

Software and Service Information for Grants

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A. Overview

Welcome to Grants by Benevity ("Grants"), Benevity's web-based grants management solution. Through Grants, Eligible Causes and Non-Profit Organizations will be able to apply online for financial or in-kind support from the Client, and the Client will be able to process and manage those applications effectively using the Grants product. The below describes some of the product features and functionality for Grants, as well as the associated services and applicable fees. The various features of the Grants product, as described in this Software and Service Information document will only be made available to Client to the extent indicated in an applicable Order Form or Change Order. For clarity, Grants by Benevity is a separate product and service than the Versaic grants management solution. For more information on the software and services provided for Versaic, please see the applicable Order Form or Change Order and the applicable Software and Service Information document.

B. Implementation

As part of Benevity's standard implementation for Grants, the following will be completed:

1. Discovery, Planning and Design: Understanding the Client's grantmaking programs and the system requirements to enable Grants.

2. Configuring the Grants Application Form: Configuration of a single dynamic online application form in English for Eligible Causes and Non-Profit Organizations to use when applying for support, including:

- Two main "branches of question for different grantmaking programs (e.g. project support event sponsorship).
- Search functionality for Eligible Causes and Non-Profit Organizations to locate their organization with the option of manually entering organization information if needed.
- Configuring the number of grant application questions and content for questions that are displayed for each application branch, based on client program requirements.
- Relevant messaging ("hard stop" and/or "soft warning" messages) to applicants based on answers selected (e.g. program eligibility, timeframe, etc.).
- Help "pop up" modals linked to application form questions (e.g. definitions, more information, etc.).
- Option to "add attachments" as appropriate.
- Inclusion of on-line support documentation for applicants (e.g. tips, FAQs, list of questions, technical support page).
- Routing grant applications submitted through the forms to client reviewers and decision-makers.

3. Configuring the Administrator Portal: Configuration of the Online Management Interface ("MI") in English that enables authorized users of Grants ("Administrative Users") to review, classify and manage grant requests. The MI includes administrative permissions for the number of Administrative Users listed in the relevant Order Form or Change Order and application management functions relating to workflows and messaging for processing grants applications, Eligible Cause and Non-Profit Organization verification and filtering, disbursement set up, audit logs, budget management, reporting, and survey management.

In addition, the following product features can be added or removed at the Client's request:

User Accounts

- Changes to read / edit / access permissions for existing users.
- Adding or deleting users with system access, without exceeding the limited number of Administrative Users specified in the Order Form or Change Order.
- Modification of user profile details such as contact information.

Reports

- Changes (modifications of data or style) to custom reports (custom reports will require an additional fee).
- Text / copy changes to templated letters, cheque requisitions.

Application Forms

- Deleting Non-Pivotal questions from the online application form. "Non-Pivotal" means a question that is not core to the broad functionality of the online application form and does not affect other questions. One question includes both English and French versions of the question.
- Basic static style changes to the online application form including a change of logo, color, font style on pages. Text changes (additions, modifications, and deletions) in the existing questions of the online application form.
- Text changes (additions, modifications, and deletions) in the existing select lists of the online application form.
- Up to three (3) changes to (additions or moving of) Independent questions on the online application form. "Independent" means a question that is not logic-based and includes a simple text entry field or select box and does not link to nor cause dynamic changes in the application form. One question includes both English and French versions of the question.

- One (1) change to (additions or moving of) Complex questions on the online application form. “Complex” means a question that is logicbased and links to other questions or causes dynamic changes in the application form. One question includes both English and French versions of the question.

Review Interface

- Two (2) edits to existing List options in the review interface. A “List” means a series of choices associated with categorizing or classifying elements in the review interface such as cost centers, accounting codes, and program names and categories. Changes to approval workflow contact information.

General

- Changes to existing automated email logic.
 - Text / copy changes to existing automated emails.
 - Hosting and maintenance of all applicable databases, application forms and review interfaces.
 - Other minor changes that, at the discretion of Benevity, are deemed to be non-material.
 - Email support for applicants and Administrative Users, during business hours.
 - Updates to Grants Solution technology. “Updates” mean bug fixes and / or new globally-available features or functionality that are rolled out to all Grants users.
4. Mapping and Import of Historic Grants Data (if applicable): Standard configuration of Grants includes the mapping and import of historic grants data from the Client that is provided as a single table in a format approved by Benevity. If data clean up or preparation is required by Benevity in order to conduct the mapping and importing of historic data into Grants, then such clean up or preparation may be made available separately as a managed service for an additional fee, subject to the Parties’ mutual consent.
 5. Quality Control Testing: Testing of system to ensure operational readiness, integrity and accessibility.
 6. Training and Client Support: A two-hour online training session (at launch) and a 90-minute online training session (after launch, as required).

C. Disbursements

Note: The Client’s use of Grants may allow for the disbursements of funds to grantee organizations via the Benevity Platform, if so indicated in the Order Form or Change Order. In such case, this Section C (Disbursements) will apply.

1. **Donations**

(a) **Foundations**

- (i) Generally, Benevity works with third-party charitable foundations that are registered in the jurisdictions in which they are established and which utilize donor advised funds (“Foundations”) so that donation funds can be aggregated and disbursed via the Benevity Platform. Arrangements that are substantially equivalent to donor advised funds may also be used by Foundations in certain countries outside of the United States. As is required under applicable laws and customary for the utilization of donor advised funds, the Foundation takes full legal ownership, control and discretion over donation funds it receives as of the Donation Date but may take into consideration, although it is not legally obligated to follow, advice from

Participants as to the recommended Recipient Organization(s) (“Donor Advice”) when disbursing donations (except in very limited circumstances where required by law—for example, Fonds de Participation in France). Any interest earned on donations belongs to the Foundation. Donor Advice is provided when a donation has been made via the Benevity Platform and the Client has recommended a Recipient Organization to receive a distribution from the Foundation. The Client Integration will indicate one or more Specified Country(ies), as set forth in the Order Form, Change Order or Statement of Work. If the Order Form, Change Order or Statement of Work includes countries not listed in the below list of countries and experiences, then the applicable donations will be routed through Cross-Border Donations as described below and such donation will typically be processed in the currency of such country. Additional Specified Countries may be added upon the Parties’ mutual agreement. If indicated in the Order Form or Change Order, the Client Integration will also include Cross-Border Donation functionality for Cross-Border Donations, as described below.

(ii) The current list of Foundations that Benevity works with is as follows:

(b) Experience/Functionality and Name of Foundation*

Aotearoa New Zealand: [Aotearoa New Zealand Online Giving Foundation](#)

(Note: In the event payroll deductions are included for the Aotearoa New Zealand Online Giving Foundation, Client should ensure that the IR348 (Employment Information Form) and the IR345 (Employer Deductions Form) are filed electronically with Inland Revenue prior to enabling payroll deduction functionality).

Australia: [The Trustee for the Australian Online Giving Foundation](#)

Canada: [Canadian Online Giving Foundation](#)

France: [Fonds de Participation Solidaire](#)

Germany: [Haus des Stiftens für Unternehmen & Non-Profits gGmbH](#)

India: [Online Giving Foundation \(India\)](#)

Ireland: [The Irish Online Giving Foundation](#)

United Kingdom: [Charitable Giving](#)

United States: [American Online Giving Foundation, Inc.](#)

*Benevity may replace any Foundation in the list above with a different Foundation at any time upon notice to Client.

(iii) Foundation Special Circumstances. In circumstances where: (i) Donor Advice is not provided in a timely manner by the Client and in any event within 12 months following December 31 of the year of the Donation Date of such Donation Funds; (ii) an Eligible Cause recommended by the Client as part of Donor Advice is (a) no longer registered or in good standing with applicable tax laws or other relevant regulatory authority, or (b) otherwise suspended or no longer in the Eligible Cause Database; or (iii) the Foundation, exercising its discretion as the sponsoring organization of a donor advised fund or equivalent arrangement, chooses to decline to follow the Donor Advice, then the relevant Foundation will make the determination as to the Recipient Organization to which the donation will be made. In such circumstances, Benevity will liaise with the relevant Foundation and advocate for the ability of the Client to provide alternative Donor Advice through the Benevity Platform.

- (iv) India Experience. Notwithstanding anything set out in the Order Form or Change Order, the following requirements apply to Client's deployment of the Benevity Platform in India since Online Giving Foundation (India) is a charitable public trust registered in India but not registered under the Foreign Contribution (Regulation) Act, 2010 as amended from time to time (the "FCRA") and, as such, is prohibited from accepting foreign contributions:

Client, and any related corporate or foundation entity that will be remitting funds to Online Giving Foundation (India) (or any replacement foundation) on behalf of Client, must provide documentation to Benevity or Online Giving Foundation (India) (or any replacement foundation) upon request and in the designated format to enable Online Giving Foundation (India) (or any replacement foundation) to comply with requirements under applicable foreign contribution and charitable trust legislation.

(c) Donation Funding Process

- (i) Donation Reports. The Benevity Platform will generate and electronically submit to Client a monthly report (the "Donation Report" or "DR") which will identify the donation amounts donated within the Client Integration during the preceding month. The DR will also identify the Donation Funding Amount (as defined herein). The "Donation Funding Amount" means the donation amounts that the Client has chosen to donate to the relevant Foundation(s) during the preceding month. Separate DR(s) may be provided to Client in respect of each Specified Country. The Donation Funding Amount will be transferred by Client to the respective Foundation(s) in the currency of the Specified Country via EFT or ACH (checks are not accepted) within fourteen (14) days following of the issue date of the DR. From the applicable Donation Date and until the actual transfer of the Donation Funding Amount to the Foundation(s), Client agrees to hold funds representing the applicable Donation Funding Amount as limited agent for, and on behalf of, the respective Foundation(s) (the "Agency Property"). Client may commingle the Agency Property with any other property or assets until transferred.
- (ii) Float Fund. Client may choose, in its sole discretion, to make payment(s) of donations to the Foundation on account of future Donation Funding Amounts in advance of the DR funding date (the "Float Fund"). The intent of the Float Fund is to facilitate disbursement within a timely fashion in recognition of Donation Funding Amounts and provide the Foundation with a sufficient balance of funds to be distributed to Recipient Organizations for future periods. If Client chooses to transfer Float Funds to the Foundation, then the Parties will discuss and agree upon the timing, amounts and other details regarding such transfer of Float Funds. For clarity, Float Funds constitute a donation to the Foundation and are subject to the same terms and conditions as all other donations as contemplated in this Software and Service Information document.
- (iii) Non-Payment of Funds. In circumstances where: (i) Client has not provided all or any portion of the Donation Funding Amount; or (ii) in the event a Foundation reverses a transaction or returns any portion of Donation Funds due to an administrative error of the Client (or if deemed necessary by the Foundation in its sole discretion due to exceptional circumstances), then no donation can be deemed effected for funds not received or returned by the Foundation and no receipt validly issued for such funds.
- (iv) Funds Disbursement to Recipient Organizations. The Foundations typically make monthly disbursements (less applicable markup and deductions as outlined herein, including without limitation foreign exchange markup and Cause Support Fees, as defined below) to Recipient Organizations, either by EFT/ACH or manual check, provided that: (i) none of the Foundation Special Circumstances apply; (ii) the Manual Check Threshold (as defined below) has been met, if applicable; (iii) no minimum donation/disbursement thresholds or maximum limits apply and there are no Recipient Organization requirements for different disbursement timing; and (iv) the

Foundations are in receipt of sufficient Donation Funds from Client to disburse to Recipient Organizations.

(d) Cross-Border Donations

- (i) Generally. Notwithstanding anything to the contrary set forth in the Agreement, if a valid Order Form, Change Order or Statement of Work indicates that Client's applicable Client Integration is set up to allow Client to provide Donor Advice in favor of certain International Causes (as defined below) and/or certain Non-Profit Organizations, then a separate Foundation (currently The UK Online Giving Foundation) will be involved in processing the donations which accompany such Donor Advice (the "Cross-Border Donations"). The applicable Donation Funds for Cross-Border Donations will be provided by the Client to such Foundation and then disbursed to International Causes and/or Non-Profit Organizations by such Foundation with consideration of applicable Donor Advice and in accordance with all other applicable terms of this Software and Service Information document (including without limitation the Foundation Special Circumstances). For further clarity, it is acknowledged that Non-Profit Organizations are not Eligible Causes. Cross-Border Donations will be subject to substantively the same provisions that are applicable to the Donation Funds provided to the other Foundations. The timing and mechanics of Cross-Border Donations (including without limitation use of a DR, funding dates, Donor Advice and deductions for Cause Support Fees, and other applicable markups or deductions outlined herein) will generally be dealt with as described elsewhere in this Software and Service Information document, subject to the differences outlined in this section. The list of International Causes and Non-Profit Organizations presented to the Client will be determined by Benevity at its discretion. An "International Cause" is defined as (i) an Eligible Cause that is located and/or registered in a country outside of the Specified Country(ies) listed in the applicable Order Form, Change Order or Statement of Work and/or (ii) an Eligible Cause that is located and/or registered in a given Specified Country, but only if the Client Integration corresponds to a different Specified Country.
- (ii) Typically, Clients with access to Cross Border Donation functionality may be presented with the opportunity of providing Donor Advice in favour of both Eligible Causes and Non-Profit Organizations. In contrast, when donations are not Cross Border Donations, then the Client will typically be presented with the opportunity of providing Donor Advice in favour of Eligible Causes only.
- (iii) Global Restrictions. When utilizing the System and Services, Client must comply with the instructions communicated by Benevity to Client regarding various local legal restrictions which may limit the Client's ability to donate in certain countries/regions, as required by applicable local law or regulations in such locations. Such instructions may be communicated by Benevity by way of posting updates at <https://bhive.benevity.com/hc/en-us/sections/360012620011-Regulatory-Updates> and Client is responsible for monitoring and complying with such updates.
- (iv) Donation and disbursement thresholds and limits. Due to operational and/or security related considerations, the Benevity Platform may impose minimum donation or disbursement thresholds and/or maximum donation or disbursement limits in certain circumstances for a donation or disbursement to be processed.

(e) Miscellaneous

- (i) Manual Checks. To increase efficiencies, Benevity encourages Recipient Organizations to provide electronic banking information so they may receive electronic payment of Donation Funds. In the event that a Recipient Organization has not provided its electronic banking information, then, as an administrative convenience to the Foundations and Recipient Organizations, a minimum dollar amount is required to be met before a manual check will be sent by the applicable Foundation to such Recipient Organization. Specifically, donations allocated across the entire

Benevity Platform (from all of Benevity's clients) to a Recipient Organization that has not signed up for electronic payment via the Benevity Causes Portal must equal at least US\$100 (the "Manual Check Threshold") before a check will be sent to such Recipient Organization. However, amounts allocated to Recipient Organizations that are below the Manual Check Threshold will be "swept" annually if the amount being disbursed is at least US\$20, resulting in a distribution of such amounts by check approximately once every twelve months. If, at the time of an annual "sweep", all amounts allocated to a Recipient Organization are below US\$20 and such Recipient Organization has not signed up for electronic payment via the Benevity Causes Portal, then the related Donor Advice may be rejected and the Client may be given an opportunity to provide alternate Donor Advice.

In addition, if a Recipient Organization does not enroll for electronic payments then a manual check fee (as determined from time to time in Benevity's sole discretion) will be applied on check disbursements to cover processing costs (as set forth in the online fee schedule found at https://cdn.bfldr.com/ZZ11QL2O/at/5rxzs54q3b4p3n8j6kbw3wf7/Benevity_Fees_Schedule_092023.pdf) and will be deducted from the Donation Funds accordingly. Benevity may update the above-mentioned fee schedule from time to time and any such changes will come into effect immediately upon Benevity's updates. Notwithstanding the above, checks will not typically be distributed to any Recipient Organization outside of the US or Canada and such Recipient Organizations outside of the US or Canada will typically need to sign up for electronic payment via the Benevity Causes Portal in order to receive Donation Funds. An important advantage of electronic funds transfer (EFT) is that for most countries (except occasionally in countries located in Africa, South America or Asia) there is no minimum disbursement threshold for electronic payment of donations.

- (ii) Administrative Fees. Upon the applicable Foundation obtaining beneficial ownership of any Donation Funds, it will deduct an amount to cover administrative and operating expenses (the "Cause Support Fee") (as set forth in the online fee schedule found at https://cdn.bfldr.com/ZZ11QL2O/at/5rxzs54q3b4p3n8j6kbw3wf7/Benevity_Fees_Schedule_092023.pdf) unless Benevity and Client mutually agree that such fee will be paid for by Client to the applicable Foundation. Benevity may update the above-mentioned fee schedule from time to time and any such changes will come into effect immediately upon Benevity's updates. In the unlikely event that Client remits a Foundation's Cause Support Fee to Benevity, Benevity will hold such Cause Support Fee as agent on behalf of the applicable Foundation. Cause Support Fees do not reduce the receiptable/acknowledged amount of the donation to the Client but are netted off from the Donation Funds received by the Foundation; such amounts are therefore deducted from amounts distributed to Recipient Organizations (unless Benevity and Client mutually agree that such fee(s) will be paid for by Client).
- (iii) Foreign currency exchange. If Donation Funds are received in a currency that is different from the currency used in the applicable Specified Country and/or in the location of the Recipient Organization or Foundation (as applicable), then a foreign currency exchange may be undertaken at the sole discretion of the applicable Foundation or Benevity in order to process the donation. In such case, a foreign exchange markup may be applied on the currency exchange from one currency to another, including on any intermediate currency conversions that the Foundation(s) and/or Benevity deem appropriate in their sole discretion. The foreign exchange markup is currently equal to a certain percentage of the interbank exchange rate (as set forth in the online fee schedule found at https://cdn.bfldr.com/ZZ11QL2O/at/5rxzs54q3b4p3n8j6kbw3wf7/Benevity_Fees_Schedule_092023.pdf). Such markup rate is subject to change in the event that the banking partner of the applicable Foundation adjusts the applicable foreign exchange fee. Benevity may update the above-mentioned fee schedule from time to time and any such changes will come into effect

immediately upon Benevity's updates. Such markup may be split between the applicable Foundation and its banking partner.

- (iv) Reversals. Donation Funds are not refundable. In the event a Foundation agrees in its sole discretion to a transaction reversal requested by Client, a reasonable administrative fee may be charged in an amount not to exceed \$250 per reversal.
- (v) Donation Receipts/Acknowledgements. When a donation is made, the Benevity Platform will typically enable the generation of a donation receipt or acknowledgement from the applicable Foundation. Cross-Border Donations will typically result in a donation acknowledgment being issued while any other donations made through the Benevity Platform will typically result in a donation receipt being issued. The Client will receive the applicable donation receipt or acknowledgement of Donation Funds via a URL (PDF), email (PDF attachment) or alternate method. The Client should consult its own tax and legal advisors respecting tax deductibility or other impacts of donations made.

Benevity and/or the applicable Foundation reserves the right (at their sole discretion) to void or cancel any donation receipt or acknowledgement that has been improperly issued under the Benevity Platform for any reason upon providing notice of any such event to Client.

- (vi) No Tax Liability: Benevity makes no representation or warranty as to the legitimacy and legality of any particular Eligible Cause listed in the Eligible Cause Database, it being understood that the Eligible Cause Database is based upon listings provided and updated by the applicable charity regulatory agencies in the Specified Countries and/or in other countries, as applicable. Further, the issuance of a donation receipt or acknowledgement through the Benevity Platform or by a Foundation does not represent confirmation, assurance or opinion that the transaction giving rise to such receipt represents a tax credit or deduction respecting the Client and the Client must rely on its own tax and accounting advice respecting all such matters. In no event will Benevity or any Foundation be responsible or liable for direct or indirect damages resulting from any tax, interest, fines, damages, penalties, reassessments or other levies imposed on the Client by any taxing authority (governmental or otherwise) arising from or in connection with the use of the Benevity Platform. Benevity has not provided and does not provide any tax or legal advice. Without limiting any other term of the Agreement it is acknowledged that: (a) donation functionality and tracking through the Benevity Platform are delivered, accessed and updated over the internet; (b) the Benevity Platform is provided by Benevity consistent with industry standards which may not address all problems associated with the delivery of software and functionality via the internet; (c) the Foundations are receiving and disbursing Donation Funds to Recipient Organizations (with consideration of Donor Advice) in accordance with industry practice in their Specified Country, as applicable; and (d) congestion over the internet, data delay and Client's own network configuration and data security practices may slow or impact the performance of or access to the Client Integration.

B. Funding

(a) Global Online Giving Organization, Inc.

- (i) Generally. Benevity works with the Global Online Giving Organization, Inc. (the "Funding Entity") a third party non-profit organization. The Funding Entity is distinct from the Foundations. Funds will be routed to the Funding Entity via the Benevity Platform when the Client has indicated that there is a benefit to the Client that is associated with such funds (for example, in case of a corporate sponsorship). The Client is required to select "Yes, I am receiving a benefit" (or similar wording) under the "Grant Benefits" option when any grant that it intends to fund through the Benevity Platform has any benefit that will be received by the Client for sending such grant, in that instance, the Funding

Entity receives such funds directly, together with the Client's instructions for the ultimate disbursement of such funding, less applicable fees, to the Eligible Cause or Non-Profit Organization selected by the Client in the Benevity Platform ("Funding Instructions"). The Funding Entity aggregates all funding and makes disbursements to applicable Eligible Causes and Non-Profit Organizations in accordance with Funding Instructions. Any interest earned on funding belongs to the Funding Entity.

*Benevity may replace the Funding Entity with a different non-profit organization at any time upon notice to Client.

- (ii) Entity Special Circumstances. In circumstances where the Funding Entity will not disburse funds to a Recipient Organization in accordance with Funding instructions then the Funding Entity will, at its discretion, (a) reimburse the Client, or (b) allow the Client to provide alternate Funding Instructions through the Benevity Platform.

(b) Funding Process

- (i) Donation Reports. The Benevity Platform will generate and electronically submit to the Client a monthly DR which will identify the funding amounts funded within the Client Integration during the preceding month. The DR will also identify the Funding Amount (as defined herein). The "Funding Amount" means the funding amounts that the Client has chosen to fund to the Funding Entity via direct debit or EFT/ACH (checks are not accepted) within ten (10) business days following Client's receipt of the DR.
- (ii) Non-Payment of Funds. In circumstances where: (a) Client has not provided all or any portion of the Funding Amount; or (b) the Funding Entity reverses a transaction or returns any portion of Entity Funds due to an administrative error of the Client (or if deemed necessary by the Funding Entity in its sole discretion due to Entity Special Circumstances), then no funding can be deemed effected for funds not received or returned by the Funding Entity.
- (iii) Funds Disbursement to Recipient Organizations. The Funding Entity typically makes monthly disbursements (less applicable deductions outlined herein, including without limitation Cause Support Fees, and other applicable markups or deductions outlined herein,) to Recipient Organizations, either by EFT/ACH or manual check, provided that: (a) the Entity Special Circumstances do not apply; (b) the Manual Check Threshold has been met, if applicable; and (c) the Funding Entity is in receipt of sufficient Entity Funds from Client to disburse to Recipient Organizations.

(c) Cross-Border Funding

To the extent that Benevity enables Cross-Border Funding for a particular Client, the Funding Entity shall be enabled to disburse funds to certain international Recipient Organizations. The list of international Recipient Organizations presented to the Client and available currencies associated with such Cross-Border Funding will be determined by Benevity at its discretion. The above section of A(1)(c)(iii) "Global Restrictions" and C(1)(c)(iv) "Donation & disbursements thresholds and limits" also apply to Cross-Border Funding, provided that all references to "donate" are replaced with "fund" and "funding" respectively.

(d) Miscellaneous

- (i) The above sections A(1)(b)(ii) Float Funds, A(1)(d)(i) Manual Checks, A(1)(d)(ii) Administrative Fees, A(1)(d)(iii) Foreign Currency Exchange, A(1)(d)(iv) Reversals and A(1)(d)(vi) No Tax Liability each apply to the Funding Entity with the following wording replacements (for clarity, the Foundations Fee Schedule applies to the Funding Entity):
 1. all references to "Foundation, "Foundations" and "Foundations(s)" are replaced with "the Funding Entity",
 2. all references to "donations" are replaced with "funding",

3. all references to "Donation Funds" are replaced with "Entity Funds", and
4. all references to "Donor Advice" are replaced with "Funding Instructions".

(ii) No Donation Receipts. When Entity Funds are disbursed using the Benevity Platform, no donation receipt or acknowledgement will be generated as such funding does not represent a tax effective donation. The Client should consult its own tax and legal advisors respecting tax impacts of funding provided. The Funding Entity is receiving and disbursing Entity Funds to Recipient Organizations pursuant to Funding Instructions in accordance with industry practice in Canada.

D. Additional Terms

As required by various laws and regulations, it is the Client's responsibility to ensure it does not make a donation and Donor Advice for any of the following, directly or indirectly, in whole or in part:

- (a) to discharge an obligation that is legally enforceable against the Client or any other entity; or
- (b) in exchange for a more than an incidental benefit or any other impermissible private benefit received by the Client or any other entity affiliated with the Client, including without limitation memberships, dues, tickets, sponsorships, meals or tuition.

As required by the Funding Entity, it is the Client's responsibility to ensure it does not provide funding and Funding Instructions, directly or indirectly, in whole or in part, in exchange for any impermissible private benefit received by the Client or any individual or other entity affiliated with the Client, including without limitation, to pay memberships, dues or tuition.

It is also the Client's responsibility to ensure it is permitted to make a donation and Donor Advice and/or to provide funding and Funding Instructions in accordance with all other laws and regulations that apply to it prior to making such donation and Donor Advice and/or providing such funding and Funding Instructions as applicable.

Within thirty (30) days after the termination of the Client's rights to use the Benevity Platform for any reason, and without derogating from any other obligations of the Parties under the Agreement, the Client will transfer any Agency Property held for the respective Foundations respecting Donation Funds or otherwise pay all sums remaining unpaid to the respective Foundations or the Funding Entity under the Agreement.

Platform Guidelines: Clients must comply with the Benevity Platform Guidelines located at https://cdn.bfldr.com/ZZ11QL2O/as/56fx794hxcz6p92v6p5b3/Benevity_Platform_Guidelines. Such guidelines outline our non-discrimination and hate speech policies and apply to all users, causes and clients on the Benevity Platform.

For clarity, the features and functionality to be provided by Benevity, as listed in this Software and Service Information for Grants, include standard features and functionality generally offered by Benevity to Benevity's other Grants clients. The provision of any features or functionality that are not currently made available by Benevity to Benevity's other clients will be subject to additional agreement between the Parties.

E. Fees

The fees applicable to the Client for use of Grants are set out in the relevant Order Form or Change Order and in this Software and Service Information document, and are inclusive of the processing of up to 3,000 grant applications annually and up to 5GB of attachment storage annually, during the term of the Order Form or Change Order. An additional fee of \$1.50 per grant application will be charged for any grant applications processed by Grants over and above 3,000 annually. Data storage over and above 5GB will be subject to a fee of \$120/GB, annually.

Products and Services Available for Additional Fees. The following summarizes additional functionality that can be added for an additional fee. If desired, such additional work and any related fees will be documented in the Order Form or Change Order or an addendum to the Order Form or Change Order.

User Accounts

- Adding users over and above the limited number of Administrative Users specified in the Order Form or Change Order.
- Creating new read / edit / access permissions for users incremental to existing permissions (e.g. permissions or permission type based on new criteria).

Reports

- Addition of or customization to the standard offering of six (6) standard reports.
- Structural changes to templated letters and cheque requisitions that exceed edits to text / copy.

Application Forms

- Adding new language(s) to online application forms and / or the review interface.
- Changes to (additions or moving of) more than three (3) Independent questions on the online application form.
- Changes to (additions or moving of) more than one (1) Complex question on the online application form.
- Deleting Pivotal questions from the online application form. "Pivotal" means a question that is core to the broad functionality of the online application form and affects other questions. One question includes both English and French versions of the question.
- Internationalization of the online application form to include changes in currency, language, functionality over and above that specified in the Order Form or Change Order.
- Revamping of the online application form including changes to most or all questions, copy, choices, styles, etc.

Review Interface

- More than two (2) edits to existing List options in the review interface.
- Adding new Lists to the review interface.
- Creating new dependencies between or among existing Lists.
- Changes to the applicant request summary frame (top right frame in review interface).
- Mapping request data relating to Lists (e.g. mapping a newly deactivated List option to an active one).

General

- Adding new modules or new features / functionality that is not considered an Update.
- Changes associated with full rebranding of a client company application form or review interface including change of company name, logo, colors, text, etc.
- Adding to or modifying logic of automated emails. This means additions or changes to the content or copy of automated emails based on logical conditions (e.g. use copy version "A" if condition "X" is present; use copy version "B" when condition "Y" is present). Translation services.

F. Service & Maintenance

Please see our Service Level Agreement (https://benevity.com/service-level-addendum?hs_preview=XcEnlRwL-139741568415) which sets out information pertaining to our service and support offering.

Please refer to our Information Security Addendum (<https://benevity.com/information-security-addendum>) which sets out information pertaining to our technical and organizational measures.

Schedule A – Definitions

As used in this Software and Services Information document, the following terms have the following meanings when capitalized:

“Benevity Platform” means the platform developed by or for Benevity, by which the Client may make contributions of funds by various means to Foundations, the Funding Entity and Recipient Organizations and/or provide recommendations/advice about which Recipient Organizations should receive contributions, including any proprietary software product or other service provided by Benevity or its subcontractors for the benefit and use by Client in connection with such platform.

“Causes Portal” means the online portal maintained by Benevity for purposes of allowing Eligible Causes and Non-Profit Organizations to register with Benevity and create a profile of their organization.

“Client Integration” means the specific configuration and integration of Grants for use by the Client.

“Cross-Border Funding” is funding that is directed through the Funding Entity when the Client has indicated that there is a benefit to the Client that is associated with funds and the Recipient Organization is international.

“Donation Date” is the date upon which the applicable Foundation becomes the beneficial owner of the funds representing the allocated donation transactions. This is typically the date upon which the Client provided instructions through the Benevity Platform to make the donation.

“Donation Funds” means the cash value of all donations tracked and recorded as part of the Client’s disbursement of donations via the Benevity Platform.

“Effective Date” means the effective date of the applicable Order Form or Change Order.

“Eligible Causes” means charities that are registered and/or in good standing with their relevant local governing authority.

“Eligible Cause Database” means the database of Eligible Causes that are eligible to receive Donation Funds via the Benevity Platform.

“Entity Funds” means the cash value of all funding tracked and recorded as part of the Client’s disbursement of funding to the Funding Entity via the Benevity Platform.

“Entity Special Circumstances” means those circumstances described in the paragraph entitled “Entity Special Circumstances,” in Section C(2)(a)(ii) of this Software and Service Information document.

“Foundation Special Circumstances” means those circumstances described in the first sentence of the paragraph entitled “Foundation Special Circumstances,” in Section C(1)(a) (iii) of this Software and Service Information document

“Non-Profit Organizations” means non-profit organizations which are not registered charities.

“Recipient Organizations” means, collectively, Eligible Causes and Non-Profit Organizations.

“Specified Country(ies)” means those country(ies) (if any) corresponding to the Client’s disbursement of funds via the Benevity Platform. A listing of the applicable Specified Country(ies) is included in the Order Form or Change Order.

Last updated: July 2024