

Application Services Service Level Agreement

1. System Availability

- a. The minimum Uptime Percentage for each of the Application Services in any calendar month shall not be less than ninety-nine and seven-tenths percent (99.7%).
- b. “Uptime Percentage” is defined as the percentage of time each Application Service is Available during any during any one Calendar Month on a 24 hour per day, 7 day per week basis. “Calendar Month” means, for each Application Service, the monthly time period beginning at 12:00 am US Central Time on the first day of the calendar month following the Activation Date during the Subscription Term, and ending at 11:59 pm Central Time on the last day of each such calendar month. “Available” means, with respect to a particular Application Service, the periods that Client can access all material portions of such Application Service outside of (a) Scheduled Maintenance or Special Maintenance periods or (b) any other periods in which Third Party Issues are present.
- c. Blackbaud is not responsible for limitations or inability to use the Application Services by Client or the public which are the result of failures or defects in services or equipment which are not provided by Blackbaud, including but not limited to SFDC, payment gateway, merchant account or other service providers (“Third Party Issues”). In the event of Third Party Issues, the Application Services are still considered Available under this SLA.
- d. Without limiting the generality of the foregoing, Blackbaud is not responsible for, and the Application Services are still considered Available in the event of (a) failure by Client to maintain adequate Internet Domain Name Service (DNS) provisioning for Internet hostnames; or (b) unavailability of credit card transaction processing caused by failures in third party transaction services, including payment gateway, merchant account or verification services; or (c) inability of Client to use the Application Services caused by Client’s or Client’s service providers’ failure to provide adequate computing facilities, Internet connectivity or utility services; or (d) inability of members of the public to use Client’s pages hosted by Application Services caused by failures on the part of such persons’ computer or telecommunication facilities or equipment (hardware or software) or Internet connectivity; or (e) inadequate training of Client personnel with respect to use of the Application Services or issues with password authorization that are not the responsibility of Blackbaud (f) suspensions of Client’s Application Services as permitted under the AUP or MSSA; or (g) Client’s breach of a term or condition of an Order Form, the MSSA or the AUP causing the unavailability; or (h) events of Force Majeure as defined in the MSSA. Software bugs, errors or other problems with the Application Services that do not prevent Client’s access to the Application Services are not relevant to a determination of Availability, and are addressed separately under the Agreement.

2. Maintenance Periods

- a. Blackbaud will use commercially reasonable efforts to conduct Scheduled Maintenance and Special Maintenance afterhours or other times that Blackbaud determines in its reasonable discretion are not critical use periods for the majority of its clients.
- b. “Scheduled Maintenance” means a period during which Blackbaud may suspend availability of one or more Application Services, in whole or in part, in order to carry out maintenance activities, and may be scheduled, subject to Section 2(a), as follows:

- i. Client will be notified by e-mail in advance of any period of Scheduled Maintenance which will require suspension of all or the majority of an Application Service for a period of 90 minutes or less; and
 - ii. Client will be notified by email not less than 7 calendar days in advance of any period of Scheduled Maintenance which will require suspension of all or the majority of an Application Service for a period of more than 90 minutes.
- c. “Special Maintenance” means a period during which Blackbaud may suspend availability of one or more Application Services, in whole or in part, in order to address an issue which merits immediate attention in the interest of Application Services security or other performance issues which may impact several Blackbaud clients. Blackbaud may elect to perform Special Maintenance with less notice than required in Section 2(b), however, Blackbaud will use all reasonable efforts to provide as much notice as is reasonably practical given the nature of the issue.
- d. If Client has more than one installation of the Application Services, Scheduled Maintenance and Special Maintenance for separate installations may occur at different times.

3. Remedies

- a. In the event that the Uptime Percentage in a Calendar Month falls below the minimum Uptime Percentage set forth in Section 1(a) above for any Application Service purchased by Client, Client shall be entitled to a credit against future Application Services Fees equal to ten percent (10%) of the Application Service Fees attributable to the Application Service(s) which were the subject of the failure for the month in which such failure occurred for each tenth of a percent (0.1%) or part thereof by which the Uptime Percentage falls short of the minimum Uptime Percentage, to a maximum credit of twenty percent (20%) of the Application Service Fees attributable to the Application Service(s) which were the subject of the failure. Any claim for credit must be made in writing as soon as possible, but in no event later than thirty (30) days of the end of the month in which the failure occurred, and must specify the date, time and approximate length of the failure as well as the Application Services affected (“Downtime Notice”). Client will provide reasonable assistance to Blackbaud as requested to identify the source of the failure. For any Downtime Notice that Blackbaud is able to verify, Blackbaud will issue Client the applicable credit on the Client’s invoice for the month following Blackbaud’s receipt of the Downtime Notice.
- b. If Client has multiple installations of the Application Services, then the Uptime Percentage and Scheduled and Special Maintenance for each will be calculated separately for the purposes of determining eligibility for a credit, and the credit for each installation will be calculated as a proportion of the Application Service Fees applicable to that installation.
- c. If the Uptime Percentage for an Application Service falls below 99.5% for three consecutive months over a 12-month period (“Extended Downtime”), then Client shall have the right, upon notice to Blackbaud, to terminate the Application Service that is the subject of the Extended Downtime and receive a refund of the prepaid fees associated with such Application Services for the period following the date of notice. This Section 3 contains Client’s exclusive remedies with respect to a failure to meet the SLA under the Agreement.