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April 19, 2019

VIA ELECTRONIC MAIL

Federal Election Commission
Office of Complaints Examination
and Legal Administration
Attn: Saurav Ghosh, Esq.
1050 First Street, NW
Washington, DC 20463

Re: MUR# 7214, *Ohio Democratic Party v. Ohio Republican Party State Central & Executive Committee*

Dear Mr. Ghosh:

We represent the Ohio Republican Party State Central & Executive Committee and Tracey Winbush, Treasurer¹ ("ORP"). On March 14, 2019, the Commission notified ORP that the Commission has reason to believe ORP violated 52 U.S.C. § 30125(b) and posed additional questions and document requests to ORP. ORP responds as follows:

I. BACKGROUND

On or about February 8, 2017, the Ohio Democratic Party filed a Complaint with the Federal Election Commission regarding "Project Ruby." Specifically, this Complaint referred to publicly available news sources that referenced a microtargeting campaign related to the 2014

¹ Ms. Winbush was the Treasurer of the ORP at the time the Complaint was filed. The Treasurer at the time of the expenditures that serve as the basis of the Complaint was Ranae Lentz. The current Treasurer is David Johnson.

statewide elections. In reality, this news article revealed a plan that was aspirational at best, and in fact simply not possible in execution.

In 2013 and 2014, the ORP had one principal goal in mind—to convince voters in Ohio that Governor John R. Kasich should be reelected along with four other statewide candidates for Attorney General, Auditor of State, Secretary of State, and Treasurer of State. The Republican candidates prevailed in all five statewide, state constitutional elections. There were no statewide federal elections. The party also maintained significant majorities in the State House and the State Senate. It also held on to a majority in Congressional elections. *See Declaration of Rob Secaur* at ¶2, attached hereto as Exhibit A.

To help lay the groundwork for these state election victories, the ORP was willing to spend resources on new approaches. It was all-hands-on-deck for the team to create, support, and implement creative strategies to improve chances for the ORP's eventual success. *See Secaur Dec.* at ¶3. As the article attached to the Complaint as Exhibit A makes clear, the Republican Party suffered a competitive disadvantage to Democrats with respect to the use of data and data operations. On the heels of multiple, failed Republican data ventures, the ORP sought a solution.

To find that solution, the ORP retained FactGem. FactGem was a vendor run by an ally of both the ORP and Governor Kasich—Mark and Megan Kvamme. *See Secaur Dec.* at ¶4. Consequently, ORP was willing to take a chance with a friend and supporter who had the best interests of the ORP in mind.

The FactGem plan was to collect data from publicly available sources, convert that data into voter lists, and then use those voter lists to make phone calls and turn out voters on election

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day. This effort by FactGem was informally referred to as "Project Ruby." *See Secaur Dec.* at ¶5. Unfortunately, Project Ruby never worked as planned.

FactGem could never be used as envisioned because FactGem never provided usable software to the ORP. The funds provided by ORP did not result in a software program that could be used effectively by the ORP. It did not work as planned. *See Secaur Dec.* at ¶6.

The ORP entered into its contract with FactGem on November 1, 2013 and provided various voter lists to FactGem on or about that date. Those lists included lists for the GOP Data Center, the State Voter File, voter records, information from the White Pages, public records from individuals who secured hunting and fishing licenses in Ohio, and other similar, publicly available records. FactGem then planned to compile this data into a format that, as described in Exhibit A to the Complaint, would allow FactGem and the ORP to "sort massive amounts of information on millions of Ohio voters in a searchable database, determine which undecided or unlikely voters can be 'moved' to support Republicans based on that information, decide how to allocate resources to move those voters, and track them to make sure they vote." *See Ex. A to Complaint; see also Secaur Dec.* at ¶7. This grand plan, however, never came to fruition. Instead, ORP ended up paying for what amounted to a voter list based on data from its own sources or otherwise public information and for software that never functioned as intended.

II. ORP Enters Into Its Agreement with FactGem Before the Federal Election Activity Period Starts

ORP purchased the newly compiled voter list on or about November 1, 2013 when it entered into an agreement with FactGem to begin the construction of the software project. *See Subscription Agreement*, attached hereto as Exhibit B. As explained above, the voter list was only one part of the project; however, the voter list was essentially the only deliverable provided

to ORP. Given that the deliverable was only a voter list, it is important to note that the contract was signed outside the Federal Election Activity (“FEA”) period which did not begin until February 4, 2014. *See* Federal Election Commission, Factual and Legal Analysis, at 6, n.25. Moreover, as the contract explains, “FactGem has agreed to allow Customer to defer all monthly Plan Fees until February 1, 2014 at which time all Plan Fees shall be due and payable in full.” *See* Ex. B, at 16. As Commission regulations make clear, “the date a voter list is acquired shall govern whether a state . . . party committee has obtained a voter list within the meaning of this section.” *See* 11 C.F.R. 24(a)(4). Consequently, “the purchase of any voter list before the FEA period begins may be made with an allocated mixture of Federal and non-Federal funds under 11 CFR 106.7.” A voter list acquired outside the FEA period can only be deemed FEA if it is enhanced by the state committee, “by verifying or adding information about the voters’ likelihood of voting in an upcoming election or their likelihood of voting for specific candidates.” *See id.* ORP made no such enhancements of the list compiled and purchased in November 2013 because working software was never provided. *See Secaur Dec.* at ¶8.

III. “Project Ruby” Is Never Deployed as Intended

By May 29, 2014, as reported by The Columbus Dispatch, the project was still “developing.” *See* Ex. A to Complaint. As is also clear from the article, the ORP budgeted nearly \$1 million for Project Ruby. So, by May 29, 2014, based on the article submitted as the basis for the complaint, ORP still had no working or usable software—just great aspirations for working and usable software. Thereafter, additional months passed by without FactGem providing a working product. Consequently, ORP pulled the plug on Project Ruby. This fact is supported by the filings attached to the Complaint—ORP spent just over half that money because

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FactGem could not get the project to work. *See Factual and Legal Analysis* at 2:13-3:3. When ORP determined FactGem could not provide what it needed, ORP made a decision not to pay any additional money and ended the project. *See Secaur Dec.* at ¶9.

Consequently, what appeared to be a cutting-edge data project that would revolutionize Republican politics abruptly became a well-intentioned, but ultimately unsuccessful and costly, venture. The break between ORP and FactGem was so abrupt, in fact, ORP today does not even have a copy of or access to any of the data delivered to FactGem. *See Secaur Dec.* at ¶10.

When Project Ruby was said and done, ORP had essentially subsidized the development of a software application that was never used for its intended purposes. ORP, therefore, never engaged in any Federal Election Activity because they never engaged in any “voter identification activity.” *See* 11 C.F.R. § 100.24(a)(4). Most importantly, ORP *could not have engaged* in voter identification activity because the software never worked as intended, and ORP, in fact, never enhanced the cumulative list purchased from FactGem by “verifying or adding information about the voters’ likelihood of voting in an upcoming election or their likelihood of voting for specific candidates” because the software never performed as intended. *See id.*; *see also Secaur Dec.* at ¶11. To put it simply, the FactGem project paid for by ORP was never used in any election.² *See Secaur Dec.* at ¶12. Consequently, ORP could not have engaged in any Federal Election Activity.

² ORP did use the Canvasser application which worked on mobile devices and was used to determine if an individual had voted on election day. *See Secaur Dec.* at ¶13. The app essentially functioned as a mobile checklist. An image of that application is available here: <https://appadvice.com/app/canvasser/793964633>. That application, however, is now available online for free download. *See* <https://canvasser-ios.soft112.com/>

As the article attached to the Complaint makes clear about Project Ruby, “[If] it works, it goes national.” A news search quickly reveals that no articles on Project Ruby appeared after the initial press referenced in the Complaint. No other state party adopted the platform. The ORP cut off funding halfway through the project. And, the ORP is now under new leadership. The project did not go national. It simply didn’t work.

Consequently, the Commission should find that ORP did not engage in Federal Election Activity. If the Commission determines some of the activity listed herein is Federal Election Activity, ORP would like to move towards conciliation.

IV. Responses and Answers to the Commission’s Questions

To assist the Commission in making its determination, we provide the following answers to the questions posed:

1. Did ORP expend funds for a voter identification or targeting effort, which may have been referred to as “Project Ruby,” at any time between January 1, 2014 and the present?

ANSWER: YES. ORP initiated a contract with FactGem for what was later referred to as “Project Ruby” in November 2013. All funds through January 2014 were to be paid in full by February 1, 2014. All invoices still in the possession of ORP for work performed by FactGem from 2014 to present are attached as Exhibit C.

2. Please explain how this voter identification or targeting effort, which may have been referred to as Project Ruby, was designed and implemented.
 - a. What types of data and information were used?

ANSWER: The data and information used was from the GOP Data Center, the State Voter File, voter records, information from the White Pages, public records from individuals who secured hunting and fishing licenses in Ohio, and other similar, publicly available records. Social media sources such as Twitter were supposed to be used as well.

b. How was that data or information obtained?

ANSWER: The information was either already in the possession of the ORP through its subscription to the GOP Data Center, publicly available, or available through open records requests under Ohio law.

c. Did ORP (including any of its employees or agents) have any involvement in creating this voter identification or targeting effort?

ANSWER: ORP employees participated in discussions involving the creation of the software. Otherwise, no ORP employees participated or had any involvement in the creation of the software. Because the software was ultimately not successful, no ORP employee or agent had any involvement in any voter identification or targeting effort involving Project Ruby.

3. How was the voter identification or targeting effort supposed to be used? How did it work?

ANSWER: Project Ruby was supposed to "sort massive amounts of information on millions of Ohio voters in a searchable database, determine which undecided or unlikely voters can be 'moved' to support Republicans based on that information, decide how to allocate resources to move those voters, and track them to make sure they vote." ORP cut off funding because the application did not work.

4. Was this voter identification or targeting effort intended for use in both federal and nonfederal elections?

ANSWER: Project Ruby was never deployed as described in the answer to question 3 above. As a general matter, however, Project Ruby was intended as a nationwide solution to be used in all elections around the country to help elect Republicans at the federal, state, and local levels. It did not deliver on its promise.

5. Please provide all documents and communications that relate to this voter identification or targeting effort, which may have been referred to as Project Ruby.

ANSWER: The leadership of ORP changed in January 2017, approximately one month before the filing of this Complaint. ORP has searched all paper records and server archives for any relevant documents. Staff searched for Project Ruby and then generally for information related to data programs, voter contact and identification, subscription services, and FactGem. The only documents in the system were the contract and invoices attached to this filing as Exhibits B and C.

6. Please identify every product that ORP purchased or licensed from FactGem with those disbursements, and indicate how much ORP paid for each product that it purchased or licensed. Specifically address whether some or all of these disbursements were for any voter identification or targeting effort, such as Project Ruby.

ANSWER: ORP purchased at least 6 services and products from FactGem. Specifically, ORP purchased:

1. 10 Sets of Ohio Data consisting of Voter Records, White Pages, Twitter, and seven additional data sets;
2. Unlimited Access to GoldMiner Application which provides the ability to query the FactGem Service database, visualize aggregate and detailed results and print reports (PDF format only);
3. Unlimited Access to Canvesser Application which provides functionality for creating and administering questionnaires;
4. Unlimited Storage;
5. Unlimited Reports;
6. Access for 1,000 users to the system.

All of these services were provided to ORP at a rate of \$50,000 per month, with additional possible fees. For example, FactGem billed ORP additional fees for a presentation that occurred on or about December 17, 2013.

7. Please indicate the allocation of funds used to purchase or license each product from FactGem, *i.e.*, what percentage of the funds were "nonfederal funds."

ANSWER: As identified in ORP's filings, 85% of the funds used to purchase the FactGem products were "nonfederal funds."

V. CONCLUSION

For the foregoing reasons, ORP believe this Complaint should be dismissed. If the Commission concludes otherwise, ORP would like to move quickly to resolve this matter through conciliation.

Sincerely,


Trevor M. Stanley

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EXHIBIT A

1004444001

**BEFORE THE
FEDERAL ELECTION COMMISSION**

Declaration of Rob Secaur

I, Rob Secaur, declare under penalty of perjury that the following is true and accurate.

1. I am the Executive Director of the Ohio Republican Party State Central & Executive Committee. My business address is 211 South Fifth Street, Columbus, Ohio, 43215. The statements in this declaration are based on my personal knowledge.
2. In 2013 and 2014, the ORP had one principal goal in mind—to convince voters in Ohio that Governor John R. Kasich should be reelected along with four other statewide candidates for Attorney General, Auditor of State, Secretary of State, and Treasurer of State. The Republican candidates prevailed in all five statewide, state constitutional elections. There were no statewide federal elections. The party also maintained significant majorities in the State House and the State Senate. It also held on to a majority in Congressional elections.
3. To help lay the groundwork for these state election victories, the ORP was willing to spend resources on new approaches. It was all-hands-on-deck for the team to create, support, and implement creative strategies to improve chances for the ORP's eventual success.
4. The ORP retained FactGem. FactGem was a vendor run by allies of both the ORP and Governor Kasich, Mark and Megan Kvamme.
5. The FactGem plan was to collect data from publicly available sources, convert that data into voter lists, and then use those voter lists to make phone calls and turn out voters on election day. This effort by FactGem was informally referred to as "Project Ruby."

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6. FactGem could never be used as envisioned because FactGem never provided usable software to the ORP. The funds provided by ORP did not result in a software program that could be used effectively by the ORP. It did not work as planned.
 7. FactGem then planned to compile this data into a format that, as described in Exhibit A to the Complaint, would allow FactGem and the ORP to “sort massive amounts of information on millions of Ohio voters in a searchable database, determine which undecided or unlikely voters can be ‘moved’ to support Republicans based on that information, decide how to allocate resources to move those voters, and track them to make sure they vote.” *See Ex. A to Complaint.*
 8. ORP made no enhancements of the list compiled and purchased in November 2013 because working software was never provided.
 9. When ORP determined FactGem could not provide what it needed, ORP made a decision not to pay any additional money and ended the project.
 10. ORP today does not even have a copy of or access to any of the data delivered to FactGem.
 11. ORP never enhanced the cumulative list purchased from FactGem by “verifying or adding information about the voters’ likelihood of voting in an upcoming election or their likelihood of voting for specific candidates” because the software never performed as intended.
 12. The FactGem project paid for by ORP was never used in any election.
 13. ORP did use the Canvasser application which worked on mobile devices for poll flushing activity to election day.

RESPONSES TO COMMISSION QUESTIONS

1. Did ORP expend funds for a voter identification or targeting effort, which may have been referred to as "Project Ruby," at any time between January 1, 2014 and the present?

ANSWER: YES. ORP initiated a contract with FactGem for what was later referred to as "Project Ruby" in November 2013. All funds through January 2014 were to be paid in full by February 1, 2014. All invoices still in the possession of ORP for work performed by FactGem from 2014 to present are attached as Exhibit B.

2. Please explain how this voter identification or targeting effort, which may have been referred to as Project Ruby, was designed and implemented.

- a. What types of data and information were used?

ANSWER: The data and information used was from the GOP Data Center, the State Voter File, voter records, information from the White Pages, public records from individuals who secured hunting and fishing licenses in Ohio, and other similar, publicly available records. Social media sources such as Twitter were supposed to be used as well.

- b. How was that data or information obtained?

ANSWER: The information was either already in the possession of the ORP through its subscription to the GOP Data Center, publicly available, or available through open records requests under Ohio law.

- c. Did ORP (including any of its employees or agents) have any involvement in creating this voter identification or targeting effort?

ANSWER: ORP employees participated in discussions involving the creation of the software. Otherwise, no ORP employees participated or had any involvement in the creation of the software. Because the software was ultimately not successful, no ORP employee or agent had any involvement in any voter identification or targeting effort involving Project Ruby.

3. How was the voter identification or targeting effort supposed to be used? How did it work?

ANSWER: Project Ruby was supposed to "sort massive amounts of information on millions of Ohio voters in a searchable database, determine which undecided or unlikely voters can be 'moved' to support Republicans based on that information, decide how to allocate resources to move those voters, and track them to make sure they vote." ORP cut off funding because the application did not work.

4. Was this voter identification or targeting effort intended for use in both federal and nonfederal elections?

ANSWER: Project Ruby was never deployed as described in the answer to question 3 above. As a general matter, however, Project Ruby was intended as a nationwide solution to be used in all elections around the country to help elect Republicans at the federal, state, and local levels. It did not deliver on its promise.

5. Please provide all documents and communications that relate to this voter identification or targeting effort, which may have been referred to as Project Ruby.

ANSWER: The leadership of ORP changed in January 2017, approximately one month before the filing of this Complaint. ORP has searched all paper records and server archives for any relevant documents. Staff searched for Project Ruby and then generally for information related to data programs, voter contact and identification, subscription services, and FactGem. The only documents in the system were the contract and invoices attached to this filing.

6. Please identify every product that ORP purchased or licensed from FactGem with those disbursements, and indicate how much ORP paid for each product that it purchased or licensed. Specifically address whether some or all of these disbursements were for any voter identification or targeting effort, such as Project Ruby.

ANSWER: ORP purchased at least 6 services and products from FactGem:


1. 10 Sets of Ohio Data consisting of Voter Records, White Pages, Twitter, and seven additional data sets;
2. Unlimited Access to GoldMiner Application which provides the ability to query the FactGem Service database, visualize aggregate and detailed results and print reports (PDF format only);
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5. Unlimited Reports;
6. Access for 1,000 users to the system.

All of these services were provided to ORP at a rate of \$50,000 per month, with additional possible fees. For example, FactGem billed ORP additional fees for a presentation that occurred on or about December 17, 2013.

7. Please indicate the allocation of funds used to purchase or license each product from FactGem, *i.e.*, what percentage of the funds were "nonfederal funds."

ANSWER: As identified in ORP's filings, 85% of the funds used to purchase the FactGem products were "nonfederal funds."

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

By: 
Rob Secaur
Executive Director
Ohio Republican Party State
Central and Executive Committee

Date: April 16, 2019

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EXHIBIT B

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SUBSCRIPTION AGREEMENT

EFFECTIVE DATE:

Name: ohio republican party
Address: 211 South 5th St Columbus, OH 43215
Contact Name: matt berges, chairman
Title: chairman

1 november 2013

AGREEMENT: This Subscription Agreement ("Agreement") is made and entered into as of the Effective Date set forth above by and between FactGem LLC, a limited liability company ("FactGem"), and the party identified above ("Customer"). Pursuant to this Agreement, Customer will be provided a subscription to certain Services as set forth in this Agreement and any schedules thereto agreed to by FactGem and Customer.

SCHEDULES:

- A. Services, Fee Schedule and User Count
- B. Customer Committed Submitted Data
- C. Sublicense Agreement

SIGNATURES:

By signing this Agreement, the undersigned certify that they have read and understand, and agree to be legally bound by, this Agreement.

CUSTOMER

FactGem LLC

By: [Signature]

By: [Signature]

Name: Matthew J. Berges

Name: Megan Kvamme

Title: Chairman

Title: CEO

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS. The following are definitions applying to this Agreement. Additional definitions applying solely to a particular Schedule to this Agreement will be set forth in that Schedule.

1.1 "Affiliate" means with respect to a Party, any corporation or other entity that controls, is controlled by, or is under common control with, a Party.

1.2 "Canvasser Application" means FactGem's proprietary Software application used to create and administer questionnaires.

1.3 "Canvasser Data" means all data obtained from use of the Canvasser Application.

1.4 "Confidential Information" means:

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(i) With regard to FactGem, all FactGem Information, Software, inventions, know-how, ideas, programs, apparatus programs, and Intellectual Property Rights related to, connected with or arising out of the Services;

(ii) With regard to Customer, Customer Information, and any non-public information regarding the business or business partners of Customer, in whole and in part; and

(iii) With regard to either Party, the terms, conditions, pricing and other contents of this Agreement, any other information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, software code, software documentation, developments, inventions, lists, trade secrets, data compilations, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

Notwithstanding the foregoing, Confidential Information does not include Submitted Data or information, data or know-how which:

(i) Is in the public domain at the time of the disclosure or becomes available to the public thereafter without restriction, and not as a result of the act or omission of the receiving Party;

(ii) Is rightfully obtained by the receiving Party from a third party without restriction as to disclosure;

(iii) Is lawfully in the possession of the receiving Party at the time of the disclosure;

(iv) Is approved for release by written authorization of the disclosing Party;

(v) Is developed independently and separately by the receiving Party without use of the disclosing Party's Confidential Information; or

(vi) Is required to be disclosed by the receiving Party pursuant to law or legally enforceable order of court or judicial body.

1.5 "Enhanced State Voter File" means enhancements made to State Voter File due to Customer's use of the System and the Canvasser Application.

1.6 "Fees" means all fees payable by Customer to FactGem pursuant to this Agreement.

1.7 "Force Majeure" means events or conditions beyond a Party's reasonable control, including, without limitation, acts of common enemy, earthquakes, floods, fires, epidemics, terrorist attacks, embargoes, strike, fire, governmental acts or orders or restrictions, acts of God, lack of internet availability, inability to secure products or services from third parties, or any other reason where failure to perform is not caused by the negligence of the nonperforming Party.

1.8 "Information" means any technical, or business information in written, graphical, oral, or other tangible or intangible forms, including but not limited to specifications, drawings, tools, samples, reports, compilations, records, data, computer programs, drawings, models, and secrets.

1.9 "Intellectual Property Rights" means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, moral rights, know-how and any other similar rights or intangible assets recognized under any applicable laws or international conventions or treaties, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.

1.10 "Party" or "Parties" means, either individually or collectively, as the case may be, FactGem and Customer and any and all permitted successors and assigns.

1.11 "Services" means the hosted subscription services provided by FactGem to Customer pursuant to this Agreement and as described in the Schedule A attached hereto, including any successor or replacement services offering the same or more functionality than its predecessor.

1.12 "Software" means the proprietary computer software programs utilized or provided by FactGem in the delivery of Services.

1.13 "Service Data" means all data Customer obtains from FactGem from the use of the Services. Service Data does not include Canvasser Data.

1.14 "State Voter File" means the data provided to Customer by the Republican National Committee ("RNC") pursuant to the GOP Data Center Access Agreement ("Data Center Agreement") between Customer and RNC.

1.15 "Submitted Data" means any mutually approval set of data or information provided to or disclosed, whether directly or indirectly, to FactGem in connection with Customer's use of the Services. The Submitted Data shall include the State Voter File.

1.16 "User" means a single person authorized by Customer to access and use the Services. The number of Users authorized under this Agreement is set forth on Schedule A.

2. LIMITED SUBSCRIPTION TO SERVICES / TRAINING / SUPPORT

2.1 Use and Restrictions.

(i) Use of Service. Subject to payment of the applicable Fees and Customer's compliance with the terms of this Agreement, FactGem hereby agrees to make the Services available to Customer through a monthly, limited subscription. Customer and each User of the Services may use the Services and Service Data solely for Customer's and/or User's political and non-commercial purposes. FactGem recognizes that Customer is a political party and will use Services for purposes or activities that are ordinary or customary for a political party, may become ordinary or customary for a political party, or are reasonably related to the current or future ordinary or customary purposes or activities of a political party.

(ii) Restrictions on Use of Service. Customer and each User shall not, directly or indirectly:

- a) make any copies of all or any portion of the Software or the Services;

b) except as otherwise provided herein, sell, sublicense, distribute, rent, lease or assign this Agreement, the Services, the Software, the Service Data or the Canvasser Data to any other person or entity. Customer shall be entitled to sublicense to third party vendors the right to access the Services and Service Data solely for the purpose of providing services to Customer, and for no other purpose, on the condition that such third party vendor is approved in advance in writing by FactGem and such vendor executes the sublicense agreement attached hereto as Schedule C;

c) modify, reverse engineer, decompile, disassemble, translate, alter or create derivative works based on the Services or the Software;

d) except as otherwise provided herein, knowingly, after due inquiry, permit any non-Customer or other third party to use the Services; Customer shall not have a duty to affirmatively police the unauthorized access to FactGem's system by third parties, but shall exercise commercially reasonable efforts to maintain the security of Customer's hardware and access to passwords issues to Customer by FactGem.

e) create Internet "deep links" to or from the Services, or "frame" or "mirror" any content forming part of the Services, other than on Customer's own intranets or otherwise for its own internal business purposes;

f) send spam or other duplicative or unsolicited messages in violation of applicable laws;

g) to the best knowledge of Customer after due inquiry, send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;

h) to the best knowledge of Customer after due inquiry, send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

i) to the best knowledge of Customer after due inquiry, interfere with or disrupt the integrity or perform of the Services or the data contained therein;

j) to the best knowledge of Customer after due inquiry, attempt to gain unauthorized access to the Services or its related systems or networks;

k) to the best knowledge of Customer after due inquiry, access, or allow access to, the Services in order to (1) build, or assist a third party in building, a competitive product or service, (2) build, or assist a third party in building, a product or service using similar ideas, features, functions or graphics of the Service, or (3) copy, or assist a third party in copying, any ideas, features, functions or graphics of the Service;

l) Except as otherwise stated in subsection (m) below, Customer agrees that its purchase of the subscription described herein is not contingent upon any future functionality or features not presently available or expressly stated in this Agreement;

m) Customer and FactGem expressly and affirmatively agree that certain data and access to data and other information, the basis of which comprises Submitted Data, is contingent upon a signed Data Center Access Agreement to be duly executed by Customer and the RNC on or before the current Data Center Agreement's expiration on December 31, 2013. A future executed Data Center Agreement or future successor thereto may change, restrict, or otherwise modify Customer's ability to provide Submitted Data. Upon such contingency, the parties shall agree to modify or terminate this Agreement and any and all parts and sections included within to reflect Customer's ongoing restrictions and/or obligations under any future Data Center Agreement.

n) Customer and each User shall not interfere or attempt to interfere in any manner with the Services, Software and the Service Data. Customer and each User shall not use the Services or Service Data to advertise, sell or exchange any products or services relating to illegal or illicit activities, including, without limitation, sexual products or services, drug products or services, pornographic materials, weapons or involving credit repair services;

o) All marketing communications used in connection with any list created by or for Customer or User derived from the Service Data or Canvasser Data shall (1) be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address; (2) comply with all applicable federal and state laws, rules and regulations; and (3) comply with all applicable privacy policies, ethical use and Information Practices published by the Direct Marketing Association ("DMA"); and

p) Neither Customer nor User may use the Service Data, in whole or in part, in the development of (1) any application that is outside the scope of this Agreement or (2) any data products or services to be provided by third parties. FactGem is obligated to comply with certain restrictions and requirements placed upon the use of the Service Data and Canvasser Data by the relevant data supplies or licensors and Customer and each User shall strictly comply with all restrictions and requirements now or hereafter imposed upon FactGem and made known to Customer in writing.

2.2 User IDs and Passwords. As part of the subscription, FactGem shall provide to Customer one or more user IDs and passcodes or other secured means to access the Services, as applicable. Customer is responsible for maintaining the confidentiality of its user ID and passcode and will be solely liable for all activities that occur under Customer's user ID. Customer shall immediately notify FactGem of any unauthorized use of Customer's user ID and change any affected passcode. Customer agrees to access the Services in a secure manner in compliance with FactGem's reasonable standards established from time to time, which currently require, to the extent applicable, Customer's use of web browsers utilizing 128 bit SSL encryption.

2.3 Access to System. Customer is responsible for obtaining and maintaining at its expense all necessary hardware, software, modems, internet connections and other items necessary for Customers and each User to access and use the System.

2.4 Users. The number of Users Customer may grant access to the System is set forth in Schedule A. Any third party User of Customer must agree to the terms of this Agreement in writing before

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Customer establishes an account for any User and provides the User with access to the System. Customer agrees that it is solely responsible for the selection of Users that Customer will allow to access, use and benefit from the Services. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services and Service Data; and shall promptly notify FactGem of any such unauthorized access or use of which it becomes aware. Notwithstanding such efforts and notice, Customer is responsible and liable for the acts and omission of all Users as well as those of Customer in connection with this Agreement. Any failure by a User to comply with the terms and conditions applicable to Customer herein shall constitute a breach hereof by User, giving rise to such remedies as are herein provided to FactGem. FactGem reserves the right to require a list of all original and any additional user names, addresses, telephone numbers and contact personnel.

2.5 Compliance.

(i) Compliance with Fair Credit Reporting Act. FactGem is not a consumer-reporting agency ("Consumer Reporting Agency") as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA") and the Services and Service Data do not constitute "Consumer Reports" as that term is defined in the FCRA. Customer agrees not to use or provide the Service Data for any purposes enumerated in the FCRA in lieu of obtaining a Consumer Report. Specifically, Customer agrees not to use or provide the Service Data, or authorize anyone else to use or provide the Service Data, for the following purposes: (i) in connection with establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes, or in connection with assessing risks associated with existing credit obligations of a customer; (ii) for the purpose of evaluating a consumer for employment, promotion, reassignment or retention as an employee; (iii) for any tenancy verification or in connection with any application to rent real property; (iv) in connection with a determination of a consumer's eligibility for a license or other benefit that depends on an applicant's financial responsibility or status; (v) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with an existing credit obligation; (vi) in connection with any information, service or product sold or delivered to a "Consumer" (as defined in the FCRA) that constitutes or is derived in substantial part from a Consumer Report; ((vii) for any other purpose covered under the FCRA; or (viii) for the preparation of a Consumer Report or in such a manner that may cause such data to be characterized as a Consumer Report. Customer agree not to take any "Adverse Action" (as that term is defined in the FCRA), which is based in whole or in part on Services or Service Data, against any Consumer.

(ii) Customer acknowledges that the receipt, viewing and use of any Canvasser Data and Service Data may be restricted by the laws and regulations of the State of Ohio.

Customer will certify in writing, upon reasonable request by FactGem, that all use of Software, Service, Service Data and Canvasser Data is in compliance with the terms of this Agreement, indicating the number of Users Customer has granted rights to access and use the System. Customer grants FactGem, or an agent selected by FactGem, the right to perform a reasonable audit of Customer's compliance with this Agreement during normal business hours. You agree to cooperate and provide FactGem with all records reasonably related to your compliance with this Agreement. If, as a result of the audit, a deficiency of greater than five percent (5%) is found in the fees paid, then you shall bear the total cost of the audit, in addition to any other liabilities you may have.

2.6 Privacy Policy. If Customer collects information from third parties through online methods, Customer shall post and maintain a privacy policy consistent with Customer's use of the services, that complies with applicable law and sufficiently discloses how Customer collects and shares such data with others. Customer should consult an attorney if unsure how to disclose this information in a legal and appropriate manner.

2.7 Consumer Inquiries. Customer shall be responsible for accepting and responding to any communication initiated by a consumer ("Consumer Inquiries") arising out of Customer's use of the Service Data or Canvasser Data. Customer agrees to provide "in house" suppression to consumers upon request by a consumer from future marketing initiatives by Customer and Customer agrees to honor any such request by suppressing such consumer information from Customer's marketing solicitations. No reference to FactGem or other data owners in written or oral communications to a consumer or in scripts used by Customer in responding to Consumer Inquiries shall be made without FactGem's and the applicable data owner's prior written approval.

2.8 Training. FactGem shall provide one (1) day (not longer than eight [8] consecutive hours) of initial training users at Customer's headquarters. Customer shall be responsible for the cost of any training for additional users at FactGem's then prevailing rate plus any travel and other related expenses. FactGem shall provide training for new services and new major Service applications within course of this agreement at no additional cost to Customer.

2.9 Support. FactGem provides the paid support services set forth on Schedule A. Should Customer choose to subscribe to support services, FactGem shall provide telephone or e-mail support relating to functional and technical issues from 9:00 a.m. to 5:00 p.m., Eastern Standard Time. After hours support identified as being urgent will be responded to as soon as reasonably possible, but not later than the next business day. After hours support requests responded to after hours will be billed at twice FactGem's then prevailing rate.

2.10 Consulting Services. Consulting services are available upon request at FactGem's then prevailing rate. Consulting services include service in excess of the initial training and support services provided to Customer hereunder, on-site services, providing any customized service to Customer and exporting Submitted Data after the Term of this Agreement. Customer shall be responsible for all travel and expenses for any on-site services specifically requested of FactGem by Customer.

3. SCOPE, AVAILABILITY AND MODIFICATIONS

Availability of Services. Notwithstanding anything to the contrary stated herein, Customer acknowledges and agrees that the availability of the Services is subject to the availability of connection services to and within the Internet and to other network functions within and around the Internet and that the Internet, by its nature, is not fault-tolerant, as well as events of Force Majeure; and FactGem shall not have any liability for any breach of any representation, warranty or covenant of this Agreement that arises out of or relates to the unavailability of such connection services and other network functions. In addition, Customer understands and agrees that the availability of the Services is subject to planned and emergency downtime to address maintenance, security and other issues, and that FactGem shall not have any liability for any claim that arises out of or related to such unavailability not within the reasonable control of FactGem. FactGem agrees to provide advanced

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notice Customer of scheduled Service interruptions that may impact availability of Service.

3.1 Modification of Services. Customer understands and agrees that FactGem may unilaterally modify the Services, their names, or the manner in which the Services are made available, and that those modifications may create differences in how Customer accesses the Services. Customer further understands and agrees that, upon reasonable advance written notice to Customer, FactGem reserves the right to replace any of the Services with services offering the same or more functionality than its predecessor.

4. PAYMENT

4.1 Payment Terms; Suspension of Subscription. During the term of this Agreement, Customer agrees to compensate FactGem for Services as set forth in Schedule A attached hereto. Unless otherwise noted in Schedule A, FactGem shall send invoices to Customer and all amounts due FactGem shall be paid within thirty (30) days of the invoice date. Any amounts due under this Agreement not received by FactGem by the due date shall be subject to a service charge of one and one-half percent (1½%) per month, or the maximum charge permitted by law, whichever is less. If Customer's account is more than thirty (30) days or more overdue, then in addition to any other remedy FactGem has available to it in law or in equity, FactGem reserves the right to suspend the subscription and Customer's access to the Services, without liability to Customer, and without notice to Customer, until such amounts are paid in full. The foregoing shall not apply to amounts, if any, that are the subject of a good faith dispute between Customer and FactGem.

5. PROPRIETARY RIGHTS

5.1 Title to Technology. All Intellectual Property Rights pertaining to FactGem, the Software, the Services and the Service Data, in whole or in part, shall be, vest with and remain the exclusive property of FactGem and its third party licensors.

5.2 Title to Submitted Data. Customer shall own or control the Submitted Data. Upon the termination of this Agreement, excluding only Submitted Data that is not State Voter File or Enhanced State Voter File information, FactGem shall export all Submitted Data and deliver it to Customer and shall not maintain any of the Submitted Data on the Service.

5.3 Title to Submitted Data and Canvasser Data. In full or partial consideration for FactGem providing the Services and the Service Data to Customer, FactGem may shall have the perpetual right to maintain, access, and use the Canvasser Data that is not also Enhanced State Voter File information and the Submitted Data that is not also State Voter File information.

6. CONFIDENTIALITY

6.1 Nondisclosure of Confidential Information. Each Party shall retain the other Party's Confidential Information in the strictest confidence and shall not disclose such Confidential Information to any third party. Each Party agrees: (i) to use the Confidential Information only for the purposes of this Agreement; (ii) not to make copies of or store Confidential Information or any part thereof except as expressly permitted by this Agreement; (iii) to reproduce and maintain on any copies of any Confidential Information, such proprietary legends or notices (whether of disclosing Party or a third party) as are contained in or on the original or as the disclosing Party may otherwise reasonably

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request in writing; and (iv) to treat this Agreement as Confidential Information. The receiving Party shall notify the disclosing Party in writing of any known unauthorized use, possession or disclosure of Confidential Information of the disclosing Party. The disclosing Party shall have the sole right (but shall be under no obligation) to take legal or other action against any third party with respect to any such unauthorized use, possession or disclosure of Confidential Information of the disclosing Party, and the receiving Party shall cooperate with Licensor in such effort.

6.2 Disclosures to Governmental Entities. If the receiving Party becomes legally obligated to disclose Confidential Information by any governmental entity with jurisdiction over it pursuant to law or as a result of court order, subpoena or similar legal action ("Process"), the receiving Party will give the disclosing Party written notice as promptly as possible, with the intention that it be sufficient to allow the disclosing Party to seek a protective order or other appropriate remedy. The receiving Party will cooperate with the disclosing Party's efforts to quash, modify or challenge the required disclosure. In the event that such disclosure is required, the receiving Party will disclose only such information as is legally required and only to the extent necessary to comply with the Process. Nothing in this section shall impair the right of either party to disclose information necessary, in the sole judgment of the Party or the Party's affiliate, to comply with securities laws or public trading reporting obligations under laws of the United States or any state in the Union.

6.3 Remedies. The Parties agree that, notwithstanding any other section of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to preliminary and permanent injunctive relief, as well as money damages. Nothing stated herein shall be construed to limit any other remedies available to the Parties.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall become effective on the Effective Date and shall continue in force through November 15, 2014.

7.2 Voluntary Termination. Either party may terminate this Agreement by providing the other party with sixty (60) days written notice.

7.3 Immediate Termination or Suspension. FactGem may immediately, upon reasonable cause and belief, suspend Customer's access to the Services and/or terminate this Agreement, in the event it suspects or reasonably believes that Customer is violating applicable law, rules or regulations or is otherwise in breach of this Agreement. Prior to suspending Customer's access to Services, FactGem shall provide Customer with advance notice whenever reasonably possible and seek to confirm the accuracy of any information upon which FactGem relies in determining that suspension is necessary, FactGem shall work diligently with Customer to resolve any issues and re-instate Customer's access where possible.

7.4 Termination for Cause. FactGem may, by written notice to Customer, terminate this Agreement if any of the events described under (i), (ii), (iii) or (iv) below occurs, and Customer may, by written notice to FactGem, terminate this Agreement if either of the events described under (iii) or (iv) below occurs (in each case, "Cause"). In the event FactGem terminates this Agreement for Cause, the Customer will forfeit any pre-paid Fees paid to FactGem.

- (i) Customer fails to pay any amount due to FactGem within ten (10) days after FactGem

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gives Customer written notice of such non-payment;

(ii) Customer or any User fails to comply with any law, rule or regulation applicable to the provision of Services or the use of the Service Data or Canvasser Data; or

(iii) A Party is in breach of any material term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after the non-breaching Party gives the breaching Party written notice of such breach; or

(iv) The other Party (a) terminates or suspends its business activities, (b) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (c) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes which is not rescinded within sixty (60) days.

7.5 Acceleration of Payments. In the event Customer is in default in making any payment to FactGem when due, FactGem may suspend Customer's access to, and FactGem's performance of, the Services until Customer has cured such default and made the required payments, and arrangements have been made reasonably satisfactory to FactGem that ensure the payment of future invoices. At FactGem's sole option, at any time Customer is in default of any payment due under this Agreement, and regardless of whether FactGem terminates this Agreement for Cause, FactGem shall have the right to declare all amounts payable hereunder, under Schedule A, and including, without limitation, all costs, expenses, interest charges and fees, to be immediately due and payable without notice to Customer and FactGem shall have all remedies available to it at law or in equity for collection of such amounts payable. FactGem's failure to exercise such option to accelerate shall not constitute a waiver of such right to accelerate at any subsequent time or waive any future right to accelerate. In addition, Customer agrees that if it is in default, and regardless of whether FactGem terminates this Agreement for Cause, damages will be difficult to ascertain such that FactGem shall be entitled to: (i) all amounts due and owing under all uncompleted Services hereunder, and; (ii) all amounts which would have become due hereunder had this Agreement continued for the entire Initial Term or any Renewal Term, as applicable.

7.6 Return Of Materials. Upon termination of this Agreement consistent with the terms herein, FactGem may immediately discontinue Customer's access and use of the Services. Customer shall promptly discontinue use of any Services, and return any Software and Confidential Information that Customer has received from FactGem. FactGem shall deliver to Customer all Submitted Data and Canvasser Data.

7.7 Effect of Termination. Notwithstanding any termination of this Agreement, Section 6 ("Confidentiality") shall survive for a period of five (5) years, Section 10.3 ("Employee Solicitation") shall survive for a period of one (1) year, while Sections 5 ("Proprietary Rights"), 7.4 ("Acceleration of Payments"), 8 ("Disclaimer; Limitation of Liability"), 9 ("Indemnification") and 10.5 ("Governing Law and Enforcement of Agreement") shall survive termination of this Agreement indefinitely. All other rights granted hereunder will cease upon termination.

8. DISCLAIMER; LIMITATION OF LIABILITY

8.1 Disclaimer. TO THE MAXIMUM EXTENT ALLOWED BY LAW AND EXCEPT AS

UNAMBIGUOUSLY AND EXPRESSLY SET FORTH IN THIS AGREEMENT AND ANY SCHEDULE THERETO FORMING A PART OF THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND FACTGEM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES CONNECTED WITH, RELATED TO OR ARISING OUT OF THIS AGREEMENT. EXCEPT AS OTHERWISE SET FORTH HEREIN, FACTGEM EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ACCESS OR USE OF THE SERVICES WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED, OR THAT INFORMATION OR CONTENT, INCLUDING BUT NOT LIMITED TO THE SERVICE DATA, AND/OR CANVASSER DATA WILL BE ACCURATE OR TIMELY.

8.2 Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED BY LAW, AND EXCEPT WHERE SPECIFICALLY EXCLUDED UNDER THE TERMS OF THIS AGREEMENT, IN NO EVENT WILL THE PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGIES OR SERVICES, COST OF COVER OR PUNITIVE OR EXEMPLARY, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF ISSUER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, NEITHER PART WILL BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SERVICES OR DISCONTINUANCE THEREOF. THE PARTIES LIABILITY UNDER THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT WHETHER FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO FACTGEM PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE BREACH OR DAMAGE.

9. INDEMNIFICATION

9.1 By FactGem. FactGem shall indemnify, defend, and agree to hold harmless Customer and its affiliates, and their directors, shareholders, members, agents, and employees from and against any fine, penalty, costs, losses, liabilities and expenses (including reasonable attorney fees) arising out of or relating to (a) the Customer's use of the Services and Services Data as permitted under this Agreement; (b) FactGem's negligence or willful/intentional misconduct, or (c) any action or inaction of FactGem, or those under FactGem's control, that causes Customer to breach or otherwise incur liability under the laws, regulations, or regulations applicable to this Agreement. FactGem further agrees to defend or, at its option, to settle, any claim brought against Customer for infringement of any currently existing United States copyright, trade secret or trademark by the Services as delivered, and to indemnify Customer against all damages and costs assessed against Customer under any such claim or action. In addition, FactGem may, at its sole option and expense, either: (a) procure for Customer the right to use the infringing Services; (b) replace the infringing Services with non-infringing, functionally equivalent services; (c) modify the infringing Services so that they are not infringing; or if (a), (b), and (c) are not commercially feasible, then (d) will cease to provide the infringing Services, pay as liquidated damages an amount equal to any Fees covering any period of time during which such infringing

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211 South Fifth Street
Columbus, OH 43215

Notice to FactGem:

FactGem LLC
300 West Spring Street, #1901
Columbus, Ohio 43215
Attention: Megan Kyamme

With a copy to:

Weintraub Tobin
9665 Wilshire Blvd., 9th Fl.
Beverly Hills, CA 90212
Attention: Scott Hervey

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Either Party may change its address for notice by notice to the other Party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to a nationally recognized overnight or two (2) days air courier service.

10.2 Representations.

(i) By Each Party. Each Party represents and warrants that: (i) It is duly organized, validly existing and in good standing under the laws of its state of domicile; (ii) It has the power and authority to execute, deliver and perform under this Agreement; and (iii) This Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

(ii) By Customer. Except as otherwise provide in Section 2.1(ii)(m) and any related provision herein, Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement; (b) Customer has certain rights to the Submitted Data and/or has certain rights regarding the use of Submitted Data, (c) Customer has and maintains an information security program that contains administrative, technical, and physical safeguards that are appropriate to its size and complexity, the nature and scope of its activities, and the sensitivity of any customer information at issue.

10.3 Employee Solicitation. The Parties acknowledges that each Party's business/organization is dependent upon being able to adequately staff projects with qualified persons and adequately utilize its employees and independent contractors. Neither Party shall, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of the other Party's employees or independent contractors to leave the employ or service of either Party or hire an employee of the other Party, during the period such employee or independent contractor is working for either Party and for one (1) year immediately following the period for which such employee or independent contractor last performed services for either Party.

10.4 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, whether voluntarily or by operation of law, except that either party may assign this Agreement in connection with a sale of its assets, merger or consolidation or other transaction commonly known as a business combination. Subject to the

foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Notwithstanding anything to the contrary, FactGem shall have the right to subcontract any of its obligations hereunder to third parties, provided that FactGem shall remain primarily responsible for the performance of any such obligations.

10.5 Governing Law and Enforcement of Agreement. This Agreement shall be governed in accordance with the laws of the State of Ohio, without reference to conflict of laws principles. The Parties consent and submit exclusively to the jurisdiction and service of process of the courts of the State of Ohio or the courts of the United States located in Franklin County, Ohio.

10.6 Independent Contractors. The relationship of FactGem and Customer established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed or implied to give either Party the power to direct or control the day-to-day activities of the other or constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

10.7 Publicity. The Parties agree that any press release, public announcement, confirmation or other information regarding this Agreement or the transactions contemplated hereby shall be made only after each Party has approved in writing the time, form and content of any such information to be disseminated to third parties or the public. Customer acknowledges that FactGem may desire to use Customer's name in Customer listings, on its web site, in a Customer profile, and in future press releases, product brochures and financial reports indicating that Customer is a customer of FactGem and Customer agrees that FactGem may use its name in such a manner and in accordance with FactGem's then current marketing policies and programs, subject to prior approval by Customer. Nothing in this section shall impair the right of either party to disclose information necessary, in the sole judgment of the Party or the Party's affiliate, to comply with securities laws or public trading reporting obligations under laws of the United States or any state in the Union.

10.8 Miscellaneous. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction: (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be deemed to be a waiver of the right of either Party thereafter to enforce any such provisions. No waiver, amendment or variation to this Agreement shall be valid unless in writing and signed by both Parties. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by Force Majeure. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement. Section and Schedule headings are for ease of reference only and do not form part of this Agreement. This is an integrated Agreement and all exhibits, schedules and attachments hereto and incorporated herein constitute the entire, final, complete and exclusive agreement between the Parties and supersede all previous agreements, intentions, or representations, oral or written, relating to this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party. Both Parties acknowledge having read the terms and conditions set forth in this Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby. No employee, agent, representative, or affiliate of FactGem has authority to bind FactGem to any oral representations

or warranty concerning the Software or the Services. Any written representation or warranty not expressly contained in this Agreement (including any Schedules) will not be enforceable.

10.9 No Third Party Beneficiaries. No parties, entities, or persons other than the Parties hereto may rely on or derive any rights pursuant to or under this Agreement.

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SCHEDULE A

SERVICES, FEE SCHEDULE AND USER COUNT

Services and User Count

- 10 Data Sets – Ohio Only
 - Data Sets consist of: (i) Voter Records; (ii) White Pages; (iii) Twitter; and seven additional mutually approved data sets.
- Unlimited Access to GoldMiner Application.
 - GoldMiner application provides the ability to query the FactGem Service database, visualize aggregate and detailed results and print reports (PDF format only).
- Unlimited Access to Canvesser Application.
 - Canvesser application provides functionality for creating and administering questionnaires.
- Unlimited Storage.
- Unlimited Reports.
- User Count: One thousand (1,000) Users. Additional Users at \$1,000 per additional User.

Plan Fees

Standard - \$.01 per individual within the applicable jurisdictional territory based on the last US Census report.

Discounted - \$50,000/mo.

Support Desk - 50 hours \$7,500.

Additional Users - \$1,000 per.

FactGem has agreed to allow Customer to defer all monthly Plan Fees until February 1, 2014 at which time all Plan Fees shall be due and payable in full.

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SCHEDULE C
SUBLICENSE AGREEMENT

This Sublicense Agreement is made effective as of this _____ the day of _____, 20____, (the "Effective Date)" by _____, a _____ having a place of business at _____ ("Sub-Licensee"), and _____ ("Customer") and FactGem LLC ("FactGem").

BACKGROUND

A. FactGem and Customer entered into a subscription agreement on _____, (the "Subscription Agreement") entitling Customer to access and use a hosted subscription service provided by FactGem (the "Services") which included, among other things, the ability to query the FactGem Service database and, in response to such queries, obtain data from the Services (the "Services Data").

B. In the Subscription Agreement FactGem and Customer agreed to the conditions under which Customer could sublicense the right to access to the Services and Service Data solely for the purpose of providing services to Customer, and for no other purpose.

The Parties therefore agree as follows:

AGREEMENT

1. LICENSE

1.1. **LICENSE.** The undersigned wishes to access to the Services and Service Data solely for the purpose of providing services to Customer, and agrees to be bound by the terms and conditions of the attached Subscription Agreement between FactGem and Customer, pursuant to the provisions relating thereto, and to abide by all the terms and conditions of the Subscription Agreement.

1.2. **TERMS.** All terms used herein shall have the meaning ascribed in the Subscription Agreement.

2. INDEMNIFICATION Sub-Licensee shall indemnify FactGem and its successors and assigns and its officers, directors, employees, subcontractors, consultants, representatives and agents, from and against any and all losses, damages, injuries (including death), causes of action, claims, penalties, interest, additional taxes, demands and expenses, including reasonable legal fees and expenses, of any kind or nature arising out or on account of, or resulting from, any claim or allegation relating to its use of the Services and Services Data under this Agreement, (b) Sub-Licensee's negligence or willful/intentional misconduct, or (c) any action or inaction of Sub-Licensee, or those under Sub-Licensee's control, that causes FactGem to breach or incur liabilities under the laws, rules or regulations applicable to this engagement.

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IN WITNESS WHEREOF, the parties have executed this Sublicense Agreement as of the Effective Date.

Customer

(Sub-Licensee)

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

FactGem LLC

By: _____

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EXHIBIT C

EXHIBIT C



FACTGEM

330 West Spring St, Ste 260
Columbus, OH 43215

Invoice

Date	Invoice #
11/1/2013	1

Bill To
Chairman Matt Borges Ohio Republican Party 211 South 5th Street Columbus, OH 43215

Terms
Due on receipt

Quantity	Description	Rate	Amount
1	Subscription services for the month of November 2013	50,000.00	50,000.00
Please contact Christina Perry with questions at cfo@factgem.com or (216) 916-8429.		Total	\$50,000.00

Customer Total Balance	\$50,000.00
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Please remit check payable to:
FactGem LLC
2000 Auburn Drive Ste 330
Beachwood, OH 44122

Or via wire:
Bank Name: Key Bank N.A.
Account Number:
Routing Number

1010147440001



330 West Spring St, Ste 260
Columbus, OH 43215

Invoice

Date	Invoice #
1/1/2014	3

Bill To
Chairman Matt Borges Ohio Republican Party 211 South 5th Street Columbus, OH 43215

Terms
Due on receipt

Quantity	Description	Rate	Amount
	Subscription services for the month of January 2014	50,000.00	50,000.00
	Reimbursement for ORP Printing with ARC Imaging in preparation for the December 12, 2013 meeting.	2,097.00	2,097.00
Please contact Christina Perry with questions at cfo@factgem.com or (216) 916-8429.		Total	\$52,097.00

Customer Total Balance	\$152,097.00
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Please remit check payable to:
FactGem LLC
2000 Auburn Drive Ste 330
Beachwood, OH 44122

Or via wire:
Bank Name: Key Bank N.A.
Account Number:
Routing Number

010714714440001

ARC Imaging Resource
 4884 Duff Drive
 Cincinnati OH 45246
 (216) 281-1234 Ext. 0000

STATEMENT

Date	1/1/2014
Account	09014710
Payment Terms	CCA
Page	1

BILL TO:

BROWNING & ASSOCIATES, INC
 RICH FIDLER
 6077 FRANTZ ROAD
 SUITE 108
 DUBLIN OH 43017

Amount Paid: \$0.00

Last payment on 12/10/2013 for \$410.88

Document No.	Date	Code	Description	Amount	Balance
	7/1/2013	BBF		(\$25.41)	(\$25.41)
OHS90008417	12/17/2013	SLS	PRES BOARDS AND FACT GEMS	\$2,122.45	\$2,097.04
				Amount Due:	\$2,097.04

Please remit payment to:

ARC-Ohio
 3666 Carnegie Ave.
 Cleveland, OH 44115

<u>Current</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 - 120 Days</u>	<u>121 and Over</u>
\$2,122.45	\$0.00	\$0.00	\$0.00	(\$25.41)

- | | | | |
|--------|--------------------------|-------------------------|-------------------|
| Codes: | SLS = Sales / Invoices | FIN = Finance Charges | CR = Credit Memos |
| | SCH = Scheduled Payments | SVC = Service / Repairs | RTN = Returns |
| | DR = Debit Memos | WRN = Warranties | PMT = Payments |

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330 West Spring St, Ste 260
Columbus, OH 43215

Invoice

Date	Invoice #
2/3/2014	4

Bill To
Chairman Matt Borges Ohio Republican Party 211 South 5th Street Columbus, OH 43215

Terms
Due on receipt

Quantity	Description	Rate	Amount
1	Subscription services for the month of February 2014	50,000.00	50,000.00
Please contact Christina Perry with questions at cfo@factgem.com or (216) 916-8429.		Total	\$50,000.00

Customer Total Balance	\$152,097.00
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Please remit check payable to:
FactGem LLC
2000 Auburn Drive Ste 330
Beachwood, OH 44122

Or via wire:
Bank Name: Key Bank N.A.
Account Number: :
Routing Number

1604447488974



330 West Spring St, Ste 260
Columbus, OH 43215

Invoice

Date	Invoice #
3/3/2014	5

Bill To
Chairman Matt Borges Ohio Republican Party 211 South 5th Street Columbus, OH 43215

Terms
Due on receipt

Quantity	Description	Rate	Amount
1	Subscription services for the month of March 2014	50,000.00	50,000.00
Please contact Christina Perry with questions at cfp@factgem.com or (216) 916-8429.		Total	\$50,000.00

Customer Total Balance	\$202,097.00
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Please remit check payable to:
FactGem LLC
2000 Auburn Drive Ste 330
Beachwood, OH 44122

Or via wire:
Bank Name: Kev Bank N.A.
Account Number:
Routing Number

1000444000



FACTGEM

330 West Spring St, Ste 260
Columbus, OH 43215

Invoice

Date	Invoice #
4/1/2014	8

Bill To
Chairman Matt Borges Ohio Republican Party 211 South 5th Street Columbus, OH 43215

Terms
Due on receipt

Quantity	Description	Rate	Amount
1	Subscription services for the month of April 2014	50,000.00	50,000.00
Please contact Christina Perry with questions at cfo@factgem.com or (216) 916-8429.			Total \$50,000.00

Customer Total Balance	\$202,097.00
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Please remit check payable to:
FactGem LLC
2000 Auburn Drive Ste 330
Beachwood, OH 44122

Or via wire:
Bank Name: Key Bank N.A.
Account Number:
Routing Numbe

1004474900



330 West Spring St, Ste 260
Columbus, OH 43215

Invoice

Date	Invoice #
6/1/2014	11

Bill To
Chairman Matt Borges Ohio Republican Party 211 South 5th Street Columbus, OH 43215

Terms
Due on receipt

Quantity	Description	Rate	Amount
	Subscription Services for the Month of June 2014	50,000.00	50,000.00
Please contact Christina Perry with questions at cfo@factgem.com or (216) 916-8429.		Total	\$50,000.00

Customer Total Balance	\$52,097.00
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Please remit check payable to:
FactGem LLC
2000 Auburn Drive Ste 330
Beachwood, OH 44122

Or via wire:
Bank Name: Key Bank N.A.
Account Number:
Routing Number:

100447442001



330 West Spring St, Ste 260
Columbus, OH 43215

Invoice

Date	Invoice #
7/1/2014	13

Bill To
Chairman Matt Borges Ohio Republican Party 211 South 5th Street Columbus, OH 43215

Terms
Due on receipt

Quantity	Description	Rate	Amount
	Subscription Services for the Month of July 2014	50,000.00	50,000.00
Please contact Christina Perry with questions at cfo@factgem.com or (216) 916-8429.		Total	\$50,000.00

Customer Total Balance	\$52,097.00
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Please remit check payable to:
FactGem LLC
2000 Auburn Drive Ste 330
Beachwood, OH 44122

Or via wire:
Bank Name: Key Bank N.A.
Account Number:
Routing Number:

1604447420802



330 West Spring Street, Suite 260
Columbus, OH 43215

Invoice

Date	Invoice #
11/1/2014	17

Bill To
Chairman Matt Borges Ohio Republican Party 211 South 5th Street Columbus, OH 43215

			Terms
			Due on receipt
Quantity	Description	Rate	Amount
	Subscription Services for the Month of November 2014	50,000.00	50,000.00
Please contact Christina Perry with questions at cfo@factgem.com or (216) 916-8429.		Total	\$50,000.00
Customer Total Balance			\$102,097.00

Please remit check payable to:
FactGem LLC
6060 Parkland Blvd Suite 100
Cleveland, OH 44124

Or via wire:
Bank Name: Key Bank N.A.
Account Number:
Routing Numbe

1609444-0001