

IMPORTANT-READ CAREFULLY: YOUR USE OF THE COMMON GROUND SERVICE IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE TERMS.

IMPORTANT-READ CAREFULLY: BY CLICKING THE "I AGREE" BUTTON OR BY UTILIZING THE CG SERVICES YOU AGREE TO THESE TERMS AND CONDITIONS.

This is an agreement ("Agreement") between You and Convio, Inc. ("Convio"), for use of the Common Ground Service provided by Convio ("CG Service"). "You" refers to the entity (which is accepting these terms and conditions through the authorized individual clicking "I agree". If You do not agree with the terms of this Agreement, click the "Cancel" button and do not use the CG Service.

1. **CG SERVICE.** Convio will provide the CG Service in accordance with this Agreement on a free trial basis ("Free Trial"). You will have the right to use the CG Service for up to thirty (30) days (or any other period authorized by Convio) for up to two (2) individual users (who must be Your employees or consultants and who cannot be employed by or providing services for competitors of Convio), after which your right to use the CG Service will terminate if You have not upgraded to a paid subscription.

"CG Service" means the application referred to as Common Ground which has been developed by Convio and is available to operate in conjunction with the SFDC Service which is hosted by SFDC.

"SFDC" means salesforce.com, Inc., the third party provider of application services which is hosting the CG Service in conjunction with the SFDC Service. "SFDC Service" means the application service being provided by SFDC with which the CG Service interoperates. The CG Service also includes any CG Service documentation and any other updates, or upgrades to such CG Service which are provided by Convio from time to time in connection with this service. This Agreement does not apply to, and expressly excludes the SFDC Service. The default AppExchange free license terms made available by SFDC DO NOT apply to Your use of the CG Service.

2. **SFDC SERVICE RELATIONSHIP.** **In order to access the CG Service, You are required to subscribe to the SFDC Service for not less than the number of users participating in this Free Trial.** You represent and warrant that You have entered into an agreement with SFDC sufficient to meet those requirements. Use of the CG Service shall be subject to any use restrictions for the SFDC Service to which You are subject, including but not limited to users, storage limits, and bandwidth limits.

3. **PROHIBITED USES.** You may not modify, rent, sublease, sublicense, assign, use as a service bureau, copy, lend, adapt, translate, sell, distribute, derive works from, decompile or reverse engineer the CG Service or any Convio intellectual property, except as explicitly permitted hereunder. The CG Service is provided solely for Your benefit, and not, by implication or otherwise, to any parent, subsidiary or affiliate of Yours. You may not (i) permit access to the CG Service to a competitor of Convio, except with Convio's prior written consent; (ii) access the CG Service in order to determine its uptime percentage, performance or other benchmarking metrics, (iii) build an application with similar features, design, user interface, appearance or functionality; (iv) use the CG Services in connection with any (a) infringement or misappropriation of intellectual property rights; or (b) defamation, libel, slander, obscenity or violation of the rights of privacy or publicity; (v) send or store material containing computer viruses, "Trojan horse"

software, logic bombs, or other malicious computer code, files, scripts, agents or programs;(vi) use the CG Service in any manner that could adversely impact the operation, security or performance of the CG Service; (vii) attempt to gain unauthorized access to the CG Service; or (viii) store or otherwise handle personal information in violation of any applicable law or financial information of Your members or constituents. You are solely responsible for all activity with respect to Your CG Service account and shall abide by all applicable laws and regulations in connection with your use of the CG Service, including any which address privacy and technical or personal data and the storage and transmission thereof. You shall notify Convio of any unauthorized use of any password or account or any other known or suspected breach of security. You acknowledge that the CG Service may experience, and Convio is not responsible for damages arising out of, limitations, delays, and other problems commonly occurring in the use of the internet and computer communications.

4. PROPRIETARY RIGHTS. As between You and Convio, You will retain all right, title and interest in and to any data, information or materials provided by You as well as all information processed by the CG Service regarding individual donors or members ("Your Data"). You grant to Convio a non-exclusive license to use, copy, store, modify and display Your Data solely to the extent necessary to provide the CG Service to You. You, not Convio, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all You Data, and Convio shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Convio reserves the right to withhold, remove and/or discard Your Data without notice for any breach, including, without limitation, your non-payment. Upon termination for any reason, your right to access or use Your Data immediately ceases, and Convio shall have no obligation to maintain or forward Your Data. Convio will retain all right, title and interest in and to all proprietary rights with respect to the CG Service together with any and all Convio content and other technology that enables the provision of the CG Service, any training materials, product documentation, whitepapers, or deliverables provided by Convio under the Agreement, and any suggestions, ideas, enhancement requests, feedback, recommendations for modifications or improvements to the CG Service provided by You. All rights not expressly granted to You hereunder are reserved by Convio and its licensors. The salesforce.com name, the salesforce.com logo, and the product names associated with the SFDC Service are trademarks of salesforce.com or third parties, and no right or license is granted to use them.

5. MUTUAL CONFIDENTIALITY. "Confidential Information" means all information disclosed by Convio to You, before or after Your acceptance of this Agreement and generally not publicly known. Confidential Information of Convio includes, without limitation, the CG Service, materials in the Convio Customer Center extranet, and any and all product documentation, whitepapers, product guides, data sheets and training materials. Confidential Information does not include information which You can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt from Convio, (ii) is or becomes general public knowledge through no fault or acts of Yours; (iii) is or becomes lawfully available to You from a third party without an obligation of confidentiality; or (iv) is independently developed by You without use of any Confidential Information. You will only use the Confidential Information to exercise Your rights or carry out Your obligations under the Agreement and will protect the Confidential Information by using the same degree of care as You use to safeguard Your own confidential

or proprietary information of a like nature from unauthorized use, disclosure, or dissemination, but no less than a reasonable degree of care. You will restrict access to Confidential Information to only Your employees or Consultants who require such access in the course of their assigned duties and responsibilities and who have been informed of Your obligations of confidence and have agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. In the event that any Confidential Information is required to be disclosed pursuant to any law, code or regulation, if permitted by law, You will give Convio immediate notice thereof and will use Your commercially reasonable efforts to seek or to cooperate with Convio in seeking a protective order with respect thereto.

6. SUPPORT SERVICES. Convio may, but shall have no obligation to, provided support during the Free Trial for Your use of the CG Service via the Convio Support Center telephonically or on-line.

7. TERMINATION. This Agreement will terminate at the end of the Free Trial, or upon starting a paid subscription, whichever is earlier. In addition, Convio may terminate this Free Trial at any time for any reason or no reason in Convio's sole discretion. If You fail to comply with any provision of this Agreement, Convio may terminate this Agreement immediately without notice. Upon any termination of this Agreement, You must cease any further use of the CG Service unless you have begun a paid subscription. Upon termination, Sections 3, 4, 5, 7, 8, 9, and 10 of this Agreement will otherwise survive and remain in effect.

8. NO WARRANTY. YOU UNDERSTAND AND AGREE THAT THE CG SERVICES ARE PROVIDED "AS IS" AND CONVIO, ITS AFFILIATES, AND SUPPLIERS, AND SFDC EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CONVIO, ITS AFFILIATES, SUPPLIERS AND SFDC MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CG SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE CG SERVICES, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE CG SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE CG SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE CG SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE CG SERVICES REMAINS WITH YOU. You agree to indemnify, defend and hold harmless Convio, its affiliates, officers, directors, employees, consultants, agents, suppliers and resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from Your use of the CG Service.

9. LIMITATION OF LIABILITY. CONVIO AND ITS SUPPLIERS WILL NOT BE LIABLE TO YOU FOR ANY CLAIM ARISING UNDER OR RELATING TO THE AGREEMENT, THE CG SERVICES OR ANY OTHER SERVICES PROVIDED BY CONVIO UNDER ANY THEORY OF LIABILITY INCLUDING CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL

DAMAGES, LOSS OF REVENUES OR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. You acknowledge that Your Data will be transmitted outside of the SFDC Service and SFDC's system and to that extent, SFDC is not responsible for the privacy, security or integrity of the Your Data. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You.

10. MISCELLANEOUS.

a. Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the State of Texas, U.S.A., as applied to agreements entered into and to be performed in Texas by Texas residents. The parties consent to the exclusive jurisdiction and venue of the courts located in and serving Austin, Texas, USA

b. Waiver and Severability. Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

c. Export Restrictions. You acknowledge that the CG Service, or portion thereof may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer or disclose any portion of the CG Service or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation

d. General Provisions. This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. Convio may change the terms of this Agreement at any time by posting modified terms on its website. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. All notices or other correspondence to Convio under this Agreement must be sent to Convio, Inc., 11400 Burnet Road Building 5, Suite 200, Austin, TX 78758. Any and all rights and remedies of Convio upon Your breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on Convio, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.