

CAMPUS MANAGEMENT CORP. TALISMA® FUNDRAISING SOFTWARE AS A SERVICE ("SaaS") AGREEMENT

This **TALISMA SOFTWARE AS A SERVICE ("SaaS") AGREEMENT** and the Appendices hereto (the "Agreement") is between customer as listed on the applicable Addenda hereto (the "Customer"), and **CAMPUS MANAGEMENT CORP. D/B/A TALISMA**, a Florida corporation, having its principal place of business at 5201 Congress Avenue, Boca Raton, Florida 33487 (hereinafter "Talisma"). For purposes herein, "Addendum" means any Engagement Confirmation or amendment hereto.

1. DEFINITIONS

- 1.1. "Talisma Software as a Service ("SaaS")" shall mean the hosted service for the Talisma Software provided by Talisma and subscribed to by Customer pursuant to this Agreement.
- 1.2. "Talisma Proprietary Materials" shall mean, collectively, the Talisma SaaS, and any other system or technology used, owned or licensed by Talisma or its affiliates in connection with the provision of the Talisma SaaS, including, without limitation, any related communications/integration network designed, developed or implemented by Talisma or its affiliates, and all software, proprietary elements, documentation, records and other trade secrets or know-how related to any of the foregoing, including but not limited to all copyrights, trademarks, patents, trade secrets and other intellectual property rights inherent therein or appurtenant thereto, and any modifications, enhancements, updates and upgrades thereto owned by Talisma, its affiliates or licensors, designed or developed by Talisma, its affiliates or licensors.
- 1.3. "Talisma Software" shall mean the software set forth in the applicable Addenda made available by Talisma for use by Customer as part of the Talisma SaaS.
- 1.4. "Customer Data" shall refer to the private data contained within the Talisma Software hosted on the Talisma SaaS.
- 1.5. "Go-live" shall mean Customer's first use of the Talisma Software in a production environment.
- 1.6. "Users" shall mean the individuals concurrently logged in or the named individuals, with User IDs who are employed by Customer and authorized to access and use Talisma SaaS, subject to and in accordance with this Agreement.
- 1.7. "User ID" shall mean the unique identification name and password assigned to a User that is required to gain access to the Talisma Software.

2. TALISMA'S RESPONSIBILITIES

- 2.1. Grant of Subscription Rights. During the Term, subject to the terms and conditions of this Agreement (including the schedule set forth in Exhibit A and/or and Addendum), Customer hereby subscribes for, and Talisma hereby grants to Customer, a non-transferable, non-exclusive, limited license for the Users to access and use the Talisma Software via the Customer-supplied Internet connection or proprietary telecommunications line(s) with respect to the Users. The initial number of Users is set forth in the Addendum. Customer may increase the number of Users upon written notice to Talisma and payment at the then applicable rates.
- 2.2. Scope of Service. The Talisma SaaS includes the deployment and administration of the Talisma Software at the Talisma designated hosting center, and monitoring the hosting site communications and hardware availability, subject to and in accordance with this Agreement. Nothing herein shall be

construed to convey any title or ownership interest in the Talisma Proprietary Materials, and Customer acknowledges and agrees that Talisma retains all right, title and interest thereto.

- 2.3. Standards of Performance. Talisma agrees to use due care and act in good faith in its performance of the Talisma SaaS and to provide the service in a professional and businesslike manner and in accordance with standard industry practices.
- 2.4. Data Backup. CMC shall perform a complete backup of Customer Data each night using generally accepted backup procedures ("Backup Data"). The Backup Data shall be maintained at the Talisma SaaS colocation center and shall be retained for up to seven (7) days before being destroyed; provided, weekly, CMC shall make a copy of the Backup Data and store it at an off-site storage location ("Off-site Center"). The Backup Data shall be retained at the Off-site Center for thirty (30) days before being destroyed. Upon Customer request and for no additional charge, so long as Customer is not in default of the Agreement, CMC shall provide a copy of the Backup Data on a monthly basis. For an additional charge, Customer may request a copy of the Backup Data on a more frequent basis. The Talisma SaaS is operated in a manner designated to provide for high levels of system availability. This includes redundancy for all major system components, or where appropriate, equipment supported by manufacturers providing the Talisma SaaS with 24/7/365 service.
- 2.5. Availability of Service. The Talisma SaaS will be accessible to Customer's Named Users 24 hours per day, 7 days a week, except scheduled times for maintenance and updates, of which Customer will be notified in advance, and any Downtime.
- 2.6. Talisma Relationship Manager. Talisma personnel will coordinate and monitor Talisma's obligations under this Agreement (the "Talisma Relationship Manager").
- 2.7. Control of Services. Talisma may, in its sole discretion (a) reengineer Talisma network components and/or change locations where services are performed; (b) perform its obligations through its subsidiaries or affiliates, or through the use of selected independent subcontractors; and (c) modify and/or replace technology or service architectures relating to the Talisma SaaS.
- 2.8. Personnel. Talisma will dedicate personnel necessary to perform its responsibilities hereunder. Talisma reserves the right to determine the personnel assigned to perform the Talisma SaaS and to replace, rotate or reassign such personnel during the Term of this Agreement.
- 2.9. Services Outside Scope. Any services provided outside the scope set forth above shall be identified in a mutually agreeable Professional Services Agreement, subject to Talisma's requirements, including, without limitation, any pricing, payment, and technical requirements. Notwithstanding the foregoing, to the extent any professional services are provided to Customer and a separate Professional Services Agreement has not been entered into, the parties agree the terms and conditions of this Agreement will control unless otherwise agreed upon in writing. From time-to-time, the parties may enter into additional Statements of Work or Change Orders for services. Any changes in federal, state or local requirements, or any Customer specific requirements, including, without limitation, with respect to security or privacy, that result in Talisma providing additional services or incurring costs, shall be billed to and promptly paid by Customer. Talisma reserves the right to refuse to provide certain services in the event Customer's requirements are not practicable or changes in law affect Talisma's performance of obligations hereunder.

2.10. Minimization of Planned Service Disruptions. Whenever conditions reasonably permit, the parties will mutually agree on the scope, timing, frequency and duration of any planned service disruptions or delays and will jointly attempt to minimize any unnecessary impact on Customer's business operations. Routine daily maintenance will be accomplished whenever possible by scheduling between the hours of 10:00 p.m. and 8:00 a.m. ET. In addition, longer maintenance will be accomplished when possible on weekends between the hours of 6:00 p.m. ET Saturday and 8:00 a.m. ET Monday, unless Talisma notifies Customer otherwise.

2.11. Unplanned Service Disruptions. Unplanned service disruptions ("Downtime") may occur from time to time. Talisma will use commercially reasonable efforts to attempt to prevent Downtime that could impact Customer's business operations to the extent such factors are within Talisma's reasonable control; provided, Customer acknowledges that conditions of Client and third parties may affect Customer's use of the Talisma SaaS, for which Talisma shall have no liability or obligations (by way of example and not limitation, Internet disruptions or third party software bugs), although Talisma will attempt to coordinate with Customer as reasonably requested to assist to correct the Downtime to the extent practicable.

2.12. Maintenance and Support. During the Term, and provided Customer is paid in full and in compliance with all provisions of this Agreement, in connection with the Talisma SaaS, Talisma shall render the maintenance and support services set forth in Exhibit B.

3. CUSTOMER RESPONSIBILITIES

3.1. Customer Relationship Manager. Customer will appoint a relationship manager to manage the relationship established by this Agreement (the "Customer Relationship Manager") who will:

3.1.1. Coordinate and monitor Customer's obligations under this Agreement, and serve as the primary liaison with the Talisma Relationship Manager.

3.1.2. Provide communication on such events as the addition or deletion of User accounts and reporting problems with the service.

3.1.3. Provide Talisma with an outage communications plan consisting of the name, telephone numbers including cell number, and email address of Customer personnel to be notified in the event of an outage.

3.2. Connectivity. Customer agrees to provide the high-speed Internet and telecommunications connections and supporting equipment required by Talisma to maintain connectivity between Customer's remote location(s) and the Talisma SaaS location. Customer will bear the costs of such connections and supporting equipment. CMC may assist Customer in procuring and defining such connectivity in which case Customer may, at CMC's discretion, be billed for such professional services.

3.3. Users; Policies. Only licensed Users are authorized to access and use the Talisma SaaS, subject to and in accordance with this Agreement. Customer agrees to adhere, and cause its authorized Users to adhere to CMC's written policies to the extent applicable (e.g., Acceptable Use Policy, E-mail, and Anti-Spam Policies, collectively, the "Policies"), all of which are posted on the CMC web site at <http://www.campusmanagement.com/CampusNetPolicies>, as may be updated from time-to-time.

3.4. Required Printer Drivers. Talisma uses the Citrix universal print driver. Other printers may work, but Customer acknowledges that formatting and functionality may fail on any non-compliant printing

standards or drivers. Customer may require assistance from its authorized printer vendor.

4. SECURITY; COMPLIANCE

4.1. Security. Customer shall comply, and cause all parties with access to its systems to comply, with Talisma's security policies, as set forth in the Policies. Customer agrees to keep, and cause its authorized users to agree to keep all passwords and system access information confidential in order to protect the integrity of the Talisma SaaS and Customer Data.

4.2. Compliance. Customer is solely responsible for its compliance with applicable federal, state and local laws, rules and regulations in the operation of its business, including, without limitation, all applicable U.S. Department of Education rules and regulations, and including, without limitation, its use of the Talisma SaaS. Customer shall implement and maintain adequate measures to comply with security and privacy requirements, as set forth in the Policies, and Customer shall notify Talisma in writing of any Customer specific requirements requested of Talisma. By using the Talisma SaaS, Customer also warrants and represents that it will not use the Talisma SaaS to process or store any personal data (that is any information relating to an identified or identifiable person who can be directly or indirectly identified from the information), to which the General Data Protection Regulation (Regulation (EU) 2016/679) applies.

5. FEES

5.1. Calculation of Pricing for Customer. The pricing for set-up and services is set forth in the Addenda. Customer and Talisma may agree to increase the agreed upon number of Users, subject to payment of then applicable rates.

5.2. Adjustments. Talisma may from time to time adjust the billing rate to account for increased costs associated with providing the Talisma SaaS. Customer grants Talisma the right to conduct an annual review of Customer's usage, and Customer will cooperate with Talisma's reasonable requests and provide access to its systems and records in connection therewith. Customer is responsible under this Agreement to promptly notify Talisma in writing advance of any additions or deletions of Users. Provided, no adjustment in fees shall be made for any decrease in the number of Users. Customer has the right to terminate this Agreement within thirty (30) days of being notified of any fee increase in excess of ten percent (10%) by providing one hundred and eighty (180) days written notice to Talisma of its intent to so terminate.

5.3. Tax Liability. All prices quoted are net of taxes. Customer shall pay all taxes, duties, levies, and other similar charges (and any related interest and penalties) imposed, however designated, as a result of the existence or operation of this Agreement (except for taxes on Talisma's net income). In the event Talisma pays any such amount on behalf of Customer, then Customer shall promptly reimburse Talisma for such amount and any penalties, interest and fees. Talisma shall notify Customer in the event Talisma is reasonably required by law to pay any such amount on behalf of Customer, and if Talisma pays such amount then Customer shall promptly reimburse Talisma. Subject to any applicable laws, the foregoing shall not apply to the extent Customer is formed as a not for profit organization and promptly provides Talisma an applicable tax exempt certificate.

5.4. Additional Services. Any additional services, including, but not limited to, hosting of Customer software, must be agreed in writing in advance and shall be billed at the then current rates and in addition to the charges set forth herein.

6. BILLING AND PAYMENT PROCEDURES

- 6.1. Payment Schedule. Customer will pay to Talisma the fees and expenses as specified in the Addenda.
- 6.2. Billing and Payment Dates. Talisma will bill Customer, and Customer shall pay Talisma in full monthly (or as otherwise stated in the Addenda), in advance via ACH funds to Talisma's designated account. The initial monthly payment shall be submitted with a copy of the executed Addenda. Talisma may assess a late fee on any past due amounts at the lesser of 1.5% per month or the maximum interest rate allowed by law. Other billing and payment terms are set forth in the Addenda. If Customer falls into arrears on payments, Talisma may require Customer to maintain a deposit as a condition to Talisma continuing to provide any services under this Agreement.
- 6.3. Nonpayment. Failure to pay for services by the payment due date may result in interruption of service and Customer agrees to hold Talisma harmless for any interruption of services arising from any payment delay.

7. CONFIDENTIALITY

- 7.1. Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to the other party's and its affiliates' "Confidential Information," which shall include any confidential or proprietary information of a party that is disclosed in any manner and in any media to the other party in connection with or as a result of discussions related to this Agreement, and which at the time of disclosure either (a) is marked as being "Confidential" or "Proprietary", (b) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing party, or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing party. Specifically, Confidential Information includes (i) the existence, terms and conditions of this Agreement; (ii) all types of proprietary technical or business information, including but not limited to data, know-how, formulas, algorithms, processes, designs, drawings, schematics, plans, strategies, specifications, requirements, standards and documentation, reports, pricing, market, marketing or demographic information, software, trade secrets, research, analyses, inventions, ideas and other types of nonpublic information. With respect to Customer, Confidential Information shall also include any and all information transmitted to or stored by Talisma in connection with performance of its obligations under this Agreement, including, but not limited to, personally identifiable information ("PII") of employees or customers of Customer or its affiliates, including name, address, phone number, e-mail address, date of birth, social security number, credit card information, drivers' license number, account numbers, PINs and/or passwords, and any other information that could reasonably identify a person. Talisma's Confidential Information shall include, without limitation, the Talisma Software, Talisma Proprietary Materials, and all data of Talisma and its customers located on or available through the Talisma SaaS, and information provided in the course of performing Services. Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, or (iii) information received by a party from a third party who was free to disclose it. Nothing herein shall prohibit or restrict Talisma from reusing know-how, methodologies, procedures or techniques relating to its products or services, which are learned or developed, in whole or in part, during the course of providing services hereunder, provided Talisma does not disclose the Confidential Information of Customer.
- 7.2. Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any

person or entity, except to its own employees having a "need to know" and to such other recipients as the other party may approve in a signed writing. Customer shall not disassemble, decompile or reverse engineer any of the Talisma Proprietary Materials and any information obtained in violation of this restriction shall be deemed Confidential Information owned exclusively by Talisma. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than due diligence and care. Nothing herein shall prohibit either party from disclosing Confidential Information of the other party if as a matter of law or a valid court order it is required to do so, provided the party compelled to make such disclosure shall first use reasonable efforts to notify the other party so that it may attempt to obtain a protective order limiting disclosure. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

- 7.3. Enforcement. Recognizing that a breach or threatened breach of this Section 7 could result in irreparable harm, for which money damages alone would be inadequate, the disclosing party shall be entitled to equitable remedies, including injunctive relief, in addition to damages available at law.

8. **NON-SOLICITATION.** For any services rendered under the Agreement and for a period of one (1) year thereafter, neither party shall, directly or indirectly, hire or solicit, nor permit its affiliate or contractor to hire or solicit, the services of anyone who is an employee or contractor of the other party or its affiliates or was an employee or contractor of the other party or its affiliates in the six (6) months prior to any solicitation or hiring, without the prior written consent of that party. In the event of a violation of this provision, the non-breaching party may seek preliminary and permanent injunctive relief, without posting bond. Upon the non-breaching party's sole discretion, that party may choose to require the breaching party to pay liquidated damages equal to 35% of the hired or solicited person's annual compensation. Upon the non-breaching Party's receipt of payment, any injunction shall be dissolved and the parties shall have no further obligations under this Section 8. The foregoing shall not prohibit solicitation and hiring through general advertising provided such advertising is not targeted to the other party's personnel.

9. PROPRIETARY RIGHTS

- 9.1. Talisma Proprietary Materials. The Talisma Proprietary Materials are and will remain the property of Talisma and its affiliates, and Customer will have no rights or interest therein, except for the limited license and use rights as expressly provided herein or in other written agreement(s) entered into by the parties. Without limitation of the foregoing, the parties recognize that circumstances may arise in which Talisma may develop, specifically on behalf of or in conjunction with Customer, certain new systems, software and communications capabilities, the ownership of which shall hereby be deemed to remain exclusively with Talisma, except as otherwise may be expressly agreed upon by the parties in advance and in writing.
- 9.2. Return of Proprietary Materials. Upon the termination or expiration of this Agreement for any reason, Talisma shall, at Talisma's election, return materials containing Customer's Confidential Information in Talisma's possession to Customer, or certify to Customer that such materials have been destroyed. The Talisma Proprietary Materials are and will remain Talisma's property and, upon the termination or expiration of this Agreement for any reason, Customer will, at Talisma's election, return such Talisma Proprietary Materials in Customer's control or possession to Talisma, or certify to Talisma that such Talisma Proprietary Materials have been destroyed.

10. TERM AND TERMINATION

- 10.1. Term of Agreement. The term of this Agreement shall commence on the Effective Date as stated in the applicable Addendum and will continue for the period specified therein, unless terminated pursuant to the provisions hereunder (the "Term").
- 10.2. Termination Upon Notice. Customer acknowledges and agrees that if it terminates this Agreement early for convenience it shall surrender any pre-payments and promptly pay the charges as set forth in the Addenda. The parties acknowledge that the foregoing payment is commercially reasonable.
- 10.3. Termination for Breach. If either party materially breaches any of its duties or obligations hereunder, and such breach is not cured within thirty (30) days after written notice of the breach (except that any breach by Customer of the Acceptable Use Policy or Anti-Spam Policy shall be grounds for immediate termination if not cured within five (5) days after written notice) ("Cure Period"), then the non-breaching party may immediately terminate this Agreement. In the event Customer's use of Talisma SaaS violates or is about to violate any Policy, or otherwise, in the reasonable opinion of Talisma, risks damaging or disrupting the systems or data of Talisma or its customers, or if Talisma is otherwise required by an administrative order or subpoena to limit Customer's use of the CampusNet Service, then, Talisma reserves the right to suspend Customer's access to Talisma SaaS until such time that the matter is resolved to Talisma's reasonable satisfaction; provided, Customer acknowledges and agrees that termination arising from Customer's breach of this Agreement shall result in its surrender of pre-payments and require it to promptly pay the charges as set forth in the Addenda.
- 10.4. Termination for Insolvency. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within sixty (60) days.
- 10.5. Procedures Upon Termination. Upon termination of this Agreement for any reason, Talisma shall disable Customers' access to Talisma SaaS and Customer shall promptly pay all amounts due and payable hereunder to Talisma. After receipt of payment in full, Talisma shall return all copies of Customer Data, in Talisma's possession, if any. Talisma shall retain the deposit if the Agreement terminates as a result of Customer's breach or convenience. Talisma does not provide connectivity to the Talisma CRM Application Site; therefore, in event of termination, Customer continues to be responsible for payment and termination of Customer's telecommunications arrangements. Customer shall pay Talisma its reasonable fees and expenses on a time and materials basis if Talisma assists Customer with the transition of the Talisma Software, Customer software, and/or Customer Data to Customer's system.

11. LIMITED WARRANTIES & DISCLAIMERS.

- 11.1. Talisma Warranties. Talisma represents and warrants with respect to Talisma SaaS that in the operation of its business it shall remain at all times during the Term in compliance with all applicable and material federal, state and local laws; and the entering into this Agreement and performance hereunder does not conflict with any other obligation or violate any agreement.
- 11.2. Customer Warranties. Customer represents and warrants that in the operation of its business and use of the Talisma SaaS it shall remain at all times during the Term in compliance with all applicable and material federal, state and local laws, including, without limitation and to the extent applicable, U.S. Department of Education rules and regulations; it shall comply with this Agreement, including, without limitation, the Acceptable Use Policy and Anti-Spam Policy; and the entering into this Agreement

and performance hereunder does not conflict with any other obligation or violate any agreement.

- 11.3. Warranty Disclaimer. EXCEPT AS EXPRESSLY STATED ABOVE IN THIS SECTION 11, EACH PARTY HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. TALISMA DOES NOT WARRANT THAT THE SERVICES, DELIVERABLES AND/OR TALISMA SOFTWARE WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION.

12. LIMITATION OF LIABILITIES.

NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID FOR SERVICES SET FORTH HEREIN ABOVE FOR THE IMMEDIATELY PRECEDING NINETY DAYS, EXCEPT CUSTOMER SHALL PAY ALL FEES AND EXPENSES FOR SERVICES RENDERED IN ACCORDANCE WITH THIS AGREEMENT AND PURSUANT TO SECTION 10.2. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST SAVINGS, PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT BE CONSTRUED TO LIMIT CUSTOMER'S OBLIGATION TO PAY SERVICE FEES AND EXPENSES, AS APPLICABLE, IN THE EVENT OF TERMINATION ARISING FROM CUSTOMER'S BREACH.

13. NOTICES. Notices sent to either party shall be effective when delivered in person or transmitted by fax machine with printed confirmation page (if delivered after 5:00 p.m. recipient's local time, then effective the next business day), one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address on the first page hereof or such other address as a party may give notice in the same manner set forth in this Section 13.

14. DISPUTES; CHOICE OF LAW.

- 14.1. Resolution. The parties agree that prior to filing any lawsuit other than for preliminary injunctive relief, all disputes between them shall be submitted for informal resolution to their respective president or his/her authorized designee with power to bind his/her respective company. The representatives shall meet within ten (10) days at a mutually agreeable location, but shall not be required to meet for more than two (2) business days; the timeline for performance of each party's obligations hereunder shall be tolled proportionately until, in accordance with the foregoing, the dispute is resolved or the parties stop meeting without having resolved such dispute. Provided, the foregoing process shall not require a party to delay obtaining any injunctive relief or equitable remedies based on a claim arising from the other party's breach of intellectual property, confidentiality or non-solicitation obligations hereunder.
- 14.2. Jurisdiction. The parties agree that no oral or written representation made during the course of any settlement discussions shall constitute a party admission. If the parties are still unable to reconcile their differences in accordance with the foregoing procedures, each party hereby agrees that any controversy or claim, whether based on contract, tort or other legal theory, arising out or relating to this Agreement, shall be maintained exclusively in the jurisdiction and venue of the courts sitting in and for Palm Beach County and the Southern District of Florida. The prevailing party shall be entitled to reimbursement of

reasonable attorneys' fees and costs. The parties expressly waive right to trial by jury. The Customer expressly waives rights to participate in any class action lawsuit against Talisma.

14.3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Florida, without regard to conflict of laws principles. The parties expressly opt out of the application of the UN Convention on the International Sale of Goods.

15. **INDEPENDENT CONTRACTOR STATUS.** Each party and its personnel are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each party shall remain responsible, and shall indemnify and hold harmless the other party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to themselves and their respective personnel.

16. **SECURITY; NO CONFLICTS.** Customer agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, or by applicable law, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. **INSURANCE; INDEMNITY.** Each party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory worker's compensation, comprehensive general liability for bodily injury and tangible property damage, as well as adequate coverage for vehicles. Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other and its affiliates, and each of its respective officers, directors, employees, agents, independent contractors, successors and assigns (collectively the "Indemnified Party") from and against any claims, losses and liability for third party claims based on (a) bodily injury, death and tangible property damage resulting from the grossly negligent or willful acts or omissions of its officers, agents, employees or representatives acting within the scope of their work, (b) , or (b) any third party claim of intellectual property infringement arising from materials supplied by either party to the other hereunder. The Indemnifying Party will defend, indemnify and hold harmless the Indemnified Party against the claim at the Indemnifying Party's expense and pay all costs, damages, and attorney's fees that a court awards, provided that the Indemnified Party: (a) promptly notifies the Indemnifying Party in writing of the claim; and (b) allows the Indemnifying Party to control, and cooperates with the Indemnifying Party in the defense and any related settlement negotiations (provided the Indemnifying Party shall not settle the dispute without the Indemnified Party's written consent, unless the Indemnifying Party obtains a general release in favor of the Indemnified Party). Nothing herein shall restrict the Indemnified Party from participating in the defense at its own cost and expense. The Indemnifying Party may settle any claim without the prior written consent of the Indemnified Party unless such settlement (a) does not include a release of all covered claims pending against the Indemnified Party; (b) contains an admission of liability or wrongdoing by the Indemnified Party; or (c) imposes any material obligations upon the Indemnified Party other than an obligation to stop using any infringing items.

18. **FORCE MAJEURE.** Neither party shall be liable for any delay in performing its obligations under this Agreement, if such delay is caused by circumstances beyond the party's reasonable control, including, without limitation, any acts of God, war, terrorism, floods, windstorm, labor disputes, change in laws or regulations, public health risks or epidemics, or unforeseeable delay of essential materials or services. In the event of non-performance or a delay in performance of obligations under this Agreement is due to a force majeure event, the period of performance shall be extended by the delay due to such event and any additional time that the parties may mutually agree is necessary for the remobilization of personnel and resources. However, the party not affected by the force majeure shall have the right to terminate this Agreement without penalty if the party affected by the force majeure event is unable to resume full performance within sixty (60) days of occurrence of the event.

19. **PROMOTIONAL MATERIALS.** Talisma may use Customer's name and reference the existence of this Agreement and ancillary agreements (without referencing detailed terms and pricing) in marketing materials and presentations.

20. **MISCELLANEOUS.** This Agreement, the appendices attached hereto, and Addenda, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous communications, whether written or oral. This Agreement expressly limits acceptance by Talisma to the terms and conditions stated herein. All additional or different terms proposed by Customer in a purchase order, invoice or other related Customer communication are objected to and hereby rejected, unless otherwise set forth in an amendment to this Agreement executed by both parties. Receipt of Customer's purchase order, acceptance of payment, or inaction by Talisma shall not constitute Talisma's consent to or acceptance of any such terms. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect. This Agreement may not be assigned by Customer, in whole or in part, except with the prior written consent of Talisma. The provisions of Sections 7, 8, 9, 10.5, 11 through 17, 19, and 20, shall survive termination of this Agreement. Copies of this Agreement and notices generated in accordance herewith shall be treated as original documents admissible into evidence, unless a document's authenticity is genuinely placed in question. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall be deemed the entire Agreement. In the event of any conflict between this Agreement, any Addendum to this Agreement, and any Exhibit to this Agreement, the following shall be the order of precedence: the Addendum; the Exhibits, and this Agreement.

Exhibit A

Talisma SaaS Terms

Notwithstanding anything to the contrary in the Agreement, the following terms shall apply:

- 1) **Initial Term; Termination Fee:** The initial Term is for the period stated on the applicable Addendum commencing on the Effective Date set forth therein, which Term shall automatically renew for successive periods of one (1) year each (each a "Renewal Term"), unless either party provides written notice of termination at least sixty (60) days prior to the end of the then-current term. Should Customer desire any Renewal Term to be on a month-to-month basis, the Monthly Fees will increase by 20% of the then-current published rates.
- 2) **Termination Fee.** If Customer terminates this Agreement for convenience by providing written notice to Talisma in accordance with the provisions of Section 10.2 of the Agreement (or if Talisma terminates this Agreement for a breach by Customer in accordance with the provisions of Section 10.3 of this Agreement) at any time during the Term, then Talisma shall retain all payments and Customer shall promptly pay to Talisma all amounts it is obligated to pay under this Agreement for the remaining period of the Term.
- 3) **Talisma Configuration and Deployment Tasks:**
Talisma will, with Customer's assistance, analyze Customer's current workflow and customer inquiries in order to:
 - Procure the hardware and software required for running the Talisma server and database
 - Set up the operating system and other required software on the servers
 - Set up Talisma Software
 - Set up and configure firewall protection
 - Set up data back-ups
 - Set up monitoring systems to alert server down and provide staff to respond to such alert
 - Designate emergency contacts at Talisma and Customer site
- 4) **Customer Configuration and Deployment Tasks:**

Customer will make the following preparations within 10 days of the Effective Date of the Agreement:
 - Customer will provide Talisma's staff with a list of any User Information that Customer wants stored in the database associated with the Talisma Software.
 - Customer will implement and use the e-mail format and SMTP settings specified by Talisma that Customer must use to ensure that all e-mails and data transmissions are received by Talisma.
 - Customer must configure its computers, network router and firewall to allow data to flow between its system and the Talisma Software in a secure manner.
 - Customer will be responsible for configuring, monitoring and maintaining its computer and software systems including but not limited to system security, Local Area Network, network equipment, network and connections
- 5) **Contacts:** Customer will provide CMC the individual who will serve as the primary contact.
- 6) **Server:** Customer understands that the Talisma Software is hosted in a shared server environment.
- 7) **Additional Security Requirements or Services (i.e., Disaster Recovery, Enhanced Monthly Backups, etc.) (and related fees):** N/A

Exhibit B

Maintenance and Support Services

Service levels, terms and conditions are subject to change annually upon prior notice.

Service	Standard Maintenance & Support
Support center, 8 a.m. – 5 p.m. ET (Monday – Friday) for Talisma Fundraising	X
Unlimited access to the customer support web page	X
Software upgrades (new features and regulatory releases) for production environment	X
Software patches	X
Access the Talisma Software user manual online	X

Standard support includes the following services:

1. Talisma and Customer shall mutually designate a person as Customer's End User Support Coordinator ("EUSC") to coordinate routine End-User support concerning the Talisma SaaS. End-Users must refer all inquiries regarding the Talisma SaaS to the EUSC. After consultation with the End-User and determining that the inquiry involves a problem in the Talisma SaaS, the EUSC may contact Talisma and request, and Talisma shall provide, the support services described in the Agreement.
2. Talisma shall receive from any of the Named Users (by telephone, e-mail or fax transmission) Customer's reports of Errors.
3. Talisma shall maintain a toll-free telephone line that allows Customer to seek assistance with use of the Talisma Software.
4. Talisma shall maintain a trained staff capable of rendering the services set forth in this Agreement.
5. Talisma shall be responsible for using reasonable diligence to correct verifiable and reproducible Errors when reported to Talisma in accordance with Talisma's standard reporting procedures. Talisma shall, within a reasonable time of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Talisma shall not be responsible for correcting Errors in any version of the Talisma Software other than the most recent Release of the Talisma Software.
6. Customer acknowledges and agrees that this Agreement covers use of Releases solely to the extent such products are made generally available to all customers of Talisma as part of the same level of maintenance and support services. Any revisions to the Talisma Software constituting new commercially available products, which may include new major functionality or material changes in technical specifications not made generally available to other customers receiving substantially the same level of support services, may be purchased under separate mutually agreeable arrangements.
7. In connection with the hosting of the Talisma SaaS, Talisma shall be primarily responsible for maintaining operating systems, application software and utilities that operate with the Talisma Software.
8. Customer is responsible for obtaining primary support of any Third-Party Products under separate agreement with the providers of such services. Talisma will use reasonable efforts (up to a maximum of thirty (30) minutes) attempting to diagnose and resolve problems associated with Third Party Products for no additional fee. If at any time Talisma reasonably determines the problem is primarily caused by the Third Party Product(s), and not the Talisma Software, then Talisma shall be deemed to have satisfied its obligation to address the problem. Customer acknowledges that Talisma may not be

able to assist Customer with problems associated with Third Party Products, and Customer is encouraged to contact vendors of Third Party Products for pertinent support and maintenance services.

9. Customer may request services not covered in this Agreement, pertaining to the Talisma Software (including, without limitation, data conversion, report-formatting assistance, diagnosis and repair of infrastructure problems), provided that such assistance, if agreed to be provided, shall be subject to Talisma's standard rates for such services and may require the execution of a separate Professional Services Agreement.
10. The capitalized terms used herein shall have the following meanings:
 - a. **"Enhancement"** means any modification or addition that, when made or added to the Talisma Software, changes its utility, efficiency, functional capability, or application.
 - b. **"Error"** means any failure of the Talisma Software to substantially conform in all material respects to the Documentation. However, any nonconformity resulting from Customer's misuse, improper use, or alteration, or Customer's combining or merging the Talisma Software with any hardware or software not supplied or identified as compatible by Talisma in writing, shall not be considered an Error.
 - c. **"Error Correction"** means either a modification or an addition that, when made or added to the Talisma Software, establishes material conformity of the Talisma Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Talisma Software, eliminates the adverse effect on Customer of such nonconformity.
 - d. **"Normal Working Hours"** means the hours between 8 a.m. and 5 p.m. Eastern Standard Time on the days Monday through Friday, excluding regularly scheduled holidays of Talisma.
 - e. **"Releases"** means new versions of the Talisma Software, which may include Error Corrections and/or Enhancements.
 - f. **"Third Party Products"** means products used by Customer in conjunction with the Talisma Software, and not expressly licensed by Talisma to Customer as part of the Talisma SaaS, including, but not limited to, Microsoft Great Plains Accounting, Foxfire Report Writer, QuickTouch Point-of Sale, Scantron, PVI ImageNow, and Microsoft Terminal Server, except for Microsoft SQL Server, Citrix Metaframe and Crystal viewer which are included as part of the Service.