

DonorSearch Sub-License Terms of Service

HowDoWe, Inc. (d/b/a HowToFund) is a licensed reseller of DonorSearch donor targeting platforms. HowToFund Clients that purchase DonorSearch platforms through HowToFund are subject to the following Terms and Conditions. By using the DonorSearch platform sold by HowToFund, said Client agrees to the following Terms and Conditions.

Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY

The terms and conditions set forth below are incorporated by reference into the Order Summary executed by agreement by Tedesco and Affiliates, LLC d/b/a DonorSearch. (“DonorSearch”) and the client. (“Client” or “You”). The Order Summary and the Terms and Conditions are collectively referred to as the (“Agreement”).

This Agreement is a binding, contractual agreement between Client and DonorSearch. This Agreement applies to your access to and/or use of the Services (defined below) pursuant to this Agreement. By using the DonorSearch platform sold by HowToFund, you are indicating your acceptance of the Agreement. You represent that you have the authority to bind Client and its affiliates to the terms and conditions of this Agreement. If you do not have such authority, or if you do not accept and agree to all of the Terms and Conditions, contact DonorSearch by email at: info@donorsearch.net

A. Confidentiality

1. DONORSEARCH acknowledges that the data submitted to DONORSEARCH by CLIENT (the “Data”) is to be used by DONORSEARCH for the sole purpose of enhancing the Data. DONORSEARCH certifies that from the time that DONORSEARCH receives the Data until the analysis process has been completed, no person or persons who are not employees of DONORSEARCH, or consultants working for DONORSEARCH, will have access to the Data.
2. Each party acknowledges and agrees that any and all information emanating from the other party’s business in any form that is marked confidential or reasonably should be deemed confidential, including and not limited to marketing information, prospective plans, activities of technical and other personnel, and any compilations of otherwise non-public information, including the terms of this Agreement, are confidential and proprietary information. Each party agrees that it will not, during or after the term of this Agreement, permit the duplication, use or disclosure of any such confidential and proprietary information to or by any person (other than any of its employees, agents, independent contractors or other representatives who must have

such information for the performance of such party's obligations hereunder), unless such duplication, use or disclosure is specifically authorized in writing by the other party.

3. DONORSEARCH shall notify CLIENT of any unauthorized or inadvertent disclosure of Data in accordance with the requirements set forth in the Addendum hereto.

Information Delivery Schedule

4. DONORSEARCH will deliver to CLIENT the results of DONORSEARCH's analysis of the Data not later than fifteen (15) days from receipt of the Data, provided the subscription payment has been received by DONORSEARCH.
5. DONORSEARCH will make every effort to have the on-line research service available seven (7) days a week, twenty-four (24) hours a day, with the exception of planned and unplanned outages not

to exceed five (5) business days in any one calendar year.

B. **Rights of CLIENT**

1. CLIENT acknowledges that DONORSEARCH, or the data owners who provided the Information to DONORSEARCH, own the Information, and that CLIENT has no proprietary rights to the Information used by DONORSEARCH to enhance the Data.
2. CLIENT has the right to use all Information provided via DONORSEARCH's Data analysis process or via the Research Center, without limitation.
3. CLIENT may not sell, lease, rent or otherwise provide to any other party its own Data as enhanced with the Information or any direct marketing list, model, analysis, code or report utilizing or derived from the Information, except that CLIENT may provide without charge its own Data as enhanced with the Information or any direct marketing list, model, analysis, code or report utilizing or derived from the Information to an employee, agent, independent contractor, or other representative of CLIENT providing assistance to CLIENT in connection with the marketing programs permitted under Section C.2 above.

C. **Representations and Warranties by DONORSEARCH**

DONORSEARCH represents and warrants to CLIENT as follows:

1. DONORSEARCH has all rights and licenses necessary to deliver the Information to CLIENT and to grant CLIENT all rights granted in this Agreement to analyze and use the Information.
2. The Information does not infringe upon or otherwise violate any copyright, trade secret, trademark, patent, invention, right of privacy, known third party rights, or non-disclosure requirements of any third party. In furtherance of these representations and CLIENT'S reliance thereon, DONORSEARCH shall indemnify and hold CLIENT, its officers, directors, agents,

and employees harmless against all claims, demands, or liabilities of or to third parties arising from or in connection with DONORSEARCH's breach of its representations or warranties hereunder. Said indemnification shall survive the expiration or termination of this Agreement

3. DONORSEARCH will obtain the Information from sources it considers reliable and will run reasonable control checks on the Information, but will not be subject to liability for truth or accuracy of the Information conveyed or for its completeness or for errors or mistakes made by humans or machines. DONORSEARCH shall take reasonable steps to control continuing quality of the Information. Application of such quality control procedures constitutes the full extent of warranty with regard to the Information provided. CLIENT acknowledges that it may be necessary or advisable from time to time, in the ordinary course of DONORSEARCH's business, for DONORSEARCH to add, delete, and substitute Information it makes available to its clients, including CLIENT. DONORSEARCH expressly reserves the right to revise the Information and to make changes in content. DONORSEARCH will give CLIENT written prior notification of any such changes. **NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO THE INFORMATION PROVIDED EXCEPT AS SET FORTH ABOVE.** These disclaimers must be conveyed to all CLIENT authorized users of the Information.
4. DONORSEARCH acknowledges that all information received from CLIENT must be maintained in accordance with the Department of Health and Human Services' Health Insurance Portability and Accountability Act of 1996 ("HIPPA") regulations, as set forth more fully in the Addendum hereto. DONORSEARCH acknowledges that these regulations may supersede the confidentiality items in this contract.
5. Upon any material default under this Agreement by either party, the other party shall give written notice of such default to the defaulting party. Unless the default shall be cured within thirty (30) days after delivery of such notice, then, without limitation of any other remedy available herein, the non-defaulting party may terminate this Agreement by delivery of a notice of termination to the defaulting party at any time before such default has been cured. Notwithstanding the foregoing, if the default cannot be cured within the thirty (30) day cure period despite the defaulting party's good faith efforts and diligence, and if the defaulting party commences the cure within the thirty (30) day cure period and thereafter uses good faith efforts and reasonable diligence to cure the default, then the non-defaulting party shall not be entitled to terminate this Agreement until the sixtieth (60th) day after delivery of the default notice

D. Notices

All notices given under this Agreement must be in writing and sent by registered or certified or express mail, return receipt requested and postage prepaid, or by Federal Express or other reputable courier, or delivered personally to the Client Contact for Notices at the Client Address and to the

Vendor Contact for Notices at the Vendor Address or to such persons or addresses as either party may designate by written notice to the other.

E. **Miscellaneous**

1. Subject to the following sentence, this Agreement shall be binding upon the parties, their successors and assigns. Neither this Agreement nor any interests or duties hereunder may be assigned by either party without the prior written consent of the other.
2. No waiver of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition.
3. If any part of this Agreement shall be held unenforceable, the remainder of this Agreement will nevertheless remain in full force and effect.
4. Neither party will be liable for any failure or delay in performance due in whole or in part to any cause beyond its reasonable control. Except as provided in Section D.2 of this Agreement and the Addendum hereto, DONORSEARCH is not responsible for any loss or damage incurred by any person or party as a result of the use of or reliance on the Information supplied, or for consequential, indirect or incidental damages of any kind. In no event will DONORSEARCH be liable for loss or damage incurred by any person or party as a result of the use of CLIENT's software, data, or equipment, or for any incidental, indirect, special or consequential damages.
5. This Agreement, including all Addenda and Appendices, contains the entire understanding between DONORSEARCH and CLIENT and supersedes all prior written and oral understandings relating to the subject matter hereof.
6. Only by written agreement of the parties may this agreement be modified or amended in any manner whatsoever.