

End User Agreement for Prospect Research Online provided by iWave Information Systems Inc.

Please note that subscriptions are non-refundable. This end user license agreement ("License Agreement") and the document by which the Customer orders a Subscription to access the Software ("Order Form"), or renews a Subscription ("Renewal Form") contain the complete and exclusive statement of the agreement between the parties under which iWave Information Systems Inc. ("Licensor") grants a right to access Prospect Research Online ("PRO") ("Software") to the Customer and will supersede any prior proposal, representation, or understanding between the parties. No oral or written representation that is not expressly contained in the License Agreement, Order Form or Renewal Form is binding on the Licensor.

The Software is copyrighted and licensed, not sold, to the Customer. By using a user name and password to access the Software, the person or entity that purchases a Subscription to Prospect Research Online ("Customer") accepts and agrees to the terms of the License Agreement. A "Subscription" is the right to access the Software for the period specified on the signed Order Form ("Term"). If the Customer is not willing to be bound by the terms of this License Agreement, the Customer should promptly notify the Licensor that the Software will not be accessed and the Customer will receive a refund.

Before you click on the **"ACCEPT"** button at the end of this document, carefully read the terms and conditions of this license agreement. By clicking on the **"ACCEPT"** button and accessing the software, you are consenting to be bound by and are becoming a party to this license agreement. If you do not agree to all of the terms of this license agreement, click the **"DO NOT ACCEPT"** button and do not use the software.

1. License Grant

The Licensor grants to the Customer a non-exclusive, non-transferable right of limited use of Prospect Research Online for a limited period of time. At the end of the Term and in the event that an additional Order Form or Renewal Form has not been executed prior to the end of the Term, this License Agreement shall automatically terminate with respect to that Order Form or Renewal Form. Each user name and password is for a single user license only. The Customer agrees not to share, sell, rent or otherwise transfer this Subscription to any other person or entity without written approval from the Licensor. The Customer acknowledges that a description of the Software, including the authorized number of users and total purchase price plus applicable taxes is correctly set forth on the Order Form.

2. Licensor`s Rights

The Customer acknowledges and agrees that the Software and the user`s manual are proprietary products of the Licensor and/or its providers and are protected under Canadian copyright law for Prospect Research Online and under U.S. copyright law for Prospects of Wealth and other data providers. The Customer further acknowledges and agrees that all right, title and interest in and to the Software, including associated intellectual property rights, are and shall remain with Licensor and/or its providers. This License Agreement does not convey to the Customer an interest in or to the Software, but only a limited right of use as provided for in this License Agreement.

3. Unlawful Use

The Customer agrees that it will not use the Software for an unlawful purpose and acknowledges that the Licensor and its third-party providers forbid the Customer from using the Software in any unlawful manner. The Customer acknowledges that certain states have enacted laws that place restrictions upon telemarketing activities, including but not limited to permitting a telephone subscriber to give public notice that such subscriber does not wish to receive sales solicitation telephone calls. Due to the varying publication dates of such notices, the Licensor disclaims any warranty, express or implied, that the names and telephone numbers of all such subscribers have been identified on or deleted from the data supplied to the Customer hereunder. Further, the Customer acknowledges that the Federal Communications Commission ("FCC") has placed restrictions upon marketing activities using facsimile numbers for unsolicited marketing advertisements. The Customer agrees that any usage of facsimile numbers provided by the Licensor as part of the data will be used in strict accordance with the FCC`s rules and regulations and is solely the Customer`s responsibility.

4. Terms of Use

Except as otherwise indicated in this License Agreement, the Customer may use Prospect Research Online to conduct research for the sole purpose of meeting their fundraising needs, provided that:

The Customer shall not modify, alter, reverse engineer or otherwise transfer Prospect Research Online.

The Customer shall not transfer electronically, copy, extract, summarize or otherwise use Prospect Research Online content in a manner that competes with Prospect Research Online`s selling of Subscriptions.

The Customer shall not use the reports to make any data compilations to be sold, lent, or distributed to a third party without the express written consent of the Licensor.

All rights not explicitly granted to the Customer remain with the Licensor.

By using the Software, the Customer expressly agrees that the Licensor is permitted to bill the Customer or the Customer's organization a subscription fee as indicated on the signed Order Form or Renewal Form and that the Customer has the authorization to sign the Order Form or Renewal Form on behalf of the Customer's organization (if applicable). The subscription fee will be billed as per the conditions on the signed Order Form or Renewal Form.

The Licensor reserves the right to modify content and/or data providers of the Software during the Term of the License Agreement. Modifications and/or improvements will not result in additional costs during the Term but may result in changes in renewal term conditions and pricing.

The Licensor shall issue a main user name to the Customer and a corresponding unique password to each registered user on the Order Form or Renewal Form, who must be employees of the Customer. The designation of the particular registered users may change during the term of the Customer's license but the actual number of registered users cannot change during the Term without additional costs. Additional registered users may be added during the Term at an additional cost. Please note that only registered users of PRO can participate in online training and receive product support via email or telephone. We can only discuss account details or make user changes with the primary contact or registered users listed on the order/renewal form.

Access to the Software is restricted to registered users of the Customer. A registered user is a single user operating from a single site.

Additional registered users cannot be added when:

The additional user(s) works at another nonprofit.

The additional user(s) works at the same nonprofit but each location has a different EIN #.

The additional user(s) are located in different states.

Additional user(s) does not have the same email extension. (i.e. @nonprofit.org)

Please note that additional users added during a subscription period cannot be pro-rated due to our contractual obligations to our data providers.

The Licensor reserves the right to change fees and terms of this License Agreement for any renewal Term, and will give the Customer prior written notice of any such changes.

The Customer's license to the Software may be temporarily suspended or wholly terminated without notice or refund, if the Licensor reasonably believes that the Customer has failed to comply with any of the terms and conditions of either the Order Form, the Renewal Form or the License Agreement. The Customer's license to the software may be temporarily suspended or wholly terminated if the account is past due more than 90 days. Suspended time will not be added to the term of the agreement in this circumstance.

5. Disclaimer of Warranty

Information has been obtained by the Licensor from sources believed to be reliable. However, because of the possibility of human or mechanical error by such sources, or by the Licensor, third-party providers or others, the Licensor and its third-party providers do not guarantee the accuracy, adequacy or completeness of any information in the Software and are not responsible for any errors or omissions or for the results obtained from the use of such information or for any information being on a suppression, "do not call" or any "do not contact" list. There are no express or implied warranties, including but not limited to warranties of merchantability or fitness for a particular purpose or use.

Subscribers can log into Prospect Research Online from virtually any computer system that has internet connection. (56K modem minimum, high speed connection recommended.) A screen resolution of 800x600 is the minimum, while we recommend 1024x768 or higher for best viewing. Prospect Research Online is designed and tested to work in a Microsoft Windows® environment on Internet Explorer® 6.0 or higher. We do not support Firefox®, Opera®, Netscape® and other browsers or operating systems although most of Prospect Research Online's features will work in these browsers. Please note that Prospects of Wealth cannot be accessed without Internet Explorer 6.0 or higher. In order to access the database, your browser must be set to accept cookies, and your JavaScript must be enabled. If you have a firewall, either at PC level or at network level, you may need to give our sites permission to pass through as trusted sites. It is the responsibility of the purchaser to ensure that permissions are enabled.

6. Irreparable Harm

The Customer further acknowledges and agrees that any use or disclosure of the Software by the Customer in any manner inconsistent with the provisions of this License Agreement shall cause the Licensor to suffer irreparable harm and that a recovery of only monetary damages shall be inadequate to compensate the Licensor for the Customer's breach, and that the Licensor shall be entitled to injunctive relief, including temporary or preliminary relief. This remedy shall be in addition to any other remedies available.

7. Limitations of Liability

Notwithstanding anything to the contrary in this License Agreement, in no event shall the Licensor or its third-party providers be liable for incidental, indirect, special, punitive or consequential or other damages of any kind, business interruption or lost profits, whether foreseeable or not, in connection with this License Agreement, the Software or the Customer's use of the data provided, notwithstanding any failure of essential purpose. All information is provided "as is" without warranty of any kind.

In no event shall the aggregate liability of the Licensor and its third-party providers in connection with any claims arising out of or in connection with this License Agreement exceed the amounts paid by the Customer to the Licensor with respect to the Software with respect to which such claims arise.

8. Governing Law

This License Agreement and all claims arising out of or relating to this License Agreement or the Software, including tort claims, shall be interpreted, construed and enforced in accordance with the laws of the Province of Prince Edward Island, Canada, regardless of the laws that might govern under applicable choice-of-law provisions.

9. Costs of Litigation

If any action is brought by either party to this License Agreement against the other party regarding the subject matter of the License Agreement, the prevailing party shall be entitled to recover, in addition to other relief, reasonable attorney fees and expenses of litigation.

10. Severability

Should any term of this License Agreement be declared void or unenforceable by any court of competent jurisdiction, the declaration shall have no effect on the remaining terms of this License Agreement.

11. No Waiver

The failure of either party to enforce any rights granted under this License Agreement or to take action against the other party in the event of a breach of the License Agreement shall not be deemed to be a waiver by that party as to subsequent actions for breach of the License Agreement.

12. Effect of Termination

Upon termination of this License Agreement for any reason all rights to use the Software granted by the Licensor to the Customer pursuant to this License Agreement shall immediately terminate and the Customer shall immediately cease all use of the Software.

Notwithstanding any other provision of this License Agreement, Clauses 5 through 11 of this License Agreement shall survive the termination of this Agreement.