Automated Phone Call Compliance

Your campaign is 100% responsible for following Election, FCC, FTC and other government agency laws and regulations that apply to automated phone calls.

Among these regulations are:

- Three Robocalls to Residential Landlines Per 30 days
- Calls must clearly identify the entity responsible for the call at the outset and must now offer an automated opt-out option within two seconds of identifying the caller.
- Opt-out mechanisms Are Required for targets who received the call on an answering machine.
- Written policy, available upon demand, is required for maintaining your do-not-call list (DNC)
- Calls to mobile numbers are prohibited.

To assist in this, Skyline **will provide** the following services to you:

- ■ **If the target answers and presses the STAR key** during the first few seconds of the call, they will automatically be added to your account's DNC and never be dialed. We strongly recommend you record separate Live Answer and Answering Machine Messages for each broadcast so you can inform people how they can call to Opt-Out.
- ■ **If we provide a caller ID number to you**, calls to this number will allow the target to enter a 10-digit phone number to opt out of future calls. Once per month, Skyline will update each of our clients' accounts with these requests. An additional charge per call will be added for this service.
- ■ During each broadcast, our system verifies that the numbers dialed are landlines using the data available to us at the time. Mobile numbers will not be dialed.
- ■ Upon request, Skyline will provide your campaign with your DNC list of numbers. We will maintain this list for 60 days after the end of each Election cycle.
- ■

Skyline **will NOT provide** the following services:

- ■ **We will NOT keep track** of the number of times you dial a phone number within a 30-day period. Upon request, we will provide a list of 10-digit phone numbers we dialed for any given broadcast. We will maintain this list for 60 days after the end of each Election cycle. Should you need this service, Skyline will charge a fee of not less than $75 per broadcast to cross reference the phone lists.
- ■ **We will NOT** validate your audio files to ensure they comply with laws and regulations. By placing a call with us, you are confirming that you are responsible for the content of your calls.
- ■ **We will NOT** maintain your Do-Not-Call requests beyond the Campaign Cycle even if regulations require you to maintain them for longer periods of time.

AUTOMATED VOICE BROADCASTING SERVICES CONTRACT

THIS AGREEMENT made and entered into on _____ (**the Effective Date**) by and between Skyline Demographic Consultants, Inc., a New York Corporation (herein referred to as "**Skyline**") and the "**Client"** and the entities, owner(s), affiliates, distributors, and their respective officers, directors, partners, members, managers, agents, employees, suppliers, representatives, shareholders, and each of their successors and assigns (herein referred to as "**Client**"). Skyline when referred to in this agreement shall mean only its corporation and shall not include its owner(s), affiliates, distributors, and their respective officers, directors, partners, members, managers, agents, employees, suppliers, representatives, shareholders, and each of their successors and assigns shall not be liable and are not responsible for any loss or damage, unless otherwise indicated. Damages shall include, but not limited to any indirect, incidental, special, punitive or consequential damages

1. Skyline shall provide Voice Broadcasting Service (hereinafter referred to as the **Service.**) The Service shall be the transmission by autodialing of messages prepared by the Client either as prerecorded or by final script delivered to Skyline by and through telecommunication providers selected by and at the sole discretion of Skyline. Skyline shall not change or alter the message delivered to Skyline for broadcast. The prerecorded message or the script to be delivered as the message shall be solely "political", and not a telephone solicitation or for the purpose of encouraging the purchase or rental of or investment in property, goods or services. Client agrees that such message shall contain the name of the person or entity responsible for the call at the beginning of the message and the telephone number of the person or entity responsible for the call, including the official business name as registered with the appropriate governing authority which must be provided during or after the message. Client agrees to inform their representatives and all callers that calls are recorded. Skyline retains the right to refuse to air such communication if it fails or the Client fails to meet conditions hereinafter listed.

2. Client shall pay for services sought in advance of providing of such service and no later than at the time of the delivery of the message by the Client to Skyline in either writing, as a script to be recorded or recorded in any fixed form. Skyline may waive this condition at its discretion.

3. Client warrants that the message shall not contain any infringement of any trademark, patent, copyright, or other intellectual property by Client or libel, invasion of privacy, or violation of any applicable law due to Client's use, misuse, or abuse of the service. Client covenants that nothing in the message shall constitute any misrepresentation, or breach of any of the representations, warranties or covenants of Client contained in this agreement.

4. Client warrants that the message and the services sought from Skyline will not violate the law, or constitute misuse or abuse of the service, as defined below. Client also warrants that the message is not sought to be placed to cell phones, mobile services such as paging systems unless client can provide to Skyline in advance, express prior consent of the party sought to be called and such consent is in writing.

5. Skyline warrants that system releases the called party's telephone line within five (5) seconds of transmission of notification that the called party has disconnected the call. Skyline warrants that the system will not simultaneously engage two or more of the telephone lines of business.

6. Client agrees that in light of its warranties and conditions of this contract, Skyline and entities owner(s), affiliates, distributors, and their respective officers, directors, partners, members, managers, agents, employees, suppliers, representatives, shareholders,

and each of their successors and assigns have no obligation to screen, preview, or monitor the content of message(s) used.

7. Client agrees to maintain the confidentiality of all matters that concern the technical means of service including, but not limited to, Client's assigned account number and passcode.

8. Client shall take full responsibility for all activities and Transactions that occur under Client's assigned account number(s).

9. Skyline agrees to maintain the confidentiality of Client's lists and material. Client agrees that Skyline entities, owner(s), affiliates, distributors, and their respective officers, directors, partners, members, managers, agents, employees, suppliers, representatives, shareholders, and each of their successors and assigns shall be authorized to disclose to a third party law enforcement, regulator or authority with the power of subpoena under any jurisdiction any information it deems necessary to satisfy any applicable law, regulation, legal process, Governmental request, or in connection with any investigation, inquiry or complaint regarding Client's use of the service.

CONDITIONS AND COVENANTS

10. In exchange for Skyline providing its best efforts for the transmission of the message of the Client,

a. Client warrants as a condition of obtaining such services that the message provided to Skyline shall and does in fact and law comply with the State and Federal laws regarding the content of the message(s) used and shall warrant as to future changes in the law. Client understands the Telemarketing Sales Rules ("TSR"), Telephone Consumer Protection Act ("TCPA") 47 U.S.C. 227 and 47 CFR 64.1200 apply. Client represents and warrants that message(s) used and caller id displayed will comply with all legal requirements.

b. Client acknowledges as a condition of this agreement that use of the service is inherently complex, presenting sophisticated legal issues. For specific legal advisement, legal service, legal representation or legal opinions, Client agrees to consult its own legal advisor. No person or entity shall or is capable of providing to the Client any legal advice, legal service, legal representation or legal opinions regarding the use of the service. No statement by Skyline owner(s), affiliates, distributors, and their respective officers, directors, partners, members, managers, agents, employees, suppliers, representatives, shareholders, and each of their successors and assigns shall constitute legal advice, legal service, legal representation or legal opinion.

c. Client warrants that there shall not be misuse, or abuse of the service by Client. Such abuse shall include but not be limited to fraudulent, illegal use of the services by itself or any end user of the Client, under any law, rule or regulation. Such misuse of service shall include but not be limited to; excessive call termination to a single central office in excess of that location's termination capacity; sequential dialing; excessive incomplete calls; violating any applicable law; using a false identity; attempting to mislead others as to the identity of the sender or origin of the message; impersonate any other person or entity; misrepresent your affiliation with any other person or entity; using the service to distribute any sounds or messages which are obscene, harassing, racist, malicious, fraudulent, libelous, or otherwise objectionable; Interfering with or disrupting networks connected to the service; disrupting, interfering, or harming others use of the service. Skyline may discontinue furnishing the service immediately and Client agrees to forfeit any prepaid balance if Skyline deems that such action is necessary to prevent or protect against the misuse of the service. Such a determination is exclusively within the discretion of Skyline.

d. Client agrees that Skyline entities, owner(s), affiliates, distributors, and their respective officers, directors, partners, members, managers, agents, employees, suppliers, representatives, shareholders, and each of their successors and assigns shall not be liable and are not responsible for any loss or damage, unless otherwise indicated. Client shall indemnify and hold harmless Skyline, its owner(s), affiliates, distributors, and their respective officers, directors, partners, members, managers, agents, employees, suppliers, representatives, shareholders, and each of their successors and assigns from any and all claims, losses, damages, actions, demands, penalties, judgments, expenses and Costs (including any attorney's fees and expenses) for (1) any claims by parties other than Client who have use of, or access to the service through Client, or any loss or damages suffered by any party through or under Client including claims of misuse or abuse of the service or claims of illegal activity, (2) any claims by third parties for , including claims of misuse or abuse of the service or claims of illegal activity (3) any loss or damage arising out of the providing of the services or the use of the service, not attributable to Skyline as provided in the terms of service limitation.

TERMS OF SERVICE LIMITATIONS

11. Skyline entities make no express or implied representations or warranties about the service and disclaim any implied warranties, including, but not limited to, warranties of title, implied warranties of merchantability, fitness for a particular purpose, legal compliance, or non-infringement. No person or entity is authorized to make any warranties on behalf of Skyline.

12. Skyline entities do not warrant that the service performed will meet Client's requirements, or will operate in the manner desired by Client, or that the service will be free from unauthorized intrusion.

13. Because Skyline conducts much of its services online, Client acknowledges that communications and transactions conducted online are not secure. Client further acknowledges that no such service is guaranteed to be error free.

14. Client acknowledges any data transmitted to, or processed by Skyline entities may be lost, corrupted, destroyed, edited, deleted or contain errors. Skyline entities are not responsible for the loss of any Client data.

15. Client acknowledges that Skyline has no control over how its underlying Telecommunications provider(s) operate. Client agrees that Skyline entities shall not be liable for any loss or damage sustained due to any failure in or breakdown of the communication facilities or computer applications associated with providing the service, for any delay, interruption, or degradation of the service. Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration, upgrades, repairs, relocations, limitations imposed by Skyline's underlying providers, or activities necessary for the operation or improvement of Skyline's network.

16. Service is provided on a "as is" and "as available" basis. Call duration ("cd") measurement is based on the difference in time from acceptance of call by Skyline's underlying telecommunications provider and Termination of call from underlying telecommunications provider.

17. Skyline entities shall be held harmless in the event calls cannot be completed for any reason. Skyline reserves the right to cancel any scheduled campaign at any time. Should a scheduled campaign be cancelled for any reason by Skyline the limit of liability is the refund of any remaining prepaid balance for that particular campaign. Client agrees the total liability under any circumstances of Skyline entities in aggregate hereunder shall not exceed $1,000 (one thousand us dollars) or the amount actually paid by the Client under this agreement, whichever is less.

OTHER PROVISIONS

18. Client agrees that all notices by Skyline to Client shall be considered written and properly given if sent to Client via the email address provided by Client at the time of registration and as necessarily updated by Client. Client shall configure its email system to accept correspondence from Skyline's network. Client hereby consents to receive notifications in email format and acknowledges that such format shall not affect the enforceability thereof. Notices to Client shall be deemed to have been received by Client on the next business day following the sending thereof. In the event Client wishes to not receive notices electronically, Client shall inform Skyline of such desire and Skyline shall terminate the service immediately without further liability. Client agrees that all notices by Client to Skyline shall be in writing.

19. Any changes or modification will be effective immediately upon posting of the revisions. The continued use of the service following the posting of any changes or modifications will constitute acceptance of such changes or modifications by Client.

20. Failure of Skyline entities to exercise any right under this agreement shall not constitute a waiver of such right.

21. In the event of a default by the Client, Client agrees to pay all reasonable collection and/or attorney fees.

22. Client specifically agrees that this agreement shall be deemed to have been entered into in the state of New York and any litigation between the parties concerning this matter shall be within the Courts of the State of New York exclusively. If any provision of this agreement is found, by a court or arbitrator of competent jurisdiction, to be unenforceable, illegal, inapplicable, or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect and enforceable.

23. No waiver of any rights under this agreement will be effective unless in writing and signed by Skyline and Client. Client may not modify or amend this agreement except by a written instrument signed Skyline and Client.

24. This agreement represents the final, complete, entire, and exclusive agreement with regard to the subject matter hereto.

IN WITNESS THEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date first above written.

David Schaefer – Vice President
Skyline Demographic Consultants, Inc.
3050 Skyline Dr, Schenectady, NY 12306
716-870-1991
david@skylinepolitical.com

_____
Authorized Signature

_____
Client Authorized Signature

_____
Client Name, Title

_____
Client Company

_____
Address

_____
City, State, Zip Code

_____
Phone(s)

_____
email