

Blackbaud Application Hosting™

Service Description for Enterprise Clients



Services Purchased on ATP

Blackbaud will provide applicable Application Hosting clients Hosting and/or Email Services, as stated and listed in the applicable Agreement to Purchase (ATP).

Hosting Services Provided by Blackbaud

Provided your organization is current in its material obligations hereunder, Blackbaud will provide the following services ("Services"):

Installation: Blackbaud will install the hosted Blackbaud software on hardware with specifications that meet or exceed the system recommendations and third party compatibility information set forth in Blackbaud's Minimum System Requirements published at www.blackbaud.com/support.

Access: Blackbaud will provide secure access to the latest supported version of hosted Blackbaud software via the Internet from a Hosting Services facility ("Hosting Site") on a 24/7 basis (excluding scheduled or emergency maintenance as required). System maintenance may be performed during the following "Maintenance Windows", and Blackbaud will announce all planned upgrades and outages in advance as follows:

Maintenance Window	Windows Hours	Advance Notice
Standard Maintenance	Duration: Up to four (4) hours Time: Tuesdays and Thursdays 11:00 p.m. – 3:00 a.m. ET; Sundays 3:00 a.m. – 7:00 a.m. ET	No less than forty-eight (48) hours
Extended Maintenance	Duration: Up to nine (9) hours Time: Sundays 3:00 a.m. – 12:00 p.m. ET	No less than thirty (30) days
Critical Maintenance	Duration: Up to two (2) hours Time: Nightly 10:00 p.m. – 11:00 p.m. ET	No less than one (1) hour

Maintenance Window start and end times may be amended to within two (2) hours, with the same duration. Blackbaud will provide thirty (30) days' advance notice to your organization of any such changes. Notifications of planned system maintenance will be delivered to a designated point of contact via electronic mail. There may be instances where Blackbaud needs to interrupt the Services without notice in order to protect the integrity of the Services due to security issues, virus attacks, spam issues, or other unforeseen circumstances.

Availability: "Availability" refers to stable access to the Services and access to the hosted software without substantial degradation to the Services such that the Services are unusable by your organization as a result of unreasonable response times. Blackbaud will provide 99.9% availability to the Services calculated on a monthly basis, excluding scheduled and emergency maintenance.

Continued

Monitor: Blackbaud will monitor performance indicators on the systems and network infrastructure in order to gauge the overall performance of the Services, and will take reasonable steps to address systems and network infrastructure as required to maintain application performance. Blackbaud will use an internal system to measure whether the Services are available, and you agree that this system will be the sole basis for resolution of any dispute that may arise between your organization and Blackbaud regarding the Services.

Backup: Blackbaud will provide fully restorable data backups based on the following schedule:

Backup Type	Retention	Location
Nightly	1 week	On-site
Weekly	4 weeks	Off-site
Monthly	6 months	Off-site

You may request one (1) backup copy per month by creating a case with Support. Data backups stored off-site will be made available within three (3) days of the date of the retrieval request to Application Hosting Services Support.

Minor Upgrades and Patches: Blackbaud will install minor upgrades/releases of Application Hosting Services software and hosted software, including patches and/or fixes, as they are made available to its general customer base at no charge. Blackbaud will determine and announce all planned upgrades as described in the Maintenance Windows section above. At least twice per year your organization is required to be upgraded to highest current minor version.

Major Upgrades: Upgrades to major releases (e.g., 6.x to 7.x) and related conversions require careful planning and data decisions that must be managed jointly by your organization and Blackbaud. Software installation of major releases will be performed by Blackbaud on a mutually agreed schedule not to exceed one (1) year after a major release of the software, provided your organization is a current maintenance customer. Additional services related to conversions to major releases (e.g., data conversion, report and software customizations, data cleanup) may be required and are outside the scope of the Services. Blackbaud will support the current version and one previous major version.

Administrator: Blackbaud will provide your organization a single administrator user account for secure administrator access. Blackbaud will also make available to the administrator user tools to create other users for access to the Services.

Customizations: Blackbaud will support customizations built by Blackbaud Professional Services Developers which are built specifically for the Application Hosting Services environment. Client-built or third party-built customizations are not supported unless certified to be compliant with Blackbaud's development and security standards. To move existing Blackbaud-built customization deployed on your organization's site to the Application Hosting Services environment, your organization will be required to contract Blackbaud Professional Services to ensure the customization will work properly and meet Blackbaud's security and audit standards.

Non-production Environments

Blackbaud will provide optional "Non-Production Environment(s)" in addition to a Production Environment for Hosting Services, as specified in the ATP. "Standard" Non-Production Environments provide optional non-production system(s) and database instances on which to train staff and test or stage changes / configurations / customizations / integrations prior to promoting such changes to your production environment ("Production Environment"). "Development" Non-Production Environments provide optional non-production systems, tools, and database instances on which to develop custom reports or develop customized software prior to promoting such customizations to the Production Environment.

Standard Non-Production Environment: Blackbaud will install Standard Non-Production Environment(s) running either the same version(s) of software installed in the Production Environment or, when applicable, the proposed next release or patch to the current software version supported by Hosting Services as specified in the ATP:

Blackbaud will copy your organization's production database(s) from the Production Environment to the Standard Non-Production Environment(s) upon request, not to exceed more than one (1) request per month.

Your organization will have the same number of concurrent licenses available for each Standard Non-Production Environment as are available for the Production Environment.

Each Standard Non-Production Environment purchased on the ATP will be accompanied by a single database instance.

During normal business hours Blackbaud will perform appropriate or requested database updates to the Standard Non-Production Environment(s). Your organization's data will be converted from production and placed there once per software version release, and customizations installed for your evaluation. Additional conversions are available for an additional charge.

Development Non-Production Environment: Blackbaud will install a single Development Non-Production Environment running the same version(s) of software installed in the Production Environment as specified on the ATP:

Blackbaud will copy your organization's Production database(s) from the Production Environment to the Development Non-Production Environment upon request, not to exceed one (1) request per month

Your organization have the same number of concurrent licenses as were purchased per the ATP for development

All development must be done in accordance with Blackbaud's published Application Program Interfaces.

Blackbaud reserves the right to review the Functional Specification and code of all customizations developed by or on behalf of your organization and has the right to reject such specifications or code, based on the findings that the specification or code may cause detrimental harm to the Application Hosting Services or does not meet Blackbaud's compliance requirements, including OWASP Top 10, SANS Top 25, and PCI DSS.

Blackbaud and your organization may coordinate a Quality Assurance and Performance Impact Test, and Blackbaud and your organization will approve, in writing, the deployment of SQL or Custom Code into either the Standard Non-Production Environments or Production Environments.

Upon approval, SQL statements and custom code developed by your organization will be loaded into the Standard Non-Production Environments or Production Environment on a schedule as agreed between your organization and Blackbaud, not to exceed three (3) business days.

PCI-DSS: In compliance with Payment Card Industry-Data Security Standards (PCI-DSS), the Non-Production Environments are not allowed to test a live PAN, and access to production Blackbaud Payment Services and all credit card payment gateways and processors will be blocked in these Non-Production Environments.

Access: Blackbaud will provide secure access, via the Internet, to all Non-Production Environments from the Hosting Site on a 24/7 basis (excluding scheduled or emergency maintenance as required). Blackbaud may perform system maintenance during the following "Non-Production Maintenance Windows", and Blackbaud will announce all planned upgrades and outages in advance as follows:

Maintenance Window	Windows Hours	Advance Notice
Standard Maintenance	Duration: Up to four (4) hours Time: Tuesdays and Thursdays 11:00 p.m. – 3:00 a.m. ET; Sundays 3:00 a.m. – 7:00 a.m. ET	No less than twenty-four (24) hours
Extended Maintenance	Duration: Up to nine (9) hours Time: Sundays 3:00 a.m. – 12:00 p.m. ET	No less than fourteen (14) days
Critical Maintenance	Duration: Up to two (2) hours Time: Nightly 10:00 p.m. – 11:00 p.m. ET	No less than one (1) hour

Non-Production Maintenance Window start and end times specified herein may be amended to within two (2) hours, with the same duration. Blackbaud will give thirty (30) days' advance notice to your organization of any such changes. Notifications of planned system maintenance will be delivered to your organization's designated point of contact via electronic mail. There may be instances where Blackbaud needs to interrupt the Services without notice in order to protect the integrity of the Services due to security issues, virus attacks, spam issues, or other unforeseen circumstances.

Availability: "Non-Production availability" means stable access to the Non-Production Services and Non-Production hosted software without substantial degradation to the Non-Production Services such that the Non-Production Services are unusable by your organization as a result of unreasonable response times. Blackbaud will provide 99.0% availability to the Non-Production Services calculated on a monthly basis, except for scheduled and emergency maintenance.

Backups: Blackbaud will NOT perform ANY backups in the non-production Environments, with the exception of a training master copy, where applicable.

Load Testing: Load tests can only be performed in the Test Environment and must be scheduled in advance with Blackbaud at a mutually agreed upon time.

Customizations: Blackbaud will install customizations into the Standard Non-Production Environments provided that (a) the customizations have been fully developed outside of these Environments, (b) the Functional Specifications of all customizations developed by the your organization or Blackbaud have been approved by the Blackbaud Application Hosting, and (c) your organization has contracted and worked with Blackbaud Consulting Services to (i) compile the customizations code and (ii) perform Quality Assurance testing on the customization code.

Email Services Provided by Blackbaud

Provided your organization is current in its material obligations hereunder, Blackbaud will provide the following services as set forth on the applicable ATP:

- **Bulk Email Service:** Bulk email is defined as an email message that is sent to one or more recipients at a time specified by your organization. Examples of bulk email include, but are not limited to, newsletters and blasts.
- **Transactional Email Service:** Transactional email is defined as an email message that is sent to one recipient in response to an action initiated by the recipient. Examples of transactional email include, but are not limited to, donation acknowledgements, opt-in confirmations, and event registration confirmations.
- **Email Forwarding Service:** Email Forwarding is defined as reception of email to an email address hosted by Blackbaud and automatically forwarding it to a different email address as specified by your organization or one of your organization's constituents. An example of Email Forwarding is where email sent to JohnSmith@alumni.university.edu is received by Blackbaud and forwarded to JohnSmith@hotmail.com.

- **Domain Name Service (DNS) Configuration and Maintenance:** Blackbaud will configure and maintain all necessary DNS records to ensure proper delivery of email through Services. Blackbaud will only configure and maintain DNS records for those domains exclusively used for Blackbaud NetCommunity™.
- **Blacklist Monitoring:** Blackbaud will monitor all private and shared IP addresses used for Email Services for inclusion on any of the well-known Blacklists. When an IP address is listed on any of the well-known Blacklists, Blackbaud will take appropriate action to get the IP address removed from the Blacklist.

Application Hosting Services for PaperSave® Provided by Blackbaud

Provided your organization is current in its material obligations hereunder, Blackbaud will provide the following services as set forth on the applicable ATP:

Overview of Services: Application Hosting Services for PaperSave is for the purpose of hosting the PaperSave application and corresponding database(s) for the purpose of integrating with The Raiser's Edge® and The Financial Edge™.

- Blackbaud will not provide electronic document archival or long-term retention. Your organization is responsible for document retention after six (6) months.
- PaperSave is not intended to store documents that are not linked to The Raiser's Edge or The Financial Edge applications.

Backup Transmission and Storage: Blackbaud will provide your organization a copy of its PaperSave database via a secure, mutually agreed upon method according to the following terms:

- For no additional fees via the Blackbaud-provided FTP or Secure FTP account if the data is less than 20 GB.
- For a fee of \$500 to be charged each time the data is requested and if the data is larger than 20 GB.
- PaperSave backups will be provided as a MS SQL BAK file for the current installed version of MS SQL.
- Your organization is responsible for the local tools and applications needed to view electronic documents stored in any backup copy sent by Blackbaud to your organization.

Technology Requirements: Application Hosting Services for PaperSave will run in the primary data center and be presented to the end user using Citrix thin client technology:

- Your organization will only be able to view those documents for which the PaperSave viewer is currently configured.
 - Tiff files (*.tiff, *.tif), Word files (*.doc, *.docx, *.rtf), Excel files (*.xls, *.xlsx), PowerPoint files (*.ppt, *.pptx), HTML files (*.htm, *.html), Image files (*.jpg, *.gif, *.bmp), PDF files (*.pdf), Email for Outlook (versions 2003 and 2007)
- All other documents types will have to be downloaded to the local workstation to be viewed.

Business Hour Transmission Restriction: Transmission of scanned documents to be stored in the hosted PaperSave database will be limited to 3 mbps during normal business hours.

Your Responsibilities

Your organization is responsible for the following:

Maintenance: Purchase and remain current in one of Blackbaud's maintenance and support programs.

Primary Contact: Identify an appropriate individual as primary contact with whom Blackbaud should communicate matters regarding the Services, such as maintenance notifications, and who has the authority to make Services requests including release of your organization's data, both to Blackbaud and internally to your organization, restoration of data, and other configuration changes.

System Requirements: Review all applicable system requirements and recommendations for the Services purchased.

Administering Security: Security administration within the Blackbaud software (e.g., the granting of rights to a user for a specific form in the application). Your organization is also responsible for maintaining its user desktops and providing users network access to the Services.

Connectivity: Provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to Services at the Hosting Site. Blackbaud will not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by your organization in accessing the Internet to access Services.

Integration Between Your Site and Blackbaud: Provide industry standard security for integration between applications at your organization's site and Services hosted by Blackbaud.

Operational Changes: Advise Blackbaud of any changes to your organization's operations, banking relationships, primary contact, or other information that would require a change in the support, operation, or configuration of the hosted applications.

BBPS: Establish an account with Blackbaud Payment Services™ for credit card transactions, if applicable.

Email Services:

- Delegate to Blackbaud the authority to manage DNS configuration for email domains used by Services, except where your organization chooses to use an email domain provided by Blackbaud.
- Do not send unsolicited commercial email (UCE).
- Do not send commercial email to an individual's email address unless your organization has the prior affirmative consent of the individual to do so (as that term is defined under U.S. Law within CAN-SPAM), or has obtained the prior consent of the individual in a manner compliant with the European Commission Privacy and Electronic Communications Directive.
- Every Bulk Email that your organization sends must include an opportunity for the recipient to unsubscribe from receiving such email in the future.
- Process requests to unsubscribe within three (3) business days, and inform the recipient of the length of time required for processing.
- Do not gather email addresses using surreptitious methods (e.g., scraping or harvesting).
- Notify Blackbaud NetCommunity™ support via email five (5) business days in advance of when there will be any changes to your organization's Mail Constructor Service server IP address to coordinate the IP address transition date and time.
- Use all email domains and sub-domains owned by your organization but configured for use for Blackbaud NetCommunity email services exclusively for Blackbaud NetCommunity.

Service Use Restrictions

Email forwarding web services may not be used for bulk transfers of mail from any source; the Services are intended for individual users only. Your organization may not lease its capacity for use by third parties. Your organization may not use the Services to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (ii)

violate any applicable law, statute, ordinance, or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; (iv) interfere with or disrupt network users, services, or equipment with the intent to cause an excessive or disproportionate load on Blackbaud's or its suppliers' infrastructure by means of (but not limited to) distribution of unsolicited bulk emails or chain letters, viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines; or (v) constitute unauthorized entry to any machine accessible via the network. Your organization will be subject to the usage policies of Blackbaud's third party service providers. These use restrictions are subject to change upon thirty (30) days prior notice to your organization.

Storage Space

A default maximum of storage space, including the backup and off-site storage and tape retention thereof, is available for your organization within the Application Hosting Services. The default maximum storage space will be the greater of the number listed below or the storage number specified in the applicable ATP. Blackbaud will monitor disk usage on a regular basis, and will increase your organization's disk space allocation in 5 GB increments, as per the price schedule in the ATP, when disk utilization exceeds the next pending threshold.

Hosted Application	Default Maximum Storage Space
Blackbaud CRM™ Blackbaud Direct Marketing™	80 GB
Team Approach®	120 GB
The Raiser's Edge®	10 GB
Blackbaud NetCommunity™	5 GB
The Patron Edge® Online	5 GB
The Financial Edge™	5 GB
The Education Edge™ Blackbaud Student Information System™	5 GB
The Researcher's Edge™	1 GB
PaperSave®	20 GB

Commencement

The term for Services commences on the Commencement Date indicated in the Notice of Service Commencement delivered by Blackbaud to your organization when Blackbaud begins providing Services.

Material Breach

A material breach of Application Hosting Services by Blackbaud will include, but not be limited to, a failure to provide at least 99.5% availability for the production environment in three (3) consecutive calendar months of any calendar year and for which credits have been applied as set forth above.

► To learn more about Blackbaud Application Hosting™, visit www.blackbaud.com or contact your Blackbaud account representative.