

Terms of Use

Last Updated: 12-7-2023

This Agreement is between Carr Engineering, Inc. dba BetterGood and “you”:

1. the individual or legal entity purchasing or opening an account for VolunteerHub services under this Agreement (“Customer”); or as the case may be
2. the individual accessing or using VolunteerHub services or installing the Software (“User”).

You agree to be bound by these Terms of Service by installing, copying, or otherwise using the Software, or accessing or using the Services. Please read these Terms of Service (the “Agreement”) carefully before installing, accessing, or otherwise using the Software or Services. Please maintain a copy for your records.

Note for Users who are not Customers: Section 7 (Credit Card Authorization) and Section 20 (Indemnity) of this Agreement do not apply to you. If your employer is a Customer and has an existing written agreement with BetterGood (“Written Agreement”), the Written Agreement will govern (and will be deemed to supersede the applicable terms of this Agreement) solely to the extent of any conflict between this Agreement and the Written Agreement.

1. All capitalized terms defined in this Agreement have the meanings set forth herein.

“Affiliated Entities” means BetterGood and any licensors and suppliers providing any part of the Software and/or Services; and all subsidiaries, affiliates, officers, employees, consultants, and agents of any of the foregoing.

“Content” means all data, text, images, sounds, computer programs, and any other information, including without limitation everything that is uploaded by or for you in connection with your use of the Services including without limitation photographs, caricatures, illustrations, designs, icons, articles, audio clips, trademarks, logos, and video clips.

“Services” means VolunteerHub services acquired by a Customer as described in the applicable order for such services accepted by BetterGood.

“Site” means the website created for you by BetterGood for the purposes of accessing the Services.

“Software” means the software and all associated documentation and other materials provided to you by BetterGood for accessing the Services.

“Subscription Term” means the duration of this Agreement commencing with the earliest of: (i) the date that BetterGood accepts your order for Services, or (ii) that you first access or use the Services, and continuing until the end of the applicable Services period as designated by BetterGood, subject to earlier termination in accordance with this Agreement.

1. **Software License.** Subject to your compliance with the terms and conditions of this Agreement, BetterGood hereby grants you a non-exclusive license during the Subscription Term: (i) to install the Software (in object code and executable code format only), and (ii) to use such Software (as installed) solely for the purpose of accessing and using the Services.
2. **Access to Services; Suspension and Termination.** Subject to your compliance with the terms and conditions of this Agreement, BetterGood grants to you a non-exclusive, revocable right to access and use the Services during the Term. BetterGood reserves the right to suspend or discontinue without notice all or a part of the Services (or otherwise terminate this Agreement) at any time if BetterGood reasonably believes that you are in breach of this Agreement or may harm BetterGood or anyone else. Upon any cancellation or expiration of this Agreement, your access and other rights to the Services will be cancelled and cease. In the event that the CLIENT elects to terminate VolunteerHub service, the CLIENT will pay for the service and this Agreement will remain in effect through the end of the current Subscription Term billing cycle. Any prepaid fees are non-refundable. You are prohibited from reselling or acting as a service bureau for the Services or any component thereof.
3. **Ownership of Software, Services, and Marks.** The Software and Services are licensed, not sold, solely for use under the terms of this Agreement. Except as specifically set forth herein, BetterGood and the other Affiliated Entities retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Software and Services, including without limitation all technology, software, and copies relating to the Software and Services. All graphics, logos, service marks, and trade names, including third-party names, product names, and brand names (collectively, the “Marks”) relating to the Software and Services are the trademarks of BetterGood or the other Affiliated Entities. You are prohibited from using any Marks without the prior written permission of BetterGood or the applicable Affiliated Entities. BetterGood reserves all rights not expressly granted in this Agreement.
4. **Restrictions.** You agree not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of the Software or Services. Unless expressly set forth herein, you may not use, copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver, or otherwise transfer, directly or indirectly, the Software (in whole or in part) or any rights in the Services. You may not remove from the Software or Services, or alter or add, any Marks or copyright notices or other proprietary rights markings. IF YOU ARE NOT AN EMPLOYEE, INDEPENDENT CONTRACTOR, OR INVITEE OF A CUSTOMER, YOU ARE NOT AUTHORIZED TO INSTALL OR OTHERWISE USE THE SOFTWARE OR SERVICES.

5. **No Training or Technical Support.** BetterGood has no obligation under the terms of this Agreement to provide support or maintenance services in connection with the Software or Services. BetterGood may elect to provide You with Technical Support at its sole discretion. Any enhancements, updates and other materials provided by BetterGood as part of any such Technical Support are considered to be part of the Services or Software, as applicable, and therefore governed by these Terms of Use.
6. **Credit Card Authorization; Use Under Your Account.** If you order Services and are paying by credit card, only valid credit cards acceptable to BetterGood may be used by you to make payment, and all refunds will be credited to the same card. Throughout the Term and until all amounts due have been paid in full, you hereby authorize BetterGood to charge any credit card provided by you to BetterGood all amounts due under this Agreement from time to time, including without limitation, all payments, taxes, and additional fees. If the card cannot be verified, is invalid, or is not otherwise acceptable, the Services may be deferred, suspended, or cancelled by BetterGood without notice, and BetterGood may generate invoices for payment. **All invoices are payable net-thirty (30) days, unless otherwise agreed to in writing. Unless VolunteerHub services are terminated within thirty (30) days of the contract renewal date, Customer agrees that this agreement shall automatically renew for an additional subscription period and Customer hereby gives express authorization for BetterGood to charge Customer's credit card on file, if paying by credit card. Renewal rates are subject to increase at the market rate upon renewal.** You agree to update your card information to keep it current at all times and that BetterGood may submit charges for processing even if the card appears to have expired. All prices are given and must be paid in U.S. dollars. All prices exclude applicable taxes, duties, and similar charges, which will be charged to and paid for by you. A finance charge of 1.5% per month or the maximum interest permitted by law, whichever is less, will be applied on any balances unpaid after thirty (30) days. In the event of termination of Services at the request of the CLIENT, the CLIENT will be billed for Services through the end of the current Subscription Term billing cycle. You will cause those who access the Services through your account, including Users, to comply with the terms and conditions of this Agreement. You agree to pay all amounts due under this Agreement and to be responsible for all activity in your account for the Services, including payment of fees incurred at the direction of any User(s).
7. **Electronic Communications.** The Services are conducted electronically, and you agree that BetterGood may communicate electronically with you for matters relating to the Services and Software, including educational information and notifications regarding product updates, incentive and rewards programs, training opportunities and ways to more efficiently use the Service.
8. **Updates; Applicable Terms and Authorization for Auto Updates.** BetterGood may, in its sole discretion, provide, and this Agreement applies to, all updates, supplements, add-on components, features, or other functionality or messages related thereto, including without limitation alterations of functionality, features, storage, security, availability, content, and other information relating to the Software or Services (collectively, "Updates") that BetterGood may provide or make available generally to its customers after the date that Services commence, subject to any additional terms and conditions provided by BetterGood applicable to such Updates. You hereby authorize BetterGood to, and agree that BetterGood may, in accordance with BetterGood's standard

VolunteerHub operating procedures, automatically and in good faith transmit, access, install, and otherwise provide Updates to the Software upon your access to the Service or Software without further notice or need for consent. BetterGood has no obligation to, and nothing in this Agreement may be construed to require BetterGood to, create, provide, or install Updates.

9. **Privacy Statement.** The BetterGood VolunteerHub Statement can be accessed at the Site via (<http://www.volunteerhub.com/privacy/>) (“Privacy Statement”). You hereby acknowledge that you have accessed and read the Privacy Statement and that it is a part of this Agreement. Personal information collected on the Site may be stored and processed in the United States or any other country in which BetterGood or its affiliates, subsidiaries, or agents maintain facilities, and by using the Site, you consent to any such transfer of information outside of your country.
10. **NOTICE REGARDING RECORDING AND PRIVACY FEATURES.** THE SOFTWARE AND/OR SERVICES MAY ALLOW YOU TO COLLECT AND UTILIZE IDENTIFYING INFORMATION ABOUT SERVICE PARTICIPANTS, such as a name that is displayed, transmitted, processed, or stored. THE LAWS OF SOME STATES OR COUNTRIES REQUIRE THE CONSENT OF INDIVIDUALS PRIOR TO RECORDING THEIR COMMUNICATIONS AND/OR RESTRICT COLLECTION, STORAGE, AND USE OF PERSONALLY IDENTIFYING INFORMATION. You agree to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the Software and/or Services.
11. **You Retain Ownership of Content.** BetterGood does not claim ownership of any Content. You hereby grant to BetterGood a nonexclusive, worldwide, royalty-free, fully-paid, transferable license to host, cache, record, copy, and display Content solely for the purpose of providing the Services. Except as licensed in this Agreement, as between you and BetterGood, you retain all right, title, and interest in and to the Content.
12. **Limited Purpose Access to Content.** You acknowledge that the Services are provided by automated means (e.g., uploading Content via the applicable software tools) and that BetterGood personnel will not access, view, or listen to any Content, except as permitted under the Privacy Policy or as otherwise necessary to perform the Services, including but not limited to the following: (i) if during a Services interruption as necessary to restore the applicable Content at your request; or (ii) as deemed necessary or advisable by BetterGood in good faith to conform to legal requirements or comply with legal process. If you are authorized by a Customer to access or use any recordings or Content you agree that you will only download, use, and/or display copies of Content made during use of the Services for internal business purposes. You are not authorized to download or use such recordings or Content for the benefit of any third party or to sell access to or otherwise commercialize any such recording.
13. **Representations and Warranties About Content.** You represent and warrant that you: (i) are the owner or authorized licensee of any and all Content; and (ii) will not publish, post, upload, record, or otherwise distribute or transmit Content that: (a) infringes or would infringe any copyright, patent, trademark, trade secret, or other proprietary right of any party, or any rights of publicity or privacy of any party; (b) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising); (c) is inappropriate, profane, defamatory, libelous, obscene, indecent, threatening, harassing, or otherwise unlawful; (d) is harmful to minors or otherwise pornographic; (e) contains

any viruses, Trojan horses, worms, time bombs, bots, corrupted files, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, personal information, or property of another; or (f) is materially false, misleading, or inaccurate; or (g) is considered Protected Health Information (PHI) or any other information whose disclosure is regulated by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 or the Privacy Act of 1974. Any repeated infringement of copyrights or unauthorized use of copyrighted work or content that you do not own or are otherwise authorized to use shall be grounds for termination of service pursuant to this agreement.

14. **Submissions.** You may submit questions or comments to BetterGood from time to time at support@volunteerhub.com. BetterGood reserves the right to edit and post such questions or comments along with answers, if any. All such communications, comments, feedback, suggestions, ideas, and other submissions related to the Software and/or Services submitted to BetterGood (collectively, "Submissions") will be and remain BetterGood's property, and all worldwide right, title, and interest in all copyrights and other intellectual property in all Submissions are hereby assigned (and in the future deemed to be assigned) by you to BetterGood.
15. **Confidentiality.** You agree to hold in strictest confidence and not to use or disclose to any third party, any information designated by BetterGood as confidential or proprietary or which by the nature of such information would reasonably be considered confidential or proprietary, including without limitation passwords or access keys to the Services. You agree that all use of passwords and access keys to the Services will be attributed to the Customer, even if the Customer did not actually authorize the use, including uses that incur additional fees.
16. **Links to Third Party Sites.** Links within the Site may let you leave the Site and visit web sites that are not controlled by BetterGood. Neither BetterGood nor any of the other Affiliated Entities is responsible for any content of any such linked web site. Links are provided only as a convenience and do not imply any endorsement by BetterGood or any of the Affiliated Entities.
17. **Compliance with Applicable Law.** You agree (i) not to use the Software or Services for any illegal purposes and (ii) to comply with all applicable local, state, national, and international laws and regulations, including without limitation laws relating to recording conversations, privacy, and data protection and public displays or performances, and United States export laws and regulations regarding the transmission of technical data exported from the United States through the Software and/or the Services. You further agree that neither this Agreement nor any other right or remedy of BetterGood requires BetterGood or any of the Affiliated Entities to exercise any right or remedy in order to benefit or protect anyone, although BetterGood reserves the right to do so in its sole discretion.
18. **Use Restrictions.** You agree not to: (a) use the Services in connection with any use of distribution lists to any person who has not given specific permission to be included in such a process (commercial or otherwise); (b) harvest or otherwise collect information about others, including e-mail addresses, without their express consent; (c) use, download, or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of BetterGood's users or other user or usage information or any portion thereof other than in the context of use of the Services as permitted under the

Agreement;(d) interfere with any other party's use and enjoyment of the Services or otherwise use the Services in any manner that could damage, disable, overburden, impair, or otherwise interfere with or disrupt the Site or Services or any networks connected to the Services;(e) attempt to gain unauthorized access to the Services, other accounts, computer systems, or networks connected to the Services, through password mining or any other means; (f) rent, lease, grant a security interest in, or otherwise transfer any rights to use the Services under this Agreement; (g) reverse-engineer, modify, decompile, disassemble, translate, or otherwise attempt to derive or view source code from any part of the Software or the Services; (h) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (i) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same; (j) upload files that contain viruses, Trojan horses, worms, time bombs, bots, corrupted files, or any other similar information that may damage the operation of another's computer or property or information; (k) falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations, or labels of the origin or source of software or other material contained in a file that is uploaded. (l) upload and/or store any files or other data containing information that is considered to be Protected Health Information (PHI) or any other information whose disclosure is regulated by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 or the Privacy Act of 1974.

19. **Indemnity.** If you are a Customer, you agree to defend, indemnify, and hold harmless each of the Affiliated Entities from and against any and all claims, liabilities, damages, and/or costs (including, but not limited to, fees, costs and other expenses of attorneys and expert witnesses) arising out of or related to the Software or Services (including without limitation, any person accessing the Services using your password or access key), any actual or alleged violation of this Agreement or applicable law, or any actual or alleged infringement or violation by you or any person accessing the Services using your password or access key of any intellectual property or privacy or other right of any person or entity.

20. **DISCLAIMER OF WARRANTIES.** ALL SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY. EACH OF THE AFFILIATED ENTITIES HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OF ACCURACY, OF SYSTEM INTEGRATION OR COMPATIBILITY, OF WORKMANLIKE EFFORT, OR OF LACK OF NEGLIGENCE. THE FOREGOING DISCLAIMERS INCLUDE, WITHOUT LIMITATION, ANY WARRANTY, DUTY, OR CONDITION THAT: THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, RELIABLE, AVAILABLE AT ANY PARTICULAR TIME, SECURE, ERROR-FREE, VIRUS-FREE, OR CORRESPOND TO ANY CONDITION; THAT MESSAGES OR REQUESTS WILL BE DELIVERED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SOFTWARE OR SERVICES, ANY CONTENT, SYSTEMS, SERVERS, AND INFORMATION THAT IS IN OR UTILIZED BY THE SOFTWARE AND/OR SERVICES WILL BE FREE OF HARMFUL

ASPECTS. ALSO, THERE IS NO WARRANTY OF TITLE OR AGAINST INTERFERENCE WITH ANYONE'S ENJOYMENT OF THE SOFTWARE OR SERVICES OR AGAINST INFRINGEMENT.

21. **NO LIABILITY FOR CONTENT.** YOU AGREE THAT NONE OF THE AFFILIATED ENTITIES (as defined above) WILL BE LIABLE FOR: ANY CONTENT, INCLUDING BUT NOT LIMITED TO CONTENT THAT IS SENT, RECEIVED, HELD, RELEASED OR OTHERWISE CONNECTED IN ANY RESPECT TO THE SOFTWARE OR SERVICES; CONTENT THAT IS SENT BUT NOT RECEIVED; ANY ACCESS TO OR ALTERATION OF CONTENT; ANY CONTENT SENT USING AND/OR INCLUDED IN THE SERVICES, INCLUDING WITHOUT LIMITATION ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, OR ILLEGAL CONTENT; THE CONDUCT OF ANYONE; OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING PRIVACY, INTELLECTUAL PROPERTY, OR DATA PROTECTION RIGHTS OR, CONTENT THAT IS CONSIDERED PROTECTED HEALTH INFORMATION (PHI) OR ANY OTHER INFORMATION WHOSE DISCLOSURE IS REGULATED BY THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996 OR THE PRIVACY ACT OF 1974.
22. **EXCLUSION OF CERTAIN DAMAGES.** YOU AGREE THAT THE FOLLOWING DAMAGES ARE EXCLUDED AND THAT YOU WILL NOT BE ENTITLED TO ANY OF THEM: ALL SPECIAL, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES; DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, OR FOR NEGLIGENCE OR NEGLIGENT MISREPRESENTATION; AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER OTHER THAN THE "DIRECT DAMAGES" DESCRIBED IN SECTION 24 BELOW. THE FOREGOING DAMAGES WILL BE EXCLUDED EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, AND/OR BREACH OF CONTRACT OF BETTERGOOD OR ANY OF THE OTHER AFFILIATED ENTITIES, AND EVEN IF BETTERGOOD OR ANY OF THE AFFILIATED ENTITIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THESE EXCLUSIONS AND THE BELOW LIMITATION ON LIABILITY WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
23. **LIMITATION ON LIABILITY.** EXCEPT FOR DAMAGES THAT ARE REQUIRED BY LAW TO BE PAID, YOU AGREE THAT ALL DAMAGES ARE EXCLUDED EXCEPT FOR THE DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY YOU IN REASONABLE RELIANCE, UP TO THE GREATER OF THE AMOUNT OF A REFUND OF THE PRICE THAT YOU ACTUALLY PAID FOR THE SERVICES DURING THE TERM OF THE SERVICES (E.G., QUARTERLY OR MONTHLY) IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM REGARDLESS OF THE FORM OF ACTION OR CLAIM (E.G., CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, FRAUD, OR OTHER LEGAL THEORY) OR ONE DOLLAR (US\$1.00).
24. **Survivability.** Sections 1, 3 (to the extent of any limitations on your rights), and 4-32 will survive any cancellation, termination, expiration, or suspension of this Agreement.
25. **Governing Law; Exclusive Forum; Jurisdiction.** This Agreement and all causes of action related to the Software or Services will be governed by and construed in accordance with the laws of the State of Ohio, USA, without giving effect to the conflict-of-laws principles thereof that would require application of the laws of a different state or jurisdiction. You consent to exclusive jurisdiction and venue in the State of Ohio or in the United States District Court for the Southern District of Ohio, unless no federal subject matter jurisdiction exists, in which case you consent to exclusive jurisdiction and venue

in Franklin County, Ohio. You waive all defenses of lack of personal jurisdiction and forum non conveniens. You agree that any claim or cause of action arising out of or related to this Agreement must be commenced by you within one (1) year after the cause of action arose.

26. **Miscellaneous.** If any part of this Agreement is determined to be invalid or unenforceable, then such invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risks, and the remainder of the Agreement will continue in effect. If any provision(s) is found to be contrary to law, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. BetterGood's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision unless agreed to by BetterGood in a non-electronic writing manually signed by a duly authorized officer of BetterGood.
27. **Force Majeure.** BetterGood and its Affiliated Entities will not be liable for non-performance or delay in performance caused by any event reasonably beyond the control of such party including, but not limited to wars, hostilities, revolutions, riots, civil commotion, national emergency, epidemics, fire, flood, earthquake, force of nature, explosion, embargo, or any act of God.
28. **Third Party Beneficiaries; Assignment.** The Affiliated Entities are third party beneficiaries to this Agreement. However, there are no other third party beneficiaries. No party may assign this Agreement, or any rights or obligations hereunder, whether by contract, operation of law, or otherwise without the express written consent of the other party to the Agreement, except that BetterGood may assign this Agreement to one (1) or more of the Affiliated Entities without your prior consent.
29. **Export Restrictions.** You acknowledge that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including the Software and Services. Without limiting the foregoing, you acknowledge that the Software and Services are or may be an "encryption item" subject to controls under the Export Administration Regulations promulgated by the U.S. Department of Commerce. You agree not to export or re-export the Software or Services in any form in violation of the export laws of the United States or any foreign jurisdiction. You will defend, indemnify, and hold the Affiliated Entities harmless from and against any violation of such laws or regulations.
30. **Entire Agreement.** The Agreement (including the Privacy Policy and any related consents provided by or disclosures provided to you in connection with the Software or Services) constitutes the entire agreement between BetterGood and you with respect to the Software and Services and supersedes all other (prior or contemporaneous) communications and proposals, whether electronic, oral, or non-electronic, between BetterGood and you regarding them. You agree that any terms or conditions contained in any document, including but not limited to a purchase order, acknowledgement, email, or other document that you may now or later provide to BetterGood, will have no effect and that this Agreement is the only contract between BETTERGOOD and you regarding the Software and Services and may only be amended as set forth herein. The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded. BetterGood's performance of this Agreement (including the Privacy Policy) is

subject to existing laws and legal process, and you agree that BETTERGOOD may comply with law enforcement or regulatory requests or requirements notwithstanding any contrary term of this Agreement or that policy. A printed version of this Agreement and of any notice given to you in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

31. **Amendments.** BetterGood may, at any time, amend the provisions of this Agreement and/or the Privacy Policy, and you may accept the amended provisions in the manner indicated in the amendment notice as communicated by BetterGood. Any amendment proposed by you may only be accepted by BetterGood in a non-electronic writing manually signed by authorized representatives of the parties. Notwithstanding anything in this Section 32 to the contrary, if BetterGood posts amended terms on the Site, such terms will automatically become effective ten (10) days after they are posted on the Site. By using the Software or the Services after such revised terms are posted, you agree to be bound by any such amended provisions. Therefore, you agree to periodically visit the Site to examine the then-current Agreement (including the Privacy Policy).

32. **Service Level Agreement (SLA)**

About this Section

This Service Level Agreement for VolunteerHub Services (this “SLA”) is a part of your Carr Engineering, Inc. dba “BetterGood” Terms of Use (the “Agreement”). Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Agreement. This SLA applies to the VolunteerHub Services listed herein (a “Service” or the “Services”), but does not apply to separately branded services made available with or connected to the Services or to any on-premise software that is part of any Service.

If we do not achieve and maintain the Service Levels for each Service as described in this SLA, then you may be eligible for a credit towards a portion of your service fees.

General Terms

Definitions

“**Applicable Subscription Period**” means, for a subscription period in which a Service Credit is owed, the number of days that you are a subscriber for a Service.

“**Applicable Subscription Service Fees**” means the total fees actually paid by you for a Service that are applied to the subscription period in which a Service Credit is owed.

“**Downtime**” is defined for each Service in the Services Specific Terms below. Downtime does not include Scheduled Downtime. Downtime does not include unavailability of a Service due to limitations described below and in the Services Specific Terms. Downtime does not include loss of access or functionality due to lack of payment or exceeding plan limits.

“**Error Code**” means an indication that an operation has failed, such as an HTTP status code in the 5xx range.

“**External Connectivity**” is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

“**Incident**” means (i) any single event, or (ii) any set of events, that result in Downtime.

“**Management Portal**” means the web interface, provided by BetterGood, through which customers may manage the Service.

“**Scheduled Downtime**” means periods of Downtime related to network, hardware, or Service maintenance or upgrades. We will publish notice or notify you at least three (3) days prior to the commencement of such Downtime.

“**Service Credit**” is the percentage of the Applicable Subscription Period Service Fees credited to you following BetterGood’s claim approval.

“**Service Level**” means the performance metric(s) set forth in this SLA that BetterGood agrees to meet in the delivery of the Services.

“**Service Resource**” means an individual resource available for use within a Service.

“**Success Code**” means an indication that an operation has succeeded, such as an HTTP status code in the 2xx range.

“**Support Window**” refers to the period of time during which a Service feature or compatibility with a separate product or service is supported.

“**User Minutes**” means the total number of minutes in a month, less all Scheduled Downtime.

Terms

Claims

In order for BetterGood to consider a claim, you must submit the claim to customer support at BetterGood including all information necessary for BetterGood to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; and (iii) descriptions of your attempts to resolve the Incident at the time of occurrence.

For a claim related to VolunteerHub, we must receive the claim by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your Applicable Subscription Period Service Fees.

Service Credits

Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. You may not unilaterally offset your Applicable Subscription Period Service Fees for any performance or availability issues. Service Credits apply only to fees paid for the particular Service, Service Resource, or Service tier for which a Service Level has not been met. In cases where Service Levels apply to individual Service Resources or to separate Service tiers, Service Credits apply only to fees paid for the affected Service Resource or Service tier, as applicable. The Service Credits awarded in any billing subscription period for a particular Service or Service Resource will not, under any circumstance, exceed your Subscription Period service fees for that Service or Service Resource, as applicable, in the billing Subscription Period, prorated for the month in which the Incident occurred. If you purchased Services as part of a suite or other single offer, the Applicable Subscription Period Service Fees and Service Credit for each Service will be pro-rated.

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;
4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us) or to purchases made using subscription credits;
5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
6. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
9. Due to your use of Service features that are outside of associated Support Windows; or
10. For licenses reserved, but not paid for, at the time of the Incident.

Service Specific Terms

VolunteerHub Downtime: Any period of time when end users are unable to read or write any Service data for which they have appropriate permission but this does not include non-availability of Service add-on features.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month.

Service Credit:

| Monthly Uptime Percentage | Service Credit |
|---------------------------|----------------|
| < 99.9% | 25% |
| < 99% | 50% |
| < 95% | 100% |