

## Software and Service Information Nonprofit Screening Services

- 1. **Applicability**. The terms contained herein apply to the extent that Client has purchased any of the Nonprofit Screening Services ("**NSS**") via an Order Document.
- 2. Disclaimer. Information in any report produced by Benevity as part of NSS (each a "Report") is intended for informational purposes only to guide Client in fulfilling its social responsibility programs. Benevity makes no representations or warranties as to the accuracy of any Report, which relies on investigations of various sources and publicly available information. Information provided in each Report is current as of the date of such Report or as stated otherwise therein and may be subject to change, as such sources and publicly available information are not managed or controlled by Benevity. Client is encouraged to review and perform additional research to make informed decisions for its program.
- Client Inputs. When requesting NSS, Client must provide the full legal name and the location of the nonprofit organization to ensure accurate identification and review by Benevity.
- 4. **Eligibility**. NSS are available only for nonprofit organizations that are listed in the Benevity Causes Portal.
- 5. **Subscription to NSS**. Client purchases an annual subscription for a number of NSS pursuant to an Order Document. The number of NSS issued under that subscription is non-refundable.
- 6. Allocation and Contract Year.
  - a. **Contract Year**. Contract Year means each 12-month period beginning on the Effective Date and on each subsequent anniversary of the Effective Date, unless the parties agree in writing to a different period.
  - b. **Annual Allotment**. At the start of each Contract Year, Benevity will make available to Client the NSS allotment included in its subscription for that Contract Year.
  - c. Proration for Partial Contract Year. If Client first purchases a number of NSS on a date other than the Effective Date, the initial allotment will be prorated so that it covers only the period from the purchase date to the next anniversary of the Effective Date.
- 7. **Lapse of Unused NSS**. Any NSS not used by the end of the applicable Contract Year will automatically lapse and cease to be available for use. They cannot later be reactivated, credited, or otherwise recovered. The same applies if the applicable Order Document

- and/or Client's agreement with Benevity terminates or expires for any reason before the end of a Contract Year.
- 8. **Defined Terms**. Capitalized terms used but not defined herein will have the meanings given in the MSA available online <a href="here">here</a>.<sup>1</sup>

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https://b-hive.benevity.com/hc/en-us/article\_attachments/27453774207636

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