

SBWIRE NON-PROFIT SERVICES AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN _____ ("**USER**") AND SBWIRE, A SERVICE OF DRJ Ventures LLC. ("**SBWIRE**") STATING THE TERMS THAT GOVERN YOUR USE OF THE SBWIRE FOR NON-PROFIT SERVICE. BY USING THE SBWIRE FOR NON-PROFIT SERVICES YOU AGREE TO BE BOUND BY AND COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS. YOU MUST ACCEPT AND ABIDE BY THESE TERMS AS PRESENTED TO YOU: CHANGES, ADDITIONS, OR DELETIONS ARE NOT ACCEPTABLE, AND SBWIRE MAY REFUSE ACCESS TO THE SBWIRE FOR NON-PROFIT SERVICES FOR NONCOMPLIANCE WITH ANY PART OF THIS AGREEMENT.

1. USER REPRESENTATIONS AND WARRANTIES

USER agrees to adhere to all posted terms of services agreements and posted policies as updated from time to time by SBWIRE, a current version which can be viewed at <http://www.sbwire.com/tos>. USER represents and warrants to SBWIRE as follows:

1. USER is a verifiable non-profit organization
2. USER will provide proof to SBWIRE of its organization's non-profit status. This includes a copy of the organization's confirmation letter from the IRS of its 501(c) status, the organization's IRS EIN number and a copy of the organization's mission statement.
3. USER will not use the SBWIRE For Non-Profits service for any other purpose other than promoting USER's non-profit organization.

2. SBWIRE FOR NON-PROFITS SERVICE

(a) Service Credits. Upon acceptance and approval by SBWIRE of USER into the SBWIRE for Non-Profits program, SBWIRE will provide USER with 100 SBWIRE service credits.

(b) Service Credit Usage. USER may use SBWIRE service credits for the distribution of press releases or other SBWIRE services that allow for payment by SBWIRE service credits.

(c) Additional Service Credits. USER may request additional SBWIRE service credits at anytime. SBWIRE may at its sole discretion, provide USER with additional services credits.

3. MARKETING & PUBLICITY

During the Term of this Agreement USER agrees to promote the SBWIRE For Non-Profits service by:

(a) Web Links. Linking to the SBWIRE web site (<http://www.sbwire.com>) from their web site. The link can use the following text:

1. Press Release Distribution Services Provided By SBWire
2. News Distributed by SBWire
3. SBWire For Non-Profits
4. SBWire Press Release Distribution
5. Other text only if approved by SBWIRE approved text

(b) Joint Press Release. SBWIRE may distribute a joint press release concerning USER's inclusion in the SBWIRE For Non-Profits program. User will provide SBWIRE with information necessary to complete the joint press release including but not limited to an organization description, contact information of the organization's press matters contact and the organization's logo to be attached to the press release.

(c) Logo Usage. USER will provide upon request from SBWIRE a web usable logo for USER's organization to be displayed on the SBWIRE web site

4. TERM AND TERMINATION

(a) Term. This Agreement shall commence on the date USER agrees to this Agreement ("Effective Date") and will remain in full force and effect for an initial term of one (1) year ("Term"), unless earlier terminated pursuant to the terms of this Agreement. The Term shall automatically renew for successive one (1) year renewal terms ("Renewal Term") unless either party notifies the other in writing of its intention not to renew the Term at least thirty (30) days prior to the expiration of the then-current Term or Renewal Term.

(b) Termination. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

(c) Effect of Termination. Upon Termination, SBWIRE will remove all remaining SBWIRE service credits accumulated within the USERS account. SBWIRE reserves the right to remove previously distributed content submitted by USER from the SBWIRE web site.

5. GRANT OF LICENSE

USER hereby grants SBWIRE a non-exclusive, royalty-free, sub-licensable, transferable, and assignable license to store, display, reproduce, and distribute content submitted to SBWIRE. USER also grants SBWIRE the right to use USER's name and logo for SBWIRE's marketing efforts.

6. INDEMNIFICATION

If in the event a claim, action or other legal proceeding is brought against SBWIRE due to SBWIRE's distribution of content submitted by USER, or due to any breach of this agreement by USER, including inaccuracy of any warranty or representation made by USER, USER shall indemnify, defend, and hold SBWIRE, DRJ Ventures LLC, SBWIRE's affiliates, employees harmless in connection with any and all costs, expenses losses and liabilities as a result of proceedings including but not limited to attorneys' fees, costs and expenses.

7. NO WARRANTIES BY SBWIRE

EXCEPT AS STATED IN THIS AGREEMENT, SBWIRE MAKES NO WARRANTY REGARDING SERVICES PROVIDED BY SBWIRE OR SBWIRE'S AFFILIATES. SBWIRE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE AVAILABILITY AND ACCURACY OF CONTENT AND ANY WARRANTIES AGAINST NON-INFRINGEMENT.

8. LIMITATION OF LIABILITIES

Any liability of SBWIRE, SBWIRE's affiliates or employees, for the failure of any performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of records, whether for breach of contract, tortious behavior, negligence, or under any other cause or action, shall be strictly limited to a return of any amount paid by or on behalf of the User to SBWIRE. IN NO EVENT SHALL SBWIRE, SBWIRE's AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOST PROFITS, OR LOSS OF DATA).

9. ENTIRE AGREEMENT; MODIFICATIONS; WAIVER

This Agreement constitutes the entire agreement between USER and SBWIRE pertaining to the SBWIRE for Non-Profits program and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing by the party making the waiver.

10. JURISDICTION, VENUE, AND CHOICE OF LAW

The parties agree that the exclusive location for purposes of Jurisdiction and Venue is a court of appropriate jurisdiction in the State of Wisconsin, County of Brown. In any such action, the parties agree that the law of the State of Wisconsin, County of Brown shall apply and shall govern the determination of the action.

11. NOTICES

ALL notices must be provided in writing, by email or by posting on SBWIRE's website.

ACCEPTANCE OF USER

Signature:	Title:
Print Name:	Date:

ACCEPTANCE BY SBWIRE

Signature:	Title:
Print Name:	Date: