

Terms of Use and License Agreement

By using the Progressive Contact Technologies ("PCT") Hosted Calling Service, you accept the following terms of service and License Agreement. If you do not agree with these terms, you should not use the system and promptly request a refund.

Services

PCT provides Hosted Calling Services to its Customers. Those services include:

- a. Telephone and email training and support for the Hosted Calling system.
- b. Setup or replacement of failed hardware as it relates to the hosted PCT system.

Limitation of Services

- a. PCT does not warranty hardware or any equipment not related to the PCT system.
- b. PCT will provide telephone and email support for the initial configuration of work stations at the Customer's locations but does not guarantee that all computers and locations will be useable with the Hosted Calling system.

Product Support

Purchase of the PCT Hosted Calling Service entitles you to a variety of free product support options that address any problem or defect related to the normal operation and functioning of the system. Additional fee-based support options are available.

Product Support requires a congenial and effective relationship between PCT and the Customer. If such a relationship cannot be maintained, PCT reserves the right to terminate product support and/or your right to use the system.

Availability & Response Time

When you contact PCT support, you can expect to receive an initial response within a timely manner. If the issue is something that requires something more than a simple answer, we may need more time to investigate and process the issue, and then will contact you when the issue is resolved. For non-urgent matters, you will receive the quickest response by sending a detailed email to support@progressivecontact.com during business hours. For immediate support needs, you can also call or text the phone number of your PCT representative.

All year round:

You can expect an initial response to your call or email within a day during normal business hours, 9am to 5pm, Monday through Friday.

Within two months of your election:

We will monitor phone and emails after hours and on weekends. Between 5pm and 9pm weekdays, and from 9am to 5pm on weekends, you can expect an initial response to your call or email within 4 hours.

Within one month of your election:

We will respond to emails and calls within about an hour from 9am to 9pm every day.

If you are running a special election campaign, support hours may not adhere to these hours. Please discuss support expectations with your PCT representative.

During peak times, we prioritize customers with earlier election dates ahead of those with longer lead times, and we prioritize issues affecting larger numbers of callers over troubleshooting of smaller, customer/site-specific issues.

Due to the cyclical nature of campaigns, our support team is in highest demand during the same time that campaigns are working the most. Please keep this in mind when you are getting started in the system and allow extra time in the beginning to get used to the system — it is better to ask a question during the day, a couple days before you start calling than when you have a room full of people waiting to make calls, causing stress on both ends.

Payment and Termination of Services

For existing clients, Hosted Calling Services are billed based on usage statements provided by PCT. New customers will be sent an invoice as part of the setup process, normally for the setup fee and a deposit to be applied to the first weeks of calling. All invoices are due and payable immediately. PCT reserves the right to suspend calling services IMMEDIATELY AND WITHOUT NOTICE in any case where payment is outstanding longer than 7 days.

Depending on the terms of your agreement with PCT, your access to the Hosted Calling Services may be suspended immediately after your election date, although you will continue to have access to reporting and data export tools as specified in the Data Retention section.

Data Retention

Due to the high volume of data produced by the hosted calling system, PCT cannot retain Customer data in the system for long periods of time. PCT will retain detailed call data, including survey results and other data captured by the Customer, for at least 15 days. PCT will retain summarized results and billing data for at least 60 days. Any data older than that may be deleted - without advance notice - by PCT. It is the Customer's sole responsibility to download and store data that the Customer wishes to preserve for longer periods of time.

Users of the integrated calling system provided by Political Data Incorporated may also have their results data copied from the PCT system into the Political Data Incorporated online campaign system, and the data retention policies established by Political Data Incorporated apply to that copied data.

"Compliance Calling"

Among the services offered, PCT offers Hosted Calling Services that can be used as part of a calling program that is compliant with the Telephone Consumer Protections Act. PCT will not make modifications to any software application or hardware used in the implementation of "compliance calling services" that are related to the definition of an ATDS as defined by the TCPA and/or:

1. Call a phone number without human intervention.
2. Produce an automated dial.
3. Deliver an automated message on an outbound call.

Rights

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License Agreement and Limitation of Liability

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Information in this document is subject to change without notice and does not represent a commitment on the part of PCT. The software described in this document is furnished under this license agreement. The calling system may be used only in accordance with the terms of this agreement.

Subject to the Customer's obligation to pay for services rendered by PCT, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate and the SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT. IN NO EVENT SHALL PCT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION. THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. To the extent it is lawful to exclude the following types of loss and subject to the Customer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever. No PCT dealer, agent, or employee is authorized to make any modifications or additions to this warranty.

In addition, the Customer acknowledges that PCT has no knowledge of Customer's intent when using the system, no knowledge of Customer's use of CallerID, process for managing Do Not Calls, Federal or otherwise, no knowledge of source, type, or value of phone numbers including whether or not Customer will be calling land lines or mobile numbers, and no knowledge of the appropriateness of language and materials used in on-screen scripts and/or recorded messages. All liability for the setup process, use, delivery, termination, or otherwise of calls and anything related to the use of the calling system are at the sole discretion of the Customer.