



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 and outline the procedure implementing the GiftLegacy service 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 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 web site (the "GiftLegacy web site") whose function is to attract, educate and encourage potential donors about planned giving. Upon purchase, Subscribers will receive a GiftLegacy web site that is customized by Crescendo in cooperation with Subscriber with the look and feel of Subscriber's specified web site. Subscriber's GiftLegacy 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; 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 "Article of the Week;" and a staff section identifying Subscriber's staff with photos and "Click Here" contact buttons. The GiftLegacy web site 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 web site 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 web site with rotating content. A powerful capability for personalizing the GiftLegacy web site is the GiftLegacy Web Manager. With a password-protected account, Subscriber may regularly modify and add organizational content to the GiftLegacy web site. 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 web site content. Subscriber may include appropriate legal disclosures on royalty-free literature. Along with web site 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 web sites as part of the GiftLegacy web site 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 add its own header to the eNewsletter announcing 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 web site 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 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 Subscriber's logo and match the color or image of Subscriber's specified 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 Subscriber's web site 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 web site 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 web site. 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 the President of Crescendo.

3. ROTATING CONTENT: One of the most powerful features of the GiftLegacy web site is that it allows Subscriber to have current and "rotating content" on its web site. This weekly rotating content allows Subscriber to market planned giving with modest effort or maintenance. This is possible because Subscriber's GiftLegacy web site is linked with Crescendo's GiftLegacy web site. When Crescendo updates its GiftLegacy web site, the content is directly imported into Subscriber's GiftLegacy web site. In addition, the content of that GiftLegacy 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, Subscriber's GiftLegacy web site is seamlessly integrated into Subscriber's specified web site and may include links to other major parts of that web site.

4. **SET UP PROCEDURE:** Subscriber can easily set up a GiftLegacy 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 web site. Once the above steps are complete, Crescendo will customize Subscriber's GiftLegacy web site using the colors, look and feel of its specified web site and include links to other sections of the specified web site. Working with Subscriber, Crescendo will then activate the GiftLegacy 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 data center. This system provides a secure and reliable web site 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 web site, 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 web site, 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 web site and click on all of the links. This will ensure that Subscriber's GiftLegacy 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 Subscriber shall desire to cancel the agreement after a renewal date has passed, Crescendo agrees that Subscriber shall have the right at any time to cancel and receive from Crescendo any prorated payments for GiftLegacy services for the balance of the renewal year, less 90 days. If Subscriber does not renew an agreement, 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 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. 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 web site – 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. If a donor chooses to contact an organization through the GiftLegacy web site, 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 web site, 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 web site. 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 web site. 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 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 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 web site. 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 video graphers 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 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 shall provide Subscriber with a limited number of donor stories to place on the GiftLegacy web site. Crescendo encourages Subscriber to place up to twenty-one custom donor stories with pictures on their GiftLegacy web site. 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 web site 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 web site 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, web site 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 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 web site. Subscriber affirms ownership to any material added to its GiftLegacy web site 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 web site 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 web site. 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 web 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 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.

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 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.

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, Subscriber'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 provide the following information.

Field 1– Organization \_\_\_\_\_

Field 2– Department (optional) \_\_\_\_\_

Field 3– An address \_\_\_\_\_

Field 4– A city \_\_\_\_\_

Field 5 – A state \_\_\_\_\_

Field 6– A zip code \_\_\_\_\_

Field 7– A phone number(s) \_\_\_\_\_

Field 8– A fax number \_\_\_\_\_

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

Field 10– Contact person(s) title \_\_\_\_\_

Field 11– Site e-mail address \_\_\_\_\_

Field 12– Web site calculator's look is to 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 & Statistic Reports:  
\_\_\_\_\_

Photo(s) for planned giving staff & e-mail addresses for additional staff to be included in the GiftLegacy site are to be sent to: [giftlegacy@cremail.com](mailto: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 to 805-388-2483 or e-mail to us at [giftlegacy@cremail.com](mailto:giftlegacy@cremail.com).