# 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 Solutions and apply updates to our Solutions 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. Should You experience a disruption to the Subscription, please notify Us as soon as possible. In order to be eligible for a service credit, the average Availability for the entire prior month must drop below 99.7% and You must notify Us within 30 days of the end of that month so that We can investigate the issue. We will use 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 | | PERCENT OF MONTH CREDIT |
|---|---|---|
| Minimum | Maxiumum | |
| <=99.7% | >=99.5% | 10% |
| <=99.5% | N/A | 20% |

We will perform periodic backups of Your data for use by Blackbaud Support.

## 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.