

GUIDESTAR API

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"**Authorized Users**" means those Licensee employees or contractors that are authorized by Licensee to access and use the GuideStar Data via the GuideStar API.

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"**GuideStar API**" means the application programming interface through which Licensee is provided access to GuideStar's servers for the purposes of accessing and/or extracting certain GuideStar Data for the Permitted Uses.

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2. **Ownership of Intellectual Property.** As between the parties, GuideStar is and shall remain the sole owner of the GuideStar API, the GuideStar Data, the GuideStar Marks and all Intellectual Property rights in the foregoing. Licensee acknowledges that the compilation of the GuideStar Data is a proprietary work of GuideStar and comprises: (a) works of original authorship, including compiled information containing GuideStar's selection, arrangement and coordination and expression of the data therein or preexisting material; and (b) information that has been created, developed and maintained by GuideStar at great expense, such that misappropriation or unauthorized use by others would irreparably harm GuideStar and/or reduce GuideStar's incentive to create, develop and maintain such information.

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5. LIMITATIONS OF LIABILITY AND REMEDY. **IN NO EVENT SHALL GUIDESTAR HAVE LIABILITY FOR PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST BUSINESS, LOST PROFITS, OR LOST DATA) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE LICENSES GRANTED HEREIN, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES ARE CLAIMED AND REGARDLESS OF WHETHER GUIDESTAR HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IN NO EVENT SHALL GUIDESTAR HAVE OR INCUR CUMULATIVE MONETARY LIABILITY OF ANY TYPE TO LICENSEE IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE SUMS PAID AND PAYABLE TO GUIDESTAR UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CLAIM(S) FOR DAMAGES ACCRUED.**

6. Indemnification. Licensee shall indemnify, defend and hold harmless GuideStar and its officers, directors, and employees against and from all liabilities, losses, expenses, damages and costs including, without limitation, reasonable attorney's fees, which result from, arise or are incurred in connection with or are related in any way to (i) claims by third parties arising from (a) any breach by Licensee or an Authorized User of this Agreement; (b) any third party claim asserted against GuideStar by any non-profit organization or Authorized User arising out of the Licensee Site or access via the Licensee Site to the GuideStar Products; or (c) any representation or warranty made by Licensee to any third party that exceed any warranties and/or contradict the disclaimers of warranty made by GuideStar under this Agreement.

7. Confidentiality. In the course of this Agreement, each party (the "Receiving Party") may receive or learn Confidential Information of the other party (the "Disclosing Party"). The Receiving Party agrees that it shall: (i) not use the Disclosing Party's Confidential Information except as is reasonably necessary to exercise its rights and fulfill its obligations under this Agreement; (ii) not disclose the Disclosing Party's Confidential Information to third parties without the Disclosing Party's express prior written consent, except that each Receiving Party may disclose Confidential information to its employees, representatives, agents and (in the case of Licensee) Authorized Users (collectively, "Representatives") as reasonably necessary for such Receiving Party to exercise its rights or fulfill its obligations under this Agreement, and provided further that such Representatives are subject to confidentiality agreements that are as protective of the Disclosing Party's Confidential Information as the provisions of this Agreement; and (iii) safeguard the Confidential Information against unauthorized use or disclosure with at least the same level of care as the Receiving Party uses to safeguard its own confidential information of a similar nature, and in no event with less than reasonable care. The provisions of this Agreement shall not preclude a Receiving Party from disclosing Confidential Information pursuant to law, regulation, court order, subpoena, or other legal requirement, provided, however, that such disclosures may be made only to the extent actually so required and after the Receiving Party makes earliest practical notice to the Disclosing Party (unless such notice is prohibited by law). The Receiving Party will provide reasonable assistance (at the Disclosing Party's expense) in efforts to obtain a protective order or other lawful measure to prevent disclosure. Each Receiving Party acknowledges that any unauthorized use or disclosure of Confidential Information shall cause the Disclosing Party irreparable harm for which it could not be fully compensated by money damages, and that in such event the Disclosing Party shall be entitled to seek and obtain preliminary and permanent equitable relief without the necessity of posting a bond, in addition to other legal and equitable remedies. The obligations of confidentiality herein shall survive the termination or expiration of this Agreement for so long as the information in question continues to meet the definition of Confidential Information in Section 1 above.

8. **Term and Termination.** The Term of the Agreement is thirty (30) days (unless extended by written agreement by GuideStar). Upon termination, if Licensee wishes to continue to license the GuideStar API and the GuideStar Data, Licensee must enter into a longer term commercial GuideStar API License Agreement that will govern such license and continued use. This Agreement may be terminated immediately by either party, upon written notice, when the other party has breached any material provision of this Agreement and has failed to cure such breach within five (5) days after receiving written notice by the party not in breach. Upon termination or expiration of this Agreement, (a) all licenses granted by GuideStar pursuant to this Agreement shall terminate; (b) Licensee shall cease, and shall cause its Authorized Users to cease, all use of the GuideStar Data; and (c) each party shall return to the other party all of the other party's Confidential Information (except that each party may destroy, or purge Confidential Information if, by its nature, it is not reasonably transportable or otherwise not susceptible of return).

9. **Miscellaneous.** All notices, authorizations and requests in connection with this Agreement shall be in writing and shall be deemed given: (a) upon delivery, if delivered in person; (b) one (1) business day after deposit with a national air express overnight courier, charges prepaid; or (c) five (5) days after placement in the U.S. mails to be sent via certified mail, and in any event addressed to the addresses set forth below for GuideStar and on the Order Form, for Licensee. GuideStar USA, Inc., 4801 Courthouse Street, Suite 220, Williamsburg, VA 23188, Attention: Counsel. If any provision of this Agreement is held by a court of competent jurisdiction to be void, contrary to law or public policy or otherwise unenforceable, this Agreement shall be modified automatically to the extent necessary to cure or, if necessary, delete the offending provision, and the remaining provisions shall remain in full force and effect. Neither party shall directly or indirectly sell, transfer, assign, convey, pledge, encumber or otherwise dispose of this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may, without the prior written consent of the other party, assign or transfer this Agreement as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets related to this Agreement, provided the assignee agrees in writing to assume all of the assigning party's obligations hereunder. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns. This Agreement shall not be modified except by a subsequently dated written amendment to this Agreement signed on behalf of both parties by their duly authorized representatives. This Agreement and any matters hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflict or choice of laws principles. Any litigation arising in connection with this Agreement shall be commenced and maintained solely in a court of competent subject matter jurisdiction within the geographic boundaries of the U.S. District Court for the Eastern District of Virginia, Richmond Division, and each party consents to personal jurisdiction and venue in any such court. Provisions of this Agreement that, by their nature are meant to be performed after the termination or expiration of this Agreement, shall so survive, including without limitation those provisions governing ownership, confidentiality, indemnification, limitations of liability, governing law and audit rights. No term or provision hereof shall be deemed waived and no breach consented to or excused, unless such waiver, consent or excuse is in writing and signed by the party claimed to have waived, consented or excused. The parties hereto are independent contractors. Neither party is an employee, agent, partner or joint venture of the other. Neither party shall have the right to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. Each party may use the other party's name and logo in a listing of customers or partners with which such party does business (which listing may appear on such party's website and/or in its marketing materials). This Agreement is the entire agreement and understanding of the parties with respect to the subject matter hereof, and it supersedes all prior agreements, understandings and representations relating to the subject matter hereof. The parties agree that there are no warranties and representations other than as are expressly set forth herein.