TERMS AND CONDITIONS

Version 03.29.2024

1.   Definitions. All capitalized terms used but not defined in these Terms and Conditions shall have the meaning set forth in the Service Order.

1.1   "**Beneficiaries**" means organizations and causes for which funds are raised through the Services.

1.2   "**Client Information**" means information submitted by Client to GiveCampus in connection with the Services.

1.3   "**Client System**" means Client's internal website(s), systems, servers and other equipment and software used by Client in the conduct of its business.

1.4   **"Documentation"** means any proprietary user documentation made available to Client by GiveCampus for use with the GiveCampus Platform, including any documentation available online or otherwise, as amended or updated by GiveCampus from time to time in its discretion.

1.5   "**Donation**" means a financial contribution or other payment received by or on behalf of Client through the GiveCampus Platform (including but not limited to any contribution received via GC Social Fundraising, GC Giving Forms, GC Events, GC Connect, or GC MOTO, including any Major Gifts).

1.6   "**Donors**" means donors who make Donations.

1.7   "**Fees**" means the fees for the Services as set forth in the applicable Service Order and these Terms and Conditions.

1.8   "**Fundraisers**" means individuals and organizations using GC Social Fundraising to raise funds.

1.9   "**Implementation Services**" means GiveCampus's implementation services, if any, to be provided by GiveCampus in connection with the deployment of the Services, as described on the applicable Service Order.

1.10   **"Intellectual Property Rights"** shall mean all intellectual property rights or similar proprietary rights, including (a) patent rights and utility models, (b) copyrights and database rights, (c) trademarks, trade names, domain names and trade dress and the goodwill associated therewith, (d) trade secrets, (e) mask works, and (f) industrial design rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

1.11   **"Payment Processing Fee"** means any fee(s) paid or payable by Client for the processing of Donations or other payments in connection with the Services.

1.12   "**Services**" means the GiveCampus services and products specified in the Service Order.

1.13   "**Service Level**" means the volume, amount and/or extent of Services specified under the heading "Service Level" or "Subscription Level" on the Service Order.

1.14   **"Subscription Level"** means the Service Level.

1.15   "**Subscription Period**" means each subscription period set forth in the Service Order for the applicable Services.

1.16   "**Subscription Term**" means the full subscription term set forth in the Service Order for the applicable Services.

1.17   "**User**" means any individual authorized by Client to access the Services and/or the GiveCampus Platform, which may include, as applicable to the Services, Authorized Personnel, Volunteers, and/or Fundraisers.

1.18   "**Volunteers**" means individuals who support Client's fundraising and engagement activities.

2.   GIVECAMPUS PLATFORM AND SERVICES.

2.1   **Access and Use**. Subject to the terms and conditions of this Agreement, during the term of this Agreement, GiveCampus hereby grants to Client during the relevant Subscription Term a limited, non-exclusive, non-transferable right, without the right to sublicense, for its Users to access and use the Services, in accordance with the Documentation and this Agreement, solely for Client's internal business purposes. For the avoidance of doubt, Client and its Users will not have the right to access or use the GiveCampus Platform except for the access and use of Services through the GiveCampus Platform as ordered in the Service Order. GiveCampus will provide Client's Authorized Personnel access to the Services through the GiveCampus Platform. Authorized Personnel shall be able to grant access to other Users, as applicable to the Services, including to other Client personnel who shall then be deemed Authorized Personnel. Users shall be responsible for maintaining the security and confidentiality of their GiveCampus login credentials (**"Login Credentials"**) and Client is responsible for all actions taken on the GiveCampus Platform utilizing the Login Credentials of its Users or Authorized Personnel. Any persons utilizing the Login Credentials or accessing the GiveCampus accounts of Authorized Personnel shall be deemed to be personnel acting on behalf of Client and authorized to act on behalf of Client.

2.2   **Restrictions**. Client shall not, directly or indirectly, and Client shall not permit any User or third party to, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the GiveCampus Platform; (ii) modify, translate, or create derivative works based on any element of the GiveCampus Platform or any related Documentation; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Services or GiveCampus Platform; (iv) use the Services or GiveCampus Platform for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Client and Users; (v) remove any proprietary notices from the Documentation; (vi) publish or disclose to third parties any evaluation of the Services or GiveCampus Platform without GiveCampus's prior written consent; (vii) use the Services or GiveCampus Platform for any purpose other than its intended purpose; (viii) interfere with or disrupt the integrity or performance of the Services or GiveCampus Platform; or (ix) attempt to gain unauthorized access to the Services or GiveCampus Platform.

2.3   **Integration**. To the extent that GiveCampus provides an integration with any Client System under the Service Order including through Implementation Services ("**Integration**"), Client shall provide GiveCampus with all technical support and documentation ("**Support and Documentation**") necessary for GiveCampus to facilitate the development, testing, and maintenance of the Integration. Client shall inform

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GiveCampus at least ninety (90) days in advance of any modification to the Support and Documentation or any events or other changes that may impact the Integration ("**Notice of Integration Changes**"). Client shall be solely responsible for any delays or service disruptions caused by its failure to provide or delay in providing to GiveCampus the Support and Documentation or Notice of Integration Changes. If GiveCampus is required to conduct additional development or testing in response to any changes or modification to the Support and Documentation or any events or other changes that may impact the Integration, Client shall pay GiveCampus the Standard Hourly Rate for such additional development or testing.

2.4 **No Customizations; No Product Roadmap Commitments**. Except as otherwise expressly set forth in a Service Order, Client shall have access to the GiveCampus Platform and the Services as the GiveCampus Platform and the Services are made available to other clients of GiveCampus, without any warranties, representation, or guarantees, express or implied, regarding any product customizations or any future features or functionality of the GiveCampus Platform and the Services.

2.5 **Third Party Services**. Client may be required to establish a direct contractual arrangement(s) with third parties (each, a "**Third Party Contract**") for certain services provided through third parties which are necessary or useful for or in conjunction with Client's use of the GiveCampus Platform and the Services ("**Third Party Services**"), in which event Client agrees that its contractual rights and obligations with regard to such Third Party Services shall be set forth solely in the applicable Third Party Contract. GiveCampus shall not be responsible for any action or inaction of any such third party or any breach or other liability related to any such Third Party Service or arising under any such Third Party Contract. Client further acknowledges that Third Party Services may require that a Third Party Contract be executed via shrink-wrap, click-wrap, click-through, or other online mechanisms for acknowledging a party's agreement with terms and conditions.

2.6 **Payment Processing**. Any Donations and other payments shall be processed and transferred to Client by a third party payment processor(s) (each, a "**Payment Processor**"), in accordance with the Payment Processor's terms of service, which, for clarity, is a Third Party Contract and subject to Section 2.5.

2.7 **Refunds and Chargebacks.** In the event that a Donation or other payment is cancelled, reversed, charged back, or refunded after the transfer of such Donation or payment to Client, Client acknowledges and agrees that the amount of such Donation or payment will be debited from Client's applicable account balance(s) with GiveCampus and the Payment Processor(s). Client further agrees to reimburse GiveCampus for any fees it may incur as a result of any such cancellations, reversals, charge backs, or refunds, and acknowledges that any transaction fee(s) (e.g., a GF Transaction Fee, SFP Transaction Fee, or Payment Processing Fee) associated with the Donation or payment being cancelled, reversed, charged back, or refunded shall remain payable to GiveCampus (or, in the event that Client has prepaid for payment processing, Client acknowledges that Donations and payments that are cancelled, reversed, charged back, or refunded shall remain counted as part of the total amount specified in the applicable Subscription Level).

2.8 **Prohibited Data.** Client shall not transfer to GiveCampus any data considered sensitive, any data that requires special handling, protection, or controls, any data that could result in GiveCampus or the GiveCampus Platform being subject to additional legal, regulatory, or compliance requirements (including audits), or any data that if lost, compromised, or disclosed could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual ("Prohibited Data"). Prohibited Data includes but is not limited to biometric or genetic data, health or medical information, attorney-client privileged information, export controlled research, controlled unclassified information, sensitive

identifiable human subject research, education records, student loan application or financial aid information, identifiable financial information, employee benefits information, bank or other financial account numbers or information, debit or credit card numbers or information covered by Payment Card Industry Data Security Standard (PCI DSS) standards, unique identifiers such as passport numbers and Social Security Numbers, driver's license numbers, other government-issued identification numbers, data regarding an individual's religious, political, or philosophical beliefs or opinions, data regarding trade union membership, and data regarding an individual's sex life, sexual orientation, or racial or ethnic origin. Any data covered by the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA), the Federal Information Security Management Act (FISMA), the Gramm Leach Bliley Act (GLBA), or any similar international, federal, state, or local law, regulation, or standard related to the privacy and security of sensitive personal information shall also be considered Prohibited Data. Client shall be solely responsible and liable for its provision to GiveCampus of any Prohibited Data, and shall defend, indemnify, and hold harmless GiveCampus from and against any claims arising out of Client's provision to GiveCampus ofProhibited Data. Client shall reimburse GiveCampus for any reasonable expenses that GiveCampus incurs as a result of Client's provision to GiveCampus of Prohibited Data, including but not limited to expenses incurred as the result of an audit, to secure Prohibited Data, or to remove Prohibited Data from GiveCampus's systems.

2.9 **OpenAI.** Certain of the Services, including GC Gift Officer and Contact Reports AI, utilize OpenAI's API to generate output in connection with Client's use of the Services. In connection with Client's use of such Services (if any), Client agrees to the terms and conditions applicable to OpenAI's API including but not limited to those available at https://openai.com/policies/terms-of-use. Client further agrees and acknowledges that GiveCampus shall not be responsible for any uses of Client's content by OpenAI or for any errors or unavailability of the OpenAI API or the Services caused by the OpenAI API. More information regarding the OpenAI API may be found at https://platform.openai.com/docs/introduction. The Services are not provided, reviewed, or endorsed by OpenAI.

2.10 **Blackbaud Integrations.** GiveCampus offers integration and interoperability with certain products and services provided by Blackbaud, Inc. ("Blackbaud"), including Blackbaud CRM and Blackbaud Raiser's Edge NXT, which are Third Party Services. Client acknowledges and agrees that GiveCampus's ability to offer such integrations and interoperability relies on Blackbaud's ongoing maintenance of and provision of access to GiveCampus to Blackbaud's application programming interface(s) (API) (the "Required Support"). Blackbaud may suspend the Required Support at any time and Client agrees that GiveCampus is not responsible or liable for any disruptions in service caused by any such suspension. Furthermore, Client acknowledges that Blackbaud charges GiveCampus certain fees for the Required Support (as listed at https://developer.blackbaud.com/skyapi/partners/revenue-rates) (the "API Fees"), and agrees that if Blackbaud materially increases the API Fees then GiveCampus shall have the right to increase its pricing for access to and use of the integration and interoperability it offers with Blackbaud products and services; provided that, GiveCampus shall provide Client with no less than ninety (90) days advance notice of any such price increase and Client shall have the option to cancel and discontinue its use of the corresponding integration(s) or interoperability before owing any such increased amounts.

3.   FEES AND PAYMENT.

3.1 **Fees for Services**. Client shall pay to GiveCampus the Fees for the Services for the Subscription Term as set forth in the Service Order and these Terms and Conditions. If the Subscription Term is automatically renewed pursuant to Section 5.1, any Fees payable for renewal periods shall be paid at GiveCampus's prevailing pricing and rates for the Services at the applicable Subscription Level(s) at the time of such renewal. All payments to GiveCampus by Client pursuant to this Agreement shall be non-

refundable.

3.2   **Invoices and Payment Terms**. Except as otherwise expressly set forth in any Service Order or these Terms and Conditions, GiveCampus shall invoice Client, as applicable, (a) upon execution of the applicable Service Order, (b) approximately thirty (30) days prior to the start of each Subscription Period, (c) promptly following notice from Client of its decision to exercise its option to pay the Major Gift Service Fee and Major Gift Transaction Fee, and (d) in all other instances contemplated herein, monthly in arrears, and Client shall pay GiveCampus, for amounts due under this Agreement. Client shall pay GiveCampus the amount due under any invoice within thirty (30) days of the date of invoice via ACH or wire transfer to an account identified by GiveCampus from time to time. Past due amounts will be subject to an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law. If Client's account is past due for thirty (30) days or more, then GiveCampus reserves the right to discontinue access to the GiveCampus Platform and the Services and suspend the Services until all past due invoices are paid in full. If Client's account is past due for ninety (90) days or more, then GiveCampus reserves the right to, and Client hereby authorizes GiveCampus to, set off any amount due and payable by Client to GiveCampus against any right Client has to receive funds from GiveCampus or any Payment Processor(s) (including Donations) and to recover such overdue amounts by debiting or withdrawing funds from Client's bank account and/or Client's account with any Payment Processor(s). All amounts payable by Client to GiveCampus under this Agreement will be paid without setoff or counterclaim, and without any deduction.

3.3   **Taxes**. Client shall pay all applicable sales (unless an exemption certificate is furnished by Client to GiveCampus), use and value-added taxes (but not taxes imposed on GiveCampus's net income) with respect to this Agreement or furnish GiveCampus with evidence acceptable to the taxing authority to sustain an exemption therefrom. All payments under this Agreement shall be made free and clear of (and without deduction for or grossed up for, as applicable) any withholding or other taxes levied by any country or jurisdiction on payments to be made pursuant to this Agreement that applicable law requires Client to withhold.

3.4   **Tax Documentation; Payment Information**. If Client is collecting Donations through the Services, Client agrees to provide tax receipts to Donors for their Donations, as applicable, and any other tax documentation reasonably requested by GiveCampus or by Donors as reasonably necessary to enable Donors to claim charitable deductions, as applicable. Client further agrees to provide payment and other information as reasonably necessary for GiveCampus and/or any Payment Processor(s) to direct Donations to Client (e.g., bank account number and routing number) and to comply with applicable laws, regulations, rules, and requirements (e.g., "Know Your Customer" (KYC) requirements).

3.5   **Confidentiality**. Client acknowledges and agrees that the rates and Fees set forth on the Service Order and in this Agreement are the Confidential Information of GiveCampus and that Client shall not disclose such fees or rates to any third party except to the extent required by applicable law or regulation.

4.   **REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION**.

4.1   **GiveCampus Limited Warranty**.

(a)   **GiveCampus Platform Warranty**. GiveCampus warrants to Client that the Services will, under normal use and service, substantially conform to, and perform in all material respects, the functions described in the applicable Service Order. If any such Services fail to comply with the foregoing

warranty, Client shall provide written notice to GiveCampus prior to the expiration of the warranty period set forth above and such notice will describe in reasonable detail the nature of the non-conformity. In such event, GiveCampus shall use reasonable efforts to repair or rectify such non-conformity. If GiveCampus is unable to repair or rectify such non-conformity, then GiveCampus may terminate this Agreement (including without limitation the licenses granted in this Agreement) with respect to the non-conforming Services and in such event, GiveCampus will refund to Client on a pro-rata basis as applicable the portion of any subscription fee(s) paid to GiveCampus prior to termination applicable to the access and use of such non-conforming Services after the termination date. THE REMEDY SET FORTH IN THIS SECTION SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND GIVECAMPUS' SOLE OBLIGATION FOR ANY BREACH OF THE WARRANTY SET FORTH IN THIS SECTION.

(b)   **Exclusions**. The warranty set forth in this Section 4.1 (GiveCampus Limited Warranty) does not cover defects or non-conformities arising from (i) misuse of the GiveCampus Platform, (ii) any modifications to the GiveCampus Platform made by any person or entity other than GiveCampus that is not previously approved by GiveCampus, (iii) any use of the Services or GiveCampus Platform by Client or its Users or other third parties beyond the scope of the express rights contemplated by this Agreement, (iv) any use of the GiveCampus Platform in combination with other software, hardware or data provided by Client or a third party, or (v) GiveCampus's compliance with Client's designs, specifications or instructions.

4.2   **Client Information Warranty**. Client represents and warrants to GiveCampus that Client has the right, including in respect of all relevant Intellectual Property Rights and applicable data privacy and other laws, to provide GiveCampus access to and use of the Client Information, including without limitation for use in connection with the GiveCampus Platform and all other Services. Client, not GiveCampus, shall be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness of and the Parties' respective rights to use all Client Information under this Agreement.

4.3   **Client Text Messages; Covenant and Indemnification**. Client acknowledges that Client is solely responsible for Client's and its Users' sending of text, SMS, and MMS (collectively, "**Text**") messages in connection with the Services or GiveCampus Platform. Client covenants that, prior to Client sending any Text messages to any third party in connection with Client's use of the Services or GiveCampus Platform, Client shall (i) have obtained express written consent from the recipient of that Text message to receive such Text messages from Client at the number to which such text is directed, and (ii) provide each such recipient a clear opportunity to opt out of receipt of such Text messages, compliant with all applicable law and regulation and immediately cease the provision of Texts to such recipient upon their opt out. Client shall indemnify, defend and hold harmless GiveCampus and its affiliates from and against any third party claims, losses, liabilities or damages arising from (A) Client's breach of this Section 4.3 or (B) the sending of any Text message to a third party by in connection with Client's use of the Services or GiveCampus Platform in violation of applicable law or regulation.

4.4   **Mutual Representations and Warranties**. Each Party represents, warrants and covenants to the other Party that: (a) such Party has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; and (b) such Party's execution of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by such Party to any third party to keep any information or materials in confidence or in trust.

4.5   **Disclaimer**. THE WARRANTIES SET FORTH IN THIS SECTION 4 ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, AND, EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION

4, THE GIVECAMPUS PLATFORM AND SERVICES ARE PROVIDED ON AN AS-IS BASIS. CLIENT'S USE OF THE GIVECAMPUS PLATFORM AND SERVICES IS AT ITS OWN RISK. GIVECAMPUS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GIVECAMPUS DOES NOT WARRANT THAT THE SERVICES OR GIVECAMPUS PLATFORM IS OR WILL BE UNINTERRUPTED OR ERROR FREE. CLIENT ACKNOWLEDGES AND AGREES THAT THE GIVECAMPUS PLATFORM MAY HAVE ERRORS (OR "BUGS") AND MAY ENCOUNTER UNEXPECTED TECHNICAL PROBLEMS. ACCORDINGLY, FROM TIME TO TIME, CLIENT MAY EXPERIENCE DOWNTIME AND ERRORS IN THE OPERATION, FUNCTIONALITY OR PERFORMANCE OF THE GIVECAMPUS PLATFORM OR SERVICES. NO AGENT OF GIVECAMPUS IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF GIVECAMPUS AS SET FORTH HEREIN.

4.6   **Processing of Personal Data.** If Client uses the Services or GiveCampus Platform to process personal data, Client must provide legally adequate privacy notices and obtain necessary consents for the processing of such data, and Client represents to GiveCampus that Client is processing such data in accordance with applicable law and regulation.

5.   TERM AND TERMINATION.

5.1   **Subscription Term**. This Agreement shall become effective on the Order Date and shall continue in full force and effect for the Subscription Term, and thereafter this Agreement and Client's subscription(s) to the Services set forth in the Service Order shall renew automatically for successive one (1) year periods at the same Subscription Level(s) set forth in the Service Order (or, if the Subscription Level(s) have been increased in a subsequent Service Order, then at the increased Subscription Level(s)), unless sooner renewed (whether at the same or a different Subscription Level(s) and whether for the same or a different Subscription Term length) upon mutual agreement of the Parties or terminated pursuant to Section 5.2.

5.2   **Termination for Convenience; Non-renewal**. Either Party may terminate this Agreement, in whole or with respect to any specific Service, effective as of the end of the applicable Subscription Term for any or no reason upon written notice to the other Party given at least ninety (90) days prior to end of the then-current Subscription Term. Either Party may prevent the terms of this Agreement, in whole or with respect to any specific Service, from automatically renewing for a successive one (1) year period by providing written notice to the other Party at least ninety (90) days prior to the end of the then-current Subscription Term.

5.3   **Survival**. Upon the expiration or termination of this Agreement for any reason, all terms and conditions of this Agreement shall terminate except that 1, 2.2, 3, 4, 5.3, 6, 7, and 8 shall survive such expiration or termination according to their respective terms. Any terms included in the Services-Specific Terms and Conditions that expressly survive expiration or termination as set forth therein shall also survive the expiration or termination of this Agreement.

6.   PROPRIETARY RIGHTS.

6.1   **Ownership**. Client acknowledges that the GiveCampus Platform and the Services, and all Intellectual Property Rights therein, are the sole and exclusive property of GiveCampus and its licensors. GiveCampus acknowledges that the Client System and Client Information, and all Intellectual Property Rights therein, is the sole and exclusive property of Client and its licensors. Each Party retains all other

rights not expressly granted in this Agreement.

6.2 **GiveCampus Developments**. All inventions, works of authorship and developments conceived, created, written, or generated by or on behalf of GiveCampus, whether solely or jointly, including without limitation, in connection with GiveCampus's performance of the Services hereunder, ("**GiveCampus Developments**") including all Intellectual Property Rights therein, shall be the sole and exclusive property of GiveCampus.

6.3 **License to Client Information.** Client grants to GiveCampus a royalty-free, non-exclusive, irrevocable, limited right and license to access and use the Client Information (a) in order to provide the Services; (b) to analyze and improve the GiveCampus Platform and the Services; and/or (c) to compile and use aggregate or de-identified data, statistics, measurements or other metrics derived from Client Information (including in combination with the aggregate or de-identified customer data of other GiveCampus customers) for its own purposes. Aggregate or de-identified data means data that does not identify Client or any individual**.**

6.4 **Disclosure of Client Information.** GiveCampus shall not disclose Client Information to third parties, except: (i) as necessary to provide the Services to Client and its Users; (ii) to GiveCampus's service providers who are not permitted to use such data except on behalf of GiveCampus; (iii) as required by law or to comply with legal process; (iv) to protect and defend the rights or property of GiveCampus, including as evidence in litigation between the Parties; (v) to troubleshoot problems with the Services; (vi) to any successor in interest, including as part of a merger, acquisition or transfer of assets, or as part of a bankruptcy proceeding; or (vii) in aggregate or de-identified form.

6.5 **Usage Data**. Notwithstanding anything else in this Agreement or otherwise, GiveCampus may monitor Client's, its Users' and Donors' use of the Services and GiveCampus Platform and use data and information related to Client Information and Client's use of the Services in an aggregate or de-identified manner (both as to individuals, Client's Users and other end users and Client), including to compile statistical and performance information related to the provision and operation of the GiveCampus Platform and Services. Client agrees that GiveCampus may make such data and information publicly available, and use such information to the extent and in the manner required by applicable law or regulation and/or for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Client or its Confidential Information. GiveCampus retains all Intellectual Property Rights in such data and information.

6.6 **Donor Data.** To the extent the Services include the collection of Donations, GiveCampus will provide Client with data regarding the identity and contributions of each of the Donors who make Donations to Client ("**Donor Data**"). Client agrees to treat such Donor Data in a manner consistent with Client's published privacy policies for its donors.

6.7 **Client Trademarks**. Client agrees to provide GiveCampus with Client's logos in a common electronic format from time to time along with the name(s) of the Client which Client authorizes GiveCampus to use as a Client Trademark. Client grants to GiveCampus a non-exclusive license to use Client's logos and name ("**Client Trademarks**") in connection with the provision of the Services and to list Client as a client of GiveCampus on GiveCampus's website and on the GiveCampus Platform. All goodwill arising from the use of the Client Trademarks under this Agreement shall inure to Client.

6.8 **Limited Feedback License**. Client hereby grants to GiveCampus, at no charge, a non-exclusive, royalty-free, worldwide, transferable, sublicensable (through one or more tiers), perpetual,

irrevocable license under Client's Intellectual Property Rights in and to suggestions, comments and other forms of feedback ("**Feedback**") regarding the GiveCampus Platform and GiveCampus Developments provided by or on behalf of Client to GiveCampus, including Feedback regarding features, usability and use, and bug reports, to reproduce, perform, display, create derivative works of the Feedback and distribute such Feedback and/or derivative works in the GiveCampus Platform or any other products or services. Feedback is provided "as is" without warranty of any kind and shall not include any Confidential Information of Client.

7. LIMITATIONS OF LIABILITY.

7.1 **DISCLAIMER**. EXCEPT AS SET FORTH IN SECTION 7.3, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

7.2 **LIMITATION**. EXCEPT AS SET FORTH IN SECTION 7.3, THE MAXIMUM LIABILITY OF EACH PARTY TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING FROM BREACH OF CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE TO SUCH PARTY WITH RESPECT TO THE SERVICE(S) GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM (BUT EXCLUDING THE AMOUNT OF ANY TRANSACTION FEES OR PAYMENT PROCESSING FEES (INCLUDING PREPAID PAYMENT PROCESSING FEES) PAID OR PAYABLE BY CLIENT).

7.3 **Exceptions**. The Parties agree that (i) the limitations of this Section 7 shall not limit the Parties' payment obligations hereunder or Client's obligations set forth in Section 4.3 and (ii) the limitations specified in Section 7.1 and Section 7.2 shall survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. Client acknowledges that GiveCampus has set the Fees and entered into this Agreement in reliance on the disclaimers of warranty and the limitations of liability set forth in this Agreement and that the same forms an essential basis of the bargain between the Parties.

8. MISCELLANEOUS.

8.1 **Independent Status of Parties**. Each Party shall act as an independent contractor and shall not bind nor attempt to bind the other Party to any contract, or any performance of obligations outside of this Agreement. Nothing contained or done under this Agreement shall be interpreted as constituting either Party the agent of the other in any sense of the term whatsoever unless expressly so stated.

8.2 **Governing Law and Venue**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its conflict of laws principles (except New York General Obligations Laws § 5-1401 and 5-1402, as applicable). For determination of any and all disputes arising out or in connection with this Agreement, Client and GiveCampus each submits, to the exclusive jurisdiction of the competent court(s) located in the State of New York. Notwithstanding the foregoing, to the extent Client is required by law to agree to contracts governed only by the law of the state in which it is located, this Agreement will be governed by the law of that state and disputes shall be brought by the competent courts located in that state.

8.3 **Notices**. All notices, instructions and other communications hereunder or in connection

herewith shall be in writing and shall be (a) delivered personally, (b) sent by registered or certified mail, return receipt requested, postage prepaid, (c) sent via a reputable nationwide overnight courier service, or (d) sent by e-mail to a known e-mail address of the other Party, in each case to an address first set forth in this Agreement or otherwise provided in writing by the applicable Party. Any notices sent to GiveCampus shall also be copied to Gary D. Schall, Esq., WilmerHale LLP, 60 State Street, Boston, MA 02109.

8.4   **Entire Agreement**. This Agreement contains the full understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and writings relating thereto. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by the Parties. The Parties agree that any term or condition stated in a Client purchase order or in any other Client order documentation (excluding Services Orders) is void, notwithstanding anything to the contrary contained in such purchase order or other documentation.

8.5   **Headings**. The headings contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

8.6   **Severability**. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provision shall be not be affected.

8.7   **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns.

8.8   **Counterparts**. This Agreement may be executed in any number of counterparts and/or using electronic signatures or electronic images of signatures, each of which, when taken together, will be an original.

8.9   **Construction**. Each of the Parties acknowledges that they and their counsel have had opportunity to review this Agreement, and, the Parties agree that any rule of construction that any ambiguity shall be construed against the drafter of this Agreement shall not apply in interpreting the provisions of this Agreement.

8.10   **Waiver**. Waiver by either Party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

9.   Service-Specific Terms and Conditions. The following terms shall govern Client's use of the Services specified below if such service and/or product is included in a Service Order (the "**Services-Specific Terms and Conditions**"), provided, however, that in the event of a conflict between the terms and conditions set forth in Sections 1 through 8 above and the Services-Specific Terms and Conditions, the terms of the Services-Specific Terms and Conditions shall control:

9.1   **GC Social Fundraising (formerly the "Social Fundraising Platform" and "SFP Platform")**. GiveCampus enables Fundraisers to create fundraising campaigns for Beneficiaries on GC Social Fundraising ("**GC Social Fundraising**", and each fundraising campaign, a "**Campaign**") and enables Donors to make contributions to Beneficiaries pursuant to such Campaigns and outside of such Campaigns, in each case, subject to the following terms:

(a)   **Approval of Campaigns**. GiveCampus will not permit any Campaign for Client to

occur without the prior approval of such Campaign by Client or its Authorized Personnel.

(b) **Campaign Guidelines.** Client may post its guidelines for conduct of Campaigns on GC Social Fundraising ("**Campaign Guidelines**").

(c) **Client-specific Content.** Client will upload content to GC Social Fundraising for use by Donors and Users in connection with Campaigns ("**Client-specific Content**"). Client grants GiveCampus and each Donor, User, and other supporters of a Campaign the right to copy, use and modify such Client-specific Content and to distribute such Client-specific Content or modifications in connection with a Campaign.

(d) **Client Incentives.** Client may offer rewards to Donors or other supporters of Campaigns ("**Campaign Incentives**"). Client shall be solely responsible for Campaign Incentives, for the terms and conditions associated with Campaign Incentives, and for delivery of any Campaign Incentives that it offers.

9.2 **GC Giving Forms (formerly "Giving Forms" and "Giving Forms by GiveCampus").** GiveCampus operates GC Giving Forms to enable Beneficiaries to create fundraising forms (each, a "**Giving Form**") and enables Donors to make Donations to Beneficiaries via such Giving Forms.

9.3 **GC Wallets.** GiveCampus provides integrations with PayPal Express Checkout and Venmo (collectively, "PayPal/Venmo") and with Apple Pay and Google Pay. Client's use of GiveCampus's integration with PayPal/Venmo is subject in all respects to separate terms and conditions between Client and PayPal, Inc. ("PayPal") (the "Client-PayPal Agreement," which is a Third Party Contract). Client must agree to the Client-PayPal Agreement in order to access and use PayPal/Venmo. Donations and other payments that are processed through PayPal/Venmo are processed by PayPal, in accordance with PayPal's terms of service and the Client-PayPal Agreement, and not by GiveCampus. GiveCampus will have certain access and controls over Client's account(s) with PayPal in connection with Client's use of PayPal/Venmo, including but not limited to the ability to help Client create and manage its PayPal account, to initiate refunds for Client, to support Client's dispute of any chargebacks, to access and deliver reporting to Client from PayPal, and to modify Client's deposit/payout schedule with PayPal.

9.4 **GC Crypto**. GiveCampus enables Client to accept cryptocurrency Donations through an integration with The Giving Block (**"TGB"**) and a cryptocurrency exchange (the **"Exchange"**). Client's use of services made available by TGB and the Exchange, including but not limited to services made available through integration with GiveCampus, is subject in all respects to separate terms and conditions between Client and TGB (the **"TGB Agreement"**) and Client and the Exchange (the **"Exchange Agreement"**). The TGB Agreement is available at https://www.thegivingblock.com/tgb-givecampus-terms-of-agreement. The TGB Agreement and the Exchange Agreement are Third Party Contracts and the services provided to Client by TGB and the Exchange are Third Party Services. For purposes of this Agreement, TGB and the Exchange are Payment Processors. GiveCampus is not responsible for any defects in the services provided by TGB or the Exchange; Client's contracts for such services are solely with TGB and the Exchange. For the avoidance of doubt, Client will not have the right to access or use GC Crypto or certain of the associated Third Party Services provided by TGB and the Exchange except for the access and use of GC Crypto and certain of the associated Third Party Services provided by TGB and the Exchange in connection with Client's use of the GiveCampus Platform and associated GiveCampus products and services (e.g., GC Social Fundraising and/or GC Giving Forms). In the event Client ceases to have an active subscription(s) to the GiveCampus Platform and associated GiveCampus products and services, Client will not be able to access and use GC Crypto and certain of the associated Third Party Services provided by TGB and the Exchange until such

time as Client renews or reactivates its subscription(s) to the GiveCampus Platform and associated GiveCampus products and services. The GC Crypto Subscription Term shall not be extended in such circumstance and there shall be no refund of any pre-paid fees for any period in which the Subscription Term for GC Crypto does not overlap with the term of Client's subscription to the GiveCampus Platform and associated GiveCampus products and services.

9.5 **GC Connect.** GiveCampus enables Client to accept in-person Donations using GiveCampus's mobile application platform (the "GC Connect App") which facilitates the use of payment processing services (the "Stripe Services") and payment processing card readers (the "GC Connect Readers") provided by Stripe, Inc. ("Stripe"), a Payment Processor. In connection with Client's use of GC Connect Reader(s), the GC Connect App, and the GC Connect Services, Client agrees to the terms regarding the Stripe Terminal Services set forth in the Stripe Services Agreement (available at https://stripe.com/legal/ssa) and the Terminal Device Software License Agreement (available at https://stripe.com/legal/terminal-device-eula), which are Third Party Contracts. Client acknowledges that its Users' use of the GC Connect App may require use of a User's data plan from User's cellular provider. Each User is responsible for payment of all data usage accrued based on such User's use of the GC Connect App, and GiveCampus disclaims all responsibility for such data usage. In addition, if a User allows the GC Connect App to utilize location services, the GC Connect App may collect such User's geographic location to set such User's location for use of the GC Connect App. Each GC Connect Reader is provided only for use by the Client with the GiveCampus Services. Client shall not have the right to resell or distribute to third parties any GC Connect Reader provided by GiveCampus hereunder. Access to and the availability of the GC Connect App may be subject to approval by the Apple App Store or the Google Play Store. GiveCampus may terminate, suspend, or prevent Client or any User's access to the GC Connect App if GiveCampus is prohibited from granting access to the GC Connect App to Client or any User pursuant to the policies of the Apple App Store or the Google Play Store. Client agrees that GiveCampus shall not be liable to Client or any third party for any termination of Client's or its Users' access to the GC Connect App. Upon the termination or expiration of Client's subscription to GC Connect (or an applicable number of GC Connect Readers), Client shall at its own expense return the GC Connect Reader(s) to GiveCampus or pay to GiveCampus a one-time fee of $75 for each GC Connect Reader(s) that it does not return to GiveCampus ("Hardware Non-Return Fee"). If Client has not returned the GC Connect Reader(s) or paid the applicable Hardware Non-Return Fee(s) within thirty (30) days of the end of the applicable subscription or continues to use the GC Connect Reader(s) after the termination or expiration of the applicable subscription, such termination or expiration shall not take effect and the Client shall continue to pay GiveCampus's then-prevailing fee for use of the GC Connect Services and GC Connect Readers for each successive subscription period occurring before Client's return of the applicable GC Connect Reader(s) or Client's payment of the applicable Hardware Non-Return Fee(s).

9.6 **GC MOTO.** GiveCampus enables Client to accept mail order/telephone order (i.e., "MOTO") Donations and other payments using payment processing card readers ("MOTO Devices") provided by Stripe, Inc. ("Stripe"), a Payment Processor. In connection with Client's use of GC MOTO and the MOTO Devices, Client agrees to the terms regarding the Stripe Terminal Services set forth in the Stripe Services Agreement (available at https://stripe.com/legal/ssa) and the Terminal Device Software License Agreement (available at https://stripe.com/legal/terminal-device-eula), which are Third Party Contracts. To the extent required by applicable law, Client shall obtain an individual's or entity's consent before collecting, using, retaining, or disclosing such individual's or entity's payment account details (e.g., the individual's or entity's name, account number, card expiration date, and card verification value or similar security code) in connection with the use of GC MOTO. Upon GiveCampus's request, Client shall promptly provide to GiveCampus evidence of those consents.

9.7   **GC Video (formerly "Spotlight")**. GiveCampus enables Client to create video landing pages. Client shall only upload content that Client has the right to upload and share, and shall not submit any content that infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.); is sexually explicit; is defamatory; is harassing or abusive; contains hateful or discriminatory speech; promotes or supports terror or hate groups; contains instructions on how to assemble explosive/incendiary devices or homemade/improvised firearms; exploits or endangers minors; depicts or encourages self-harm or suicide; depicts (1) unlawful real-world acts of extreme violence, (2) vivid, realistic, or particularly graphic acts of violence and brutality, (3) sexualized violence, including rape, torture, abuse, and humiliation, or (4) animal cruelty or extreme violence towards animals; promotes fraudulent or dubious money-making schemes, proposes an unlawful transaction, or uses deceptive marketing practices; contains false or misleading claims about (1) vaccination safety, or (2) health-related information that has a serious potential to cause individual or public harm; contains false or misleading information about voting or seeks to obstruct voting; contains (1) claims that a real-world tragedy did not occur, (2) false claims that a violent crime or catastrophe has occurred, or (3) false or misleading information (including fake news, deepfakes, propaganda, or unproven or debunked conspiracy theories) that creates a serious risk of material harm to a person, group, or the general public; or violates any applicable law. GiveCampus reserves the right to take down and/or disable access to any content that violates these provisions.

9.8   **GC Wealth (including GC Wealth Alerts and GC Wealth Screening)**. GiveCampus enables Client to obtain wealth data through an integration with Windfall Data Inc. ("Windfall"), a Third Party Service. Client's use of these services is subject in all respects to the terms and conditions of service posted on Windfall's website at https://www.windfall.com/terms-of-service or such other agreement regarding Windfall's services as may be established in writing between Client and Windfall ("Client's Windfall Agreement"). Windfall's terms or conditions and Client's Windfall Agreement (if any) are Third Party Contracts.

9.9   **GC Texting.** GC Texting uses the A2P 10DLC system to enable Client to send Text messages via standard 10-digit long (10DLC) phone numbers. Client's use of GC Texting is subject to A2P 10DCL registration requirements. Client will be assigned a "trust score" that will influence Client's maximum message throughput (i.e., messages per second) on a carrier-by-carrier basis. Client acknowledges and agrees that GiveCampus has no control over Client's "trust score" or its maximum message throughput. For more information on A2P 10DLC, please see: https://support.twilio.com/hc/en-us/articles/1260800720410-What-is-A2P-10DLC-#h_01EX7FW1M9K0XDFDBAXXVRSMDZ.

9.10   **GC Volunteer Management (formerly the "Volunteer Management System").** GiveCampus enables Client to utilize GC Volunteer Management to coordinate the activities of Volunteers, subject to the following terms:

(a)   **Data Set and Data Updates**. Client shall provide GiveCampus with data regarding Client constituents to be stored and accessible within GC Volunteer Management (such data, the "**VM Data Set**"). Client may from time to time provide GiveCampus with updates to the data contained in the VM Data Set ("**Data Updates**"). Client shall ensure that the VM Data Set and Data Updates conform to GiveCampus's technical specifications ("**Data Specifications**"), and Client shall be solely responsible for any delays or service disruptions caused by the VM Data Set or a Data Update not conforming to the Data Specifications. GiveCampus may update the Data Specifications from time to time.

(b)   **Data Changes**. Client may add, remove, or modify the data points about Client

constituents that it includes in its VM Data Set and Data Updates no more frequently than once per ninety (90) days during the Subscription Term (each such addition, removal, or modification a "**Data Change**"). GiveCampus shall support any such Data Changes within thirty (30) days of receiving a request from Client to do so. Client may request a Data Change more frequently than once within a given ninety (90) day period or that GiveCampus support a Data Change within fifteen (15) days ("**Special Data Change Request**"); provided that, Client shall pay GiveCampus the Standard Hourly Rate for GiveCampus's efforts to support a Special Data Change Request.

(c)   **Data Transfer**. The VM Data Set and Data Updates shall be transferred from Client to GiveCampus utilizing secure methods and on a schedule to which Client and GiveCampus mutually agree.

(d)   **Multiple Units**. Client may elect to establish separate and dedicated GC Volunteer Management configurations ("**VM Units**") for different Client schools, programs, or units (e.g., separate and dedicated GC VM Units for Client's undergraduate college, Client's medical school, and Client's law school).

(e)   **Additional Environments**. Client may purchase access to one or more additional environments that replicate the core features and capabilities of GC Volunteer Management (each an "**Additional Environment**"). If Client purchases access to an Additional Environment(s), it shall pay GiveCampus the Additional Environment Fee for each such Additional Environment for the remainder of the then-current Subscription Period and for all subsequent Subscription Periods. Additional Environments shall be used by Client solely and exclusively for purposes of administrative testing and shall not be accessed, viewed, or used by any individuals that are not employees of Client. In the event that an Additional Environment at any time is accessed, viewed, or used by any individual that is not an employee of Client, Client shall pay to GiveCampus an additional fee ("**Additional Environment Subscription Fee**"). The Additional Environment Subscription Fee shall be equal to the sum of the GC Volunteer Management (Constituents) Fee and the GC Volunteer Management (Volunteers) Fee for the corresponding Subscription Period. Features related to user support and/or communication between GiveCampus and end users may not be available in Additional Environments. Client shall be solely responsible for the data it uploads to Additional Environments (the "**Additional Environment Data**") and for ensuring that no Prohibited Data is uploaded to an Additional Environment. Client acknowledges and agrees that uploading Additional Environment Data and certain actions of administrative users within Additional Environments will trigger certain automated functionality within the Additional Environment consistent with the triggering of automated functionality within GC Volunteer Management (e.g., email notifications).

(f)   **Support and Training**. During Client's initial set-up and configuration of GC Volunteer Management (such period "**Client's VM Onboarding**"), GiveCampus shall make commercially reasonable efforts to provide support to Client via email and up to fifteen (15) phone calls lasting up to thirty (30) minutes each (each such call an "**Onboarding Call**"). Following Client's VM Onboarding, GiveCampus shall make commercially reasonable efforts to provide support to Client via email, via three (3) phone calls each lasting up to forty-five (45) minutes and held within the first sixty (60) days following Client's VM Onboarding (each a "**Post-Onboarding Check-in**"), and via quarterly phone calls each lasting up to forty-five (45) minutes and held approximately every ninety (90) days (each a "**Quarterly Check-in**"). Additionally, GiveCampus shall make commercially reasonable efforts to provide Client Administrators and/or Volunteers (at Client's option) with two (2) webinar-based trainings lasting up to sixty (60) minutes ("**VM Trainings**") during each Subscription Period. Client acknowledges and agree that if it declines or does not respond in a timely manner to GiveCampus's commercially reasonable efforts to offer to Client, schedule, or deliver to Client such Onboarding Calls, Post-Onboarding Check-ins, Quarterly Check-ins, or

VM Trainings, or fails to attend or participate in any Onboarding Calls, Post-Onboarding Check-ins, Quarterly Check-ins, and/or VMS Trainings when they are scheduled to occur, GiveCampus shall have no further obligation to deliver such Onboarding Calls, Post-Onboarding Check-ins, Quarterly Check- ins, or VM Trainings. In the event that Client requests and GiveCampus accommodates a request to conduct an Onboarding Call, Post-Onboarding Check-in, Quarterly Check-in, or VM Training outside of the hours between 9:00AM EST and 6:00PM EST on normal business days ("**Business Hours**"), Client shall pay GiveCampus the Standard Hourly Rate for each such Onboarding Call, Post-Onboarding Check-in, Quarterly Check-in, or VM Training ("**After-Hours Support Fee**").

TERMS AND CONDITIONS