

ORCHID FOR CHANGE SUBSCRIPTION SERVICES AGREEMENT and TERMS OF USE POLICY

This document provides important information regarding your use of the Orchid for Change™ service. You are urged to read and understand it thoroughly. We encourage you to print a copy of this entire document for reference and understanding before and as you use the service. We also encourage you to periodically return to this page and access this information to review any changes or modifications that may have been made since your last review.

IMPORTANT: ORCHID FOR CHANGE™ IS AN ONLINE INFORMATION AND COMMUNICATIONS SERVICE TO BE USED FOR THE PURPOSE OF AIDING CUSTOMERS IN THE OPERATION AND MANAGEMENT OF POLITICAL CAMPAIGNS. PLEASE READ THIS AGREEMENT AND POLICY CAREFULLY BEFORE ACCESSING OR USING ANY OF THE SERVICES DESCRIBED BELOW. BY ACCESSING OR USING THE SERVICES YOU (INCLUDING ALL EMPLOYEES, VOLUNTEERS, PRINCIPALS AND OTHER REPRESENTATIVES) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND POLICY AND YOU AGREE TO BE BOUND BY THEIR TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND POLICY, PROMPTLY EXIT THIS PAGE WITHOUT ACCESSING OR USING ANY OF THE SERVICES.

I. ORCHID FOR CHANGE SUBSCRIPTION SERVICES AND LICENSE AGREEMENT

1. Services: The Orchid for Change™ service (the "Service") provides access to software, server space, technology and other tools for you to develop one or more Web Sites for use in operating and managing a political campaign. The specific features of the Service depend on the level of Service selected by the customer for its use. You are responsible for providing and maintaining all necessary computer equipment, software and telecommunications services to access the Service. Orchid for Change shall supply, subject to the provisions of this Agreement, such subscription access to and use of certain software, server space, technology and documentation related thereto as may be agreed with you and specified in connection with your use of the Services.

2. Fees and Payment: For access to and use of the Service, you agree to pay the amounts indicated for the level of Service you choose. Fees and payment terms are provided on a price list, invoice and/or other written document. Subscription fees will be charged once you begin accessing this Service whether or not you continue to use the Service. To the extent any tax applies to your use of the Service, the collection, withholding, reporting and payment are your responsibility. Orchid for Change will charge fees for services to your credit card. In the event the you cannot pay by credit card you will be required to pay semi-annually or annually by check. In the event that there are past due amounts, those amounts will be charged interest at the rate of one percent (1%) per month or the maximum amount permissible by law until paid in full, whichever is greater. You agree to pay all collection fees (including attorney fees) in connection with collection of any past due amounts from you.

3. Customer's Obligations: You agree to pay the fees and prices agreed to and applicable to your subscription. You agree to comply with the Terms of Use Policy that is part of this Agreement and all applicable laws and regulations, including, but not limited to, those related to privacy, copyright, trademark, other intellectual property rights, data privacy, pornography, obscenity, communications, defamation, trade regulations and all tax laws and regulations. You are fully responsible for all content appearing in and contained on your Web Site. You agree to notify Orchid for Change promptly in the event you suspect any unauthorized use of your Orchid for Change Web Site. Until you notify Orchid for Change, you remain solely responsible for any such unauthorized use and any damages that may result therefrom. You further agree to notify Orchid for Change immediately in the event you become subject to any lawful order or process that would prohibit or limit your use of the Service. You may not resell, re-market, or otherwise

redistribute the Service or any portion thereof or offer services to others for the creation of Web Sites using the Service without written permission of Orchid for Change.

4. On-line Contributions: The on-line contribution service also enables the campaign to request certain information generally required by law regarding contributions, including the name, address and occupation of the contributor. In addition to the warranty, disclaimer, remedy and indemnity provisions of this Agreement which are applicable to this contribution feature, Orchid for Change warrants separately that the information obtained through the Web Site contribution service will be in substance that which is inputted by the contributor and that the information will be available or provided to you. Orchid for Change does not warrant that the information given by any contributor will be accurate, truthful or complete as to that contributor, or that it will satisfy the legal requirements applicable to you or your campaign. The information provided by Orchid for Change to you is provided "as is" and you assume the responsibility to verify that the information is correct, that it is complete, and that it meets the applicable legal requirements pertaining to you. Your campaign fully assumes the responsibility for verification and reporting of information to overseeing authorities.

You agree to provide information to Orchid for Change in connection with the setup of the Web Site campaign contribution service, including, but not limited to, appropriate financial account numbers for the campaign contribution deposits, appropriate names and addresses of finance institution and campaign officials, and any special provisions (legal or otherwise) pertinent to your campaign. You warrant and represent that your campaign is in compliance with all applicable laws relating to campaign finances, fund raising, disclosure, reporting and otherwise. You also agree that you will continue to assume full responsibility for compliance with all such laws. You agree to indemnify and hold Orchid for Change harmless from and against any and all claims, losses, liabilities and damages (including but not limited to all costs and reasonable attorneys' fees) regarding claims of improper, incomplete or unlawful campaign fund raising, reporting or disclosure by you or relating to any other act, omission, violation of law, or improper use of Orchid for Change's services by you or any inaccuracy in the information you provide to Orchid for Change.

Orchid for Change will not edit or disclose any information regarding you or your campaign contributors without your prior permission, except that Orchid for Change will comply with any order, subpoena, writ or other legal process issued by a court of competent jurisdiction. In addition, Orchid for Change will not be responsible for disclosure of information regarding you or your campaign contributors that is obtained by third parties that gain access improperly to Orchid for Change's files and data. Orchid for Change also may list you as a customer in connection with its own advertising, promotion or marketing purposes.

In the event Orchid for Change is required to return a contribution to a contributor that was made to you using Orchid for Change's services, you will be responsible to reimburse Orchid for Change for any and all costs due. The reimbursement shall include the amount of the refunded contribution plus a handling/processing fee in an amount not to exceed twenty dollars (\$20) to cover Orchid for Change's costs associated with the refund.

5. License: Upon your subscription, Orchid for Change grants to you, and you accept, a non-exclusive, non-transferable license (the "License") to use the Services and any related documentation ("Documentation"), together referred to as the "Licensed Materials," subject to and only as permitted in this Agreement. The Licensed Materials (including but not limited to any images, photographs, animations, video, audio, music, and text incorporated into the Software) are and remain the property of Orchid for Change or its licensors. Any data which you provide and which is manipulated or stored by the Licensed Materials remains your property and does not become the property of Orchid for Change. From time to time, whether or not obligated to do so, during the term of the Agreement, Orchid for Change may provide changes or additions (the "Updates") to the Software and Documentation, such as, but not limited to bugfixes, upgrades, and new releases. You are not permitted to adopt all or any part of the Software or its algorithms

as your own. You are not licensed to use any trademarks or service marks of Orchid for Change. Orchid for Change shall have the right to place its trademarks, service marks, logos and copyright information on the Web Site. Software and documentation are internationally protected by the laws of one or more of the following: copyright, patent, and trade secrets. Marking the software or documentation to indicate ownership by Orchid for Change is for notice only and is not evidence of publication.

6. Term: This Agreement shall take effect immediately upon your subscription to the Service and shall expire sixty (60) days after you've given notice, in writing, of your cancellation. The License granted hereunder ends with the termination of this Agreement for any reason. Orchid for Change may at any time and without advance notice modify or restrict your use of the Service if Orchid for Change determines in its sole discretion that your use of the Service violates the Agreement, the Terms of Use Policy, any laws or regulations, or the intellectual property rights of Orchid for Change or a third party. In the event Orchid for Change modifies or restricts your use of the Service, Orchid for Change will notify you of the reasons for the modification or restriction and you will have fifteen (15) days thereafter to correct the violation. Orchid for Change may terminate this Agreement if you do not make corrections by the end of that period.

7. Termination of License: Either party may terminate this Agreement for cause in the event of (a) any material breach of the terms and conditions hereof, which breach is not cured by the party in breach within fifteen (15) calendar days following notice, by the other party, of the breach; (b) the commencement of a voluntary case or other proceeding seeking liquidation, reorganization, or other relief with respect to either party of its debts under any bankruptcy, insolvency, or other similar law in effect at the time of or after creation of this Agreement; or (c) either party's making a general assignment for the benefit of creditors or becoming insolvent or taking any corporate action to authorize any of the provisions for parts (b) or (c) of this provision. Claims by you not made earlier than three months prior to the election specified in Exhibit A, but including any alleged defects or other grounds for breach existing more than three months prior to such election shall be deemed immaterial.

Either party may terminate this Agreement for convenience at any time upon sixty (60) days' notice to the other party. In the event Orchid for Change terminates the Agreement for convenience, following the sixty (60) day notice period, Orchid for Change shall cease to charge ongoing fees to you and refund a pro rata portion of any prepaid subscription fees.

Notwithstanding anything to the contrary, Orchid for Change may terminate this Agreement at any time in its sole discretion if Orchid for Change deems any content on your Web Site to be inappropriate, obscene, inflammatory, illegal, or if your use of the Service disrupts or causes a malfunction of the Service.

8. Rights and Duties Upon Termination: Upon termination of this Agreement, all rights to the Service terminate immediately. All fees and charges due under the Agreement for the remainder of the term of the Agreement shall become immediately due and payable in full as a cancellation fee. You remain liable for all charges during any period for which your Service is suspended or terminated. If this Agreement is terminated by Orchid for Change, you may not re-register for or otherwise access the Service without Orchid for Change's written permission. The term of the License ends with the termination of this Agreement for any reason. Upon termination of the License, all customer data on Orchid for Change servers will be deleted. It is your responsibility to print out all data prior to termination.

9. Web Site Availability: The Web Site(s) provided under this Agreement will be accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of services due to causes beyond the control of Orchid for Change. Orchid for Change cannot represent or warrant that the Service will never be interrupted. You understand that there may be occasions, due to circumstances not within our control, that may result in

interruption of the Service. Orchid for Change will use its best efforts to provide continual availability of the Services. Examples of causes beyond our control include, but are not limited to, the interruption or failure of telecommunication links, interruption or failure of transmission links, and slow downs or failures of the Internet itself. Orchid for Change reserves the right to interrupt services for purposes of upgrading, debugging, maintaining and improving the system, among other reasons. To the extent feasible, Orchid for Change will schedule these activities for performance at the least inconvenient time so as to minimize interruption.

10. Confidential Information: Unpublished information within the software and documentation provided by Orchid for Change, as well as Orchid for Change information to which you may gain access, that deals with Orchid for Change's product plans, product details and operations, business strategies, and the like, including, but not limited to, all information that you would wish to maintain in confidence if the information belonged to and applied to you rather than Orchid for Change, is "Confidential Information." You agree to treat the Confidential Information with at least the degree of care and protection with which it treats its own essential and most highly proprietary and confidential information, but in any event with no less than reasonable care and protection, and to use the Confidential Information only in a manner and for purposes consistent with the provisions and objectives of this Agreement. You agree not to disclose Confidential Information or otherwise to make it available to third parties without Orchid for Change's prior written consent, except to the extent that the Confidential Information (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of you; (ii) was known to you, without restriction, at the time of disclosure by Orchid for Change as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of Orchid for Change; (iv) became known to you, without restriction, from a source other than Orchid for Change, without breach of this Agreement by you and otherwise not in violation of Orchid for Change's rights; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that you shall use all reasonable efforts to provide prompt written, and sufficient advance notice thereof to Orchid for Change to enable Orchid for Change to seek a protective order or otherwise prevent or restrict such disclosure. You shall take appropriate action by instruction, agreement, or otherwise with Licensee's employees, agents, and other representatives to satisfy your obligations under this Agreement with respect to the use, copying, modification, protection and security of Confidential information.

11. Limited Warranty: Orchid for Change warrants that the performance of the Service will not deviate materially from that represented in the Orchid for Change web site (www.OrchidForChange.com). This is a limited warranty. Your remedies in connection with this warranty are described below. Also described below are warranties that Orchid for Change expressly declines to make.

12. Disclaimer of Other Warranties: ORCHID FOR CHANGE PROVIDES SERVICES ON AN "AS-IS" BASIS, WITH ALL FAULTS, AND WITHOUT WARRANTY BEYOND THAT DESCRIBED IN THIS AGREEMENT. ORCHID FOR CHANGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. ORCHID FOR CHANGE DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. ORCHID FOR CHANGE DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE OR RESULTS OF THE USE OF THE SERVICES, SOFTWARE, ACCESS TO THE SERVERS, OR THE INFORMATION PROVIDED BY THE ORCHID FOR CHANGE DIRECTORIES, LISTINGS AND DATABASES IN TERMS OF ACCURACY, RELIABILITY, QUALITY, STABILITY, COMPLETENESS, CURRENTNESS OR OTHERWISE. NO INFORMATION OR ADVICE GIVEN BY ORCHID FOR CHANGE OR ITS AUTHORIZED REPRESENTATIVES SHALL IN ANY WAY CREATE A WARRANTY OR INCREASE THE SCOPE OF THIS WARRANTY. YOU ARE ENTIRELY RESPONSIBLE FOR AND ASSUME ALL RISK FOR USE OF THE SERVICE.

ORCHID FOR CHANGE DOES NOT WARRANT OR REPRESENT THAT ITS SECURITY PROCEDURES WILL PREVENT THE LOSS OF OR IMPROPER ACCESS TO YOUR DATA. ORCHID FOR CHANGE IS NOT RESPONSIBLE FOR TRANSMISSION ERRORS OR CORRUPTION OR SECURITY OF INFORMATION CARRIED OVER TELECOMMUNICATION LINES. ORCHID FOR CHANGE OFFERS NO NONINFRINGEMENT WARRANTY WHATSOEVER AND DISCLAIMS ALL RESPONSIBILITY WITH RESPECT TO INTELLECTUAL PROPERTY RELATED TO ITEMS PROVIDED UNDER THIS AGREEMENT BUT NOT PRODUCED BY ORCHID FOR CHANGE.

13. File Corruption: ORCHID FOR CHANGE DOES NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING IN CONNECTION WITH THE SERVICES WILL BE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO ORCHIDFORCHANGE.COM'S SERVERS FOR THE RECONSTRUCTION OF LOST DATA.

14. Limitation of Liability: IN NO EVENT SHALL ORCHID FOR CHANGE, ITS AGENTS, EMPLOYEES, OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF SUPPORT, LOSS OF PROFITS, LOSS OF GOODWILL OR REPUTATION, CAMPAIGN INTERRUPTION, LOSS OF DATA, OR LOSS OF INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR THE SERVICES, OR FOR ANY CLAIM BY ANY THIRD PARTY (INCLUDING FOR INTELLECTUAL PROPERTY INFRINGEMENT), EVEN IF ORCHIDFORCHANGE.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF ORCHID FOR CHANGE TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY YOU TO ORCHID FOR CHANGE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT CAUSING LIABILITY, provided, however, that this limitation shall not apply to damages for personal injuries to your employees, contractors, or other representatives or for destruction of your tangible personal property proximately caused by negligence or malfeasance of Orchid for Change.

15. Exclusive Remedy: Your sole right and exclusive remedy for breach of this Agreement by Orchid for Change if you are dissatisfied for any reason with the Service is to terminate this Agreement as provided herein.

16. Indemnity: Except as provided above for personal injuries and destruction of property, you agree that you shall indemnify and hold Orchid for Change harmless against any claims, liabilities, causes of actions, losses, damages, judgments, costs and fees (including attorneys fees and disbursements) to you or any third party which Orchid for Change may hereafter incur, suffer, or be required to pay, defend, settle, or satisfy as a result of your use of the Service, including the content of your Web Site or any information contained therein.

Orchid for Change will indemnify you and hold you harmless with respect to any claim or demand by any third party that the Licensed Materials infringe any United States copyright, patent, or trade secret. You shall cooperate fully with Orchid for Change in defending against any such claim or demand and shall take no action, without prior written consent of Orchid for Change, which may compromise or settle such claim or demand. In the event that you are prevented by injunction or similar order from using the Licensed Materials as contemplated by this Agreement, Orchid for Change may: procure the necessary license for the affected item(s) of the Licensed Materials; modify the affected item(s) to avoid infringement; provide a replacement for the affected item(s); or, if none of the foregoing is commercially reasonable, terminate this

Agreement, ceasing to charge ongoing fees to you and refunding a pro rata portion of any hosting/maintenance fees that you have paid to Orchid for Change.

17. Governing Law and Venue: This Agreement and Terms of Use Policy shall in all respects be governed by the laws of the District of Columbia, without reference to the rules of any jurisdiction concerning conflicts of laws. You agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the federal and state courts located in the District of Columbia, and you hereby consent to the personal jurisdiction and venue of these courts. No claim arising out of or in connection with this Agreement may be brought by you more than one (1) year after the cause of action on which it is based has accrued.

18. Changes to Agreement and Terms of Use Policy: OrchidForChange.com may, without prior notice and in its sole discretion, revise or amend this Agreement and Terms of Use Policy. Any changes shall be posted to the Orchid for Change Web Site (www.OrchidForChange.com). You are responsible to periodically access the online Agreement and Terms of Use Policy to review them for any revisions or modifications. Except as provided herein, any changes to this Agreement must be in writing and signed by Orchid for Change and you.

19. Force Majeure: Neither party will be responsible for any failure to perform its obligations (other than payment obligations) under this Agreement due to causes beyond the reasonable control of the party failing to perform, including without limitation acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents. To receive the benefits of this provision, however, the party so failing to perform must (a) notify the other party promptly of the fact, cause, and expected duration of the failure to perform; (b) continue its attempts to perform; (c) keep the other party informed of a likely end of the cause of the failure to perform; and (d) perform promptly when again able to do so. Payment is not subject to this force majeure provision. Either party may terminate this Agreement upon notice to the other if the duration of the period of a failure to perform covered by this provision extends beyond thirty (30) days.

20. General Terms: You may not assign or transfer your rights and obligations under this Agreement without written permission of Orchid for Change. Any of the provisions of this Agreement determined by a court of law to be invalid is, to that extent, deemed omitted and the remainder of this Agreement shall be enforced as written. All notices permitted or required to be given must be written and delivered by hand, facsimile, or nationally recognized express mail service to the address of that party as specified in this Agreement or such other address as the party may specify in writing on ten (10) days notice in accordance with this provision. All notices shall be deemed to be given upon receipt. Orchid for Change and you are independent contractors, and nothing contained in this Agreement shall be construed to constitute a joint venture or other relationship between them or to give either party any rights whatsoever to bind the other. You understand and accept that Internet use, the Services, and related products and services may require registrations and related administrative reports which may be public in nature. You also consent to the use of your name as a reference in Orchid for Change's marketing activities.

ORCHID FOR CHANGE TERMS OF USE POLICY

This Terms of Use Policy describes the rules you agree to observe in connection with your creation and use of your campaign Web Site. Orchid for Change reserves the right in its sole discretion to remove any content for any reason, including but not limited to, your violation of any laws or the terms and conditions of the Orchid for Change Subscription Services Agreement or this Terms of Use Policy. This right to remove inappropriate content does not create an obligation on Orchid for Change to monitor or edit your Web Site. The rules identified below are in addition to the rules governing content identified in the Agreement. The following rules are provided solely for your guidance. If you are unsure whether any contemplated use, content or action is

permitted, you may contact Orchid for Change. You agree to observe the following rules of use of your Web Site:

- You agree to use the Web Site only for purposes consistent with the campaign for which you have contracted for the Services;
- You agree not to download, alter, reverse compile, or examine the source or object code of any software or data provided by Orchid for Change or others in connection with Orchid for Change's provision of the Services;
- You are responsible for protecting the privacy of your user ID or other bases of restricted access supplied by or arranged in cooperation with Orchid for Change;
- You shall not violate the confidentiality of information stored on or accessible through the Web Site or Orchid for Change's servers, or deposit or upload any materials other than those used directly by you for the purposes contemplated by this Agreement;
- You shall not use the Service to post any content that is obscene, pornographic, excessively violent, harassing, or otherwise objectionable;
- You shall not use the Service to post content that is defamatory, libelous, scandalous, threatening or harassing. You shall not post private information without the permission of the person(s) or entities involved, or post content that may cause emotional distress;
- You shall not use the Service to post any content that advocates, promotes or otherwise encourages violence against any business, government, organization, group or individual or which provides instruction, information or assistance in causing or carrying out such violence;
- You shall not introduce viruses, worms, Trojan Horses, or other harmful code on Orchid for Change hardware or on the Internet;
- You shall not use the Service to post any content that violates any copyrights, trademarks, patents, or other intellectual property rights of others; and
- You agree to observe other rules of use of the Web Site as Orchid for Change may notify you of them as applicable to Orchid for Change's Web Sites generally; provided, however, that if a new rule so notified operates to create a serious hardship for you, you shall have the opportunity to object within ten (10) days after such notice, in which case you and Orchid for Change may jointly decide on alternative implementation or definition of the rule.

In operating your Web Site, you agree to assume sole responsibility for insuring that your Web Site complies with the above rules. In addition, you agree to assume sole responsibility for the accuracy of all content appearing on your Web Site and that your Web Site is used in a manner consistent with all applicable laws and regulations. You are responsible for properly acquiring all authorization required for hypertext links to other Web Sites.

Orchid for Change may, without prior notice and in its sole discretion, revise or amend this Agreement and Terms of Use Policy. Any changes shall be posted to the Orchid for Change Web Site (www.OrchidForChange.com). You are responsible to periodically access the online Agreement and Terms of Use Policy to review them for any revisions or modifications. Except as provided herein, any changes to this Agreement or Terms of Use Policy must be in writing and signed by Orchid for Change and you.