WhoopDeDupe – National License Agreement

This document sets forth the terms and conditions of an Agreement for WhoopDeDupe software ("WDD software") licenses, support, optional software customization and other optional data services to be provided by WhoopDeDupe Inc. ("WhoopDeDupe") to the regional, national or international union office or local labor union representing 100,000 or more active members inserted within clause **(1)** below ("Licensee"). When signed by both an officer of WhoopDeDupe and a representative of Licensee, this Agreement will constitute our formal written Agreement to the following terms and conditions.

(1) LICENSEE ACCOUNT INFORMATION

ACCOUNT CONTACT ★ _____

ORGANIZATION NAME ★ _____

eMAIL ADDRESS ★ _____

PHONE & EXTENSION _____   FAX _____

BILLING ADDRESS ★ _____

BILLING CITY / ST / ZIP ★ _____

★ *These items are required.*

(2) MINIMUM PERIOD, TERMINATION AND REACTIVATION OF SERVICE

The minimum period of service covered by this Agreement is three months. WDD software licenses will be renewed on a month-by-month basis, and at any time following the initial three months of service Licensee may discontinue service by sending notice of termination to WhoopDeDupe by email, mail or fax at least one full business day prior to the beginning of the month for which software licenses are to be terminated. Termination requests will be considered invalid if the account balance is not paid in full at the time of the termination request, and monthly license fees will continue to accrue until the account is paid in full and terminated properly according to these terms. Upon the termination of all WDD software licenses, the Licensee shall pay a reactivation fee equivalent to three (3) months of the current WDD software license fees for a single station to reinstate said licenses.

THE INITIAL MONTH COVERED BY THIS AGREEMENT IS _____ OF _____

LICENSEE REPRESENTATIVE INITIALS _____

(3) COVERED SERVICE, LICENSE FEES AND SUPPORT FEES

a. This National License Agreement covers WDD software "Full Service" at a license fee rate of **$465** per month for station license #1, plus **$105** per month for each additional station license. Licensee may add or remove station licenses at any time by sending notice of the intended change to WhoopDeDupe by email, mail or fax at least one full business day prior to the beginning of the month for which the station license change is to take effect.

NUMBER OF STATION LICENSES TO INCLUDE THE INITIAL MONTH OF SERVICE   _____

TOTAL INITIAL MONTHLY LICENSE FEE (**$465** + [$n \times$ **$105**])   _____

LICENSEE REPRESENTATIVE INITIALS   _____

b. WDD software "Full Service" covers the processing of unlimited files containing up to one million records each, and this service permits the combination of up to thirty-two files at a time into new combined files containing up to ten million records each. The features and capabilities of WDD software are not covered in detail within this Agreement; however, in summary the software includes capabilities to capture, convert, standardize, enhance, de-duplicate, match and merge data files, and it is particularly useful for processing uncommon file formats and data files with numerous data format or content problems.

c. This National License Agreement covers (1) legislative district assignment service for a single Licensee selected state if the statewide voter data is made available by WhoopDeDupe or acquired independently by Licensee in adherence to applicable state and federal statutes (legislative district assignment service may be offered for additional states if arranged separately); (2) voter match and "Proximity Match" service for a single Licensee selected state if the statewide voter data is made available by WhoopDeDupe or acquired independently by Licensee in adherence to applicable state and federal statutes (voter match and "Proximity Match" service may be offered for additional states if arranged separately); (3) "Registry Match" service enabling users to upload their own master match files for convenient matching against any uploaded file other than employer payroll files; (4) "FEC Match" service enabling users to cross-reference and match constituent records against Federal Election Commission (FEC) campaign contributor data collected from January 1, 2000 through the current year; (5) optional activation of integrated SmartSoft CASS API service billed separately by Datatech SmartSoft Inc.; and potentially other specific features which might apply to Licensee. These additional services and features are documented separately.

d. This National License Agreement covers all phone, email and web support pertaining to software problems or concerns; all basic phone, email and web support of users attempting to utilize the product in the first two months following installation; and all reasonable support calls throughout the term of this Agreement. This Agreement covers resolution of most software problems so long as WhoopDeDupe determines that a problem identified by Licensee is a significant problem which should be covered under this Agreement. There are no fees for the initial software installation, activation or configuration. Separate support fees will generally not apply; however, WhoopDeDupe reserves the right to bill for support at an hourly rate of $150 per hour if deemed necessary by either WhoopDeDupe or by Licensee. Unique needs or projects

may be addressed separately outside the scope of this Agreement, or if both parties choose, simply billed at $150 per hour within the scope of this Agreement.

e. This National License Agreement does not cover legislative district assignment service or voter match service for more than one state. This Agreement does not cover employer payroll deduction summary file and employer member audit file processing and reconciliation features. (These services and features can be arranged separately.)

f. WhoopDeDupe may adjust the License Fees and Support Fees (collectively, the "Fees") covered under this National License Agreement no more frequently than once every four (4) years, and any such increase shall not exceed the cumulative percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) over the preceding four (4) years. Permissible adjustments shall be calculated using official U.S. Bureau of Labor Statistics (BLS) data, where the percentage increase is the difference between the January CPI-U value four (4) years prior (the "Base Month CPI") and the most recent January CPI-U value (the "Current Month CPI"), using January as the fixed month for all comparisons, and the adjusted Fees shall be rounded to the nearest whole U.S. Dollar (the BLS CPI Inflation Calculator may be used for reference). This methodology ensures both parties can calculate and verify predictable, inflation-based adjustments, thereby avoiding periodic fee negotiation. The current monthly license fees of $465 for station license #1 and $105 for each additional station license were calculated using the cumulative percent increase between the Base Month CPI-U value for January 2020 and the CPI-U value for January 2024; therefore, the initial Base Month for the current license fees shall be January 2024.

(4) TERMS OF PAYMENT

a. By signing this Agreement, Licensee agrees to the following payment terms.

b. Licensee agrees to pay a monthly license fee of **$465** for station license #1 plus **$105** for each additional station license. WhoopDeDupe will submit an invoice to Licensee on the tenth day or nearest business day to the tenth day of each calendar month, until Licensee chooses to terminate service per clause **(2)** above.

c. Licensee accepts all payment terms on this account as billed by WhoopDeDupe, and Licensee agrees to make timely payment in compliance with such terms. Current terms are payment in full within 25 days of invoice date, with an additional grace period of 10 days after which late fees may accrue.

d. Licensee agrees to pay WhoopDeDupe a 5%, or lower if required by law, late fee penalty per month for each month payment is late or insufficient according to payment terms specified hereinabove. WhoopDeDupe may choose to waive this penalty fee.

(5) SALES & USE TAX

If Licensee is physically located in Minnesota, WhoopDeDupe will be required to apply sales tax against all regular monthly software license fees and service fees at a rate associated with the 9-digit ZIP code of the Licensee's billing address – determined using the Minnesota Department

of Revenue ZIP code "Sales Tax Rate Calculator". If Licensee is not located in Minnesota, Licensee may be required to report and remit use tax to appropriate state and/or local tax authorities.

(6) DATA PRIVACY AND PROTECTION

a. The default WDD software configuration covered by this Agreement does not include features or capabilities which (a) permit remote systems to access the local systems or data; (b) compromise or weaken firewall, network or machine security; or (c) submit or post any uploaded file data to any off-site system, machine or party, with the exception of deliberate data submissions initiated by the user. Licensee may choose to have special or custom features enabled which are not included within the default WDD software configuration, and these special or custom features may access remote servers and submit or post processed data or software user entries or requests to appropriate secure remote servers for the purpose of accessing specific data services required by Licensee.

b. If Licensee shall send data files to WhoopDeDupe for assistance with data processing, WhoopDeDupe shall only process these data files on systems protected with levels of security which prevent unauthorized persons from accessing these data files. WhoopDeDupe shall maintain data files for 30 to 60 days, and the data files shall only be used to support Licensee if and when Licensee shall request or require additional assistance with data files. Any files provided by Licensee in the possession of WhoopDeDupe shall be and forever remain exclusively the property of Licensee.

(7) SOFTWARE UPDATES

All WDD software updates shall be made available to Licensee at no cost for as long as Licensee account shall remain in good standing. Installing, updating or uninstalling WDD software versions will never compromise or affect processed data or compromise the configuration of WDD software, unless WDD data files, resource files or data directories shall be manually removed or altered by another third-party process or system.

(8) TITLE, COPYRIGHT, AND PROTECTION OF CODE

Title, ownership rights, and intellectual property rights in and to the WDD software and its source code shall remain with WhoopDeDupe. The copyright laws of the United States and international copyright treaties protect the software and its source code.

Licensee MAY NOT:

- modify, translate, reverse engineer, decompile, or disassemble the software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- create derivative works based on the software or its source code; or
- distribute copies of the software outside the scope of this Agreement.

(9) CONFIDENTIALITY

a. The licensed software and this Agreement contain confidential and proprietary information and trade secrets of WhoopDeDupe. As used in this Agreement, "Confidential Information" means (1) the licensed software and this Agreement; (2) all other proprietary, confidential or trade secret information which is clearly labeled or designated in writing as confidential, proprietary or the like by the disclosing party; (3) information disclosed orally with a designation of such information as secret, confidential or proprietary prior to or during the oral disclosure and a subsequent reduction of such information to a writing labeled confidential, proprietary or the like and sent to the party to whom the disclosure was made within 15 days after the oral disclosure; and (4) any other information that, although not designated as such by the disclosing party, is of a type and nature that a reasonable person would expect that it be treated as confidential and/or proprietary. Notwithstanding the foregoing, information shall not be considered Confidential Information to the extent that such information: (i) can be demonstrated to be already known to the receiving party free of any restriction at the time it is obtained from the other party; (ii) is subsequently learned from an independent third party free of any restriction and without breach of this Agreement or any other agreement; or (iii) is required to be disclosed by applicable law.

b. Each of WhoopDeDupe and Licensee agree that it will not, during the term of this Agreement and without regard to when or for what reason this Agreement shall terminate, disclose to any other person or entity any Confidential Information received from the other, except as strictly necessary (1) in connection with its performance under this Agreement, (2) in connection with any pending action related to this Agreement, or (3) as required by a court of competent jurisdiction. Notwithstanding the provisions of this clause **(9)**, the parties may disclose Confidential Information to their respective affiliates, accountants, attorneys, and other similar professional advisors with a need to know such information as long as the entity or person to which Confidential Information is disclosed is subject to obligations of confidentiality with the same effect as those specified in this clause **(9)**. Notwithstanding the foregoing, WhoopDeDupe and any independent contractors which it uses to support the licensed software may exchange information in connection with this Agreement so long as such independent contractors are subject to obligations of confidentiality.

(10) LIMITED WARRANTY AND DISCLAIMER OF WARRANTY

a. Certain end users may have unique needs which are not accommodated by WDD software, and therefore WhoopDeDupe cannot guarantee that WDD software will adequately satisfy all requirements of all users.

b. WhoopDeDupe makes no representation or warranty that the WDD software or any associated documentation are "error-free", or meet any user's particular standards, requirements, or needs. Should the software prove defective, WhoopDeDupe will address the proven defect in an appropriate manner so as to eliminate the defect.

c. This warranty is a limited warranty and it is the only warranty made by WhoopDeDupe. To the maximum extent permitted by applicable law, WhoopDeDupe disclaims all other warranties

and conditions, either expressed or implied, including but not limited to, implied warranties of fitness for a particular purpose, title, and non-infringement, with regard to the software, and the provision of or failure to provide support services. Some states/jurisdictions do not allow exclusions of an implied warranty, so the disclaimer may not apply to Licensee and Licensee may have other legal rights.

d. No WhoopDeDupe agent or representative is authorized to make any modifications or additions to this limited warranty. If Licensee makes any modifications to the software; if the software is subjected to accident, abuse, or improper use; or if Licensee violates the terms of this Agreement, then this warranty shall immediately be terminated. This limited warranty shall not apply if the software is used on or in conjunction with hardware or software other than the unmodified version of hardware and software with which the software is intended to operate or interface with.

(11) LIMITATION OF LIABILITY

a. Under no circumstances, except in the case of WhoopDeDupe's willful misconduct, and under no legal theory, tort, contract, or otherwise, shall WhoopDeDupe, its related companies, or its suppliers be liable to Licensee or any other person or entity for any indirect, special, incidental, or consequential damages of any character (including, without limitation, damages of data, damages for loss of goodwill, work stoppage, loss of profit, computer failure or malfunction, U.S. Post Office charges, other third-party data processing fees, or any and all other commercial damages or pecuniary losses) arising out of the use of or inability to use the software product or the provision of. Except in the case of WhoopDeDupe's willful misconduct, in no event will WhoopDeDupe's liability for any damages to Licensee and any other party exceed the total of the preceding 12 months of paid WDD license fees (specific to Licensee in question) regardless of the form of the claim, even if WhoopDeDupe shall have been informed of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not apply to Licensee.

b. Licensee is solely responsible to any third-party entity either using the software or to any third-party entity receiving information or data from Licensee's installation of the software.

(12) MISCELLANEOUS

a. If any provision of this Agreement is found void or unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed to meet its intended purpose, all limitations of liability and exclusions of damages as described in clauses **(10)** and **(11)** above shall remain in effect.

b. This Agreement shall be governed by, interpreted, and construed under Minnesota law as such law applies to agreements entered into and to be performed within Minnesota, except as governed by United States federal law.

c. WhoopDeDupe reserves all other rights and restrictions not specifically granted in this Agreement.

d. When signed by both an officer of WhoopDeDupe and a representative of Licensee, this Agreement shall supersede and replace any and all previous agreements and understandings (whether written or oral) between WhoopDeDupe and Licensee.

(13) ACCEPTANCE

The persons whose signatures appear below are authorized to submit this Agreement for WhoopDeDupe and Licensee, and to bind the parties to its terms and conditions.

WHOOPDEDUPE REPRESENTATIVE   _____

SIGNATURE   _____   DATE   _____

LICENSEE REPRESENTATIVE   _____

REPRESENTATIVE'S TITLE   _____

SIGNATURE   _____   DATE   _____