



110 Camino Ruiz / Camarillo, CA 93012 / Phone (800) 858-9154 / Fax (805) 388-2483

LETTER OF AGREEMENT FOR GIFTLEGACY SERVICE

Thank you for your interest in Crescendo Interactive, Inc.'s GiftLegacy service. The purpose of this Letter of Agreement ("Agreement") is to describe the procedure to implement the GiftLegacy service for your organization. Parties to this agreement are Crescendo Interactive, Inc. ("Crescendo"), a California C Corporation with its principal office at 110 Camino Ruiz, Camarillo, California 93012, and the _____, with its principal office at _____ ("Subscriber"). Crescendo and Subscriber enter into this Agreement for the purchase and use of GiftLegacy service with the functionality described below, effective as of the date listed below the signature block on page six of this Agreement.

1. **DESCRIPTION:** The GiftLegacy service facilitates the effective electronic marketing ("eMarketing") of planned gifts. The primary component of the GiftLegacy service is a custom website (the "GiftLegacy website") whose function is to attract, educate and encourage potential donors about planned giving. Upon purchase, Subscribers will receive a GiftLegacy website that is customized by Crescendo in cooperation with Subscriber with the look and feel of Subscriber's specified website. Subscriber's GiftLegacy website may include, but is not limited to, the following resources: introductions to various methods of planned giving; personalized wills and trusts electronic brochures for website visitors to view and print; color slide illustrations for gift annuities and charitable trusts; donor stories that may be customized with specific examples of planned gifts made to Subscriber; weekly news regarding taxes, stocks and bonds; an "Personal Planner Articles;" and a staff section identifying Subscriber's staff with photos and "Click Here" contact buttons. The GiftLegacy website will provide timely financial information and educate potential donors about current and planned gifts. It will encourage potential donors to consider making both current and planned gifts. Crescendo will provide periodic upgrades to the GiftLegacy website to enhance and improve donor-friendliness and communication effectiveness.

2. **SERVICE LEVELS:** Three GiftLegacy service levels are available to Subscriber. They are as follows:

A. **GiftLegacy Intermediate.** The GiftLegacy Intermediate service includes a GiftLegacy website with rotating content. A powerful capability for personalizing the GiftLegacy website is the GiftLegacy Web Manager. With a password-protected account, Subscriber may regularly modify and add organizational content to the GiftLegacy website. In addition, Subscriber shall have access and the right to reproduce Crescendo's royalty-free literature including eBrochures on a variety of gift planning topics and monthly ePostcards that highlight current GiftLegacy website content. Subscriber may include appropriate legal disclosures on royalty-free literature. Along with website articles, links to relevant government sites (such as Social Security, Medicare and the Internal Revenue Service) are included. Crescendo's policy is to not provide links to external websites as part of the GiftLegacy website with limited exceptions for government and public service sites.

The GiftLegacy Intermediate service includes 52 color electronic newsletters ("eNewsletters") for distribution by Subscriber to donors and potential donors. The weekly eNewsletters are prepared by Crescendo and then customized for Subscriber, including its colors, logo, and look and feel. eNewsletters include timely articles for donors on topics including personal finances, healthcare, Social Security and other relevant legislative developments from Washington, D.C. Subscriber may also edit the eNewsletter header to announce its news and events. eNewsletters allow Subscriber to increase contact with donors and potential donors, help the Subscriber to build eRelationships with potential donors and lead potential donors to the Subscriber's website on a regular basis. The Subscriber may include appropriate customized legal disclosures on eNewsletters.

The GiftLegacy Intermediate service also includes Crescendo's GiftLegacy Presents Calculator. The GiftLegacy Presents Calculator allows a donor or potential donor to obtain personalized, color illustrated "web proposals" of different gift options directly from Subscriber's GiftLegacy website. Gift options included with the GiftLegacy Presents Calculator are: One and Two-life Immediate Gift Annuity, One and Two-life Deferred Gift Annuity, One and Two-life Unitrust, One and Two-life Sale and Unitrust, One and Two-life Annuity Trust and Part Gift and Part Sale. The GiftLegacy Presents Calculator is customized to include Subscriber's logo and match the color or image of Subscriber's specified website. Subscriber may use the Web Manager to modify and expand the Presents Calculator privacy statement and legal disclosures. The GiftLegacy Presents Calculator is integrated into the design/frames of Subscriber's website and allows Subscriber to set default rates for trust return and displays contact information so donors and potential donors who use the GiftLegacy Presents Calculator can respond to the web proposal provided to them.

B. GiftLegacy Max. The GiftLegacy Max service equips Subscriber with all the tools it needs for eMarketing. In addition to the eMarketing tools included with the GiftLegacy Intermediate service, the GiftLegacy Max service provides Subscriber with the following benefits:

i. Marketing Mentoring Program -Participation in Crescendo's marketing mentoring program assists Subscriber in creating a personalized annual eMarketing plan through mentoring calls. Subscriber may discuss eMarketing options with a Crescendo Internet Services Specialist on two thirty minute calls per year and shall have access without cost to monthly eTips web casts on various eMarketing topics.

ii. GiftLaw -Crescendo's GiftLaw website and services are eMarketing tools for building eRelationships with CPAs, attorneys and other professional advisors. GiftLaw includes links for these professional advisors to Subscriber's GiftLegacy website. These links contain tax news, Crescendo's GiftLaw Charitable Deductions Calculator for remainder unitrusts, remainder annuity trusts and lead trusts, and the GiftLaw Pro charitable tax reference service. GiftLaw also includes 52 color eNewsletters for distribution by Subscriber to allied professionals. The GiftLaw weekly eNewsletter features the latest news from Washington, tax law updates, Internal Revenue Service private letter rulings, case studies and other timely articles in planned giving. GiftLaw Pro is a compilation of tax planning articles and prior charitable tax GiftLaw eNewsletters.

C. GiftLegacy Pro. The GiftLegacy Pro service equips Subscriber with all the tools needed for a planned giving program. In addition to all of the features of the GiftLegacy Max, GiftLegacy Pro includes one license for Crescendo Pro, Plus and Presents software. Crescendo Pro software is used for personal presentations; Crescendo Plus includes PowerPoint slides for group presentations; Crescendo Presents enables Subscriber to make notebook-personalized presentations to donors.

D. Seminars. Subscribers to GiftLegacy Pro, GiftLegacy Max and GiftLegacy Intermediate Services shall receive one tuition-free registration for Crescendo's Practical Planned Giving Conference (PPGC) and three tuition-free days for attendance at an Internet Marketing Seminar, a Wills/Gift Annuities/IRA Rollover Seminar or the eDesign Seminar. The three days of tuition-free seminars may be allocated, by Subscriber, among the above seminars but registration for both the PPGC and other seminars must be completed by January 31 each year or within 60 days of the signing of this Agreement. Subscriber may select the seminars and agrees to send a minimum of one person per year to at least one seminar. The "one person-one seminar per year" requirement may be waived in writing at the discretion of the President of Crescendo.

3. **ROTATING CONTENT:** One of the most powerful features of the GiftLegacy website is that it allows Subscriber to have current and "rotating content" on its website. This weekly rotating content allows Subscriber to market planned giving with modest effort or maintenance. This is possible because Subscriber's GiftLegacy website is linked with Crescendo's GiftLegacy website. When Crescendo updates its GiftLegacy website, the content is directly imported into Subscriber's GiftLegacy website. In addition, the content of that GiftLegacy website "rotates" so that different features and stories are highlighted when a donor or potential donor visits the website. In addition to offering current and rotating content, Subscriber's GiftLegacy website is seamlessly integrated into Subscriber's specified website and may include links to other major parts of that website.

4. **SET UP PROCEDURE:** Subscriber can easily set up a GiftLegacy website by completing the following steps: 1. Execute this Letter of Agreement and return it to Crescendo. 2. Complete and submit the attached GiftLegacy Presents Calculator application to Crescendo. 3. Submit the required items for site completion. 4. Provide Crescendo with a contact at your organization to receive the technical implementation of the GiftLegacy website. Once the above steps are complete, Crescendo will customize Subscriber's GiftLegacy website using the colors, look and feel of its specified website and include links to other sections of the specified website. Working with Subscriber, Crescendo will then activate the GiftLegacy website and Subscriber may begin advertising GiftLegacy in print and e-mail publications.

5. **MAINTENANCE:** The GiftLegacy website is maintained by Crescendo software engineers on a Unix-type operating system on server computers in a major data center. This system provides a secure and reliable website platform. Both Crescendo and the data center maintain backups of the software. The data center has multiple servers, multiple web connections and backup power. While Crescendo maintains most of the content of Subscriber's GiftLegacy website, Subscriber has the ability through the GiftLegacy Web Manager, a password-protected system, to modify many parts of its site. Crescendo disclaims any responsibility for modifications made by Subscriber to its site and Subscriber is responsible for maintaining and changing the password for access to the GiftLegacy Members Section. Since the password enables Subscriber's staff to modify the site in areas permitted by the GiftLegacy Web Manager, Subscriber should have a policy limiting the staff members with password access to the site.

While Crescendo regularly tests the main GiftLegacy site, Subscriber is responsible for testing the website, particularly any links unique to that site and any sections modified by Subscriber using the GiftLegacy Web Manager. Crescendo recommends that Subscriber assign one staff member on a rotating basis to go the organization's GiftLegacy website and click on all of the links. This will ensure that Subscriber's GiftLegacy website is always correctly linked to the organization's main website.

6. **RENEWAL TERMS:** This Letter of Agreement shall be in effect for one year from the date of the Agreement. The Agreement shall be renewed for successive one-year periods thereafter unless modified or terminated by either party by 30 days written notice prior to the end of the initial or any subsequent one-year term.

A. If for any reason Subscriber shall desire to cancel the agreement after a renewal date has passed and payment has been made for the subsequent year, Subscriber shall be permitted to use the GiftLegacy website and literature for the balance of the agreement period. At the end of that period, Crescendo shall delete all Subscriber data and confidential information, including but not limited to donor data, from the data center GiftLegacy servers.

B. Crescendo shall maintain secure servers used solely by Crescendo for its websites. However, the pricing for these services may only be modified at the annual renewal of this Letter Agreement regardless of other modifications to the Agreement during the renewal period. As technology and features are updated on the GiftLegacy site, this agreement will also be updated electronically. Subscriber will have the option to accept updated agreements electronically and may print the latest updated agreement at any time from the GiftLegacy Members Section. Subscriber retains the above cancellation option if in its sole discretion it determines that the updated electronic agreement is not acceptable.

C. While the initial term of this Letter of Agreement is one year, Crescendo encourages Subscriber to recognize that the most successful GiftLegacy programs and largest eGifts have occurred after use of the GiftLegacy service for three years. Although Subscriber may see immediate results from the GiftLegacy website – such as increased donor inquiries and closed planned gifts – new marketing programs typically develop progressively over a three-year period.

7. **DATA REPORTS AND CONFIDENTIAL INFORMATION:** Crescendo will collect data for statistical reports used for marketing purposes, such as the number of site visitors, pages visited and monthly totals. This statistical data will be available to Subscriber through a password-protected GiftLegacy Members account. Crescendo will collect personal data, such as a request for a gift illustration from a specific donor, only for backup purposes and not for any other Crescendo purposes. Information in donor, gift planner or attorney accounts will be available only to the account owner and persons designated by the account owner. If a donor chooses to contact an organization through the GiftLegacy website, that donor's information will be sent only to the contact e-mail address supplied by Subscriber. If Crescendo does have access to any confidential information about the GiftLegacy Subscriber, staff or donors Crescendo shall not use such confidential information for Crescendo's gain or benefit and Crescendo shall make all reasonable efforts to protect any confidential information and not disclose it to any other party. Confidential information shall include personal information about donors, staff or Subscriber.

8. **PRIVACY POLICY:** Crescendo agrees that all donor information obtained through the website, which shall include, but not be limited to, donor name, address, and other donor demographic information, is and shall remain Subscriber's sole and exclusive property, and as such Crescendo will protect this donor data to the extent that it protects its own data and will not use or disclose the donor data without prior express written permission or upon notice to Subscriber if required to disclose by law. Subscriber may view the Crescendo privacy policy on the updated GiftLegacy Agreement by selecting the link at the footer on the GiftLegacy Members Section. Subscriber may also modify the site's privacy and disclosure statements at any time through the GiftLegacy Members Section. Crescendo shall have no responsibility for the privacy statements as modified by Subscriber. Crescendo will comply with applicable California and federal law on privacy policies. In all sections of this agreement, the description "donor" shall also include potential donors who access the GiftLegacy site.

9. **eLITERATURE LIMITED LICENSE:** Crescendo permits royalty-free use of literature available to Subscriber in the Members Section of the GiftLegacy website. This literature includes ePostcards, eBrochures and Articles. These materials may be printed and distributed without royalty payments to Crescendo, provided that Subscriber fulfills two requirements. First, Subscriber must have a current GiftLegacy agreement with Crescendo. Second, any publication that includes Crescendo literature shall include, in 8-point or larger type, the following text: "Article Copyright © 2008 (or applicable year) by Crescendo Interactive, Inc. Used with permission." It is the responsibility of Subscriber to print out and proof all brochures on Subscriber's website. Crescendo is not responsible for the accuracy or completeness of Subscriber's contact information. Subscriber is expected to maintain a current InDesign license for use in customizing all GiftLegacy eLiterature.

10. **QUARTERLY NEWSLETTER:** Crescendo provides the royalty-free GiftLegacy Quarterly Newsletter as part of the GiftLegacy Max and Pro service. Articles provided for the Quarterly Newsletter are owned, licensed by, or copyrighted by Crescendo Interactive, Inc. Subscriber shall have a limited license to modify and edit articles, but may not use GiftLegacy articles with any other third-party copyrighted newsletter. The Crescendo copyright must remain on page two of the Newsletter. Subscribers shall have the right to include Subscriber's name, logo and contact information and may replace one or more pages with custom articles specific to the organization. Subscriber may not incorporate any copyrighted material from another source into the GiftLegacy Quarterly Print or Electronic Newsletter. The GiftLegacy Quarterly Newsletter may be distributed in print or electronic form without royalty payments to Crescendo. Subscriber is responsible for proofing all content of the edited GiftLegacy Quarterly Print Newsletter prior to printing. Crescendo is not responsible for the accuracy or completeness of printed content.

11. **USE OF STREAMING VIDEO:** Crescendo encourages Subscriber to tape a friendly "Video Hello" for its website. Crescendo will provide, in Crescendo's sole discretion, Subscriber with the opportunity to tape a video greeting at a Crescendo Internet Marketing or other seminar or conference for placement on Subscriber's GiftLegacy site. Since there are specific technical requirements for the lighting, background, audio and framing of the video, and since few outside videographers have extensive experience in producing videos for the web, Crescendo will not accept Subscriber-provided video, except by specific permission given in the sole discretion of the Crescendo chief GiftLegacy software engineer. This policy will enhance the technical quality of streaming video on the GiftLegacy site.

12. **SPONSORSHIP PROVISIONS:** Crescendo permits Subscriber to obtain sponsorship of a GiftLegacy website. Sponsorship is subject to approval by Crescendo. Crescendo will place sponsor logos with hot links on the navigation field of the planned giving home page. However, expanded sponsor advertisements, dynamic logos and/or text descriptions of sponsor services or products may be limited at Crescendo's discretion.

13. **DONOR STORIES:** Crescendo shall provide Subscriber with a limited number of donor stories to place on the GiftLegacy website. Crescendo encourages Subscriber to place up to twenty-one custom donor stories with pictures on their GiftLegacy website. Subscriber must obtain written permission from the donor to feature the donor's story and picture on its site. Crescendo is not liable for factual errors or misrepresentations contained in the donor stories that are provided by Subscriber.

14. **MANAGEMENT SYSTEM:** Crescendo grants Subscriber the right to utilize the GiftLegacy Management System to customize the GiftLegacy website and access to the Member tools for eMarketing purposes. Crescendo is not liable for any modifications, additions or deletions made to the content of the GiftLegacy website through the Management System wizard, or modification of any royalty-free literature or other GiftLegacy media through any other methods made by Subscriber.

15. USE OF THIRD PARTY SERVICES: Use of third party services for e-mail, statistical tracking, software, website framing or any other technologies where a third party reproduces or copies GiftLegacy content or links onto a third party server is subject to approval by Crescendo. If Subscriber is granted permission by Crescendo to utilize third party services, Subscriber shall be liable for any alteration, change or omission to the GiftLegacy site including changes to links, content, design, appearance or any other change.

16. ADMINISTRATIVE PROVISIONS: Crescendo will not place any advertising on a Subscriber's GiftLegacy website. Crescendo is an independent contractor and will comply with federal and state employment and other laws. Crescendo affirms ownership to copyrighted intellectual property inserted by Crescendo staff on the GiftLegacy website. Subscriber affirms ownership to any material added to its GiftLegacy website through the GiftLegacy management system. Both Crescendo and Subscriber agree that this Letter of Agreement shall grant Subscriber a nonexclusive license to use the Crescendo intellectual property included on Subscriber's GiftLegacy website and otherwise as part of Subscriber's GiftLegacy service, but that the respective intellectual property of Crescendo and Subscriber shall remain within the ownership of each party. Crescendo shall also maintain an Errors and Omission Insurance Policy with a financial services company with an "A" or higher rating. This insurance policy shall have substantial limits not less than \$1 million with coverage of intellectual property and other risks and shall cover potential Crescendo liability incurred through the GiftLegacy website. This agreement shall be governed by the laws of the State of California. Furthermore, Crescendo and Subscriber agree that a disclaimer similar to the following shall be included in all GiftLegacy websites: "All content provided by Crescendo is informational and educational in nature. It is not offering legal, tax or accounting advice. All persons who use such content must be advised by qualified professional counsel."

17. INTELLECTUAL PROPERTY: Crescendo and Subscriber agree that the intellectual property of each party including the trademarks, trade names, logo, copyrighted materials, service marks and symbols, constitute valuable property rights. Crescendo and Subscriber agree not to use the intellectual property of the other without prior permission except as permitted by this Letter of Agreement. Subscriber warrants that it has a license or other right to use and distribute all images, content or other media used or placed on a Crescendo GiftLegacy or GiftLaw website. Subscriber may not incorporate any copyrighted material from another source into the GiftLegacy or GiftLaw website. Subscriber affirms that it has ownership of any text, graphic, image or other material added to its GiftLegacy website through the GiftLegacy member management system.

18. WARRANTY: Crescendo represents and warrants that it has the right and authority to enter into this Agreement and grant the rights described herein.

19. COST: Annual cost for GiftLegacy service is as follows (check the service you wish to purchase):

- GiftLegacy Intermediate - \$3,500
- GiftLegacy Max- \$5,000
- GiftLegacy Pro- \$5,500

If in the discretion of Crescendo any future significant upgrade level or Internet service involves potential added cost, Crescendo will make that optional new service or upgrade available to Subscriber. At Crescendo, we are very excited about the GiftLegacy service's potential for increasing and encouraging planned giving. Already, Crescendo is receiving very positive responses from clients.

Cordially yours,
A. Charles Schultz, JD, President
Crescendo Interactive, Inc.
110 Camino Ruiz
Camarillo, CA 93012

On behalf of _____, I have read this Letter of Agreement and agree to its terms and to pay the sum of \$3,500 for the GiftLegacy Intermediate service, \$5,000 for the GiftLegacy Max service, \$5,500 for the GiftLegacy Pro service to Crescendo Interactive for a one (1) year subscription.

IN WITNESS WHEREOF, and intending to be legally bound, Crescendo and Subscriber, by their duly authorized representatives, have executed this Agreement as of the date set forth above.

By: _____

Print Name: _____

Title: _____ **Date** _____

GiftLegacy Information Form

Please provide the following information below so that we can proceed with setting up your website and online calculator correctly.

The below information will be used on the "Meet the Staff" page and on the following pages; the lower left of each Presents Chart, the "Contact Us" page that appears at the end of each Presents presentation, the Presents Privacy Statement, and the Presentation Charts.

Field 1– Organization Name _____

Field 2– Department (optional) _____

Field 3– Address _____

Field 4– City _____

Field 5 – State _____

Field 6– Zip code _____

Field 7– Phone number(s) _____

Field 8– Fax number _____

Field 9– Contact person(s) to feature on site _____

Field 10– Contact person(s) title _____

Field 11– Email address _____

Field 12– Website URL the website should match _____

***Field 13– Default trust return rate GiftLegacy Presents Calculator is to use (7% is the average)** _____ %

Field 14– Organization Short Name/Initials (maximum 15 characters) (For example, San Diego

State University uses "SDSU") _____

Field 15- Additional staff e-mails addresses to receive the weekly eNewsletters:

By filling out this form you agree that the GiftLegacy Presents Calculator is offered for educational purposes and is not legal, tax, accounting or professional advice. All individuals are required to have their own qualified professional advisor to provide such professional counsel or advice.

Thank you for completing this information. Please return this form with the rest of the contract by email or fax to 805-388-2483.

*The assumption of the trust earnings for online donor illustrations. You may need to contact your finance department as they might have a recommendation as to what percentage to use.