

# Blackbaud CRM™

## Subscription Description



## Overview

Blackbaud Subscriptions are designed to be accessible by You when You need them. This Subscription Description sets forth Our commitment to You, as an active subscriber of a Blackbaud Subscription, to ensure it is ready when You are (referred to herein as “Available” or “Availability”). Below is a summary of Our Availability service levels and remedies available to You if We fail to meet the service levels.

We are continuously improving Our Blackbaud Subscription and apply updates to our Subscription from time to time. Except for new features, such updates are typically transparent to You and will not cause an interruption to the Availability of the Subscription. There are times when We must reset the equipment, install or re-install patches that may cause the Subscription to be unavailable. For such instances that are a part of Our planned maintenance, We will post a notice on the Subscription in a location visible to You (e.g., prompt upon login or homepage) at least 72 hours prior to the planned maintenance activity. In the rare instance where We need to update the Subscription with less than 72 hours’ notice, possibly due to a critical patch or other urgent reasons, We will provide You with as much notice as reasonably possible.

We commit that the production version of Your Subscription will be Available at least 99.9% of the time calculated on a monthly basis, excluding planned and critical maintenance as stated above. As part of Our continued commitment to You, Blackbaud will offer a credit in the event the average availability for the entire prior month falls below 99.7%. Should You experience a disruption to the Subscription, please notify Us as soon as possible, no more than 30 days of the end of that month. We will investigate the issue using Our tools to measure and confirm any reported unavailability.

Upon timely notice of unavailability that qualifies for a credit, We will credit Your next invoice as follows:

MONTHLY UPTIME		CREDIT (percentage of monthly fees for Subscription)
Minimum	Maximum	
≤ 99.7%	≥ 99.5%	10%
≤ 99.5%	N/A	20%

### Monitor

We will monitor performance indicators on the systems and network infrastructure to gauge overall performance and will take reasonable steps to address systems and network infrastructure as required to maintain application performance. We will use an internal system to measure whether the Solution is available, and You agree that this system will be the sole basis for resolution of any dispute that may arise between Us regarding the Availability.

### Backup

We will perform fully restorable data backups for your production database as follows:

Backup Type	Retention	Location
Nightly	1 week	Primary and Secondary
Weekly	4 weeks	Primary and Secondary
Monthly	6 months	Primary and Secondary

You may request delivery of one (1) backup copy of Your production database per month by creating a case with Support. Data backups stored at Our secondary location will be made available to you by Customer Support.

## Overview (continued)

### Minor Upgrades and Patches

(e.g., 4.0.0.1 to 4.0.0.2) We will install minor upgrades/releases of the Solution, including patches, service packs and/or fixes, as they are made available to Our general customer base at no charge. No less than twice per year, You are required to be upgraded to the highest current minor version of the Solution. Delay or failure to upgrade on schedule may cause an increase in your fees. Refusal to upgrade may cause Blackbaud to terminate access to the Subscription.

### Major Upgrades

Upgrades to major releases (e.g., 3.x to 4.x) and related conversions require careful planning and data decisions that must be managed jointly between Us. Installation of major releases will be performed by Blackbaud provided You are a current maintenance customer. Additional services related to conversions to major releases (e.g., data conversion, report and customizations, data cleanup, additional hardware) may be required and are outside the scope of services provided herein. Delay or failure to upgrade on schedule may cause an increase in your fees. Refusal to upgrade may cause Blackbaud to terminate access to the Subscription.

### Security Upgrades

In the event of a potential security concern, You may be requested to upgrade within a shorter timeframe. Refusal to upgrade may cause Blackbaud to terminate access to the Subscription. increase in your fees. Refusal to upgrade may cause Blackbaud to terminate access to the Subscription.

## Email Solutions Provided by Blackbaud

We will provide the following Email Solutions as specified on the applicable Order Form:

### Bulk Email Service

An email message that is sent to one or more recipients at a time specified by You. Examples of Bulk Email include newsletters and blasts.

### Transactional Email Service

An email message that is sent to one recipient in response to an action initiated by the recipient. Examples of Transactional Email include donation acknowledgements, opt-in confirmations, and event registration confirmations.

### Domain Name Service (DNS) Configuration and Maintenance

We will configure and maintain all necessary DNS records to ensure proper delivery of email through Our Subscriptions and will only do so for domains exclusively used for Our Subscriptions.

### Blacklist Monitoring

We will monitor all private and shared IP addresses used for Email Solutions for inclusion on any of the well-known Blacklists. When an IP address is listed on any of the well-known Blacklists We will take appropriate action to get the IP address removed from the Blacklist.

## DDoS Services Provided by Blackbaud

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) attack is where incoming traffic comes from more than one - and often thousands - of unique IP addresses, either from botnets or via various types of reflection attacks.

In the event of a DoS or DDoS attack targeting You, We 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 Your specific IP address(es), We will deploy Auto-Mitigation at Our expense for a period of 24 hours, during which time We will notify You of the DoS and DDoS attacks. Following this 24-hour period, You will have the option to take Your



website offline or subscribe to continued Auto-Mitigation at Your expense for the duration of the DoS or DDoS attack. Our Auto-Mitigation service is designed, but not guaranteed, to minimize the impact of DoS and DDoS attacks on Your infrastructure by catching and re-routing potentially malicious attack traffic before DoS and/or DDoS reaches Your website. Re-routed data is analyzed and scrubbed to remove malicious packets before being forwarded to Your website.

## Blackbaud CRM Non-Production Environments

We will provide optional “Non-Production Environment(s)” in addition to a Production Environment for Blackbaud CRM Software purchased by You (“CRM”), in accordance with the specifications detailed 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 / customizations / integrations prior to promoting such changes to your production environment of the Software (“Production Environment”).

### 1.1 - Non-Production Environment

We will install Non-Production Environment(s) running either the same version(s) of CRM or, when applicable, upgraded to the proposed next release or patch. During normal business hours (8:30am-6pm EDT/EST) Your data will be upgraded in a Non-Production environment to the proposed next release or patch once per version release and configurations will be installed for Your evaluation prior to a production upgrade. Additional upgrades are available for an additional charge.

Each Non-Production Environment will be accompanied by a single database instance.

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

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

### 1.2 - Development Non-Production Environment

Blackbaud does not currently offer Development Environments for Purchase. All development work must be done in a locally-accessible machine using the Blackbaud CRM Software Development Kit (SDK) and in accordance with Blackbaud’s published Application Program Interfaces.

We reserve the right to review the functional specifications and code for all configurations developed by You or on Your behalf and have the right to reject such configurations if we determine, in our sole discretion, that they may cause detrimental harm to the Solution or do not meet Blackbaud’s compliance requirements including OWASP Top 10, SANS Top 25, and PCI DSS.

Quality assurance and performance impact tests may be coordinated by Us. Deployment of SQL or custom code into either the Non-Production Environments or Production Environments requires written approval from both of US.

Following written approval SQL statements and custom code developed by You will be loaded into the Non-Production Environments or Production Environment on a schedule as agreed between Us, not to exceed five (5) business days from the date of the approval.

### 1.3 - PCI-DSS

In compliance with Payment Card Industry-Data Security Standards (PCI-DSS), Non-Production Environments are not allowed to test live Primary Account Numbers. 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 Blackbaud CRM.



#### **1.4 - Access**

We will provide secure access to all Non-Production Environments with the latest supported version of the Software via the Internet on a 24/7 basis (excluding Maintenance). Non-Production Maintenance may be performed during the same Maintenance Windows as Production.

#### **1.5 - Availability**

“Non-Production availability” means stable access to the Non-Production Services and Non-Production Subscription without substantial degradation to the Non-Production Services such that the Non-Production Subscription are unusable by You as a result of unreasonable response times. We will provide 99.0% availability to the Non-Production Services calculated on a monthly basis, excluding Maintenance. No service level credits are provided for availability for Non-Production environments.

#### **1.6 - Backups**

We will not perform any backups in the Non-Production Environments. If applicable and agreed to in writing by Us Blackbaud will provide a training master copy of the database in Your Non-Production Environment.

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#### About Blackbaud

Leading uniquely at the intersection point of technology and social good, Blackbaud connects and empowers organizations to increase their impact through cloud software, services, expertise, and data intelligence. We serve the entire social good community, which includes nonprofits, foundations, companies, education institutions, healthcare organizations, and the individual change agents who support them.

