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 - g. **Current Pricing Schedule** - Refers to the current pricing for annual licenses of Crescendo Software as reflected on Crescendo's website, www.crescendointeractive.com.
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11. Privacy Matters Related to Crescendo Software and Services.

a. Crescendo Privacy Policy. Crescendo is committed to protecting the privacy of Subscriber's donors and prospective donors. Any Subscriber Data that has been inputted into the Online Software pursuant to this License shall, at all times, remain the exclusive property of Subscriber. Crescendo agrees that it will only use Subscriber Data for the specific purpose of processing data on behalf of Subscriber and only in ways consistent with this Agreement which may include: (i) producing major, blended and planned gifts illustrations and documents; and (ii) using general, de-identified and aggregated data to provide reports and analytics to Subscriber concerning utilization, trends and tendencies associated with the Online Software.

b. Gramm-Leach-Bliley. Crescendo has reviewed the federal Gramm-Leach-Bliley Act ("GLBA") and concluded Crescendo is not required by GLBA to send annual privacy and opt-out notices to any third party. To the extent Subscriber is required by GLBA, or any other law, to send such notices, Subscriber shall assume full responsibility and all costs related to Subscriber's legal compliance.

c. HIPAA. In the event that Subscriber is an entity subject to HIPAA, Subscriber is hereby notified and agrees that: (i) Crescendo services are not designed to retain, manage or save any PHI; (ii) under federal law Crescendo is not and shall not be considered a Business Associate of Subscriber; and (iii) Subscriber will not use or misuse any Crescendo services by uploading PHI into the Online Software.

d. European Union Privacy. In the event that Licensee uses the Crescendo Software in conjunction with the "personal data" of any citizen of any European Union (EU) country, then: (i) Licensee and Subscriber's activities shall, at all times, comply with the EU's "General Data Protection Regulation" (GDPR); (ii) Licensee agrees and affirms it will only use such

personal data after first determining that there is a lawful basis under GDPR to process such data; and (iii) the additional terms contained in a certain *EU Data Processing Addendum for Crescendo Services*, which is available for review at crescendointeractive.com/terms, will become incorporated by reference to form part of this Agreement.

e. Crescendo's Online Software. As provided for in this Agreement, use of the Crescendo Software is limited only to individuals who are Registered and Licensed Users. Licensee, on Licensee's own behalf and on behalf of Subscriber if applicable, agrees that Licensee and Subscriber: (i) will only permit Registered and Licensed Users to use, install and access the Crescendo Software and Additional Content; (ii) will use prudent measures to guard any CresManager username and password associated with this License for the Online Software; (iii) will not share or permit the sharing of any CresManager username and password with anyone; (iv) will protect against and immediately report to Crescendo any unauthorized use or access of the CresManager and/or Crescendo Software by anyone other than Licensee; and (v) will adhere to the terms of this Agreement concerning the use of the Crescendo Software.

f. Deletion of Data Following License Termination. Notwithstanding the fact Subscriber owns Subscriber Data, once this License expires, is terminated or lapses without renewal, Crescendo may remove Subscriber Data from its live databases in accordance with Crescendo's regular data retention practices and, provided that such data is securely cleaned, degaussed or destroyed from any electronic media prior to disposal, Crescendo may dispose of such data without the need to provide further notice to Subscriber or Licensee.

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13. Online Software Security and Data Breach Notification. Subscriber and Crescendo agree that data security with respect to the Online Software is critical to the expectations of Subscriber and Subscriber's ability to maintain this License on behalf of Licensee. Therefore, the following terms shall apply with respect to data security and notification in the event of a Data Breach:

a. Obligations of Crescendo. Crescendo shall utilize commercially reasonable efforts and security measures to prevent any Data Breach that could undermine the security and confidentiality of Subscriber Data. Crescendo will deploy security measures that are appropriate and proportionate given the nature and sensitivity of any of Subscriber's Data.

b. Data Security Program. Crescendo shall maintain, implement and comply with a written data security program containing policies that address administrative, technical and physical safeguards necessary to protect against a Data Breach. Due to the sensitive nature of Crescendo's data security program, however, Subscriber and Crescendo agree that Crescendo shall maintain strict confidentiality with respect to this document and shall not share this document with anyone outside of those persons at Crescendo who are critical to the design, implementation, operation and service related to such program.

c. Notification to Subscriber Following a Data Breach. In the event that Crescendo has determined that an actual Data Breach has occurred, then Crescendo shall: (i) promptly notify Subscriber that a Data Breach has occurred; (ii) notify the appropriate law enforcement agencies and, where applicable, cooperate with such authorities to investigate and resolve the Data Breach; and (iii) cooperate with Subscriber to identify any third parties ("Data Subjects") who would be inured because their information was included in the Subscriber Data. Crescendo may delay notification to Subscriber under this subsection where delay would be: (i) consistent with the legitimate needs of law enforcement; (ii) necessary to allow Crescendo to determine the scope of any Data Breach; or (iii) necessary for Crescendo to restore the integrity and security related to the Online Software.

d. Limitations on Notice. Subscriber agrees that: (i) Subscriber Data does not and will not include, and that neither Subscriber nor any party or person who has access to the Online Software on behalf of Subscriber has not and shall not, input, store, manage or save any information in the Online Software that is considered "Excluded Data;" and (ii) Crescendo will have no responsibility with respect to investigating, identifying or notifying Subscriber or any Data Subjects with respect to any Excluded Data, it being understood that any use of Excluded Data in conjunction with the Online Software constitutes a misuse of the software.

e. Additional Information. If Subscriber or Licensee require additional information about Crescendo's data security practices with respect to the Online Software, they are advised to review Crescendo's "*Security Review Questionnaire*," available at: https://www.crescendointeractive.com/org_files/11/pdf/Software-Security-Review-Questionnaire.pdf.

14. Term and Renewals. This License extends for an annual, one-year term unless otherwise indicated on the invoice sent by Crescendo related to this License (in which case any License fees will be pro-rated or extended as appropriate given the invoice). If the term is an annual term, it will commence on the first day of the month following the date stated on the invoice and expire 12 months thereafter. If the term is a partial-year term, it will commence and expire as of the dates indicated on the related invoice. Approximately 30 days before the expiration of any term, Crescendo will send Licensee and/or Subscriber (as appropriate) a renewal invoice reflecting the price for the renewal of any License(s) maintained by Licensee and/or Subscriber. If License and/or

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15. Termination. Crescendo may terminate this Agreement at any time by delivering thirty (30) days advanced notice to Licensee and refunding a prorated service fee, if any, for the applicable part of that year for which cancellation is effective. If Licensee does not agree to these terms, Licensee may terminate this Agreement by doing the following: (A) for CD-Based Software, if you aborted installation prior to accepting the terms of the click-wrap agreement, return all Crescendo-owned materials, such as software CDs, to Crescendo together with a written statement that makes clear that you wish to cancel this License; (B) for CD-Based Software, if you previously completed installation and accepted the terms of the click-wrap agreement, uninstall all copies of Crescendo Software from your computer(s) and return all Crescendo-owned materials, such as software CDs, to Crescendo together with a written statement that wish to cancel this License; or (C) for Online Software, you must call Crescendo at 800-858-9154 to cancel your service, in which case your online user account will be deactivated by Crescendo. Notwithstanding termination, the limitations and responsibilities of Licensee in Sections 3 through 12 of this Agreement shall survive indefinitely.

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== END OF AGREEMENT ==

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