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LETTER OF AGREEMENT FOR GIFTLEGACY SERVICE

Thank you for your interest in Crescendo Interactive, Inc.'s GiftLegacy Services. The purpose of this Letter of Agreement ("Agreement") is to describe and outline the procedure implementing a GiftLegacy Plan for your organization. Parties to this agreement are Crescendo Interactive, Inc., a California C Corporation with its principal office at 110 Camino Ruiz, Camarillo, California, and the _____, with its principal office at _____ ("Subscriber"). Crescendo and the Subscriber as of the date of acceptance by Subscriber enter into this Agreement for the purchase and use of a GiftLegacy Plan with the functionality described below.

1. **DESCRIPTION:** GiftLegacy Plans facilitate the effective electronic marketing ("eMarketing") of planned gifts. The primary component of all GiftLegacy Plans is a custom web site (the "GiftLegacy Plan web site") whose function is to attract, educate and encourage potential donors about planned giving. Organizations who purchase a GiftLegacy Plan ("Subscribers") from Crescendo Interactive, Inc. ("Crescendo") each receive a GiftLegacy Plan web site that is customized by Crescendo in cooperation with the Subscriber with the look and feel of the Subscriber's general web site. A Subscriber's GiftLegacy Plan web site may include, but is not limited to, the following resources: introductions to various methods of planned giving; personalized wills and trusts electronic brochures for web site visitors to view and print; persuasive color slide illustrations for gift annuities and charitable trusts, donor stories that may be customized with specific examples of planned gifts to your organization; weekly news regarding taxes, stocks and bonds, a gift-motivating "Article of the Week," and a staff section identifying staff at the Subscriber's organization with photos and "Contact Me" buttons. The GiftLegacy Plan web site will provide timely financial information and educate potential donors about current and planned gifts. It will effectively encourage potential donors to consider making both current and planned gifts. Crescendo will provide periodic upgrades to the GiftLegacy site to enhance and improve donor-friendliness and communication effectiveness.

2. **PLAN LEVELS:** Three GiftLegacy Plans are available to your organization. These three plans are as follows:

A. GiftLegacy Intermediate Plan. Organizations who purchase the GiftLegacy Intermediate Plan receive a GiftLegacy web site with rotating content. A powerful capability for personalizing the GiftLegacy site for each organization is the GiftLegacy Web Manager. With a password-protected account, the Subscriber may regularly modify and add organizational content to the GiftLegacy site. In addition, Subscribers have access and rights to reproduce Crescendo's royalty-free literature including eBrochures on a variety of gift planning topics and monthly ePostcards which highlight current GiftLegacy web site content. The Subscriber may include appropriate legal disclosures on royalty-free literature. Along with web site articles, links to relevant government sites, such as Social Security and Medicare, and Internal Revenue Service documents are available. Crescendo's policy is to not provide links to external web sites as part of the GiftLegacy Plan web site with limited exceptions for government and public service sites.

The GiftLegacy Intermediate Plan includes 52 color electronic newsletters ("eNewsletters") for distribution by a Subscriber to donors and potential donors. The weekly eNewsletters are prepared by Crescendo and then customized for the Subscriber, including its colors, logo, 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. A Subscriber may also add its own header to the eNewsletter announcing its news and events. eNewsletters allow Subscribers 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 web site on a regular basis. The Subscriber may include appropriate legal disclosures on eNewsletters.

The GiftLegacy Intermediate Plan also includes Crescendo's GiftLegacy Presents Calculator. The GiftLegacy Presents Calculator allows a donor or potential donor to obtain personalized and color illustrated "web proposals" of different gift options directly from the Subscriber's GiftLegacy Plan web site. 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 the Subscriber's logo and match the color or image of the Subscriber's general web site. 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 the Subscriber's web site and allows the 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 Plan. The GiftLegacy Max Plan equips your organization with all the tools it needs for effective eMarketing. In addition to the eMarketing tools included with the GiftLegacy Intermediate Plan, the GiftLegacy Max Plan provides Subscribers with the following benefits:

- i. Internet Marketing Seminar - Crescendo offers a two-day Internet Marketing Seminar that shows participants how to use the Internet and electronic media to market, explain and close major gifts using Crescendo's powerful tools and services. One free tuition for Crescendo's Internet Marketing Seminar and one free tuition for the Internet Marketing Track at Crescendo's annual Practical Planned Giving Conference are available to each GiftLegacy Max Plan Subscriber each calendar year, provided that Subscribers register by January 31 of that year. Subscribers shall be permitted to substitute a different individual as attendee if necessary.
- ii. Marketing Mentoring Program - Participation in Crescendo's marketing mentoring program assists Subscribers in creating an effective personalized annual eMarketing plan through mentoring calls. Subscribers 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 webcasts on various eMarketing topics.
- iii. GiftLaw - Crescendo's GiftLaw web site and services are an eMarketing tool for building eRelationships with CPAs, attorneys and other professional advisors. GiftLaw includes links for these professional advisors to your GiftLegacy Plan web site. These links contain tax news, Crescendo's GiftLaw Charitable Deductions Calculator for remainder unitrusts, remainder annuity trusts and lead trusts, and GiftLaw Pro charitable tax reference service. GiftLaw also includes 52 color eNewsletters for distribution by a 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.
- iv. Teleconferences - Subscriber shall have the opportunity to serve without cost as a host site for Crescendo's annual fall GiftLegacy Donor Teleconference and GiftLaw Professional Teleconference. Teleconferences are broadcast over the Internet to encourage and educate Boards of Directors, to provide allied professionals with greater understanding of how they can use gift planning methods for their clients, and to motivate donors to make gifts to charity.

v. DVDs – Receipt of 8 DVDs of each GiftLegacy Teleconference and 8 DVDs of each GiftLaw Teleconference. Subscriber may distribute these DVDs to friends, supporters and others who were not able to attend the teleconferences.

C. GiftLegacy Pro. The GiftLegacy Pro Plan equips your organization with all the tools needed for an effective planned giving program. In addition to all of the features of the GiftLegacy Max Plan, GiftLegacy Pro includes one license for Crescendo Pro, Plus and Presents software. Crescendo Pro software is used for personal presentations; Crescendo Plus includes over 600 PowerPoint slides for group presentations; Crescendo Presents enables Subscriber to make notebook personalized presentations to donors.

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

4. **SET UP PROCEDURE:** The Subscriber organization can easily set up a GiftLegacy Plan web site 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 Plan web site.

Once the above steps are complete, Crescendo will customize the Subscriber organization’s GiftLegacy Plan web site using the colors, look and feel of its existing web site and include links to other sections of the existing web site. Working with Subscriber organization’s contact, Crescendo will then activate the organization’s GiftLegacy Plan web site and Subscriber may begin advertising GiftLegacy in print and e-mail publications.

5. **MAINTENANCE:** The GiftLegacy web site is maintained by Crescendo software engineers on a Unix-type operating system on server computers in a major datacenter. This system provides a secure and reliable web site platform. Both Crescendo and the datacenter maintain backups of the software. The datacenter has multiple servers, multiple web connections and backup power. While Crescendo maintains most of the content of Subscriber organization’s GiftLegacy Plan web site, the 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 your modifications to the site, and each Subscriber is responsible for maintaining and changing the password for your GiftLegacy Members Section. Since the password enables your staff to modify your site in the areas permitted by the GiftLegacy Web Manager, the Subscriber should have a careful policy limiting the staff members with password access to the site.

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

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 the GiftLegacy Subscriber shall desire to cancel the agreement after a renewal date has passed, Crescendo agrees that the Subscriber shall have the right at any time to cancel and receive from Crescendo their prorated payments for GiftLegacy services for the balance of the renewal year, less 90 days. If a

GiftLegacy Subscriber shall not renew an agreement, Crescendo shall delete all Subscriber data and confidential information, including but not limited to, Donor Data, from the datacenter GiftLegacy servers.

B. Crescendo shall maintain secure leased servers used solely by Crescendo for its web sites. 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. Subscribers will have the option to accept updated agreements electronically and may print the latest updated agreement at any time from the GiftLegacy Members Section. The GiftLegacy 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 Subscribers to recognize that the most successful GiftLegacy programs and largest eGifts have occurred after three years. Although Subscribers may see immediate results from the GiftLegacy Plan web site – such as increased donor inquiries and closed planned gifts – new marketing programs typically develop progressively over a three-year course.

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 your 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. If a donor chooses to contact an organization through the GiftLegacy Plan web site, that donor's information will be sent only to the contact e-mail address supplied by the Subscriber. While Crescendo does not retain confidential information from the GiftLegacy Subscriber or any donors on the GiftLegacy site other than for backup purposes, if Crescendo does have access to any confidential information about the GiftLegacy Subscriber, staff or donors, Crescendo shall not use such confidential information in 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 the GiftLegacy Subscriber organization.

8. PRIVACY POLICY: Crescendo agrees that all Donor information obtained through the web site, which shall include, but not be limited to, Donor name, Donor address, and other Donor demographic information ("Donor Data"), is and shall remain the Subscriber's sole and exclusive property, and as such Crescendo will not use or disclose the Donor Data without prior express written permission or if required to do so by law. GiftLegacy Subscribers may view the Crescendo privacy policy on the updated GiftLegacy Agreement by selecting the link at the footer on the GiftLegacy Members Section. GiftLegacy Subscribers may also modify their site privacy and disclosure statements at any time through the GiftLegacy Members Section. Crescendo shall have no responsibility for the privacy statements as modified by any GiftLegacy 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 Subscribers in the Members Section of the GiftLegacy Plan web site. This literature includes ePostcards, eBrochures and Articles. These materials may be printed and distributed without royalty payments to Crescendo, provided that the GiftLegacy Subscriber fulfills two requirements. First, the 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 © 2006 (or applicable year) by Crescendo Interactive, Inc. Used by permission." It is the responsibility of the Subscriber to print out and proof all brochures on Subscriber's web site. Crescendo is not responsible for the accuracy or completeness of Subscriber's contact information. Subscribers are 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 Plans. Articles provided for the Quarterly Newsletter are owned, licensed by, or copyrighted by Crescendo Interactive, Inc. Subscribers have a limited license to modify and edit articles, but may not use the articles for any other newsletter or for any purpose other than the GiftLegacy Quarterly Newsletter. The Crescendo Copyright must remain on page two of the Newsletter. Subscribers have the right to include the organization's name, logo and contact information and may replace one or more pages with custom

articles specific to the organization. Subscribers 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. The 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 Subscribers to tape a friendly "Video Hello" for each web site. Crescendo will provide each Subscriber with the opportunity to tape a video greeting at a Crescendo Internet Marketing seminar 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 Subscribers to obtain sponsorship of a GiftLegacy web site. Sponsorship is limited to two sponsors per GiftLegacy site and 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 or text descriptions of sponsor services will not be permitted on the GiftLegacy site.

13. **DONOR STORIES:** Crescendo provides the Subscriber with a limited number of donor stories to place on their GiftLegacy site. Crescendo encourages the Subscriber to place up to twenty-one custom donor stories with pictures on their GiftLegacy site. The Subscriber must obtain written permission of 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 Subscribers.

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

15. **ADMINISTRATIVE PROVISIONS:** Crescendo will not place any advertising on a Subscriber's GiftLegacy Plan web site. 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 site. The GiftLegacy Subscriber affirms ownership to any material added to its GiftLegacy site through the GiftLegacy management system. Both Crescendo and the Subscriber agree that this Letter of Agreement shall permit the Subscriber a nonexclusive license to use the Crescendo intellectual property included on a Subscriber's GiftLegacy Plan web site and otherwise provided as part of a Subscriber's GiftLegacy Plan, but that the respective intellectual property of Crescendo and the 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 site. This agreement shall be governed by the law of the State of California. Furthermore, Crescendo and the Subscriber agree that a disclaimer similar to the following shall be included in all GiftLegacy sites: "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."

16. **INTELLECTUAL PROPERTY:** Crescendo and Subscribers agree that the intellectual property of each of them, including the trademarks, trade names, logo, copyrighted materials, service marks and symbols, constitute valuable property rights. Crescendo and Subscribers agree not to use the intellectual property of the other without prior permission except as permitted by this Letter of Agreement.

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

18. COST: Annual cost for GiftLegacy Plans is as follows (check the plan you wish to purchase):

- GiftLegacy Intermediate Plan - \$3,500
- GiftLegacy MaxPlan - \$5,000 (Total Value exceeds \$9,000!)
- 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 all GiftLegacy Subscribers.

At Crescendo, we are very excited about the GiftLegacy Plan's potential for increasing and encouraging planned giving. Already, Crescendo is receiving very positive responses from Subscribers to the GiftLegacy Plan. I believe that this new eMarketing plan will assist your organization in increasing planned gifts.

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 Intermediate Plan, \$5,000 MaxPlan, \$5,500 Pro Plan, to Crescendo Interactive for a one (1) year subscription for the GiftLegacy Plan described herein.

By: _____

Print Name: _____

Title: _____ Date _____

GiftLegacy Presents Calculator

Please provide the following information so we can proceed with activating the calculator on your web site.

A disclaimer appears on the data entry page. This information is entered by Crescendo.

A Presents Privacy Statement is available on the data entry page. On the lower left of each Presents Chart, your organization's name will appear. Also a Contact Us page appears at the end of the presentation. The Presents Privacy Statement, the Presentation Charts and the Contact Us page are customized for your organization.

In order for your organization's information to be properly published, please enter the following information.

Field1 – Organization _____

Field2 –Department (optional) _____

Field3 – an Address _____

Field4 – a City _____

Field5 – a State _____

Field6 – a Zip Code _____

Field7 – a Phone Number(s) _____

Field8 – a Fax Number _____

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

Field 10 – Contact person(s) title _____

Field 11 – Site contact eMail Address _____

Field12 – Web Site address to Replicate _____

Field113 – Default trust return rate that you want your GiftLegacy Presents Calculator to use _____

Field114 – Organization Short Name/Initials (maximum 15 characters) _____

Additional staff e-mails addresses to receive the weekly eNewsletters & Statistic Reports:

Photo(s) for planned giving staff & eMail Addresses for additional staff persons to be included in the GiftLegacy site are to be sent to: giftlegacy@cremail.com
Crescendo Interactive, Inc. attn: GiftLegacy Team, 110 Camino Ruiz, Camarillo, CA 93012.

You agree that this 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 by fax at 805-388-2483 or e-mail to us at giftlegacy@cremail.com.