

Blackbaud Consulting and Professional Services Terms

The following terms apply for all customers purchasing Professional and Consulting Services. The billing terms herein apply unless otherwise set forth in the applicable Order Form.

Services Billing Terms

a. Time and Material Services

- (T&M) Services will be billed monthly based on the hours entered by the project team
- Change Orders are requested and approved by You, and may impact scope, hours, and cost, thereby adjusting services terms accordingly

b. Managed Services and Retained Services

- Unless otherwise stated on the Order Form, ongoing Services will be billed monthly upon the Effective Date and continue in effect for the term of the agreement
- Change Orders are approved by You, and may impact scope and cost, thereby adjusting Services terms accordingly

c. Fixed Price Engagement (FPE) Services

- FPE Services less than or equal to 80 hours will be billed 50% upon the Effective Date, and the remaining 50% ninety (90) days thereafter
- FPE Services greater than eighty 80 hours but less than or equal to 2,000 hours, will be billed in four payments as follows:
 - i. 30% at project start
 - ii. 30% at delivery of Business Requirements Document by Us to You
 - iii. 30% at completion of project work by Us
 - iv. 10% at project closure by Us
- FPE Services greater than 2,000 hours will default to the above standard FPE milestones and billing terms unless otherwise stated in the Order Form or otherwise mutually agreed upon prior to project start

Services Engagement Project Start

Pricing afforded to You is on the condition that You are prepared to start the Services, for engagements with fewer than 2,000 hours, within sixty (60) days of the Effective Date unless otherwise detailed in the Statement of Work (SOW). If you do not physically start project within this time, Services shall be considered “on hold” and are subject to the terms of the next section. It is understood that Services engagements greater than 2,000 hours may require custom project timelines and start dates which will be mutually agreed upon.

Placing Services Projects On Hold

One-to-One Services Model - If the project has started and You request the Services work be placed on hold for a period greater than thirty (30) days, or You are not prepared to start or continue work, or the Services work has defaulted to an on hold status due to a non-start, You agree to pay a “hold” fee equal to 20% of total Services fees in addition to the total Services fees. The “hold” fee is to ensure that Our resources are available when the project resumes. The first “hold” fee will be due thirty (30) days after the project goes on hold and shall be due for each subsequent thirty (30) days that work does not resume, in earnest, unless otherwise stated in the SOW.

Cohort Model - If the project is delivered in a Cohort model and You have confirmed a Cohort session, You may reschedule that session within five (5) business days without penalty. After five (5) business days, that session will be considered cancelled and is subject to the applicable cancellation terms outlined herein.

Expiration of Services

Services shall expire and all Services fees paid by You will be retained by Blackbaud if Services are not started within one year of the Effective Date.

Change Orders

Blackbaud shall perform the Services specified in the SOW. Change Orders may be executed based on substantial and material changes to the Services defined in the SOW and any Services or changes not specifically included in the SOW will require a duly executed and mutually agreed upon Change Order prior to any changes being implemented.

- a.** All T&M Services are estimated and subject to a 10% variance without requiring a Change Order
- b.** Any change to the Services defined in the SOW that are due to Your failure to fulfill responsibilities and assumptions set forth in the SOW will require a Change Order
- c.** Any and all properly executed Change Order(s) are subject to the terms of the Blackbaud Solutions Agreement
- d.** A Change Order will document:
 - The change in the SOW
 - Additional Services to be delivered and resources required
 - Additional estimated fees (if applicable)
- e.** Activities outlined in Change Orders will be billed at standard hourly rates

BILLABLE WORK

The following activities are examples of billable work and have been factored into the professional and consulting Services estimate provided as part of your contract:

- ✓ Resource Coordination
- ✓ Project related meetings and communications
- ✓ Project planning, managing, and status reporting

Exchange and Cancellations as it Relates to Services

If You cancel or exchange Services for any reason, You agree to pay for:

- a.** FPE, Managed Services, and Retained Services—all Services work already performed by Us, any related non-recoverable travel expense, and a re-scheduling fee of 20% of total contracted project fees
- b.** T&M—all work performed to date up to but not exceeding the T&M hours expended as of time of cancellation, any related non-recoverable travel expense, and any T&M hours needed to restore said systems/work
- c.** Capital expenditure, third party vendor or other non-Services costs incurred by Us, and billable to You under terms of the Order Form or SOW

Deliverables Acceptance

Unless otherwise stated in Your SOW, deliverables are subject to these Acceptance Procedures. A Deliverable is defined as a tangible item produced as part of the services project. Once Blackbaud delivers a Deliverable, Blackbaud will make the Deliverable available to You for review, and You must accept or reject the Deliverable within a defined time period. Deliverable Acceptance Procedures apply only to Deliverables for which Blackbaud is responsible as defined in the project's SOW or Project Schedule.

- a.** You will provide an adequate number of resources to review Deliverable to confirm conformity in all material respects based on mutually agreed upon requirements and specifications
- b.** You will provide written notice of acceptance or rejection within ten (10) business days of delivery. Deliverables which are not rejected by You within the above time period shall be deemed accepted.
- c.** An acceptance timeframe beyond the initial ten (10) day period may be agreed upon by Us and documented in the Project Schedule

These Blackbaud Professional and Consulting Services Terms are subject to change in Blackbaud's sole discretion. In the event of any such change, Blackbaud shall post a revision of these Terms at <http://www.blackbaud.com/terms> and Your continued use Professional and Consulting Services shall be subject to such revised terms.