DONORPATH, INC.
MASTER SUBSCRIPTION AGREEMENT

IMPORTANT: READ THIS ENTIRE MASTER SUBSCRIPTION AGREEMENT, THE TERMS OF SERVICE, AND THE PRIVACY NOTICE CAREFULLY BEFORE ACCEPTING THE TERMS OUTLINED HEREIN. WE ADVISE USER TO PRINT AND KEEP A COPY OF THIS MASTER SUBSCRIPTION AGREEMENT FOR USER’S RECORDS.

This MASTER SUBSCRIPTION AGREEMENT (the “MSA”) is entered into by and between DonorPath, Inc. (“DonorPath”) and you (“User”), and becomes effective at the time User accepts its terms by affirmatively checking the box and creating a User Account (the “Effective Date”). For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RELATIONSHIP TO OTHER AGREEMENTS. The Terms of Service (the “TOS”) between DonorPath and User, and the “Privacy Notice” are fully incorporated herein by reference. The MSA, the TOS, and the Privacy Notice are collectively referred to hereinafter as the “Agreements,” and collectively govern and control User’s access to and use of DonorPath’s software as a service platform (the “Site”), including coaching services provided to User by fundraising “Experts” (as hereinafter defined and, together with the Site, the “Service”). Capitalized terms used herein, but not otherwise defined, shall have the meaning given to them in the TOS.

2. SUBSCRIPTION; SUBSCRIPTION FEES. User shall subscribe for the Service by submitting a completed order form and payment information on the Site (the “Order Form”), that will more fully set forth the details of the Service to which User subscribes along with the subscription fees associated with the Service (the “Subscription Fees”). Subject to the terms of the Agreements and User’s timely payment of the Subscription Fees, DonorPath will make the Service available during the “Term” (as hereinafter defined).

3. TERM AND TERMINATION. The Agreements shall begin on the Effective Date and continue unabated until notification of intent not to renew is provided to the other Party by either DonorPath or User in accordance with this Section 3 (the “Term”). User may terminate the Agreements at any time by providing written notice to DonorPath. DonorPath may terminate the Agreements in the event User breaches any term of the Agreements, including non-payment of the Subscription Fees, at any time after such breach by providing User with written notice of such breach and DonorPath’s decision to terminate. Upon termination of the Agreements, User shall have no further rights to access or use the Service, and, except for a termination by User as a result of DonorPath’s material breach of the Agreements, DonorPath shall be entitled to all of the fees, including, without limitation, the Subscription Fees, collected and due under this Agreement. In the event of User’s termination due to DonorPath’s material breach of the Agreements or pursuant to Section 11, DonorPath shall refund the pro rata portion of any unearned Subscription Fees paid by User to DonorPath under this Agreement for the terminated portion of the Term.

4. DONORPATH’S OBLIGATIONS. DonorPath grants User, during the Term, a limited, non-exclusive, and non-transferable license (without the right to sublicense) to access
and use the Service solely in connection with User’s own internal business operations, and otherwise in accordance with the terms of the Agreements. The terms of the Agreements shall also apply to all updates and upgrades for the Service provided by DonorPath to User. As part of its ongoing mission to improve the Service and User’s use thereof, DonorPath may update the functionality and user interface of the Service from time to time, in its sole discretion, and in accordance with the terms of the Agreements.

5. User’s Obligations. During the Term, User shall: (i) comply with all of the terms of the Agreements; (ii) reasonably assist DonorPath in facilitating and expediting the data conversion process associated with the Service; and (iii) promptly notify DonorPath of any and all problems or issues encountered by User with respect to the Service and User’s access thereto and use thereof, including, without limitation, bugs, errors, or limitations on usability observed by or reported to User.

6. Representations and Warranties. User hereby represents and warrants that: (i) User has the legal capacity, the legal competency, and the requisite authority to enter into, execute, deliver, and perform the Agreements; (ii) User is a tax-exempt organization with a determination letter to that effect from the Internal Revenue Service (e.g., a 501(c)(3) organization); (iii) User’s entrance into, execution, delivery, and performance of the Agreements do not and will not violate any local, state, national, or international codes, laws, ordinances, rules, and regulations or any right of any third party (contractual, legal, or otherwise); and (iv) User has not and will not, during the Term, enter into any agreement or contract, either written or oral, which is or may be in conflict with the Agreements or any terms and conditions hereof.

7. Fundraising Coaching Services and Disclaimer of Warranty. As part of the Service, DonorPath provides fundraising coaching to User from development professionals engaged by DonorPath as independent contractors (“Experts”). DonorPath screens Experts and obtains representations and warranties from Experts regarding their qualifications and fitness to provide fundraising coaching to User. DONORPATH DOES NOT INDEPENDENTLY VERIFY THE QUALIFICATIONS, LICENSURE, OR STATE FUNDRAISING COUNSEL REGISTRATIONS OF EXPERTS, AND DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES ASSOCIATED WITH THE ACTIVITIES UNDERTaken, OR ADVICE RENDERED, BY EXPERTS. DONORPATH AND EXPERTS SHALL NOT AT ANY TIME SOLICIT FUNDS, ASSETS, OR PROPERTY FOR CHARITABLE PURPOSES, OR RECEIVE OR CONTROL FUNDS, ASSETS, OR PROPERTY SOLICITED FOR CHARITABLE PURPOSES, OR ENGAGE ANY COMPENSATED PERSON TO SOLICIT, RECEIVE, OR CONTROL FUNDS, ASSETS, OR PROPERTY FOR CHARITABLE PURPOSES ON USER’S BEHALF. USER HAS SOLE CONTROL AND APPROVAL OVER THE CONTENT AND FREQUENCY OF ANY SOLICITATION. USER FURTHER ACKNOWLEDGES AND AGREES THAT THE AGREEMENTS DO NOT CREATE A DIRECT BUSINESS RELATIONSHIP OR CONTRACT BETWEEN USER AND ANY EXPERT, AND THAT DONORPATH IS NOT A PARTY TO ANY CONTRACTS WITH USER OTHER THAN THE AGREEMENTS.

8. Email and Notices. DonorPath’s email address for communication and notice purposes relating to the Agreements is info@donorpath.org. User’s email address for
communication and notice purposes relating to the Agreements shall be the email address provided in User’s User Account. User hereby agrees to accept emails from DonorPath at User’s email address. DonorPath may provide any and all notices, statements, and other communications to User through User’s email address, posting such notice, statement, or other communication on the Service (or other electronic transmission), or by mail or express delivery service to the address provided for in User’s User Account. In addition, DonorPath may rely and act on all information and instructions provided to DonorPath from User’s email address. Any notices sent by mail shall be by certified mail, return receipt requested, and shall be deemed received and effective upon the expiration of five calendar days from the date of mailing.

9. **Governing Law; Alternative Dispute Resolution.** This Agreement, and any subsequent modifications, shall be deemed executed and delivered in the State of Illinois and shall be governed and enforced by and interpreted in accordance with the laws of the State of Illinois without giving effect to its conflicts of law rules and principles. ANY DISPUTES UNDER THIS AGREEMENT THAT CANNOT BE RESOLVED BY NEGOTIATIONS BETWEEN THE PARTIES SHALL BE SUBMITTED TO MANDATORY MEDIATION UNDER GENERAL GOOD FAITH STANDARDS OF MEDIATION. IF MEDIATION DOES NOT RESULT IN A MUTUALLY AGREEABLE SOLUTION, THEN THE DISPUTE WILL BE SOLELY DETERMINED BY FINAL AND BINDING ARBITRATION AND THE PARTIES AGREE TO BE BOUND BY THE FINAL AWARD OF THE ARBITRATOR.

10. **Successors and Assigns.** The rights, duties, and obligations under the Agreements may not be assigned, delegated, or assumed without the prior written consent of the other Party; provided that, DonorPath may assign this Agreement to a successor in interest without the written consent of User and nothing herein shall cause a termination of the Agreements upon the acquisition, reorganization, or merger of DonorPath. The Agreements shall be binding upon and shall inure to the benefit of the Parties and their successors or permitted assigns.

11. **Modification.** DonorPath may modify the Agreements from time to time during the Term and will notify User of any modification in accordance with the terms of Section 8 above; no oral modification shall be effective. If the modification has a material adverse impact on User and User does not agree to the change, User may terminate the Agreements and receive a pro rata refund pursuant to Section 3 above.

12. **Miscellaneous.** The Agreements constitute the entire agreement between the Parties and supersede all previous understandings and agreements between the Parties, whether oral or written. The headings used in the Agreements are for convenience only, have no legal effect and in no way limit the scope of the Agreements. The invalidity or unenforceability of any clause or provision hereof shall in no way affect the validity or enforceability of the remainder of the Agreements. Failure by DonorPath to insist upon User’s compliance with any provision hereof shall not constitute a waiver by DonorPath of its right to enforce such provision.

USER ACKNOWLEDGES THAT USER HAS READ THE AGREEMENTS. TO ACCESS AND USE THE SERVICE, USER MUST AGREE TO BE BOUND BY THE TERMS OF THE AGREEMENTS BY CHECKING THE BOX ON THE ORDER FORM PAGE. IF USER
DOES NOT AGREE WITH AND ACCEPT THE TERMS OF THIS AGREEMENT, THEN USER MAY NOT ACCESS OR USE THE SERVICE.