

Annual Service Agreement

Registrant represents and warrants to Rainier that he/she has the authority to enter into this Agreement on behalf of Client and accepts the terms as set forth below.

This Annual Service Agreement is by and between Rainier Software, Inc. ("Rainier") and the Account for which Registrant is completing this Annual Service Agreement ("Client"). This Service Agreement includes the Client Fees, Terms of Service, Privacy Policy and Refund Policy, each of which are incorporated herein by reference (collectively, the "Agreement"). Client and Rainier agree as follows:

Services: Rainier will provide Client with a secure desktop application (the "Desktop") and a fully customizable website (the "Website"). The Website may be used by participants and prospective participants in Client's activities (each, a "Participant"). The Website and Desktop may be used by directors, officers, employees, volunteers and other representatives acting on behalf of Client (each, a "Client User").

Each Client User will receive a secure login that will include a unique username and password. Desktop users will also receive a personal license key. There is no limit on the number of Client Users or the number of personal computers each Client User may use to access the Website or Desktop. Client users must use the Website and Desktop in accordance with the terms of this Agreement. Each Participant will receive a secure login that will include a unique username and password. There is no limit on the number of web pages on the Website or on the number of Participants or the number of personal computers each Client User or Participant may use to access the Website. Participants must use the Website in accordance with the terms of this Agreement.

Rainier will host the Desktop and Website and will also provide: the first one hundred (100) transactions used during the initial term of the Agreement; software licenses and certificates to process transactions and payments; authentication for use with Google® webmaster tools and establishment of Google® website analytics; a Payment Card Industry Data Security Standards Compliant system; training and support materials; integrated customer relationship management ; email distribution and tracking (up to one hundred (100) times the number of transactions used or purchased each year); electronic document and image storage (up to ten (10) GB); financial reporting; online surveys, secure data storage, ongoing software updates; unlimited technical support; up to four (4) hours of standard training per year; and inclusion in the Rainier Community of websites. The Desktop, the Website and the additional services described in this section shall collectively be referred to herein as the "Services".

Use of Services: Client will use the Website or Desktop to track all online and offline transactions by Participants. Each program registration and membership uses one "transaction" and each donation and merchandise sale uses one-half of a transaction. This will apply whether the transaction is by Client, a Client User or a Participant and whether online or offline (including uploads).. Client will be required to purchase transactions in advance of their

use. Transaction fees are set forth in the Client Fees section of this Agreement. Transactions may not be transferred or assigned by Client at any time.

Activation: In order to activate the Website, Client will be required to complete the set-up forms provided by Rainier within ten (10) days of the date of this Agreement. Rainier will activate the Website in "test" mode within ten (10) days of receiving the completed set-up forms. Client will have five (5) days to request any corrections or changes before the Website is automatically put into "live" mode by Rainier. If the Website will serve as Client's sole or primary website, Client will be required to redirect all of its related domains to the Website within five (5) days of its activation. If the Website will serve as a secondary website for Client, Client will be required to link to the Website where appropriate within five (5) days of activation.

Payment Processing: Prior to processing any transactions, Client will be required to establish an online merchant account with a payment processor approved by Rainier (each, a "Payment Processor") to enable online payments by Participants and Client Users. All funds will be processed by a Payment Processor and will flow directly to Client's merchant account. Client will be solely responsible for all charges and any other activity on their online merchant account.

Training and Support: Rainier will provide Client with unlimited access to training materials for the Desktop and the Website. This will include integrated online help in the Desktop and online tutorials on Rainier's corporate website both of which are available 7/24. Rainier will provide four (4) hours of online training for Client per year. It is Client's responsibility to utilize these training resources to learn how to use the Website and the Desktop. Through this training Client Users typically become proficient with the Website and Application for most scenarios. From time to time Client Users may encounter non-typical scenarios that are not addressed by the training materials. For these situations and any other technical issues that arise Rainier will also provide unlimited standard technical support for Client. Rainier client support staff will be available from 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday (except for federal or state holidays).

Client may purchase additional support hours with a Rainer client support staff for non-standard support such as asking them to perform activities typically done by clients, custom website design, additional training, or other complex technical needs. Additional support hour packages contain a specific number of support hours which may be used on the telephone or over electronic mail. Onsite training services are available subject to certain minimum hours and travel costs.

Account Reporting: The Desktop will provide the expiration date of the then-current term of this Agreement and the remaining balance of transactions as of 12pm PST on the prior day. The Desktop will also provide a Transaction Report that Client can run at any time and for any date range. This report will show, for the date range selected, the opening balance of transactions, transaction purchases during the period, transaction usage during the period and the ending

balance of transactions.

Website Advertising: Each of Client and Rainier will be entitled to sell advertising on the Website and to retain the proceeds generated from such advertising. Client has no restrictions on the nature and amount of advertising it can sell. Rainier will only be able to sell advertising to Google AdSense® or other similar providers.

Grant of License: During the term of this Agreement, Rainier grants to Client a limited, non-exclusive, non-transferable license to access and use the Desktop and Website and to display Rainier's trade names, trademarks and service marks. Rainier retains all right, title and interest in and to the Desktop, the Website, its trade names trademarks and service marks and all goodwill therein will inure to Rainier. Client acknowledges and agrees that use of the Desktop, the Website and Rainier's trade names, trademarks and service marks by Client, Client users and Participants will comply with all applicable laws, including but not limited to advertising, privacy and disclosure laws.

Client Information: Client will maintain ownership over all data provided by Participants and Client Users, whether directly or indirectly, or via the Desktop or the Website (collectively, "Client Information"). Client Information will explicitly include Participant email addresses. Rainier may not use, sell, rent, share or disclose Client Information in any way other than as provided under the Confidentiality provision below. Notwithstanding the foregoing, Rainier will be permitted to publish Client Information that does not constitute personally identifiable information in the Rainier Community or on any website or domains owned by Rainier. Client represents and warrants to Rainier that that Client Information will not infringe the intellectual property rights of any third party. Client will be able to extract a copy of the Client Information at any time up until termination or expiration of this Agreement via the "reporting" tab on the Desktop.

Confidentiality: Rainier will maintain the confidentiality of all Client Information and will not disclose Client Information unless it: (i) does not constitute personally identifiable information; (ii) is or subsequently becomes publicly available without Rainier's violation of this section; (iii) became known to Rainier prior to disclosure by Client, a Client User or a Participant; (iv) became known to Rainier from a source other than from Client, a Client User or a Participant; (v) is disclosed in connection with an assignment or other transfer (including by a change of control or by operation of law) of this Agreement by Rainier; or (vi) is legally compelled to be disclosed by Rainier.

Term and Termination: This Agreement will have an initial term of one (1) year and will automatically renew for additional one (1) year terms. Rainier or Client may terminate this Agreement by written notice to the other party no less than 90 days before the expiration of the then-current annual term, provided that either Rainier or Client may immediately terminate this Agreement as a result of the material breach of this Agreement if the terminating party has given the non-terminating party notice of such breach which has not been substantially cured or corrected within 30 days of such notice.

Effect of Termination: Upon the termination or expiration of this Agreement, Client's access to the Desktop and Website will immediately cease, Client will not be able to access any Client Information on the Desktop or Website, the licenses granted herein will terminate, and Rainier will not be obligated to provide any Services. Any unused transactions or additional support hours will expire and Client will not be entitled to receive any refunds. All future amounts due from Client for the remainder of the then current term will be immediately be due and payable. For purposes of determining future amounts owing, if Client has been using the Website and Desktop for all online and offline transactions for the most recent 12 months the actual transaction volumes in the most recent 12 months will be used. If Client has less than 12 months actual usage of all online and offline transactions, Rainier, in their sole discretion, will determine the estimated transaction volumes.

Exclusivity: During the term of this Agreement, Client will use the Desktop and the Website as its sole and exclusive registration, membership, donation and ecommerce solution. Client acknowledges and agrees that it may not enter into any similar arrangements, whether formal or informal, with any other service provider similar to or competitive with Rainier or attempt to develop or implement its own system.

Covenants of Rainier: Rainier's covenants and agrees to use commercially reasonable efforts to continue operations for a period of 90 days following: (i) the filing of a petition in or under the United States Bankruptcy Code (or any similar federal or state insolvency laws) by or against Rainier; (ii) the appointment of a trustee, receiver, or liquidator over all or any substantial part of the Rainier's properties or (iii) the making of an assignment for the benefit of creditors by Rainier (each, a "Bankruptcy"). In the event of a Bankruptcy, Rainier will use commercially reasonable efforts to deliver to Client a copy of the then-current source code for the Desktop, on a non-exclusive basis and without transfer or resale rights, and all Client Information in the format used by the Desktop. Client will pay Rainier's reasonable costs to provide the source code and Client Information, including costs for any third party licenses.

Rainier Indemnification Obligations: Rainier will indemnify, defend and hold Client harmless from any third-party claim brought against Client alleging the infringement of a United States patent, copyright or trade secret by the Desktop or the Website; provided that Rainier will have the right to control the defense of such claim in its sole discretion. If the Desktop or Website becomes, or, in Rainier's opinion, is likely to become, the subject of a claim of infringement, Rainier may, at its option, (i) procure for Client the right to continue using the Desktop or Website; (ii) replace or modify the Desktop or Website to make it non-infringing; or (iii) terminate Client's rights to use the Desktop and Website. Notwithstanding the foregoing, Rainier's indemnification obligations shall not apply to any claim resulting from (i) the combination of the Desktop or Website with the products or services of Client or a third party or (ii) use of the Desktop or Website if it has been modified, altered, enhanced or changed in any way by anyone other than Rainier. Rainier's indemnification obligations will survive for a period of one year after the termination of this Agreement.

Client Indemnification Obligations: Client will indemnify, defend and hold harmless Rainier, its officers, directors, employees, agents and affiliates (each a "Rainier Indemnified Party") from and against any and all claims or losses related to or arising from any action brought by or against any Rainier Indemnified Party and: (i) alleging (A) infringement or misappropriation of any intellectual property; (B) any liability that arises from the use of the Desktop or Website by Client, a Client User or a Participant, including without limitation defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (C) spamming, or any other offensive, harassing or illegal conduct, in each case related to any material provided by Client, a Client User or a Participant; (ii) any damage to or destruction of the Desktop, the Website or the equipment of Rainier or any other client of Rainier arising from the negligence or willful misconduct of Client, a Client User or a Participant; (iii) any violation of law or regulation by Client, a Client User or a Participant; or (iv) any payment charge-back by a Client, a Client User or a Participant or any charges or activity on Client's online merchant account (v); or (vi) any sales tax liability. Client's indemnification obligations will survive for a period of one year after the termination of this Agreement.

DISCLAIMER OF WARRANTY: THE SERVICES, INCLUDING THE WEBSITE AND THE APPLICATION, ARE LICENSED ON AN "AS IS" BASIS. RAINIER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICES, THE APPLICATION, THE WEBSITE, OR THE USE OR RESULTS THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY (EXCEPT AS EXPRESSLY PROVIDED ABOVE), DATA ACCURACY AND COMPLETENESS, AND ANY WARRANTIES RELATING TO VIRUSES OR FITNESS FOR A PARTICULAR PURPOSE.

Client acknowledges and agrees that Rainier shall have no liability for the interruption, curtailment, or degradation of the Services due to Internet capacity or the interception of data transmitted via the Internet. Rainier has no control over and is not liable or responsible for actions of Internet systems operators and service providers or any causes beyond Rainier's reasonable control, including but not limited to acts of God, which may create a delay or interruption of the Services in any way.

LIMITATION OF LIABILITY: RAINIER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO RAINIER BY CLIENT IN THE PRECEDING TWELVE (12) MONTHS THAT RELATE TO THE SERVICES THAT GAVE RISE TO SUCH DAMAGES. IN NO EVENT SHALL RAINIER, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY THEREOF, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

Miscellaneous: This Agreement may be amended by Rainier upon 30 days notice (whether in tangible or electronic form) to Client, provided that Rainier may to change the annual fee, transaction fees and the fees for additional support hours by posting the change on Rainier's web site with immediate effect. Any change will not affect annual fees, transactions or additional support hours previously paid or purchased by Client. This Agreement and all rights

hereunder may be assigned by Rainier at any time without notice to Client. Client may not assign or transfer its rights or obligations under this Agreement without Rainier's prior written consent, which will not be unreasonably withheld. This Agreement will be binding on the successors and assigns of Rainier or Client, as applicable.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington (without regard to its conflicts of laws provisions) and venue for any action to enforce or interpret this Agreement shall be in King County, Washington.

- **I accept the Service Agreement**
- **I decline the Service Agreement**

[Receipt includes Electronic timestamp with Registrants name and all Agreement wording]

Client Fees for Annual Service Agreement

Registrant represents and warrants to Rainier that he/she has the authority to enter into this Agreement on behalf of Client and accepts the terms as set forth below.

Annual Fee: Client will be required to pay an annual fee for each one (1) year term of this Agreement. The annual fee will entitle Client to the Services for each one (1) year term. The first annual fee will be paid upon entering into this Agreement and each additional annual fee will be due on each anniversary date of this Agreement. The annual fee is not refundable. Rainier reserves the right to change the annual fee at any time by posting the change on Rainier's web site, though this will not affect any annual fees previously paid by Client.

Transaction Fees: Client will be required to purchase bundles of transactions in advance of their use at the then current prices posted on Rainier's web site. Each program registration or membership will constitute one transaction and each donation or merchandise sale will constitute one-half of a transaction by Client, a Client User or a Participant, whether online or offline. Transactions do not expire and will remain valid as long as this Agreement remains in effect. Transactions may not be transferred or assigned by Client at any time.

Within five (5) days of payment, Client may cancel their purchase of a transaction bundle and Rainier will refund the lesser of fifty percent (50%) of the cost of the transaction bundle purchased or the value of unused transactions remaining in the bundle (at the per transaction cost of the smallest transaction bundle offered by Rainier at the time of cancellation). Transaction fees are not refundable after this five (5) day period. Rainier reserves the right to change the transaction fees at any time by posting the change on Rainier's web site, though this

will not affect any transactions previously purchased by Client.

Payment Processing Fee: There is no payment processing fee if Client uses Beanstream, Authorize.net or Pinnacle Processing as their credit card processor. If Client uses PayPal they will pay a fee of fifty-two cents (\$0.52) to Rainier for each credit or debit card transaction passing through Rainier's Payment Card Industry Data Security Standards Compliant system. A credit or debit card transaction is not the same as a Rainier transaction so Client may pay one payment processing fee for multiple, simultaneous Rainier transactions.

Additional Support Hours: Client may purchase additional support hours with a Rainier client support staff for non-standard support such as asking them to perform activities typically done by clients, custom website design, additional training, or other complex technical needs. Additional support hour packages contain a specific number of support hours which may be used on the telephone or over electronic mail. Additional support hours do not expire and remain valid as long as this Agreement remains in effect. Additional support hours may not be transferred or assigned by Client at any time.

Within five (5) days of payment, Client may cancel their purchase of these additional support hours and Rainier will refund the lesser of fifty percent (50%) of the cost of the additional support hours or the unused number of support hours available (at the hourly rate of the smallest additional support hour package offered by Rainier at the time of cancellation). Rainier reserves the right to change the fees for additional support hours at any time by posting the change on Rainier's web site, though this will not affect any additional support hours previously purchased by Client.

- **I accept the Client Fees**
- **I decline the Client Fees**

[Receipt includes Electronic timestamp with Registrants name and all Client Fees wording]