

# Service Level Agreement

Capitalized terms used herein but not defined will have the meaning ascribed to them in the MSA or SSI.

## 1. System Availability

Benevity will provide the System to Client in accordance with the Service Levels set forth in this Section 1. Notwithstanding anything to the contrary in the MSA, Client agrees that the remedy set out in subsection (iv) is the exclusive remedy for Benevity's failure to achieve a System Availability Commitment (as defined below). This Section 1 applies only while Client accounts are in good standing.

### 1.1 System Availability Commitment.

Each Service will be operational at least 99.5% of the time over any one calendar month period, subject to the exclusions stated herein (the "**System Availability Commitment**"). Benevity will measure the performance of the Services against the System Availability Commitment using Benevity's standard monitoring tools. Benevity will provide Client with performance metrics on the Benevity's Status Page (<https://status.benevity.org/>). Clients must subscribe to receive notifications via email from the Status Page. Client may also notify Benevity of any unavailability by submitting a B-Hive "Submit a request" form at <https://b-hive.benevity.com/hc/en-us/requests/new>) or by emailing [support@benevity.com](mailto:support@benevity.com).

Measurement of System unavailability begins upon the conclusion of Benevity's investigation and confirmation of the applicability of downtime to the standards enumerated in this Section 1 ("**Verification**").

#### 1.1.1 Exclusions.

The System Availability Commitment does not apply to unavailability of the System arising from or related to:

- (a) suspension or termination as permitted pursuant to the MSA;
- (b) acts or omissions of Client or Client's employees, agents, contractors, vendors, or third parties;
- (c) unavailability caused by a Denial of Service or Distributed Denial of Service event;
- (d) downtime caused by bugs or application incompatibility with third party software (as revealed through analysis by Benevity);
- (e) unavailability during planned maintenance periods applicable to the specific System identified on Order Document(s) as set out below;
- (f) unavailability during emergency maintenance reasonably required to avoid or to minimize unavailability;
- (g) unavailability due to the performance of any services separately requested by Client, and;
- (h) a breach by Client of the MSA.

If Benevity, acting reasonably, determines that the Client reported System interruption has been caused by factors outside the scope of Benevity's obligations, Benevity shall be relieved of its obligations with respect to issuing credits hereunder and shall notify Client of its determination.

### 1.2 Maintenance.

The planned maintenance windows for each System, which may be updated from time to time, are as follows:

Benevity reserves a weekly two (2) hour window (Saturday 10:00 pm to Sunday 12:00 am Eastern Time) and one (1) monthly four (4) hour window (in the Saturday 8:00 pm to Sunday 12:00 am Eastern Time block). These windows will be used on an as-needed basis. Planned windows will be scheduled at least one (1) week in advance when Client action is required, or at least four (4) days in advance otherwise.

Benevity provides release notes as part of the update or upgrade detailing any changes or improvements included.

### 1.3 Service Credits.

In the event Benevity does not meet the System Availability Commitment, Client may, by written notice delivered to Benevity not later than the end of the immediately following calendar month, request a service credit equal to 5% of the prorated Subscription Fee for the affected System attributable to the month in which the System Availability Commitment was not met ("**Service Credit**"). Upon receipt of the notice, Benevity will, following positive Verification, apply a Service Credit respecting the affected month towards the next annual subscription fee invoice for the affected System. If Client does not have future payment obligations to Benevity, then Benevity shall provide a refund in the amount of the Service Credit that Client is otherwise entitled to receive. A failure to achieve the System Availability Commitment shall not be deemed a material breach of the MSA.

## 2. Disaster Recovery Service Level Objectives

The Service Level Objectives ("**SLOs**") in this Section 2 specifically relate to Benevity's disaster recovery plan. The SLOs apply only while Client accounts are in good standing.

Benevity's disaster recovery plan SLOs during any recovery period is the following:

- (a) Recovery Time Objective (the time period within which the System must be restored after a disaster or disruption event): 4 hours;
- (b) Recovery Point Objective (maximum amount of acceptable data loss from the System, measured in hours or minutes preceding a disaster or disruption event): 15 minutes.

SLOs shall be measured beginning on Benevity's activation of its disaster recovery plan following verification of Service unavailability.

A failure to achieve the SLOs shall not be deemed a material breach of the MSA.

### 3. Support Services

#### 3.1 Support Hours.

System support is available from 6:00 a.m. to 6:00 p.m., Mountain Standard Time, Monday through Friday (excluding statutory holidays) (“**Support Hours**”). When support is required, please contact Benevity through B-Hive “Submit a request” form (<https://b-hive.benevity.com/hc/en-us/requests/new>) to log a support request (“**Support Request**”).

Eligible End User support is available 24x7. When support is required, please have the Eligible End User contact Benevity’s End User Care team.

#### 3.2 Determining Priority and Actions.

The following table provides a description of each Priority level and its First Reply Response Time Objective. After review of the Support Request, Benevity reserves the right in its sole discretion to adjust the applicable Priority level.

The table below represents Response Time Objectives (“**RTO**”) only. An RTO does not constitute a contractual obligation on the part of Benevity to achieve any specific performance metric, but instead specifies performance goals that Benevity will use reasonable commercial efforts to achieve. Failure to achieve an RTO is not a breach of the MSA and does not entitle Client to any form of remedy or penalty.

Priority	Description	First Reply RTO
Urgent	Reserved for critical scenarios, such as when the System experiences a complete malfunction, encountering errors that affect the entire program’s functionality, or when an impediment arises that halts team operations. This priority signifies the utmost urgency and requires immediate action.	1 Business Hour
High	Swift attention or involves significant importance. For instance, when encountering unforeseen errors within a System or when changes to a program have a specific timeline.	8 Business Hours
Normal	The default level for most inquiries, updates, and routine operational requests. Examples include: general questions, updates to a program’s parameters, adjusting a budget, making changes to emails, or generating a comprehensive report.	11 Business Hours
Low	Selected for requests that don’t demand immediate attention or have specific deadlines. It’s suitable for matters that lack urgency and can be addressed over a longer timeframe.	22 Business Hours

### 3.3 Problem Resolution.

The details of all contact are recorded in Benevity's support system, as part of Client's assigned Support Request number.

While the intent is to resolve Support Requests as quickly as possible, Benevity cannot project an exact resolution time for each Support Request. Resolution times depend on many factors including the following:

- The complexity of the problem
- The speed with which Benevity receives any requested documentation from Client
- The time needed to replicate and research some problems and approve the solution
- The number of requests being received by Client Technical Support and End User Care

**3.3.1 Limitations.** Client acknowledges that: (a) Benevity may be unable to continue to work toward resolution of an issue if no Client representative is available to provide Benevity with required information and/or the required information is not provided, and; (b) Benevity may cease working toward resolution of an issue if it is unable to reproduce the issue following the details provided by Client which resulted in the issue.

### 3.4 Exclusions.

Support services do not include: (a) any assistance in respect of usage that is in breach of the MSA, (b) assistance in respect of issues caused by or related to third party products, software, equipment or services; and (c) assistance in respect of any misuse of the Services, including failure to use in accordance with MSA.

Benevity reserves the right to charge Client for services provided which fall within the scope of the exclusions set forth above at its then-current professional service rates.