



LCFH Ventures, LLC dba iDONATEpro™

iDONATEpro™ TERMS AND CONDITIONS

THIS AGREEMENT, dated as of _____ is entered into between LCFH VENTURES, LLC, a limited liability company, organized and existing under the laws of the State of California, having its principal place of business at 2033 San Elijo Avenue #203, Cardiff by the Sea, CA 92007, and (Customer) _____, a (type of company) _____ organized and existing under the laws of the State of _____, having its principal place of business at _____ ("Customer"), as of _____ (the "Effective Date").

1. ATTENTION! THE FOLLOWING TERMS AND CONDITIONS OF THE iDONATEpro TERMS AND CONDITIONS AGREEMENT (the "Agreement") WILL BE LEGALLY BINDING ON CUSTOMER UPON EXECUTION OF THE Agreement. CUSTOMER SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE EXECUTING THE AGREEMENT.

2. Terms and Conditions. Customer acknowledges and agrees to the following terms and conditions of service, which together with the terms of the iDONATEpro Service Level Commitment Agreement and Comprehensive Price List (attached hereto and incorporated herein as "Schedule I" and "Schedule II", respectively, by reference), are entered into between Customer and iDONATEpro and shall govern Customer's access and use of the Service. Capitalized terms not otherwise defined herein shall have the meaning given to them in Section 11 (Definitions) below. In addition, Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance the Service, and/or any new service(s) subsequently procured by the Customer after executing this Agreement will be subject to this Agreement.

Either party may terminate this Agreement with a thirty (30) day written notice.

No Obligation 30 day terms. Access to iDONATEpro is on a no-obligation 30 day basis. There are no termination or exit fees of any kind. Easily add or remove Users month by month, as needed.

Unless sooner terminated pursuant to the terms of this Agreement, the rules in this Agreement (i.e. confidentiality, lawful conduct, security etc.) shall apply for a term of One (1) year from its Effective Date as set forth above and shall automatically renew each year for additional One (1) year period unless either party provides the other with written notice of its desire not to renew at least Thirty (30) days' prior to the date on which automatic renewal would otherwise occur.

2.1. Customer Must Have Internet Access. Customer understands that a DSL, cable or another high speed Internet connection is required for proper transmission of the Service. Customer is responsible for procuring and maintaining the network connections that connect the Customer network to the Service, including, but not limited to, "browser" software that supports protocol used by iDONATEpro, including Secure Socket Layer (SSL) protocol or other protocols accepted by iDONATEpro. Customer agrees to follow logon procedures for services that support such protocols.

2.2. Accuracy of Customer's Contact Information. Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.

2.3. Users: Passwords, Access, And Notification. Customer shall authorize one or more of its employees or agents to access iDONATEpro. Each individual who Customer

authorizes to access iDONATEpro is a "User" for purposes of this Agreement. iDONATEpro shall provide access to each User and Each User is only permitted to be logged in to iDONATEpro on a single device at any particular time. User login information is solely for designated Users and cannot be shared or used by more than one User, but any User login may be reassigned to another User as needed. Customer is responsible for the integrity and confidentiality of User's password and username and Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. iDONATEpro will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account number will have been sent by Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify iDONATEpro of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or Service account numbers.

2.4. Customer's Lawful Conduct. The Service allows Customer to send Electronic Communications ("Emails") directly to third parties and to iDONATEpro. Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Customer will not send any Emails from the Service that are unlawful, harassing, libelous, defamatory or threatening, or that involve any of the following practices:

- Using non-permission based Email lists (i.e., lists in which each recipient has not explicitly granted permission to receive Emails from Customer by affirmatively opting-in to receive those Emails).
- Using purchased or rented Email lists.
- Using third party email addresses, domain names, or mail servers without proper permission.
- Sending Emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com).
- Sending Emails that result in a significant number of spam or unsolicited commercial email ("UCE") complaints (even if the Emails themselves are not actually spam or UCE).
- Failing to include a working "unsubscribe" link in each Email that allows the recipient to remove themselves from Customer's mailing list.
- Failing to comply with any request from a recipient to be removed from Customer's mailing list within 10 days of receipt of the request.
- Failing to include in each Email a link to the then-current Privacy Policy applicable to that Email.
- Disguising the origin or subject matter of any Email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any Email.
- Failing to include in each Email Customer's valid physical mailing address or a link to that information.

No part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through the interfaces that are provided by iDONATEpro. Customer shall not do any "mirroring" or "framing" of any part of the Service, or create Internet links to the Service which include log-in information, user names, passwords, and/or secure cookies. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by iDONATEpro. Customer shall ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this Agreement, including but not limited to those Users that are contractors and agents, and Customer's Affiliates. Any action or breach by any of such contractors, agents or Affiliates shall be deemed an action or breach by Customer and Customer waives all of defenses that Customer may have as to why Customer should not be liable for Customer's contractors',

agents' or Affiliates' acts, omissions and noncompliance with this Agreement, provided Customer's contractors, agents or Affiliates were acting within the scope of their engagement with Customer.

2.5. Third Party Web Sites, Products and Services. iDONATEpro may offer certain Third Party Services or Data for sale. Any procurement by Customer of any Third Party Applications or services is solely between Customer and the applicable third party provider. No procurement of such Third Party Applications or services is required to use the Service.

2.6. Security; Transmission and Storage of Data. iDONATEpro understands the sensitive nature of Customer's data. To that end, iDONATEpro shall maintain reasonable administrative, physical and technical safeguards to protect the confidentiality and integrity of Customer Data. iDONATEpro will ensure that all Customer Communications over networks and servers owned and operated exclusively by iDONATEpro are encrypted and secure using SSL and other network and server technologies.

Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to use of the Service. Customer expressly consents to iDONATEpro's interception and storage of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by iDONATEpro. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Customer agrees and understands that iDONATEpro is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not exclusively owned and/or operated by iDONATEpro, including, but not limited to, the Internet and Customer's local network.

2.7. Service Level. During the Term of this Agreement the iDONATEpro Service offerings will meet the service level specified in the "Service Level Commitment" listed on Schedule I, which is attached hereto and hereby incorporated by reference. If the applicable Service fails to achieve the service level, then Customer will be entitled, as its sole and exclusive remedy, to a credit for the applicable Service in accordance with the terms set forth in the Service Level Commitment. The respective Service's system logs and other records shall be used for calculating any service level events.

2.8. iDONATEpro's Support. As part of the Service, iDONATEpro will provide Customer with Help Documentation and other online resources to assist Customer in its use of the Service. iDONATEpro also offers optional and "for fee" training classes, professional services consultation and support services. Customer acknowledges that iDONATEpro has extensive experience helping Customers improve utilization and realization of benefits of the Service, and that not following the advice of iDONATEpro and/or not engaging iDONATEpro in the provision of professional services may substantially limit Customer's ability to successfully utilize the Service or to enjoy the power and potential of the Service.

2.9. Confidentiality. For purposes of this Agreement, "Confidential Information" shall include the terms of this Agreement, Customer Data, each party's proprietary technology, business processes and technical product information, designs, issues, all communication between the parties regarding the Service and any information that is clearly identified in writing at the time of disclosure as confidential. Notwithstanding the foregoing, Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the Receiving Party; (4) the Receiving Party becomes aware of from a third party not bound by non-disclosure obligations to the Disclosing Party and with the lawful right to disclose such information to the Receiving Party; or (5) is aggregate data regarding use of iDONATEpro's products and services that does not contain any personally identifiable or Customer-specific information.

While specific terms of the Agreement shall not be disclosed except as delineated above, the existence of an Agreement may be disclosed and Customer hereby permits iDONATEpro to disclose that Customer is a client/subscriber for advertising and/or marketing purposes. Each party agrees: (a) to keep confidential all Confidential Information; (b) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this Agreement or as directed by Customer; (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information, including but not limited to inputting credit card data and social security numbers only in the fields designated for such data in the Service) and to make Confidential Information available to authorized persons only on a "need to know" basis. Either party may disclose Confidential Information on a need to know basis to its contractors and service providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation.

When disclosure is compelled by law or order of a court or other governmental authority or regulation, the disclosing party shall provide written notice to the other party before the disclosure is made.

2.10. Ownership, Backup and Retention of Customer Data. As between iDONATEpro and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. Customer acknowledges and agrees that in connection with Service, iDONATEpro as part of its standard Service offering makes daily backup copies of the Customer Data in Customer's account and stores and maintains such data for a period of time consistent with iDONATEpro standard business processes, which period shall not be less than 90 days.

2.11. iDONATEpro's Intellectual Property Rights. Customer agrees that all rights, title and interest in and to all intellectual property rights in the Service including but not limited to operations, applications, processes, systems, design, coding, content, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, materials, class libraries, know-how, trade secrets, and any other related rights, are owned exclusively by iDONATEpro. Except as provided in this Agreement, the license granted to Customer does not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights directly or indirectly related thereto. In addition, iDONATEpro shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer and those acting on behalf of Customer, including users' communications relating to the operation of the Service. Any rights not expressly granted herein are reserved by iDONATEpro. iDONATEpro marks, logos and product and service names are marks of iDONATEpro (the "iDONATEpro Marks"). Customer agrees not to display or use the iDONATEpro Marks in any manner without iDONATEpro's express prior written permission. The trademarks, logos and service marks of Third Party Application providers ("Marks") are the property of such third parties. Customer is not permitted to use these Marks without the prior written consent of such third party which may own the Mark.

2.12. Dispute Resolution; BINDING ARBITRATION. The parties agree that in the event any Claims, disputes, or controversies (collectively "Issues") of any kind arise which relate to this Agreement, whether arising from or related to the Agreement itself or arising from alleged extra-contractual facts prior to, during, or subsequent to the Agreement, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort,, they or their authorized representatives shall first meet (or confer by telephone) in good faith and in an effort to resolve the same within fourteen (14) business days after which written notice of the Issue is provided to the other party.

In the event a resolution of the Issue cannot be reached within fourteen (14) business days, it shall be decided by arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association currently in effect and in accordance with Title 9 of the United States Code, unless the parties expressly agree otherwise in writing. Notice of the demand for arbitration must be provided, in writing, to the other party and must be made within one hundred twenty (120) days after the dispute has arisen, time is of the essence. All statutes of limitation, which would otherwise be applicable in a judicial action brought by a party, will apply to any arbitration or reference proceeding hereunder. The arbitration will be decided by a panel of three (3) arbitrators selected under the Commercial Arbitration Rules of the American Arbitration Association. Arbitration will be initiated and conducted in San Diego, California. Said arbitration will occur within thirty (30) consecutive days after the party demanding arbitration delivers the written demand on the other party, unless the parties mutually agree otherwise in writing. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of California. The award rendered by the arbitrators will be in writing with written findings of fact and shall be final and binding on all parties, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the parties, no arbitration arising out of or relating to this Agreement or the parties' dealings may include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises. The arbitration agreement herein among the parties will be specifically enforceable under applicable law in any court having jurisdiction thereof. Neither party will appeal such award nor seek review, modification, or vacation of such award in any court or regulatory agency.

The arbitrators will award to the prevailing party, if any, as determined by the arbitrators, all of its Costs and Fees. "Costs and Fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses (such as copying and telephone), court costs, witness fees and attorneys' fees. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

By signing this Agreement, the parties acknowledge that they may otherwise have a right or opportunity to litigate disputes through a court, but that they prefer to resolve any and all disputes through arbitration, including but not limited to any challenge as to whether the arbitration language itself is enforceable. The parties acknowledge that they are waiving their right to jury trial by consenting to binding arbitration.

This Section 2.12 shall not apply to indemnification or defense procedures pursuant to Section 6 (Indemnification).

2.13. Non-Arbitration Forum; Venue. For ancillary proceedings not inconsistent with Section 2.12, or the event that a challenge to the jurisdiction of the arbitrator or a challenge to the validity or enforceability of any portion of the agreement to arbitrate is sustained, the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of California located in San Diego County or in the United States District Court for the Central District of California for the purposes of any suit, action or other proceeding arising out of this Agreement or the subject matter hereof brought by any party; and hereby waive and agree not to assert as a defense or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper.

2.14. Waiver of Jury Trial and Class Suit. Customer acknowledges and understands that, with respect to any dispute with us, our affiliates, employees, officers, directors and members relating to or arising from your use of the Site or this Agreement that CUSTOMER IS GIVING UP THE RIGHT TO HAVE A TRIAL BY JURY AND GIVING UP THE RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.

3. Warranties

3.1. Warranty of Functionality. iDONATEpro warrants that (i) the Service will achieve in all material respects the functionality described in the Help Documentation applicable to the Service procured by Customer, and (ii) such functionality of the Service will not be materially decreased during the Term. Customer's sole and exclusive remedy for iDONATEpro's breach of this warranty shall be that iDONATEpro shall be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the Help Documentation and if iDONATEpro is unable to restore such functionality, Customer shall be entitled to terminate the Agreement and receive a pro-rata refund of the subscription fees paid under the Agreement for its use of the Service for the terminated portion of the Term. iDONATEpro shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to billing@iDONATEpro.com. The warranties set forth in this Section (3.1) are made to and for the benefit of Customer only. Such warranties shall only apply if the applicable Service has been utilized in accordance with the Help Documentation, this Agreement and applicable law.

3.2. No Virus Warranty. iDONATEpro warrants that the Service will be free of viruses, Trojan horses, worms, spyware, or other such malicious code ("Malicious Code"), except for any Malicious Code contained in Customer-uploaded attachments or otherwise originating from Customer.

4. Disclaimer of Warranties. EXCEPT AS STATED IN SECTION 3 ABOVE, IDONATEPRO DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 3 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY IDONATEPRO. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTIONS 2.7, 3.1, and 3.2 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

5. Limitations of Liability. CUSTOMER AGREES THAT THE CONSIDERATION WHICH IDONATEPRO IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY IDONATEPRO OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT SHALL IDONATEPRO BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION OR CLAIM FROM OR IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT (AND WHETHER OR NOT IDONATEPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW) OR OTHERWISE SHALL IN NO EVENT EXCEED THE DIRECT DAMAGE LIMITATIONS AS SET FORTH IN SECTION 5.

Except with regard to amounts due under this Agreement, and a party's breach of Section 2.9 (Confidentiality), the maximum liability of iDONATEpro arising out of or in connection with or in relation to any license, use or other employment of the Service, whether such liability arises from any Claim or dispute or cause of action based on breach or repudiation of contract, breach of warranty, negligence, tort, statutory duty, or otherwise, shall in no case exceed the

equivalent of 1 month in subscription fees applicable at the time of the event, and in the event of a breach of Section 2.9 (Confidentiality) of this Agreement, such maximum liability shall be an amount equal to three (3) times the equivalent of 1 month of subscription fees applicable at the time of the event. Notwithstanding the previous sentence, iDONATEpro shall not be liable to the Customer to the extent such liability would not have occurred but for Customer's failure to fully comply with the terms of this Agreement. The essential purpose of this provision is to limit the potential liability of iDONATEpro arising from this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged in connection with making the Service available to Customer and that, were iDONATEpro to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. The limitations of liability set forth in this section shall not apply to either party's indemnity obligations except as set forth in section 6 ("indemnification") below.

6. Indemnification.

6.1. Infringement. iDONATEpro shall, at its own expense and subject to the limitations set forth in this Section 6, defend Customer from and against any and all allegations, threats, and Claims brought by third parties alleging that the Service, as used in accordance with this Agreement, infringes upon third party copyrights, trade secrets, trademarks or patents (collectively "Infringement Claims") and shall hold Customer harmless from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent the same are based upon such Infringement Claims.

Excluded from the above indemnification obligations are Infringement Claims to the extent that they arise from or relate to (a) Customer's use of the Service in violation of this Agreement or applicable law, (b) Customer's use of the Service after iDONATEpro notifies Customer to discontinue use because of an Infringement Claim, (c) modifications to the Service not made by iDONATEpro, or (d) Customer's use of the Service in combination with any software, application or service made or provided other than by iDONATEpro.

If an Infringement Claim is brought or threatened, iDONATEpro shall, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license that will protect Customer against such an Infringement Claim without cost to Customer; (b) to modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement and provide Customer with a pro-rata refund of the subscription fees paid for under the Agreement for the terminated portion of the Term. The rights and remedies granted Customer under Section 6.1 state iDONATEpro's entire liability, and Customer's exclusive remedy, with respect to any Infringement Claim.

6.2. Disclosure of Customer Data. iDONATEpro shall, at its own expense and subject to the limitations set forth in Section 6, defend Customer from and against any Claim that arises out of or result directly from iDONATEpro's gross negligence or willful misconduct in preventing unauthorized access to confidential Customer Data, as determined by an appropriate tribunal in accordance with this Agreement in connection with a Claim alleging a breach of confidentiality, and shall hold Customer harmless from and against liability for any Losses to the extent based upon such a Claim.

When iDONATEpro is at fault but such fault does not rise to the level of gross negligence or willful misconduct, iDONATEpro shall, at its own expense and subject to the limitations set forth in Section 6 (Indemnification) and the amount of liability set forth in Section 5 (Limitations of Liability) applicable in the event of a breach of Section 2.9 (Confidentiality), defend Customer from and against any Claims, and shall hold Customer harmless from and against liability for any Losses to the extent based upon claims, arising out of or relating to iDONATEpro's breach of Section 2.9 (Confidentiality) of this Agreement.

Provided that iDONATEpro complies with Section 6.2, Customer shall be entitled as its sole and exclusive remedy to terminate the Agreement and receive a pro-rata refund of the subscription fees paid for under the Agreement for the terminated portion of the Term.

6.3. Customer's Indemnity. Customer shall, at its own expense and subject to the limitations set forth in Section 6, defend iDONATEpro from and against any and all Claims (i) alleging that the Customer Data or any trademarks or service marks other than iDONATEpro Marks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party, or (ii) arising out of Customer's breach of Section 2.4 (Customer's Lawful Conduct) or 2.9 ("Confidentiality") above, and shall hold iDONATEpro harmless from and against liability for any Losses to the extent Losses are based upon such Claims.

In connection with Claims other than those falling within categories (i) and (ii) of Section 6.3, when Customer is at fault Customer shall, at its own expense, defend iDONATEpro from and against any Claims, and shall hold iDONATEpro harmless from and against liability for any Losses arising out of such Claims.

6.4 USE OF SERVICE; NO LIABILITY. Customer understands that iDONATEpro's Service is a software platform rather than a solicitation platform. Customer agrees that it shall hold iDONATEpro harmless from any Claims and Losses arising out of or which are in any way related to Customer's fundraising activities.

6.5. Indemnification Procedures and Survival. In the event of a potential indemnity obligation under this Section 6, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such a Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such a Claim and any appeal arising therefrom. The indemnification obligations under this Section 6 are expressly conditioned upon the indemnified party's compliance with this Section 6.5 except that failure to notify the indemnifying party of such Claim shall not relieve that party of its obligations under this Section 6 but such Claim shall be reduced to the extent of any damages attributable to such failure. The indemnification obligations contained in this Section 6 shall survive termination of this Agreement for one year.

7. Suspension/Termination.

7.1. Suspension for Delinquent Account. iDONATEpro reserves the right to suspend Customer's and any of Customer Affiliates' access to and/or use of the Service for any accounts (i) for which any payment is due but unpaid but only after iDONATEpro has provided Customer with two (2) delinquency notices, and at least thirty (30) days have passed since the transmission of the first notice, or (ii) for which Customer has not paid for the renewal term and has not notified iDONATEpro of its desire to renew the Service by the End Date of the then current Term. The suspension is for the entire account and Customer understands that such suspension would therefore include Affiliate sub-accounts. Customer agrees that iDONATEpro shall not be liable to Customer or to any Customer Affiliate or other third party for any suspension of the Service pursuant to this Section 7.1.

7.2. Suspension for Ongoing Harm. Customer agrees that iDONATEpro may with reasonably contemporaneous telephonic notice to Customer suspend access to the Service if iDONATEpro reasonably concludes that Customer's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Customer's Service is causing immediate, material and ongoing harm to iDONATEpro or others. In the extraordinary event that iDONATEpro suspends Customer's access to the Service, iDONATEpro will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and resolve the issues causing the suspension of Service. Customer further agrees that iDONATEpro shall not be liable to Customer nor to any third party for any suspension of the Service under such circumstances as described in this Section 7.2.

7.3. Termination for Cause, Expiration. Either party may immediately terminate this Agreement in the event the other party commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party.

Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and shall be sent to the General Counsel of the alleged breaching party at the address listed in the heading of this Agreement (or such other address that may be provided pursuant to this Agreement) ("Notice"). Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, then iDONATEpro shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of iDONATEpro's breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any subscription fees paid by Customer to iDONATEpro under this Agreement for the terminated portion of the Term.

7.4. Handling of Customer Data In The Event Of Termination. Customer agrees that following termination of Customer's account and/or use of the Service, iDONATEpro may immediately deactivate Customer's account and that following a reasonable period of not less than 90 days shall be entitled to delete Customer's account from iDONATEpro's "live" site. During this 90 day period and upon Customer's request, iDONATEpro will grant Customer limited access to the Service for several days for the sole purpose of permitting Customer to retrieve Customer Data and iDONATEpro will also e-mail Customer Data to Customer upon request, provided that Customer has paid in full all good faith undisputed amounts owed to iDONATEpro. Customer further agrees that iDONATEpro shall not be liable to Customer nor to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that iDONATEpro is in compliance with the terms of Section 7.4 (Handling of Customer Data In The Event Of Termination).

8. Modification; Discontinuation of The Service.

8.1 To the Service. iDONATEpro may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Customer of any material modifications. iDONATEpro reserves the right to discontinue offering the Service at the conclusion of Customer's then current Term. iDONATEpro shall not be liable to Customer nor to any third party for any modification of the Service as described in this Section 8.1.

In the event modification(s) has a material adverse financial impact on Service provided to Customer and Customer gives notice of such impact promptly upon becoming aware of the same, Customer shall be entitled to the sole and exclusive remedy of a refund of amount of Customer's losses, capped at the amount of the subscription fees paid by Customer to iDONATEpro under this Agreement for the period during which the Service provided to Customer is materially adversely impacted.

9. RESTRICTIONS ON TRANSFER

This Agreement shall not be assigned, sublicensed or in any other manner transferred to any other person or entity by Licensee without the prior written consent of Licensor. *Any transfer or attempted transfer or assignment in violation of this provision shall be void.*

10. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of California.

11. Definitions.

"Affiliates" means any entity or entities which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with Customer, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of Customer.

"Claim" means any suit, legal action, complaint, claim(s) or proceedings, whether administrative or judicial in nature.

"Customer Data" means all electronic data or information submitted to the Service by Customer or its Affiliates.

"Electronic Communications" means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service.

"Estimate/Order Form" means an iDONATEpro estimate, renewal notification or order form in the name of and executed by Customer or its Affiliate and accepted by iDONATEpro which specifies the Service and implementation services to be provided by iDONATEpro subject to the terms of this Agreement.

"Help Documentation" means the online help center documentation describing the Service features, including User Guides which may be updated from time to time.

"Service" collectively, iDONATEpro's online application suite (the "iDONATEpro Service").

"Term" means the initial term or any renewal term during which this Agreement is in effect as discussed Section 2 (Terms of Service), above.

12. Plural and Singular. Whenever required by the context hereof, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

13. Severability. Whenever possible, each provision, section or definition of this Agreement shall be construed in such manner as to be effective and valid under applicable law. If any part of a provision, section or definition of this Agreement is held by an arbitration panel or court of competent jurisdiction to be contrary to law, the remaining portion of the same, as well as the remaining provisions, sections or definitions of this Agreement will remain in full force and effect, as if such invalid, void or unenforceable provision, section or definition did not appear herein.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Facsimile or "PDF" signatures shall be deemed original signatures for purposes hereof.

15. Entire Agreement. This Agreement constitutes the entire agreement between iDONATEpro and Customer. This Agreement supersedes any and all prior agreements and understandings, whether written or oral, with respect to the subject matter of this Agreement

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

LCFH Ventures, LLC, dba iDONATEpro™

By: Forrest Howell, Managing Member

Signature: _____

Date: _____

Company Name: _____

By: _____

Name (Please Print)

Signature: _____

Date: _____

Schedule I

SERVICE LEVEL COMMITMENT FOR SUBSCRIBERS OF iDONATEpro™

Service Level Commitment

iDONATEpro commits to provide 99.5% uptime with respect to the Customer’s Service during each month of the Term, excluding regularly scheduled maintenance times.

If in any month this uptime commitment is not met by iDONATEpro and Customer was negatively impacted (i.e., attempted to log into or access the Service and failed due to the unscheduled downtime of the Service), iDONATEpro shall provide, as the sole and exclusive remedy, a service credit based of the applicable instance subscription fee for such month in accordance with the following table.

Service Availability	Credit Percentage
99.4% - 98%	10%
97.9% - 96%	20%
95.9% - 94%	30%
93.9% - 90%	50%
Less than 90%	100%

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two full business days in advance of the maintenance time. Regularly scheduled maintenance time typically is communicated at least a week in advance, is scheduled to occur at night on the weekend, and takes less than 10-15 hours each quarter. iDONATEpro hereby provides notice that every Saturday night 10:00pm – 2:30am Pacific Standard Time is reserved for routine scheduled maintenance for use as needed.

iDONATEpro in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify customer in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

Credit Request

In order to receive a credit under this Service Level Commitment, Customer must request it by emailing iDONATEpro at billing@iDONATEpro.com within five days of the end of the applicable month. If Customer submits a credit request and does not receive a prompt automated response indicating that the request was received, Customer must resubmit the request because the submission was not properly received and will not result in a credit. Customers which are past due or in default with respect to any payment or any material contractual obligations to iDONATEpro are not eligible for any credit under this Service Level Commitment. The service credit is valid for up to two years from the quarter for which the credit was issued. iDONATEpro shall calculate any service level downtime using iDONATEpro’s system logs and other records.

Updates/Notice

This Service Level Commitment may be amended by iDONATEpro in its discretion but only after providing thirty days advance notice. Notices will be sufficient if provided to a user designated as an administrator of your iDONATEpro account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Customer’s account.

SCHEDULE II
Comprehensive Price List

MONTHLY SUBSCRIPTION

Tiered pricing: <http://iDONATEpro.com/pricing-sign-up.php>

CONCIERGE SERVICES

\$200 Per Hour

Some customers desire assistance for more difficult tasks. Complex data migrations, email template design, back end data manipulation, etc., are available from our staff for \$200 per hour. Half hour minimum at Customer's written request

ADDITIONAL TRAINING

\$200 Per Hour

At Customer's written request, half hour minimum.