

## TERMS OF SERVICE

This Terms of Service (this “**Terms of Service**”) constitutes a legally binding agreement between you and Nashotah Management, Inc., d/b/a DonorSnap™ (“**Company**,” “**we**,” “**us**” or “**our**”) governing your use of the Company SaaS. The “**Company SaaS**” means the Company software as a service made available to you by Company, accessible via the Internet, that provides information and functionality related to donor relationship management. The “**Company Software**” means the Company computer programs and applications made available to you by Company that are specifically designed to access and use the Company SaaS from a computer, mobile, or other device.

PLEASE READ THIS TERMS OF SERVICE CAREFULLY BEFORE USING OR ACCESSING THE COMPANY SAAS OR THE COMPANY SOFTWARE. BY USING OR ACCESSING THE COMPANY SAAS OR THE COMPANY SOFTWARE, YOU ACCEPT AND AGREE TO THIS TERMS OF SERVICE.

IF YOU ARE ACCEPTING THIS TERMS OF SERVICE ON BEHALF OF A NONPROFIT, A BUSINESS, OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO ACT FOR AND TO BIND THAT ENTITY TO THIS TERMS OF SERVICE, IN WHICH CASE THE TERMS “**YOU**” AND “**YOUR**” REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU SHALL NOT USE OR ACCESS THE COMPANY SAAS OR THE COMPANY SOFTWARE.

### **1. Orders.**

An “**Order**” means the electronic order or sign up page issued by us and accepted by you that lists your contact information (including your organization name and primary contact name with email address), the Company SaaS or Company Software to be made available by Company to you, the fees to be paid by you, and the payment method. All Orders are subject to this Terms of Service.

### **2. Company SaaS and Company Software.**

**2.1 Limited Access and Use.** Subject to the terms of this Terms of Service, Company hereby grants each of you during the Term a nonexclusive, non-transferable, revocable, limited right to (a) access and use via the Internet the Company SaaS to manage your donor relationships, and (b) install and use the Company Software solely in connection with the permitted access to and use of the Company SaaS. You agree to inform each of your users of the limitations on the use of the Company SaaS. You are responsible for all activity associated with your user logins and for all activity associated with your account and your users’ logins. Any breach of this Terms of Service by any of your users is a breach of this Terms of Service by you. During the Term, we grant you a limited, revocable right to use the Knowledge Base Content (defined below) solely for the purposes of understanding the capabilities, functions, limitations, and requirements of the Company SaaS and the Company Software as permitted by this Terms of Service. “**Knowledge Base Content**” means the user support pages, training webinars, and user support materials provided or made generally available for no additional fee by Company from time to time that describe the features and functions of the Company SaaS and the Company Software, including any changes that Company may provide from time to time.

**2.2 Obligations Related to Access and Use.** You shall not directly or indirectly through or with one or more other persons or entities: (a) decompile, disassemble, or reverse engineer any Company Technology (defined below in Section 2.4) to: (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions, or graphics of any Company Technology, or (iii) copy any ideas, features, functions, or graphics of any Company Technology; (b) use any Company Technology to develop a competing service; (c) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of any Company Technology (including any screen displays, etc.); or (d) permit or allow any person or entity other than your users to access or use any Company Technology or any logins assigned to your users. If you or your affiliates are or become a competitor of Company as determined by Company in Company’s sole discretion, this Terms of Services will terminate immediately, and you shall make no further use of any Company Technology.

**2.3 Other Restrictions on Access and Use.** You represent and warrant that you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and that you are not listed on any U.S. government list of prohibited or restricted parties. In addition, when using or accessing the Company SaaS or installing or using the Company Software, you shall not directly or indirectly through or with one or more other persons:

- a. Post, provide, input, or transmit any content that is infringing, libelous, defamatory, abusive, offensive, obscene, pornographic, or violates any law, or right of Company or any third party;
- b. Post, provide, input, or transmit any content that contains social security numbers, patient numbers, bank account numbers, drivers’ license numbers, credit card numbers, or any other similar sensitive personal information.
- c. Post, provide, input, or transmit software viruses or any other computer code, file, or program designed to interrupt, destroy, or limit the features or functionality of any software, hardware, or telecommunications equipment;

- d. use any robot, spider, scraper, or other automated means to access or use the Company SaaS for any purpose without our express written permission, or otherwise take any action that may impose an unreasonable or disproportionately large load on our infrastructure;
- e. bypass any measures we may use to prevent or restrict use of the Company SaaS or the Company Software, or otherwise interfere or tamper with our administration or the proper working of the Company SaaS or the Company Software;
- f. falsify information you disclose to us;
- g. take any action that is improper, unfair, or otherwise adverse to the operation of the Company SaaS or the Company Software; or
- h. use, or permit the use of, any login to the Company SaaS or the Company Software by more than one individual person.

2.4 **Company Technology.** Except for the limited rights granted in Section 2.1 (Limited Access and Use), we and our licensors reserve all right, title, and interest, express or implied, in and to the Company SaaS, the Company Software, System Data, Knowledge Base Content, our private webinar and other training content, our policies, our software and systems, our web applications, tools, and other application services, and our logos, marks, data, information, and other content we provide (collectively, the “**Company Technology**”). “**System Data**” means technical, configuration, statistical, utilization, and other information related to the use of the Company Technology.

2.5 **Feedback.** “**Feedback**” means suggestions, comments, requests, improvements, modifications, defect, bug and error reports, and other feedback provided by you with respect to the Company Technology or any of our offerings. Feedback is voluntary, and we are not required to hold Feedback in confidence. You hereby grant Company, on behalf of yourself and your users, an irrevocable, non-exclusive, perpetual, royalty-free, worldwide license (with the right to assign and sublicense) to use, display, copy, distribute, make derivative works of, sell, and import such Feedback and products and services that incorporate, are based upon, or rely upon such Feedback.

2.6 **Your Data.** As between you and us, you own all data and other content (other than Company Technology and Feedback) (a) input by you, your users, or both, into the Company SaaS or the Company Software, (b) you, your users, or both, provide to us for input into the Company SaaS or the Company Software, or (c) you, the your users, or both, collect from one or more third parties in connection with the permitted use of the Company SaaS or the Company Software (collectively, “**Your Data**”). You hereby grant Company, on behalf of yourself and your users, a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license (with the right to assign and sublicense) to use, display, copy, distribute, modify, make derivative works of, and import Your Data, for (i) purposes of enabling us to offer and perform our services and fulfill our obligations hereunder, and (ii) any other purpose that does not include use of the names, full mailing addresses, phone numbers, or email addresses of you, your donors, or your users. You may download Your Data from the Company SaaS during the Term only by use of the tools provided in the Company SaaS to do so. You warrant to us that: (x) you have obtained all rights, consents, and permissions necessary to provide Company the licenses granted in this Terms of Service, and (y) you shall comply with all applicable laws with respect to the collection, use, retention, and disposal of all of Your Data. Company may remove any of Your Data following termination of this Terms of Service or an Order, or for any reason related to suspension of your access to any Company Technology.

2.7 **Suspension.** We may suspend your access to Company Technology (in whole or in part): (a) to prevent damages to, or degradation of, the Company Technology; (b) to comply with any law, court order, or governmental request; (c) to protect the interests of Company, or (d) if you fail to make payments when due or otherwise violate the terms of this Terms of Service. We will use reasonable efforts to provide you with notice before or promptly following any suspension. We will restore access as soon as the event giving rise to suspension has been resolved. In addition, we may suspend at any time your access to those portions of the Company SaaS or the Company Software that are identified by us as in beta. This Terms of Service is not to be construed as imposing any obligation on us to monitor Your Data or your use of the Company SaaS or the Company Software.

### 3. Indemnification.

To the extent permitted under applicable law, you shall indemnify, defend, and hold harmless Company and its affiliates and subsidiaries and successors and their respective officers, directors, employees, representatives, vendors, licensors, independent contractors, and agents (each an “**Indemnified Party**”) from and against any and all claims, losses, liability, damages, costs, fees, fines, penalties, charges, and expenses (including reasonable out-of-pocket expenses and legal fees) arising out of or relating to your use of the Company Technology, your breach of any representations, warranties or obligations under this Terms of Service, your violation of a law, or your infringement of the intellectual property rights of Company or a third party.

### 4. Professional Services.

We may provide data conversion, training, support, or other consulting services (collectively, “**Professional Services**”). If we agree to provide Professional Services to you, we may describe such services in an Order. We may provide estimates of fees in connection with Professional Services. All estimates are subject to change and the final Professional Services fees, if any, will be determined on a time-and-materials basis at our then-current rates.

## **5. Fees and Payment.**

Unless otherwise provided in an Order, you shall pay us the fees as stated in the applicable Order in advance. For fees and charges not otherwise paid in advance, you shall pay us the amounts properly listed on our invoice submitted to you within the time frame listed on such invoice. Payments not made within such time period are subject to late charges equal to the lesser of (a) one and one-half percent (1.5%) per month of the overdue amount, or (b) the maximum amount permitted under law, plus in either case, costs of collection, and if applicable, reasonable legal fees. We may adjust fees applicable to a renewal term with notice to you prior to the start of the renewal term. You are responsible for all taxes associated with your access to and use of the content generated by the Company SaaS, other than taxes based solely upon the income of Company. You shall make all payments in U.S. dollars. If you request or require a number of contacts in excess of the limit specified in an Order, we may charge and you shall pay an additional fee.

## **6. Term and Termination.**

The term of this Terms of Service (the “**Term**”) commences when you accept the Order incorporating this Terms of Service and continues until terminated. The initial term of an Order and each subsequent renewal term of an Order will automatically renew on the same monthly or annual basis as the initial term of an Order, unless a party provides notice of nonrenewal to the other party in writing at least 10 days prior to the end of the then-current term. Company may terminate this Terms of Service upon notice to you, if you violate this Terms of Service. You may terminate an Order if Company fails to cure its breach of this Terms of Service within 30 days of your notice to Company of the breach. If you terminate an Order for any reason other than our uncured breach, or if we terminate due to your violation of this Terms of Service, you will not receive any refund of prepaid fees and you shall pay us the fees not otherwise prepaid for the terminated portion the Order term. Either party may terminate this Terms of Service effective upon notice to the other party, if no Order is then in effect.

## **7. Disclaimer of Warranties.**

THE COMPANY TECHNOLOGY AND THE PROFESSIONAL SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. COMPANY AND ITS VENDORS AND LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTIES AND WILL HAVE NO RESPONSIBILITY WITH RESPECT TO THE RESULTS OF ANY ACTION YOU OR ANY THIRD PARTY MAY TAKE BASED ON YOUR DATA OR YOUR USE OF ANY COMPANY TECHNOLOGY OR PROFESSIONAL SERVICES. COMPANY WILL HAVE NO LIABILITY FOR ANY CLAIM ARISING FROM YOUR USE OF THE COMPANY TECHNOLOGY, OR ANY INFORMATION OBTAINED FROM THE COMPANY TECHNOLOGY OR RESULT OF ANY OF YOUR ACTIONS BASED UPON INFORMATION OBTAINED FROM THE COMPANY TECHNOLOGY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY CREATES ANY WARRANTIES OR IN ANY WAY INCREASES THE SCOPE OF COMPANY’S OBLIGATIONS UNDER THIS TERMS OF SERVICE. THE COMPANY TECHNOLOGY MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT COMPANY AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIREABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED THIRD PARTIES (e.g. HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEBSITES, COMPUTERS, OR NETWORKS. COMPANY WILL NOT BE LIABLE FOR ANY SUCH ACTIVITIES NOR WILL SUCH ACTIVITIES CONSTITUTE A BREACH BY COMPANY OF ITS OBLIGATIONS UNDER THIS TERMS OF SERVICE OR ANY OTHER AGREEMENT BETWEEN YOU AND COMPANY.

IN CONNECTION WITH THIS TERMS OF SERVICE, THE COMPANY SAAS, THE COMPANY SOFTWARE, OR THE PROFESSIONAL SERVICES, YOU MAY ACCESS AND BE PROVIDED INFORMATION REGARDING PERSONS AND ENTITIES OTHER THAN COMPANY (“**THIRD PARTY INFORMATION**”). ALL THIRD PARTY INFORMATION IS PROVIDED AS-IS, WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS

OF ANY KIND. COMPANY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY THIRD PARTY INFORMATION, OR AS TO THE ACCURACY, CURRENCY, OR COMPREHENSIVENESS OF THE SAME.

THE COMPANY SAAS AND COMPANY SOFTWARE MAY CONTAIN LINKS TO AND INTEGRATIONS WITH THIRD PARTY WEBSITES, APPLICATIONS AND SERVICES (“**THIRD PARTY SERVICES**”), AND YOU AGREE THAT WE PROVIDE LINKS TO AND INTEGRATIONS WITH SUCH THIRD PARTY SERVICES SOLELY AS A CONVENIENCE AND HAVE NO RESPONSIBILITY FOR THE CONTENT OR AVAILABILITY OF SUCH THIRD PARTY SERVICES, AND THAT WE DO NOT ENDORSE SUCH THIRD PARTY SERVICES (OR ANY PRODUCTS OR OTHER SERVICES ASSOCIATED THEREWITH). WHEN YOU USE THE COMPANY SAAS OR COMPANY SOFTWARE TO SOLICIT OR OBTAIN A DONATION, WE WILL USE A THIRD PARTY SERVICE DESIGNATED BY YOU AND INTEGRATED WITH THE COMPANY SAAS TO PROCESS THE PAYMENT. WE DO NOT COLLECT THE CORRESPONDING CREDIT CARD NUMBER, EXPIRATION DATE, OR PIN NUMBER. THE TRANSACTION DETAILS WE RETAIN ARE THOSE DETAILS THAT ALLOW US TO VERIFY THE TRANSACTION, INCLUDING PRICE, CURRENCY, DATE OF PAYMENT, PAYMENT METHOD, NAME, AND ACCOUNT NAME. ACCESS TO AND USE OF ANY THIRD PARTY SERVICES LINKED TO OR INTEGRATED WITH THE COMPANY SAAS OR THE COMPANY SOFTWARE IS AT YOUR OWN RISK, AND WE ARE NOT RESPONSIBLE FOR THE ACCURACY, SECURITY, OR RELIABILITY OF ANY INFORMATION, DATA, OPINIONS, ADVICE OR STATEMENTS PROVIDED BY SUCH THIRD PARTY SERVICES. YOUR USE OF SUCH THIRD PARTY SERVICES WILL BE SUBJECT TO THE TERMS APPLICABLE TO EACH SUCH THIRD PARTY SERVICES. YOU MAY NOT POST A LINK THAT DIRECTS USERS TO ANY CONTENT OR INFORMATION THAT WOULD CONSTITUTE A VIOLATION OF THESE TERMS OF SERVICE OR ANY TERMS APPLICABLE TO SUCH THIRD PARTY SERVICES.

## **8. Limitation of Liability.**

NEITHER COMPANY NOR ANY INDEMNIFIED PARTY WILL HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING LOSS OF PROFITS, SALES, BUSINESS, OR DATA, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS DAMAGES, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS TERMS OF SERVICE, THE COMPANY SAAS, THE COMPANY SOFTWARE, OR THE PROFESSIONAL SERVICES. THE TOTAL LIABILITY OF COMPANY AND THE INDEMNIFIED PARTIES TO YOU OR ANY THIRD PARTY ARISING OUT OF THIS TERMS OF SERVICE, THE COMPANY TECHNOLOGY, THE COMPANY SOFTWARE, AND THE PROFESSIONAL SERVICES, REGARDLESS OF WHETHER UNDER A CONTRACT, TORT, OR OTHER THEORY OF LIABILITY, FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES, WILL NOT EXCEED THE TOTAL FEES PAID BY YOU TO US FOR USE OF AND ACCESS TO THE COMPANY SAAS DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

## **9. General Provisions.**

9.1 CCPA. Capitalized terms used in this section have the meaning given in the CCPA, specifically Cal. Civ. Code §1798.140, and in the caption to this Terms of Service. “**CCPA**” means Cal. Civ. Code §§ 1798.100-1798.199, including (a) any rules and regulations promulgated thereunder, and (b) any subsequent amendment or superseding statute. With respect to Personal Information Processed by us on behalf of you pursuant to this Terms of Service (“**CCPA Data**”), we are a Service Provider, and you are a Business. Notwithstanding Section 2.6, we shall not retain, use, disclose, or further Collect or Sell, the CCPA Data for any purpose other than for the specific purpose of performing our services for you. If you receive a Verifiable Consumer Request to delete a Consumer’s CCPA Data pursuant to the CCPA, you shall notify us, and we shall thereafter delete such Personal Information from our records to the extent required under the CCPA. Each party shall comply with its respective obligations under the CCPA.

9.2 Certain Communications. You agree to receive communications from us, including via mail, certified mail, fax, email, text message, and phone call. Communications from Company and its affiliated companies may include, but are not limited to, (a) operational communications concerning your account, the Professional Services, the Company Software, and the Company SaaS, (b) updates concerning new and existing features of any Company Technology, and (c) news concerning Company and industry developments. Standard messaging charges applied by your carrier may apply to messages we send.

9.3 Modifications. Company may modify and update this Terms of Service from time to time by providing you notice of such modification or update. Such modifications and updates will be considered accepted and binding on you as provided in such notice.

9.4 Waivers. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Terms of Service, and no course of dealing between you and Company, operates as a waiver or estoppel by Company of any right, remedy, or condition. A waiver made by Company in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person. To the extent that any course of dealing, act, omission, failure, or delay in exercising any right or remedy by Company under this Terms of Service constitutes the election of an inconsistent right or remedy, that election does not either constitute a waiver of any right or remedy, or limit or prevent the subsequent enforcement by Company of any provision of this Terms of Service.

9.5 Assignment. Without the prior written consent of Company, you shall neither (a) assign, whether voluntarily or involuntarily, this Terms of Service or any of your rights under this Terms of Service, nor (b) delegate any performance under this Terms of Service. Any purported assignment or delegation in violation of this section will be void. We may assign this Terms of Service and any or all of our rights and delegate any or all of our obligations hereunder by providing notice to you. This Terms of Service binds and benefits you and Company and each of your and our respective permitted successors and assigns.

9.6 Governing Law. The laws of the State of Wisconsin govern all matters arising out of or relating to this Terms of Service, including, without limitation, its interpretation, construction, performance, and enforcement, without giving effect to such state's conflicts of law principles or rules of construction concerning the drafter hereof. You hereby irrevocably and unconditionally submit to the jurisdiction of the federal and state courts located in Waukesha County, Wisconsin for the purpose of any suit, action, or other proceeding arising out of or based upon this Terms of Service, which courts are the exclusive forum for any such suit, action, or other proceeding. If we are the prevailing party in any such dispute, we may recover our reasonable attorneys' fees related to such dispute.

9.7 Severability. If any provision of this Terms of Service is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Terms of Service will not be affected or impaired.

9.8 Entire Agreement. This Terms of Service, together with the Order(s), is the complete and exclusive expression of the parties' agreement on the matters contained in this Terms of Service. All prior and contemporaneous negotiations, term sheets, letters, memoranda, and other discussions and agreements, either oral or in writing, between the parties on the matters contained in this Terms of Service are expressly merged into and superseded by this Terms of Service. No provision of this Terms of Service may be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Terms of Service, you have not relied on any statement, representation, or warranty, or agreement of Company or any other party except for those expressly contained in this Terms of Service. In the event of a conflict between an Order and this Terms of Service, this Terms of Service will govern, unless the Order specifically identifies the provision in this Terms of Service being superseded and the Order is signed by us.

9.9 Relationship of the Parties. Each party is an independent contractor with respect to the other party and is not an employee, joint venture, partner, or agent of the other party. Neither party has the authority to enter into any contract in the name of or on behalf of the other party, solely by reason of this Terms of Service.

9.10 Headings. The descriptive headings of the articles, sections, and subsections of this Terms of Service are for convenience of reference only. They do not constitute a part of this Terms of Service and do not affect its construction or interpretation.

9.11 Effect of Termination. The following sections survive any termination or expiration of this Terms of Service: Section 2.2 (Obligations Related to Access and Use), Section 2.4 (Company Technology), Section 2.5 (Feedback), Section 2.6 (Your Data), Section 3 (Indemnification), Section 5 (Fees and Payment), Section 7 (Disclaimer of Warranties), Section 8 (Limitation of Liability), and Section 9 (General Provisions). Any termination of this Terms of Service will not relieve us of any remedy due to your breach of a term of this Terms of Service prior to such termination.

9.12 How to Contact Company.

You can contact us via email at [sales@donorsnap.com](mailto:sales@donorsnap.com) or at the following address:

Nashotah Management, Inc., DBA DonorSnap  
555 South Industrial Drive, Suite 6  
Hartland, WI 53029-2333

To be effective, any notice to Company given in connection with this Terms of Service must be in writing and (a) delivered in person, (b) mailed by certified or registered mail, return receipt requested, postage prepaid, (c) sent by same-day messenger or nationally recognized overnight delivery service, with all fees prepaid, or (d) sent by email, with acknowledgment of receipt by either the intended recipient or other third party confirmation of delivery service (with an automatic "read receipt" not constituting receipt of an email). A notice to Company is effective on the earlier of (x) the date it is delivered in person, (y) the date it is delivered to Company as indicated by the date of the acknowledgement or signed receipt, or (z) with respect to an email, the date on which the email is confirmed, provided that if such date is not a business day or the confirmation time is after 5:00 p.m. local time of the recipient on a business day, then the following business day. We may update our email address or physical address at any time with notice to you or by posting the updated information to this page. Any notices to you shall be provided to you in accordance with Section 9.1 or given to you via the email address or physical address you provide to Company during the Order process. Notices to you are effective when Company sends such notice.

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