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MASTER CLIENT AGREEMENT
CONFIDENTIAL AND UPDATED AS OF AUGUST 7, 2008
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THIS **MASTER SERVICES AGREEMENT** (this "Agreement"), dated _____ is by and between SMSPolitical a division of Delicate Data LLC ("SMSPolitical"), a Florida limited liability company, and _____ ("_____", "Client"), a _____ (INSERT CORPORATE FORM AND STATE OF INCORPORATION). SMSPolitical and the Client are sometimes individually referred to in this Agreement as a "Party" and collectively referred to in this Agreement as the "Parties".

The term of this Agreement shall commence as of the date listed above and shall continue until terminated by either party upon at least thirty (30) day's written notice, unless otherwise terminated as provided for in this Agreement (the "Term"). This agreement sets forth the terms and conditions for data verification / data validation, short message service (SMS), Voice Message Broadcast, or Binary Content Mobile Service delivered by SMSPolitical and Client pursuant to each Purchase Order or Insertion Order entered into by the Parties.

1 TERMS AND CONDITIONS

This Agreement, each Insertion Order or Purchase Order (collectively, an "Order Contract") executed in connection with this Agreement, and any Exhibits or other documents expressly incorporated herein or therein, represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties. In the event of any conflict between the terms and conditions of this Agreement and any Order Contract, the terms of this Agreement shall prevail.

1.1 Invoicing

I. Unless otherwise specifically stated in an Order Contract executed by both Parties, invoices shall be rendered on a real time basis, or, if the duration of the services provided by SMSPolitical is less than fifteen (15) days, invoices shall be rendered upon commencement of SMSPolitical's services pursuant to the Order Contract (the "Services"). Unless otherwise specifically stated in an Order Contract executed by both Parties, any undisputed portion of an invoice shall be payable with 72 hours of completion of service by SMSPolitical.com. Client may elect to prepay for the Services.

II. The price of the Services described in this Agreement or an Order Contract does not include taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Services. Client shall pay such taxes directly or reimburse SMSPolitical for any such taxes.

III. If any invoices become more than thirty (30) days "past due", SMSPolitical, in its sole discretion, may immediately terminate the Term or suspend providing any or all the Services to Client. In addition, invoices thirty (30) days or more due are subject to interest charges of one and one-half (1.5) percent per month or eighteen percent (18%) annual rate, or the highest rate allowed by law, whichever is lower. Client shall also reimburse SMSPolitical for all reasonable expenses (including attorneys' fees) incurred by SMSPolitical in collecting such overdue invoices.

IV. Any billing disputes must be delivered in writing to SMSPolitical at the address set forth above within thirty days (30) days of the invoice date on which invoice the disputed charges appear. If Client does not notify SMSPolitical in writing within thirty days (30) days of the invoice date that it disputes any part or all of such invoice, then any undisputed portion of the invoice shall be deemed accepted, final and binding upon Client.



1.2 Credit Information

Client consents to (i) a check by SMSPolitical of Client's credit for purposes of confirming Client's creditworthiness and to (ii) SMSPolitical's disclosure of account information regarding Client to or from credit reporting agencies, credit bureaus, private credit reporting associations, or to or from other providers of related services.

1.3 Confidentiality

Each Party acknowledges that information provided by the other Party in connection with this Agreement, may contain confidential and proprietary data, and disclosure of such information by the other Party may be damaging to the disclosing Party. For purposes of this Agreement, the term "Information" shall mean any and all technical and business information disclosed in any manner or form including, but not limited to, financial plans and records, marketing plans, business strategies, methodology, trade secrets, present and proposed products, computer software programs, source code, relationships with third parties, client lists, information regarding clients and suppliers, founders, employees, and affiliates. Both Parties agree to hold the other Party's Information in confidence, not to make use of it other than as required for the performance of this Agreement, to release it only to employees requiring such Information in connection with the performance of this Agreement, and not to release or disclose the Information to any other third party. The duties and obligations to protect the Information shall survive termination of the Term. Within ten (10) days of the termination of the Term, each Party shall return all Information of the other Party in its possession or control to the other Party.

1.5 SMS Compliance

Client and SMSPolitical agree to abide by the following:

I. SMSPolitical represents and warrants that (i) each cell phone record was obtained by SMSPolitical or its parent company, and to which any promotions or offers will be sent pursuant to this Agreement, has been obtained through "Affirmative Consent" as defined in the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003, and all amendments thereto.

II. ADVERTISERS: Without limiting the foregoing in Section 1.5.I, Client will not utilize deceptive or misleading subject lines in any campaign message delivered to SMSPolitical. Client shall provide SMSPolitical any and all "Advertiser" suppression lists, including, without limitation, all opt-out names, for specific Campaign Mobile Messages, offers, or advertisements to be sent by SMSPolitical pursuant to the terms of this Agreement. SMSPolitical will apply such suppression lists in advance of running any campaigns if provided seventy-two (72) hours in advance of any scheduled campaign deployment. Client shall also provide SMSPolitical with an Internetbased opt-out mechanism, such as a functioning email address or opt-out URL, as well as an address for postal opt-outs.

III. PUBLISHERS: Without limiting the foregoing in Section 1.5.I, Client further agrees not to forge or utilize misrepresenting message headers, whether in whole or in part, to mask the originator and Client will not maintain an open relay. Client also agrees to utilize suppression lists supplied by SMSPolitical and download current files in a timely manner pursuant to this agreement.

IV. Client agrees that if a compliance issue arises related to any campaign, SMSPolitical, in its sole discretion, shall determine whether or not the message complies with all applicable laws, rules and regulations and as such has the capacity to suspend or reject such campaign(s) and termination or services to Client.



1.6 Warranties; Limitation of Warranty and Liability

I. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1.5 AND 1.6.II OF THIS AGREEMENT, SMSPOLITICAL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. SMSPOLITICAL SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OR AGAINST INFRINGEMENT. SMSPOLITICAL SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES. CLIENT ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE THE RECOVERY OF NO MORE THAN THE AMOUNT PAID BY CLIENT TO SMSPOLITICAL PURSUANT TO THIS AGREEMENT.

II. SMSPolitical represents and warrants to Client that:

(a) it holds the necessary rights to provide the Services, including any third-party software it uses in connection therewith, as required for the purposes of this Agreement;

(b) none of the materials provided by SMSPolitical included in the Services to Client shall:

(i) infringe on the intellectual property rights of any third party or any rights of publicity or privacy;

(ii) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising);

(iii) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing or

(iv) be obscene or child pornographic.

(c) it shall deliver the services as set forth each Order Contract and all services provided by SMSPolitical will conform in all material respects to their applicable specifications or acceptance criteria set forth in each Order Contract; and

(d) there is no outstanding contract, commitment or agreement to which SMSPolitical is a Party or legal impediment of any kind known to SMSPolitical which conflicts with this Agreement or might limit, restrict or impair the rights granted to Client hereunder.

1.7 Indemnification

SMSPolitical shall indemnify and shall hold harmless (including, without limitation, costs of court and reasonable attorney's fees) Client and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as "Client Indemnified Party") against all liability to third parties (other than liability solely the fault of the Client Indemnified Party) arising from or in connection with (i) the violation by SMSPolitical of any third party's trade secrets, proprietary information, trademark, copyright,

or patent rights in connection with the performance of the Services, (ii) third party claims arising from or related to SMSPolitical's breach of any representation or warranty in this Agreement or (iii) SMSPolitical's gross negligence, or willful misconduct. SMSPolitical's obligation to indemnify any Client Indemnified Party will survive the termination of the Term. Client shall promptly notify SMSPolitical of any third party claim.



SMSPolitical may conduct the defense in any such third party action arising as described herein and Client shall provide reasonable cooperation with such defense; provided that SMSPolitical remains obligated to indemnify each Client Indemnified Party whether or not such Client Indemnified Party notifies SMSPolitical of such third party claim, unless and only to the extent that SMSPolitical is materially prejudiced by any such failure of notification. Client shall indemnify and shall hold harmless (including, without limitation, costs of court and reasonable attorney's fees) SMSPolitical and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as "SMSPolitical Indemnified Party") against all liability to third parties (other than liability solely the fault of SMSPolitical Indemnified Party) arising from or in connection with the violation by Client of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with this Agreement. Client's obligation to indemnify any SMSPolitical Indemnified Party will survive the termination of the Term. SMSPolitical shall promptly notify Client of any third party claim and Client may conduct the defense in any such third party action arising as described herein and SMSPolitical promises to provide reasonable cooperation with such defense; provided that Client remains obligated to indemnify each SMSPolitical Indemnified Party whether or not such SMSPolitical Indemnified Party notifies Client of such third party claim, unless and only to the extent that Client is materially prejudiced by any such failure of notification.

1.8 Ownership

Material first produced or created by SMSPolitical for Client under this Agreement shall belong exclusively to Client. SMSPolitical shall retain ownership of any pre-existing SMSPolitical data, technology, and / or business materials identified as or incorporated into a data product or marketing service deliverable under this Agreement. SMSPolitical shall retain all rights in its proprietary data and related systems ("Data Systems") for performing services which may be used by SMSPolitical and/or provided by SMSPolitical to Client during the course of the services. Client acknowledges holding SMSPolitical Data Systems in confidence in accordance with the Confidentiality clause of this Agreement.

1.9 Advertising, Marketing, and Promotional Materials

Client hereby permits SMSPolitical to identify Client in SMSPolitical's Campaign Mobile Messaging, advertising, marketing, promotional materials, and in SMSPolitical.com web site (collectively referred to herein as the "Advertising Materials"). If Client currently owns any intellectual property rights associated with the Client's name to be identified in such Advertising Materials, Client grants SMSPolitical a limited, royalty free, non-exclusive license to use any and all of Client's trademarks, service marks, and/or logos (collectively, the "Trademarks") so associated with Client's name in all applicable Advertising Materials. Client shall provide SMSPolitical with current samples of and usage guidelines associated with the Trademarks, and SMSPolitical usage of the Trademarks in the Advertising Materials shall be in accordance with such guidelines. SMSPolitical's right to use the Trademarks shall be limited to the Advertising Materials. SMSPolitical acknowledges that, as and between SMSPolitical and the Client, Client has exclusive ownership of the Trademarks and that the Trademarks shall remain the exclusive property of Client. SMSPolitical shall always identify the Trademarks as being the property of Client in the Advertising Materials.

1.10 Termination

In the event either Party breaches any of the provisions of this Agreement, the non-breaching Party may notify, by written notice to the breaching Party, the nature of such breach. If the breaching Party fails to correct the breach within five (5) days after such notice, the non-breaching Party shall have the right, but not the obligation, to terminate Term immediately.

1.11 General

I. Amendments. The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the Party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.



II. **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns, whether so expressed or not.

III. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding upon any Party so confirming.

IV. **Assignment.** Neither Party shall assign, sublicense or otherwise transfer (voluntarily, by operation of law or otherwise) this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other Party, except that either party may assign this Agreement upon the sale of all or substantially all of the assets or stock of such party without the written consent of the other Party.

V. **Force Majeure.** Each Party shall be excused from performance of its non-monetary obligations for any period and the time of any performance shall be extended as reasonably necessary under the circumstances, to the extent that such party is prevented from performing, in whole or in part, its obligations under this Agreement, as a result of acts of God, any governmental authority (except as defined below), war, civil disturbance, court order, labor dispute, third party non-performance (including the acts or omissions of any suppliers, agents or subcontractors) or any other cause beyond its reasonable control, including hurricanes, inclement weather, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment or lines or any other equipment. Such non-performance shall not be a default under this Agreement or grounds for termination of this Agreement unless such non-performance is not cured within 60 days. A Party who is prevented from performing for any reason shall immediately notify the other party of the cause for such non-performance and the anticipated extent of the delay.

VI. **Non-Solicitation.** During the Term and for a period of twelve (12) months thereafter, Client shall not solicit, induce, or attempt to solicit or induce any officer, director, or employee of SMSPolitical or any of its subsidiaries, successors or assigns to terminate his, her or its employment or other relationship with SMSPolitical or its subsidiaries, successors or assigns or otherwise encourage any such person or entity to leave or sever his, her or its employment or other relationship with SMSPolitical or its subsidiaries, successors or assigns for any reason.

VII. **Severability.** If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning that renders it valid and enforceable.

VIII. **Governing Law.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

IX. **Jurisdiction and Venue.** The Parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Seminole County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Seminole County or the United States District Court, Central District of Florida, Orlando Division. Each Party consents to the jurisdiction of such court in any



such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

X. **Third Parties.** Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

XI. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including electronic transmission) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, electronically transmitted, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to SMSPolitical:

Delicate Data LLC
122 East Cottesmore Circle
Lognwood FL 32779
Phone: 407.786.4422
Fax: 775.655.8711

If to Client:

Name
Address
City
State
Zip
Phone:
Fax:

or to such other address as either Party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. The Parties have executed this Agreement as of the date first written above.

SMSPolitical

CLEINT

Name: _____
Title: _____

Name _____
Title: _____

Date: _____

Date: _____

Signature _____

Signature _____



CLIENT INFORMATION:

COMPANY LEGAL NAME:

CONTACT NAME:

CONTACT PHONE / FAX:

CONTACT E-MAIL:

COMPANY STREET ADDRESS:

COMPANY CITY

STATE

ZIP:

PO REQUIRED (Y OR N): N PO NUMBER _____(if available):

FEDERAL TAX ID NUMBER: _____(Social Security Number)

CLIENT DUNS NUMBER: _____(DUN & BRADSTREET NUMBER)

BILLING INFORMATION:

BILLING CONTACT NAME:

BILLING PHONE / FAX:

BILLING CONTACT E-MAIL:

BILLING ADDRESS:

BILLING CITY:

STATE:

ZIP: