

**LAKE COUNTY REPUBLICAN
BASIC POLITICAL ORGANIZATIONAL UNIT
(BPOU)**

LIST LICENSE AGREEMENT

THIS LIST LICENSE AGREEMENT (“Agreement”) is made and entered into effective as of –**March 1, 2010** (“Effective Date”) by and between the Lake County BPOU Republican Party of Minnesota, an unincorporated association (Lake County Republican BPOU”), and **Person Requesting List's Name** (“Licensee”).

RECITALS

Lake County Republican BPOU is the sole and exclusive developer, creator and owner of certain Data (as defined below). Licensee is a candidate for endorsement of the Lake County Republican BPOU. Licensee desires Lake County Republican BPOU to grant a limited, non-exclusive license to Licensee to use the Data in connection with Licensee’s election effort, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Engagement. Licensee hereby agrees to license from Lake County Republican BPOU and hereby grants to Licensee, from the Effective Date until May 1, 2010, a limited, nonexclusive, non-assignable license (the “License”) to use Lake County Republican BPOU’s proprietary data identified on *Schedule A* attached hereto (the “Data”). **Licensee shall use the Data solely and exclusively for purposes related to Licensee’s campaign activities and not for any other purpose, whatsoever, without the prior express written consent of Lake County Republican BPOU.** Licensee does not have the right to reproduce, publish, sell, transfer, assign, license or sublicense the Data to other persons or parties, including, but not limited, to candidates for federal, state or local office, their volunteers, agents, employees and committees; political party units and their volunteers, agents, and employees; any commercial or professional fundraising committees, volunteers or agents; or any other entity or organization (whether organized for profit or not for profit). Lake County Republican BPOU expressly reserves the entire right, title and interest to such Data at all times.

2. Confidentiality. Licensee agrees that: (i) Licensee will treat as confidential all Proprietary Information (as hereinafter defined) which may be made or become available to Licensee; (ii) Licensee will not disclose any Proprietary Information to any other person for any purpose without the prior written consent of Lake County Republican BPOU; (iii) Licensee will use all Proprietary Information only in connection with Licensee’s campaign activities and not for any other purpose; and (iv) Licensee will prevent disclosure of any Proprietary Information by any employee, officer, agent, representative or volunteer of Licensee to others and assume liability for any breach of this Agreement and for any disclosure or use of Proprietary Information by Licensee or any of Licensee’s employees, officers, agents, representatives or volunteers. Licensee’s obligation to maintain the confidentiality of and not wrongfully use the Proprietary Information is unconditional, shall survive the expiration or termination of this Agreement or Licensee’s engagement with Lake County Republican BPOU, and shall not be excused whether or not Licensee maintains or continues any relationship with Lake County Republican BPOU. For purposes of this Agreement, “Proprietary Information” means any and all information and knowledge relating Lake County Republican BPOU and the Data including, without limitation all data, documentation, methods, procedures, contact and contributor lists and all data processing related materials or information relating to Lake County Republican BPOU and/or the Data except information which Licensee can demonstrate came to

Licensee's attention prior to disclosure thereof by Lake County Republican BPOU, or which, at the time of disclosure to Licensee, had become a part of the public domain, through publication or communication by others; or which after disclosure to Licensee, becomes a part of the public domain, through publication or communication by others. Licensee agrees that the License does not grant to Licensee or Licensee's officers, directors, agents, employees or representatives any express or implied permission or consent to any use of the name or logo of Lake County Republican BPOU in conjunction with Licensee's activities.

3. DISCLAIMER OF WARRANTIES. Lake County Republican BPOU SHALL NOT BE LIABLE FOR ANY FORM OF INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY TYPE OR MANNER OF LOSS OCCASIONED BY, OR RESULTING FROM, ANY MALFUNCTION, DEFECT OR FAILURE OF THE DATA LICENSED HEREUNDER, OR NEGLIGENCE, EITHER ACTIVE OR PASSIVE, OR ANY OTHER TORT BY Lake County Republican BPOU. Lake County Republican BPOU MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE DATA LICENSED HEREUNDER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Miscellaneous. The provisions hereof shall be binding upon and shall inure to the benefit of Lake County Republican BPOU and Licensee and their respective heirs, personal representatives, successors and assigns. Neither this Agreement, nor any of the rights or obligations of either party hereunder, may be assigned, in whole or in part, without the written permission of the parties hereto. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota without giving effect to the choice of law provisions thereof. This Agreement constitutes the entire agreement of the parties and supersedes and terminates any prior oral or written understandings or agreements between the parties relating to matters addressed herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by an authorized officer of the respective parties. Licensee acknowledges that a breach by it of any of the terms of this Agreement may render irreparable harm to Lake County Republican BPOU or and that Lake County Republican BPOU shall therefore be entitled to any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties, and to recover from Licensee all costs of litigation, arising out of or related to the enforcement of the provisions of this Agreement by Licensee, including, but not limited to, reasonable attorney fees and court costs.

5. No Personal Liability of Lake County Republican BPOU. Lake County Republican BPOU is an unincorporated association existing under the laws of the State of Minnesota. The members, officers, employees and agents of Lake County Republican BPOU, as well as the members of Lake County Republican BPOU Executive Committee, shall not be personally liable for any debt, liability, or obligation of Lake County Republican BPOU. All persons, corporations or other entities extending credit to, contracting with, or having any claim against Lake County Republican BPOU, may look only to the funds and property of Lake County Republican BPOU for payment of any such contract or claim or for the payment of any debt, damages, judgment or decree or any money that may otherwise become due or payable to them from Lake County Republican BPOU.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be duly executed on their behalf by their respective officers and, as of the day and year first above written.

REPUBLICAN PARTY OF MINNESOTA,
an unincorporated association

Dated: _____

By: Jennifer L. Havlick, Chair

(“Lake County Republican BPOU”)

Dated: _____

(“Licensee”)

SCHEDULE A

2008 1st Congressional District Caucus Attendees