1. **Donor Discovery Subscriptions.** The following restrictions apply to Your use of the Donor Discovery Subscription:

(a) “DonorSearch Data” means the proprietary information and supporting materials provided by DonorSearch for each constituent record submitted through the Subscription, including any modifications or improvements made by DonorSearch or Blackbaud to the information, and any other materials provided by DonorSearch for use in connection with such information. You have no proprietary rights in DonorSearch Data.

(b) You will not lend, sell, lease, assign, sublicense, hypothecate, or otherwise dispose of, or transfer the DonorSearch Data.

(c) You will not use the hyperlinks contained in the DonorSearch Data for any purpose other than Your independent verification of the DonorSearch Data. You expressly agree that such hyperlinks are proprietary to DonorSearch.

(d) You will not disassemble, decompile, reverse engineer, modify, create derivative works of, or otherwise alter the DonorSearch Data.

(e) You will not use the DonorSearch Data to compile, enhance, verify, supplement, add to or delete from any mailing list, directory, or other compilation of information that You use or that is used or provided by a third party.

2. **Net Worth – Gold Subscriptions.** The following restrictions apply to Your use of the Net Worth – Gold Subscription:

(a) “Acxiom Data” means the proprietary information and supporting materials provided by Acxiom for each constituent record submitted to Acxiom through the Subscription, including any modifications or improvements made by Acxiom or Blackbaud to the information, and any other materials that are provided by Acxiom for use in connection with such information. You have no proprietary rights in Acxiom Search Data.

(b) You may not use the Acxiom Data as a factor in establishing an individual’s creditworthiness or eligibility for (i) credit or insurance or (ii) employment.

(c) All marketing communications used in connection with any Acxiom Data shall: (i) be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation or the source of the recipient’s name and address; (ii) comply with all applicable
Federal and state laws, rules, and regulations; and (iii) comply with all applicable privacy policies, ethical use, and Fair Information Practices published by the Direct Marketing Association.

(d) You are responsible for all materials intended for mailing to names and addresses included in the Acxiom Data. You agree to (i) keep copies of mail materials for a period of no less than six (6) months after any mail date and (ii) provide one (1) copy of such materials to Acxiom or Blackbaud upon receipt of a written request.

(e) You may not use the Acxiom Data, in whole or in part, in the development of (i) any application that is outside the scope of this agreement or (ii) any data products or services to be provided to third parties including, without limitation, any list enhancement or data appending service or product.

(f) Blackbaud reserves the right to review and pre-approve Your intended use of the Acxiom Data prior to fulfillment of an order.

(g) You shall be responsible for accepting and responding to any communication initiated by consumers (“Consumer Inquiries”) arising out of Your use of the Acxiom Data. You agree to provide “in-house” suppression to consumers, upon request by consumers, from Your future marketing initiatives and agree to honor any such request by suppressing such consumer information from Your marketing solicitations. No reference to Acxiom in written or oral communication to a consumer or in scripts used by You in responding to Consumer Inquiries shall be made without Acxiom’s prior written approval.

(h) Upon termination of this agreement, and if requested by Acxiom, You agree to return all copies of the Acxiom Data to Acxiom or dispose of the Acxiom Data in a manner acceptable to Acxiom, and certify such action in writing. During the Subscription term and for a period of one (1) year thereafter, You shall maintain current, accurate, and complete books and records relating to Your use of the Acxiom Data and shall allow Acxiom or its representative to examine, inspect, audit, review and copy, or make extracts from all such books and records and any source documents used in preparation thereof, to ensure compliance with the agreement upon reasonable prior written notice.

3. Blackbaud Guided Fundraising™. The following restrictions apply to Your use of the Blackbaud Guided Fundraising™ Subscription:

(a) Third parties provide email, telephony, texting services. Solely for the purpose of delivering the Subscription, You agree that We may provide Your Confidential Information to such third party providers in order to send emails, calls, and text messages that You generate through the Subscription.

(b) You acknowledge that the Subscription does not allow You to access 911 or similar emergency services. The Subscription is not intended to replace any primary phone services, such as a traditional landline or mobile phone, that may be used to contact emergency services.

(c) Blackbaud and the third party providers will use commercially reasonable efforts to deliver emails, but we do not guarantee delivery. Filtering services and other policies of recipient email services may prevent successful delivery of emails.

(d) The Subscription uses Stripe to provide integrated payment processing to collect donations. If You elect to use integrated payment processing, You must create an account with Stripe and agree to Stripe’s terms and conditions. Stripe will process payments on Your behalf. You are responsible for managing Your Stripe account. By connecting Your Stripe account to the Subscription and solely for the purpose of delivering the Subscription, You grant Blackbaud authority to access to Your Stripe
data and to create payments, charges, customers, subscriptions, products, plans, and customers in Your Stripe account.