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LICENSE:

1. Definitions. In this Agreement, certain terms have special meaning and those terms are defined below.

a. Additional Content - Refers to one or more of the following (as applicable): (i) certain audio-visual content contained in or bundled with the Crescendo Software; (ii) certain print and presentation materials commonly known as "CresPlus" or other materials incorporated into the Crescendo Software; and/or (iii) certain customizable "CresPrint" materials and content. Use of Additional Content is subject to the terms of use contained in the "GiftLegacy Terms and Services," a document which is available for review at www.crescendointeractive.com/terms.

b. Agreement - Refers to this Crescendo Software License Agreement.

c. Desktop-Based Software - Refers to the Crescendo Software that is installed by web-download and operated directly on Licensee's computer (or a server if installed on a server). Desktop-Based Software products include: Crescendo Admin. Licensee will have the right to use the previously mentioned product once Licensee accepts the terms of this Agreement and the applicable annual license fees for such License(s) have been paid to Crescendo.

d. Crescendo - Refers to Crescendo Interactive, Inc., a California corporation with an address of 110 Camino Ruiz, Camarillo, CA 93012 and phone number of 800-858-9154. Crescendo has developed, owns and retains all rights of ownership and control related to the Crescendo Software, subject to a grant of rights to Licensee as stated herein.

e. Crescendo Software - Refers to the software connected to this Agreement together with any accompanying and associated media, and printed materials. Crescendo Software includes Desktop-Based Software and Online Software.

f. CresManager - Refers to the website www.cresmanager.com, a web-based portal that is hosted by Crescendo and which will enable Licensee to access the Online Software by logging in with a unique username and password.

g. Current Pricing Schedule - Refers to the current pricing for annual licenses of Crescendo Software as reflected on Crescendo's website, www.crescendointeractive.com.

h. Data Breach - Refers to the unauthorized exposure or disclosure of Subscriber Data but only when Subscriber Data: (i) was in an unencrypted format at the time of exposure or disclosure; (ii) was accessed by a third party who was not acting on behalf of, under the control of, or at the direction of Licensee, Subscriber or Crescendo, provided however, that any person acting on Crescendo's behalf is subject to the terms of a confidentiality agreement; and (iii) was exposed or disclosed through no fault of, or due to any act, omission or failure by, Licensee and/or Subscriber.

i. Historic Pricing - Refers to non-current, previous pricing offered by Crescendo in relation to Crescendo Software. Historical pricing was honored until December 31, 2024. Crescendo will not be obligated to extend Historic Pricing.

j. License - Refers to the grant of a single seat, non-exclusive, annual license (or for a pro-rated term if acceptable to Crescendo), from Crescendo to Licensee permitting Licensee and only Licensee to use the Crescendo Software subject to the terms and conditions of this Agreement.

k. Licensee - Refers to the single individual end user of the Crescendo Software who must, prior to using the Crescendo Software, agree to the terms of this Agreement and who must either be: (i) a Registered and Licensed User; or (ii) who is a person to whom Crescendo has extended a Software Trial.

l. Online Software - Refers to the Crescendo Software that is hosted and accessible at the CresManager. Online Software products include: CresPro, CresEstate, CresLite and CresPlus. Licensee will have access to one or more of the previously mentioned products once Licensee accepts this Agreement in click-wrap form and any applicable license fees have been paid to Crescendo.

m. Registered and Licensed User - Refers to an individual (not a corporation or business entity) who: (i) has contacted Crescendo and provided the individual's name, business address and other information requested by Crescendo to register as a Licensee; (ii) has paid all applicable annual or other licensing fees to Crescendo; and (iii) is recognized and authorized by Crescendo to use the Crescendo Software. Individuals who are not Registered and Licensed Users are not permitted to use Crescendo Software.

n. Seat License - Refers to the fact that this License permits a single individual, the Licensee and no person other than Licensee, to use the

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o. Software Trial - Refers to a complimentary, unpaid license granted by Crescendo to an individual for a short-term duration determined by Crescendo, typically not lasting more than 30 days, which allows the individual to use the Crescendo Software on a trial basis without any obligation to make a purchase or to pay any license fees associated with the trial. When on a Software Trial, the individual to whom the trial is extended will be considered a Licensee provided the individual agrees to and adhere to the terms of this Agreement.

p. Subscriber - Refers to one or more of the following (as applicable): (i) the organization that Licensee has listed as its employer when registering as a Registered and Licensed User; (ii) the organization that sponsors this License by either authorizing Licensee to use the Crescendo Software and/or paying any applicable licensing fees related to Licensee's use of the same; and/or (iii) an organization that has a current, valid and paid license to use Crescendo's GiftLegacy marketing service which also includes two Seat Licenses for a version of the Online Software and which may allow Subscriber to link aspects of the Additional Content, such as "CresPrint," to the Online Software for Licensee's use.

q. Subscriber Data - Refers to and is limited to non-public information about Subscriber's donors and prospective donors only when the same is inputted and saved by a Licensed and Registered User into the Online Software on behalf of Subscriber for the purpose of processing such information when it: (i) would be considered Personal Information as defined by applicable state or federal law; and (ii) was entered into a data field designed for that specific kind of information based on the design, label, purpose and function of the Online Software. Subscriber Data does not include "Excluded Data" which refers to and shall mean information that is: (i) considered Protected Health Information ("PHI") under the Health Insurance and Portability and Accountability Act ("HIPAA"), it being understood by Subscriber that the Online Software is not designed to utilize, manage or save PHI; or (ii) inputted into a data field that is not designed to accept such information based on the name, title or label of the data field or where the inclusion of the information in a data record is not critical to the specific purpose and function of the Online Software.

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10. Software Purpose. Crescendo Software is to be used solely for educational purposes. Crescendo does not warrant any specific tax, investment, financial, legal, estate planning or other results or outcomes indicated by the Crescendo Software. Each Licensee agrees to adhere to the highest ethical standards for planned giving officers and for professional fundraisers (and any other applicable ethical standards of any other profession that Licensee is engaged in) and to advise all donors and prospective donors to seek qualified professional tax, investment, financial, legal or estate planning counsel prior to entering into a major, blended, planned or other charitable gift arrangement.

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 collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household ("Personal Information"). Crescendo agrees that it will only use Subscriber Data the specific purpose of performing the services set forth in Agreement, which include but are not limited to: (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. Crescendo shall not retain, use or disclose the Personal Information for any purpose other than for the direct business relationship between the Parties. The Parties agree to limit the collection, sale, or use of Personal Information disclosed, except as necessary to perform the Business Purpose for which the Crescendo was retained. Crescendo certifies that it understands the restrictions of applicable state and federal privacy laws. Applicable state privacy laws include: the California Consumer Privacy Act, as amended by the California Privacy Rights Act; the Colorado Privacy Act; and other analogous privacy, data protection or related laws or regulations. In the event Crescendo receives an authenticated request from a Consumer related to the Consumer's Personal Information, Crescendo shall comply with such request. Consumer requests may be made, pursuant to applicable state and federal privacy laws, at any time by submitting an authenticated request on Crescendo's Privacy Rights request form (<https://www.crescendointeractive.com/misc/ccpa-request.html>) or by calling telephone number (800) 858-9154. Crescendo ensures all individuals responsible for handling privacy rights inquiries regarding Crescendo's privacy practices or Crescendo's compliance are trained in the legal requirements and how to direct consumers to exercise their rights. While some state consumer privacy laws exempt nonprofits, in the event that Licensee or Licensee's organization is an entity subject to such laws, Licensee and/or Licensee's organization take responsibility for its own actions in compliance.

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 protected health information (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](https://www.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.

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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. Crescendo will ensure that each person processing personal data on behalf of Crescendo is subject to a duty of confidentiality. Crescendo may use subcontractors to fulfill duties under this Agreement and will bind such subcontractor to written data protection terms that require the subcontractor to assist Crescendo in complying with its legal obligations hereunder including responses to consumer privacy rights requests and, where applicable, upon written notice to Subscriber.

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 injured 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/terms/pdf/Software-Security-Review-Questionnaire.pdf>. Crescendo will comply with reasonable requests of Subscriber or Licensee and make available the requisite information in its possession necessary to demonstrate compliance with the obligations of any applicable law.

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 stated on 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 Subscriber wish to cancel the service, they agree to follow the Termination steps outlined in Section 15 prior to the commencement of any renewal term and, if those steps are not timely followed, agree to pay the renewal invoice sent from Crescendo.

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 downloaded Software, uninstall all copies of the Crescendo Software, return all Crescendo-owned materials to Crescendo and provide a written statement that makes clear that you wish to cancel this License; or (B) 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.

16. Use of Crescendo Trademarks. Licensee shall not use any Crescendo Trademarks except as the same may be already incorporated in the Crescendo Software, the content produced by the Crescendo Software or under a separate written agreement signed by the parties.

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18. LIMITATION OF DAMAGES. CRESCENDO SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR

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20. 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.

21. Changes in Pricing. Crescendo reserves the right to adjust the pricing of any of the services or features contained in this agreement, without notice at any time prior to acceptance of such offer by any potential Subscriber/Licensee. After acceptance of these terms, renewal of services will be subject to the pricing at the then-current rate for services offered by Crescendo with notice provided approximately thirty (30) days prior to the Renewal Date.

== END OF AGREEMENT ==

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