



Date: December 2, 2011

Respectfully submitted to: Erin Polgreen
The Media Consortium

Proposal prepared by: David Lam
Razoo Global Corporation
1020 19th Street NW, #800
Washington, DC 20036

I. Statement of Understanding

Razoo Global Corporation (“Razoo”) will partner with The Media Consortium (“TMC”) to launch a series of Landing Pages to host one Giving Event on March 8, 2012, overseen and administrated by TMC.

The following services will be provided by Razoo in support of the Giving Event:

1) Giving Site:

- a. URL: Giving Site will be hosted on a custom subdomain on Razoo.com chosen by TMC, e.g., tmc.razoo.com.
- b. Thank you video: TMC has the option to upload a default Thank You Video that all donors will see after they make a donation; this Thank You Video is overridden if a nonprofit or fundraiser uploads their own custom Thank You Video.
- c. Search and Browse: Search will be default scoped to display only organizations chosen by TMC. Site visitors can modify the default search and browse to find any nonprofit, project and fundraiser that fits their giving criteria.
- d. Nonprofit Features: Nonprofits can claim Admin Access on Razoo to their organization pages and have the ability to view, edit and create information including: contact details, mission and program information, multimedia content (photo or video); Nonprofit Admins can also view and download donor information, and create Project pages that highlight specific areas or programs of their nonprofit work.



- e. Donor Features: Site will allow donors to create an account, give for the benefit of any charity on the Site, and set up recurring donations (this applies to any charity on the Razoo network). Donors will be receipted and have a record of their giving. The receipt will come from Razoo Foundation, with an indication of the nonprofit advised by the donor as the targeted recipient of their donation. Donors can also create a public profile to highlight their personal giving and track their receipts.
- f. Homepage: The Giving Site's Homepage will be the series of Giving Event Landing Pages described in Section 2.

2) Giving Event Pages:

- a. Pre-Giving Event Landing Page: Razoo will design and launch a TMC-branded landing page for the purpose of providing TMC-affiliated organizations with an overview of the coming Giving Event.
- b. Nonprofit Toolkit Page: Razoo will design and launch a page for nonprofits to educate them on how to maximize fundraising efforts on the Giving Event; TMC is responsible for providing all content linked to and from this page, e.g., how-to videos, email templates and logos.
- c. Giving Event Landing Page: Razoo will design and launch a Giving Event Page on the day of your Giving Event. It will have the following features:
 - TMC branding
 - Real-time leaderboard
 - Countdown clock
 - Sponsorship logos
 - Prizes/matching grants
 - Rules/TMC-generated content
 - Video
 - Links to TMC website
- d. Post-Giving Event Landing Page: Razoo will design and launch a Post-Giving Event Landing Page at the day following the Giving Event.
- e. TMC Customizing: TMC has the ability to customize the Event Landing Pages in accordance to guidelines set forth by Razoo in the PDF document accompanying this Agreement, "GiveDay_wireframe_sample.pdf".
- f. Revisions: During the design and development process, there will be stages that require review time from TMC. During these stages there will be opportunities to refine and adjust the direction the pages are heading. These stages will be:
 - i. Design of the 3 landing page appearances (pre/live/post): TMC can customize appearances in accordance to guidelines set forth by Razoo in the PDF document, "GiveDay_wireframe_sample.pdf", accompanying this agreement. With each landing page, there are 2 rounds of design alterations. If additional rounds are needed, design revisions will be completed at an additional cost of \$80/hr.
 - ii. Development of the 3 landing pages (pre/live/post): All copy delivered to Razoo should be final and not in draft form, however we understand that there are instances that are not predictable so there is one round of text edits included in the development of the 3 landing pages. Additional design edits



required during the Development phase will be completed at an additional cost of \$80/hr.

3) Donation Processing & Disbursements:

- a. Donations made through the TMC Giving Event Site are to Razoo Foundation, an IRS 501(c)(3) tax-exempt organization that maintains and administers a donor advised fund. Razoo Foundation indicates that its normal practice is to re-grant contributions (less an amount retained by Razoo Foundation for its expenses) according to its operating policy for qualifying 501(c)(3) organizations advised by donors. Please refer to the Foundation's Terms of Use on its site. Re-grants are normally disbursed on the 10th of the month following receipt of the advised donation.

4) Giving Event Reporting:

- a. Privacy and security of nonprofit and donor information is of vital importance to Razoo and it will never share or sell names of donors or nonprofits without their consent.
- b. Razoo reserves the right to communicate directly with donors and nonprofits through normal system notifications and opt-in newsletters which are delivered monthly.

5) Giving Event Support Services

- a. Pre-Giving Event Relationship: Razoo will share best practices from other Giving Days to TMC. In this capacity, Razoo will be providing educational services only and is not acting as "project manager/implementer."
- b. Razoo will provide outline and draft materials for a pre-event training session, with the goal of educating nonprofits on how to set up on the Razoo platform and engage their donor base to participate in the event.
- c. Customer Support: Razoo will provide standard donor and nonprofit support before, during and after the Giving Event, which includes email and phone support from 9 AM to 6PM ET, Monday to Friday. After hour customer support can be purchased at a rate of \$50/hour.

6) Giving Event Publicity

- a. Razoo will provide body copy and boilerplate to be included in all TMC press materials.

7) Post-Giving Event

- a. The Giving Site will remain live until whichever date is earlier between January 31, 2013 or when TMC requests that it be taken down.
- b. TMC can elect to keep the Giving Site active by either i) agreeing to another contract for a giving event in 2013, or ii) agreeing to a contract for a year-round Giving Site.



II. Service Fees

Giving Event Landing Pages Design and Development Fee	<ul style="list-style-type: none">• \$6,000
Extra Customer Support Hours	<ul style="list-style-type: none">• Billed at \$50/hour for support outside of 9am to 6pm ET
Payment	<ul style="list-style-type: none">• ½ of fees due upon signing• ½ of fees due upon completion of Giving Event



III. Delivery Schedule

The following will be delivered as part of this agreement:

1. Nonprofit training materials (10 calendar days after contract signing)
2. Pre-giving event landing page (30 calendar days after contract signing); dependent on content to be submitted by TMC
3. Nonprofit toolkit page (30 calendar days after contract signing); dependent on content to be submitted by TMC
4. Live giving event landing page (launched on day of your giving event)
5. Post-giving event landing page (launched on the day following your giving event).



IV. Terms of Service

1. **Reasonable Effort:** Razoo will make reasonable effort to provide uninterrupted service, though it does not warrant that its software or services will be error-free or without interruption.
2. **Intellectual Property:** TMC agrees that nothing herein gives it or anyone else any rights or interest in any Razoo intellectual property, except as expressly provided herein. All such intellectual property shall remain the exclusive property of Razoo and/or its respective owner(s). TMC represents that it owns the rights and interests to all the content that it will make available using Razoo services, and that using them and promoting them through Razoo.com does not and will not infringe any intellectual property right, right of privacy, right of publicity or any other right of any third party. Furthermore, TMC agrees to defend, indemnify and hold harmless Razoo from and against any breach of such right.
3. **Limited Liability:** The services herein are provided as-is and Razoo disclaims all representations and warranties. In no event shall Razoo, its employees, officers, directors, suppliers, or any third parties be liable for any damages whatsoever including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption, resulting from the use or inability to use the services, whether based on warranty, contract, tort, or any other legal theory, and whether or not Razoo is advised of the possibility of such damages.
4. **Razoo Branding:** You agree to allow Razoo to use your organization's official logo in our marketing and promotional efforts that are related to the Giving Event.
5. **Assignment:** The rights and obligations inuring to the parties hereunder may not be assigned or transferred, including by operation of law, without the other party's prior express written consent.
6. **Integration:** This Agreement contains the entire agreement between the Parties hereto with respect to the transactions contemplated herein and supersedes any prior agreements, whether written or oral. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the Parties hereto.

*****SIGNATURES ON FOLLOWING PAGE*****



V. Razoo Service Agreement

Organization Name	The Media Consortium
DBA Name (if different from above)	

IN WITNESS WHEREOF, Razoo and your Organization have entered into this agreement on the day and year listed below.

For The Media Consortium

Signature

Title

Signed By

Date

For Razoo Global Corporation

Signature

Title

Signed By

Date

VI. Billing Information

Thank you for becoming a Razoo Partner. Our Partnership takes effect when we receive a signed contract. If you choose to pay by check, please send payment to the address below:

Please remit payment to: Razoo Global Corporation
1020 19th Street NW
#800
Washington, DC 20036