



- (1) Read and sign terms of agreement.
- (2) Fax to DonorTrends at 866.295.3923.
- (3) Prepare test file. Follow specifications listed on page 4.
- (4) A DonorTrends Representative will be in touch with you with details on how to securely submit your test file.
- (5) If you have any questions, please contact DonorTrends Fundraising Intelligence Solutions at 202.380.9363 or 866.798.7444.



THIS AGREEMENT (the "Agreement") is made and entered into as of the date last written below (the "Effective Date") by and between

"DonorTrends"	"Client"
DonorTrends, Inc.	_____
888 16 th Street, NW	_____
Suite 800	_____
Washington, DC 20006	_____

The parties agree as follows:

Test. Client agrees to submit a Test File to DonorTrends. "Test File" as used herein shall refer to no more than 500 records from Client's prospective donor list, prepared and submitted as instructed by your DonorTrends Representative. Client will receive a report containing a statistical analysis of the Test File (collectively the "Test Results"). The Test will be conducted at no charge to the Client and will not create any future obligations by either party unless otherwise negotiated.

Purpose. The purpose of the Test and this Agreement is to allow Client to sample DonorTrends's services using Client's Test File for the sole purpose of determining whether Client will proceed to purchase DonorTrends's related product and/or service offerings.

Confidential Information. The term Confidential Information shall include all information and data furnished by each party to the other. The parties recognize and acknowledge that the Confidential Information constitutes a unique asset. Both parties acknowledge that the Test may allow either party access to Confidential Information of the other party. **With regard to the other party's Confidential Information, each party agrees: (i) to use the Confidential Information only to effect the purposes of this Agreement; (ii) to limit the use of, and access to, the Confidential Information to its employees and agents, whose use or access is necessary; (iii) to use reasonable means to protect the Confidential Information; and (iv) that any disclosure or unauthorized use of the Confidential Information will cause irreparable harm and loss to the other and that the injured party shall be entitled, in addition to any other remedies and damages available at law or in equity, to specific performance of this Agreement and to injunctive relief to restrain violation of this Agreement by the party, its employees, agents, officers and/or directors.**

Intellectual Property Rights. Client acknowledges that DonorTrends owns all right, title, and interest in and to any products, services, tools, know-how, processes, documentation and software used or created by DonorTrends in connection with this Agreement.

WARRANTY. THE SCOPE OF WORK PROVIDED AND THE SERVICES RENDERED BY DONORTRENDS UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "WHERE IS" BASIS, WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING SUCH SCOPE OF WORK OR SERVICES' ACCURACY, PERFORMANCE, OR ANY OTHER MATTER. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, DONORTRENDS HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS.





LIMITATION OF LIABILITY. DONORTRENDS' LIABILITY FOR ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT, UNDER ANY LEGAL THEORY, SHALL NOT EXCEED ONE HUNDRED DOLLARS. IN NO EVENT SHALL DONORTRENDS BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECULATIVE DAMAGES.

Client Covenants/General Provisions. Client represents and warrants that it has the legal right to provide the Test File and constituent records to DonorTrends and to receive the Test Results and services from DonorTrends. Client acknowledges and agrees that the rights to the data provided herein are owned and licensed to DonorTrends by third parties for use for the limited purposes described herein. The Test Results, data and services shall be used only for the purpose of evaluating DonorTrends' product and service offering. Client acknowledges and agrees that it may not use the Test Results, services or data for any other purpose.

This Agreement comprises the entire understanding between DonorTrends and Client with respect to, and supersedes any prior agreement, oral or written, relating to, the subject matter hereof. It is agreed by the parties hereto that venue of any action arising under this Agreement shall be in Boston, MA, and the laws of the State of Massachusetts (excluding its conflicts of laws rules) shall govern this Agreement.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the Effective Date and represent and warrant that they have all right and authority to execute this Agreement on behalf of the parties hereto.

DonorTrends:

CLIENT:

Signature: _____
Name: _____
(Please print)
Title: _____
Date: _____

Signature: _____
Name: _____
(Please print)
Title: _____
Date: _____

SUBMITTED BY

CLIENT CONTACT

DonorTrends Representative

Client Representative

Name: _____
(Please print)
Telephone: _____

Name: _____
(Please print)
Title: _____
Telephone: _____
Fax: _____
Email: _____





INPUT FILE SPECIFICATIONS

- **Preferred file format: .CSV**
- **Input Fields:**
 - Unique identifier*
 - Primary Individual - First Name*
 - Primary Individual - Middle Initial
 - Primary Individual - Last Name*
 - Primary Individual – Maiden Name
 - Primary Individual - Suffix
 - Home Street Address Line 1*
 - Home Street Address Line 2*
 - Home City*
 - Home State*
 - Home Zip Code*
 - Home Phone Number
 - Email Address 1
 - Email Address 2
 - Email Address 3
 - Employer Name
 - Business Street Address Line 1
 - Business Street Address Line 2
 - Business City
 - Business State
 - Business Zip Code
 - Business Phone Number
 - Business URL
 - First Name for Second Individual (spouse?)
 - Last Name for Second Individual (spouse?)
 - *Additional Fields Recommended for Analysis:*
 - Total Giving Dollars, Total Number of Gifts , Last Gift Amount, Last Gift Date, First Gift Date
 - Highest Gift Amount , Highest Gift Date

*Required Field. While the other fields are not required, DonorTrends highly advises you to provide as many fields listed as possible, as doing so will increase your match rate. The giving information is requested in order to provide you with a deeper level of analysis.