

OneCause Services – Product Specific Terms Addendum

This Addendum to the Subscription and Services Agreement (“**Addendum**”) are entered into by and between the Bonterra entity identified in the applicable Order Form (“**Bonterra**”) and the Customer identified in the applicable Order Form (“**Customer**”). This Addendum supplements and forms part of the Subscription and Services Agreement between the parties (the “**Agreement**”). Capitalized terms used but not defined in this Addendum have the meanings given to them in the Agreement. In the event of any conflict between this Addendum and the Agreement, this Addendum will control solely with respect to the OneCause Services (as defined below).

1. Scope.

This Addendum applies to Customer’s use of Bonterra’s OneCause-branded subscription services, software products, and related services (collectively, the “**OneCause Services**”), including the specific service categories described in Sections 2 through 5 below, as applicable. OneCause Services are “Subscription Services” under the Agreement, and all terms of the Agreement apply to OneCause Services except as expressly modified by this Addendum.

2. Software Products.

2.1 General. Customer’s subscription to OneCause software products, including “Fundraising Platform,” “Planner,” “SmartPay,” “Text2Give,” “Peer2Peer,” and “Giving Center” (each, a “**Software Product**”), is governed by the Agreement and this Addendum.

2.2 Annual Fundraising Allowance. If specified in the applicable Order Form, Customer’s use of the Software Products is subject to an annual fundraising allowance (the “**Annual Fundraising Allowance**”). The Annual Fundraising Allowance term begins on the activation date and continues for twelve months, resetting automatically on each anniversary of the activation date. If Customer’s fundraising activity exceeds the Annual Fundraising Allowance during the applicable term, transaction fees for amounts exceeding the allowance will be charged in accordance with the applicable Order Form or Bonterra’s then current pricing.

2.3 Transaction Fees. Transaction fees are not refundable even if the underlying transaction is canceled or refunded.

3. Payment Processing Services.

3.1 General. This Section 3 applies only if Customer purchases payment processing services in connection with the OneCause Services (“**Payment Processing Services**”). Bonterra has entered into agreements with certain third-party payment processors (each, a “**Processor**”) to provide Customer with access to Payment Processing Services.

3.2 Processor Agreements. Customer’s use of Payment Processing Services is subject to the terms and conditions of the applicable Processor (collectively, the “**Processor Agreements**”). By purchasing Payment Processing Services, Customer accepts and agrees to the applicable Processor Agreements, and authorizes Bonterra to capture Customer’s electronic acceptance of the Processor Agreements and provide proof of such acceptance to the Processor. The Processor Agreements are solely between Customer and the applicable Processor. Bonterra is not a party to the Processor Agreements and has no liability thereunder.

3.3 Bonterra Responsibilities. With respect to Payment Processing Services, Bonterra will: (a) notify the Processor regarding any payment equipment orders purchased by Customer; (b) provide Customer with standard instructions and training for the proper operation of payment equipment;

and (c) maintain software integration and testing between the OneCause platform and the approved Processor. OneCause platform and the approved Processor.

3.4 Customer Responsibilities. With respect to Payment Processing Services, Customer will: (a) complete the process of opening a merchant account with the Processor no later than thirty (30) days prior to the applicable event date; (b) pay all fees charged by the Processor; (c) assign user permissions for access to transaction data through the applicable software administration site; (d) enter credit card processing codes into the applicable software administration site no later than forty-eight (48) hours in advance of the applicable event; (e) follow PCI-compliant processing and procedures in the physical processing of credit cards; and (f) cancel Payment Processing Services and the associated Processor Agreements upon termination of the Agreement.

3.5 PCI DSS. In connection with Payment Processing Services, Bonterra follows applicable PCI data security standards and will not hold, transmit, or store full primary account numbers. Bonterra maintains a business continuity program conforming to PCI DSS and will cooperate with payment card industry representatives as required by applicable laws and PCI data security standards. Bonterra will, upon Customer's written request, supply its current Attestation of Compliance and available third-party audit summary reports.

3.6 Card Network Obligations. Customer is solely responsible for all amounts imposed or assessed by Mastercard, Visa, Discover, or similar card networks ("**Card Networks**") in connection with Customer's use of the Payment Processing Services, including fees, fines, assessments, and loss allocations. Such amounts are deemed direct damages and are not subject to the limitations of liability set forth in the Agreement.

3.7 Additional Customer Indemnification for Payment Processing Services. In addition to the indemnification obligations set forth in the Agreement, Customer will defend, indemnify, and hold harmless Bonterra from and against any losses arising from: (a) Customer's breach of any Processor Agreement; (b) Customer's use of the Payment Processing Services; and (c) all chargebacks, reversals, disputes, assessments, and other merchant losses in connection with Customer's use of the Payment Processing Services.

3.8 Processor Changes. Bonterra may change the Processor and assign a Processor's rights and obligations to another party, at any time without prior notice to Customer. Processor, and assign a Processor's rights and obligations to another party, at any time without prior notice to Customer.

3.9 Customer Representations Regarding Payment Processing. Customer represents and warrants that: (a) Customer is, and at all times will remain, in compliance with the rules of Mastercard, Visa, Discover, and similar card networks as they pertain to applicable credit and debit card payments; (b) Customer has not previously been terminated or otherwise suspended by any Processor from the use of its services; and (c) Customer has not received a non-compliance assessment from any Card Network. If Customer breaches any representation or warranty in this Section 3.9, Bonterra may immediately suspend the Payment Processing Services until such breach is remedied.

3.10 Disclaimer of Liability for Payment Processing. Notwithstanding anything to the contrary in this Addendum or the Agreement, Bonterra disclaims all liability for (a) any delay or unavailability of a facilitated payment in connection with the Payment Processing Services, and (b) the fulfillment of any Processor's obligations under the applicable Processor Agreements. payment in connection with the Payment Processing Services, and (b) the fulfillment of any Processor's obligations under the applicable Processor Agreements.

3.11 Stripe-Specific Terms. If the Processor is Stripe, Inc. or its affiliates (“**Stripe**”), the following additional terms apply:

(a) Customer is required to accept the Stripe Connected Account Agreement, Stripe Services Agreement, Stripe Privacy Policy, and other applicable Stripe terms (collectively, the “**Stripe Agreements**”) as a condition of receiving Payment Processing Services.

(b) Customer authorizes Bonterra to access and use Customer’s Connected Account Data (as defined in the Stripe Agreements), to share such data with Stripe, and to create and manage Customer’s account with Stripe.

(c) Customer will obtain consent from its donors and supporters to share their information and data with both Bonterra and Stripe as required by applicable law.

4. Fundraising Event Services.

4.1 General. This Section 4 applies only if Customer purchases fundraising event services in connection with the OneCause Services (“**Event Services**”).

4.2 Bonterra Responsibilities. With respect to Event Services, Bonterra will: (a) provide onsite or remote staff for the event or campaign as specified in the applicable Order Form; (b) provide basic phone support during the event; (c) provide the necessary software and equipment (as specified in the applicable Order Form) and technical expertise for Customer’s event; and (d) provide a backup solution of remote phone support in case of staffing issues. If staffing issues arise within thirty (30) days of the event date, Customer will have the option of downgrading to “Virtual Event Manager” services at a reduced fee.

4.3 Customer Responsibilities. With respect to Event Services, Customer will: (a) provide the necessary number of volunteers for registration, checkout, item pick-up, and collection of equipment; (b) supply staff for collecting all cash or check payments during registration and checkout; (c) ensure the accuracy of data uploaded to the applicable software platform; (d) arrange and pay for all venue-related reservations, fees, and equipment (including projectors, screens, and printers); (e) set up equipment used to display scoreboard or slideshow solutions; (f) ensure that venue internet is available for the event at Customer’s cost; and (g) collect and return all Bonterra devices and equipment used in connection with the event.

4.4 Equipment Delivery. For each event, Customer and Bonterra will mutually agree in writing on the timing and details for delivery and setup of Bonterra equipment, which may be specified in the applicable Order Form.

4.5 Internet Connectivity. Customer acknowledges that an unreliable or intermittent internet connection may interrupt or affect the quality of Event Services and will not constitute a breach of the Agreement by Bonterra.

4.6 Force Majeure for Events. Notwithstanding the applicable force majeure provisions contained in the Agreement, if a force majeure event (as defined in the Agreement) prevents the performance of Event Services on the scheduled event date, Customer’s sole remedy will be, at Customer’s election, to: (a) conduct a virtual event on the originally scheduled event date; or (b) extend the event date by up to ninety (90) days and, if necessary, extend the applicable Software Product subscription term by up to ninety (90) days if the subscription would otherwise terminate prior to the rescheduled event date. For the avoidance of doubt, fees paid for Software Products are non-refundable in connection with any force majeure event.

5. SMS Services.

5.1 General. This Section 5 applies if Customer purchases or uses SMS services in connection with the OneCause Services, including Text2Give (collectively, “**SMS Services**”). This Section 5 supplements, and does not replace, Customer’s obligations under the communications compliance provisions of the Agreement.

5.2 Consent. Customer represents and warrants that: (a) all recipients of SMS messages have provided prior express written consent to receive text messages from Customer’s organization; (b) such consent has been granted by the wireless service plan subscriber or authorized user of the applicable mobile phone number; and (c) neither Customer’s organization name nor event name contains restricted content as defined by applicable carriers or laws.

5.3 Prohibited Usage. Customer will not, and will not allow or encourage any end user to, use SMS Services: Customer will not, and will not allow or encourage any end user to, use SMS Services:

- (a) in a manner that is illegal, fraudulent, involves sending spam or unsolicited communications, or engages in abusive activities;
- (b) in a manner that generates inquiries from regulatory authorities or law enforcement;
- (c) to promote or engage in illegal activities;
- (d) to collect information from individuals without their explicit consent;
- (e) in a manner that causes a service provider to ban such usage or materially impacts service delivery;
- (f) in violation of applicable privacy laws (including the Telephone Consumer Protection Act), codes or guidelines issued by governmental agencies, or other applicable laws;
- (g) in an excessive manner that may affect the services of other customers;
- (h) to include content banned by carriers (such as gambling, alcohol, or drugs), as determined by carriers from time to time;
- (i) to use unbranded URL shorteners (such as Bitly, TinyURL, or Sniply); or
- (j) to include links to fundraising-related software not part of the OneCause suite of products.

5.4 Remediation. If Customer violates this Section 5, Bonterra will notify Customer of the violation and the required remediation actions, providing a reasonable timeframe for compliance (which will be no less than ten (10) business days unless otherwise specified). Failure to comply may result in suspension of SMS Services functionality in accordance with the Agreement. Bonterra reserves all other remedies under the Agreement, including termination for material breach.5.4 Remediation. If Customer violates this Section 5, Bonterra will notify Customer of the violation and the required remediation actions, providing a reasonable timeframe for compliance (which will be no less than ten (10) business days unless otherwise specified). Failure to comply may result in suspension of SMS Services functionality in accordance with the Agreement. Bonterra reserves all other remedies under the Agreement, including termination for material breach.

6. Fundraising-Specific Obligations.

6.1 Raffles, Lotteries, and Games of Chance. If Customer uses the OneCause Services to conduct a raffle, lottery, or any other activity deemed to be a game of chance under applicable law, Customer warrants that it is either exempt from applicable laws governing such activities due to its status as a 501(c)(3) organization (United States) or T3010 organization (Canada), or that it has obtained all requisite licenses and permits. Customer acknowledges that Bonterra is not associated with or responsible for the operation of any raffle, lottery, or similar activity. Customer acknowledges that Bonterra is not associated with or responsible for the operation of any raffle, lottery, or similar activity.

6.2 HIPAA. If Customer uses OneCause Services to solicit information from supporters through customized questions, Customer warrants that such questions will not solicit any information that constitutes protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Customer acknowledges that Bonterra is not responsible for the storage of private medical information for any users of OneCause Services.