DonorPerfect Online Service Agreement

Before using DonorPerfect Online Software please make sure that you (a) have read and understood this Service Agreement ("**Agreement**") and (b) have agreed to all of the terms and conditions of this Agreement listed below on behalf of your organization ("**Client**"). This Agreement is between Client and SofterWare, Inc., a Pennsylvania corporation having a principal place of business at 540 Pennsylvania Ave, Ft. Washington, PA 19034 United States or DonorPerfect Canada Inc. A312-1001 Lenoir street Montreal (Quebec) H4C 2Z6 Canada ("**Supplier**"). Upon your acceptance, this Agreement will become effective immediately. If you do not accept this Agreement, however, Supplier is unwilling to provide the Services (defined below) to Client.

1. **Services and Use of DonorPerfect Online.**
    Subject to the terms and conditions of this Agreement, the Supplier hereby grants to Client a non-exclusive, non-transferable right to permit the Client's authorized end users ("**Authorized Users**") to use the following subscription services during the Subscription Term solely for Client's internal business operations (the "**Services**") : access to the DP Online software product and its updates provided by the Supplier as part of the Services ("**DP Online**"); data encryption and storage in connection with use of DP Online; services listed in any invoice provided by Supplier to Client. Supplier reserves the right to improve and modify DP Online at any time and will notify Client by e-mail after any material change. Supplier will use commercially reasonable efforts to make the Services available during normal business hours, excluding scheduled maintenance periods. Client acknowledges that because Services are delivered over the Internet, interruptions or slow service may occur. Client is responsible (a) for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Services, and (b) for paying all third-party access charges (e.g., ISP, telecommunications) incurred by Client while using the Services.

2. **Client Responsibility.**
    Client is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Client or by any person or entity Client permits to access the Services. Supplier will provide to Client a unique login identification and password to access the Services. Client will only reveal the identification and password to Authorized Users.
    Client undertakes that: (a) the maximum number of Authorized Users that it authorizes to access and use the Services shall not exceed the number of purchased user subscriptions as indicated in the invoice (b) it shall maintain a written, up to date list of current Authorized Users and provide such list to Supplier upon Supplier's written request at any time or times and shall permit the Supplier to audit the Services in order to establish the name, the number and password of each Authorized User and (c) it will use the Services in compliance with all applicable laws, including without limitation copyright, trademark, obscenity, and defamation laws. Neither Client, nor any person accessing the Services by means of Client's account, shall attempt to: (a) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of DP Online; (b) modify, translate, or create derivative works from DP Online; or (c), rent, lease, distribute, assign, or otherwise transfer rights to the DP Online or to the Services.

3. **Proprietary rights**
    Client acknowledges and agrees that Supplier and/or its licensors own all intellectual property rights in the Services and in DP Online. Except as expressly stated herein, this Agreement does not grant Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or DP Online.

4. **Confidentiality. Customer Data.**
    During the term of this Agreement and at all times thereafter, neither party will disclose, sell or transfer to any third party, other than for the performance of this Agreement, any Confidential Information of the other party without the express, prior written consent of the other party. Confidential information shall mean information including, without limitation, all Client's data, computer programs, code, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), and information marked "Confidential", or if disclosed verbally, is identified as confidential at the time of disclosure but does not include information (1) generally

known to the public, (2) already known to the party receiving the information, or (3) legally obtained from a third party without further duties of confidentiality. Supplier will use commercially available security software for encryption of Client's Data. "Client Data" shall mean the data inputted by Client, Authorized Users, or the Supplier on Client 's behalf for the purpose of using the Services or facilitating Client's use of the Services. Client acknowledges that transmission of data over the Internet may not be secure, however, even after reasonable security measures have been taken. All Client Data remains the sole property of Client. Client may download Client's Data for free via the standard reporting parameters provided by DP Online any time during the term of this Agreement. Supplier will provide Client's Data to Client, upon request, in a non-standard format for a $50 fee. Supplier is not responsible for storage or retention of Client's Data more than thirty (30) days after termination of this Agreement. **Non-Identifiable or Aggregated Data:** Client agrees and acknowledges that when accessing the Services, Supplier also receives and stores certain personally non-identifiable information. Such information, which is collected passively using various technologies, cannot presently be used to specifically identify Client. Supplier may store such information itself or such information may be included in databases owned and maintained by Supplier affiliates, agents or service providers. Supplier may use such information and pool it with other information to track, for example, the total number of visitors or users of the Services, the number of visitors to each page of Supplier website, the domain names of Supplier visitors' Internet service providers, and how Supplier users use and interact with the Service. Also, in an ongoing effort to better understand and serve the users of the Services, Supplier may conduct research on its customer demographics, interests and behavior based on the Personal Data and other information provided to Supplier. This research may be compiled and analyzed on an aggregate basis. Supplier may share this non-identifiable and aggregate data with its affiliates, agents and business partners, but this type of non-identifiable and aggregate information does not identify Customer personally. Supplier may also disclose aggregated user statistics in order to describe Supplier services to current and prospective business partners and to other third parties for other lawful purposes.

5. **Payment.**
   Service will not start until the payment is received. The regular billing period for use of DP Online will start the day after Client is able to access Services. Client will provide Supplier with accurate and complete contact and billing information. Client will pay Supplier the then-applicable fees for the Services and the number of Authorized Users as more fully described in any invoice provided by Supplier to Client (the "Subscription Fees"). The Client shall on the Effective Date provide to Supplier valid, up-to-date and complete credit card details or bank accounts information and hereby authorizes the Supplier to debit such credit card or bank account: on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period; The Client may, from time to time during any Subscription Term, purchase additional Authorized User Subscriptions in excess of the number set out in the invoice and the Supplier shall grant access to the Services to such additional Authorized Users in accordance with the provisions of this Agreement. Supplier reserves the right to increase the Subscription Fees and to institute new fees or charges upon sixty (60) days prior notice to Client, provided that Supplier will not change the Subscription Fee during any fully pre-paid twelve (12) month Subscription Term or Renewal Period. All Subscription Fees are payable in advance for a one month or twelve (12) month period based upon Client's choice of a monthly or annual term of this Agreement. Any term of less than twelve (12) months require BANK ACCOUNT/ACH payment processing to be established. All Fees for Services other than access to DP Online are payable within thirty (30) days after the invoice date. All amounts and fees stated or referred to in this Agreement: (a) shall be payable in the currency of United States if the Client acquires the Services in United States; (b) in the currency of Canada if the Client acquires the Services in Canada (b) are, non-cancellable and non-refundable; (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

6. **Termination.**
   The term of this Agreement is monthly or annually based upon Client's choice ("Initial Subscription Term") and it shall, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter,

this Agreement shall be automatically renewed for successive monthly or annual periods, as applicable (each a Renewal Period) unless either party requests non-renewal at least thirty (30) days prior to the renewal date. Supplier may terminate this Agreement immediately or suspend providing Services to Client, including access to DP Online, (a) upon any material breach of this Agreement by Client (such as failure to pay within thirty (30) days for Services) or (b) if Supplier determines that Client may be performing activities harmful to Supplier or other users of the Services. In addition, either party may terminate this Agreement by notifying the other party at least forty-five (45) days in advance. Sections 2 and 4 through 8 will survive termination of this Agreement.

7. **Warranty Disclaimer.**
SUPPLIER DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND SUPPLIER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. **Limitation of Liability and Damages.**
UNDER NO CIRCUMSTANCES WILL SUPPLIER OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SUPPLIER'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SUPPLIER'S TOTAL LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY SERVICES PROVIDED HEREUNDER WILL EXCEED THE TOTAL AMOUNT RECEIVED BY SUPPLIER DURING THE PRIOR 6 MONTHS OF THIS AGREEMENT FOR THE SPECIFIC SERVICE GIVING RISE TO SUCH CLAIM(S).

9. **Miscellaneous.**
This Agreement is binding on and inures to the benefit of the successors and assigns of the parties; provided that Client may only assign this Agreement with the prior written consent of Supplier. This Agreement is between Supplier and Client and is not for the benefit of any third party (including, if applicable, any third party accessing the Services by means of an account established by Client). No agency, partnership, or joint venture is created as a result of this Agreement, and neither party has any authority to bind the other party. All notices under this Agreement must be in writing but may be sent by e-mail. The failure of either party to exercise any right under this Agreement will not be deemed a waiver of that right or any further rights. If any provision of this Agreement is found to be unenforceable or invalid, then the remainder of this Agreement will remain in effect. Neither party will have any liability for delay or failure in performance of any term of this Agreement to the extent that such delay or failure is caused by any cause not within such party's direct control, other than financial inability. This Agreement is governed by and construed in accordance with the substantive laws in force, without regard to conflict of laws principles, (a) in the Commonwealth of Pennsylvania, United States if the Client acquires the Services in United States; (b) in the Province of Quebec, Canada if the Client acquires the Services in Canada. Any dispute arising under this Agreement that cannot be resolved by the parties will be exclusively resolved by the state or Federal courts located (a) in Montgomery County, Pennsylvania if the Client acquires the Services in United States and (b) in Montreal, Quebec if the Client acquires the Services in Canada. This Agreement, together with any Invoices received by Client from Supplier, is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All modifications to or waivers of this Agreement must be in a writing signed by both parties, provided that Supplier may perform additional Services for Client based upon Client's e-mail request and Client will then pay Supplier for such additional Services at Supplier's then current rates.