raisin

Services Agreement

Between Raisin Software and the Organization

Version	09-2026
Governing Law	Province of Ontario, Canada

This Agreement is between Raisin Software (A.K.A. New Media Inc.) and the Organization named in the applicable Order or Statement of Work. It sets out the terms under which Raisin Software provides its services. By signing an Order, registering for free services, or using any services, the Organization agrees to these terms.

1. Definitions

These terms have the following meanings throughout this Agreement:

Agreement — this Services Agreement, including all Orders and SOWs.

AI Features — any Cloud Service feature that uses machine learning or artificial intelligence to generate, suggest, score, or automate content or recommendations.

AI Outputs — content generated by AI Features in response to prompts from the Organization, its users, or any donor or participant using the Cloud Services.

Authorized Users — the Organization's employees and contractors who are permitted to access the Cloud Services under this Agreement.

Cloud Services — the software-as-a-service platform Raisin Software provides to the Organization as described in an Order. Does not include Professional Services.

Data Standards — the Data, Privacy & AI Standards and the Data Security Standards published at raisinsoftware.org, incorporated into this Agreement by reference.

Documentation — user guides, online help, release notes, and training materials Raisin Software provides about the Cloud Services.

Effective Date — the date of the first Order or SOW signed by both parties.

Fees — all amounts the Organization owes Raisin Software under an Order or SOW.

Free Services — any Cloud Services Raisin Software makes available at no charge.

Malicious Code — viruses, worms, time bombs, Trojan horses, or any other harmful code.

Order — a signed ordering document that references this Agreement and sets out the services the Organization is purchasing.

Organization — the entity entering into this Agreement as named in the applicable Order or SOW.

Organization Data — all data and content the Organization and its users upload to the Cloud Services.

Professional Services — implementation, configuration, custom development, or training provided under a SOW. Distinct from Cloud Services.

Services — Cloud Services, Professional Services, Support Services, and Free Services, collectively.

SOW — a statement of work signed by both parties for Professional Services.

Support Services — technical support for the Cloud Services as described in an Order.

Usage Data — anonymized, aggregate data about how the Services are used (e.g., feature adoption, session signals). Does not include Organization Data or donor personal information.

2. The Services

2.1 Cloud Services

Raisin Software will make the Cloud Services available in accordance with this Agreement and any Order. The specific services, features, and configuration are set out in the applicable Software Schedule within the Order.

2.2 Support Services

Support is provided in accordance with the Support Services Schedule in the Order.

2.3 Professional Services

If the Organization requests Professional Services, those will be governed by a SOW. Standard rates are $200/hour ($180/hour with the non-profit discount). All Professional Services must be confirmed by the Organization in advance.

2.4 AI Features

Where the Cloud Services include AI Features, the following terms apply:

(a) Disclosure. Raisin Software will identify any AI-powered feature in the applicable Documentation or Software Schedule. AI Features are labelled in the platform at the campaign level.

(b) Data Use. Raisin Software does not use donor names, email addresses, or other directly identifying personal information to train any AI model. Raisin Software may use anonymized behavioural and outcome-linked signals for platform intelligence, as described in the Data Standards.

(c) AI Provider. Where AI Features are powered by a third-party provider, Raisin Software maintains a Data Processing Agreement that prohibits use of Organization Data for model training and limits output retention to 30 days. Details are published at trust.raisinsoftware.org.

(d) Human Control. No AI-generated output is published or sent on behalf of the Organization or any user without a human actively choosing to do so.

(e) AI Incidents. If an AI Feature causes a material error affecting Organization Data or donor communications, Raisin Software will notify the Organization within 72 hours of confirming the incident.

(f) Policy. AI Features are also governed by the Data Standards, incorporated by reference in Section 5.1.

(g) AI Output Ownership. AI Outputs are owned by the Organization upon generation. Raisin Software does not claim any ownership in AI Outputs. The Organization is responsible for managing content rights with its own end users (donors, participants, fundraisers) under its own terms and policies. Raisin Software retains a limited license to process AI Outputs for quality assurance and service delivery only, within the 30-day retention period.

(h) Model Updates. If Raisin Software makes a material change to the AI model powering an AI Feature — such as switching providers or a significant version update — it will give the Organization at least 14 days' written notice where practicable. Model updates are not service level failures or warranty breaches. Minor updates may be deployed without notice.

(i) AI Regulatory Compliance. The Organization is responsible for ensuring its use of AI Features complies with applicable laws in its jurisdiction, including Colorado's Artificial Intelligence Act (effective January 1, 2027) and the California Consumer Privacy Act. Raisin Software does not represent that AI Features satisfy any specific jurisdiction's AI requirements. The Organization should seek legal advice before using AI Features in contexts involving significant decisions affecting individuals.

2.5 Free Services

Free Services are provided "as is" without warranty. Raisin Software has no indemnification obligation for Free Services and its liability is capped at $1,000 where exclusions are not enforceable by law. Free Services can be terminated by either party at any time.

2.6 Changes

Raisin Software may update the Cloud Services, Documentation, and related schedules (including the Data Standards and Privacy Policy) over time. Any update will: (a) replace the prior version; (b) not reduce service levels, functionality, or security; and (c) for material changes to data, privacy, or AI practices, be communicated to the Organization at least 30 days before taking effect.

3. Access and Use

3.1 What the Organization May Not Do

The Organization must not, and must not allow any Authorized User to:

- share access to the Cloud Services with anyone outside the Organization and its subsidiaries (unless an Order says otherwise);
- sell, sublicense, rent, or include the Cloud Services in a service bureau or outsourcing offering;
- use the Cloud Services to store or transmit infringing, unlawful, or defamatory content, or content that violates third-party privacy rights;
- upload or transmit Malicious Code;
- interfere with or disrupt the Cloud Services;

- attempt to gain unauthorized access to the Cloud Services or related systems;
- circumvent any usage limits or access Raisin Software's intellectual property beyond what this Agreement permits;
- modify, copy, or create derivative works of the Cloud Services or any part of its interface;
- copy Documentation beyond what this Agreement permits;
- frame or mirror any part of the Cloud Services;
- reverse engineer, decompile, or disassemble the Cloud Services to build a competitive product or service, use its ideas or graphics, or determine its patent scope;
- attempt to circumvent, manipulate, or extract the instructions, training data, or prompts underlying any AI Feature ("jailbreaking");
- use AI Features to generate false, misleading, or deceptive content — including fabricated donor stories or false impact claims; or
- use AI Outputs to train a competing AI or machine learning model.

3.2 Usage Limits

Raisin Software may impose limits and suspend or restrict the Services if unusual activity levels could impair the platform or affect other customers.

3.3 Suspension

Raisin Software may suspend the Organization's access without liability if:

- a security threat or system failure endangers Raisin Software's systems;
- required by law enforcement or a regulatory agency;
- continued service would cause Raisin Software to breach applicable law;
- the Organization is in breach of Section 3.1; or
- the Organization has unpaid, undisputed Fees.

Raisin Software will notify the Organization before suspending access where practicable, and will restore access as soon as the cause is resolved.

3.4 Beta Services

Beta Services are for testing only. Raisin Software may change, suspend, or discontinue them at any time with or without notice. Beta Services carry no warranty and Raisin Software has no liability for any harm arising from them. Raisin Software may charge for Beta Services with advance notice, but participation creates no obligation to purchase.

4. Obligations

4.1 Organization Obligations

The Organization will:

- cooperate with Raisin Software and provide timely access to data and personnel needed to deliver the Services;
- be responsible for the accuracy, quality, and legality of Organization Data;
- comply with applicable laws;
- provide access to its facilities and systems where services are delivered on-site;
- maintain IT and telecommunications systems that meet Raisin Software's reasonable specifications;
- if using Raisin Software as an embeddable component, maintain website systems that meet Raisin Software's reasonable specifications;
- take reasonable steps to prevent unauthorized access to the Cloud Services and promptly notify Raisin Software of any breach;
- obtain all necessary licences, consents, and authorizations for Raisin Software to deliver the Services; and
- be responsible for all acts and omissions of its Authorized Users.

The Organization must not use the Services for illegal purposes or to transmit content that is unlawful, defamatory, harassing, threatening, harmful, obscene, or otherwise objectionable. Raisin Software may terminate access if there are reasonable grounds to believe the Services have been used for illegal or unauthorized activity.

4.2 PCI DSS Compliance

Both parties will comply with the Payment Card Industry Data Security Standard (PCI DSS) in relation to cardholder data. Raisin Software will maintain PCI DSS compliance and provide the Organization with its Attestation of Compliance and PCI DSS Responsibility Matrix. The Organization is responsible for its share of PCI compliance obligations as set out in the Responsibility Matrix.

4.3 Raisin Software Not at Fault

Raisin Software is not in breach of this Agreement and is not liable for failing to perform its obligations if the failure is caused by: (a) the Organization's own failure to perform; (b) the Organization using a third-party product or service linked to the Cloud Services; (c) any act, omission, or breach by the Organization; or (d) the Organization's violation of applicable law.

5. Data Security

5.1 Protection of Organization Data

Raisin Software will maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Organization Data. Organization Data is handled in accordance with the Data Standards:

- Data, Privacy & AI Standards: https://www.raisinsoftware.org/data-privacy-ai-standards
- Data Security Standards: https://www.raisinsoftware.org/data-security-standards

Both documents are incorporated into this Agreement by reference.

5.2 Incident Notification

If a confirmed security incident is known or reasonably suspected to affect Organization Data, Raisin Software will notify the Organization within 72 hours of confirming the incident. This timeline applies to both conventional security incidents and material errors caused by AI Features. Full incident response obligations are set out in the Data Standards. Service level commitments, including Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs), are set out in Section 5.3.

5.3 Service Level Agreement

Availability. Raisin Software will use commercially reasonable efforts to make the Cloud Services available at least 99.9% of the time in each calendar month ("Availability Commitment"). Availability is measured as: (Total Minutes in Month − Excluded Minutes − Downtime) ÷ (Total Minutes in Month − Excluded Minutes). "Excluded Minutes" means downtime caused by: (a) scheduled maintenance notified at least 48 hours in advance, not exceeding 8 hours per calendar month; (b) emergency maintenance; (c) Force Majeure Events; (d) acts or omissions of the Organization or its Authorized Users; or (e) third-party service failures outside Raisin Software's reasonable control.

Incident Severity and Recovery Time Objectives. For non-Force Majeure incidents, Raisin Software will use commercially reasonable efforts to restore the Cloud Services within the following Recovery Time Objectives (RTOs), measured from the time Raisin Software confirms the incident:

Severity	Definition	RTO
Critical (P1)	Full service unavailability; no workaround possible	1–4 hours
Major (P2)	Significant feature degradation; partial workaround available	4–8 hours
Minor (P3)	Limited impact; workaround exists	24–48 hours

Force Majeure. Force Majeure Events are excluded from the Availability Commitment and SLA uptime calculations. Where a disruption is caused by a Force Majeure Event (as defined in Section 13.12), Raisin Software will use best efforts to restore the Cloud Services as soon as reasonably practicable. No specific RTO is guaranteed for Force Majeure Events.

Recovery Point Objective. The Recovery Point Objective (RPO) is no more than twenty-four (24) hours of Organization Data loss in all cases, Force Majeure or otherwise.

Service Credits. If Raisin Software fails to meet the Availability Commitment in a calendar month (excluding Force Majeure Events and Excluded Minutes), the Organization may request a service credit by submitting a written claim within fifteen (15) days of month-end:

Monthly Uptime	Service Credit	Applies When
Below 99.9%	10% of monthly Fees for the affected Service	Uptime falls below 99.9% Availability Commitment
Below 99.0%	25% of monthly Fees for the affected Service	Sustained or repeated degradation
Below 95.0%	50% of monthly Fees for the affected Service	Severe or prolonged outage

Service credits are the Organization's sole and exclusive remedy for failures to meet the Availability Commitment. Credits are applied against future invoices and are not redeemable for cash. Total credits in any calendar month shall not exceed 50% of the monthly Fees for the affected Service and do not apply to Free Services, Payment Processing fees or Beta Services.

Chronic Failure Exit Right. If Raisin Software fails to meet the Availability Commitment in three (3) or more calendar months within any rolling six (6) month period, the Organization may terminate the affected Service for cause on thirty (30) days' written notice and receive a pro-rata refund of any prepaid, unused Fees for the terminated Service.

6. Term and Termination

6.1 Term

This Agreement starts on the Effective Date and continues until all Orders and SOWs have expired or been terminated. Orders renew automatically for the same term unless either party gives written notice of non-renewal at least 45 days before the end of the current term.

6.2 Continuing After Expiry

If the Organization continues using the Cloud Services after an Order expires without a new written agreement ("Overheld Services"), the same terms apply on a month-to-month basis, payable in advance on the first of each month. Raisin Software will invoice promptly.

6.3 Termination

Either party may terminate this Agreement:

- for material breach, on 30 days' written notice if the breach is not cured within that period; or
- immediately if the other party becomes insolvent, enters bankruptcy, or makes an assignment for the benefit of creditors.

The Organization may also terminate for convenience:

- if it has raised over $200,000 in online revenue in the last 12 months on Raisin Software: a termination payment equal to the remaining term's fees × 50%; or
- if it has raised $200,000 or under: a flat termination payment of $1,000.

6.4 Effect of Termination

On termination or expiry:

- Raisin Software will make Organization Data available for export for 30 days, then may delete it unless required by law to retain it;
- the Organization must pay all outstanding Fees;

- if Raisin Software terminated for cause, the Organization owes Fees for the remainder of all Order terms;
- each party returns or destroys the other's Confidential Information within 30 days; and
- all rights to use each other's intellectual property end.

7. Fees

7.1 Payment

The Organization will pay all Fees set out in each Order or SOW. Unless an Order states otherwise: (a) Cloud Services commitments cannot be reduced during an Order term; (b) payment obligations are non-cancellable; and (c) Fees are non-refundable. Fees renew annually at up to 5% per year for subscription-based pricing.

7.2 Invoicing

Raisin Software will invoice in accordance with the applicable Order or SOW. Payment is due within 15 days of invoice. Transaction Fees may be collected automatically at the time of donation if applicable.

7.3 Taxes

Fees exclude taxes (such as sales, use, or withholding taxes). The Organization is responsible for all applicable taxes and must not deduct them from Fees. If Raisin Software is required by law to collect taxes on the Organization's behalf, it will invoice accordingly. A valid tax exemption certificate eliminates this obligation. Raisin Software is solely responsible for taxes on its own income, property, and employees.

8. Intellectual Property

8.1 Raisin Software Owns the Platform

All intellectual property in the Services, Documentation, and Usage Data belongs to Raisin Software and its licensors. Nothing in this Agreement transfers ownership of the platform to the Organization. Raisin Software may only share Usage Data in aggregate, anonymized form.

8.2 Organization Owns Its Data

The Organization owns all Organization Data. The Organization gives Raisin Software a non-exclusive, worldwide, royalty-free licence to use, process, and store Organization Data solely to provide, maintain, diagnose, and correct the Services during the term of this Agreement.

Raisin Software will not use Organization Data or any personally identifiable information it contains to train any AI model — its own or any third party's — except as expressly described in the Data Standards.

Raisin Software may use anonymized, aggregated usage signals for platform intelligence purposes as described in the Data Standards. After termination, Raisin Software may retain such anonymized signals solely for platform intelligence, provided they cannot reasonably identify the Organization or any individual.

8.3 Documentation Licence

Raisin Software grants the Organization a limited, non-transferable, non-exclusive licence to use and copy the Documentation for its internal business purposes in connection with the Services.

8.4 Feedback

If the Organization provides feedback, suggestions, or enhancement requests about the Services, Raisin Software may use, incorporate, and commercialize that feedback freely and without obligation.

9. Confidentiality

Each party ("Receiving Party") will keep the other's confidential information ("Confidential Information") private. Confidential Information includes Organization Data, the terms of this Agreement, business plans, technical information, trade secrets, and anything marked confidential or that a reasonable person would understand to be confidential.

The Receiving Party will: (a) use Confidential Information only to perform this Agreement; (b) protect it with at least the same care it uses for its own confidential information; and (c) only share it with employees, contractors, or subsidiaries who need it and are bound by equivalent confidentiality obligations.

Confidentiality does not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party; (c) is independently developed without using the Confidential Information; (d) is received from a third party without restriction; or (e) must be disclosed by law (with prompt notice to the Disclosing Party where permitted).

Either party may seek injunctive or equitable relief for unauthorized disclosure of Confidential Information.

10. Representations and Warranties

10.1 Raisin Software Warrants

- The Services will function materially as described in the Documentation.
- Raisin Software will take reasonable steps to scan for Malicious Code.
- Raisin Software will deliver Services using commercially reasonable care and skill, in accordance with applicable law.

10.2 The Organization Warrants

- It owns or has licenced all Organization Data.
- It has the rights and consents needed to provide Organization Data to Raisin Software.
- Organization Data complies with applicable licence requirements and does not violate any law.

10.3 General Disclaimer

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND — EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE — AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10.4 AI Output Disclaimer

AI Features generate outputs using probabilistic language models. Raisin Software does not warrant that AI Outputs will be accurate, complete, non-infringing, unique, or free from errors — including outputs that may appear confident but are factually incorrect ("hallucinations"). AI Outputs are suggestions only. Raisin Software expressly disclaims all warranties about the accuracy, completeness, or reliability of AI Outputs to the maximum extent permitted by law. The Organization is responsible for implementing reasonable oversight to monitor AI-generated content published through the Cloud Services and for promptly removing or correcting any harmful, false, defamatory, or unlawful content once it becomes aware of it. The Organization acknowledges that pre-publication review of every AI Output may not be operationally practicable; its obligation is reasonable organizational oversight, not item-by-item pre-approval.

11. Liability

11.1 Indemnification

Each party (the "Indemnifying Party") will defend and indemnify the other (the "Indemnified Party") against third-party claims alleging infringement of intellectual property rights, and will pay any damages or legal fees finally awarded or agreed in settlement, provided:

- the Indemnified Party gives prompt written notice of the claim;
- the Indemnified Party gives the Indemnifying Party sole control of the defence and any settlement (provided the settlement fully releases the Indemnified Party);
- the Indemnified Party provides reasonable cooperation; and
- where Raisin Software is the Indemnifying Party: the claim is not based on Organization Data or modifications the Organization requested, and the Organization uses any non-infringing replacement Raisin Software provides.

11.2 AI Output Indemnification Carve-Out

Raisin Software's indemnification obligation does not cover claims arising from: (a) AI Outputs generated through AI Features, including any claim that such outputs infringe third-party intellectual property; (b) the Organization's or any user's publication or distribution of AI Outputs; or (c) the Organization's failure to implement reasonable oversight processes for AI-generated content. The Organization is responsible for its own use and publication of AI Outputs and for ensuring that use complies with applicable law. This carve-out does not affect Raisin Software's indemnification obligations for the underlying Cloud Services platform and non-AI features.

11.3 Replacement

If any part of the Services is, or in Raisin Software's reasonable view is likely to be, the subject of an intellectual property infringement claim, Raisin Software may at its own expense: (a) modify the Services to remove the infringement; (b) obtain a licence allowing continued use; (c) replace the Services with a functionally equivalent alternative; or (d) terminate the affected Services and refund any prepaid Fees for the remaining term.

11.4 No Indirect Damages

Neither party is liable for indirect, incidental, consequential, exemplary, punitive, or special damages, or for lost profits, revenue, business, or data, regardless of whether the party was advised of the possibility of such damages.

11.5 Liability Cap

Each party's total liability under this Agreement is capped at the Fees paid or payable by the Organization in the calendar year the claim first arose. This cap does not apply to: (a) gross negligence or wilful misconduct; (b) unpaid Fees; or (c) indemnification obligations under Section 11.1.

12. Dispute Resolution

If a dispute arises under this Agreement, the parties will try to resolve it through the following steps before starting any legal proceedings:

- The party raising the dispute sends written notice describing the issue.
- Each party appoints a relationship manager to meet and attempt resolution within 14 days.
- If unresolved, the dispute escalates to a senior executive from each party for a further 14 days.
- If still unresolved, either party may pursue whatever steps are necessary to protect its interests.

Either party may seek injunctive or equitable relief at any time without going through this process.

13. General

13.1 Governing Law

This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable in Ontario.

13.2 Notices

Notices must be in writing and are effective on: personal delivery; same-day if sent by email during business hours (next business day if after hours); 5 days after registered mail; or 1 business day after overnight courier. Notices to the Organization go to the address in the applicable Order or SOW. Notices to Raisin Software go to the contact in the Order or SOW, with a copy to legal@raisinsoftware.org. Both parties consent to email notices.

13.3 Publicity

After onboarding is complete, Raisin Software may reference the Organization as a client in its marketing materials and on its website, link to the Organization's site, including the Organization's name, logo, and a general description of the relationship.

13.4 Survival

The following sections survive termination or expiry of this Agreement: 2.6, 3.2, 5.2, 5.3, 6.2, 7, 8.4, 9, 11, 12, 13.2, 13.3, and 13.4, as well as any other terms that by their nature should survive.

13.5 No Third-Party Rights

This Agreement creates no rights for any person who is not a party to it.

13.6 Equitable Relief

Nothing in this Agreement prevents either party from seeking equitable relief from a court at any time.

13.7 Non-Exclusive

This relationship is non-exclusive. Raisin Software may provide services to others, and the Organization may buy similar services from others.

13.8 Entire Agreement

This Agreement is the complete agreement between the parties on its subject matter and supersedes all prior discussions, proposals, and agreements. In a conflict between this Agreement and any Order or SOW, this Agreement prevails unless the Order or SOW expressly states otherwise.

13.9 Amendments and Waivers

Amendments must be in writing and signed by both parties. Waiving one provision does not waive others, and no waiver is continuing unless expressly stated.

13.10 Severability

If any provision is found unenforceable, it will be modified to the minimum extent needed to make it enforceable. The rest of the Agreement remains in effect.

13.11 Assignment

Neither party may assign this Agreement without the other's prior written consent. Either party may assign without consent to an affiliate, or in connection with a merger, acquisition, or sale of all or substantially all of its business or assets.

13.12 Force Majeure

Neither party is in breach for failing to perform (other than payment obligations) where the failure is caused by events beyond its reasonable control, including acts of God, third-party failures, internet or telecom outages, fire, flood, earthquake, strikes, civil unrest, or war. The affected party will notify the other promptly and use reasonable efforts to minimize the impact.

13.13 Independent Contractors

The parties are independent contractors. This Agreement creates no partnership, joint venture, agency, or employment relationship. Each party is solely responsible for its own compensation, benefits, and taxes.

13.14 Currency

All amounts are in the currency specified in the applicable Order or SOW.

13.15 Export Compliance

The Services are subject to applicable export control laws, including those of the United States. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.16 Further Assurance

The parties will sign further documents and take further steps as reasonably needed to give effect to this Agreement.

13.17 Privacy and Data Standards

Raisin Software's privacy and data practices for the Cloud Services are governed by:

- the Privacy Policy of the Raisin Platform: https://www.raisinsoftware.org/platform-privacy-policy
- the Data, Privacy & AI Standards: https://www.raisinsoftware.org/data-privacy-ai-standards

Both are incorporated by reference into this Agreement and may be updated in accordance with Section 2.6.

Signatures

By signing below, each party agrees to the terms of this Agreement.

Raisin Software A.K.A. New Media Inc.	**The Organization** [Organization Legal Name]
Authorized Signature	Authorized Signature
Name and Title	Name and Title
Date	Date