

OTF™ SOFTWARE SERVICES AND LICENSING AGREEMENT

SUMMARY OF BASIC TERMS

This Software Services and Licensing Agreement (this “Agreement”) is entered into by OnTime Fundraiser, Inc. (“OTF”) and the “Licensee”.

Licensee’s “Service” shall include the features as described at <http://www.OnTimeFundraiser.com> , depending on whether Licensee has chosen the Basic Service or Deluxe Service, as well as any additional features Licensee pays for.

The “Effective Date” of this Agreement is the date the Licensee submits payment to OTF for Licensee’s Service.

This Agreement is comprised of this Summary of Basic Terms (this “Summary”), the attached Terms & Conditions, and all documents referenced herein and Exhibits hereto. By signing up online and submitting payment, Licensee acknowledges having read this Agreement in its entirety and agrees to be bound by this Agreement.

For any questions regarding this agreement, contact OnTime Fundraiser at:

Phone: 786-282-7599

Email: info@OnTimeFundraiser.com

Mailing Address:

12555 Biscayne Blvd
Suite #888
Miami, FL 33181

TERMS & CONDITIONS

These Terms and Conditions (these “Terms”) are made as of the Effective Date by and between OTF and Licensee. Capitalized words or phrases in these Terms shall have the meaning ascribed to them when introduced or as defined in Section 19.

1. Services to be Provided

- 1.1 Services. Subject to the terms and conditions of this Agreement, OTF will provide Licensee with the Services included in its Service for the Term. Licensee’s Service is set forth on the Summary.
- 1.2 Client Support. Subject to the terms and conditions of this Agreement, OTF will provide Client Support to Licensee.
- 1.3 License. Subject to the terms, conditions and restrictions in this Agreement, OTF hereby grants to Licensee a non-exclusive, non-transferable, fee-bearing limited license to: (i) access the Program providing the Service located on OTF’s server or the server of a designated third party provider; (ii) input, upload, download, display and otherwise use the Data, Content, and System, all in the normal course of operation of the Program.
- 1.4 Enhancements. Subject to the terms and conditions of this Agreement, Regular Enhancements are provided to Licensee without additional charge. Should the Parties agree to have OTF develop Client-Driven Enhancements, the terms, conditions, scope, cost, and scheduling of such will be specified in a separate, signed agreement between the Parties. The license and terms of use for any Client-Driven Enhancement(s) will be the same as those for the existing Services and Program.
- 1.5 New Modules or Add-Ons. From time to time, OTF may make available to Licensee additional services, features, and/or functionalities that OTF may market as new Modules and/or Add-Ons. These new Modules and/or Add-Ons will not subject functionalities included in Licensee’s Service to additional costs, but may offer new functionalities at additional cost. Licensee may add new Module(s) and/or Add-Ons to its Service by submitting an order form to OTF.
- 1.6 Internet Access. In order to use the Services, Licensee must obtain access to the Internet and pay any service fees associated with such access. Licensee shall be solely responsible for all costs it incurs to access the System and use the Services.

2. **Payment**. During the Initial Term, Licensee will pay OTF for the Services and for any other charges in accordance with the pricing schedule set forth in Exhibit A. The fees applicable to any Successive Term shall also be in accordance with the pricing schedule set forth in Exhibit A, unless, at least thirty (30) days prior to the expiration of the then current Term, OTF provides Licensee with written notice of a new schedule of fees applicable to the upcoming Successive Term.

3. Service Security

- 3.1 Systems Security. OTF operates an information security program designed to protect Licensee’s Confidential Information utilizing policies and technologies which are industry standard as of the Effective Date.
- 3.2 Usage Security. Access to the Licensee’s System is password-protected. Licensee is responsible for selecting Strong Passwords and maintaining the confidentiality of its login(s) and password(s).

4. Licensee Responsibility for Content and Use of Services

- 4.1 Responsibility for Content and Use of System and Services. Licensee understands and agrees that, under this Agreement, OTF is an interactive Internet computer service, and Licensee is an information content provider. Recognizing the global nature of the Internet, Licensee is solely responsible for ensuring that Content and Licensee’s use of the System and Services complies with all applicable national and international laws, statutes, regulations, rules, and ordinances (collectively “Laws”). Moreover, Licensee is solely responsible for any and all damages that flow from Licensee’s use of the System and Services including, without limitation, the failure of Content to comply with said Laws.
- 4.2 Licensee’s Content. Licensee must evaluate, and, as between the parties, bear all risks associated with, the use of any and all Content by others, including any reliance by others on the accuracy, completeness, legality, or usefulness of such Content.
 - 4.2.1 Member-Contributed Content If Licensee allows third parties to contribute Content, Licensee warrants that it has published a posting policy advising such third parties about the acceptability and legality of different kinds of material.
 - 4.2.2 Suspect Content. While OTF does not pre-screen the Content, OTF shall have the right (but not the obligation), without being in any way liable to Licensee, and subject only to the notice provision of Section 4.3, to remove Suspect Content from the Service and/or System and to terminate the distribution of any associated message(s). In recurrent cases, OTF shall have the right, without being in any way liable to Licensee for such termination, to terminate this Agreement without the need for the thirty (30) day notice as described in Section 12.2.
- 4.3 Notice of Removal. In the event that OTF removes Suspect Content from the Service and/or System, or terminates the distribution of any of Licensee’s email messages or faxes, OTF shall provide written notice (via email, fax, or mail) to Licensee indicating, where applicable, OTF’s basis for classifying the Content as Suspect and its basis for engaging in any such removal actions.
- 4.4 No Malware. Licensee will exercise diligent care to ensure that the Content does not contain any program,

file, or code that performs malicious actions on a target system without the user's express consent, such as viruses, worms, trojans, browser hijacks or any other form of malicious software.

5. Rights to Content

5.1 License to the Content and Marks in order to Provide the Services. By submitting Content to OTF for inclusion in the System and Services, Licensee grants OTF a worldwide, royalty-free, non-exclusive license to reproduce, distribute, and publish that Content as necessary to provide the Services. To the extent that the Content or System includes the Marks, Licensee grants OTF a worldwide, royalty-free, non-exclusive license to reproduce, distribute, display and publish its Marks as a component of the Content.

6. Licensee Data

6.1 Data Usage. Licensee agrees not to give or sell its Data to third parties without the express written permission of OTF.

6.2 Data Ownership. Licensee owns its copy of the data entered into the System by Licensee. OTF owns the copy that resides within the System.

7. Sensitive Member-Level Data

7.1 Identity Theft Prevention. Federal and state statutes and financial payment networks define specific types of Member-Level Data as "Sensitive" and require a high level of security protection for such data in order to prevent identity theft. Therefore, Licensee expressly agrees as follows:

7.1.1 Personal Identifiers. Licensee represents and warrants it will not store social security numbers or driver's license numbers as part of its records anywhere on the OTF system or request such information from third parties on any OTF webform page.

7.1.2 Credit Card Number or other Financial Account Identifiers.

7.1.2.1 As necessary, OTF (i) will store credit card numbers in an encrypted form in OTF's database only as required to fulfill financial transactions as part of the Services provided to Licensee and (ii) will only display the last four digits of credit card numbers on member web pages or confirmation emails. OTF represents that it complies with payment card industry data security standards.

7.1.2.2 Licensee is solely responsible for maintaining the confidentiality of cardholder information if Licensee downloads credit card numbers to remote systems or fulfills its own fundraising transactions. Licensee represents that it complies with payment card industry data security standards.

7.2 Legal Requirements. In order to respond to legal requirements that may arise from time to time, OTF may

require that Licensee modify its data policies to comply with new statutory or regulatory obligations at any time during this Agreement.

8. Privacy Policy and Permission-Based Email Requirements

8.1 Privacy Policy. Licensee shall use the tools provided by OTF to conspicuously post a copy of its privacy policy (or a hyperlink to it) on every OTF webform page where Licensee requests Member-Level Data from visitors. Licensee's privacy policy shall describe the types of personal information Licensee collects, how Licensee uses such information, whether such information is shared with third parties, and how any third parties use shared information. Licensee is solely responsible for ensuring that its privacy policy complies with all relevant legal requirements associated with its audience. Licensee warrants it will comply with all terms of its posted privacy policy.

8.2 Opt-in Warranty. Licensee warrants that it will use the Services to communicate via email only with individuals who have given their affirmative consent to receive such communications. Affirmative consent is provided when an individual takes a positive action to add their email address to the Licensee's System or to confirm their inclusion in the Licensee's System. Such consent can be obtained online, via webforms where individuals opt-in to the Licensee's System, or offline, as a component of Licensee's membership or other recruitment processes.

9. Terms of Use

9.1 Terms of Use. Licensee agrees to abide by the terms of use that are published online at www.OTF.com.

9.2 Legal Requirements. In order to respond to legal requirements that may arise from time to time, OTF may require that Licensee comply with modified or additional terms of use that are applicable to email messaging, fax messaging, and/or fundraising at any time during this Agreement. OTF shall provide Licensee with email notice of any modification or addition to its online terms of use.

10. Branding, Links, Publicity, Press

10.1 Branding and Advertising. OTF shall have the right to insert, at the bottom of each email sent by the Service, and at the bottom of each page of the System, a hyperlinked image or short slogan connoting that OTF provides the Service (such as "Powered by OTF" or "Powered by OTF" logo or tagline). OTF shall also have the right to include on pages of the System banner ads.

10.2 License to the Content and Marks for OTF Marketing. Licensee grants OTF a worldwide, royalty-free, non-exclusive license to reproduce, distribute, and publish the Content and Marks in OTF's corporate marketing materials.

10.3 Events. Should Licensee be substantially involved in the organizing and hosting of any event on the subject of constituency management, voter file management, or online communications at any time during the Term, then OTF shall be entitled to send up to three (3) representatives to attend such event, free of charge. At such event, if it is reasonably feasible for Licensee to

do so, Licensee shall provide OTF with one (1) space such as a table or booth, as well as such electricity, Internet connectivity, etc., as may reasonably be required to display OTF's services. In addition, if it is reasonably appropriate for Licensee to do so, Licensee will provide OTF's representative with an opportunity to give a spoken presentation at the event.

- 10.4 Press. The Parties agree to cooperate in creating and publicizing one (1) press release announcing the signing of this Agreement and/or Licensee's use of the Services.

11. OTF Proprietary Rights

- 11.1 Rights to the Service. Except for the limited licenses granted to Licensee herein, as between the parties, OTF has, shall have and shall retain all rights, title and interest, including, without limitation, all intellectual property rights in and to the Service, and any and all products, graphic designs, software, documents, Programs and other materials related thereto. Licensee acknowledges and agrees that the Service and System and any software used in connection therewith contain proprietary and Confidential Information of OTF that is protected by applicable intellectual property and other laws. All rights to the Service, System, and any materials related thereto not expressly granted to Licensee in this Agreement are reserved by OTF.

- 11.2 Prohibited Activities. Licensee may not use the Service or System in any manner not expressly authorized by this Agreement.

11.2.1 No Unauthorized Use. Licensee agrees not to modify, copy, adapt, translate, assign, rent, sublicense, lease, loan, sell, distribute, or create derivative works based on, the Services or System, in whole or in part. Licensee shall not reverse engineer, reverse assemble or otherwise attempt to discover the Program providing the Service.

11.2.2 No Unauthorized Access. Licensee agrees not to allow or facilitate unauthorized access by any third party to the Services or System via use of Licensee's user accounts or passwords, and assumes sole responsibility for any harms that flow from Licensee's allowing or facilitating such access. Licensee also agrees not to obtain access to the Services or System by any means other than through the interfaces provided by OTF.

11.2.3 Access by Licensee's Agents. Licensee must submit a written request to OTF if it requires a third-party to access the Services as its agent. OTF retains the right to deny such requests at its sole discretion and may require the agent to execute a confidentiality and non-disclosure agreement prior to granting access.

12. Term and Termination

- 12.1 Term. This Agreement shall come into effect on the Effective Date.

- 12.2 Termination. Either party may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to the other party, given at any time during

the term of this Agreement, with such termination effective on the last day of such notice period.

- 12.3 Access Following Termination. In the event of termination, OTF will promptly transfer to Licensee its Data in an industry standard format. Licensee agrees that upon termination of this Agreement, OTF will deactivate the Content and System and all related information and files in the System and bar any further access to the System or the Service. Licensee agrees that OTF shall not be liable to Licensee or any third party for any termination of Licensee's access to the System or the Service or for damages arising out of any party's reliance on the continued availability of the Content.

- 12.4 Fees. Upon termination of this Agreement, all fees accrued under this Agreement for Services delivered through the date of termination shall remain due and payable in accordance with the terms hereof.

13. Confidential Information

- 13.1 Proper Use. Neither Party shall use any Confidential Information disclosed to it by the other Party for any purposes other than those expressly contemplated by this Agreement. Neither Party will disclose any Confidential Information to its employees other than those who need it for the purposes contemplated by this Agreement. Neither Party will disclose any Confidential Information to any third party without the other Party's express prior written permission. Each Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure of Confidential Information. Such measures shall include the degree of care that such Party utilizes to protect its own Confidential Information of a similar sensitivity, but no less than a reasonable level of care. Each Party agrees to notify the other in writing of any misuse or misappropriation of Confidential Information that may come to its attention.

- 13.2 Allowable Disclosure. Notwithstanding any provision of this Agreement to the contrary, each Party may disclose Confidential Information of the other Party to the extent it is required to be disclosed pursuant to a valid order or requirement of a governmental agency or court, provided that the owner of the Confidential Information shall be given reasonable notice of the pendency of such an order or requirement.

14. Indemnity

- 14.1 Licensee. Licensee agrees to defend, indemnify and hold harmless OTF and its officers, agents, partners, and employees (collectively, the "OTF Indemnitees"), from and against any and all damages, liabilities (including reasonable attorney fees), expenses, or costs (collectively, "Costs"), incurred by or assessed against the OTF Indemnitees arising out of or in any way related to claims, actions or proceedings (collectively, "Claims") pertaining to (i) any use of the Service by Licensee or any of its Members, (ii) any breach by Licensee of its obligations under this Agreement, or (iii) any violation of Laws or the rights of any third party (including, without limitation, intellectual property rights) by Licensee or any of its Members. OTF shall promptly notify Licensee in writing of any Claim for which Licensee may have obligations hereunder. Licensee shall have exclusive

control of the defense of any such Claim, including choice and direction of any legal counsel; provided, however that Licensee shall not settle any Claim in such a way that may have any adverse effects on OTF. OTF may not settle or compromise any such Claim without the written consent of Licensee, which consent shall not be unreasonably withheld.

14.2 OTF. OTF agrees to defend, indemnify and hold harmless Licensee and its officers, agents, partners, and employees (collectively, the “Licensee Indemnitees”), from and against any and all Costs incurred by or assessed against the Licensee Indemnitees arising from or related to any third party Claims that Licensee’s use of the Services as provided herein or any portion thereof infringes upon the copyrights, trade secrets or issued patents of any third party. Licensee shall promptly notify OTF in writing of any Claim for which OTF may have obligations hereunder. OTF shall have exclusive control of the defense of any such claim, including choice and direction of any legal counsel. Licensee may not settle or compromise any such claim without the written consent of OTF, which consent shall not be unreasonably withheld.

14.3 Injunction. Should any of the Services become the subject of a claim of infringement, OTF may, at its option, (i) obtain the right to continue to provide the Services via a licensing agreement, (ii) replace or modify the Services so they are no longer infringing, or (iii) if neither of the foregoing options is commercially reasonable, terminate the specific infringing Service and provide Licensee with a pro-rated refund of any pre-paid fees for the terminated Service.

14.4 THE LIMITED REMEDIES PROVIDED IN SECTIONS 14.2 AND 14.3 ARE OTF’S SOLE AND EXCLUSIVE OBLIGATION, AND LICENSEE’S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES OR ANY PORTION THEREOF.

15. General Warranties

15.1 Each Party represents and warrants to the other Party as follows:

15.1.1 Capacity; Authority; Validity. It has all necessary corporate power and authority to enter into this Agreement and perform all of the obligations to be performed by it under this Agreement. This Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on its part and, upon execution by all Parties, will constitute the valid and binding obligation of it and be enforceable in accordance with its terms (except as such enforceability may be limited by equitable limitations on the availability of equitable remedies and by bankruptcy and other laws affecting the rights of creditors generally).

15.1.2 No Consents, Etc. No consent of any person and no consent, license, permit or approval or

authorization or exemption by notice of or report to, or registration, filing or declaration with, any governmental authority is required in connection with the execution or delivery of this Agreement to the other Party.

16. OTF Disclaimer

16.1 Disclaimer. THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND. OTF MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE COMPLETELY UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED, NOR DOES OTF REPRESENT OR WARRANT ANY SUCCESS, RESULT OR OUTCOME FROM LICENSEE’S USE OF THE SERVICE. OTF DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16.2 Internet Disruptions. OTF DOES NOT AND CANNOT CONTROL THE FLOW OF DATA OR CONTENT BETWEEN ITS SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF SERVICES CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT THE FLOW OF LICENSEE DATA OR CONTENT ACROSS THE INTERNET. ALTHOUGH OTF WILL TAKE ALL COMMERCIALY REASONABLE ACTIONS TO ADDRESS SUCH EVENTS, OTF CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, TO THE EXTENT THAT SUCH EVENTS ARISE IN THE ABSENCE OF FAULT BY OTF, OTF DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS, AND LICENSEE ACCEPTS SUCH DISCLAIMER.

17. Limitation Of Liability

17.1 EXCEPTING ONLY A VIOLATION OF SECTION 11.2 OR 13, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER IN ASSOCIATION WITH THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUE, PROFITS, GOODWILL OR BUSINESS; COSTS OF DELAY; COSTS OF LOST OR DAMAGED DATA; INTERRUPTION IN USE OR AVAILABILITY OF DATA OR SERVICES; EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES COULD BE CLASSIFIED AS DIRECT DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL OTF BE LIABLE TO LICENSEE FOR ANY DAMAGES, UNDER ANY LEGAL OR EQUITABLE THEORY, IN EXCESS OF THE FEES RECEIVED BY OTF FROM LICENSEE UNDER THIS AGREEMENT DURING THE TWELVE (12)

MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

17.2 APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PARTS OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE PARTIES HERETO.

18. General Terms

18.1 Waiver or Delay. Any waiver of any kind or character by either Party of a breach of this Agreement must be in writing, shall be effective only to the extent set forth in such writing, and shall not operate or be construed as a waiver of any subsequent breach by the other Party. No failure of either Party to insist upon strict compliance by the other with any obligation or provision of this Agreement, and no custom or practice of the Parties at variance with its terms, shall constitute a waiver of either Party's right to demand exact compliance with the terms of this Agreement. Nor shall either Party's delay or omission in exercising any right, power or remedy upon a breach or default by the other Party impair any such right, power or remedy. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.

18.2 Notice. Any notice required or permitted to be given under this Agreement shall be made in writing, effective upon receipt, and delivered in person by courier service, by certified or registered mail (return receipt requested), by facsimile transmission (with delivery confirmation), or by electronic mail. No official notices under this Agreement other than administrator account modifications, service performance communications, notice of Suspect Content, or requests for Work Orders may be sent via email. Notice to the Parties shall be addressed as set forth on the Summary, unless otherwise specified in writing, from time to time, by either Party.

18.3 Force Majeure. Excepting financial obligations, a Party affected by an event of Force Majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period that its performance of such obligations is prevented by circumstances of Force Majeure; provided that such Party shall have given notice to the other Party as soon as is reasonably practicable and that the Party seeking to rely on this Section 18.3 uses all reasonable efforts to restore performance as soon as possible. During the period that the performance by one Party of its obligations under this Agreement has been suspended by an event of Force Majeure, the other Party may likewise suspend the performance of all or part of their obligations under this Agreement.

18.4 Survival of Obligations. The Parties agree that the provisions of Sections 4.4, 11, 12.3, 12.4, 13, 14, 16.1, 16.2, 17, 18 shall survive any expiration or termination of this Agreement.

18.5 Severability. The provisions of this Agreement are severable and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions or portions

thereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the Parties hereto. Any such invalid, illegal or unenforceable provision, or portion thereof, shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law or applicable court decisions.

18.6 Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of Florida as applied to transactions taking place wholly within Florida between Florida residents without reference to that state's choice of law provisions. The Superior Court of Seminole County, Florida and/or the United States District Court for the Middle District of Florida shall have jurisdiction and venue over all controversies that arise in connection herewith. Notwithstanding the foregoing, either party may take interim action in any jurisdiction to preserve the status quo, prevent disclosure of Confidential Information, protect against misappropriation of intellectual property or to enforce a judgment or other decision.

18.7 Attorneys' Fees. In the event that a dispute under this Agreement is resolved through arbitration or court action, the prevailing Party shall be awarded all court costs and reasonable attorneys' fees incurred.

18.8 Assignment and Successor Entities. Neither Party shall directly or indirectly sell, transfer, assign, convey, pledge, encumber or otherwise dispose of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, OTF may, with prior written notice to Licensee (but not consent), assign or transfer this Agreement to any entity as part of a corporate reorganization, consolidation, merger or sale of assets or stock, provided the surviving entity assumes OTF's obligations hereunder.

18.9 Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. The relationship between the Parties shall at all times be that of independent contractors. Neither Party shall have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either Party except those expressly granted herein.

18.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both parties named in the Summary have duly executed a counterpart of this Agreement.

18.11 Entire Agreement. This Agreement, including documents referenced herein and the Exhibits hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and any and all previous agreements, representations or understandings, whether oral or written, which are inconsistent with or additional to any of the various terms and conditions of this Agreement are hereby canceled, rendered null and void and superseded in their entirety. No agreement or understanding to modify this Agreement shall be binding

upon either party unless agreed to in writing by an employee of each party authorized to bind such party.

- 18.12 Exhibits. All exhibits to this Agreement to which reference is made in this Agreement are hereby incorporated, in full, into this Agreement as an integral part of this Agreement.
- 18.13 Headings/Interpretation. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement. Where the context provides, the singular shall include the plural and terms shall be interpreted as gender neutral. The word "including" shall be read as "including without limitation." No provision of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision. Any capitalized term used in any Exhibit but not otherwise defined therein, shall have the meaning assigned to such term in this Agreement. Unless otherwise specified herein, where one party's consent or approval is required for the actions of the other such consent or approval shall not be unreasonably withheld, conditioned or delayed.

19. Definitions

Capitalized terms in the Agreement shall have the following meanings:

"Add-Ons" means additional services available from OTF for an extra charge. For example, Licensee may opt to utilize fax in addition to email communications.

"Client-Driven Enhancements" means changes made by OTF to the Program to meet specific functional needs of a particular OTF client, with features, schedule, and cost determined by contractual commitments to that client.

"Client Support" means (i) training of Global Administrators in all relevant System functions via online multimedia tutorials and (ii) ongoing access to OTF's online documentation. Authorized Administrators may also contact OTF to obtain assistance with usage questions or bug reports. Client Support is described in Exhibit B.

"Confidential Information" means any information, data, trade secrets, or other business information of either Party (whether disclosed before or after the date of this Agreement), which is designated in writing to the other Party to be confidential or proprietary, or should reasonably be understood as confidential by its nature and/or the circumstances of disclosure. Confidential Information does not include information which (i) is in the possession of the receiving Party at the time of disclosure as shown by the receiving Party's files and records immediately prior to the time of disclosure, or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the receiving Party hereunder, or (iii) is approved by the disclosing Party, in writing, for release.

Confidential Information includes (i) information about OTF products obtained via any password-protected access to Licensee's System (including user interfaces, data models, technical processes and inventions); (ii) information about technical details of service delivery provided to Licensee (including software and hardware infrastructure, security configurations and performance metrics), and (iii) proprietary information about OTF's business provided to Licensee (including product plans, customer lists, product pricing, the contractual terms of this Agreement, and company financial data).

"Content" means all text, music, sound, photographs, graphics, video, messages, visual works and other materials provided by Licensee to OTF for inclusion in the Service or System, or in any way transmitted, sent, or posted using the Service or System by Licensee.

"Data" means member, volunteer, and voter records.

"Effective Date" means the date set forth on the Summary on which this Agreement comes into effect. Set-up and initial Monthly Fees will be invoiced as of the Effective Date.

"Email Message" means any electronic mail message sent using the Services.

"Enhancement" means a reference to either a Regular Enhancement or a Client Driven Enhancement as the context requires.

"Financial Institution" means a bank or financial institution that has agreed to provide one or more Internet Merchant Accounts to Licensee and that uses a processor supported by OTF.

"Force Majeure" means all acts or events beyond the control of a Party (such as, but not limited to, strikes, lockouts, labor disturbances, accidents to equipment, policies or restrictions of governments including restrictions on export, import or other licenses, floods, earthquakes, fire, or other catastrophes, war - whether declared or not, riots, weather conditions, communication line failures, or civil disturbances, or any other contingency whatsoever beyond the control of a Party), existing on or after the Effective Date, that prevent totally or partially the fulfillment of the obligations of a Party.

"Global Administrator" or "Global Administrators" means those individuals that Licensee expressly authorizes to manage its Services. All Global Administrators are provided with password-protected, full access to the System. Only Global Administrators are allowed to contact OTF to obtain assistance with usage questions or bug reports. If other users contact OTF directly, service charges may be incurred at OTF's standard professional service rates.

"Object Code" means the computer code for the Program, substantially or entirely in binary form, which is intended to be directly executable by a computer.

"Party" or "Parties" means either OTF or Licensee individually, as the context requires, or both OTF and Licensee collectively.

“Program” means the computer program required to provide the Services, in both Source Code and Object Code format.

“Regular Enhancements” include changes (upgrades, fixes and new releases) made by OTF to the Program as part of its ongoing product development process. While OTF consults with clients about the features of such Regular Enhancements and distributes descriptions of planned Regular Enhancements via its product roadmap, Regular Enhancements are subject to change, in terms of either functionality or delivery date, at OTF’s sole discretion.

“Service” or “Services” means the online functionalities that OTF provides to Licensee. The scope of the Services is determined by which Modules, Add-Ons and/or additional services Licensee selects.

“Service” means the particular combination of Modules, Add-Ons and/or additional services that Licensee has opted to activate.

“Source Code” means the computer code for the Program, printed out or displayed in human readable form.

“Strong Passwords” means passwords that are at least eight characters long, contain at least one ASCII number and at least one ASCII letter, and have not been used previously by the Administrator in the System.

“Suspect Content” means any Content or use of the System that OTF determines, at its reasonable discretion, may be inappropriate, illegal, tortuous, infringing on the rights of a third party, or harmful to OTF, OTF, or the Democratic Party.

“System” means the capacity in OTF’s electronic file system and database to (i) house the Data and Content, (ii) provide the Service, and (iii) publish the web pages that support the Service.

“Systems Operations” means the following functional components required for the delivery of the Service: (i) Data management services, database administration, data storage, and backup; and (ii) Service delivery, including server hardware and software, firewalls, systems administration, bandwidth provision and reporting.

“Term” means a collective reference to the Initial Term and any Successive Term.

“Transaction” means an authorization, purchase or credit of goods or services over the Internet.

“Work Order” means a written supplement to this Agreement executed by both Parties that authorizes OTF to provide Licensee with specified professional services or training services for additional compensation.

EXHIBIT A – PRICING

I. Billing Procedures

A. Payment Schedule

All payments are made weekly or monthly and will be less the agreed upon fees (%), and shall be made in US dollars by check or bank account and submitted electronically.

B. For the First Invoice

- **Set-up Fees:** Set-up Fees shall be paid on the Effective Date of this Agreement.

C. After the First Invoice

- **Set-up Fees:** Set-up Fees for any services activated after the Effective Date shall be invoiced on the date on which those services are activated.
- **Monthly Fees:** Monthly Fees shall made weekly or monthly and will be less the agreed upon fees (%).
- **Other/Professional Service or Training Fees:** For all services rendered on an hourly basis, fees shall be invoiced to Licensee at the end of the month in which the service was provided.
- **Partner Service Fees:** Partner Service Fees shall be invoiced on the date on which those services are activated or renewed.

II. Other Fees

A. Professional Service Fees

OTF charges a **basic rate of \$100/hour for professional services**. OTF provides two types of professional services:

- **Technical Services:** For smaller projects that require technical programming assistance, but do not require a professional service Work Order. Creation of custom queries is an example of a technical services project. There is a 30 minute minimum for all technical service projects; clients are billed in 30 minute increments at the basic rate. These projects require email authorization from Licensee before they are started.
- **Professional Services:** For larger projects that require technical programming assistance or customized communications and/or marketing. Projects can include custom website, email, or print design, website content migration, creation of content for web and email marketing, and other consulting-related services. Professional Service projects require written approval in a Work Order from Licensee before they are initiated and may be performed on a fixed scope/fixed price basis or on a time & materials basis.

B. Custom Training Fees

OTF charges a **basic rate of \$100/hour for custom training services**. Training can be performed via web conferencing or in person.

- **Custom Training:** Custom trainings are created to address Licensee's unique implementation needs. Costs vary depending on the number of training hours purchased, time spent on custom curriculum or materials development, and travel expenses. OTF will prepare a Custom Training proposal at Licensee's request, which can be added to Licensee's services at any time based upon an executed Work Order.

EXHIBIT B – CLIENT SUPPORT

Licensee will be provided with the following types of Client Support to support use of the Services:

I. Start Up

OTF will set up the Services specified in Licensee's Service by configuring and activating Modules, based on information provided by Licensee. OTF will complete Start Up and deliver Licensee's account login(s) to Licensee.

Start Up also does not include Supplemental or Custom Training.

II. Administrators

Licensee will designate one Primary Account Administrator. All Administrators are provided with password-protected full access to the System and can obtain training via phone or email. Only Global Administrators are allowed to contact OTF for Day-to-Day Support at no additional charge. If other users contact OTF, services provided will be billed at OTF's standard Professional Service rates. The PA will be Licensee's primary point of contact with OTF and also be authorized by Licensee to add or revoke any Global Administrator's access or roles.

III. Included Training

OTF will provide Basic accounts with free, Start-up training on account set-up, Deluxe accounts receive on-going training and response to inquiries.

IV. Supplemental or Custom Training

OTF offers supplemental and/or custom training by OTF client service staff (via phone, web conference or in-person) at the rates specified in Exhibit A. Such training may be purchased at any time by completing a Training Work Order.

V. Day-to-Day Support

Day-to-Day Support includes assistance with usage questions or troubleshooting bugs. For support issues, OTF can be reached via phone at (786) 282-7599, via email at info@onTimeFundraiser.com.

- All requests for Day-to-Day support must come through Global Administrators. Requests for day-to-day support from individuals who are not Global Administrators will be serviced at OTF's basic Professional Service rates.
- In the event of major software/hardware malfunctions, any representative of Licensee is encouraged to contact any representative of OTF to resolve the problem. Such contact will not give rise to any extra charges.