

Software and Service Information for Volunteering Catalog

This Software and Service Information document for Volunteering Catalog (“**SSIVC**”) only applies if the Client has executed a valid Order Form or Change Order for a Benevity System coupled with Volunteering Catalog. This SSIVC applies to Volunteering Catalog only, for terms applicable to the Systems please refer to the relevant Software and Service Information document available at: <https://benevity.com/software-and-service-information> .

No part of this document may be reproduced or transmitted by the Client for any purpose, other than for their internal use of the System and Services as authorized in a valid Order Form or Change Order. Capitalized terms used in this document will have the meanings described in Order Form or Change Order, unless defined elsewhere in this SSIVC (including the glossary at Schedule A) or in the Terms of Service available online at: <https://benevity.com/terms-of-service>.

Licensor may update the SSIVC from time to time to account for improvements and updates related to the applicable product or Service and to follow legal and regulatory requirements. Such updates will become effective immediately upon the Licensor’s posting of such changes online at the above-mentioned URL, and the latest version posted online the above-mentioned URL 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.

Regardless of which licensing entity is listed as the “Licensor” under the Order Form or Change Order, it is acknowledged that either the Licensor or its Affiliate(s) will provide the products and services set forth in this Software and Service Information document, and any reference below to the “Licensor” may relate to any of the Licensor’s Affiliates and is not necessarily a reference to the named Licensor in the Order Form or Change Order.

A. Overview

Volunteering Catalog is intended to reduce administrative type tasks and bolster End User program participation in the System by listing a variety of local or virtual, recurring or non-recurring and engaging volunteer opportunities (“**Opportunity**” or “**Activity**”) around the world. Licensor’s teams source Opportunities from a variety of nonprofits to build the Volunteering Catalog, permitting End Users to find an Opportunity which resonates with their interests and values to drive community impact. Volunteering Catalog supports Clients to build connections with trusted Causes from Licensor’s vast global network.

Volunteering events which are ready-to-consume Activities which have all the details set out such as time, date, location, number of volunteers etc (“**Events**”) are generally not part of the Volunteering Catalog base offering and may be made available by Licensor from time to time at Licensor’s discretion. Unless otherwise specifically agreed in the Order Form or Change Order, Licensor does not provide a service of organizing Events, rather it provides support by identifying Opportunities

(which could become Events) and listing such Opportunities for the End Users to then to liaise directly with the Eligible Cause about in order to agree the details of the event.

B. Product/ Service Information

1. Volunteering Catalog

Based on the Client’s selected package, add-ons and locations (if applicable) as shown in the Order Form or Change Order, the Client will have access to Licensor’s catalog of volunteering opportunities (“**Volunteering Catalog**”) and services. The Licensor collates the Volunteering Catalog by connecting with Eligible Causes around the world to source virtual/remote or in-person Opportunities. These Opportunities are recurring or one-time activities generally with no fixed date/time. Once the Cause shares the volunteering Opportunities with the Licensor, the Licensor reviews a selection of the Opportunities for quality assurance (per Licensor’s internal quality assurance process) and then uploads them on to the System.

The Volunteer Opportunities are relevant, engaging and regularly updated to help drive End User participation on the System. The Volunteering Catalog itself comprises active in-person or virtual/remote volunteering Opportunities based on the Eligible Cause’s needs at the time of publication. The Volunteering Catalog Opportunities may vary according to the Eligible Causes’ needs and, unless otherwise agreed, Licensor makes no representation as to the specific number or types of Opportunities and Eligible Causes which will be available in the Volunteering Catalog at any given time.

0. Add-on: Sourcing

Where the Client has purchased the Sourcing Add-on, Licensor will reach out to Eligible Causes in order to source an agreed number of Opportunities in the specific location(s) or language(s) (for virtual opportunities) as set out in the Order Form or Change Order (“**Bundles**”) and according to the timetable agreed by the Parties during the implementation as set out in Section D below (“**Sourcing**”). Opportunities are first and foremost based on the Eligible Causes’ needs in order to ensure optimal impact for the Eligible Cause.

What is included	What is not included
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<ul style="list-style-type: none"> • Bundles of Opportunities (i.e. not Events) which are included within Licensor's location list (available on request). • Prospecting and onboarding new Causes/Opportunities if no suitable Opportunities can be found within the Cause Portal. • Opportunities will be provided in the quantity, category, format (In person or Virtual) and locations stated in the Order Form or Change Order. Clients may then choose to filter or exclude Opportunities from their Platform at their discretion however they will not be replaced with other Opportunities. • Licensor will use commercially reasonable endeavors to replace any Opportunities which expire prior to consumption by the Client due to the Eligible Cause's needs changing during the contract year. 	<ul style="list-style-type: none"> • Event coordination or management. This is available separately under the Coordination Add-On. • Any additional or peripheral costs attached to a sourced Opportunity, such costs will be advised to the Client. • Sourcing in locations outside of Licensor's available location list (available on request). • Virtual-only opportunity sourcing in languages other than English, German, French, Spanish unless specified in the Order Form or Change Order. • Sourcing of Opportunities focused on a specific cause pillar or theme. Licensor may, using reasonable commercial efforts, accommodate such requests, taking into consideration availability of Eligible Causes, Eligible Cause needs at the time, and Client program timelines.
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3. Add-on: Coordination

Where the Client has purchased the Coordination Add-on, Licensor will, in collaboration with the Client, help coordinate the volunteering Event details, such as date, time, number of participants, agenda with the Eligible Cause and Client/End User, in the quantity and locations detailed in the Order Form or Change Order. Client and Licensor will agree on the number, format and location of Event Slots required based on a range of Events to be coordinated.

A slot is a period of time that is available or used for a particular volunteering occurrence/project/event for an End User volunteer ("**Slot**"). 1 slot means there is the possibility for 1 volunteer to participate in the Event. Once the Event details have been agreed by the Parties, the number of Slots associated with the Event may only be amended with the Licensor's prior consent and the number of Slots recorded for the Event will be considered consumed regardless of the number of actual Event participants on the day.

The Client will designate accountable points of contact for Licensor to liaise with for each Event and commits to responding in a timely manner for the smooth organization of Events.

Event Cancellation

- *General:* In no case will the Licensor be responsible for any failure or cancellation of an Event.

- *Cancellation of an Event 11 business days (or as specified by the Eligible Cause) prior to the Event by either the Client or the Eligible Cause:* the Licensor will re-credit the Slots for the Event to the Client.
- *Cancellation of an Event within 10 business days or less (or as specified by the Eligible Cause) of the Event:*
 - By the Client: Slots will be considered consumed and will not be returned to the Client. Any additional fees which have been prepaid by the Client in this case will not be refunded to the Client.
 - By the Eligible Cause: Licensor will make all commercial efforts to either offer an alternative Event where possible or, if impossible, postpone the Event and the Slots to a later date to be agreed by the Client and the Eligible Cause. Any additional fees which have been prepaid by the Client in this case will be credited to the Client and held by Benevity for use on another Event.

What is included	What is not included
<ul style="list-style-type: none"> ● A bundle of Slots that Licensor will coordinate/book for the Client in specific locations which are included within Licensor's location list (available on request). ● Unless otherwise specified, Events will cater to between 2 and 10 volunteers (i.e up to 10 Slots). If support for a larger group of volunteers is required, the Licensor will assess the request to analyze its feasibility. ● Event requests must be submitted by the Client with reasonable prior notice which in no event will be less than 6 weeks before the requested date or as otherwise indicated by the Eligible Cause for Licensor to coordinate with the nonprofit, identify dates/times and organize logistics. ● The Parties will agree timelines for Event 	<ul style="list-style-type: none"> ● Coordination in locations outside of Licensor's available activity catalog locations. i.e: coordination which also requires Sourcing unless Client has also purchased the Sourcing Add-On ● Day-of management or on-site presence whether virtual or in-person, simply coordination and confirmation of date/time/requirements details. I.e. Licensor or a representative of the Licensor will not be present virtually or on-site for the event. ● Additional fees for the Event which may be charged by the Eligible Cause will be payable by Client on a pass through basis. Additional fees may include costs related to donations, equipment such as bags or gloves, liability insurance, on site staff. Licensor will always communicate any such costs to the Client prior to the Event. ● Insurance costs. Client will be required to take out their own insurance for the Event as required. ● Tracking the number of actual Event participants. The Client will be

<p>requests which also require Sourcing by Licensor, on a case by case basis.</p>	<p>responsible for ensuring sufficient participants for the Event.</p>
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C. Volunteering in practice

Volunteering agreement

Eligible Causes, Licensor, End Users or Benevity in the case of Coordination, may propose on the System(s) various services to be rendered ("**Proposals**") or activities, events or actions ("**Actions**") to be undertaken in favor of Eligible Causes (collectively "**Benefits**") so that End Users may respond to them and provide the related Benefit in favor of such Eligible Causes or undertake the proposed Action. Any agreement regarding the volunteering will be solely between the End User and the Eligible Cause. Licensor is not a party to any such agreement and acts solely as an independent intermediary and/or IT service provider.

Responsibilities

It is the responsibility of the End User or Eligible Cause submitting a Proposal to indicate the essential information relating to the event, activity or object. The End User or Eligible Cause may provide duly authorized and licensed photos, as well as the places, dates and time slots at which they propose the activities or events. The End User or Eligible Cause will endeavour to include any known information about the risks and restrictions of use (e.g: age and height restrictions; special prescriptions in the event of illness, pregnancy, etc.). Licensor will not carry out, nor request from the Eligible Cause, any risk assessments related to Opportunities. End Users are encouraged to request this information directly from the Eligible Cause as needed.

The End User or Eligible Cause is required to inform Licensor of any applicable fees and taxes at the location of the event (e.g., entertainment tax) and agrees to provide Licensor with all necessary information to enable Licensor to collect any applicable fees and taxes and to fulfill any other obligations in this regard.

It is the responsibility of the End User or Eligible Cause to make Proposals on the System for real events or activities and to be able to provide the service that the End User has accepted, or for which he/she has submitted an Offer, at the date and time chosen by the End User. Licensor cannot be held liable for any failure of an End User or Eligible Cause in this regard.

It is the sole responsibility of the End User or Eligible Cause proposing or offering a Benefit to take all appropriate security measures, including maintaining adequate insurance or carrying out any necessary risk assessments. Licensor shall not have any liability for any property damage or personal injury (including death) which End User's may incur due to participation in a volunteer Opportunity proposed via the System.

It is the sole responsibility of the End User to commit to providing Benefits that he/she is able to render. Any cancellation of a volunteering Opportunity or Event by the End User or the Client shall be subject to the cancellation terms set out above.

Disclaimers

Due to the collaborative nature of the Opportunities listings, some errors may appear in the Opportunities posting on the System. Licensor, using reasonable commercial efforts, will monitor the content posted in the System and when posting Opportunities will use reasonable endeavors to ensure the content is accurate, qualitative, and up to date.

Unless otherwise specifically agreed in the Order Form or Change Order, Licensor doesn't organize or have responsibility for Opportunity logistics (including time and location) for volunteers, catering services, t-shirts/goodies or other elements associated with Events.

Licensor doesn't have any of its employees present at the Events - physical or virtual. The Eligible Cause and/or local champions/ambassadors of the Client are in charge of the event management.

Licensor Rights

Licensor reserves the right in its sole discretion to:

- Reject Proposals or Opportunities which it deems not to be useful to the Eligible Causes
- limit the duration of announcements of Opportunities on the System, and
- reject Proposals or suspend Opportunities at any time in certain territories to follow applicable laws and regulations.

D. Implementation

- Based on the Volunteering Catalog package and purchased Add-Ons, a plan is created and implemented together with the Client which will outline timelines, the deliverables, the delivery schedule as well as each Party's clear roles and responsibilities ("**Plan**").
- Licensor will deliver the Opportunities throughout the year, according to the delivery schedule set out in the Plan and in no event will Licensor be required to deliver all Opportunities in one batch at the start of the Agreement.
- Licensor will add existing Opportunities to the Client's Platform as agreed in the Plan. In cases where Licensor will source Opportunities, the Parties will agree on timelines for location prioritization and activity types. Licensor will then add the sourced Opportunities to the Platform according to the delivery schedule agreed in the Plan. Any timelines agreed by the Parties will be indicative only and not a firm delivery commitments by Licensor.
- The Parties may agree to hold recurring calls for a mutual update on the sourcing progress as reasonably required.

E. Effect of Termination

Termination of the Order Form or Change Order for the System for whatever reason shall automatically terminate and cancel any Proposals, Opportunities, and Benefits as of the effective date of termination of the System license granted under the terminated Order Form or Change Order.

F. Service & Maintenance

Please see our Service Level Agreement (https://benevity.com/service-level-addendum?hs_preview=XcEnIRwL-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 Updated: November 2023

Schedule A Glossary

Depending on which System the Client is using the following definitions shall have the following alternate meanings:

ALAYA	SPARK
Actions/Benefits	Volunteering Missions
Activity	Opportunity
Beneficiary	Eligible Cause
Client/Enterprise/Employer	Client
Employee	End User

Platform	System Benevity Platform
User	Participant