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DYNAMIC INTERNET SOLUTIONS DONORTRAK TERMS OF SERVICE

Introduction:
This document outlines the Terms of Service for using DonorTrak. The agreement is between the organization that signs up to use DonorTrak for their Donor Management (the 'Subscriber') and Dynamic Internet Solutions, LLC (the 'Provider'). The goal of this document is to outline the expectations and acceptable use of DonorTrak.

Use of DonorTrak does not require a long-term contract. This agreement is year-to-year.

1. Purpose of Agreement:
Subscriber desires to utilize Provider's donor management system for the purpose of organizing, connecting with donors and tracking their donations. Provider will provide services according to the terms and conditions set forth in this Agreement.

2. Services to be Provided:
Provider agrees to provide Subscriber with administrator access to DonorTrak for the purpose of managing the Subscriber's donations. DonorTrak will provide a stand-alone management system to operate this application on the Internet.

3. Payment:
Subscriber agrees to pay an annual subscription as stated in the agreement. The Subscriber's annual fee is determined by number of students enrolled in the subscriber's school or the size of their organization. Provider reserves the right to suspend or discontinue service for any Subscriber who is more than 30 days past due for services rendered, without notice and in the sole discretion of the Provider.

4. Termination:
Provider reserves the right to terminate service for any Subscriber who infringes or violates any terms of service provided in this agreement, without notice and in the sole discretion of the Provider.

5. Subscriber Obligations:
The Subscriber agrees to use the system as defined by this agreement. The Subscriber recognizes that the Provider is restricted by applicable law and website standards of usage, including without limitation certain restrictions contained in this agreement. The Subscriber therefore agrees to the following:

- The Subscriber's organization is a registered not-for-profit organization and can provide necessary documentation if required to do so.
- All content uploaded to the Subscriber's copy of DonorTrak is the property of the Subscriber's organization, or the Subscriber has obtained official permission from the content's rightful owner to use this data.
- The Subscriber will adhere to all Federal, State, and Local laws concerning the collection and dissemination of personal information taken from users through Subscriber's site.
- Will not use any of DonorTrak to send unsolicited emails, otherwise known as spamming.
- Will not post any content that is considered illegal under the law.
- Will not post any content that can be considered obscene, profane, libelous, or racist in nature.
- Will not post any content that is pornographic.
- Will not post any programs or files that are protected by copyrights against duplication.
- Will not post any programs that are malicious in nature, i.e. virus, worm, etc…

6. Ownership:
The System – The Provider owns all rights to all files, technology, and branding that comprises the DonorTrak application. This includes any enhancements or upgrades that the Subscriber may pay for.

The Content - The Subscriber owns any content and/or data that is input using DonorTrak. The Subscriber is therefore liable for all content on the site.

Both the Provider and the Subscriber agree to protect the information and rights each has in regards to The System and The Content. The Subscriber further agrees that DonorTrak, its structure and applications, are the sole property of Dynamic Internet Solutions, LLC and that the Subscriber will not use

its own access or give access to any third party to view DonorTrak to reverse-engineer any portion, in part or in whole, of the DonorTrak.

7. Limited Warranty and Liability:
DonorTrak is provided 'as is' without any warranties. Dynamic Internet Solutions, LLC is not liable for any network, hardware, or software failures. If a Subscriber is dissatisfied with the service, the Subscriber can cancel the service with written notification to the Provider. The Provider will not refund the service fees for any prepaid amounts. Other than the foregoing, no warranty is made by Dynamic Internet Solutions, LLC regarding any information, service or product provided through, in connection with, or located on the computers of Dynamic Internet Solutions, LLC, and Dynamic Internet Solutions LLC hereby expressly disclaims any and all warranties, including without limitation: (i) any warranties as to the availability, accuracy, or content of information, products, or services, and (ii) any warranties of merchantability or fitness for a particular purpose.

The Subscriber agrees that under no circumstances shall the Provider or its agents or employees be liable for any loss, cost, expense, or damage to Subscriber in an amount that collectively exceeds the annual DonorTrak service fee paid to the Provider. The Subscriber acknowledges and agrees that the Provider and its agents and employees shall not be liable to the Subscriber for any indirect, incidental, punitive, exemplary, special, consequential damages or similar damages, including any lost profits or lost data arising out of the use or inability to use the DonorTrak management system even if the Provider has been advised of the possibility of such damages.

8. Prohibition of Illegal Content and Activity:
Subscriber agrees to abide by all copyright, obscenity, and other laws governing content of publications in the United States of America and the and the State of Wisconsin or other applicable jurisdictions. Furthermore, Subscriber agrees that Provider shall in no way be liable or held legally accountable for the content of Subscriber's materials or information stored on or transmitted from Provider's computers. If, in the opinion of Provider's legal counsel, Subscriber's materials or information violate federal or state law, said materials may be removed or the DonorTrak account will be shutdown without warning or compensation.

9. Agreement Period:
This agreement is in force as long as Subscriber is using Provider's services. Either party may terminate this agreement by giving 30 days' advance written notice to the other party. If neither party provides the other with a 30-day advance written notice of intent to terminate this agreement, it shall be automatically extended for the next year under the same terms of this agreement. This requirement of written notice shall not apply to termination of service by Provider in case of either late or non-payment as described in section 3 above, or of illegal activity as described in sections 5 and 8 above.

10. Termination of Agreement:

   a. Each party has the right to terminate this Agreement upon 30 days' written notice to the other party.
   b. Upon termination of this Agreement for any reason, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of termination. However, any termination of this Agreement shall not relieve Subscriber from the obligation to pay Provider for services rendered prior to receipt of the notice of termination and for work performed or hours reserved for Client during the 30 day termination notice period.

11. General Provisions:

   a. This Agreement is the sole and entire Agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements and documentation relating to such subject matter. Dynamic Internet Solutions, LLC reserves the right to make amendments to this agreement at its sole discretion.
   b. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
   c. This Agreement will be governed by the laws of the State of Wisconsin.
   d. This Agreement does not create any agency or partnership relationship.
   e. This Agreement is not assignable by either party without the prior written consent of the other.