

**SNAP! MOBILE, INC.**  
**Software Subscription Agreement**

This Software Subscription Agreement (the "Agreement") is entered into as of 07 / 01 / 2025 by and between Snap! Mobile, Inc., a Delaware corporation with its principal place of business at 8300 7th Ave. S, Seattle, WA 98108 ("Company"), and Browning High School, whose U.S. Employer Identification Number is 816000470 ("Customer").

**1. Subscription & License Grant**

**1.1. Scope of Subscription:** Customer subscribes to Tier 3 of the Company's software (the "Software"), which includes the features and services outlined in Exhibit A.

**1.2. License Grant:** Company grants Customer a non-exclusive, non-transferable, revocable right to access and use the Software in accordance with the terms of this Agreement.

**2. Fees & Payment Terms**

**2.1. Subscription Fees:** Customer agrees to pay the subscription fees as set forth in Exhibit A. Fees are due upon signature and within 30 days prior to renewal unless otherwise specified.

**2.2. Third-Party Integration Fees:** If Customer elects to enable integration with third-party software, the applicable integration cost and fee(s) will be included as a line item in the Customer's invoice. These costs are subject to change annually based on the Company's costs for third-party integration maintenance and integration fees. If Customer chooses to discontinue third-party software, decrease in invoice cost will be reflected on subsequent invoices.

**2.3. Payment Terms:** All invoices will be issued annually, based on Contract Start Date, and payments shall be made via check or credit card and are due within 30 days from the invoice date. Late payments may be subject to a 5% late fee, cumulative for each 30 days after such payment is due and remains unpaid.

**3. Term, Renewal & Termination**

**3.1. Term:** This Agreement shall commence on 07 / 01 / 2025 and remain in effect until 06 / 30 / 2028 (the "Contract End Date").

**3.2. Renewal:** This Agreement will automatically renew for a period (the "Renewal Term") in accordance with the Initial Term unless either party provides written notice of non-renewal at least 60 days before the end of the then-current term.

**3.3. Termination:** Either party may terminate this Agreement: (a) Upon 30 days' written notice in the event of a material breach that remains uncured; (b) Immediately if the other party ceases operations or becomes insolvent. Customer agrees that pro-rated annual fees are required to be paid in the event of any Early Termination pursuant to this Section.

## **4. Customer Responsibilities**

**4.1. Compliance:** Customer shall comply with all applicable laws and regulations regarding its use of the Software.

**4.2. Data Security:** Customer is responsible for maintaining the confidentiality of its login credentials and ensuring secure access to the Software.

## **5. Service Levels & Support**

**5.1. Service Availability:** Company will use commercially reasonable efforts to maintain an uptime of 99%.

## **6. Third-Party Integrations**

**6.1. Integration Terms:** If Customer enables a third-party integration, Customer acknowledges and agrees that: (a) Company is not responsible for the performance or reliability of third-party software. (b) Customer must comply with the third-party provider's terms of service.

## **7. Confidentiality & Data Ownership**

**7.1. Confidential Information:** Each party agrees to keep confidential any non-public information obtained during the course of this Agreement. Snap Mobile, Inc. is compliant with FERPA and supports the directory exception.

**7.2. Data Ownership:** Customer retains ownership of its private data, including but not limited to identifying information, tax identification numbers (e.g., EIN), and any other customer-specific records. Company retains ownership of its proprietary technology, including but not limited to source code, platform architecture, and internal data models.

Company may collect and store fundraiser and donor data as part of providing the service. While aggregate metrics and reporting derived from this data may be used by Company to enhance or evaluate platform performance, Company will not share, sell, or disclose individual fundraiser or donor data unless required by law or expressly permitted by Customer.

### **7.3. Appropriate Privacy Laws:**

Each party agrees to comply with all applicable federal privacy laws and any relevant state-level regulations relating to the collection, use, processing, and storage of personal data,

including but not limited to the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and any other applicable laws or industry standards and any such obligations or exceptions within them.

In jurisdictions where no comprehensive state privacy law is in effect, the Company shall still implement commercially reasonable safeguards to protect Customer Data and Personal Information in accordance with best practices and applicable federal regulations. The Company also agrees to adapt in good faith to newly enacted state privacy laws that may come into effect during the term of this Agreement.

- In addition to complying with all applicable federal privacy laws, the parties agree to comply with the Montana Consumer Data Privacy Act (MCDPA), effective October 1, 2024, providing Montana residents with rights over their personal data and imposing duties on businesses.

## **8. Limitation of Liability & Indemnification**

**8.1. Limitation of Liability:** To the maximum extent permitted by applicable law, Company's total aggregate liability for any and all claims arising out of or related to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by Customer to Company under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of profits, revenue, goodwill, or data, even if advised of the possibility of such damages.

**8.2. Indemnification:** Each party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party ("Indemnified Party"), and its officers, directors, employees, and agents, from and against any third-party claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (a) a material breach of this Agreement by the Indemnifying Party; or
- (b) the gross negligence or willful misconduct of the Indemnifying Party.

## **9. General Provisions**

**9.1. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Washington State.

**9.2. Assignment:** Customer may not assign its rights under this Agreement without prior written consent from Company.

**9.3. Terms and Conditions:** Customer agrees to abide by the Terms and Conditions with respect to Tier 3 located at <https://www.snapraise.com/legal-resources/>.

**9.4. Entire Agreement:** This Agreement, coupled with the Exhibits and the Terms & Conditions, is the entire Agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

*Wes Sims*

Signature

Signature

Wes Sims

Name\*

Name

Head of Business Development

Title

Title

Snap! Mobile, Inc

Company

Company

04 / 24 / 2025

Date

Date

\* I hereby agree that I have signature authority for the aforementioned Company/Org Browning High School.

Exhibit A: Pricing & Fees

Pricing

<b>Snap! Mobile One - Tier 3</b> Contract term 3 year  Quantity 1	Price \$1,800.00 per year  Total \$1,800.00 per year Overall total \$5,400.00
<b>FanX</b> Contract term 3 year  Quantity 1	Price \$0.00 per year  Total \$0.00 per year Overall total \$0.00
<b>FanX Rewards</b> Contract term 3 year  Quantity 1	Price \$0.00 per year  Total \$0.00 per year Overall total \$0.00
<b>Snap! Raise Exclusivity Agreement</b>   Quantity 1	Price \$0.00  Total \$0.00 Overall total \$0.00
<b>Registration</b> Contract term 3 year  Quantity 1	Price \$0.00 per year  Total \$0.00 per year Overall total \$0.00
<b>Scheduling</b> Contract term 3 year  Quantity 1	Price \$0.00 per year  Total \$0.00 per year Overall total \$0.00

<b>Website</b>	Price \$0.00 per year
Contract term 3 year	
	Total \$0.00 per year
Quantity 1	Overall total \$0.00
<b>Tier 3 Onboarding Fee</b>	Price \$500.00
	Total \$500.00
Quantity 1	Overall total \$500.00

**Year 1 Total** **\$2,300.00**

Total contract value \$5,900.00

## EXHIBIT B: Exclusive Partnership Statement of Work

### Customer Commitments:

1. **Exclusivity:** The Customer agrees to use Snap! Raise as its only third-party online fundraising platform solution for all of its programs. If the Customer or its programs are found to have used another online fundraising partner during the contract term, they will forfeit their Exclusive Partner Pricing, outlined below.
2. **Annual Fundraiser Commitment:** The Customer agrees to complete a minimum of 10 Snap! Raise fundraisers annually for the duration of the contract.

SERVICES, DELIVERABLES AND BENEFITS	TIME FRAME
<b>Exclusive partner pricing:</b> <ul style="list-style-type: none"><li>• Guaranteed pricing for the duration of the contract is 85% for each campaign.</li><li>• Additional funds raised from features such as 'Outfit the Kid' or 'Legacy Supporters' are in addition to the guaranteed pricing payout.</li><li>• Cost of participant prizes are deducted from the guaranteed pricing payout.</li></ul>	Duration of contract
Sponsor a 'lunch n' learn' or coaches meeting: <b>\$500</b> towards one or more 'lunch n' learn' for all athletic and club leaders to get a free lunch or breakfast during a 20-minute presentation. This can be 1-3 meetings per school year, <b>\$500</b> value is per contract year.	1-3 meetings per year. Funds can be used for existing coaches meeting or a Snap! Raise specific meeting. Max value over duration of contract:  <b>\$1,500</b>