

boodle, Inc.
Software as a Service Terms of Service

PLEASE READ CAREFULLY: BY UTILIZING THE SOFTWARE SERVICE PROVIDED HEREIN YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

These Software as a Service Terms of Service (“Terms”) govern your use of “boodleAI”, a proprietary software platform developed and owned by boodle, Inc. (“boodle”).

I. DEFINITIONS.

a. “boodleAI” means boodle’s proprietary charitable fundraising platform, including software and algorithms and any new releases, upgrades, updates, bug fixes, or modified versions thereto that may be provided by boodle.

b. “boodleAI Administrator” means the person You designate to authorize Users under these Terms, create accounts for additional Users, and/or otherwise administer Your use of boodleAI.

c. “Data” means any of Your information, documents, or electronic files that are provided/made available to boodle in connection with your use of boodleAI. Data includes the Database of Record.

d. “Documentation” means the online documentation provided at <https://www.boodle.ai>

e. “Effective Date” means the date on which You first obtain access to boodleAI.

f. “Error” means any reproducible material failure of boodleAI to function in accordance with its Documentation.

g. “Force Majeure” means that if and to the extent boodle’s or Your performance under these Terms is prevented, hindered, or delayed by fire, flood, explosion, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, strikes, vandalism, sabotage, epidemic, disease, quarantine, government health alerts that prohibit or restrict travel or an individual from reporting to a work location, or any other similar cause beyond the reasonable control of such party, and such non-performance, hindrance, or delay could not have been prevented by reasonable precautions, then the non-performing, hindered, or delayed party will be temporarily excused for such non-performance, hindrance, or delay, as applicable, of those obligations affected by the event of Force Majeure for as long as such event of Force Majeure continues and provided: (i) such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans, or other means; and (ii) the party whose performance is prevented, hindered, or delayed by the event of Force Majeure immediately notifies the other party of such event.

h. “Intellectual Property Rights” means any and all intellectual property rights of the Parties under the statutory or common law of any jurisdiction, including: (i) trademarks, service marks, trade names, slogans, domain names, logos, and trade dress (including all goodwill associated with the foregoing), and registrations and applications for registrations thereof; (ii) utility models,

supplementary protection certificates, statutory invention registrations, patents and applications for same, and extensions, divisions, continuations, reexaminations, and reissues thereof; (iii) trade secrets, including ideas, designs, concepts, compilations of information, methods, techniques, procedures, processes, and other know-how, whether or not patentable; and (iv) copyrights, moral rights, other rights in works of authorship, and registrations and applications for registration of the foregoing.

i. **“Maintenance Windows”** means, collectively, standard maintenance and emergency maintenance. Standard maintenance windows will be published in advance on Campaign Partners’ website at least 72 hours in advance of the start of the standard maintenance window. Emergency maintenance will occur as needed. Campaign Partners will make reasonable efforts to publish emergency maintenance windows on Campaign Partners’ website in advance of the emergency maintenance window, but it is possible that advanced notification of an emergency window may not occur.

j. **“Support”** means the ongoing services by boodle as defined in Section IV below.

k. **“Update”** means any patch, bug fix, release, version, or routine modification to boodleAI.

l. **“User”** means a fundraiser engaged by You to raise funds on Your behalf through boodleAI.

m. **“You”, “Your,” and “Yours”** mean the subscriber to boodleAI.

II. **TERM.** These Terms shall remain in effect for one (1) year from the Effective Date and automatically renew unless You give boodle written notice of cancellation at least thirty (30) days prior to the end of the term.

III. LICENSE.

a. **Use of boodleAI.** boodle grants You a non-exclusive, non-transferable, non-sublicensable, and non-assignable right: (i) to have the number of licenses that correspond to Your payment plan and enable Your users to use boodleAI to identify and contact potential charitable donors on Your behalf; and (ii) to manage such access and use. Each User’s access to/use of boodleAI shall be pursuant to a license (“User License”) granted by boodleAI to You. The total number of User Licenses shall correspond to the number of Users. User Licenses are non-transferable, non-sublicensable, and non-assignable.

b. **Restrictions.** You shall not, and shall not permit Your boodleAI Administrator or Your Users, to: (i) copy, modify, translate, decompile, bootleg, reverse engineer, disassemble, or extract the inner workings of boodleAI; (ii) merge or incorporate any form, portion, or edition of boodleAI with other programs or create a derivative work therefrom; (iii) copy the look-and-feel or functionality of boodleAI; (iv) remove any proprietary notices, marks, labels, or logos from boodleAI; (v) distribute, sublicense, loan, rent, lease, export, re-export, resell, ship, divert, assign, or transfer boodleAI to any other party without boodle’s prior written consent.

c. **Ownership.** boodle owns all right, title, and interest to boodleAI, which will remain vested exclusively in boodle. Likewise, all Intellectual Property Rights in boodleAI are owned by, and will

remain vested exclusively in, boodle. Any rights in and to boodleAI not expressly granted to You herein are reserved to boodle.

d. boodleAI Administrator. You shall designate one or more boodleAI Administrators. The boodleAI Administrator shall ensure that multiple Users do not share a password or user name. You acknowledge and agree that You are prohibited from sharing passwords and/or user names with unauthorized users.

e. Data. You own all right, title, and interest in the Data. You hereby grant boodle a non-exclusive, non-transferable (except as set forth in Section IX(d) below), non-sublicensable right and license to use, copy, transmit, and modify the Data to: (i) enrich with boodle's proprietary data in order to form a robust donor profile that can be used in boodle's algorithms; (ii) remove Your existing donors from Users' contact lists so that such donors will not appear in Users' lists of recommended donors; and (iii) compare to the Database of Record as of the date You were onboarded in order to account for donations attributable to boodleAI. You also grant to boodle a non-exclusive, non-transferable, non-sublicensable right and license to display the Data, except for the Database of Record.

f. Your Responsibilities. You acknowledge that boodleAI is not intended for use with protected health information under HIPAA, credit card numbers (except to the extent required for payment), or other similarly-sensitive personal information, and that You assume all risk arising from Your use of any such sensitive information with boodleAI, including the risk of inadvertent disclosure thereof. You are responsible for ensuring that Your and Your boodleAI Administrator's use of boodleAI complies with all applicable laws and governmental regulations and You acknowledge that You assume all risk arising from any such use that is not compliant with applicable laws and regulations.

g. Security. You are solely responsible for maintaining the security of all user names and passwords granted to You, for the security of the information You use to access boodleAI, and for Your boodleAI Administrator's compliance with these Terms. boodle will consider any electronic communications it receives under Your user names to have been sent by You. You will immediately notify boodle if You become aware of any loss or theft or unauthorized use of any of Your passwords or user names. boodle has the right at any time to terminate or suspend any boodleAI Administrator's or User's or Your access to boodleAI if boodle believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of boodleAI or boodle's network.

IV. WARRANTY.

a. "As Is." boodleAI is licensed to You "as is" with no warranty. You may obtain Support as set forth in Section IV below.

b. Disclaimer. BOODLE EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. BOODLE DOES NOT WARRANT THAT BOODLEAI WILL MEET YOUR REQUIREMENTS, THE OPERATION OF BOODLEAI WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN BOODLEAI WILL

BE CORRECTED. THE SUPPORT SET FORTH IN SECTION V BELOW IS YOUR SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES THAT MAY BE AVAILABLE TO YOU AT LAW OR IN EQUITY.

V. SUPPORT.

a. General. boodle shall use commercially reasonable efforts to make boodleAI available to You.

b. Updates. boodle shall deliver Updates to boodleAI to You at no additional charge.

c. Error Correction. boodle shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround as soon as possible during boodle’s normal business hours. You shall provide such access, information, and support as boodle may reasonably require in the process of resolving any Error. This section is Your sole and exclusive remedy for Errors.

d. Support Exclusions. boodle is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support was created in whole or in part by:

- i. Your acts, omissions, negligence, or willful misconduct, including any unauthorized modifications of boodleAI or its operating environment;
- ii. Any failure or defect of Your or a third party’s equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of boodle’s control);
- iii. Your use of boodleAI other than in accordance with the Documentation; or
- iv. An event of Force Majeure.

e. Service Level Commitments, Disclaimers, and Limitations. boodle guarantees that boodleAI will be accessible to Your authorized Users 97% of the time in any given calendar month, excluding Maintenance Windows. Notwithstanding the foregoing, boodle does not guarantee network availability between Your and boodle’s hosting servers, as such availability can involve numerous third parties and is beyond the control of boodle. boodle will not be liable for nor provide any service credits hereunder for any downtime caused in whole or part by a third-party data center provider nor for any downtime that You experience because of Your or Your Users’ own network connectivity issues. If You experience an outage and are unable to access boodleAI, You must immediately contact boodle’s help desk, providing any/all necessary information that may assist boodle in determining the cause of the outage. boodle will determine in good faith whether the outage was within boodle’s reasonable control. If boodle determines that a timely reported outage was attributable to boodle, then boodle will credit You one (1) day of fees for every 2 hours of downtime You experienced, up to a maximum of half of that month’s fees. This shall be Your sole remedy, and boodle’s sole liability, for boodle’s failure to provide the guaranteed availability set forth in this Subsection e.

VI. FEES.

A. Annual Fees. Annual fees are determined in accordance with your prescribed plan.

B. Transaction Fee. For each donation made to Customer via the boodleAI payment platform, Boodle will deduct a STRIPE transaction fee of 2.2% + \$.30. For trial period plans, the total processing fee including the STRIPE transaction fee is 5%.

VII. LIMITATION OF LIABILITY. WITH THE EXCEPTION OF CLAIMS FOR BREACH OF CONFIDENTIALITY AND INDEMNIFICATION UNDER SECTIONS IX AND X BELOW, RESPECTIVELY, AS TO WHICH THERE ARE NO LIMITATIONS ON LIABILITY, IN NO EVENT SHALL THE PARTIES BE LIABLE TO EACH OTHER, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUES, INCONVENIENCE, LOSS OF GOODWILL, OR OTHER ECONOMIC OR COMMERCIAL LOSS, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES' TOTAL LIABILITY ARISING FROM OR RELATED TO A CLAIM UNDER THESE TERMS SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID BY YOU TO BOODLE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE PARTY AGAINST WHICH THE CLAIM IS BEING MADE LEARNS THEREOF.

VIII. TERMINATION. Either party can terminate these Terms upon 10 days written notice. Absent such termination, these Terms shall automatically renew.

IX. CONFIDENTIALITY.

a. Confidential Information. The term "Confidential Information" means: (i) these Terms; and (ii) all information, other than as set forth in Subsection b below, that is disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with these Terms and would be useful to the Disclosing Party's competitors or potential competitors, including: business plans, methods, and processes; sales and marketing plans and strategies; pricing information; financial data; competitive analyses; bid and proposal information; employee manuals, salary, and benefits information; designs and technical data; inventions; trade secrets and other intellectual property; contracts; customer lists and contacts (including the Data); databases; prototypes; proprietary software (including boodleAI); and information that was entrusted in confidence to the Disclosing Party by any of its customers, business partners, contractors, or vendors.

b. Exclusions. The term "Confidential Information" does not include any information that: (i) was in the public domain at the time of disclosure; (ii) following disclosure, is published or otherwise becomes part of the public domain through no fault or cause of the Receiving Party; (iii) was in the possession of the Receiving Party at the time of disclosure and was not the subject of a pre-existing confidentiality obligation; (iv) was received by the Receiving Party after lawful disclosure from a third party that was not bound by any duty of confidentiality; or (v) was independently developed by the Receiving Party without the use of any Confidential Information.

c. Use. The Receiving Party acknowledges that Confidential Information is the sole and exclusive property of the Disclosing Party, and that the Disclosing Party has a legitimate business

interest in preserving and protecting the confidentiality of Confidential Information. Accordingly, both during and for five (5) years after expiration or termination of these Terms, the Receiving Party will hold Confidential Information in strict confidence and (i) will limit access to Confidential Information to its officers, directors, and/or employees, and contractors on a “need to know” basis and who are bound to protect third party confidential information on terms at least as protective as set forth in these Terms; (ii) will not disclose or disseminate Confidential Information to any third party, except where expressly directed to do so in writing by an authorized representative of the Disclosing Party, or where required to do so by lawful order of any court of competent jurisdiction or other governmental authority (in which case the Receiving Party, where reasonably practicable, shall give the Disclosing Party timely notice of such order so as to give the Disclosing Party an opportunity to intervene to preserve the information’s confidentiality); or (iii) will not use Confidential Information for the Receiving Party’s benefit or the benefit of any third party (except to the extent Confidential Information may be shared with Users for the purposes contemplated by these Terms), or for any purpose other than the performance of the Receiving Party’s obligations under these Terms. Where the Confidential Information constitutes a trade secret, the Receiving Party will hold the Confidential Information in confidence until the point in time when the Confidential Information no longer constitutes a trade secret under applicable law.

d. Unauthorized Disclosure. The Receiving Party will take all actions necessary and appropriate to avoid the unauthorized disclosure of Confidential Information. If the Receiving Party is not certain as to whether information is Confidential Information, it will treat the information as Confidential Information unless and until the Receiving Party has been advised in writing by the Disclosing Party that the information is not Confidential Information.

e. No Reverse Engineering. The Receiving Party shall not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that constitute, contain, or embody Confidential Information and which are provided to the Receiving Party hereunder.

f. Return of Information. Immediately upon termination of these Terms, the Receiving Party will return or, at the Disclosing Party’s request, destroy all Confidential Information in the Receiving Party’s possession, custody, or control, and certify in writing that all Confidential Information has been returned or, as applicable, destroyed.

g. Representations. During the Term, the parties will not improperly use or disclose any confidential information of any other person or entity. In particular, the parties represent, warrant, and covenant that: (i) performance of their obligations under these Terms will not knowingly conflict with, or result in a breach or violation of, any obligation or agreement they may have with any other person or entity regarding their confidential information; (ii) by virtue of their access to the confidential information of any other person or entity, the parties are not knowingly suspended, debarred, or otherwise precluded by law, regulation, or otherwise from performing their obligations under these Terms; and (iii) the parties have not knowingly used, disclosed, or revealed to each other, and during the Term will not knowingly use, disclose, or reveal to each other, any confidential information of any other person or entity. The parties also covenant and agree to immediately notify each other of any circumstances that impact the accuracy of any of the foregoing representations.

X. INDEMNIFICATION

a. General. The parties shall indemnify and hold each other harmless from and against any claims brought by third parties, and any costs or liabilities (including reasonable attorneys' fees) resulting therefrom, arising out of the Parties' negligence, willful misconduct, or performance of their obligations under these Terms.

b. Infringement. Boodle shall indemnify You by: (i) defending any claim and any lawsuit brought against You alleging that boodleAI, as originally delivered by boodle to You under these Terms, directly infringes a US patent in existence as of the date of delivery of boodleAI to You ("Infringement Claim"), so long as You promptly notify boodle in writing by as to any such claim, give boodle reasonable authority and control of the defense, and provide boodle all reasonable requested information and assistance for resolving or defending the Infringement Claim; and by (ii) paying all damages finally awarded against You by a court of competent jurisdiction to the extent based upon the Infringement Claim. For any non-boodleAI-branded products, including any third-party software, obligations for IP infringement claims shall be limited to any indemnities or defense commitments provided by such third-party supplier. If boodle is subject to an Infringement Claim or, if in boodle's judgment may become subject to an Infringement Claim, boodle's obligations under this Section shall be fulfilled if at any time boodle, in its sole discretion: (iii) obtains a license for You to continue to use boodleAI; (iv) replaces or modifies boodleAI so as to be substantially functionally equivalent but non-infringing; or (v) refunds the purchase price paid to boodle for boodleAI less a reasonable charge for straight line depreciation and/or prior use. boodle shall have no liability to You for any alleged or actual infringement in connection with Your uses of boodleAI after boodle's notice to You to cease use of boodleAI.

c. Exclusions. boodle shall have no liability to You under these Terms (i) for any damages based upon a per-use royalty or Your revenues, or upon any damages theory other than a reasonable royalty applied to, or lost profits of the patent owner based on, the purchase price paid by You to boodle for the use of boodleAI; or (ii) for any alleged or actual infringement arising out of (aa) use of boodleAI in connection or in combination with equipment or software not provided by boodle, (bb) use of boodleAI in a manner for which it was not designed, provided that boodle provides You written documentation specifying the manner in which boodleAI was designed for use, (cc) any modification of boodleAI by anyone other than boodle or its contractors, (dd) those of Your designs, specifications, guidelines or instructions not approved in advance by boodle, or (ee) use of boodleAI in a patented process. boodle shall not be responsible for any compromise or settlement made by You without boodle's prior written consent.

d. Indemnification Process. The indemnified party shall promptly notify the indemnifying party in writing of any third-party claim, stating the nature and basis of the third-party claim to the extent known. The indemnifying party shall have sole control over the defense and settlement of any third-party claim, provided that, within fifteen (15) days after receipt of the above-described notice, the indemnifying party notifies the indemnified Party of its election to so assume full control. The foregoing notwithstanding, the indemnified party shall be entitled to participate in the defense of such third party claim and to employ counsel at its own expense to assist in the handling of such claim, except that the indemnified party's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent that (i) the indemnifying party fails or refuses to assume control over the defense of the third party claim within the time period set forth above; (ii) the indemnified party deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary

injunction against it; or (iii) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. The indemnifying party shall not settle any such third-party claim without the written consent of the indemnified party, except for a complete settlement requiring only the payment of money damages to be paid by the indemnifying party.

e. Sole Remedy. SUBJECT TO SECTION VII ABOVE, THIS SECTION PROVIDES YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF AN INFRINGEMENT CLAIM.

XI. GOVERNING LAW, RESOLUTION OF DISPUTES.

a. Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of law principles thereof.

b. Informal Dispute Resolution.

i. Prior to initiating litigation under Subsection c below, a party (the “Disputing Party”) shall provide the other party (the “Responding Party”) with written notice describing the basis for the dispute in reasonable detail. Within ten (10) days after receiving such notice, the Responding Party shall provide the Disputing Party with a written response addressing each of the matters raised by the Disputing Party.

ii. Within ten (10) days after the Disputing Party’s receipt of the Responding Party’s response, each Party shall appoint a representative who is authorized to reach a negotiated resolution of the dispute. The Parties shall then have thirty (30) days, or such other time as they may mutually agree upon in writing, to resolve the dispute by themselves.

iii. The initiation and pendency of the process under this section does not relieve the Parties from their respective obligations under these Terms.

c. Litigation. All claims arising under or related to these Terms shall be exclusively resolved in the state and federal courts located in Alexandria or Fairfax Counties, Virginia. The parties hereby irrevocably and unconditionally consent to the jurisdiction of those courts and agree to waive any right to trial by jury.

XII. REPRESENTATIONS OF THE PARTIES. Each party hereby represents and warrants that:

a. Duly Authorized. The acceptance of these Terms have been duly authorized by all requisite action on its part.

b. Valid and Binding Agreement. These Terms constitute its legal, valid, and binding agreement, and is enforceable against it in accordance with these Terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, or similar legal requirements affecting creditors’ rights generally, or by principles governing the availability of equitable remedies).

c. No Violation of Corporate Obligations. The acceptance of these Terms will not, to the best

of its knowledge: (i) conflict with or result in any violation of any provision of its corporate documents, each as amended as of the Effective Date; (ii) conflict with, result in any violation or breach of, constitute a default under, give rise to any right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any note, bond, mortgage, indenture, lease, license, contract or other instrument to which it is a party or by which any of its properties or assets are or may be bound; or (iii) violate any legal requirement to which it is subject.

XIII. GENERAL.

a. Assignment. Neither Party will assign these Terms or any part hereof or any benefit or interest therein without the prior written consent of the other Party.

b. Survival of Provisions. Sections IV, VII, IX, X, and XI shall survive the expiration or termination of these Terms.

c. Nature of the Parties' Relationship. The Parties shall be considered independent contractors for all purposes. These Terms do not and will not be deemed to create a joint venture, partnership, fiduciary, or agency relationship between the Parties for any purpose.

d. Notices. Wherever under these Terms a party is required or permitted to give notice to the other party, such notice shall be delivered via email. Any such notice will be addressed as follows:

In Your case:
The email address used to register Your account.

In the case of boodle:
contracts@boodle.ai

Either party may change its email address for notices upon giving ten (10) days written notice of the change to the other party in the manner provided above.

e. Severability. If any provision of these Terms or the application thereof is declared judicially to be invalid, unenforceable, or void, such decision will not be deemed to invalidate or void the remainder of these Terms, and it is the intent and agreement of the parties that any such provision be modified to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision therefor that is legal and enforceable and that achieves the same objective.

f. Compliance with Laws. The parties shall comply with all applicable laws, regulations and orders and the like then prevailing and shall hold each other harmless from any claim, liability, cost or expense arising out of a violation thereof.

g. Entire Agreement. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings, whether written or oral, between the parties with respect to the subject matter hereof.

h. Captions. The section titles contained in these Terms are for reference purposes only and will not affect in any way the meaning or interpretation of these Terms.