



## **Terms and Conditions**

## OVERVIEW

Welcome to the DonorDock Family! As a subscriber, you will enjoy DonorDock and its many features for the entirety of your ongoing subscription.

At DonorDock we take our customer service very seriously, and as such provide an in-depth onboarding experience to you as a new user.

## SCOPE

Your subscription, whether purchased at the annual or monthly rate, allows for access to all DonorDock system features included at your chosen price tier, and a one-time onboarding package for new subscribers. Inclusive to this onboarding package will include a combination of planned and elective training and consulting with a Customer Success Consultant within the confines of DonorDock guidelines and your corresponding subscription package as outlined in the Onboarding Services Section.

## ONBOARDING SERVICES – ALL SUBSCRIPTIONS

Onboarding Services includes a pre-determined amount of time of virtual consulting from a Customer Success Consultant, dependent on your subscription purchase. This time is to be used towards a combination of DonorDock planned training followed by elective training, if time allows, as follows in this Onboarding Services section and subscription specific sub sections.

All packaged consulting and training hours are to be used within 3 months of subscription purchase and can only exist in time blocks of 2 hours or less.

Additional blocks of consulting time can be purchased as needed outside of the subscription package.

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## REQUISITE ONBOARDING

There are three very crucial steps that are required in the onboarding process, regardless of subscription package type. As part of the packaged consulting hours, you will work collaboratively with our Customer Success Consultant to import your data and set up your email deliverability so you can seamlessly communicate with your contacts from DonorDock, and do basic online giving setup to allow you to accept online donations.

## IMPORTING YOUR DATA

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### 1. Data Import into DonorDock

- a. Our Team will do a one-time import of your data. Data to be imported is based on the subscription level you have chosen:
  - i. Starter – Contacts and Gifts
  - ii. Essentials – Contacts and Gifts
  - iii. Professional – Contacts, Gifts Activities and Notes
  - iv. Enterprise – Contacts, Gifts, Activities and Notes
- b. You will be responsible with providing clear data in either Excel or CSV format.
- c. Data will be imported as it is provided to DonorDock. This means that extensive data cleanup will not be performed prior to the data import.

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## DONORDOCK EMAIL MARKETING SETUP

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### 2. Email Deliverability (with you or your managed service provider)

- a. *Set-Up Sender Policy Framework (SPF)*
  - i. Ensures that receiving email services accept DonorDock to send email on your behalf
- b. *Set-up Domain Key Identified Mail (DKIM)*
  - i. Authentication to allow DonorDock to send emails on your behalf. Especially important if your organization plans to use DonorDock for your bulk email marketing
- c. *Brand Link Alias (CNAME)*
  - i. Allows branding of a customized link to reduce emails being flagged as spam

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## ONLINE GIVING BASIC SETUP

### 1. Online Giving Setup

- a. Technical setup for donations through Stripe and/or PayPal to integrate with DonorDock,
  - i. **Note:** Stripe and/or PayPal require subscription management by the customer

OR

- b. Technical set-up of Harness Online Giving and integrating with DonorDock
  - i. **Note:** Harness is an additional monthly subscription that is managed by Harness Giving

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## CONSULTATION – DEPENDENT ON REMAINING CONSULTING HOURS

Remaining consultation hours **after completing the requisite onboarding steps, data import and online giving basic setup** can then be used electively by you. Training blocks can be used in no more than 2 hours increments and must be used within 3 months of the subscription purchase start date.

Choose your consultation topics from the areas you wish to receive the most one-on-one support from a DonorDock Customer Success Consultant. Additional training opportunities not listed will be considered upon request.

1. General Q&A with live Demos
2. General Navigation and Getting Started
3. Best practices for using and managing DonorDock Reports and the Dashboard
4. Best practices for using and managing DonorDock Campaigns, Funds and Appeals
5. Best practices for DonorDock Email Marketing
6. Getting the most out of Online Giving with DonorDock
7. Receipts, Thank You's, And Annual Statements with DonorDock
8. How to manage activities and the action board in DonorDock collectively with your team
9. Importing and Exporting DonorDock data

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## ONBOARDING SERVICES – STARTER SUBSCRIPTION

Starter level onboarding includes **1** total hour of remote, virtual consulting time from a Customer Success Consultant. This time is to be used toward the Requisite Onboarding and the following:

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#### ELECTIVE CONSULTING HOURS

1. Should additional consultation time be available after importing your contacts, setting up email deliverability and online giving basic setup, the Customer Success Consultant will provide training on topics of your choice.

### ONBOARDING SERVICES – ESSENTIALS SUBSCRIPTION

Essentials level onboarding includes **3** total hours of remote, virtual consulting time from a Customer Success Consultant. This time is to be used toward the Requisite Onboarding and the following:

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#### ELECTIVE CONSULTING HOURS

2. Should additional consultation time be available after importing your contacts, setting up email deliverability and the basic online giving setup, you can choose how to allocate the remaining time, as outlined in the above Consultation Section of Onboarding Services – All Subscriptions.

### ONBOARDING SERVICES – PROFESSIONAL

Professional level onboarding includes **5** total hours of remote, virtual consulting time from a Customer Success Consultant. This time is to be used toward the Requisite Onboarding and the following:

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#### ELECTIVE CONSULTING HOURS

1. Should additional consultation time be available after importing your contacts, setting up email deliverability and the basic online giving setup, you can choose how to allocate the remaining time, as outlined in the above Consultation Section of Onboarding Services – All Subscriptions.

### ONBOARDING SERVICES – ENTERPRISE

Enterprise level onboarding includes **10** total hours of remote, virtual consulting time from a Customer Success Consultant. This time is to be used toward the Requisite Onboarding and the following:

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#### ELECTIVE CONSULTING HOURS

1. Should additional consultation time be available after importing your contacts, setting up email deliverability and the basic online giving setup, you can choose how to allocate the remaining time, as outlined in the above Consultation Section of Onboarding Services – All Subscriptions.

### ONBOARDING FEES

The onboarding packages are set as a fixed fee that is inclusive of the above Onboarding Services details section and subscription specific sub sections.

Requests not listed in the Onboarding Services details section and outlined in the subscription specific sub sections will require a separate purchase for consulting hour(s) or further discussion with our sales team to determine fees for custom solutions.

The onboarding fee includes a pre-set limit of consulting and training hours. While DonorDock encourages you to log your consulting hours internally for your records, we will make a considerable effort to communicate the remaining consultative hours via your user portal.

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## ONE-TIME ONBOARDING FEES

Description	Cost
<b>Starter Subscription</b>	<b>\$99</b>
<b>Essentials Subscription</b>	<b>\$499</b>
<b>Professional Subscription</b>	<b>\$699</b>
<b>Enterprise Subscription</b>	<b>\$999</b>

## EXCLUSIONS

The work as outlined in this document is presented in total and should be considered the complete body of work to be performed for the DonorDock Onboarding Package. Any items not specifically outlined in this document are excluded from the scope of the work. The following items are specifically excluded from the scope of this engagement.

- Additional consulting time outside of the planned and elective onboarding package hours
- Extensive data cleanup prior to data import. Data will be imported as provided.
- Development, customizations, or changes to the integrity of the DonorDock system
- Development, support or customizations to your personal organization needs outside of the DonorDock system
- Development, support or customizations of the products that are integrated with DonorDock
- Gathering or organizing data for imports from multiple files or third-party systems
- Onsite training or unused training outside of the 3-month time period from subscription purchase
- The transfer of consulting hours or refund of packaged consulting hours
- Advisement or implementation of updating your organizations internal processes
- Any migration of data not explicitly covered in the Onboarding Services details section or in the Zapier Integrations documentation (put in hyperlink)
- Any additional custom development or code writing

## INTEGRATIONS CAPABILITIES

DonorDock has a Zapier connector that is included at no additional charge for all customers on the Essentials and higher tiers. This is not included in the Starter tier.

1. Zapier can be used to connect DonorDock to many applications. A list can be found at <https://zapier.com/apps>.
2. Each integration consists of configurations set up through triggers and actions
  - a. **Triggers** are used to initiate an integration step
  - b. **Actions** are what takes place in an integration step

3. The only available triggers for DonorDock are:
  - a. New Contact Created
  - b. New Gift Created
  - c. New Activity Created
  - d. New Fund Created
  - e. New Appeal Created
  - f. New Campaign Created
4. The only available actions for DonorDock are:
  - a. Create a Contact
  - b. Create a Gift
  - c. Create an Activity
  - d. Create a Fund
  - e. Create an Appeal
  - f. Create a Campaign
5. Integrations are limited to the actions and triggers that are available in both DonorDock and the app to be integrated.
6. No customizations to DonorDock or integrated apps will be included in integrations.
7. DonorDock can only be responsible for and the support of the DonorDock system and how it integrates with Zapier, and as such cannot support any related issues or customer care for other integrated systems that connect to Zapier, or with the Zapier service itself.

## SUPPORT

Upon the onboarding closure date of 3 months from purchase date or after the final time of consultation hours, whichever is first, DonorDock Studio will consider this onboarding project to be closed.

Any additional consulting hours needed outside of the time and services as outlined in the Onboarding Services details section and subscription specific sub sections will be handled as a separate project/transaction.

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## ONGOING SUPPORT

As a DonorDock ongoing subscriber you will have access to our support desk and learning materials. Ongoing support includes the following:

1. 24/7 Access to:
  - a. Learn 101 Videos <https://www.donordock.com/>
  - b. Knowledge Base Articles <https://donordockinc.freshdesk.com/support>
  - c. Help Desk Support for break/fix issues and simple how-to types of questions related to the DonorDock system
    - i. Logging tickets can be done through <https://donordockinc.freshdesk.com/support> or via email at [support@donordock.com](mailto:support@donordock.com)
    - ii. Help Desk is staffed M-F from 8:00AM to 5:00PM Central Time
    - iii. Additional details about our support inclusions and how support response times work can be reviewed in the DonorDock Support Policy section
2. Bi-Weekly Customer Success Calls
  - a. Sign up for a Success Call by visiting <https://www.donordock.com/events>

## DONORDOCK SUPPORT POLICY

The DonorDock Support Policy is in place to help us identify, categorize and prioritize issues. This helps you understand our process and allows our team to review issues in an organized way for the most efficient resolution.

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## INCIDENT DEFINITION

DonorDock defines an incident as some technical aspect or functionality of the DonorDock System that does not deliver results as expected or documented by DonorDock. Examples of reportable incidents are as follows:

- Failure of the DonorDock System to perform in accordance with the related documentation in any material respect.
- Any error or defect in the system that significantly affects the performance or expected functionality
- Specific questions about the operation of the system or feature capabilities that are not discoverable

Unexpected behavior isolated to a user's specific configuration or environment does not correspond with DonorDock's definition of an incident. In this situation, or others as identified by DonorDock, support may determine that the issue, by definition, is not a support incident and may propose consulting services as an option.

### **Support is not intended as a substitute for consulting.**

While this issue may involve other aspects of the solution, addressing other aspects constitutes a separate issue and requires an additional support incident.

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## INCIDENT PRIORITY

Incident Priority, which is the general urgency of an incident, is the primary factor in how DonorDock assesses issues. The DonorDock Support team will review issues submitted and assess the priority by using the following guidelines:

Priority	Description
<b>Critical</b>	Meaningful impact to the DonorDock System and no available or reasonable workaround
<b>High</b>	Meaningful impact to the DonorDock System and a reasonable workaround exists.
<b>Medium</b>	No meaningful impact to the DonorDock System or material impact to non-production environment.
<b>Low</b>	No impact to the DonorDock System or Non-production or request for information.

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## SERVICE LEVEL TARGETS

The Service Targets are the goals of the Service Level Agreement (SLA). DonorDock makes all reasonable efforts to attain the service targets outlined by each incident priority.

All new support incidents submitted through the DonorDock support widget (in app) or via email will receive e-mail acknowledgement, within 1 hour of staffed Help Desk Hours. Support Incidents, outside of staffed hours will receive e-mail acknowledgment no later than the beginning of staff hours the following business day.

DonorDock strives to maintain our Service level Targets of all open Incidents and provide a code fix or a workaround within the resolution time period as outlined by each incident priority.

A resolution is either a hot fix or providing sufficient information to permanently resolve the issue. When a reasonable workaround mitigates the issue, a fix may not be created, and the incident may be closed. The resolution time is from the time that the ticket was acknowledged, during DonorDock support hours.

Priority	Acknowledgement	Resolution
<b>Critical</b>	1 hour	Workaround or fix provided in 2 business day.
<b>High</b>	1 hour	Workaround or fix provided in 5 business days.
<b>Medium</b>	1 hour	Workaround or fix provided in 7 business days.
<b>Low</b>	1 hour	DonorDock discretion

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## SERVICE CONDITIONS

For DonorDock to meet the targets in the Service Level Targets sub section, support must not be impeded by lack of information, logged information, version information, customization solutions, etc...

As necessary, DonorDock has the right to access the following:

Master administrator access to any DonorDock tenant for the purpose of support and troubleshooting issues.

Any issues that are identified and determined to not be an incident by definition; or are related to third parties that inherently affect the DonorDock system may receive support on a best effort basis or be recommended for billable consulting hours, dependent on the DonorDock incident assessment outcome.

## END USER LICENSE AGREEMENT

**IMPORTANT:** Carefully read all of the terms and conditions of this agreement prior to signing up for DONORDOCK [hereafter referred to as the "Software"]. Signing up for this Software indicates acceptance of this license agreement.

This End-User License Agreement ("EULA") is a legal agreement between you and DONORDOCK, Inc., a North Dakota corporation ("DONORDOCK") for the DONORDOCK product identified above which may include associated components, printed materials, and online documentation.

If you do not agree to these terms and conditions, then do not proceed with the provisioning of the Software.

### 1. Overview

This EULA governs the Software which includes Software-as-a-service and any associated media and printed materials. The Software is provided on a subscription basis. Licensing shall refer to the monthly or yearly subscription amount paid for the Software.

### 2. Reservation of Rights

The Software is protected by copyright and other intellectual property laws and treaties. DONORDOCK reserves all rights not expressly granted to you in this EULA.

### 3. Grant of License

You are granted a single, non-transferable, and non-exclusive license to use the Software under the terms stated in this Agreement subject to your obligation to pay and any rights and limitations described herein. Title, copyright and ownership of the Software and any related documentation remains with DONORDOCK. Grant of license will immediately cease if the terms and conditions herein are violated, including failure to pay for the subscription.



#### 4. Subscription Licensing

Subscription licensing is done on either a month-to-month term or a year-to-year term. Customers may cancel a subscription at any time. The subscription will automatically charge the provided credit card or debit the provided bank account at the beginning of the next term unless the subscription has been cancelled per the requirements set forth in this EULA.

#### 5. Additional Agreements

DONORDOCK may require you to agree, in order to continue using the Software, to updated terms and conditions which will apply from that date forward.

#### 6. Prices, Taxes and Incidental Charges

DONORDOCK may alter pricing at any time with notice provided to you. Any price alterations will not be retroactive and will take effect upon the renewal of the subscription Term. Subscription prices do not include any taxes, or other fees required by law, and are the sole responsibility of you to pay. DONORDOCK may collect taxes if required by law and you agree to pay these to DONORDOCK when applicable.

#### 7. Product Support Services

DONORDOCK may make available product support services, training, and other materials (collectively "Support") related to the Software. This EULA does not obligate DONORDOCK to provide any Support.

You agree that DONORDOCK may collect and use technical information gathered as part of the support services provided to you, if any.

Client agrees that the definition of consultative time includes all services related to time for communication, virtual session, technical set-up, training and support and other administrative or management tasks.

#### 8. Disclaimer of Warranty

The Software is licensed "as-is." You bear the risk of using it. DONORDOCK gives no express warranties, guarantees or conditions.

DONORDOCK does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software.

Further, DONORDOCK does not provide any warranty respecting any harm that may be caused by the transmission of a computer virus or other such computer malware.

It is incumbent on you as a user to know and understand any laws and regulations for which your organization is obligated to, and to follow those laws or regulations. DonorDock bears no responsibility or liability as it relates to your obligations to any such laws or regulations.

#### 9. Remedies

DONORDOCK's liability and your exclusive remedy for any claims arising out of the furnishing, performance or use of the Software OR ANY RELATED DOCUMENTATION (whether alleged as a breach of contract or tortious conduct, including negligence) shall be at the option of DONORDOCK either (a) return of the most recent license fee or Subscription Fees paid.

You are not entitled to any consequential or other damages. In no event shall DONORDOCK be liable for any special, incidental, punitive, indirect or consequential damages.

#### 10. Acknowledgement

By using the Software, you acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions.

#### 11. Termination and Cancellation

Without prejudice to any other rights, DONORDOCK may suspend or revoke your use of the Software at any time if you violate the terms and conditions of this EULA.

You may terminate your subscription at any time. Subscription fees are not refundable.

#### 12. Data Governance

DONORDOCK does not own any of your data placed in the Software. Upon termination of usage rights or cancellation, whether by you or DONORDOCK, you are responsible for obtaining your data and/or ensuring you have proper exports from the Software. You acknowledge that DONORDOCK will have no responsibility for the deletion, integrity, reliability, legality or right to use data.

All database backups, disaster recovery, and security access/maintenance of any systems or products outside of the DONORDOCK CRM system are the full responsibility of the client and/or hosting/cloud provider, while integrated with DONORDOCK or otherwise.

### 13. Data Privacy

We may share information about you or the contacts you have stored in the application as follows or as otherwise described in this EULA:

With vendors or other service providers who need access to such information to carry out work on our behalf.

As a response to a legal process or a request for information that we believe disclosure is in accordance with any applicable laws, rules, or regulations.

In relation to, or during negotiations of, any merger or sale of company assets, financing or acquisition of all or a portion of our business to another company.

At your direction and with your consent.

We may also choose to share aggregated information, which cannot reasonably be used to identify you or your constituents.

We also have access to your data to assist in troubleshooting issues and support requests.

### 14. Applicable Law

The laws of the state of North Dakota shall govern this agreement. You hereby consent to the exclusive jurisdiction of the state and federal courts located in Cass County, North Dakota for resolution of any disputes arising out of this EULA.

### 15. Entire Agreement; Severability

This EULA, including any addendum, supplement or amendment, is the entire agreement between you and DONORDOCK relating to the Software and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA.

**DonorDock, Inc.**

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