
GIVECAMPUS, INC.
GIVECAMPUS-WINDFALL INTEGRATION TERMS AND CONDITIONS

These terms and conditions are a legal agreement (these “**Terms**”) between you and the organization that you represent (“**You**” or “**Your**”) and GiveCampus, Inc., with offices at 99 M St. SE, Suite 233, Washington, DC 20003 (“**GiveCampus**” or “**we**”, “**us**” or “**our**”), establishing terms and conditions under which You may access and use various services made available by Windfall Data Inc. (“**Windfall**”), including but not limited to Windfall’s wealth screening platform, data, analytics and related ancillary services (the “**Windfall Subscription Services**”), as well as introductory offers or free reports generated through such platform or services (the “**Other Windfall Services**” and collectively with the Windfall Subscription Services, the “**Windfall Services**”), using the integration (the “**GiveCampus-Windfall Integration**”) of such Windfall Services made available by GiveCampus as an optional supplement to Your use of fundraising and volunteer management products and services made available by GiveCampus (“**GiveCampus Services**”) under separate terms applicable to such GiveCampus Services (“**Other GiveCampus Terms**”). GiveCampus may also provide You with access to such Windfall Services without any integrated GiveCampus Services, if You do not have a subscription to GiveCampus Services. Nothing in these Terms shall amend or modify any of the Other GiveCampus Terms. Your use of GiveCampus Services remains subject in all respects to such Other GiveCampus Terms. In the event of a conflict between these Terms and the Other GiveCampus Terms, these Terms shall control with respect to the GiveCampus-Windfall Integration. Capitalized terms used but not defined herein shall have the meaning set forth in such Other GiveCampus Terms.

YOUR USE OF THE WINDFALL SERVICES MADE AVAILABLE THROUGH THE GIVECAMPUS-WINDFALL INTEGRATION IS SUBJECT IN ALL RESPECTS TO THE THEN-CURRENT TERMS AND CONDITIONS OF SERVICE AS POSTED ON WINDFALL’S WEBSITE AT [HTTPS://WINDFALLDATA.COM/TERMS-OF-SERVICE/](https://windfalldata.com/terms-of-service/) OR SUCH OTHER AGREEMENT REGARDING SUCH WINDFALL SERVICES AS MAY BE ESTABLISHED IN WRITING BETWEEN YOU AND WINDFALL (“YOUR WINDFALL AGREEMENT”). BY CLICKING ON THE “I ACCEPT” OR “I AGREE” BUTTON, EXECUTING OR AGREEING TO A SERVICE ORDER OR ORDER FORM FOR THE GIVECAMPUS-WINDFALL INTEGRATION, OR USING THE GIVECAMPUS-WINDFALL INTEGRATION, YOU AGREE TO YOUR WINDFALL AGREEMENT AND ACKNOWLEDGE THAT YOU ARE ENTERING INTO DIRECT CONTRACTUAL PRIVACY WITH WINDFALL. YOU MUST AGREE TO YOUR WINDFALL AGREEMENT IN ORDER TO ACCESS THE GIVECAMPUS-WINDFALL INTEGRATION. GIVECAMPUS IS NOT RESPONSIBLE FOR ANY DEFECTS IN THE WINDFALL SERVICES; YOUR CONTRACT FOR SUCH WINDFALL SERVICES IS SOLELY WITH WINDFALL.

PLEASE READ THESE TERMS CAREFULLY. BY CLICKING ON THE “I ACCEPT” OR “I AGREE” BUTTON, EXECUTING OR AGREEING TO A SERVICE ORDER OR ORDER FORM FOR THE GIVECAMPUS-WINDFALL INTEGRATION, OR USING THE GIVECAMPUS-WINDFALL INTEGRATION, YOU AND THE BUSINESS ENTITY THAT YOU REPRESENT ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS ON BEHALF OF THE BUSINESS ENTITY YOU REPRESENT. YOU HEREBY COVENANT TO ENSURE THAT ALL USERS THAT GAIN ACCESS TO THE GIVECAMPUS-

WINDFALL INTEGRATION FROM YOU ARE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN DO NOT CLICK “I ACCEPT” OR EXECUTE A SERVICE ORDER OR ORDER FORM FOR THE GIVECAMPUS-WINDFALL INTEGRATION, DO NOT USE THE GIVECAMPUS-WINDFALL INTEGRATION, AND YOU WILL NOT BE PERMITTED TO UTILIZE THE GIVECAMPUS-WINDFALL INTEGRATION.

GiveCampus reserves the right to revise these Terms in its sole discretion at any time and without prior notice to You other than by posting the revised Terms on <http://www.givecampus.com/> (our “Website”). Revisions to the Terms are effective Your next subscription to the GiveCampus-Windfall Integration. Your subscription, whether a renewal or otherwise, to the GiveCampus-Windfall Integration after a revised version of these Terms has been posted on our Website constitutes Your binding acceptance of the revised Terms.

1. GIVECAMPUS PLATFORM AND SERVICES.

1.1 **Access and Use.** Subject to these Terms, GiveCampus hereby grants to You during the relevant period for which You have subscribed through our Website or a service order or order form agreed by You and GiveCampus (“**Subscription Period**”) a limited, non-exclusive, non-transferable right, without the right to sublicense, to access and use the GiveCampus-Windfall Integration, solely for Your use with the GiveCampus Services. With respect to Windfall Subscription Services, Your Subscription Period shall automatically renew for successive one (1) year periods unless You provide prior notice of non-renewal to GiveCampus. The Subscription Period for Other Windfall Services will not automatically renew. For the avoidance of doubt, You will not have the right to access or use the GiveCampus-Windfall Integration except for the access and use of the GiveCampus-Windfall Integration as enabled by GiveCampus Services or separately by GiveCampus. You will not receive deliverables directly from Windfall. In the event you cease to have an active subscription(s) to GiveCampus Services, you will not be able to access and use the GiveCampus-Windfall Integration until such time as you renew or reactivate your subscription(s) to GiveCampus Services.

1.2 **Information and Data Sharing with Windfall.** In connection with Your subscription to the GiveCampus-Windfall Integration, you may be required to provide to Windfall, or GiveCampus may provide to Windfall, sufficient information to identify You including name, address and industry and/or additional information as may be further requested by Windfall for the purpose of the Windfall Services. Further, You agree that GiveCampus may share and transmit data about Your donors and other constituents (“Your Data”) to Windfall and Windfall may share with GiveCampus enriched data based on Your Data. Your Data includes data that has been provided to GiveCampus directly or indirectly through the GiveCampus-Windfall Integration or Your use of the GiveCampus Service. Windfall is solely responsible for its use of Your Data and Windfall’s use of Your Data is subject to Your Windfall Agreement.

1.3 **GiveCampus Access and Controls to Your Windfall Account.** GiveCampus will have certain access and controls over Your accounts on the Windfall Services in connection with Your use of the GiveCampus-Windfall Integration and related GiveCampus Services under the Other GiveCampus Terms, including but not limited to the ability to help you create and manage Your Windfall account, initiate refunds for You, support Your dispute of any chargebacks, access and deliver data and reporting to You, and modify Your deposit/payout schedule.

2. FEES AND PAYMENT.

2.1 **Subscription Fee.** With respect to the Windfall Subscription Services, You shall pay to GiveCampus a non-refundable annual subscription fee (“**Subscription Fee**”) for the GiveCampus-Windfall Integration for each year of the initial Subscription Period at the amount set forth on our Website or a service order or order form in the course of Your registration. If the Subscription Period is renewed pursuant to Section 1.1, the Subscription Fees payable shall be paid at GiveCampus’s prevailing subscription pricing and rates for the GiveCampus- Windfall Integration at the time of such renewal. With respect to any Other Windfall Services, You shall pay to GiveCampus the fee, if any, set forth on our Website or a service order or order form in the course of Your registration All payments to GiveCampus by Client pursuant to these Terms shall be non-refundable.

2.2 **Invoices and Payment Terms.** Except as otherwise expressly set forth in the course of your registration for the GiveCampus- Windfall Integration or in the Other GiveCampus Terms, GiveCampus shall invoice You on a monthly basis, and You shall pay GiveCampus, for amounts due under these Terms. You shall pay GiveCampus the amount due under any invoice within thirty (30) days of the date of invoice by check or via ACH or wire transfer to an account identified by GiveCampus from time to time. Past due amounts will be subject to an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law. If Your account is past due for thirty (30) days or more, then GiveCampus reserves the right to discontinue Your access to the GiveCampus-Windfall Integration and suspend the GiveCampus-Windfall Integration until all past due invoices are paid in full. All amounts payable under these Terms will be made without setoff or counterclaim, and without any deduction.

2.3 **Taxes.** You shall pay all applicable sales (unless an exemption certificate is furnished by You to GiveCampus), use and value-added taxes (but not taxes imposed on GiveCampus’s net income) with respect to these Terms or furnish GiveCampus with evidence acceptable to the taxing authority to sustain an exemption therefrom. All payments under these Terms shall be made free and clear of (and without deduction for or grossed up for, as applicable) any withholding or other taxes levied by any country or jurisdiction on payments to be made pursuant to these Terms that applicable law requires You to withhold.

2.4 **Confidentiality.** You acknowledge and agree that the rates and fees related to these Terms are the Confidential Information of GiveCampus and that You shall not disclose such fees or rates to any third party except to the extent required by applicable law or regulation.

3. DISCLAIMER OF WARRANTY.

YOU ACKNOWLEDGE THAT THE GIVECAMPUS-WINDFALL INTEGRATION IS PROVIDED “AS IS” AND THE USE OF THE GIVECAMPUS-WINDFALL INTEGRATION IS UNDERTAKEN AT YOUR SOLE RISK AND DISCRETION. GIVECAMPUS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE GIVECAMPUS-WINDFALL INTEGRATION OR THE WINDFALL SERVICES.

4. LIMITATIONS OF LIABILITY

4.1 IN NO EVENT SHALL GIVECAMPUS OR ITS SERVICE PROVIDERS BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN ANY WAY RELATING TO THESE TERMS OR THE GIVECAMPUS-WINDFALL INTEGRATION.

4.2 IN NO EVENT SHALL GIVECAMPUS'S OR ITS SERVICE PROVIDERS' AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY WAY RELATING TO, THESE TERMS OR THE GIVECAMPUS-WINDFALL INTEGRATION (REGARDLESS OF THE FORM OF ACTION, CAUSE OF ACTION, OR LEGAL THEORY) EXCEED THE AMOUNT PAID BY YOU UNDER THESE TERMS IN THE TWELVE MONTHS PRECEDING THE OCCURRENCE OF FACTS THAT FIRST GIVE RISE TO ANY LIABILITY HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM OR EVENT FROM WHICH LIABILITY ARISES WILL NOT ENLARGE THIS AGGREGATE LIMITATION. THIS AGGREGATE LIMIT IS A SINGLE, GLOBAL LIMIT THAT APPLIES COLLECTIVELY (AND NOT INDIVIDUALLY).

4.3 THE LIMITATIONS IN SECTION 4.2 SHALL NOT APPLY TO DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5. TERMINATION.

5.1 **Termination by GiveCampus.** Your rights to use the GiveCampus-Windfall Integration shall not apply with respect to any period in which You do not maintain a subscription to GiveCampus Services under Other GiveCampus Terms; provided that the Subscription Period shall not be extended in such circumstance and there shall be no refund of any pre-paid Subscription Fees for any period in which the Subscription Period for the GiveCampus-Windfall Integration does not overlap with the term of Your subscription to GiveCampus Services under Other GiveCampus Terms. Further, GiveCampus may terminate Your access to the GiveCampus-Windfall Integration, in GiveCampus's sole discretion or if requested or required by Windfall, for any reason and at any time, with or without prior notice; provided that, in such event, GiveCampus will provide You with a pro-rata refund of the Subscription Fee based on the portion of the Subscription Period expired prior to such termination. It is GiveCampus's policy to terminate Your access if You violate these Terms, as deemed appropriate in GiveCampus's sole discretion, but GiveCampus may also terminate access as provided for in the preceding sentence. You agree that GiveCampus is not liable to You or any third party for any termination of Your access to the GiveCampus-Windfall Integration.

5.2 **Termination by You.** In the event that GiveCampus materially breaches these Terms, You may terminate Your use of the GiveCampus-Windfall Integration by providing GiveCampus with thirty (30) days' prior written notice of termination unless GiveCampus cures such breach prior to the end of such timeframe.

5.3 **Effects of Termination.** Upon termination of these Terms, You will not be able to access any Windfall Services through the GiveCampus-Windfall Integration. You shall remain responsible for all amounts payable to GiveCampus hereunder. Notwithstanding the foregoing, termination of these Terms will not terminate any Other GiveCampus Terms or Your subscriptions to any other GiveCampus Services.

6. MISCELLANEOUS.

6.1 **General.** You may not assign or transfer Your rights or obligations under these Terms in whole or in part to any third party without GiveCampus's written consent. These Terms shall bind and inure to the benefit of the parties to these Terms and their respective successors, permitted transferees and permitted assigns. You and GiveCampus are independent contractors and are not partners, joint venturers, agents, employees or representatives of the other party. These Terms contain the entire understanding of the parties with respect to the transactions and matters contemplated herein, supersede all previous communications, understandings and agreements (whether oral or written) with respect to the GiveCampus-Windfall Integration (but not any Other GiveCampus Terms applicable to GiveCampus Services other than the GiveCampus-Windfall Integration), and cannot be amended except by a writing signed by both parties or as provided herein. The headings and captions used in these Terms are used for convenience only and are not to be considered in construing or interpreting these Terms. If any part of these Terms is held to be unlawful, void or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions. The failure of GiveCampus to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

6.2 **Governing Law.** These Terms and the rights and obligations of the parties to and under this agreement shall be governed by and construed under the laws of the District of Columbia as applied to agreements entered into and to be performed in such jurisdiction without giving effect to conflicts of laws rules or principles which would apply the laws of any other state or country. For any disputes arising out of these Terms, the parties consent to exclusive jurisdiction and venue in the local and federal courts located in Washington, D.C.