access to the National Committees for a maximum of two-year periods up to and including the final resolution of any contested election in the general election (e.g., through the conclusion of a recount, election contest, or similar proceedings). This data may only be used for the purpose of counts, analytics, planning, internal research, modeling, and voter contact as provided above by the National Committees and their agents. At no time can the National Committees share this voter file access with candidate campaigns or otherwise sublicense, provide, or transfer this information to any other party, person, or entity. This access will include base voter file data including vote history, DNC phone and consumer data enhancements, and modeled partisanship data, all where available. The DNC and State Party may provide their proprietary data for voter contact to the National Committees at their discretion. The National Committees may also append their own data to the file and shall be required to append back

to the voter file any data collected through voter contact using the voter file access under this paragraph, neither of which shall affect any proprietary rights in such data. The DNC will notify the State Party within three days when it has licensed voter file access to the National Committees. The DNC will not charge the National Committees for voter file access.

Upon providing a license, the DNC shall provide the National Committees perpetual access to any of survey result data collected and paid for by National Committees that they append.

When the DSCC transfers or commits to transfer a minimum \$450,000 in transfer down funds to the State Party during a federal cycle, the DSCC, the State Party, and the DNC shall co-own any Senate Candidate Result Data regarding the in-cycle Senate race produced by the State Party, the coordinated campaign, or the in-cycle Senate campaign. In the event that the DSCC does not honor its commitment to transfer at least \$450,000, any and all co-ownership rights granted by this paragraph shall be null and void. For all records with appended Senate Candidate Result Data, the DSCC, State Party, and the DNC shall also co-own the following when available: name, address, date of birth, date of registration, and state voter ID. Nothing herein shall be construed to limit in any way the DSCC's ability to share, transfer, or otherwise make available Senate Candidate Result Data it co-owns in its sole discretion, except it may only transfer such data to candidates for U.S. Senate to be used exclusively in connection with the Democratic Party's voter file established under this Agreement (whether in the ordinary course or under emergency voter file access granted pursuant to Section I(P)). The DNC's and DSCC's co-ownership rights to the Senate Candidate Result Data granted by this paragraph shall terminate after the current election cycle plus two additional election cycles for the relevant Senate seat, provided that nothing herein shall limit any rights the DNC or DSCC has to data that they directly paid for or acquired, and the rights of the DNC and DSCC to use the Senate Candidate Result Data solely for internal counts, analysis, and planning shall be perpetual.

Each time the DCCC transfers or commits to transfer a minimum \$150,000 in transfer down funds to the State Party during a federal cycle, the DCCC will identify a congressional district (which shall also include the corresponding district after any redistricting changes as reasonably identified by the DCCC) in which the DCCC, the State Party, and the DNC shall co-own any Congressional Candidate Result Data produced by the State Party, coordinated campaign, or congressional campaign in that district. In the event that the DCCC does not honor its commitment to transfer at least \$150,000, any and all co-ownership rights granted by this paragraph shall be null and void. For all records with appended Congressional Candidate Result Data, the DCCC, State Party, and the DNC shall also co-own the following when available: name, address, date of birth, date of registration, and state voter ID. Nothing herein shall be construed to limit in any way the DCCC's ability to share, transfer or otherwise make available Congressional Candidate Result Data it co-owns in its sole discretion, except it may only transfer such data to candidates for the U.S. House of Representatives to be used exclusively in connection with the Democratic Party's voter file established under this Agreement (whether in the ordinary course or under emergency voter file access granted pursuant to Section I(P)). The DNC's and DCCC's co-ownership rights to the Congressional Candidate Result Data granted by this paragraph shall terminate after the current election cycle plus two election cycles, provided that nothing herein shall limit any rights the DNC or DCCC has to data that they directly paid for or acquired; the rights of the DNC and DCCC to use the Congressional Candidate Result Data solely for internal counts,

analysis, and planning shall be perpetual; and any previous swap agreements (e.g., through the Democratic Data Exchange) or other actions expressly authorized by this Agreement need not be unwound if it is not practicably possible to do so.

The DNC is responsible for delivering the Candidate Result Data to the other committees. The State Parties will not be responsible for providing this data.

Neither the State Party, the DNC, nor any National Committee shall use data that it co-owns under this Section to establish an independent voter file system operating outside of the Democratic Party voter file governed by this Agreement or transfer co-owned data to such a system to be made available to third parties. This limitation shall not be construed to preclude any party exchanging data through the Democratic Data Exchange (DDx) pursuant to the agreement between DDx, the DNC and the ASDC; executing retrospective swap agreements; providing access to the data to analytics or other vendors using the data on the committee's behalf; providing access to the data as expressly permitted by this Agreement; or other similar and routine uses in the ordinary course established by current and historical practice.

G. Third Party Access to DNC Proprietary Data

Except as otherwise expressly limited in this Agreement and subject to the agreed to exclusivity limitations in the Data License Agreement entered into between the DNC, ASDC and the Democratic Data Exchange, Inc., ("DDx Agreement"), both the DNC and the State Party are free to license, transfer, or swap their own Proprietary Data as well as any other data to which they have ownership of or the necessary rights (including but not limited to their own email addresses, donor data, or digital data not included on the Voter File, etc.) to any third party except as prohibited by law. Apart from these rights, neither the DNC nor the State Party may license, transfer, or swap the Proprietary Data of the other party, except as permitted under this Agreement or separate explicit grant. Appending data or enhancements to Proprietary Data of the other party does not change the rights to the underlying Proprietary Data nor does it grant rights to the appended data or enhancements. Performing general hygiene on Proprietary Data does not change the rights to that Proprietary Data.

Additionally, the DNC recognizes that the Voting List Management Cooperative (the "Coop") currently licenses base voter file access to third parties through a broker. Given the concern over competition, the DNC will not license Public Data amounting to a base voter file to third parties except as explicitly allowed for in this Agreement and will only reference Public Data when otherwise licensing or swapping data to third parties as strictly necessary to match its data with the voter file records of the recipient. The base voter file offered by the Coop may only include DNC Proprietary Data with the DNC's consent.

The parties commit to negotiate in good faith regarding the best way for the DNC and the Coop to cooperate and partner to make voter file data available to third parties in a manner that achieves the greatest benefit for the Democratic Party as a whole.

H. DNC Resale of State and National Polling Samples

The DNC shall be able to license random and clustered polling samples derived from the national voter file. Any time the DNC licenses a polling sample solely derived within the State Party's state, the DNC will notify the State Party. The DNC will retain the revenue

when licensing national or multi-state samples. When licensing polling samples that are exclusively from one State Party Voter File, the DNC will notify the State Party and will share twenty five percent of the revenues collected with the State Party.

I. Use of Voter File for DNC Fundraising

The DNC may use information or records from the State Party Voter File for fundraising subject to these conditions:

1. State Party Proprietary Data may be used for fundraising by the DNC, for itself only. The DNC will give State Party a timetable of anticipated DNC fundraising appeals in State Party's state, wherever practicable.
2. DNC may use the State Party Voter File to improve Victory Fund mailings in State Party's state.

J. Use of Data

The DNC may use information or records from the State Party Voter File, including State Party Proprietary Data, for any other purposes related to the DNC's voter contact (including advocacy), analysis, and research activities, other than those specifically prohibited by this Agreement. The State Party may use the DNC Proprietary Data for any purposes related to the State Party's voter contact (including advocacy), analysis, and research activities, other than those specifically prohibited by this Agreement. Whenever one party creates a model using the Proprietary Data of the other party, barring a bad faith effort to create a model for the sole purpose of replicating or reconstructing the other party's Proprietary Data, both the model itself and the resulting data will become and remain the sole property of the party that created the model. To the extent such model is derived in whole or in part from the other party's Proprietary Data, the party creating the model shall not make the model available to any other person or entity if it is possible to reverse engineer or reconstruct the other party's Proprietary Data, except to the extent the Proprietary Data itself could be made available under the terms of this Agreement. Additionally, when any party uses the Proprietary Data of another party in creating a model, the creating party shall give the other party advanced notice before sharing the model with any third parties, and work in good faith to resolve any concerns prior to distribution.

K. Campaign Toolbox

The DNC intends to build, modify and acquire software, identified on an ongoing basis, that will employ the Proprietary Data to enable users to more effectively engage in political and fundraising activity. After testing and approval by the DNC, the software will be made available to the State Party provided that the DNC is legally and contractually permitted to share it with the State Party. The DNC retains the right to cease supporting any software created or to cease licensing any software that it determines in its sole discretion is not cost effective. The DNC may use any data inputted by the State Party into the software for its own internal analytics, modeling, and planning and shall own any such derivative work product, but may not sell, transfer, swap, or license data inputted by the State Party without the express prior consent of the State Party or other explicit grant provided herein or in separate written agreement.

L. Other Uses of Voter File

Other than as set forth in sections 1(E), (F), (G), (H), (I), and (J) above, and (O) below, the DNC shall not provide, sell, trade, rent, loan, or in any way transfer any State Party Proprietary Data or any models, databases, lists or programs derived in whole or in part from such State Party Proprietary Data to any other person, group, organization or candidate without the express prior written approval of the State Party. Without the express prior written approval of the DNC, the State Party shall not give, sell, trade, rent, loan or in any way transfer any DNC Proprietary Data to any other person, organization or entity other than a state or local Democratic party committee or a Democratic candidate for federal, state or local office in the state.

Access and use by any vendor, consultant or other person or entity to which the DNC provides State Party Proprietary Data or models, databases, list or programs derived in whole or in part from such data shall be subject to the terms and conditions of this Agreement. The DNC shall secure such entity's agreement to abide by the restrictions and terms of this Agreement with respect to use of State Party Proprietary Data before providing such State Party Proprietary Data to such entity.

Access and use by any vendor, consultant or other person or entity to which the State Party provides DNC Proprietary Data or models, databases, list or programs derived in whole or in part from such data shall be subject to the terms and conditions of this Agreement. The State Party shall secure such entity's agreement to abide by the restrictions and terms of this Agreement with respect to use of the DNC Proprietary Data before providing such DNC Proprietary Data to such entity.

The restrictions on use of State Party Proprietary Data by the DNC and on the use of the DNC Proprietary Data by the State Party, the officers, employees, agents, vendors and consultants of each, shall apply notwithstanding any agreement that the DNC or State Party has with any person or entity as of the date hereof.

M. Acceptance of Terms by Third Parties

During the term of this Agreement and at all times thereafter, the DNC shall not provide any State Party Proprietary Data to any person or entity and the State Party shall not provide any person or entity DNC Proprietary Data, when permitted by this Agreement, without the written, advance acceptance of the terms of this Agreement by such person or entity. The DNC shall promptly notify State Party of all persons or organizations to which State Party Proprietary Data is provided. State Party shall promptly notify the DNC of all persons or organizations to which DNC Proprietary Data is provided.

N. DNC and State Party Responsibilities

1. The DNC agrees that at all times during the term of this Agreement and following the termination thereof, the DNC shall not make any use, or knowingly permit any other person or entity to make any use, of the State Party Voter File, including State Party Proprietary Data, and models, databases, list or programs derived in whole or in part from such State Party Proprietary Data for any purpose not permitted by this Agreement or in ways which violate applicable state or federal law. At all times during and following the

termination of this Agreement, the DNC shall indemnify and hold State Party harmless from any costs, fees, damages or attorneys fees arising or resulting from breach by the DNC of the provisions of this paragraph I(N)(1). The DNC further agrees that it will inform any third party to which it licenses or transfers information from the State Party Voter File of any state laws of which the State Party informs it under Section O below. The DNC further agrees to inform any such third party that the third party is responsible for any fines, fees, or other payments resulting should that third party violate these rules or laws.

2. State Party agrees that at all times during the term of this Agreement and following the termination thereof, the State Party shall not make any use, or knowingly permit any other person or entity to make any use, of the DNC Proprietary Data and models, databases, list or programs derived in whole or in part from such DNC Proprietary Data for any purpose not permitted by this Agreement or in ways which violate applicable state or federal law. At all times during and following the termination of this Agreement, State Party shall indemnify and hold the DNC harmless from any costs, fees, damages or attorneys fees arising or resulting from breach by the State Party of the provisions of this paragraph I(N)(2) or from any breach of the State Party's obligations under paragraph O to inform the DNC of any legal restrictions state law imposes on the DNC's use or transfer of the State Party Voter File.
3. Except as otherwise provided in this Agreement, the DNC shall not provide, sell, trade, rent, loan or in any way transfer any information contained in or derived from the State Party Voter File to any candidate for federal, state or local office in the state.
4. If any email addresses are exchanged under this Agreement, including for the purposes of digital matching, the DNC will not use state-party provided email addresses to contact any voters without express prior written consent of the State Party and the State Party will not use DNC provided email addresses to contact any voters without the express prior written consent of the DNC.
5. When providing any voter file access to third parties as authorized by this Agreement, both the DNC and State Party shall make their best efforts to reduce any "data leakage" and ensure that such third parties return for inclusion in the voter file any and all voter contact information or other data collected by the third party by virtue of their use of the voter file, including by building or encouraging the creation and use of automated data syncs wherever practicable and exploring improved standardized digital matching across the Democratic Party.

O. State Party Obligations

State Party shall provide all information in the State Party Voter File to all bona fide Democratic candidates for federal, state and local office in the state for both primary and general elections except that State Party shall not be obligated to provide such information to candidates in a Democratic primary in which there is a Democratic incumbent running for re-election or subject to historically established and long-standing formal party policy regarding other standards of access. Such information shall be provided to candidates at a reasonable cost and upon such other reasonable terms and conditions as the State Party may deem appropriate provided that such terms and conditions are applied equally to all such bona fide candidates. Unless they violate the standards set forth in this Agreement, the State Party has the authority to set the terms and conditions of agreements for voter file access in its state, and candidates shall diligently engage in a good faith negotiation with the State Party regarding any concerns regarding terms of access.

State Party may require candidates to sign an agreement governing the use, cost and other terms for use of such data, provided that any such agreement treats all candidates equally, and provided that the agreement provides candidates, at a minimum, permanent and unrestricted co-ownership of their own proprietary data which they collect and append to the Voter File (as a candidate's rights to access the Voter File is not permanent, the State Party shall provide the candidate an export of their data upon request, which shall include corresponding Public Data).

State Party agrees that it shall not without reasonable cause refuse or terminate online Voter File access to any federal candidate in a General Election. In the case that a State Party does terminate a candidate's access, the DSCC (if it is a Senate candidate) or the DCCC (if a House candidate) may immediately refer the matter to the DNC Chair, which will follow the procedures outlined in Section P below.

State Party agrees to inform the DNC upon signing this Agreement of any legal restrictions state law imposes on the DNC's use or transfer of the State Party Voter File. State Party agrees that it will carry out this obligation on an ongoing basis and will update the DNC with any changes in its state law within a reasonable time.

P. Candidate Access Dispute Resolution Process

The DNC, the State Party, and the National Committees believe the best path for candidates and their campaigns is to work hand and hand with the State Party for voter file access. In a worst-case scenario where the State Party and a campaign are at strategic odds or are unable to reach an agreement regarding campaign voter file access, the following dispute resolution process shall apply:

- If there is a disagreement regarding campaign voter file access due to the refusal of the State Party to provide a candidate voter file access as required by this Agreement or if the State Party is conditioning voter file access on substantially unreasonable terms and conditions, such as the ability to deprive campaigns of voter file access in key pre-election periods without legitimate justification, prohibitions or practically prohibitive restrictions on routine mediums of communications (e.g., volunteer texting), or terms that amount to a constructive refusal to provide access for normal and routine campaign use, and the State Party and the campaign are unable to resolve the dispute for at least one month during a non-election year or 15 days during an election year, the campaign shall provide notice to their relevant National Committee. A disagreement between the State Party and a campaign

regarding the campaign fee for voter file access shall only be meritorious and eligible for resolution under this Section P if the fee is unfairly applied or otherwise substantially unreasonable.

- Upon a determination that the candidate's position regarding voter file access is meritorious, the National Committee may submit a written request to the DNC Chair to provide the campaign emergency base voter file access. Notice of the written request must simultaneously be provided to the Chair of the State Party and the President of the ASDC. State Parties generally have discretion to set the fees that they charge campaigns for voter file access.
- Upon receiving a request for emergency base voter file access, the DNC Chair shall immediately initiate a mediation process that includes the State Party, the campaign, the ASDC, and the relevant National Committee in order to attempt to resolve the dispute. The format and process for the mediation shall be at the discretion of the DNC Chair. If after three days from receiving the written request for emergency base voter file access, an agreement between the State Party and the campaign cannot be reached, the DNC Chair may authorize the DNC to directly provide the campaign emergency base voter file access solely for that election cycle. For the avoidance of doubt, the "election cycle" shall extend through any relevant recount, election contest, challenge, or similar proceeding until the point in time at which the election is ultimately certified and no longer contested or challenged in any legal or congressional proceeding.
- If any two federal candidates in a state, or any federal candidate and any other state-wide candidate are in disagreement with the State Party regarding voter file access, they may request that a National Committee petition the DNC Chair to also provide emergency base voter file access to a county or other local party committee in the relevant state, following the same procedures detailed above for campaign emergency base voter file access. Notwithstanding the above, no more than three county party committees in any two-year election cycle (including from all 57 states and territories that are signatories to this agreement) may be granted voter file access under this provision in any cycle. The DNC Chair may, acting singly, authorize access for up to two such county parties; a third county party may be granted such access only with mutual approval of both the DNC Chair and President of the ASDC.
- The DNC, State Party, National Committee, and relevant campaign shall have the same rights to any data created using emergency base voter file access or appended to the voter file during emergency base voter file access as otherwise provided in this Agreement in the case of regular voter file access being provided to the campaign by the State Party in the normal course. A county or local party shall not have any rights to use or retain any voter file data created using emergency base voter file access or appended to the voter file during emergency base voter file access after such access in concluded unless otherwise agreed between the county or local party and the State Party. Upon the conclusion of any voter file access, and when the DNC Chair determines that the underlying dispute has been resolved, the DNC shall transfer the appropriate data to the State Party.
- While a National Committee may provide a campaign operating under emergency base voter file access granted by the DNC access to DNC Proprietary Data, any data that it owns or co-owns, or other third-party data after receiving any necessary authorization from the third party, neither the DNC or other National Committee may otherwise provide a campaign or county party with State Party Proprietary Data during emergency base voter file access.

- No more than five campaigns may receive emergency base voter file access from the DNC under this section in a single, two-year election cycle (including from all 57 states and territories that are signatories to this agreement). At that point, the DNC and ASDC shall promptly convene a meeting to evaluate the issues and no additional access will be granted unless there is a mutual agreement regarding any future candidate emergency base voter file access and a dispute resolution process in order to best serve the goal of candidates generally accessing the voter file through state parties. All decisions regarding participation and process regarding the meeting shall be by mutual agreement between the DNC Chair and ASDC President.

II. Terms of Agreement

This Agreement shall come into effect as of the date first above written and shall remain in effect through and including May 31, 2025.

III. Dispute Resolution

Controlling Law and Forum

Any dispute arising from this Agreement shall be resolved according to the laws of the District of Columbia through binding arbitration under the rules and procedures of the American Arbitration Association at its District of Columbia offices. The arbitrator's costs and fees shall be shared equally by the parties; however, each party shall bear its own costs in presenting its case to the arbitrator. The arbitrator shall have jurisdiction and authority to award any and all damages to either party for the other party's violation of this Agreement, including but not limited to liquidated damages. Any arbitration decision and award shall be enforceable only in the courts of competent jurisdiction in the District of Columbia.

Injunctive Relief

It is agreed that violation of this Agreement will cause immediate and irreparable injury to State Party or the DNC which is not adequately compensable by money damages. Therefore, in the event of breach of this Agreement, each of the DNC and State Party shall, in addition to any other rights and remedies, be entitled to immediate injunctive relief or a decree of specific performance against the other party without the necessity of showing irreparable injury or special damages in any court of competent jurisdiction.

Breach of Contract

If either the DNC or State Party are in breach of this Agreement, the non-breaching party may provide notice to the breaching party, detailing the specific nature of the material breach and the party's evidence thereof, with a copy of such notice provided to the President of the ASDC. The party in breach shall then have thirty days to cure the breach. In the event that the breaching party does not cure the breach within 30 days, then the DNC and State Party shall immediately engage in a

mediation, which shall also include the President of the ASDC. If a mutually acceptable agreement to the dispute is not reached within seven (7) calendar days, then the non-breaching party may terminate this Agreement. Nothing here shall limit any party from seeking any additional remedy available in law or equity.

IV. Notice

In the event notice as required by this Agreement is provided, it shall be via email to the addresses specified below, with an additional copy mailed certified United States mail, return receipt requested, to the persons and addresses listed below:

Email Address: _____
cornales@dnc.org

Executive Director
DNC
430 South Capitol Street, SE
Washington, DC 20003
Email Address:

With a copy to: Graham Wilson
gwilson@elias.law

ASDC

Email Address: _____
With a copy to: Joe Sandler
sandler@sandlerreiff.com

V. Nonseverability

If this Agreement or any part of it is found invalid or unenforceable, the entire Agreement is void and all information exchanged under Section I shall be promptly returned to its source without any further use.

VI. Amendments

This Agreement may be amended only by the written agreement of both parties.

VII. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the issues covered by this Agreement. This Agreement supersedes any other agreement, oral or written, concerning the issues covered by this Agreement. The rights granted in this Agreement, including to candidates, campaigns, and National Committees, may not be altered, amended, restricted, or abridged by any other agreement without the written consent of both the State Party and the DNC, with notice to any affected National Committee.

_____ State Party

Democratic National Committee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____