

Application Services Description

1. **Definitions.** The following definitions shall have the meanings ascribed to them when used in this document, and any related Order Form which includes Application Services.
 - a. **“Activation Date”** means the date by which Client is provided administrative access to the Application Services, and unless stated to the contrary in the initial Order Form, the date on which fees commence under the initial Order Form. Unless explicitly specified to the contrary for a particular Application Service in the initial Order Form, the Activation Date for all Application Services included in the initial Order Form is the date one (1) calendar month following the Effective Date of the initial Order Form.
 - b. **“Annual Form”** shall mean each consecutive twelve (12) month period following the Activation Date of the initial Order Form.
 - c. **“Constituent Record”** means (i) each discrete contact record in the Luminate CRM Application Service which is for a person or entity and (ii) each discrete record in the “Constituent” table in the Luminate Online Application Service that contains one or more deliverable email addresses and is not linked to a contact record in the Luminate CRM Application Service.
 - d. **“Supported Administrator(s)”** means the number of employees or consultants of Client identified on the Order Form who are given password-protected access to the administration tools used by Client to administer the Application Services and who may contact support directly.
 - e. **“Transaction”** means an instance in which an online authorization of a credit card, payment card, Electronic Funds Transfer or Automated Clearing House transaction is processed by the Application Services.
 - f. **“Transaction Funds”** means any funds generated by Client through Transaction(s).
2. **Application Services**
 - i. **Application Services.** Blackbaud will make the Application Services Subscription available to Client over the internet for Client’s use in Client’s business only. If indicated in an Order Form, certain Application Services may only be accessed by the total number of users specified in the applicable Order Form. Unless otherwise stated in an Order Form, Client is responsible for configuration and deployment of the Application Services. Blackbaud may provide a list of third party service provider(s) to assist Client with configuration and deployment services under separate terms with Client at Client’s sole expense. Blackbaud will not be responsible or liable for the actions or inactions of any such third party.
 - ii. **Application Services Subscription Term.** Unless terminated earlier in accordance with the Agreement, the initial term of Client’s Application Service Subscription is the period beginning on the effective date of the initial Order Form which includes Application

Services and ending the number of months or years specified in the initial Order Form as the subscription term (as may be modified or extended from time to time by a subsequent Order Form or amendment) following the earliest Activate Date (“Subscription Term”). Prior to the effective date of termination of the Agreement or the Application Services Subscription, Client is responsible for using the included self-service functionality designed to export any Client data stored in the Application Service in question. Client is additionally responsible for retaining its own copies of any Client data and Client internet content which was uploaded into the Application Services.

- iii. **Application Services Orders.** Unless specified to the contrary in an Order Form (a) any Application Services that are added following the initial Order Form will be provisioned within one (1) calendar month of the effective date of the Order Form where such Application Service(s) were added and will be coterminous with the preexisting Application Service Subscriptions; and (b) the monthly fees for any added Application Services will be prorated and synchronized to the invoicing schedule already in effect for the Application Services. Unless specified to the contrary in an Order Form, fees for any Application Service Subscription renewal period (i) will be invoiced on the same schedule as the immediately preceding billing period and (ii) will be subject to the same minimum fees, Transaction fees, usage allowances, additional monthly fees, and overage charges (as applicable) in effect in the period immediately prior to the commencement of the Application Service Subscription renewal period (including charging any such fees on a pro-rated basis to the extent certain fees were measured in annual, quarterly, or other defined periods of time and only a partial period remains in one or more Application Service Subscription renewal periods).
- iv. **Services.** (Applicable only to Clients who purchase implementation and consulting Services for the Application Services). Client acknowledges that the provision of Services by Blackbaud is dependent on Client providing reasonable access to relevant resources and timely decisions and input in connection with those Services. Any material change to the timing or scope of Services will be managed as follows. Either Blackbaud or client may initiate a change request when a material change or event occurs that may impact the scope of Services. Blackbaud will respond with formal documentation including a description of the change, the effort to implement the change, the impact to schedule, and the cost of the change (“Change Order Proposal”). Client and Blackbaud must agree in writing to any Change Order Proposal in the form of a written amendment to the applicable Order Form or SOW before any such change is effective. The foregoing is not intended to conflict with or limit Blackbaud’s ability to change a Client for hourly Service charges under the rate card which are separately authorized by Client in accordance with the applicable Service description.
- v. **Client Consultants.** In the event Client engages a third party consultant for the provision of services related to the Application Services (e.g. deployment services, or direct marketing agency services), Client acknowledges and agrees that notwithstanding any nondisclosure obligations to the contrary, Blackbaud may exchange Client data and/or Client Confidential Information with that third party consultant as necessary for the provision of such services to the Client.
- vi. **System Operations Service Level.** The Application Services Service Level Agreement (“SLA”) available at <https://www.blackbaud.com/files/ApplicationServicesSLA.pdf> specifies the availability of the Application Services provided under the Agreement. Consistent with the SLA, Blackbaud monitors its production system operations for the Application Services twenty-four (24) hours a day, seven (7) days a week to address outages associated with Blackbaud system infrastructure, including server hardware and software, firewalls, load balancer and routers, systems administration, co-location services, and bandwidth provision. For any unscheduled outage lasting longer than one-half hour, Blackbaud will notify Client within one (1) hour of such occurrence and, as necessary, will provide Client with a brief description of the nature of the problem causing the outage and the steps taken to prevent a future occurrence of the problem.
- vii. **Transaction Processing.** In order to utilize the payment card processing interface included in the Application Services functionality. It is the responsibility of Client to establish a merchant account and gateway from a provider that Blackbaud designates as compatible with the Application Services no later than thirty (30) days prior to configuring such functionality in the Application Service. Blackbaud will provide a list of compatible providers upon request.

- viii. **Use Limitations.** Use of the Application Services are additionally subject to the Acceptable Use Policy for Application Services available at <https://www.blackbaud.com/files/AUPSupplementforApplicationServices.pdf>.
- ix. **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, during which time Blackbaud will notify the customer of the DoS and DDoS attacks. 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.

3. Product Specific Terms

- a. **Salesforce Enabled Application Services.** (Applicable only to Clients where an Application Service description included in an Order Form specifies a dependency on the Salesforce Service, such as the Luminare Constituent Relationship Management Application Services). As used in this Application Services Description, "Salesforce" means Salesforce.com, Inc. or the Salesforce Foundation, Inc. and the "Salesforce Service" means the software service being provided by Salesforce which interoperates with the Application Services.
- i. **Salesforce Service Relationship.** In order for Client to access the Application Services which are dependent on the Salesforce Service, Client will be required to subscribe to the Salesforce Service for at least two (2) or more user licenses to the Salesforce Service for the duration of the Application Service Subscription (hereafter the "Salesforce Agreement"). Client understands that at least 1 user license must be dedicated and maintained for the duration of the Application Service Subscription for interoperability purposes. Client represents and warrants that Client has entered into a Salesforce Agreement sufficient to meet the requirements of this section. Use of the Application Services will be subject to any use restrictions for the Salesforce Service to which Client is subject, including but not limited to users, storage limits, uptime, and bandwidth limits. This Application Services Description does not apply to, and expressly excludes the Salesforce Service.
- ii. **Salesforce Service Integration.** Certain Application Services are designed to transmit, supplement, synchronize, update or copy data from one Application Service into another Application Service automatically ("Data Transfer Functionality"). Client is solely responsible for ensuring that Data Transfer Functionality is configured correctly.
- iii. **Salesforce Activation & Upgrade Process.** For any Application Service which is dependent on the Salesforce Service, Client understands that (i) it must fulfill any Client responsibilities that may be specified in an Order Form related to the Client's Salesforce Service and (ii) its designated Salesforce administrator must promptly follow the installation instructions provided by Blackbaud so that Blackbaud may provide Client administrative access to such Application Service on or before the Activation Date applicable to the Application Service in question. For Application Services dependent on the Salesforce Service, Client understands that in order to receive any updates that Blackbaud makes generally available for no additional charge to such Application Services; the Client's designated Salesforce administrator must download and install any such update to the Application Services into its Salesforce Service instance.

- b. MultiCenter Application Services.** (Applicable only to Clients where the MultiCenter Application Service is included in an Order Form and Client will use such MultiCenter Application Service to enable use of the Application Services by its Affiliates). The MultiCenter Application Service enables Client to make available Shared Application Service on a shared basis to Affiliates and to client by operating multiple Centers within a single platform site ID Application Services environment. For purposes of clarification, unless expressly set forth to the contrary in an Order Form, Client shall access and use the Shared Application Service and not a separate instance of the same Application Service.
- i. MultiCenter Definitions.** The following terms have the following meanings when used in this Section:
1. “Affiliate” means an entity that is a non-profit national, international, regional or entity legally related to Client pursuant to affiliate or similar agreements which, unless otherwise expressly set forth in an Order Form, must include the right to conduct fundraising or advocacy activities under trademarks owned by Client. Affiliates may also include other entities which do not meet the foregoing requirements, if expressly set forth on an Order Form.
 2. “Center” means an online location where Blackbaud provides Application Services to Client, or an Affiliate. Client may opt to operate more than one Center if it is comprised of different groups that manage distinct constituent lists (e.g. departments or affiliates). Each Center may have a different graphical appearance, be administered by different Administrators, and be constrained to operate with only constituents of that Center. Constituents can be a member of one or more Centers operated by Client or an Affiliate, and have one single, integrated constituent record.
 3. “Shared Application Services” means the specific Application Services identified as “Shared Application Services” in the applicable Order Form.
- i. Support for Shared Application Services.** Unless otherwise expressly set forth in an Order Form, Blackbaud will provide Client only (and not Affiliates) with ongoing support for the Shared Application Services in accordance with this Description.
- ii. Managing Centers.** The total numbers of Centers which the Client is entitled to operate to access the Shared Application Services and receive other Services as of the Effective Date of the Order Form shall be specified on the Order Form in the usage allowances Table under a category entitled “Centers”. Unless otherwise expressly set forth in an Order Form, Client will incur Services fees for Deployment Services for any added Centers. Unless otherwise expressly specified to the contrary in an Order Form, Client is responsible for the payment of all fees for the Shared Application Services, Application Services, usage allowances and related Services, whether incurred by Client or its Affiliates.
- iii. Affiliate Activities.** Client agrees to be responsible for each Affiliate’s use of the Shared Application Services and any acts or omissions of each Affiliate that would constitute a breach of the terms and conditions of the MSSA. All Affiliate use of the Shared Application Services shall be applied in aggregate with Client’s use of the Shared Application Services and any other Application Services towards the total usage allowances set forth in the applicable Order Form(s).