

# Software and Service Information for Alaya

This Software and Service Information document for Alaya (“**SSIA**”) applies where the Client has executed a valid Order Form or Change Order for the Alaya System, and only applies to the Alaya System (“**Platform**”).

No part of this SSIA may be reproduced or transmitted by the Client for any purpose, other than for Client’s internal use of the System and Services as authorized in a valid Order Form or Change Order.

This SSIA may be updated by Licensor from time to time to account for improvements and updates related to the applicable product or Service and to comply with legal and regulatory requirements. Such updates will become effective immediately upon the Licensor’s posting of such changes online , and the latest version posted online shall apply, provided however that in no event will the updates materially and negatively affect the functionality of the applicable product or Service without the Client’s consent, unless required by applicable law or regulatory requirements.

If Benevity, SA. (“**Benevity**”) is NOT the Licensor under the Order Form or Change Order, then the following paragraph applies: The Licensor listed in the applicable Order Form, Change Order or Statement of Work represents that it is a direct or indirect wholly owned subsidiary of Benevity. The Licensor shall ensure that Benevity and/or its Affiliate(s) provide the products and services set forth in this SSIA. For greater clarity, when this SSIA makes reference to rights, obligations, arrangements, acknowledgements, and/or agreements between Benevity and the Client, the intent is that contractual privity remains between the Licensor and Client, and each of the Licensor and Client may enforce these rights, obligations, arrangements, acknowledgements and/or agreements under this SSIA.

## A. Overview

Welcome to Alaya, Benevity’s workplace giving and volunteering software solution. Through Alaya, End Users will be able to make donations of money to or track volunteer time with charitable causes that are available in the Benevity Causes Portal. The below describes some of the product features and functionality of Alaya, the associated services and applicable fees.

### **Contractual Documentation & Interpretation**

The following documents govern in order of precedence the provision of the Platform and/or Services:

1. Order Form and/or Change Order;
2. The Terms of Service;
3. This Software and Service Information; and
4. The Alaya Contractual Documentation as detailed at: [benevity.com/terms-conditions-alaya](https://benevity.com/terms-conditions-alaya)

Where the Contractual Documentation refers to a “SaaS Agreement”, such “SaaS Agreement” refers to the Order Form and/or Change Order, along with the Terms of Service and this SSI. Capitalized terms used in this SSI will have the meanings described either in the Order Form or Change Order, this SSI, the Terms of Service or the Licensor’s Contractual Documentation. As used below, the term “Alaya” may be used to apply to the Alaya product or to Benevity SA and/or the Licensor, as applicable to the context.

## B. Product Information

*Volunteering:* If so indicated in an applicable Order Form or Change Order, Client will have access to “Volunteering” in Alaya which enables Client and/or Alaya End Users to organize volunteer opportunities for Alaya End Users on the Platform. This functionality may allow a Client or Matching Partner to provide Spark End Users with donation currency in a giving account in recognition of volunteer hours performed. Neither Benevity nor any Foundation has any liability for any property damage or personal injury (including death) which may be incurred due to the posting of or participation in a volunteer opportunity. Benevity is not responsible for the content or information posted or shared through the Volunteering solution by Client, its employees or any other parties. Additional information on the Volunteering solution may be found in the Volunteering Catalog SSI available here: [https://b-hive.benevity.com/hc/en-us/article\\_attachments/27453779727764](https://b-hive.benevity.com/hc/en-us/article_attachments/27453779727764)

*Challenges:* If so indicated in an applicable Order Form or Change Order, Client will have access to the “Challenges” functionality, which enables Client and/or Alaya End Users to participate in and measure activities relating to areas such as environmental sustainability, wellbeing, diversity and inclusion or other socially desirable behaviors (“**Challenges**”). Benevity’s goal is to provide informative and accurate information to Client and Spark End Users through Challenges however but Benevity makes no representation or warranty regarding the accuracy or reliability of data utilized, collected and/or presented through Challenges and it is acknowledged that such data is not intended to match that of scientific research. Benevity has no liability for any property damage or personal injury (including death) which may be incurred due to the posting of or participation in a Challenge activity. Benevity is not responsible for the content or information posted or shared through Challenges by Client, its employees or any other parties.

*Donations:* Disbursement of funds to recipient organisations via the Platform may either be effected via Alaya’s financial partners such as Raise Now/Stripe or via the Benevity Disbursement Solution. Unless otherwise stated on the Order Form or Change Order, the selected disbursement solution shall be the Benevity Disbursement Solution.

Disbursements via Alaya’s financial partners are subject to a processing charge equal to 2.9% of the donation amount which will be deducted from the Employee’s donation. In addition, the payment processor, may charge a card processing fee in accordance with their terms.

Disbursements via the Benevity Disbursement Solution are addressed in further detail below.

## **Disbursements via the Benevity Solution:**

### **1. Definitions**

Unless otherwise defined in the Terms of Service, the following terms used in this Section (Disbursements via the Benevity Platform), have the following meanings when capitalized:

**“Benevity Platform”** means the platform developed by or for Benevity, Inc., by which Participants may make contributions of funds by various means to charities and/or provide advice about which charities should receive contributions, including any proprietary software product or other service provided by Benevity or its subcontractors for the benefit and use by Client or other Participants in connection with such platform, and including without limitation, the Benevity application programming interfaces.

**“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 the Benevity Platform for use by Client, End Users and other Participants (if any).

**“Donation Date”** is the date upon which the applicable Foundation becomes the beneficial owner of the funds representing the allocated donation transactions. In the case of a Direct Gift from a Participant, this is typically the date upon which the Participant provided instructions through the Benevity Platform to make the donation; and (ii) in the case of a Matching Gift, this is typically the date corresponding to the applicable date of the Direct Gift for which the Matching Gift applies.

**“Donation Funds”** means the cash value of all donations tracked and recorded via the Benevity Platform, as part of the Client’s utilization of the Benevity Platform, whether by way of a Direct Gift, Matching Gift, Donor Advice Gift, or otherwise.

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

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

**“Eligible Cause Database”** means the database of Eligible Causes that are eligible to receive Donation Funds from Participants.

**“Giving Programs”** mean matching campaigns or other giving programs established by the Client from time to time.

**“Matching Partners”** mean those Client-approved third parties who participate in or initiate Giving Programs.

**“Matching Program”** means a Giving Program whereby the Client, a Matching Partner, or other Participant matches an End User’s Donation Funds.

**“Merchant Account”** means the merchant account maintained by the applicable Foundation, which, in most cases, currently supports transactions made using PayPal, MasterCard, Visa, Discovery or American Express accounts.

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

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

**“Participant”** means, as the case may be, End Users, Client or Matching Partners.

**“End User(s)”** means all employees of Client who are eligible to access the Benevity Platform via the Client Integration and, with the consent of Benevity not to be unreasonably withheld, any other person authorized by Client to be provided with access to the Benevity Platform via the Client Integration.

**“Special Circumstances”** means those circumstances described in the first sentence of the paragraph entitled “Special Circumstances,” in Section B of this SSIA.

**“Specified Country(ies)”** means those country(ies) for which a localized experience of the Benevity Platform is deployed for the Client Integration. A listing of the applicable Specified Country(ies) is included in the Order Form or Change Order.

## 2. Foundations

Benevity utilizes donor advised funds held by registered charities in certain countries (**“Foundations”**) so that donation funds can be aggregated and disbursed via the Benevity Platform (arrangements that are substantially equivalent to donor advised funds may be used by Benevity in certain countries outside of the US). As is required under applicable laws and customary for the utilization of donor advised funds, donation disbursements made by the Foundation are subject to receiving advice from eligible End Users or Participants as to the chosen Eligible Cause(s) (**“Donor Advice”**) and to the approval of such advice by the Foundation. Donor Advice is provided when a donation has been made via the Platform and a Participant has chosen an Eligible Cause from the Eligible Cause Database to receive a distribution from the Foundation. The Client Integration will have one or more localized “experiences” of the Platform, each corresponding to a Specified Country, set forth in the Order Form or Change Order. If the Order Form or Change Order includes countries not listed as a Specified Country herein, those localized experiences of the Platform will be routed through Cross-Border Donations as described below, and will process Direct Gifts, Matching Gifts, and Donor Advice Gifts in the currency of the localized instance. 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.

*The current list of Foundations that Benevity works with is as follows:*

### **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.](#)

Cross-Border Donations: [The UK Online Giving Foundation](#)

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

*Special Circumstances.* In circumstances where: (i) Donor Advice is not provided by a Participant within the time specified in the relevant Giving Program and in any event within 12 months following December 31 of the year of the Donation Date of such Donation Funds; (ii) a required Matching Gift for a donation has not been provided to the Foundation by the entity providing the Matching Gift (iii) an Eligible Cause recommended by a Participant 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 (iv) 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 and/or Participant, as applicable, to provide alternative Donor Advice through the Benevity Platform.

*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:

1. *End Users.* To comply with requirements applicable under foreign contribution and charitable trust legislation in India, only Client employees who are Indian citizens and living in India will be eligible End Users of the India experience of the Benevity Platform . Client will provide documentation to Benevity or Online Giving Foundation (India) (or any replacement foundation) upon request and in the designated format to verify compliance with this section. Client and/or End Users must also provide End User home addresses and Permanent Account Numbers to Benevity or Online Giving Foundation (India) (or any replacement foundation) upon request.
2. *Client.* 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.

### 3. Donation Funding Process

*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 by Participants 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 (i) the donation amounts that the Client has chosen to donate to the relevant Foundation(s) during the preceding month, which may be in relation to the Participant donation amounts (including without limitation matching amounts) and which may also be unrelated to Participant donation amounts; and (ii) any Participant donation amounts that were donated in the preceding month and which are held by Client on behalf of the relevant Foundation(s). 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 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.

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.

*Non-Payment of Funds.* In circumstances where: (i) Client has not provided all or any portion of the Donation Funding Amount or other Participant or Merchant Account provider has not provided all or any portion of the Donation Funds; or (ii) in the event a Foundation reverses a transaction or returns any portion of Donation Funds due to an administrative error of the Participant (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.

*Funds Disbursement to Recipient Organizations.* The Foundations typically make monthly disbursements (less applicable markup and deductions as outlined herein, including without limitation Cause Support Fees, foreign exchange markup Merchant Fees, as such terms are defined herein) to Recipient Organizations, either by EFT/ACH or manual check, provided that: (i) none of the

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, Merchant Account providers or other Participants to disburse to Recipient Organizations.

#### 4. **Cross-Border Donations**

*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 Giving Program and Client Integration are set up to allow Participants 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 Participants 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 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, Merchant 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 Participants 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 applicable Participant is using an experience of the Benevity Platform that corresponds to a different Specified Country.

Typically, Participants 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 Participant will typically be presented with the opportunity of providing Donor Advice in favour of Eligible Causes only.

*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 participation of Participants 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://b-hive.benevity.com/hc/en-us/sections/360012620011-Regulatory-Updates>, and Client is responsible for monitoring and complying with such updates.

*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.

## 5. Miscellaneous

*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 Participants, including 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 applicable Participant(s) 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](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.

*Administrative Fees.* Upon the applicable Foundation obtaining beneficial ownership of any Donation Funds (including any Matching Gifts), 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](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. For donations made via a Merchant Account, the applicable Merchant Account charges and markups (the **"Merchant Fees"**) will be deducted from the Donation Funds, unless Benevity and Client mutually agree that such fee will be



paid for by Client . The Merchant Fees currently applied are a certain percentage of the applicable Donation Funds (as set forth in the online fee schedule found at [https://cdn.bfldr.com/ZZ11QL2O/at/5rxzs54q3b4p3n8j6kbw3wf7/Benevity\\_Fees\\_Schedule\\_092023.pdf](https://cdn.bfldr.com/ZZ11QL2O/at/5rxzs54q3b4p3n8j6kbw3wf7/Benevity_Fees_Schedule_092023.pdf)), and such Merchant Fees may be split between the Merchant Account provider and 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. Cause Support Fees and Merchant Fees do not reduce the receiptable/acknowledged amount of the donation to the Participant 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).

*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](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.

*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. If there is a charge-back in respect of any transaction made via the Merchant Account, then the amount of any such charge-back will be paid for by Client in the case of a shortfall of the Donation Funds, unless Client has obtained consent for such reversal from Benevity and the relevant Foundation.

*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. Participants will receive the applicable donation receipt or acknowledgement of Donation Funds via a URL (PDF), email (PDF attachment) or the user interface of the Benevity Platform or alternate method. Participants should consult their 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. Client agrees to make reasonable commercial efforts to provide notice of any such event to the relevant Participant.

*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 any Participant and all Participants must rely on their 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 any Participant by any taxing authority (governmental or otherwise) arising from or in connection with any Giving Program or the use of the Benevity Platform, whether through Client or Participant use of the Benevity Platform or otherwise. 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 Alaya and the Benevity Platform are delivered, accessed and updated over the internet; (b) Alaya and the Benevity Platform are created and distributed 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; (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; and (e) the creditworthiness of End Users and the approval and completion of financial transactions by the Merchant Account provider are outside the scope of influence of the Benevity Platform or any Foundation.

For clarity, in order to access and use the Benevity Platform as outlined in this Section B, End Users are required to agree to the applicable End User Terms of Use and Privacy Policy in connection with the Benevity Platform. Such End User Terms of Use and Privacy Policy will apply to the End User's interaction with and use of the Benevity Platform, but will not apply to use of the Alaya product itself (and the use of such Alaya product continues to be governed in accordance with the Contractual Documentation).

If any End User or other individual Participant utilizes the Benevity Platform's functionality in violation of the terms and conditions of the Agreement, Benevity may immediately suspend such End User's or Participant's access to the Benevity Platform.

*Platform Guidelines:* Clients must comply with the Benevity Platform Guidelines located at [https://cdn.bfldr.com/ZZ11QL20/as/56fx794hxcz6p92v6p5b3/Benevity\\_Platform\\_Guidelines](https://cdn.bfldr.com/ZZ11QL20/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.

## **C. Implementation Services**

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

**1. Discovery, Planning and Design:**

Understanding the Client's workplace Giving Program and the system requirements to enable and configure Alaya.

**2. Configuring the Alaya Site.**

Configuration of an Alaya site for Alaya End Users and an Alaya site with administrative functions. This may include, but is not necessarily limited to:

- Client branding.
- Client's Matching Program requirements.
- Specific filter criteria applicable to the Eligible Cause Database.
- Payroll deduction file formats and deduction periods for payroll processing.
- Report requirements (custom reports will be created for additional fees).
- Process for tax-receipting eligible donations (e.g. record on employee's employer prepared tax form, tax-receipts issued in Alaya).
- Process for inputting Alaya End Users.
- Selecting roles and permissions for Client administrators.
- Other Client preferences for configurable elements of Alaya (e.g. SSO).
- Provisioning of an accessible 'Stage' version of Alaya for the Client's review and testing.

**3. Mapping and Import of Historic Giving Data (if applicable):** Standard configuration of Alaya includes the mapping and import of historic giving data from the Client that is provided as a single table in a format approved by Benevity. If data clean up or preparation by Benevity is required in order to conduct the mapping and importing of historic data into Alaya, 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.

**4. Quality Control Testing:** Testing of the system to ensure operational readiness, integrity and accessibility.

**5. Launch Planning and Product Training.** Loading and syncing employee profiles and preparing employee notifications. Volunteer and giving campaign creation and management consulting is available separately as a managed service for an additional fee, if desired. Online and document-based training is provided and will include Alaya End User and Client administrator guides, FAQs, and video tutorials.

For clarity, the features and functionality to be provided by Benevity, as listed in this Software and Service Information for Alaya, include standard features and functionality generally offered by Benevity to Benevity's other Alaya 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.

## **D. Effect of Termination**

Within thirty (30) days after the termination of the Client's rights to use the Platform for any reason, and without derogating from any other obligations of the Parties under the Agreement, Client will: (i) 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 under the

Agreement; and (ii) Client will use reasonable commercial efforts to ensure that all Participants provide Donor Advice respecting any Donation Funds that are available for Donor Advice within have been allocated to their giving account within the Benevity Platform. Should Donor Advice not be provided in respect of such Donation Funds within, and failing receipt of such Donor Advice within a further ninety (90) days period, such Donation Funds will be disbursed by the applicable Foundation(s) in the absence of any Donor Advice for consideration deemed to be within the Special Circumstances.

## **E. Service & Maintenance**

Please see our Service Level Agreement ([https://benevity.com/service-level-addendum?hs\\_preview=XcEnlRwL-139741568415](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 organisational measures.

***Last update: July  
2024***