

Blackbaud Website Package

Blackbaud Website Package is a combination of web site design, hosting, support, and related ongoing services. We will setup the new website on our web hosting platform and ensure that the site is up and performing optimally. You will administer the web site and content for the duration of the term, leveraging our ongoing services and supporting teams to ensure the site operates as expected. Your solution level and deliverables are determined by the items on Your Order Form and applicable Statements of Work.

The Blackbaud Website Package is built on WordPress, a third-party Content Management System (CMS.)

Although built on WordPress, the Blackbaud Website Package may not employ all the features or functionality available in full WordPress solution. Moreover, Blackbaud is not responsible for or able to modify the design or user interface of the WordPress CMS system.

Your Responsibilities

To use Blackbaud Website Package, You must:

- a. Purchase a Blackbaud Website Package Subscription.
- b. Identify to Blackbaud (by providing name and contact information including email address) the “Primary Contact” for Blackbaud Website Solution (i) who has the authority to make website-related requests and (ii) with whom Blackbaud will communicate on website-related matters. If a Primary Contact is not properly identified, We shall have the right to deem Your contact for this agreement as Your “Primary Contact”.
- c. Administer security within the Solution (e.g., granting of rights to a user for a specific form in the applications). You are also responsible for maintaining Your users’ desktops and providing users with network access to Blackbaud Website Package.
- d. Provide connectivity and secure access to the Internet for Your locations to provide adequate access from the Solution(s) or to Blackbaud Website Package secure platform.
- e. Use reasonable precautions to ensure security for integration between applications at the Your site and Blackbaud Website Package.
- f. Promptly advise Blackbaud in advance of any changes to Your operations, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted applications.
- g. (i) Use Blackbaud Website Package only for Your legitimate internal business purposes, (ii) not use Blackbaud Website Package for load testing, and (iii) not sell or provide, directly or indirectly, any portion of Blackbaud Website Package to any third party.
- h. Maintain and observe all reasonable security measures to protect Your systems, including the Solution(s) and the data contained therein, from unauthorized control, tampering, or other unauthorized access.

PCI DSS Compliance Indemnity; Limitation of Liability

Blackbaud shall indemnify and defend You against any third-party claims to the extent arising from Our failure to maintain Blackbaud Website Package in compliance with PCI DSS. Please review the responsibilities of each party located at <https://www.blackbaud.com/pci-compliance/>. This Section states the entire liability of Blackbaud with respect to any such third party claim. You shall give Blackbaud prompt written notice of any such claims for indemnification and You agree to relinquish control of defending any such claim to Blackbaud, including the right to settle. Our maximum liability for these indemnification obligations is \$1,000,000. We shall not be liable to You for the loss of any donations by donors to You. The parties agree that any such losses are indirect or consequential damages, liability for which is specifically excluded under these Terms and the Blackbaud Solutions Agreement.

Terms Subject to Change

These Blackbaud Website Package 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/files/urlTBD/urlTBD.pdf> and Your continued use of Blackbaud Website Package shall be subject to such revised terms.

