

# Blackbaud Subscription Services™

## Service Description for Australia and Asia Pacific



### Services Purchased on Order Form

Blackbaud will provide applicable clients Subscription Services and/or Email Services, as stated and listed in the applicable Order Form.

### Hosting Services Provided by Blackbaud

Provided your organisation 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 <https://www.blackbaud.com/systemrequirements>.

**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 Maintenance as required). Scheduled 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. AEDT/AEST; Sundays 3:00 a.m. – 7:00 a.m. AEDT/AEST	No less than seventy-two (72) hours
Extended Maintenance	Duration: Up to nine (9) hours Time: Sundays 3:00 a.m. – 12:00 Noon AEDT/AEST	No less than thirty (30) days

Critical Maintenance	Duration: Up to two (2) hours Time: Nightly 10:00 p.m. – 12:00 Midnight AEDT/AEST	No less than one (1) hour <sup>1</sup>
----------------------	--	--

**NOTE:** BBMS/BBPS are shared services located in the Boston, MA datacenter. Please reference this link for applicable Maintenance windows: <https://www.blackbaud.com/files/bbms/bbpstc.pdf>

Maintenance Window start and end times may be amended with the same duration. Blackbaud will provide thirty (30) days advance notice to your organisation of any such changes. Notifications of planned Scheduled Maintenance will be delivered to a designated point of contact via electronic mail. There may be instances of Emergency Maintenance 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. Extended Maintenance Windows will be periodically scheduled for longer windows for application upgrades. Advance notice for these extended windows will be delivered to your organisation so you may plan accordingly. Some Service infrastructure will be provided from Blackbaud's United States datacentres and will follow US based maintenance windows in the same hours as listed in the maintenance window descriptions, but will occur during Eastern Standard/Daylight Time Zone. Examples of US based Services will be email services, Blackbaud Payment Services and Blackbaud Merchant Services.

**Availability:** "Availability" means stable access to the production Services and access to the hosted software without substantial degradation to the Services such that the Services are unusable by your organisation as a result of unreasonable response times. Blackbaud will provide 99.9% availability to the production Services calculated on a monthly basis, excluding Scheduled Maintenance. If Blackbaud provides 99.7% or less availability in any given calendar month against the production environment, Blackbaud will credit you ten (10%) percent of the Subscription Services fee for such month. If Blackbaud provides 99.5% or less availability in any given calendar month against the production environment, Blackbaud will credit you twenty (20%) percent of the Subscription Services fee for such month. Availability calculations do not include Maintenance Windows. For any outage that crosses over a monthly boundary, that outage will be considered a single outage and the entire time window will be applied to the month's calculation in which the outage originated. The total available credit is 20%. To request a credit in the event that Blackbaud fails to meet the service level metrics, please notify Blackbaud in writing of both the date and the amount of time the services were unavailable within five (5) business days of the end of the month in which unavailability occurred. Blackbaud will research and confirm the information provided. If Blackbaud confirms that it did not meet the noted availability requirements, your organisation will be credited based on the above availability credit

definitions. Such credits will be applied to your organisation's next invoice following the month in which the unavailability is confirmed.

**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 organisation and Blackbaud regarding the Services.

**Backup:** Blackbaud will perform 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 delivery of one (1) backup copy per month by creating a case with Support. Data backups stored off-site will be made available within five (5) days of the date of the retrieval request to Application Subscription Services Support. For an additional fee you may request that your backup be delivered to our secure FTP once per week, to be downloaded and used as your business needs demand.

**Minor Upgrades and Patches:** Blackbaud will install minor upgrades/releases of Application Subscription Services 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. No less than twice per year, your organisation is required to be upgraded to the highest current minor version. Delay or failure to upgrade on schedule may cause an increase in your fees to account for increased resources to maintain older versions. Refusal to upgrade may cause Blackbaud to terminate Services.

**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 organisation 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 organisation is a current maintenance customer. Additional services related to conversions to major releases (e.g., data conversion, report and software customisations, data cleanup, additional hardware) may be required and are outside the scope of the Services. Blackbaud will support the current version and one previous major version. Delay or failure to upgrade on schedule may

cause an increase in your fees to account for increased resources to maintain older versions. Refusal to upgrade may cause Blackbaud to terminate Services.

**Administrator:** Blackbaud will provide your organisation 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.

**Customisations:** Blackbaud will support customisations built by Blackbaud Professional Services Developers which are built specifically for the Application Subscription Services environment. Client-built or third party-built customisations are not supported unless certified to be compliant with Blackbaud's development and security standards. When applicable, customisations must be first deployed to staging for final validation, prior to promotion to production.

### Non-production Environments

Blackbaud will provide optional "Non-Production Environment(s)" in addition to a Production Environment for Subscription Services, if specified in the Order Form. Non-Production Environments provide optional non-production system(s) and database instances on which to train staff and test or stage changes / configurations / customisations / integrations prior to promoting such changes to your production environment ("Production Environment"). "Development" Non-Production Environments provide access to an optional database instance on which to develop custom reports or develop customised software prior to promoting such customisations to Staging and then the Production Environment.

**Non-Production Environment:** Blackbaud will install Non-Production Environment(s) as specified in the Order Form running either the same version(s) of software installed in the Production Environment or, when applicable, upgraded to the proposed next release or patch supported by Subscription Services. All non-production refresh, upgrade and support will occur during normal business hours (8:30am -6pm EDT/EST). During normal business hours, your organisation's data will be upgraded in a Non-Production environment to the proposed next release or patch once per software version release, and customisations installed for your evaluation prior to a production upgrade. Additional upgrades are available for an additional charge.

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

Blackbaud will refresh your Non-Production Environment(s) upon request from the Production Environment, not to exceed more than one (1) request per month.

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

**Development Non-Production Environment:** Blackbaud will install a single Development Non-Production Environment, if specified in the Order Form, running the same version of software installed in the Production Environment.

Blackbaud will refresh your Development Non-Production Environment upon request from the Production Environment, not to exceed more than one (1) request per month.

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 customisations developed by, or on behalf of, your organisation, 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 Subscription Services, or does not meet Blackbaud's compliance requirements including OWASP Top 10, SANS Top 25, and PCI DSS.

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

Upon approval, SQL statements and custom code developed by your organisation will be loaded into the Non-Production Environments or Production Environment on a schedule as agreed between your organisation and Blackbaud, not to exceed five (5) 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 Primary Account Number (PAN). Testing must be done using either the "test" or "demo" mode of your merchant account. For more information on these modes, please review the Administrators Guide for your specific Blackbaud application. For example, please see page 66 in the following guide: <https://www.blackbaud.com/files/support/guides/bbnc/adminec.pdf>.

**Access:** Blackbaud will provide secure access to all Non-Production Environments with 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 Maintenance as required). Non-Production Scheduled Maintenance may be performed during the same Maintenance Windows as Production.

**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 organisation 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. Service level credits will not be available for non-production environments.

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

**Customisations:** Blackbaud will install customisations into the Non-Production Environments provided that (a) the Functional Specifications of all customisations developed by your organisation or Blackbaud have been approved by Blackbaud Subscription Services, and (b) certified to be compliant with Blackbaud's development and security standards. Customisations developed by your organisation will be loaded into the Non-Production Environments within five (5) business days of the Support request.

### Email Services Provided by Blackbaud

Provided your organisation is current in its material obligations hereunder, Blackbaud will provide the following services related to Blackbaud NetCommunity (BBNC) or Blackbaud Internet Services (BBIS) if listed on the applicable Order Form:

- **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 organisation. 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 organisation or one of your organisation'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 Internet Solutions.
- **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.

## DDoS Services Provided by Blackbaud

For purposes of this section a denial-of-service (DoS) attack is an attempt to make a machine or network resource unavailable to its intended users by temporarily or indefinitely interrupting or suspending services of a host connected to the Internet. A distributed denial-of-service (DDoS) is where incoming traffic comes from more than one - and often thousands - of unique IP's, either from botnets or via various types of reflection attack.

In the event of a DoS or DDoS attack targeting a specific customer, Blackbaud cannot guarantee continuous availability without the addition of special protective services ("Auto-Mitigation") intended to mitigate the effect of such attacks.

In the event of a DoS or DDoS attack on a customer's specific IP address, Blackbaud will deploy Auto-Mitigation at Blackbaud's expense for a period of 24 hours, during which time Blackbaud will notify the customer of the DoS and DDoS attacks. Following the 24 hour notice period, Customer will have the choice of taking its website off-line or subscribing to a continuation of the Auto-Mitigation service, at customer's expense, for the duration of the DoS or DDoS attack. Blackbaud's Auto-Mitigation services are designed, but not guaranteed, to minimize the impact of DDoS attacks on customer infrastructure by catching and re-routing potentially malicious attack traffic before it reaches a customer's website. Re-routed data is analyzed and scrubbed to remove malicious packets before being forwarded to a customer's website.

The cost of Auto-Mitigation is \$150 per hour, and charges will continue to accrue until such time as either (i) the customer requests that Blackbaud take its website off-line or (ii) Blackbaud reasonably believes that the DoS or DDoS attack is over. Blackbaud will invoice the customer monthly for the Auto-Mitigation services.

## Your Responsibilities

Your organisation 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 restoration of data, configuration changes, and release of your organisation's data, both to Blackbaud and internally to your organisation.

**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 organisation is also responsible for maintaining its user desktops and providing users with 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, performance or continued availability of the communications lines, or the corresponding security configurations used by your organisation in accessing the Internet to access Services.

**Integration Between Your Site and Blackbaud:** Follow industry standard security methods for any integration between applications at your organisation's site and Services hosted by Blackbaud.

**Operational Changes:** Advise Blackbaud of any changes to your organisation'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 organisation 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 organisation 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 organisation sends must include an opportunity for the recipient to unsubscribe from receiving such email in the future.
- 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 organisation'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 organisation 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 organisation may not lease its capacity for use by third parties. Your organisation 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 libellous, 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 unauthorised entry to any machine accessible via the network. Your organisation 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 organisation.

## Storage Space

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

Hosted Application	Default Maximum Storage Space
The Raiser's Edge™	10 GB
Blackbaud NetCommunity™ Blackbaud Internet Services™	5 GB
Blackbaud Direct Marketing™	10 GB
The Financial Edge™	5 GB
Blackbaud CRM™ Blackbaud Direct Marketing™	80 GB

## Termination

For Clients with hosted Software: The Parties may mutually agree to terminate Client's subscription. In the event of any such mutually agreed termination, Blackbaud shall provide Client with a copy of the Software source code along with a copy of Client's database in an industry standard format.

### Changes to this Service Description

The terms of this Service Description are subject to change in Blackbaud's sole discretion. In the event of any such change, Blackbaud will post a revision of this Service Description at [www.blackbaud.com](http://www.blackbaud.com) and notify the client in writing.

To learn more about Blackbaud™, visit [www.blackbaud.com](http://www.blackbaud.com) or contact your Blackbaud account representative.