

Service Level Agreement – The Giving Step

1.0 BACKGROUND; SERVICE DESCRIPTION. Reference is made to that certain The Giving Step Master Terms and Conditions (the “**Master T&Cs**”) and any Order or Statement of Work (each, an “**Order**” or “**SOW**”) issued thereunder, to which this Service Level Agreement (this “**SLA**”) is incorporated by reference. Capitalized terms used herein and not otherwise defined shall have the definitions ascribed thereto in the Master T&Cs or Order or SOW(s), as the case may be.

2.0 SERVICE AVAILABILITY. The Platform Services shall have a total uptime Service Availability (as defined below) of at least 99.9% in any calendar month (the “**Service Availability SLA**”). Where reasonably possible, the Provider will provide at least twenty-four (24) hours advance notice to Client of scheduled maintenance that is anticipated to be in excess of thirty (30) minutes. The Client’s sole and exclusive remedy for any failure by the Provider to meet the Service Availability SLA shall be in the form of Service Credits (as defined in Section 7.0 hereof) set forth below.

$$(A - B)/A * 100$$

A = Total minutes in measuring month.

B = Total minutes where Platform Services are not available for Client log-in or are substantially not functioning (excluding system maintenance) (each, a “**Service Interruption**”).

Note – Circumstances beyond the Provider’s control which are considered as an event of force majeure shall *not* constitute Service Interruptions.

Service Availability	Availability Service Credits
Less than 99.9% but equal to or greater than 99.0%	0.10 billable Support Services hours
Less than 99.0%	0.30 billable Support Services hours

3.0 SUPPORT SERVICES.

(a) Response and resolution times for Support Services will be measured from the time the Provider receives a “**Support Request**” (further described in Section 4.0 hereof) until, respectively, the Provider has (i) responded to that Support Request, in the case of response time, and (ii) resolved that Support Request, in the case of resolution time.

(b) “**Resolve**”, “**Resolved**”, “**Resolution**” and correlative capitalized terms mean, with respect to any particular Support Request, that the Provider has substantially mitigated any reproducible failure of the Platform Services to operate in a manner generally consistent with industry standards, including any problem, failure or error referred to in the table provided below (an “**Error**”).

(c) The Provider shall work to respond to and Resolve all Support Requests within the following times based on the Client's designation of the Error Level, subject to the Provider's good faith revision and reclassification (if applicable) of such designation after the Provider's investigation of the reported Error and consultation with the Client:

Error Level	Error Definition	Required Service Level Response Time and Resolution Procedure
1	<p>Business-Critical Failure:</p> <p>An Error that:</p> <p>(a) materially impacts the operations of the Client's ability to accept donations (excluding matching gifts) from donors; and</p> <p>(b) disables or materially impairs critical function(s) of the Platform Services.</p>	<p>Response Time:</p> <p>The Provider shall acknowledge receipt of a Support Request for a Business-Critical Failure within two (2) hours.</p> <p>Resolution Strategy:</p> <p>The Provider shall:</p> <p>(a) restore key functions of the Platform Services within twenty-four (24) hours after the Error Level 1 Response Time has elapsed; and</p> <p>(b) exercise best efforts to resolve the Error until material restoration of function is provided.</p>
2	<p>System Fault with Work-around:</p> <p>(a) a Level 1 Error for which the Client has received a system stable work-around; <u>or</u></p> <p>(b) an Error, other than a Level 1 Error, that substantially affects the operations of the Client's ability to accept donations or matching gifts; and disables or materially</p>	<p>Response Time:</p> <p>The Provider shall acknowledge receipt of a Support Request for a System Fault or, where applicable, the Client's written acceptance of a Level 1 Error work-around, within twenty-four (24) business hours.</p> <p>Resolution Strategy:</p> <p>The Provider shall, within two (2) Business Days after the Error Level 2 Response Time has elapsed, provide:</p>

	<p>impairs critical function(s) of the Platform Services.</p>	<p>(a) a temporary Platform Services fix, work-around, release or update release, that allows the Client to continue to use key functions of the Platform Services; and/or</p> <p>(b) plans for a long-term Platform Services fix or work-around, together with an estimated timeline for same.</p>
<p>3</p>	<p>Minor Error:</p> <p>An isolated or minor Error in the Platform Services that meets each of the following requirements:</p> <p>(a) does not affect material Platform Services functionality;</p> <p>(b) can or does impair or disables non-essential Platform Services functions; and</p> <p>(c) has no more than a minor effect on the operations of the Client's ability to process donations or matching gifts.</p>	<p>Response Time:</p> <p>The Provider shall acknowledge receipt of a Support Request for a Minor Error within seventy-two (72) business hours.</p> <p>Resolution Strategy:</p> <p>The Provider shall provide a resolution response to a Support Request for a Minor Error within ten (10) Business Days after the Error Level 3 Response Time has elapsed. <i>Note</i> – Any such resolution response may not, necessarily, include plans of an immediate resolution to such Minor Error, and may, instead be to indicate that the same has been added to a technical backlog list, at the sole, reasonable discretion of the Provider.</p>

4.0 SUPPORT REQUESTS. The Client may request Support Services by way of a Support Request. The Client may classify its requests for Error corrections in accordance with the Error Level designations set forth in the table in Section 3.0 hereof, otherwise the Provider shall make such classifications in its reasonable discretion. The Client shall use its best efforts to promptly notify the Provider of any Level 1 or 2 Errors of which the Client has actual knowledge. The Client shall notify the Provider of each Support Request by e-mail to a single e-mail address designated by the Provider, from time to time, in writing. The Provider, at its discretion, may provide the Client with additional instructions for how the Client should notify the Provider in the event of a Level 1 Error. All responses relating to Support Requests from the Provider will be delivered via response e-mail and such form of delivery shall be sufficient notice hereunder and under the Order or SOW and Master T&Cs without regard to any other notice provisions

as may be applicable. The Client shall include in each Support Request a description of the reported Error with as much specificity as possible, as well as the time the Client first observed the Error.

5.0 EXCLUSIONS AND ADDITIONAL CHARGES. Upon the Client's request, the Provider may elect to provide to the Client additional services outside of the scope of the Services included in any Order or SOW between the parties hereto. If a reported problem is outside the scope of Support Services, the Provider will notify the Client of same and reserves the right, upon the Client's *prior written approval*, to move forward and to charge the Client at the Provider's then-current standard hourly rates for all associated work. For any such approved work, the Client agrees to pay the Provider on or before the thirtieth (30th) day after such work is invoiced to the Client.

6.0 CLIENT OBLIGATIONS.

(a) The Client is solely responsible for its hardware and related electronic equipment, software, and Internet access to access and use the Platform Services. Acquiring, installing, maintaining and operating equipment, any Client software, and Internet access is solely the Client's responsibility. The Provider neither represents nor warrants that the Platform Services will be accessible through all browser releases or all versions of tablets, smartphones, or other computing devices. The Provider does not and cannot provide Support Services relating to the Client's inability to access the Platform Services on unsupported hardware or software.

(b) The Client is responsible for: (i) reporting Errors promptly; (ii) providing sufficient information for the Provider to duplicate the error, assess the situation, and undertake any needed or appropriate corrective action; (iii) otherwise following instructions or suggestions from the Provider regarding use, maintenance, upgrades, repairs, workarounds, or other related matters; and (iv) designating members of its staff to serve as the Client's system administrators to contact the Provider with support issues.

(c) The Provider's successful response and provision of Support Services is subject to the Client's assistance and compliance, including (i) at the Provider's reasonable request, the Client will provide the Provider with reasonable access to the Client's personnel and equipment during normal business hours to discuss and assess any problems or requests for assistance; and (ii) the Client will document and promptly report to the Provider all Errors or malfunctions of the Platform Services.

(d) It is the Client's responsibility to carry out procedures necessary at the Client's facilities for the rectification of Errors or malfunctions within a reasonable time after such procedures have been received from the Provider.

(e) The Provider must be able to reproduce Errors in order to resolve them. The Client agrees to cooperate and work closely with the Provider to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to the Client's approval on a case-by-case basis, users may be asked to provide remote access to their Platform Services account and/or desktop for troubleshooting purposes.

7.0 SUPPORT SERVICE CREDITS. If the Provider fails to respond to a Support Request within the applicable Service Level response time or to resolve a Support Request as set forth in the table above in accordance with the applicable Resolution Strategy and the corresponding timeframes set forth therein, then the Client will be entitled to the corresponding service credits specified in the table below ("**Support Service Credits**") – *provided that the relevant Error was not caused by the Client.*

Error Level	Support Service Credits For <u>Response Time Service Level Failures</u>	Support Service Credits For <u>Resolution Strategy Service Level Failures</u>
1	Support Service Credits in an amount equal to 0.50 billable Support Services hours for each one (1) hour by which the Provider's response exceeds the required Level 1 Response Time.	Support Service Credits in an amount equal to 0.50 billable Support Services hours for each one (1) hour that the Provider's response exceeds the relevant timeframe(s) set forth in the Level 1 Resolution Strategy, above. (Solely as an example and for the avoidance of any doubt, such Service Credits shall <i>not</i> accrue unless and until the Provider has failed to restore key functions of the Platform Services within twenty-four (24) hours after the Error Level 1 Response Time has elapsed.)
2	Support Service Credits in an amount equal to 0.50 billable Support Services hours for each one (1) hour by which the Provider's response exceeds the required Level 2 Response Time.	Support Service Credits in an amount equal to 0.25 billable Support Services hours for each one (1) hour that the Provider's response exceeds the relevant timeframe(s) set forth in the Level 2 Resolution Strategy, above.
3	No Support Service Credits are applicable for Error Level 3 Response Time.	Support Service Credits in an amount equal to 0.25 billable Support Services hours for each one (1) hour that the Provider's response exceeds the relevant timeframe(s) set forth in the Level 3 Resolution Strategy, above.

8.0 OTHER SERVICE CREDIT GENERAL TERMS.

8.1 Compensatory Purpose. The Parties agree that all Service Credits (Availability Service Credits and Support Service Credits) recited hereunder are not a penalty. The Parties acknowledge and agree that the Service Credits are reasonably representative of actual costs. The Provider's crediting of the Service Credits to the Client's account to offset the Client's costs payable to the Provider is the Provider's sole liability and entire obligation and the Client's exclusive remedy for any breach of the Provider's Service Level obligations.

8.2 Issuance of Service Credits; Service Credit Cap.

(a) In order to receive any of the Availability Service Credits for Service Availability SLA failures described above, the Client must notify the Provider within thirty (30) days from the day that the Client becomes eligible to receive such Service Credit. Failure to comply with this requirement will forfeit the Client's right to receive any Service Credit.

(b) The Provider shall, for each invoice period under the applicable Order or SOW, issue to the Client, together with the Provider's invoice for such period, provide a written acknowledgment setting forth all Service Credits to which the Client has become entitled during that invoice period. At the Provider's discretion, the Provider may either apply the Client's Service Credits toward an extension of the Client's subscription to the Platform Services or the Provider may apply the Client's Service Credits toward the Client's next renewal of the Client's subscription to the Platform Services.

(c) IN NO EVENT SHALL THE AMOUNT OF SERVICE CREDITS ISSUED FOR ANY MONTH EXCEED **SEVENTY-TWO (72)** BILLABLE SUPPORT SERVICES HOURS (WITHOUT REGARD TO THE NUMBER OF HOURS ACTUALLY CALCULATED HEREUNDER IF SUCH AMOUNT EXCEEDS **SEVENTY-TWO (72)** HOURS – FOR THE AVOIDANCE OF ANY DOUBT, SUCH SERVICE CREDIT HOURS SHALL NOT ACCRUE, BANK, OR OTHERWISE TRANSFER ACROSS MONTHS).