



COMMERCIAL PRINT AGREEMENT

This Commercial Print Agreement ("Agreement") is by and between Crescendo Interactive, Inc., a California corporation with an address of 110 Camino Ruiz, Camarillo, CA 93012 ("Crescendo") and the organization ("Client") referenced in a certain Final Print the Proposal ("Proposal") and is effective as of the date that Client signed the Proposal.

RECTALS

A. Crescendo has submitted the Proposal to Client describing the various design and print services that Crescendo (together, potentially with a third party printer identified in the Proposal (the "Print Shop")) desires to provide to Client (the "Services").

B. The Services include the design and layout - and may also include certain printing and/or mailing - services to produce planned giving marketing materials (a single run being a "Print Project" and all runs described in the Proposal as the "Print Projects") related to Client's marketing.

C. Crescendo has submitted the Proposal to Client for review and with Client's acceptance of the Proposal, Client has retained Crescendo to complete the Print Project(s) which shall be completed in accordance with the terms of the Proposal which incorporates the terms of this Agreement by reference.

NOW THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. Consideration. In consideration for the completion of the Print Project(s), Client agrees to pay to Crescendo (and Print Shop, if applicable) the amounts identified in the Proposal, as may be adjusted by any "Change Orders" approved by Client which are reflected on invoices submitted by Crescendo or Print Shop to Client.

2. Service Responsibility. In providing the Services contemplated in the Proposal, Client acknowledges and agrees that: (1) the design portions of the Services, as described in the Proposal, will be performed by Crescendo's Design Team, and (2) that the custom printing and mailing portion of the Services will be performed by the Print Shop. This terms of this Agreement are hereby incorporated into the proposal by reference.

3. Production Schedule, Costs & Printing Details. The production schedules, costs and printing details for each Print Project shall be produced in accordance with the terms of the Proposal unless such terms have been modified in accordance by agreement between the parties.

4. Change Orders. The Proposal provides Client with two rounds of edits concerning the layout, design and wording of each Print Piece without any additional cost to Client (the "Included Edits"). The Included Edits do not include any changes Client may desire to the quantity, format, stock, ink standards or mailing details listed in the Proposal ("Proposal Standards"). After Client has reviewed two rounds of edits and approved a "Final Proof" of each "Print Piece" comprising an individual Print Project, Crescendo will send all Final Proofs related thereto to the Print Shop. In the event that Client desires to make any additional edits to the layout, design or wording of any Print Piece beyond the Final Proof, Client may make such changes by submitting a written notice, to the Crescendo Team Contacts referenced in the Proposal requesting detailed changes (a "Change Order") the work for which will be billed at the hourly rate described in the Proposal. Any Change Order will be considered received by Crescendo once its receipt has been acknowledged in writing by any person listed as a Crescendo Team Contact.

5. Client's Project Manager. The person responsible for the management and oversight of the Services on behalf of client ("Project Manager") and their contact information are stated in the Proposal. Crescendo and Print Shop will: (1) direct all communication related to the design aspect of the Services to the Project Manager; and (2) will direct all invoices and inquiries related to any billing matter to the person listed in the "Billing Information" section of the Proposal.

6. Intellectual Property. Crescendo and Client agree: (a) that the intellectual property of each party, including but not limited to, the trademarks, trade names, logo, copyrighted materials, service marks, symbols, graphics, images and all distribution lists constitute valuable property rights; (b) not to use the intellectual property of the other for any purpose other than is necessary to carry out the terms of the Agreement, except with the prior written permission of the other party; (c) any written content developed and originated exclusively by Client and incorporated into any Print Project shall remain the exclusive property of Client; and (d) any written content developed and originated by Crescendo and incorporated into any Print Project, together with the design, layout and design file for each Print Piece, shall remain the exclusive property of Crescendo. Client affirms that it has ownership or appropriate license of any text, graphic, image or other material and intellectual property, which Client requests to have incorporate into any Print Project. Client shall have the right to place its copyright on each Print Piece; however, if Client chooses to forego copyright placement then Crescendo shall have the right to incorporate a Crescendo copyright on each Print Piece to protect Crescendo's copyright.

7. Warranties. Crescendo and Client represent and warrant to each other that each has the legal right and authority to enter into this Agreement and to grant the rights described herein. The parties agree that Crescendo shall not be liable for any cost or damages incurred by Client as a result of any error or mistake contained in any Final Proof of any Print Project approved by Client. The parties further agree that no other representations or warranties have been made to each other that are not otherwise stated in this Section.

8. Payment Options. If the Proposal includes the production of various Print Projects that will be billed by Crescendo or Print Shop over time (as opposed to all costs billed to Client in advance by Crescendo and Print Shop for Services described in the Proposal), then: (a) this Agreement shall be interpreted under the laws of the State of California; and (b) any litigation related hereto shall be resolved in the trial courts of Ventura County, State of California. Client may, however, request that Crescendo and Print Shop invoice Client in advance for all costs reflected in the Proposal (together with an estimate for variable costs such as materials and postage) in which case, once Client pays such in invoice in advance (reserving, however, Print Shop's rights to issue a subsequent invoice for any variable costs not covered by the advanced payment), the prior sentence shall have no effect on the relationship of the parties.

9. Early Termination. If this Agreement is not paid-in-full as described in Section 8, Client may cancel this Agreement at any time by delivering an email notice as follows: (a) to cancel design services by sending an email to each person listed in the Proposal as a Crescendo Team Contact; and (b) to cancel print/mail services by sending an email to each person listed as a Custom Printing Team Contact. Following a cancellation notice, Crescendo and Print Shop will send a final invoice for any unpaid costs related to any completed Print Projects as well as any Print Projects currently in process. Any notice provided herein shall be effective once Client has paid any final invoices described herein.

10. Miscellaneous. This Agreement together with the Proposal contain the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties. If any provision of this Agreement, the Proposal or any Change Order is held unenforceable, then such provision will be modified only to the extent necessary to reform that document so as to reflect the parties' intent as closely as is possible. All remaining provisions of this Agreement shall remain in full force and effect. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Crescendo and its officers, directors, partners and employees, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs of any nature whatsoever from any cause or causes shall not exceed the total compensation received by Crescendo under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

-- END OF TERMS --