

Blackbaud Europe Ltd.

Local Terms

For purchases between Blackbaud Europe Ltd. and clients based in the United Kingdom and the European Union, the following terms shall apply in addition to those set forth in the Blackbaud Solutions Agreement:

1. References to Blackbaud include (i) Blackbaud Europe Ltd., which has offices at Studio 1.19, Canterbury Court, 1-3 Brixton Rd, Vassal, London SW9 6DE, England, and (ii) Giving.com Ltd (“JustGiving”).
2. All references to financial amounts shall use Pound Sterling (GBP).
3. System requirements are available at: <https://www.blackbaud.co.uk/systemrequirements>.
4. The Mutual Representations and Warranties clause is expanded to include, as applicable, the General Data Protection Regulation 2016/679 (“GDPR”), the UK Data Protection Act of 2018, the UK GDPR, and the Bribery Act 2010 within the applicable laws and regulations with which each party represents and warrants they shall comply in connection with performance of their obligations under the Agreement.
5. Any controversy or claim arising out of or relating to this contract, or a breach thereof, shall be determined by arbitration conducted in accordance with the International Centre for Dispute Resolution rules. Arbitration shall be in London, England and the laws of England shall be applied. Any decision in arbitration shall be final and binding on the parties. Judgment may be entered thereon in any court of competent jurisdiction. Notwithstanding the above, Blackbaud may sue in any court for infringement of its proprietary or intellectual property rights or to seek any injunctive relief. This Agreement shall be governed by and construed in accordance with the laws of England.
6. **Background Inquiries.** You give Blackbaud permission to make inquiries about your organization and to obtain information about your organization as may be necessary to enable Blackbaud to verify your organization’s identity as required from time to time by anti-money laundering laws, other applicable laws and Blackbaud’s internal procedures relating to “know your client” and creditworthiness background checks. You acknowledge that your organization’s business information may contain personal information about individuals related to your organization and that if your organization is located outside of the U.S., Blackbaud’s background inquiry procedures may require such personal information be transferred into the U.S.
7. **Subscriptions, Hosting and Standard Contractual Clauses:** The servers used to provide Subscriptions and Hosting to You are operated by Blackbaud, Inc. Certain Blackbaud functions and features do require the transfer of data outside the European Union and/or the United Kingdom, but all locations are compliant with the requirements set forth in the Standard Contractual Clauses available at <https://www.blackbaud.com/terms-and-conditions>.
8. In connection with your purchase from Blackbaud, JustGiving will provide certain fundraising services to You as more fully detailed at <https://www.justgiving.com/info/terms-of-service-versions>. You acknowledge and agree You and Blackbaud are both controllers of user information collected through the JustGiving platform. You retain ownership rights to any information You may have collected through other Blackbaud Solutions.