

End User License Agreement

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1. License Grant. Subject to the terms and conditions of this EULA, Reeher grants to you a nonexclusive, nontransferable, limited license during the term, without right of sublicense, to access and use:
 - the Services purchased by Customer via the domains, www.blackbaud.com, guidedfundraising.blackbaud.com, performancemanagement.blackbaud.com, api.performancemanagement.blackbaud.com, volunteernetworkfundraising.blackbaud.com, give.gf.blackbaud.com or any other Reeher website, as applicable, ("Website") solely for the purposes of assisting in the Customer's fundraising efforts; and
 - the content of the software to which Customer has purchased a license via a Website(s) and the Internet solely for the business purposes of Customer to: (i) view Customer Data, edit and create derivative works of Text Materials made available and only if, in doing so, you do not materially alter the meaning of the Text Materials or excerpts thereof or cause the Text Materials or the Customer Data, excerpts thereof or derivative works thereof to become factually incorrect or misleading. You may not add additional information to the Customer Data or Text Materials. All uses of the Customer Data or Text Materials (including modifications and derivative works thereto) shall be solely for training or educational purposes of Customer; (ii) view and use the Customer Data and Output for fundraising purposes; and (iii) view and use all other content as required to support the Service purchased and for fundraising purposes. "Customer Data" means certain constituent data available to users, including constituent name, phone number, and email address. "Output" means all scores and other output generated through use of applicable Services hereunder. "Text Materials" means the written white papers or training materials that form part of the content for the software to which Customer has purchased a license. "Text Materials" specifically excludes any training videos, images, user interface designs and other creative designs, photography, graphics, music, audio and video and Output.
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3. Policies. You agree to the terms of Reeher's "Privacy Policy" (located at <https://performancemanagement.blackbaud.com/ihelp/display/Help/Privacy+Policy>) incorporated by reference herein. Your access to and use of the Services shall be in compliance with Reeher's then-current "Acceptable Use Policy," available for review at <https://performancemanagement.blackbaud.com/ihelp/display/Help/Acceptable+Use+Policy> incorporated by reference herein.
4. Ownership. You acknowledge and agree that (a), as between you and Reeher, Reeher is the sole owner of all right, title and interest (including all intellectual property rights) in and to the Services, the Text Materials, and all components thereof; and (b) you do not acquire any ownership interest in the Services, the Text Materials, the software or systems supporting the Services or the Website, content or software under this EULA. To the extent that through your relationship or contract with Customer you have not already assigned all right, title and interest you have in and to phone, text and email communications originated by you to constituents related to the Services and the edits, modifications and derivative works to the Text Materials and any and all intellectual property and proprietary rights therein, you hereby irrevocably assign, and shall be deemed to have assigned as created, to Reeher all right, title and interest in and to phone, text and email communications originated by you to constituents related to the Services and the edits, modifications and derivative works to the Text Materials and any and all intellectual property and proprietary rights therein; provided, however, that you may use such rights during the term of this EULA pursuant to the terms of Section 1. The entire content of the Services and the selection, coordination, arrangement, and enhancement thereof, is protected under the copyright laws of the United States of America, international treaties and other intellectual property laws (including without limitation the copyright in the selection, coordination, arrangement and enhancement of all content).

5. Term and Termination. This EULA and the license granted hereunder shall remain in effect for the term set forth on the applicable Order Form or until earlier terminated as set forth in the Reeher Master Subscription Agreement.
6. Suggestions. Reeher shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate in the Services any suggestion, enhancement requests, recommendations of other feedback provided by you relating to the operation, features or functionality of the Services.
7. Your Obligations. You represent and warrant to Reeher that you will only use the Services as permitted under this EULA. You also warrant that you will only use the Services to access your own account, that you will not attempt to access other users' accounts, and that you will not provide access to the Services to any third parties. You agree that if you initiate a sequence but are unable to complete it, another user may be designated by Customer to complete the sequence using your name as the soliciting user, even if you are no longer employed by, a volunteer of or under a contract with Customer. A "sequence" means each sequence on a sequencing of activities to take place through the Services using the features offered.
8. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT ANY WARRANTY OF ANY KIND, AND REEHER, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY EXCLUDES AND DISCLAIMS ANY WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, REEHER DOES NOT WARRANT THAT ACCESS TO, OR OPERATION OF, THE SERVICES (INCLUDING WITHOUT LIMITATION THE WEBSITE, CONTENT AND SOFTWARE) WILL BE UNINTERRUPTED, SECURE, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR ERROR-FREE, THAT ALL ERRORS CAN OR WILL BE CORRECTED, OR THAT THE SERVICES (INCLUDING WITHOUT LIMITATION THE WEBSITE, CONTENT AND SOFTWARE) OR ANY COMPONENT THEREOF, OR WILL SATISFY YOUR OR ANY THIRD PARTY'S REQUIREMENTS.
9. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE IN THIS EULA OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL (a) REEHER OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE UNDER OR AS A RESULT OF THIS EULA TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF REEHER HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, AND (b) REEHER'S TOTAL, CUMULATIVE LIABILITY FOR ANY LOSS, COST, CLAIM, LEGAL ACTION OR DAMAGES OF ANY KIND (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY) ARISING OUT OF OR RELATED TO THIS EULA EXCEED \$10. No claim, regardless of form, which in any way arises out of this EULA may be made or brought by you more than one (1) year after the basis for the claim becomes known to you. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY EXCLUSIVE REMEDIES.
10. General. The laws of the State of Minnesota will govern this EULA, without reference to its conflicts of law principles. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the State and Federal courts located in Hennepin County, Minnesota; such jurisdiction and venue being exclusive for you. The United Nations Convention on Contracts for the Sale of Goods does not apply to this EULA. If any provision of this EULA is held to be unenforceable, that provision will be removed and the remaining provisions will remain in full force. The failure of either party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. This EULA is the entire and exclusive agreement between you and Reeher with respect to the subject matter hereof. You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under this EULA, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Reeher's prior written consent, which consent Reeher may give or withhold in its sole discretion. Any purported assignment, delegation, or transfer in violation of this Section 10 is void.