Master Services Agreement

1. Scope.

1.1. **Scope and Applicability.** This Master Services Agreement ("MSA") is entered into by Benevity, Inc. or its Affiliate as applicable ("Benevity") and the entity named as the "Client" in an applicable Order Document ("Client") and Client's Affiliates. This MSA governs Benevity's provision of, and Client's and its Affiliates' use of, Services and subscription licenses to access Benevity's System. Each of the Supplementary Documents (as applicable) and Order Document(s) are hereby incorporated by reference into this MSA. In the event of any inconsistency or conflict between these terms, a Supplementary Document, or an Order Document, the order of precedence shall be: (i) Order Document; (ii) these terms; (iii) Supplementary Document (other than the Order Document). Capitalized terms used in this MSA have the meanings set out in Appendix (Definitions).

2. The System.

2.1. **Access and Use of the System.** During the MSA Term and any applicable Termination Assistance Period, Benevity grants the Client and its Eligible End Users a non-exclusive, non-transferable (except as otherwise permitted by Benevity in writing), right to access and use the System for its internal business purposes pursuant to an applicable Order Document, subject to the terms of the MSA.

2.2. **Support and Maintenance.** Benevity will provide the Client with support and maintenance during the Client's Subscription Term, as described in the applicable Supplementary Documents.

2.3. **System Upgrades and Updates.** Benevity may upgrade or update System features and functionality at any time, including without limitation by removing System features and functions, however, Benevity will use commercially reasonable efforts to notify Client in advance of any material upgrades to the System and Benevity will not materially reduce the core functionality of the System, except as contemplated in Section 2.4 (End of Life). Benevity reserves the right to suspend the operation of the System or Services for maintenance and testing purposes in accordance with the applicable SSI and the SLA, and the Client acknowledges that such suspension will not constitute a breach of this MSA.

2.4. **End of Life.** Benevity may end the life of the System, or any component of the System, upon at least 6 months prior written notice to Client. If Client prepaid a fee for its use of a System that becomes end of life before the expiration of its Subscription Term, then Benevity will use commercially reasonable efforts to transition Client to a substantially similar System. If Benevity does not have a substantially similar System, then Benevity will credit Client any unused portion of the prepaid Subscription Fee for the System that is declared end of life. Such credit will be calculated from the last date the applicable System is available to the last

date of the applicable Subscription Term. Such credit can be applied towards future invoices for another System or Services of Benevity. If no such future invoices are foreseeable, then Benevity will provide Client with a refund of the credit amount.

2.5. **Accessing Free Trials.** If Benevity gives Client access to the System, in whole or in part, on a trial, evaluation, beta or other free-of-charge basis ("Free Trial"), Client may only access the System for its internal evaluation in a non-commercial environment and not for general production use, unless otherwise agreed in writing by Benevity. Client may only access the Free Trial for the period specified ("Free Trial Period") and under any additional terms specified by Benevity in writing. If no Free Trial Period is specified, Client may only access the Free Trial for sixty (60) days after the Free Trial is made available to Client. At the end of a Free Trial, Client will promptly stop using the System. If Client continues accessing the System after a Free Trial, Client will pay any applicable fees reasonably charged by Benevity. Unless agreed by Benevity in writing or required by law, Free Trials are provided "AS-IS" without any express or implied warranties. Free Trials may not come with support and may be incomplete or have errors. Benevity may change or terminate a Free Trial at its discretion with reasonable notice. In no event will Benevity be liable to Client for any damages, losses, or causes of action relating to a Free Trial.

2.6. **Benevity Instructions.** When accessing and using the System or Services, Client must comply with Benevity's reasonable written instructions, and Client acknowledges that Benevity is not responsible for, and will have no liability in respect of any failure of the System or default in Services resulting directly or indirectly from Client's access or usage of the System or Services which is in contravention of such instructions.

3. Fees.

3.1. **Purchases.** All purchases will be made via a valid Order Document provided by Benevity and signed by Client. At any time during the MSA Term, Client may purchase additional subscription licenses for an applicable System or to access a new System or Services by executing a separate Order Document for such additional subscription licenses or Services. Unless such Order Document otherwise indicates, the Subscription Term of such additional licenses will be coterminous with Client's existing subscription licenses and the fees for the first partial year of such additional subscription licenses or Services shall be prorated accordingly. If Client requires Benevity to execute a purchase order or other purchasing document ("Purchase Order"), any terms or conditions contained in a Purchase Order do not form part of the MSA and shall be of no force and effect.

3.2. **Subscription Fee.** Client agrees to pay an annual subscription fee in advance based on the initial Order Document for such applicable subscription and any increases in use or users in accordance with the terms herein (the "Subscription Fee"). Benevity reserves the right to modify its list prices on sixty (60) days written notice to Client once annually. Client shall regularly update and provide to Benevity upon request its demographic file of Eligible End User counts. At or about every anniversary from the Subscription Start Date as defined in an

applicable Order Document, Benevity will invoice Client for the Subscription Fee based on Client's Entitlement, which will be adjusted to reflect any increased use. Notwithstanding the foregoing, if at any time Client's use of the System or Services exceeds 10% or more of its then-current Entitlement, Benevity may immediately invoice Client, and Client agrees to pay such increased Subscription Fee for the remainder of the annual term.

3.3. **Implementation Fee.** Client agrees to pay in advance, upon execution of the applicable Order Document, the implementation fee for the initial implementation and set-up of the purchased product package as set out in such Order Document. For greater certainty, the full implementation fee applies regardless of whether or not the Client chooses to implement all features included in the applicable purchased product package. A surcharge will apply if there are or will be significant delays caused by Client or its representatives or additional work required to be performed by Benevity due to Client, including without limitation, Client's requested changes in scope of work, new requirements, or Client's subsequent request to implement features that it did not want to implement at initial launch.

3.4. **Payment.** All fees are due and payable by Client in full within thirty (30) days of the invoice date. Unless otherwise expressly stated in this MSA, all payments are non-refundable and shall be made in the currency specified in the relevant Order Document (if no such currency is specified in the Order Document, then all payment amounts will refer to US dollars). Any queries or disputes regarding invoices must be raised as soon as reasonably practicable before the payment due date. Benevity may charge interest on undisputed arrears at a rate of 5% per annum from due date to the date when full payment is made.

3.5. **Taxes.** All fees are exclusive of Taxes. Client is responsible for paying any Taxes that are or may be imposed on any transaction under an Order Document(s) (excluding taxes based on the Benevity's net income or property). Benevity will show any applicable Taxes as a separate item on the invoice. Benevity may gross up any fee if a withholding prevents Benevity from receiving the amount otherwise due to Benevity for the Services unless Client provides Benevity with a valid tax exemption certificate. Where registered to collect applicable Taxes, Benevity will invoice Client for any such Taxes and will remit collected Taxes to the applicable taxing authorities; in all other cases, Client shall be solely responsible to pay such Taxes.

4. Client Data & Privacy.

4.1. **Security Standards.** Benevity will process Client Data in accordance with the MSA, and maintain the security and privacy of Personal Information in accordance with the DPA and/or the ISA.

4.2. **Use of Client Data; Client Data Accuracy.** Client is responsible for the accuracy of any Client Data that it or its Eligible End Users upload to the System or otherwise provide to Benevity and for procuring any licenses or permissions for Benevity's use and/or processing of such Client Data. Client will indemnify, defend and hold harmless Benevity and its respective officers, directors, employees and Third-Party Charitable Foundations and Funding Entities from and against all third-party claims relating to Client's breach of this Subsection.

5. Client's Responsibilities & Restrictions.

5.1. **Acceptable Usage.** Client will not: (a) allow any individuals who are sanctioned persons (in accordance with any applicable law) to become Eligible End Users; (b) share non-public System features or content with any third party; or (c) access the System in order to build a competitive product or service, build a product using similar ideas, features, functions or graphics of the System, or copy any ideas, features, functions or graphics of the System.

5.2. **End Users & System Access.** Client may permit Eligible End Users to access and use the System as part of Client's Entitlement. Eligible End Users must comply with the End User Terms of Use when using the System, and Client is responsible and liable for: (a) any access to and/or use of the System relating to the Client's account, whether authorized or unauthorized (unless unauthorized access occurred as a direct result of the Benevity's breach); (b) any improper donations made through use of the System, whether resulting in personal benefit or not; and (c) any fraudulent use of the System by Client or its Eligible End Users. Client will indemnify, defend and hold harmless Benevity and its respective officers, directors, employees and Third-Party Charitable Foundations and Funding Entities from and against all claims relating to Client's or any Eligible End User's improper or fraudulent use of the System, or Benevity's compliance with any directions provided by or on behalf of the Client or any Eligible End User (to the extent provided without any contribution by Benevity).

5.3. **Client Content.** Client will promptly provide any information and other requirements that Benevity needs to perform the Services as required by Client and per Client's instructions, and for procuring all permissions and/or licenses required.

5.4. **Unauthorized Access or Use.** If Benevity suspects a breach of Sections 5.1 or 5.2, Benevity may, without limiting any other remedies Benevity may have, suspend Client's or an Eligible End User's access to the System immediately. Client will notify Benevity as soon as reasonably practicable of any known or suspected unauthorized use of the System or breach of its security and will reasonably cooperate with Benevity to stop any such breach.

6. Intellectual Property.

6.1. **Ownership.** Nothing in this MSA transfers ownership of any Intellectual Property Rights. Client retains ownership of its Client Data and Benevity retains ownership of the System.

7. Confidential Information.

7.1. **Confidential Information.** "Confidential Information" means information that is disclosed by one Party ("Discloser") to the other ("Recipient") in connection with the performance of its rights and obligations under the MSA ("Purpose") and would be reasonable to consider confidential or proprietary given the nature of the information and the circumstances of disclosure, including without limitation, pricing information. Confidential Information does not include information that: (a) was lawfully in the Recipient's possession at the time of disclosure by the Discloser as shown by the Recipient's written records, unless such information was

subject to a confidentiality restriction at the time it was originally disclosed; (b) is independently developed by the Recipient without use of the Discloser's Confidential Information; or (c) becomes known publicly, before or after disclosure, other than as a result of the Recipient's action or inaction.

7.2. **Non-disclosure.** The Recipient will only use Confidential Information for the Purpose and will not disclose the Discloser's Confidential Information to any third party without prior consent except to its employees, contractors and/or advisors who have a need to know, provided that these individuals are bound by confidentiality obligations with terms no less restrictive than those of this MSA and Recipient is liable for these individuals' breach of this Section 7. Without limiting the generality of the foregoing, Recipient will protect Discloser's Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient will promptly notify the Discloser of any misuse or misappropriation of Confidential Information that comes to its attention. Recipient may disclose Confidential Information as required by law or regulation if Recipient notifies Discloser in advance of its disclosure to the extent legally allowed.

7.3. **Return of Confidential Information.** Within thirty (30) days of Discloser's request, Recipient will return or certify the destruction of all copies of Confidential Information. Notwithstanding the foregoing, Recipient may retain copies of Confidential Information to comply with applicable laws or during the course of routine backup provided, however, that Recipient will continue to keep such information confidential in accordance with the terms of the MSA. Regarding the deletion and return of Client Data, please refer to Section 12.5 below.

8. Representations & Warranties.

8.1. **Services by Benevity.** Benevity represents and warrants that: (i) the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards ("Services Warranty"); and (ii) the System, when used as intended by Benevity and in compliance with the MSA, will substantially perform as described in the applicable Product Description as referenced in the SSI ("System Warranty"). Client's sole remedy for breach of the Services Warrant is re-performance of the Services. For further clarity, the Client is solely responsible for providing, at its own expense, all network access to the System and the Services including without limitation acquiring, installing and maintaining all telecommunications equipment, hardware, software and other equipment as may be necessary to connect to, access and use the System and the Services.

8.2. **Generally.** Each Party represents and warrants that: (a) it will at all times comply with all applicable laws and regulations in the performance of the MSA; (b) the execution, delivery and performance of the MSA has been duly authorized by all appropriate corporate actions of such Party and the MSA constitutes a valid, binding and enforceable obligation; and (c) neither the execution, delivery, nor performance of the MSA will conflict with or violate any

other agreement, license, contract, instrument or other commitment or arrangement to which such Party is bound.

8.3. Warranty Disclaimers. EXCEPT TO THE EXTENT STATED IN THIS SECTION, THE CLIENT ACCEPTS THE SYSTEM AND SERVICES "AS IS" AND AS AVAILABLE, AND Benevity DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHERE PROVIDED FOR UNDER APPLICABLE LAW) OR NON-INFRINGEMENT, ANY IMPLIED WARRANTY ARISING FROM APPLICABLE LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9. Indemnification.

9.1. Benevity Indemnity. Benevity will defend any third-party claim(s) against the Client and its respective officers, directors and employees (each, a "Client Indemnitee") that a Client Indemnitee's valid use of the System or Services provided under the MSA infringes a third party's Intellectual Property Rights ("Claim"). Benevity will indemnify Client Indemnitee against the final judgment entered by a court of competent jurisdiction or any settlements arising out of a Claim, provided that Client Indemnitee:

(a) promptly notifies Benevity of any actual or threatened Claim;

(b) at Benevity's option, gives Benevity sole control of the defense and settlement of the Claim, provided Benevity will not settle any claim without the Client's prior written consent unless that settlement includes a full and final release of all claims against the Client Indemnitee and does not impose any material obligations on the Client Indemnitee;

(c) reasonably cooperates with Benevity in the defense and settlement of the Claim; and

(d) Client Indemnitee may, at its own expense, retain its own legal representation.

9.2. Additional Remedies. If a Claim prevents Client from exercising its right to use the System or Service, Benevity will either (i) procure for Client the right to continue using the System or Service; (ii) replace or modify the System or Service to make it non-infringing while still providing substantially equivalent functionality; or (iii) if Benevity determines that the alternatives in Subsections (i) and (ii) are not reasonably available, Benevity may terminate Client's right to access and use the System or Service upon written notice and provide a pro-rated refund to Client of any prepaid Subscription Fees for the System or Service for the remainder of the Subscription Term (defined below) following such termination.

9.3. Exceptions. Benevity has no obligation to indemnify pursuant to Section 9 to the extent the Claim is based on: (a) Client Indemnitee's negligent acts or omissions; (b) Client Indemnitee's breach of any representation, warranty, covenant or provision in the MSA; (c) Client Indemnitee's willful misconduct; (d) Client Indemnitee's violation of any applicable law; (e) Benevity's compliance with specifications or detailed written instructions submitted by the Client Indemnitee, but only if the claim would not have arisen but for that compliance; (f)

modification of the System or Services by the Client Indemnitee without Benevity's written consent or direction; (g) the combination of the System or Services by the Client Indemnitee with any goods or services not provided or recommended in writing by Benevity; and/or (h) the continued use by the Client Indemnitee of the System or Services after Client has been notified by Benevity that such System or Services may be infringing.

9.4.   **Notice Requirement.** Notwithstanding any terms to the contrary in the MSA, Client's failure to promptly notify Benevity of an actual or threatened Claim will relieve Benevity of any liability to Client Indemnitee under this Section, only to the extent that such failure prejudices Benevity's ability to defend such Claim. In addition, Benevity will have no obligation to reimburse Client Indemnitee for attorney fees and costs incurred prior to Benevity's receipt of notification of the Claim.

9.5.   **Exclusive Remedy.** This Section respectively states Benevity's sole liability and Client's exclusive remedy as regards any actual or threatened Claim.

10. Limitation of Liability.

10.1.   **Limitation of Liability.** Except for: (i) Client's obligations to pay the fees properly incurred under the MSA; or (ii) fraud or willful misconduct or (iii) any other liability which cannot be limited by applicable law, in no event will a Party's aggregate liability to the other exceed the Subscription Fees paid by the Client for the System and Services during the twelve (12) month period preceding the first incident giving rise to such liability.

10.2.   **Exclusion of Consequential Damages.** In no event will either Party be liable to the other Party for any consequential, indirect, special, incidental or punitive damages arising out of or related to the MSA, loss of goodwill, business interruption, loss or damaged data, loss of actual or anticipated profits, or wasted expenditure.

10.3.   **Clarifications & Disclaimers.** The limit on liabilities in this Section 10 applies to each Party and its Affiliates and representatives and Third-Party Charitable Foundations and Funding Entities regardless of the form of action, whether in contract, tort, strict liability, negligence or otherwise, even if: (a) a Party is advised in advance of the possibility of the damages in question, (b) such damages were foreseeable, and (c) any remedy fails of its essential purpose.

11. Insurance.

11.1.   **Insurance.** Benevity has and will maintain, at its own expense, the levels of insurance as follows:

(a)   Commercial general liability with a minimum limit for each occurrence of at least $2,000,000 USD and at least $10,000,000 USD in the aggregate.

(b)   Cyber Liability, Errors and omissions or professional liability with a minimum limit for each occurrence & aggregate of at least $5,000,000 USD.

Upon request, Benevity will provide Client with a certificate of insurance evidencing such coverage.

12. Term & Termination.

12.1. MSA Term and Subscription Term. The MSA will remain in effect until the expiration or termination of Client's access to all Services and the System under all applicable Order Documents ("MSA Term"). The start and end dates for the initial subscription term will be set forth in the applicable Order Document. Unless otherwise indicated on such applicable Order Document, such term will automatically renew for successive one (1) year periods (each a "Renewal Term") unless terminated by either Party at the end of the then-current initial term or Renewal Term (as applicable) by providing written notice to the other Party at least forty-five (45) days before the commencement of the then-upcoming Renewal Term (the initial term and any Renewal Term are collectively referred to as the "Subscription Term").

12.2. Default. If a Party: (a) materially breaches the MSA and does not substantially cure such default within thirty (30) business days following written notice of the default; (b) materially breaches the MSA in a manner that cannot be remedied; or (c) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets or ceases to operate in the ordinary course of business, then the non-defaulting Party may terminate the MSA for cause, by giving written notice to the defaulting Party.

12.3. Effects of Termination. For clarity, upon termination of the MSA, the Client will cease all use of the System, subject to Section 12.4. The following provisions will survive termination or expiration of the MSA: (a) any obligation of the Client to pay fees incurred before termination; (b) Sections of the MSA relating to Confidential Information, Warranty Disclaimers, Indemnification, Limitation of Liability and Termination Assistance; and (c) any other provisions of the MSA that, by their nature, are intended to survive the termination or expiration of the MSA. In the event that the MSA is terminated by Client pursuant to Section 12.2(a) or Section 12.2(b), Benevity will provide a pro-rated refund to Client of any prepaid Subscription Fees for the System or Service that is associated with the remainder of the Subscription Term following such termination.

12.4. Termination Assistance. Upon the Client's request, and subject to further to agreement in writing between the Parties, the Benevity will provide Termination Assistance Services to the Client during the applicable Termination Assistance Period at Benevity's reasonable rates then in effect for such services in order to minimize the disruption to Client's business operations as a result of the expiration or termination of the MSA, unless the Benevity has terminated the MSA pursuant to Section 12.2. The Parties will reasonably cooperate with one another in good faith and in a timely manner to ensure an orderly transition of services (and Client Data as applicable) to the Client or another service provider.

12.5. Deletion or Return of Client Data. Upon termination or expiry of the MSA, Benevity shall delete or otherwise destroy in a timely manner all Client Data in accordance with the ISA and Benevity's Data Management Policy. For clarity, to the extent that any Client Data is retained beyond termination of the MSA, Benevity shall protect the Client Data from any further Processing (as defined in the DPA) except to the extent required for fraud prevention or by applicable law. In all cases, for so long as the Client Data is retained in accordance with this

Section 12.5, the obligations of confidentiality and security set out in the MSA shall apply in relation to that Client Data, and the Client Data will not be used for any commercial purpose.

13. Miscellaneous.

13.1. **Independent Contractors.** Benevity and Client are independent principals in all relationships and actions under and contemplated by the MSA. The MSA will not be construed to create any employment relationship, partnership, joint venture or agency relationship between or among the Parties or to authorize any Party to enter into any commitment or agreement binding on the other Party, except as specifically provided in the MSA.

13.2. **Subcontractors.** Benevity may engage subcontractors to perform any of its obligations under the MSA, provided that any such subcontracting will not release Benevity from its responsibility for its obligations under the MSA and in the case of Subprocessors (as defined in the DPA), Benevity will also comply with the relevant section of the DPA.

13.3. **Notices.** Unless otherwise specified in a Supplementary Document, notices will be sent to the other Party via mail and/or email address as stated in an Order Document with a copy to legal@benevity.com.

13.4. **Force Majeure.** Except for payment obligations, neither Party shall be liable for any delay or failure to perform its obligations under the MSA to the extent such delay or failure is caused by any event or circumstances beyond its reasonable control and without its fault or negligence.

13.5. **Assignment & Successors.** Neither Party may assign its rights or obligations under the MSA without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. This provision will not apply in the case of: (a) the sale of all of the stock or substantially all of the assets of a Party; (b) a merger or corporate reorganization of a Party where the obligations under the MSA are assumed by the successor entity; or (c) an assignment by the Benevity to its Affiliates. Subject to this Section 13.5, the MSA will be binding upon and inure to the benefit of the Parties' respective successors and assigns.

13.6. **Severability.** Any provision declared invalid by a court of competent jurisdiction will be ineffective only to the extent of such invalidity and will not affect any remaining provisions which will remain in full force and effect.

13.7. **No Waiver.** Neither Party will be deemed to have waived any of its rights unless explicitly waived in writing by an authorized representative.

13.8. **Choice of Law & Jurisdiction.** The MSA will be governed solely by the internal laws of: (i) Switzerland, if Client contracts with Benevity SA; or (ii) the State of New York, if Client contracts with Benevity, Inc., in either case without reference to any conflict of laws principles or the 1980 United Nations Convention on Contracts for the International Sale of Goods. The Parties consent to the personal and exclusive jurisdiction of Geneva or the federal and state courts of New York, New York as appropriate in reference to the applicable choice of law.

Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.

13.9. **Dispute Resolution.** The Parties shall use reasonable efforts to negotiate in good faith a resolution to any dispute that may arise. If the dispute is not resolved within thirty (30) days after the commencement of negotiations, then either Party may initiate litigation. Notwithstanding the foregoing, either Party may seek injunctive relief at any time from a court of competent jurisdiction to prevent potential irreparable harm for which monetary damages would not provide adequate compensation.

13.10. **Good faith and Hardship.** If events occur which have not been contemplated by the Parties and which fundamentally alter the equilibrium of the MSA, thereby placing an excessive burden on one of the Parties in the performance of its contractual obligations, the Parties may amend the MSA on an equitable basis so that no Party suffers excessive prejudice or burden or resort to the Dispute Resolution process provided in Section 13.9 above.

13.11. **Construction.** Each Party acknowledges that it has read and reviewed the MSA in its entirety and has agreed to all of its terms. The Parties agree that the MSA will not be construed in favor of or against either Party by reason of such Party having been the drafter of the MSA.

13.12. **Entire Agreement.** The MSA constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous oral or written communications or agreements.

13.13. **Amendment.** The MSA may be amended only in writing, and when signed by each Party. Notwithstanding the foregoing sentence, Benevity may change the End User Terms of Use and any Supplementary Documents at any time, such changes made effective upon posting a new version, either on the System or on Benevity's website. Benevity will endeavour to notify Client at least thirty (30) days in advance of any material changes.

Last Updated: October, 2024

Appendix

Definitions.

1. **"Affiliate"** means, as to any Party, any corporation or other entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that Party. The term "control" means the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

2. **"Client Data"** means data in electronic form inputted by or collected from Client and Eligible End Users via the System or otherwise provided, including, without limitation, Personal Information. For greater certainty, Client Data excludes de-identified data and telemetry data.

3. "**DPA**" means Benevity's Data Processing Addendum, available at https://benevity.com/data-processing-addendum and incorporated by reference herein, which sets out the additional terms, requirements, and conditions on which Benevity will process Personal Information when providing Services under the MSA.

4. **"Eligible End User"** means any individual authorized by Client to use the System through Client's System-access account or through a publicly available instance of Client's System-access account.

5. **"End User Terms of Use"** means Benevity's standard terms of use applicable to an Eligible End Users' use of the System.

6. **"Entitlement"** means the specific metrics or quantity of Eligible End Users on the applicable System or Services that Client acquires from Benevity pursuant to an Order Document.

7. **"Information Security Addendum"** or **"ISA"** means the standard technical and organizational security measures, programs, controls and responsibilities applicable to the Benevity's System and Services as set out at https://benevity.com/information-security-addendum.

8. **"Intellectual Property"** or **"Intellectual Property Rights"** means, collectively, patents, trade secrets, copyrights, trademarks, moral rights, databases, inventions, or improvements in any of the foregoing, and related rights, database rights, trademarks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) know-how and Confidential Information (defined in Section 7.1); (iv) applications, extensions and renewals in relation to any of these rights, in each case now existing or hereafter developed during the MSA Term.

9. **"MSA Term"** has the meaning set forth in Section 12.1.

10. **"Order Document"** means an order executed by Client that sets out the specific Services purchased or System licensed by Client, and the details of the Entitlement. The Order Document may take the form of an order form, change order, signed quote, or statement of work. For clarity, a Purchase Order is not an Order Document.

11. **"Party"** means either Benevity or Client, as applicable, and "Parties" means, collectively, Benevity and Client.

12. **"Personal Information"** is as defined in the DPA.

13. **"Purchase Order"** has the meaning set forth in Section 3.1.
14. **"Renewal Term"** has the meaning set forth in Section 12.1.
15. **"Service Level Agreement"** or **"SLA"** means the service standards provided by Benevity in its provision of the System and Services and as set out at https://b-hive.benevity.com/hc/en-us/article_attachments/27453963318292.
16. **"Services"** means those services provided by Benevity to Client from time to time pursuant to Order Document(s), including without limitation, implementation services, professional services and managed services.
17. **"Software and Service Information"** or **"SSI"** means additional terms applicable to specific System software or Services as set out at https://benevity.com/software-and-service-information.
18. **"Subscription Term"** has the meaning set forth in Section 12.1.
19. **"Supplementary Documents"** means, collectively, the Order Document(s), the applicable SSI, the ISA, the DPA, the SLA and any statement of work associated with the System or Services.
20. **"System"** means the proprietary cloud-based software-as-a-service solution and/or its components belonging to Benevity which facilitates, without limitation, charitable giving, employee volunteering, grant making programs, impact reporting, employee resource group management, prosocial actions, community investment, social responsibility and related activities. Additional details regarding the System are set out in the applicable SSI and the SLA.
21. **"Taxes"** means any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use, withholding or similar taxes.
22. **"Termination Assistance Period"** means a period of time during which Benevity will provide the Termination Assistance Services, commencing on the expiration or termination of the applicable Order Document and continuing for up to six (6) months unless otherwise agreed to by the Parties in writing.
23. **"Termination Assistance Services"** means (i) a continuation of the Services and access to and use of the System (and with all fees then in place also continuing), to the extent Client requests such Services and/or use of the System during the Termination Assistance Period, and (ii) Benevity's reasonable cooperation with Client or another service provider designated by Client in facilitating the transfer of services to Client or such other service provider.
24. **"Third-Party Charitable Foundations and Funding Entities"** means those nonprofit organizations that are registered in the jurisdictions in which they are established and that have entered into an agreement with Benevity to receive funds, donations or donor advice via the System for disbursement to other eligible nonprofit organizations.