

DonationXchange Lite Application

SERVICES AGREEMENT

This Services Agreement (this "Agreement") is made by and between Snap Solutions, LLC ("Provider"), a Delaware limited liability company that owns and operates the www.donationx.org website (the "Website"), and the user ("Organization") upon submission of account creation.

1. Definitions. The following terms shall have the following meanings in this Agreement, respectively:

"Transactions" means any request, donation, or purchase that is made by any third party to Organization from time to time, and is facilitated by Provider pursuant to this Agreement.

2. Technology Services. Provider shall provide such services from time to time to facilitate the donation management process between community organizations and businesses. Services include but are not limited to: training, making custom changes to the website specific to the process, answering questions via phone or email about data, filtering data or the website in general specific to the program. Any custom enhancements that are specific to one organization, that do not benefit the overall customer base, will be evaluated and potentially charged back to the organization requesting the enhancement based on the consulting fee schedule of \$150 per hour.

3. Term. The term of this Agreement shall be one (1) year from the Effective Date hereof (the "Term"). Organization shall have the option to automatically renew this Agreement for an additional one (1) year term (the "Renewal Term") by providing notice to Provider not less than thirty (30) days prior to the end of the Term.

4. Fees. Provider shall provide all services and Transactions according to the Fees Schedule included separately.

The fees will be billed on an annual basis.

The fees may be revised on an annual basis for a subsequent Term, but never during the current Term.

5. Limited Licenses. Provider represents and warrants that it owns the Website, and the design, resources and functions thereof. Subject to Organization's satisfaction of all of the registration requirements for transaction facilitation set forth in Application attached hereto, and all other Provider registration requirements provided to Organization in writing from time to time (the "Registration Requirements"), Provider grants to Organization a nonexclusive, revocable, royalty-free limited license to create a Transactions URL (a "Transactions URL") as part of the Website in form and substance as required by Provider by notice to Organization from time to time, to place a link (the "Link") to that Transactions URL on Organization's website site solely as necessary for, and for the purpose of, facilitating online Transactions. Organization agrees not to use the Link in a manner that is, or otherwise include materials on its website that are, disparaging toward Provider. Organization also agrees not to use the Link on a website with content that is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or that would constitute or encourage a criminal offense, violate the rights of any party, or otherwise give rise to liability or violate any law. Organization understands that Provider has not authorized, sponsored, endorsed, or approved Organization's website, activities or organization and agrees that the Link shall not be used in any manner that would falsely convey such sponsorship, endorsement or approval by Provider. Organization acknowledges that Provider does not commit to supporting or specifying any particular browsing or operating platform, and that Provider has the right at any time to revise and modify its Website, web pages, release subsequent versions thereof, and/or alter features, specifications, capabilities, functions and other characteristics of the Website, all without notice to Organization. As between Organization and Provider, Organization's content on the Website shall remain the property of the Organization. Organization grants to Provider a non-exclusive, worldwide, royalty-free license solely to use, adapt, exhibit, publish, or use through the Internet the Web pages that Provider is engaged by Organization to design, and as a link from the Website. This license does not include any rights to use the data generated by requests through the Website.

6. Representations, Warranties and Covenants. Each party hereby represents and warrants to the other party, and covenants with the other party, as follows:

(a) Each party has, and will have throughout the term of this Agreement (the "Term") full power and authority to execute, deliver and perform this Agreement and to take all action contemplated under this Agreement, including without limitation Organizations' full power and authority for, organizing and managing donation requests and fulfillment as contemplated hereunder and soliciting and accepting all Transactions as contemplated hereunder.

(b) All information, images, video and audio files and Event access provided by each party do not and will not at any time violate any third party's intellectual property rights, including, but not limited to trademarks, patents, copyrights or trade secrets.

(c) Each party has fully complied and will fully comply during the Term with all registration requirements under applicable law.

(d) Organization will promptly notify Provider of any change in Organization's tax-exempt status.

7. DISCLAIMER OF WARRANTIES. PROVIDER WARRANTS THAT THE SERVICES PROVIDED BY PROVIDER HEREUNDER WILL MATERIALLY COMPLY (WITHIN COMMERCIALY REASONABLE PARAMETERS) WITH THE DESCRIPTION OF THE SERVICES DESCRIBED ABOVE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED BY PROVIDER UNDER THIS AGREEMENT, THE WEBSITE, THE TRANSACTIONS URL, THE LINK, OR ANY OTHER SERVICE, GOOD, CONTENT, TOOLS, OR RELATED DOCUMENTS OR MATERIALS IN ELECTRONIC FORM OR OTHERWISE PROVIDED HEREUNDER (COLLECTIVELY, THE "PROVIDED SERVICES") OR IN CONNECTION HEREWITH, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE, AVAILABILITY, FUNCTIONALITY, OR ANY OTHER ASPECT OF THE PROVIDED SERVICES. PROVIDER MAKES NO REPRESENTATION OR WARRANTY (NOR SHALL ANY REPRESENTATION OR WARRANTY BE IMPLIED) THAT ANY OF THE PROVIDED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND ORGANIZATION AGREES THAT PROVIDER WILL NOT BE LIABLE FOR ANY INTERRUPTIONS OR ERRORS IN THE PROVIDED SERVICES.

8. AGENT. IN PERFORMING THIS AGREEMENT, PROVIDER ACTS AS A FACILITATOR TO HELP ORGANIZATION ACCEPT TRANSACTIONS FROM REQUESTERS. ORGANIZATION ACKNOWLEDGES THAT (A) PROVIDER IS NOT A DONOR, SOLICITOR, FUNDRAISER, OR FUNDRAISING CONSULTANT (B) THE SERVICES PROVIDED BY PROVIDER HEREUNDER ARE TECHNOLOGY SERVICES FOR MANAGING DONATION REQUESTS (C) PROVIDER IS NOT ACTING AS A TRUSTEE, FIDUCIARY, PARTNER, JOINT VENTURER OR ESCROW WITH RESPECT TO THE REVENUE. ORGANIZATION ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PROVIDER IS NOT PROVIDING ANY CHARITABLE SOLICITATION SERVICES FOR ORGANIZATION, AND AFFIRMS THAT ANY CONTENT OF PROVIDER'S WEBSITE WHICH RELATES TO ORGANIZATION, OR ANY WEBSITE OF ORGANIZATION, THAT AT ANY TIME MAY BE OR IS DEEMED BY ANY GOVERNMENTAL UNIT TO BE A CHARITABLE SOLICITATION IS SOLELY THE CONTENT OF AND A CHARITABLE SOLICITATION BY ORGANIZATION, NOT PROVIDER. For the avoidance of doubt, each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

9. Privacy Policy. Subject to the following sentence, all Organizations information collected as part of providing the Services shall be subject to Provider's Privacy Policy posted on its Website, as amended from time to time. Information concerning the business affairs, finances and methods of operation and other confidential or proprietary information of each party (collectively "Confidential Information") shall be kept strictly confidential by the other party except that such information may be used and/or disclosed by such other party (a) as is reasonably necessary to perform under this Agreement, (b) when required by law or as is reasonably necessary to comply with a current judicial proceeding, a court order or legal process served on Provider, and (c) to enforce this Agreement. If Provider is served with any subpoena or other legal process seeking the compelled disclosure of Confidential Information, Provider shall notify Organization within twenty-four (24) hours after Provider's receipt of such legal process. Provider will not disclose, share, sell, or trade information about Requesters visits to DonationX.org or the information that Organization may give Provider such as their name, address, e-mail address or telephone number,

to any outside companies except for the use of completing the donation transaction that Requester initiates.

10. Support and Security. Provider will provide (via phone or email) reasonable (as defined by Provider) technical assistance from 9:00 a.m. to 5:00 p.m. Central Standard Time, on Monday through Friday, with respect to any operational or other difficulty that may arise in connection with Organization's or any Requester's use of the Website as contemplated in this Agreement. Provider shall provide Organization with an account ID and password that allows Organization's staff to add or update Organization's Event data on the Provider Website. If so desired by Organization, Provider will also provide Organization with the ability to create a reasonable number of additional account ID's and passwords for same. Organization accepts all responsibility for the protection, confidentiality and use of all of its account ID's and passwords.

Provider shall use and engage in all reasonable and appropriate security measures, consistent with generally accepted electronic commerce information practices, to protect your data. These measures include technical and procedural steps to protect Organization's data from misuse, unauthorized access or disclosure, loss, alteration, or destruction. All information is transmitted using secure socket layer (SSL) encryption.

11. Third Party Providers. Provider uses third party providers and provides no warranty and accepts no liability for losses/failures resulting from non-performance or failures by third party providers (including but not limited to Verisign, any hosting services) or resulting from non-performance hereunder by Provider due to such non-performance or failures by such third party providers, or due to any termination for any reason of any agreement or relationship between Provider and any of such third party providers, provided, however that Provider shall remain liable for any use of confidential or proprietary information of Organization, including, but not limited to Organization's and its Affiliate's trademarks.

12. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 13, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, AND LOST DATA, ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ARISING FROM ORGANIZATION'S USE OR INABILITY TO USE PROVIDER'S SERVICES. FURTHER, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY TO THE CLAIMING PARTY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT (IF ANY) EXCEED THE AMOUNT OF DAMAGES AS PROVEN BY THE NON-CLAIMING PARTY.

13. Indemnification. Each party (the "Indemnitor") hereto agrees to indemnify and hold harmless the other party hereto and such other party's affiliates, members, managers, shareholders, officers, directors, partners, agents, employees and representative for and against all fees (including without limitation attorneys' fees and costs), expenses, losses, costs, liabilities, obligations, damages, and claims arising from or otherwise relating to any breach of this Agreement by such Indemnitor, including without limitation any breach of any representation, warranty or covenant made by such Indemnitor in this Agreement.

PROVIDER HEREBY AGREES TO INDEMNIFY AND HOLD ORGANIZATION HARMLESS FROM AND AGAINST ALL CLAIMS WHATSOEVER AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING AS A RESULT OF THE ACTIONS OR OMISSIONS OF VENDOR'S EMPLOYEES OR AGENTS UPON THE PREMISES OF ORGANIZATION AT ANY EVENT, INCLUDING BUT NOT LIMITED TO BODILY INJURY, INCLUDING DEATH, AND OR LOSS OF PROPERTY.

ORGANIZATION ASSUMES NO LIABILITY FOR LOSSES SUFFERED BY VENDOR OR ITS EMPLOYEES OR AGENTS THAT ARE DUE TO THEFT BY ANY PERSON WHO IS NOT AN EMPLOYEE OR AGENT OF ORGANIZATION.

14. Miscellaneous.

(a) Force Majeure. Neither party shall be liable for any delay or failure in performance under this Agreement resulting directly or indirectly from acts of God or any causes beyond its reasonable control.

(b) Termination. In addition to any other specific termination rights described elsewhere in this Agreement, either party to this Agreement can terminate this Agreement via written notice to the other party, which shall be effective 30 days after notice. In addition, if any party breaches this Agreement and fails to cure such breach within 10 days after written notice of such breach, the non-breaching party may terminate this Agreement.

(c) Survival. The provisions of Sections 1, , 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 of this Agreement shall survive any termination of this Agreement.

(d) Entire Agreement; Successors and Assigns. Except as otherwise expressly stated in this Agreement, this Agreement (including the Exhibits attached hereto which are hereby incorporated herein) constitutes the entire agreement between Provider and Organization relative to the subject matter hereof, shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors and assigns, and, subject to the following sentence, shall inure to the benefit of said parties. Neither party may assign or otherwise transfer or delegate any of its rights or obligations under this Agreement without the written consent of the other party.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles thereof..

(f) Jurisdiction. Each party irrevocably consents to the jurisdiction of the courts of the State of Illinois and the federal courts situated in the State of Illinois, in connection with any action arising from or relating to this Agreement.

(g) Construction. The headings of the sections of this Agreement are for convenience and shall not by themselves determine the interpretation of this Agreement. This Agreement shall be deemed to have been jointly negotiated and drafted by the parties hereto.

(h) Notices. Any notice required or permitted to be given to any party hereunder must be given in writing by overnight courier, first class U.S. mail, facsimile transmission, or email to the party's designated contact person at the address, fax number or email address shown below, or such other contact person, address, fax number or email as is subsequently provided to the other party hereto by written notice.

If to Organization: _____

Its (Title): _____
Fax: _____
Email: _____

If to Provider: Snap Solutions, LLC
PO Box 5076
Vernon Hills, IL 60061
Attention: Manager
Fax (847) 513-6464
Email: contract@donationx.org

(i) Amendment. Except as otherwise provided in this Agreement, this Agreement may be amended only by a written instrument signed by both parties.

(j) Waiver. No waiver of any kind under this Agreement shall be deemed effective unless contained in a writing signed by the party charged with such waiver, and no waiver of any right arising from any breach or failure to perform will be deemed to be a waiver or authorization of any other breach or failure to perform or of any other right arising under this Agreement.

(k) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect, impair or render unenforceable any other provision hereof. It is intended that each provision herein which is found to be invalid or unenforceable as written be valid and enforceable to the fullest extent possible.

(l) Counterparts. This Agreement may be executed in any number of counterparts and by facsimile, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

15. Transactions.

(a) Organization hereby grants Provider the authority to receive Revenue on Organization's behalf, and to do all other things deemed necessary or appropriate by Provider in performance of Provider's obligations under this

Agreement, and consents to the use of Organization's name, logos, marks, and posted information on the Website as contemplated under this Agreement. Organization further consents to Provider's use of Organization's name in Provider's promotional materials for purposes of citing Organization as a client of Provider.

(b) Cancellations, Credits and Chargebacks. Provider shall not initiate any credits or refunds to any Purchaser without Organization's prior written authorization by e-mail or fax. Provider reserves the right to require, solely at its discretion, fax authorization with signature by Organization for specific credits or refunds. Provider charges a refund fee of \$20, for each cancelled, credited or refunded transaction that it processes at Organization's request. All credit card transaction cancellations, credits, refunds and chargebacks (and associated fees) relating to any Transaction shall be charged back to the Organization.

(c) Confirmation. Organization shall accept, honor and fulfill all Transactions obtained through the Website or otherwise with Provider's assistance. Upon credit card processing authorization of each Transaction, the Website will generate a transaction confirmation with a unique customer number and a confirmation number. Verification of Purchaser's name, address, number, membership status and/or confirmation number prior to honoring the Ticket is the responsibility of Organization.

(d) Information Entry. Provider will not be responsible for errors made by any Purchaser or Organization in inputting any Purchaser's credit card information or any other information relating to any Transaction. Organization shall be responsible for all errors made by Organization in inputting any Purchaser's credit card information or any other information relating to any Transaction.

16. Revenue. Subject to Provider's rights to deduct and keep Revenue as described above, Provider will forward all Revenue received by Provider to Organization on a weekly basis (notwithstanding any other provision of this Agreement), for transactions submitted in the previous 5-9 business days. Payments will be made by Electronic Fund Transfer.

This agreement is electronically signed and executed by completing the submission for account creation.