



## Authorization Card & Signature Page Conversion Service Agreement

This document sets forth the terms and conditions of an Agreement for authorization card and signature page file conversion services to be provided by WhoopDeDupe Inc. (“WhoopDeDupe”) to the labor union, Democratic campaign or other progressive entity 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.

This Agreement was prepared to facilitate the conversion of paper authorization cards and signature pages to electronic data; however, the terms of this Agreement may be applied to any similar file conversion scenario.

### (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

There is no minimum period of service, because there are no monthly fees for data conversion services. All data conversion service fees shall be incidental in nature and accrue only when Licensee arranges for WhoopDeDupe to provide data conversion service. This Agreement shall remain in effect indefinitely until Licensee discontinues service by sending notice of termination to WhoopDeDupe by email or mail. Upon service termination WhoopDeDupe shall immediately delete and destroy all copies of authorization card and signature page data files provided by or processed for Licensee. Reactivation of service shall only require a new signed Agreement.

### **(3) DATA SERVICES AND SERVICE FEES**

**a.** WhoopDeDupe shall provide the data services listed below when requested by Licensee and agreed to by WhoopDeDupe.

**i.** Automatic file format conversion script setup per file format: **\$350 / file format**

WhoopDeDupe can build fully automated file format detection and conversion scripts and incorporate these scripts within the flagship WhoopDeDupe software product. WhoopDeDupe can automatically convert PDF and other file formats if the source file format is suitable for automated conversion.

**ii.** Conversion of any file by highly skilled technicians: **\$1.40 / data row; \$50 minimum**

We offer data file conversion for ANY file format including hand written or poor quality scanned image files. The \$1.40 fee covers up to 25 columns of data per row, and an additional charge of \$0.06 per data row will apply for each additional column beyond the 25<sup>th</sup> column. For file conversions with signature images, a column will be added referencing the name of the file containing the signature, and for signature pages with multiple rows of signatures, an additional column will be added containing the row number on the signature page which contains the relevant signature. An additional charge of \$0.06 per data row will apply separately for one or both of these additional columns referencing the signature file, as necessary, regardless of whether or not these columns exceed the 25 column cutoff. The minimum processing fee of \$50 shall apply separately to each batch of files processed together and not to each individual file.

We work with an ultra-progressive pro-union team in Denver Colorado lead by Heidi Silwamba. We trust this team because of longstanding relationships and because of Heidi's incredible attention to detail and her level of perfection which is very rare. We maintain signed non-disclosure and data confidentiality agreements which include terms which require (1) that only personnel who are at least eighteen years of age be permitted to convert data files provided by Licensee, (2) that files including full social security numbers be converted only by Heidi or directly under Heidi's supervision without transmission of such data to a third location, (3) that only the last 4 digits of the social security numbers be converted and the full social security numbers be excluded from converted data, (4) that all original source files be deleted or destroyed upon completion of file conversions and all converted and prepared files be deleted or destroyed within 90 days following the completion of file conversions or at any time upon request by Licensee and (5) that all data from completed file conversion jobs be stored on a single machine which requires a secure log-in password for file access.

**b.** WhoopDeDupe provides an automated and integrated authorization card data reconciliation service which effectively reconciles converted authorization card data with (1) accurate employer names and employer ID values, (2) accurate worksite names and worksite ID values, (3) precise union divisions, (4) standard member classification labels and (5) even the exact union member names and union member ID values from the local union member database. This service was

first built at SEIU Local 1. **This service is not covered by this Agreement.** Refer to our “Together We Rise” license agreement, available at:

[http://www.whoopdedupe.com/docs/WDDLicAgmt\\_TWR\\_2019a.pdf](http://www.whoopdedupe.com/docs/WDDLicAgmt_TWR_2019a.pdf).

c. WhoopDeDupe also provides an automated and integrated signature page data reconciliation service which effectively reconciles converted signature page data with active voter records, and this particular service includes options such as requiring an exact match on the entire address including the address unit designation or excluding P.O. Box addresses. **This service is not covered by this Agreement either.** Contact WhoopDeDupe for additional information.

#### **(4) TERMS OF PAYMENT**

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

b. Licensee agrees to pay the service fees listed above in clause 3 as they are billed on monthly invoices which are submitted to the Licensee the business day nearest the tenth day of each calendar month either by U.S Postal service or email, per the expressed preference of Licensee.

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 if payment problems persist.

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) DATA PRIVACY AND PROTECTION**

a. WhoopDeDupe shall only process data files provided by Licensee on systems protected with levels of security which prevent unauthorized persons from accessing these data files. WhoopDeDupe shall maintain data files for up to 90 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.

#### **(6) CONFIDENTIALITY**

a. Confidential Information shall be defined as all information provided to WhoopDeDupe by Licensee, including by not limited to authorization card data, signature page data, membership data, employer data and any other information regarding Licensee business practices.

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 6, 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 6. 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.

## **(7) LIMITED WARRANTY AND DISCLAIMER OF WARRANTY**

a. WhoopDeDupe makes no representation or warranty that the data services provided under this Agreement shall be "error-free", or meet any Licensee representative's particular standards, requirements, or needs. Should the data services provided under this Agreement yield errors, WhoopDeDupe will address the verified errors in an appropriate manner so as to correct the errors.

b. 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 data services provided under this Agreement, and the provision of or failure to provide adequate data service support. 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.

## **(8) 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 data services provided under this Agreement. 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 data service fees under this Agreement (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.

## **(9) 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 **7** and **8** 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.

**(10) 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 \_\_\_\_\_