

PURCHASE ORDER NO. CBF20013

10 College Parkway
Folsom, CA 95630

PO Date: Jul 15, 2019 Date Required:

Ordered By: BRAKENHOFF/BUSHAI Requisition #: 42152

VENDOR: eTEAMSPONSOR (ETS)
1390 WILLOW PASS ROAD, SUITE 210
CONCORD CA 94520
randy@eteamsponsor.com

SHIP TO: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM, CA 95630

BILL TO: FOLSOM LAKE COLLEGE
ATTN: BUSINESS SERVICES
10 COLLEGE PARKWAY
FOLSOM, CA 95630

888-842-8220 x4

Line #	Item/Description	QTY	UOM	PO Price	Extended Amount
1	SaaS FundRaker (eTS) v1.0 First Year License	1.00	ea	\$15,000.000	\$15,000.00
2	DISC Q2-19 FundRaker Discount	1.00	ea	\$-5,000.000	\$-5,000.00
3	DISC CCCAA Partner Discount	1.00	ea	\$-5,005.000	\$-5,005.00

INSTRUCTIONS:

State Tax %

Sub Total

State Tax

Shipping

Total PO Amount

All shipments, invoices, and correspondence must be identified with our Purchase Order Number

Direct all deliveries and delivery documents to the SHIP TO address.

Direct all correspondence and invoices to the BILL TO address.

NO PAYMENT will be made without an invoice.

Payment Terms: NET 30

AUTHORIZED SIGNATURE AND DATE
Augustine Chaney Jr. 07/15/19

FOLSOM LAKE COLLEGE
EL DORADO CENTER | RANCHO CORDOVA CENTER

CHECK ONE

- ASG(71,72)
- College Act. Trust(81)
- Foundation(83)
- IR(13,14)
- Harris Ctr(55)

CAMPUS-BASED REQUISITION

DATE 7/9/19

VENDOR ETS REQ. # CBF 42152

ADDRESS 1390 Willow Pass Rd, Ste 210 PO REQUIRED(circle one) YES NO

CITY Concord P.O. # CBF 20013

STATE CA ZIP 94520 DATE REQUIRED _____

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Fondraiser 1st year license,				4995
2	all contract				
3					
4					
5					
6					
7					
8					
9					
10					

Check Distribution

Call Student, Hold for pick up # _____

Call _____, Hold for pick up # _____

Forward to _____

Inter-Campus mail to _____

USPS mail

Other _____

Sub-Total	
Sales Tax	
Freight	
TOTAL	<u>4995-</u>

Account Name BANFL / Bus Unit 4503 / Account 83 / Department FLCP FOUN / Program 70904 / Class ONLIM6700 / Project \$4995- / Amount

Account Name _____ / Bus Unit _____ / Account _____ / Fund _____ / Department _____ / Program _____ / Class _____ / Project _____ / Amount \$ _____

AUTHORIZED Susan Brackley
Club Officer/Requestor

APPROVED Paul Buchanan
Faculty Advisor/Administrator

Business Services Use Only

Budget Checked ms Vendor ID 2319

Voucher # 42152 Date 7-16-19

Warrant # _____ Date _____

1390 Willow Pass Rd. Ste 210
Concord, CA 94520



INVOICE NUMBER 1-0703
INVOICE DATE April 29, 2019

ITEM	DESCRIPTION	PURCHASE DATE	AMOUNT
SaaS	Folsom Lake College (CA) FundRaker (eTS) v1.0 First Year License	5/1/2019	\$15,000.00
DISC	Q2-19 FundRaker Discount	5/1/2019	(5,000.00)
DISC	CCCAA Partner Discount	5/1/2019	(5,005.00)
		SUBTOTAL	4,995.00
			\$4,995.00
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
RANDY CODDINGTON, Co-Founder
(888) 842-8220 x4
email: Randy@eTeamSponsor.com

MAKE ALL CHECKS PAYABLE TO:
eTeamSponsor
1390 Willow Pass Rd. Ste 210
CONCORD, CA 94520

Randy Coddington

Date

Polsom Lake College (CA)

Date

[Handwritten Signature]

7/11/19



SOFTWARE AS A SERVICE AGREEMENT

This FUNDRAISING SERVICES AGREEMENT ("*Agreement*") is made and entered on or before July 1, 2019 ("*Effective Date*"), by and between Los Rios Community College District on behalf of Folsom Lake College ("*Client*") whose principal location is acting by and through its duly authorized officers, and eTeamSponsor, Inc. ("*ETS*"), a California corporation, whose principal executive offices are located at 1390 Willow Pass Rd. Suite 210, Concord, CA 94520.

RECITALS

WHEREAS, Los Rios Community College District on behalf of Folsom Lake College operates for charitable and educational purposes, including but not limited to developing philanthropic support to assist Folsom Lake College in providing accessible educational programs that assure academic, artistic and athletic excellence for the students of the College.

WHEREAS, ETS is a for profit corporation engaged in the business of providing software and services for organizations that conduct fundraising for charitable purposes.

WHEREAS, subject to the terms of this Agreement, the Client desires to engage the services of ETS and ETS desires to provide fundraising services on behalf of the Client.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the terms hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. FUNDRAISING SERVICES.

1.1 Fundraising Services. ETS shall use its on-line software applications to conduct fund raising activities for the Client. All sales or solicitation activity undertaken by ETS shall be performed by ETS, its agents, servants, representatives and employees through e-mail, telephone, videophone, Internet websites, other forms of electronic communication and in-person contacts.

1.2 Approval by Client. ETS shall provide all proposed solicitation materials to the Client for review prior to use and shall not use any of those materials without the express written consent of a then acting officer of the Client. The Client shall exercise control and approval over the content and frequency of any solicitations distributed under this Agreement. The Client may monitor any of ETS's solicitation efforts and reserve the right to direct, instruct and otherwise limit ETS's solicitation services for the purpose of preserving and protecting the Client's good name.

1.3 Representation of Client. ETS, its agents, servants, representatives and employees shall, in connection with all sales and solicitations clearly state that they represent the Client in connection with fundraising activities on its behalf. In connection with all sales and solicitation activities, ETS, its agents, servants, representatives and employees shall not misrepresent the Client's name and activities in any way. The Client will provide ETS with a description of its organization and its activities which may be used in connection with sales and solicitations. At Client's request, ETS will comply with a script or other policies or guidelines specified by Client when ETS is engaged in sales and solicitation activities hereunder.

1.4 Compliance with Laws. ETS shall comply with all applicable federal and state laws and regulations, including but not limited to those of the State of California, in the conduct

of its business and its fundraising activities on behalf of the Client. This shall include being registered, as and if required by law, with state attorneys general or other agencies governing charitable fundraising in any state where the solicitations hereunder are directed.

1.5 Recordkeeping and Reports. ETS shall maintain an accurate digital record of all solicitations made to any resident of the United States and shall maintain these records for a period no less than three (3) years. The Client shall have access to examine and copy all physical or digital records maintained by ETS that pertain to the Client, may export and save to its own server's copies of the records that are in digital form, and may observe all sales and solicitation activities ETS engages in on behalf of the Client. Except as may be provided in a separate agreement between ETS and the Client, ETS shall, no less than once every calendar quarter, provide the Client with a list of all donors. The lists shall include a contribution history for each donor and be formatted in a manner the Client may reasonably designate from time to time. All donor and prospect information shall be made available to the Client at a reasonable time, and shall constitute Client confidential information that ETS preserves and protects in accordance with the terms of this Agreement. Notwithstanding anything to the contrary in the ETS Privacy Statement, in the event of a data breach or event involving Client's donor information, ETS shall promptly notify Client and coordinate with Client about notification to affected donors in accordance with law, at the sole expense of ETS or its cyber liability insurance company.

2. SOFTWARE SERVICES.

To support the fundraising activities contemplated herein, ETS will permit Client to authorize users (Los Rios Community College District on behalf of Folsom Lake College, or separate entities affiliated with the College or the Client) to have access to and use of ETS software. The initial contemplated use shall be as a cloud service hosted by ETS. Client will cause each such authorized user to sign a copy of Exhibit A and will forward a record of such signature to ETS as a precondition of each fundraising program initiated hereunder. ETS will maintain security and backup protections at least equal to industry standards while it maintains any data of Client, and will cooperate with all reasonable requests of Client to audit the same. ETS will cooperate with a request from Client to establish a source code escrow, for Client's benefit, if at any time Client has reasonable grounds for concluding that its data or the continued operation or support of ETS are insecure.

3. FUNDRAISING ACTIVITIES.

3.1 Use of Trademarks. In connection with ETS's fundraising activities on behalf of the Client, ETS shall have the right to use the Client's trademarks, good name and good will. Subject to the terms and conditions of this Agreement, the Client grants to ETS a non-exclusive, non-transferable, royalty-free license to use the Client's trademarks in connection with all fundraising activities throughout the world conducted under this Agreement. ETS shall make no other use of the Client's trade name, trademarks or good will. In order to protect and preserve the Client's rights in its trademarks and trade names, and those of Los Rios Community College District on behalf of Folsom Lake College or any of its departments, affiliates or programs, ETS understands, acknowledges, and agrees that (a) prior to the first date of ETS's use of the same in connection with fundraising activities, ETS shall obtain the Client's written approval of all aspects of such use; and (b) once ETS's use of the same is initially approved by Client, any subsequent alteration, modification, or change in such use must be reviewed and approved in writing by the Client prior to implementation of any such alteration, modification, or change.

3.2 Activities. The Client shall cooperate with ETS's efforts hereunder. ETS' efforts to solicit philanthropic donations shall be conducted through ETS's program of e-mail, Internet websites and other forms of electronic communication. ETS shall not initiate solicitations by telephone or through in-person communications with Client donors or prospects, but may use such means to answer inquiries or help requests.

3.3 Timing of Fundraising Activities. The first fundraising campaign, event or service ETS performs under the Agreement will commence promptly upon execution and delivery of this Agreement accompanied by payment of the initial fee identified herein. The parties will agree upon each schedule of fundraising activities and will cooperate reasonably with each other's requests for schedule, form or content changes.

4. CONTROL OF FUNDS.

All donations will be directed to a PCI compliant payment gateway specified by the Client. Each contribution made by a donor shall be delivered electronically directly to the Client's payment gateway and deposited into Client's merchant account. Any contribution made by a donor that is inadvertently delivered to ETS shall be held in trust for the Client and shall be delivered to the Client within five (5) working days of its receipt by ETS as follows: (a) deposited in an account at a bank or other federally insured financial institution that is solely in the name of the Client and over which the Client has sole control over withdrawals; (b) delivered to the Client in person, by U.S. Express Mail, or by another method of overnight delivery; or (c) transacted through a payment gateway company such as authorize.net, paypal, or the like.

5. FEES FOR SERVICE.

5.1 Fees for Service. In exchange for the Software, Documentation, and Fundraising Services provided by ETS under this Agreement, the Client shall pay to ETS the following fees: a one-time subscription fee and an annual renewal fee for the duration of each agreement year defined in Exhibit C.

5.2 Payment of Fees. The Client agrees to remit payment in full of all subscription fees owed to ETS in lawful money of the United States upon receipt of invoice and via Client check.

6. REGULATORY REQUIREMENTS.

This Agreement is subject to the issuance of all necessary governmental permits, registrations and approvals with respect to fundraising activities contemplated by this Agreement in a timely manner by all governmental agencies having regulatory authority over such activities. ETS warrants that it has registered as a commercial fundraiser with the California Attorney General. ETS shall not commence fundraising activities on behalf of the Client until compliance with all required permits, registrations and approvals is completed in California and any other jurisdiction where it may be required.

7. LIMITATION OF LIABILITY.

THE ENTIRE CUMULATIVE LIABILITY OF ETS AND ITS SUPPLIERS FOR ALL MATTERS ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY LICENSEE FOR THE SOFTWARE OR SERVICES, AS APPLICABLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,

EACH PARTY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE, WHETHER BASED IN AGREEMENT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL ETS BE LIABLE FOR ANY LOSS, COST, LIABILITY OR DAMAGE INCURRED AS A RESULT OF LICENSEE'S RECEIPT OF OR PARTICIPATION IN ANY THIRD PARTY SERVICES, THIRD PARTY WEBSITES, OR FINANCIAL SERVICES. IN NO EVENT DOES ETS ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN LICENSEE ARISING OUT OF LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE OR SERVICES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. ETS WOULD NOT BE ABLE TO HAVE PROVIDED THE SOFTWARE OR THE SERVICES WITHOUT SUCH LIMITATIONS.

THE LIABILITY LIMITATIONS IN THIS SECTION 8 WILL NOT APPLY TO A PARTY'S (A) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (B) ITS INFRINGEMENT OR MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY OF THE OTHER PARTY, (C) ITS INDEMNITY OBLIGATIONS TO THE OTHER PARTY, OR (D) ANY BREACH OF AGREEMENT OR TORT INVOLVING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. TERM AND TERMINATION.

8.1 Term. This Agreement shall commence on the Effective Date and continue for a period of one year, unless earlier terminated in accordance with the terms of this Agreement. The Agreement may be extended annually by Client, for a period of up to five additional years, in each case upon notice to ETS at least 90 days before the end of the term.

8.2 Cancellation or Termination of Agreement.

(a) Cancellation. The Client shall have the right to cancel this Agreement without cost, penalty or liability for a period of ten days following the date of execution, by serving a written notice of cancellation on ETS. If mailed, service shall be by certified mail, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. The notice shall be sufficient if it indicates that the Client does not intend to be bound by the Agreement. Any funds collected after effective notice that the Agreement has been canceled shall be deemed to be held in trust for the benefit of the Client without any deduction for costs or expenses. The Client shall be entitled to recover all funds collected after the effective date of cancellation.

(b) Termination for Convenience. Following the initial 10-day cancellation period, the Client reserves the right to terminate this Agreement, upon 30 days' prior written notice to ETS, that, if mailed, service of the notice shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of ten (10) calendar days from the date of mailing. In the event of termination under this subsection,

the Client shall be liable for services provided by ETS up to 30 days after the effective date of the notice.

(c) Termination by the Client for Cause. Following the initial 10 day cancellation period, the Client reserves the right to terminate this Agreement, without payment or compensation of any kind to ETS, at any time upon written notice to ETS, if ETS or its agents, employees or representatives (i) make any material misrepresentations in the course of solicitations or with respect to the Client or other material subject matter of this Agreement; (ii) are found by the Client to have been convicted of a crime arising from the conduct of a charitable solicitation punishable as a misdemeanor or a felony; (iii) otherwise conducts its fundraising activities in a manner that causes or could cause public disparagement of the Client's trademarks, good name or goodwill; (iv) discloses confidential information in violation of section 11 of this Agreement; or (v) or ETS suffers a data breach involving Client's donor information.

(d) Termination for Breach. Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party which continues without cure for 30 or more days following the giving of written notice of such breach to the breaching party.

8.3 Effect of Cancellation, Termination or Expiration. Upon cancellation, termination or expiration of this Agreement, the Client shall immediately return to ETS, or certify the destruction of, all copies of the Software and Documentation in the Client's possession or under its control. The rights and obligations contained in Sections 2.3, 2.4, 7, 8, 10 and 11, and any other sections which by their nature would reasonably be expected to survive expiration or termination shall survive and remain effective. Upon expiration or termination of this Agreement for any reason, Client shall no longer be licensed to install, operate, access, use or reproduce the Software or Documentation. Client agrees that upon termination of the Agreement as provided in this Section 9, ETS shall not be liable to Client or any third party for any termination of Client's access to the Software or deletion of any data stored on the Software. Upon termination of this Agreement, ETS reserves the right to maintain copies of all data files and records input to the Software, for up to three years, after which it will certify its anonymization to the Client in the ETS software.

9. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

9.1 "Confidential Information" of a party means any information disclosed by that party to the other party pursuant to this Agreement which is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature. Confidential Information may also include oral information disclosed by one party to the other pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and is reduced to writing by the disclosing party within a reasonable time after its oral disclosure, and such writing is marked in a manner to indicate its confidential nature and delivered to the receiving party during the term of this Agreement.

9.2 Confidentiality Obligation. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth herein, and shall use reasonable efforts not to disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like

importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement. Each party shall promptly notify the other party of any misuse or unauthorized disclosure of the other party's Confidential Information. The foregoing restrictions will not apply to information that: (a) is known to the receiving party at the time it receives Confidential Information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; (c) has been rightfully received by the receiving party from a third party authorized to make such communication without restriction; (d) is generally furnished to third parties by the owner without a similar restriction of the receiving party's right; (e) has been approved for release by written authorization of the disclosing party; or (f) is required by law to be disclosed after written notification by the receiving party.

9.3 Injunctive Relief. The parties agree that any breach of the restrictions contained in this Section 10 might cause irreparable and continuing harm to the non-breaching party for which there might be no adequate remedy at law, and further agrees that, in the event of any breach or threatened breach of this section, the non-breaching party shall have the right to seek injunctive relief from a court of competent jurisdiction to prevent a continuing or threatened breach of this Agreement and such other and further relief as may be proper.

10. GENERAL PROVISIONS.

10.1 Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, emailed or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

10.2 Independent Agreement; Non-Exclusive. The parties' relationship shall be solely that of independent agreementors, and nothing contained in this Agreement shall be construed to make either party an agent, partner, representative or principal of the other for any purpose. Neither party will have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of any other party, whether express or implied, or bind the other party in any respect whatsoever. Neither party shall be obligated to deal exclusively with the other with respect to the transaction of any business of any kind. This Agreement does not preclude Client from conducting any fundraising activities through any other providers or mechanisms it may choose.

10.3 Assignment. This Agreement shall inure and be binding upon the parties hereto and their respective successors and assigns. This Agreement may not be assigned by either party without the express written consent of the other party.

10.4 Non-Waiver. No term or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of or excuse for any other different or subsequent breach.

10.5 Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to the state's conflict of laws principles. The parties exclude the application of the United Nations Convention on Agreements for the International Sale of Goods if otherwise applicable. The parties hereby submit to the personal jurisdiction of and agree that any legal proceeding with respect to or arising under this

Agreement shall be brought in a court competent jurisdiction in California. The parties hereby waive any right they have to bring an action or proceeding with respect to this Agreement in any other jurisdiction.

10.6 U.S. Government Licenses. The Software and Documentation are considered a "commercial item" as that term is defined at 48 C.F.R. section 2.101, or "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. section 12.212 of the Federal Acquisition Regulations and its successors, and 48 C.F.R. section 227.7202 of the DoD FAR Supplement and its successors.

10.7 Severability. If any provision of this Agreement is held to be void or unenforceable, then such provision will, to the extent permitted by the court or government to not be voided but will instead be construed to give effect to its intent to the maximum extent permissible under applicable law and the remainder of the Agreement shall remain in full force and effect in accordance with its terms.

10.8 Compliance With Law. Each party shall comply with all applicable laws and regulations (including privacy laws and regulations) having application to or governing its use and/or operation of the Software.

10.9 Entire Agreement; Amendment. This Agreement, including all exhibits hereto constitutes the final, complete and entire agreement between the parties with respect to the subject matter hereof, and supersedes any previous proposals, negotiations, agreements, or arrangements, whether verbal or written, made between the parties with respect to such subject matter. This Agreement may only be amended or modified by mutual agreement of authorized representatives of the parties in writing.

10.10 Counterparts. This Agreement shall not be binding in whole or in part upon the parties unless and until duly executed by or on behalf of both parties hereto, in which event this Agreement shall be effective as of the Effective Date. This Agreement may be executed in one or more counterparts and by each party in different counterparts, all of which shall constitute one and the same agreement.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first written above.

Client

eTeamSponsor, Inc.

By: 

Name: Mario Rodriguez

Capacity: Assoc. Vice Chancellor Finance

Date: 7/1/19

Attachments: Exhibit A and B

By: 

Name: Sean Connors

Capacity: CEO



EXHIBIT A TO SOFTWARE AS A SERVICE AGREEMENT

EACH END USER OF THE ETS SOFTWARE IS REQUIRED TO SIGN AN ELECTRONIC COPY OF THIS LICENSE UPON INITIAL LOGIN.

eTEAMSPONSOR, INC. END USER LICENSE

This End User License ("*License*") states the terms and conditions on which eTeamSponsor, Inc., a California corporation, ("*ETS*", "*we*", "*our*" or "*us*"), owner of the Software described herein, will permit an end user authorized by the Client for Los Rios Community College District on behalf of Folsom Lake College, (each end user is "*Licensee*", "*you*" or "*your*") a 501(c)(3) organization to use the Software.

1. LICENSE.

1.1 **License.** Subject to the terms and conditions of this License, including the payment of all applicable fees, ETS grants to you a personal, limited, non-exclusive, non-transferable license to electronically access and use the Software to manage your organization's fundraising campaign through the ETS Website. The term "*Software*" includes ETS's online software applications and databases and any other programs, tools, Internet-based services, components and updates of the Software that ETS provides or makes available to you. Updates may include Software maintenance, service information, help content, bug fixes, maintenance releases, and similar services. You are entitled to access updates to the Software that ETS generally makes available to users of the Software through the ETS Website. Certain Software may be accompanied by, and will be subject to, additional terms, conditions and fees.

1.2 **Restrictions on Use.** Under this License, you are not permitted, and shall not allow any third party to, do any of the following: (a) access or attempt to access any other ETS systems, programs or data that are not made available for public use; (b) copy, reproduce, republish, upload, post, transmit, sublicense, resell or distribute in any way the material from the ETS website; (c) permit any third party to benefit from the use or functionality of the Software or Services via a rental, lease, timesharing, service bureau, or other arrangement; (d) transfer any of the rights granted to you under this License; (e) work around any technical limitations in the Software, use any tool to enable features or functionalities that are otherwise disabled in the Software, or decompile, disassemble, or otherwise reverse engineer the Software except as otherwise permitted by applicable law; (f) perform or attempt to perform any action that would interfere with the proper working of the Software or Services, (g) prevent access to or the use of the Software or Services by ETS's other licensees or Clients, or impose an unreasonable or disproportionately large load on ETS's infrastructure; or (h) otherwise use the Software except as expressly allowed by this License.

2. SERVICES.

2.1 **Present Services.** Subject to the terms and conditions of this License, including the payment of all applicable fees, ETS will provide you with the following services under this License: (a) Software accessible via the Internet to manage an Internet based sponsorship environment to raise money for your organization; (b) database management tools accessible via the Internet to import, manage, maintain and export data and information about your fund raising program; (c) online support to assist you with setting up and managing your online accounts; (d)

access to the Software 24 hours per day, seven days per week, except during scheduled maintenance and down time; (e) timely notices informing you that your data or account require updating or renewal; (f) recordkeeping of each fund raising transaction in your account, (g) real time electronic reports; (h) maintenance of hardware and backup of all software, systems and services via outsourcing at secure, offsite data centers; and (i) account and technical support available via telephone, online chat and e-mail (collectively, with ETS Services, the "Services").

2.2 New Services. ETS may offer you new services, features, products, software applications, online communities, offers and promotions that it provides to its licensees ("*ETS Services*"). You have no obligation to subscribe for such new ETS Services. If you decide to use any new ETS Services, you may be subject to additional terms and conditions governing these ETS Services, and additional fees. Your use of new ETS Services constitutes acceptance of all the additional terms, conditions and fees that apply to such services. Some ETS Services or Software may be in beta test version and are not final. Such versions of ETS Services and Software may contain errors, bugs and other problems which may result in the failure of such Software or ETS Services. You agree ETS shall not be liable for any damages, whether in agreement, tort (including negligence) or otherwise, arising from your use of Software or Services in beta test version. You agree ETS may contact you to assist you with the Software and ETS Services, and obtain information needed to determine and fix any errors in such Software and ETS Services.

3. PROPERTY RIGHTS.

3.1 ETS's Property Rights. The Software is licensed not sold. ETS reserves all rights not expressly granted to you in this License. The Software is protected by copyright, trade secret and other intellectual property laws. You acknowledge and agree that ETS or its licensors own all rights, title and interest in and to the Software, Services, technology available through the Software and Services, all content, except User Content, maintained by ETS on the ETS website ("*ETS Content*"), and all copyrights, trade secrets, patents, trademarks and other intellectual property rights therein. Any use of the ETS Content, other than to access and use the Software or Services on the ETS website is prohibited. You agree that you will not upload, transmit, reproduce, distribute or in any way exploit any ETS Content obtained through the Software or Services without first obtaining prior written consent from ETS. This License does not constitute a license to use any trade names, trademarks, service marks or other trade insignia owned by ETS or its licensors. Any use of such trade names, trademarks, service marks or other trade insignia of ETS or its licensors is strictly prohibited without the prior written consent of ETS and its licensors.

3.2 Licensee's Property Rights. ETS acknowledges that it claims no proprietary rights in the content, including Registration Data and Account Data, supplied by you for use with the Software and Services provided by ETS on its website ("*User Content*").

3.3 License to ETS. By uploading data to the Software and ETS Website you represent and warrant that you own or otherwise control the rights necessary to do so and you grant ETS and its licensors permission to use, modify, copy, distribute, transmit, display, perform, reproduce, sublicense, create derivative works from or transfer any such communication and data without charging ETS or its licensors and fees or royalties whatsoever.

4. REGISTRATION DATA.

4.1 Registration. You must register to use the Software and Services and (a) provide true, accurate, current and complete information as prompted by the interview sign-up process ("**Registration Data**"), and (b) maintain and promptly update the Registration Data to keep it accurate, current and complete. ETS will perform periodic audits of your Registration Information and Account Data (as defined below) to ensure compliance with the terms and conditions of this License. If you provide any Registration Data that are inaccurate, not current or incomplete, or ETS has reasonable grounds to suspect the data are inaccurate, not current or incomplete, ETS may, in its sole discretion, suspend or terminate your account and refuse all current or future access to and use of the Software or Services, or any portion thereof.

5. ACCESS INFORMATION AND ACCOUNT DATA.

5.1 Information and Data. You are solely responsible for (a) maintaining the confidentiality and security of your access numbers, passwords, security questions and answers, account numbers, login information, and any other security or access information you use to access the Software, Services and your financial institution accounts (collectively, "**Licensee Access Information**"), and (b) maintaining the accuracy and preventing unauthorized access to or use of the information, files or data that you store or use in or with the Software and Services (collectively, "**Account Data**"). You are responsible for providing access and assigning passwords to all users under your account for the Software and Services, and ensuring that all such authorized users comply with this License. You agree to immediately notify ETS if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. ETS reserves the right to deny you access to the Software or Services, or any part thereof, if it reasonably believes that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform ETS of all Licensee Access Information, and hereby grant to ETS permission to use such information to enable ETS to provide the Software and Services to you, including updating and maintaining Account Data, addressing errors or service interruptions, enhancing the types of software and services ETS may provide to you in the future, and for any other lawful purpose. You grant ETS permission to combine your Account Data with the account data of other users in a way that does not identify you or any individual personally, to improve services, compare sponsorship practices with other users with similar sponsorship habits, and for any other lawful purpose.

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Each party under this Agreement agrees to be responsible for any personal injury or property damage directly caused by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree.

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By:  _____

Name: Mario Rodriguez

Date: 7/1/19

Funds Raised / Renewal \$'s

\$1 - \$30,000	\$3,600
\$31,000	\$3,718
\$32,000	\$3,837
\$33,000	\$3,955
\$34,000	\$4,073
\$35,000	\$4,191
\$36,000	\$4,309
\$37,000	\$4,427
\$38,000	\$4,545
\$39,000	\$4,662
\$40,000	\$4,780
\$41,000	\$4,897
\$42,000	\$5,015
\$43,000	\$5,132
\$44,000	\$5,249
\$45,000	\$5,366
\$46,000	\$5,483
\$47,000	\$5,600
\$48,000	\$5,717
\$49,000	\$5,833
\$50,000	\$5,950
\$51,000	\$6,067
\$52,000	\$6,183
\$53,000	\$6,299
\$54,000	\$6,415
\$55,000	\$6,531
\$56,000	\$6,647
\$57,000	\$6,763
\$58,000	\$6,879
\$59,000	\$6,995
\$60,000	\$7,110
\$61,000	\$7,226
\$62,000	\$7,341
\$63,000	\$7,456
\$64,000	\$7,572
\$65,000	\$7,687
\$66,000	\$7,802
\$67,000	\$7,917
\$68,000	\$8,031
\$69,000	\$8,146
\$70,000	\$8,261
\$71,000	\$8,375
\$72,000	\$8,490
\$73,000	\$8,604
\$74,000	\$8,718
\$75,000	\$8,832
\$76,000	\$8,946
\$77,000	\$9,060
\$78,000	\$9,174
\$79,000	\$9,288
\$80,000	\$9,401
\$81,000	\$9,515
\$82,000	\$9,628
\$83,000	\$9,742
\$84,000	\$9,855
\$85,000	\$9,968
\$86,000	\$10,081
\$87,000	\$10,194
\$88,000	\$10,307
\$89,000	\$10,420
\$90,000	\$10,533
\$91,000	\$10,645
\$92,000	\$10,758
\$93,000	\$10,870
\$94,000	\$10,982
\$95,000	\$11,094
\$96,000	\$11,207
\$97,000	\$11,319

Funds Raised / Renewal \$'s

\$98,000	\$11,430
\$99,000	\$11,542
\$100,000	\$11,654
\$101,000	\$11,766
\$102,000	\$11,877
\$103,000	\$11,989
\$104,000	\$12,100
\$105,000	\$12,211
\$106,000	\$12,322
\$107,000	\$12,433
\$108,000	\$12,544
\$109,000	\$12,655
\$110,000	\$12,766
\$111,000	\$12,877
\$112,000	\$12,987
\$113,000	\$13,098
\$114,000	\$13,208
\$115,000	\$13,318
\$116,000	\$13,428
\$117,000	\$13,539
\$118,000	\$13,649
\$119,000	\$13,759
\$120,000	\$13,868
\$121,000	\$13,978
\$122,000	\$14,088
\$123,000	\$14,197
\$124,000	\$14,307
\$125,000	\$14,416
\$126,000	\$14,525
\$127,000	\$14,634
\$128,000	\$14,743
\$129,000	\$14,852
\$130,000	\$14,961
\$131,000	\$15,070
\$132,000	\$15,179
\$133,000	\$15,287
\$134,000	\$15,396
\$135,000	\$15,504
\$136,000	\$15,613
\$137,000	\$15,721
\$138,000	\$15,829
\$139,000	\$15,937
\$140,000	\$16,045
\$141,000	\$16,153
\$142,000	\$16,261
\$143,000	\$16,368
\$144,000	\$16,476
\$145,000	\$16,583
\$146,000	\$16,691
\$147,000	\$16,798
\$148,000	\$16,905
\$149,000	\$17,012
\$150,000	\$17,119
\$151,000	\$17,226
\$152,000	\$17,333
\$153,000	\$17,440
\$154,000	\$17,547
\$155,000	\$17,653
\$156,000	\$17,760
\$157,000	\$17,866
\$158,000	\$17,972
\$159,000	\$18,078
\$160,000	\$18,185
\$161,000	\$18,291
\$162,000	\$18,396
\$163,000	\$18,502
\$164,000	\$18,608
\$165,000	\$18,714
\$166,000	\$18,819
\$167,000	\$18,925

Funds Raised / Renewal \$'s

\$168,000	\$19,030
\$169,000	\$19,135
\$170,000	\$19,240
\$171,000	\$19,346
\$172,000	\$19,451
\$173,000	\$19,555
\$174,000	\$19,660
\$175,000	\$19,765
\$176,000	\$19,870
\$177,000	\$19,974
\$178,000	\$20,079
\$179,000	\$20,183
\$180,000	\$20,287
\$181,000	\$20,391
\$182,000	\$20,496
\$183,000	\$20,600
\$184,000	\$20,703
\$185,000	\$20,807
\$186,000	\$20,911
\$187,000	\$21,015
\$188,000	\$21,118
\$189,000	\$21,222
\$190,000	\$21,325
\$191,000	\$21,428
\$192,000	\$21,531
\$193,000	\$21,635
\$194,000	\$21,738
\$195,000	\$21,840
\$196,000	\$21,943
\$197,000	\$22,046
\$198,000	\$22,149
\$199,000	\$22,251
\$200,000	\$22,354
\$201,000	\$22,456
\$202,000	\$22,558
\$203,000	\$22,661
\$204,000	\$22,763
\$205,000	\$22,865
\$206,000	\$22,967
\$207,000	\$23,069
\$208,000	\$23,170
\$209,000	\$23,272
\$210,000	\$23,374
\$211,000	\$23,475
\$212,000	\$23,576
\$213,000	\$23,678
\$214,000	\$23,779
\$215,000	\$23,880
\$216,000	\$23,981
\$217,000	\$24,082
\$218,000	\$24,183
\$219,000	\$24,284
\$220,000	\$24,384
\$221,000	\$24,485
\$222,000	\$24,585
\$223,000	\$24,686
\$224,000	\$24,786
\$225,000	\$24,887
\$226,000	\$24,987
\$227,000	\$25,087
\$228,000	\$25,187
\$229,000	\$25,287
\$230,000	\$25,386
\$231,000	\$25,486
\$232,000	\$25,586
\$233,000	\$25,685
\$234,000	\$25,785
\$235,000	\$25,884
\$236,000	\$25,983
\$237,000	\$26,083



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Funds Raised / Renewal \$'s

\$238,000 \$26,182
 \$239,000 \$26,281
 \$240,000 \$26,380
 \$241,000 \$26,479
 \$242,000 \$26,577
 \$243,000 \$26,676
 \$244,000 \$26,775
 \$245,000 \$26,873
 \$246,000 \$26,971
 \$247,000 \$27,070
 \$248,000 \$27,168
 \$249,000 \$27,266
 \$250,000 \$27,364
 \$251,000 \$27,462
 \$252,000 \$27,560
 \$253,000 \$27,658
 \$254,000 \$27,756
 \$255,000 \$27,853
 \$256,000 \$27,951
 \$257,000 \$28,048
 \$258,000 \$28,146
 \$259,000 \$28,243
 \$260,000 \$28,340
 \$261,000 \$28,437
 \$262,000 \$28,534
 \$263,000 \$28,631
 \$264,000 \$28,728
 \$265,000 \$28,825
 \$266,000 \$28,921
 \$267,000 \$29,018
 \$268,000 \$29,115
 \$269,000 \$29,211
 \$270,000 \$29,307
 \$271,000 \$29,404
 \$272,000 \$29,500
 \$273,000 \$29,596
 \$274,000 \$29,692
 \$275,000 \$29,788
 \$276,000 \$29,884
 \$277,000 \$29,979
 \$278,000 \$30,075
 \$279,000 \$30,171
 \$280,000 \$30,266
 \$281,000 \$30,361
 \$282,000 \$30,457
 \$283,000 \$30,552
 \$284,000 \$30,647
 \$285,000 \$30,742
 \$286,000 \$30,837
 \$287,000 \$30,932
 \$288,000 \$31,027
 \$289,000 \$31,122
 \$290,000 \$31,216
 \$291,000 \$31,311
 \$292,000 \$31,405
 \$293,000 \$31,500
 \$294,000 \$31,594
 \$295,000 \$31,688
 \$296,000 \$31,782
 \$297,000 \$31,876
 \$298,000 \$31,970
 \$299,000 \$32,064
 \$300,000 \$32,158
 \$301,000 \$32,252
 \$302,000 \$32,345
 \$303,000 \$32,439
 \$304,000 \$32,532
 \$305,000 \$32,626
 \$306,000 \$32,719
 \$307,000 \$32,812

Funds Raised / Renewal \$'s

\$308,000 \$32,905
 \$309,000 \$32,998
 \$310,000 \$33,091
 \$311,000 \$33,184
 \$312,000 \$33,277
 \$313,000 \$33,370
 \$314,000 \$33,462
 \$315,000 \$33,555
 \$316,000 \$33,647
 \$317,000 \$33,740
 \$318,000 \$33,832
 \$319,000 \$33,924
 \$320,000 \$34,016
 \$321,000 \$34,108
 \$322,000 \$34,200
 \$323,000 \$34,292
 \$324,000 \$34,384
 \$325,000 \$34,476
 \$326,000 \$34,567
 \$327,000 \$34,659
 \$328,000 \$34,750
 \$329,000 \$34,842
 \$330,000 \$34,933
 \$331,000 \$35,024
 \$332,000 \$35,115
 \$333,000 \$35,206
 \$334,000 \$35,297
 \$335,000 \$35,388
 \$336,000 \$35,479
 \$337,000 \$35,570
 \$338,000 \$35,660
 \$339,000 \$35,751
 \$340,000 \$35,841
 \$341,000 \$35,932
 \$342,000 \$36,022
 \$343,000 \$36,112
 \$344,000 \$36,202
 \$345,000 \$36,292
 \$346,000 \$36,382
 \$347,000 \$36,472
 \$348,000 \$36,562
 \$349,000 \$36,652
 \$350,000 \$36,742
 \$351,000 \$36,831
 \$352,000 \$36,921
 \$353,000 \$37,010
 \$354,000 \$37,099
 \$355,000 \$37,189
 \$356,000 \$37,278
 \$357,000 \$37,367
 \$358,000 \$37,456
 \$359,000 \$37,545
 \$360,000 \$37,634
 \$361,000 \$37,722
 \$362,000 \$37,811
 \$363,000 \$37,900
 \$364,000 \$37,988
 \$365,000 \$38,077
 \$366,000 \$38,165
 \$367,000 \$38,253
 \$368,000 \$38,342
 \$369,000 \$38,430
 \$370,000 \$38,518
 \$371,000 \$38,606
 \$372,000 \$38,694
 \$373,000 \$38,781
 \$374,000 \$38,869
 \$375,000 \$38,957
 \$376,000 \$39,044
 \$377,000 \$39,132

Funds Raised / Renewal \$'s

\$378,000 \$39,219
 \$379,000 \$39,306
 \$380,000 \$39,394
 \$381,000 \$39,481
 \$382,000 \$39,568
 \$383,000 \$39,655
 \$384,000 \$39,742
 \$385,000 \$39,829
 \$386,000 \$39,915
 \$387,000 \$40,002
 \$388,000 \$40,089
 \$389,000 \$40,175
 \$390,000 \$40,262
 \$391,000 \$40,348
 \$392,000 \$40,434
 \$393,000 \$40,521
 \$394,000 \$40,607
 \$395,000 \$40,693
 \$396,000 \$40,779
 \$397,000 \$40,865
 \$398,000 \$40,950
 \$399,000 \$41,036
 \$400,000 \$41,122
 \$401,000 \$41,207
 \$402,000 \$41,293
 \$403,000 \$41,378
 \$404,000 \$41,464
 \$405,000 \$41,549
 \$406,000 \$41,634
 \$407,000 \$41,719
 \$408,000 \$41,804
 \$409,000 \$41,889
 \$410,000 \$41,974
 \$411,000 \$42,059
 \$412,000 \$42,144
 \$413,000 \$42,228
 \$414,000 \$42,313
 \$415,000 \$42,397
 \$416,000 \$42,482
 \$417,000 \$42,566
 \$418,000 \$42,650
 \$419,000 \$42,734
 \$420,000 \$42,818
 \$421,000 \$42,902
 \$422,000 \$42,986
 \$423,000 \$43,070
 \$424,000 \$43,154
 \$425,000 \$43,238
 \$426,000 \$43,321
 \$427,000 \$43,405
 \$428,000 \$43,488
 \$429,000 \$43,572
 \$430,000 \$43,655
 \$431,000 \$43,738
 \$432,000 \$43,821
 \$433,000 \$43,905
 \$434,000 \$43,988
 \$435,000 \$44,070
 \$436,000 \$44,153
 \$437,000 \$44,236
 \$438,000 \$44,319
 \$439,000 \$44,401
 \$440,000 \$44,484
 \$441,000 \$44,566
 \$442,000 \$44,649
 \$443,000 \$44,731
 \$444,000 \$44,813
 \$445,000 \$44,896
 \$446,000 \$44,978
 \$447,000 \$45,060



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Funds Raised / Renewal \$'s

\$448,000	\$45,142
\$449,000	\$45,223
\$450,000	\$45,305
\$451,000	\$45,387
\$452,000	\$45,469
\$453,000	\$45,550
\$454,000	\$45,632
\$455,000	\$45,713
\$456,000	\$45,794
\$457,000	\$45,876
\$458,000	\$45,957
\$459,000	\$46,038
\$460,000	\$46,119
\$461,000	\$46,200
\$462,000	\$46,281
\$463,000	\$46,361
\$464,000	\$46,442
\$465,000	\$46,523
\$466,000	\$46,603
\$467,000	\$46,684
\$468,000	\$46,764
\$469,000	\$46,845
\$470,000	\$46,925
\$471,000	\$47,005
\$472,000	\$47,085
\$473,000	\$47,165
\$474,000	\$47,245
\$475,000	\$47,325
\$476,000	\$47,405
\$477,000	\$47,485
\$478,000	\$47,564
\$479,000	\$47,644
\$480,000	\$47,723
\$481,000	\$47,803
\$482,000	\$47,882
\$483,000	\$47,961
\$484,000	\$48,041
\$485,000	\$48,120
\$486,000	\$48,199
\$487,000	\$48,278
\$488,000	\$48,357
\$489,000	\$48,436
\$490,000	\$48,514
\$491,000	\$48,593
\$492,000	\$48,672
\$493,000	\$48,750
\$494,000	\$48,829
\$495,000	\$48,907
\$496,000	\$48,985
\$497,000	\$49,064
\$498,000	\$49,142
\$499,000	\$49,220
\$500,000	\$49,298

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