

Software and Service Information

Service Flex Program

1. **Applicability.** The terms contained herein apply to the extent that Client has subscribed to the Service Flex Program (“SFP”) via an Order Document.
2. **Subscription to SFP.** Client purchases an annual subscription to the SFP pursuant to an Order Document. All Service Reserve Units (“SRUs”) issued pursuant to that SFP subscription are non-refundable.
3. **Allocation and Contract Year.**
 - a. **Contract Year.** Contract Year means each 12-month period beginning on the Effective Date and on each subsequent anniversary of the Effective Date, unless the parties agree in writing to a different period.
 - b. **Annual Allotment.** At the start of each Contract Year, Benevity will make available to Client the SRU allotment included in its subscription to SFP for that Contract Year.
 - c. **Proration for Partial Contract Year.** If Client first subscribes to the SFP on a date other than the Effective Date, the initial allotment of SRUs will be prorated so that it covers only the period from the purchase date to the next anniversary of the Effective Date.
4. **Lapse of Unused SRUs.** Any SRUs not used by the end of the applicable Contract Year will automatically lapse and cease to be available for use; they cannot later be reactivated, credited, or otherwise recovered. The same applies if the applicable Order Document and/or Client’s agreement with Benevity terminates or expires for any reason before the end of a Contract Year.
5. **Balance Information.** Client may check its current SRU balance through its Benevity Client Success Manager.
6. **Permitted Use.** SRUs may be applied solely towards eligible post-launch services listed in Benevity’s then current [Service Descriptions](https://info.benevity.com/rs/970-BMO-559/images/Benevity_Service_Descriptions.pdf)¹. Benevity reserves the right to modify the Service Descriptions at any time and makes no guarantee that any particular service will be available for purchase using SRUs.
7. **General.** SRUs are not legal tender or currency of any kind and have no cash value and cannot under any circumstances be redeemed for cash or its equivalent. Client may not transfer or sell SRUs, whether paid for or provided as part of a promotion, to any other person or entity, and SRUs may only be used by the Client. In the event of any conflict between these terms and Client’s agreement with Benevity, these terms will govern solely with respect to the issuance, use and validity of SRUs and the SFP.

¹ https://info.benevity.com/rs/970-BMO-559/images/Benevity_Service_Descriptions.pdf

8. **Defined Terms.** Capitalized terms used but not defined herein will have the meanings given in the MSA available online [here](#).²

Last Updated: April 2026

² <https://go.benevity.com/hubfs/website/legal/Master-Services-Agreement.pdf>