

1 PROJECT OVERVIEW

This Statement of Work (“SOW”) outlines the Deliverables and parameters for the delivery of services (“Engagement”) for Blackbaud Website Package (“Solution”). This SOW is governed by the terms and conditions stated on the Order Form.

1.1 Executive Summary

Blackbaud will make available resources to deliver services outlined in section 3.

1.2 Best Practice Approach

Client has agreed to a tailored, best practice approach, which leverages Blackbaud’s extensive industry knowledge to provide Client with a prescriptive approach to the project by recommending business processes and efficiencies. Utilizing this Solution may require adjustments to Client’s existing standard operating procedures to benefit from the best practice system design.

2 ASSUMPTIONS AND CLIENT RESPONSIBILITIES

The performance of services, timing, resources, and fees associated with this SOW are based on the assumptions and Client responsibilities set forth below when applicable. Should any of these assumptions not be fully realized, or should Client fail to timely perform its responsibilities below and elsewhere in this SOW, a Change Order may be required.

1. Client shall provide resources to fill the following core roles:
 - a. Primary Contact, who will work with Blackbaud to coordinate meeting resources, assist with task planning, help resolve issues and manage risk, provide feedback for initiative prioritization, assist with roadmap production and ensure that appropriate management approvals are obtained in a timely manner
 - b. Business and Technical Subject Matter Experts (SMEs) as reasonably required to attend various sessions. SMEs will provide knowledge and insight into the data, processes, and tools for each activity being investigated. Additionally, Client resources will be available as reasonably required to provide follow up materials and answer questions after sessions have concluded and to provide feedback on associated Deliverables.
2. Client shall make all service requests covered in this SOW with reasonable lead time in advance of the deadline. Lead times will vary depending on the nature of the request. Blackbaud and Client will work together to develop mutually agreed-upon timelines for work requests.
3. Client shall provide Blackbaud with timely and complete access to, and ensure the availability of, all Client personnel, data, documentation, information, standards, systems, and other resources that may be reasonably necessary for Blackbaud to perform the services.

4. Client will cooperate with Blackbaud in taking actions and executing documents, as appropriate, to achieve the objectives of this SOW. Client agrees that Blackbaud's performance is dependent on Client's timely and effective cooperation with Blackbaud. Accordingly, Client acknowledges that any delay by Client may result in Blackbaud being released from an obligation or scheduled deadline or in Client having to pay additional fees for Blackbaud's agreement to meet a specific obligation or deadline despite the delay.
5. Client's business leaders will be responsible for timely decision making, critical issue resolution, and efforts to promote this Engagement internally
6. Client and Client's non-Blackbaud vendor(s) will use reasonable efforts to respond to questions or requests within one business day
7. Client will notify the appropriate vendors and make the necessary arrangements for Blackbaud to conduct interviews to gather details about each vendor's processes as needed
8. Blackbaud and Client will both be responsible for activities within the project that do not require acceptance; however, timely completion of the project may be dependent on the completion of these activities.
9. Completion of deliverables assumes Client resources (e.g., business leaders, team members, IT resources, SMEs, vendors, etc.) are available to support activities such as workshops, meetings, document review sessions, etc. If Client resources cannot provide adequate time, the Deliverable schedule and activities are subject to change.
10. Blackbaud is not responsible for any modification made to any Deliverable by Client or a third party
11. Client is responsible for the completeness and correctness of all documentation presented to Blackbaud and shall verify the accuracy or completeness of the information provided
12. Client is responsible for the accuracy of all data presented to Blackbaud
13. Client is responsible for extracting data from any of Client's legacy systems
14. Client will be responsible for obtaining all necessary license(s) and use rights for any such items that will be utilized by Blackbaud in connection with services delivered and to provide Blackbaud legal access thereto
15. Client will submit files via Secure FTP. The following file formats are acceptable: txt, csv, xls, or.xlsx. A Change Order may be required if other file formats are needed.
16. Client agrees to adapt its business practices and processes to support standard system functionality wherever possible
17. Blackbaud will not perform any services requested by Client that are not supported by standard and generally available functionality within the Solution(s)
18. Services specified in this SOW apply to one instance or database only, unless otherwise specified
19. No Blackbaud travel is required for the performance of services, unless mutually agreed-upon by Blackbaud and Client
20. Services will be performed remotely on the Solution(s). In order to facilitate the work, Client agrees to provide a remote connection to the Solution(s). This connection can be via access through terminal services or a workstation connected to its server with a broadband Internet connection.
21. Any Deliverable that requires more than 40 hours of effort, as determined through the course of the Engagement, will require a separate SOW

2.1 SOW-Specific Assumptions and Responsibilities

1. Any change in requirements during this project that requires a Change Order will use project hours under this SOW to identify, scope, and determine a solution for new or changed requirements
2. Client may choose to engage third-party partners to assist or support project tasks, as well as for project-related work which may be out of scope. Blackbaud will regard and consider all such partners as though they are staff-extensions of Client and members of Client's project team, i.e., references in this SOW to 'Client' includes any third-party partners engaged on project tasks.
3. Client agrees to provide a dedicated project team comprised of core roles. An individual Client resource may serve in multiple roles. These resources will partner with the Blackbaud project team. To ensure adherence to the previously stated project timeframe, Client's project team will remain dedicated to the project even during heavy (typically year-end) fundraising cycles.
4. Client is responsible for all domain registrations for domains that will be utilized with the Solution
5. Blackbaud and Client will both be responsible for tasks within the project. These tasks do not require acceptance; however, timely completion of the project may be dependent on the completion of these tasks. Those tasks may include:
 - a. Project Management Activities: Blackbaud and Client will collaborate on and complete project management activities as directed in the project plan, if there is one
 - b. Solution Validation and Testing: Client is responsible for creating and executing use cases and test scripts to validate and test business process design by functional area, custom solutions, and end-to-end business processes
 - c. Reports and Data Outputs: Client is responsible for defining, documenting, and prioritizing specifications for all data outputs and reports
 - d. Coordinating sign off and approvals from internal stakeholders to meet the deadlines defined in the project plan
 - e. Creating all content on the website including text and images
 - f. Creating all pages on the website that are not included in the Content Optimization Deliverable
 - g. Providing brand assets such as logo, fonts, images, colors, etc.
 - h. Designating a Webmaster(s) to watch the supplied video tutorials, participate in the functional overview, and handle ongoing admin and maintenance tasks within the Solution:
 - Maintaining ADA compliance on all pages not included in the Content Optimization Deliverable
 - Maintaining SEO on all pages including updating of metadata and keyword optimization
 - Maintaining 301 redirects and Google Search Console administration
 - Managing domain name registration and DNS records

3 BLACKBAUD SERVICES

The Blackbaud Website Package was created by Blackbaud experts in the nonprofit industry specifically for nonprofit organizations to help improve their online success. Solution includes the following:

- 1:1 implementation
- Custom visual design based on strategic recommendations
- Design and implementation of up to three Advanced Modules
- Content strategy and optimization of the site homepage and primary landing pages (up to 10 pages)
- On-demand training videos
- Up to two hours of 1:1 training and Question and Answer sessions
- Cloud operations support and maintenance

Note — Additional information about the Blackbaud Website Package can be found at:
<https://www.blackbaud.com/training-support/support/howto/blackbaud-website-package/fags>

3.1 Deliverables

Blackbaud and Client will jointly prepare the project plan. The project plan is a formal document designed to guide the control and execution of a project. The project plan will include the Deliverables. The project plan will also include project tasks upon which Deliverables are dependent and the related timeline for those tasks.

The following section describes the Deliverables and tasks that Blackbaud will provide and perform as part of the Solution implementation. If an area and supporting information is not explicitly stated below, it is considered out of scope for this SOW and may require a Change Order.

Area	Description
Project Plan	Blackbaud will provide a project plan to show a timeline of key milestones and tasks to be completed throughout the duration of the project.
Website Strategy and Planning	Blackbaud will hold a website strategy session to discuss content review findings, content needs, branding needs, and will make recommendations for the use of the Solution.
Strategy Deliverables	<p>Blackbaud will conduct several strategic exercises, including:</p> <ul style="list-style-type: none">• A Persona Exercise to map out up to four key audience groups that will need to interact with the new website• Based on the Website Strategy and Planning session, Blackbaud will recommend and implement one sitemap. <hr/> <p>Note — The website hierarchy and location of internal pages can be modified by Client once the layout has been approved and access granted.</p> <hr/>
Prototype	Blackbaud will create a prototype to show how the layout will respond to different screen sizes. The prototype will be based on recommendations from the website strategy session. This will include the homepage, key landing page, and an example internal page.

Area	Description
	One round of revisions to the Website Prototype (specifically the homepage, a landing page, and an internal page) is included.
Custom Visual Design	<p>Based on the strategic exercises, Blackbaud will develop a custom visual design within the Solution framework to best reflect Client's brand and goals around engaging the target audience.</p> <p>One round of revisions to the Custom Visual Design (specifically the homepage, a landing page, and an internal page) is included.</p>
Included Layouts	<p>Blackbaud will deliver the following responsive layouts:</p> <ul style="list-style-type: none"> • Homepage • Landing page • Internal page • Blog / Archive • 404 page • Search results page • Calendar page
Included Pages	<p>Blackbaud will create up to 10 pages as part of the content optimization Deliverable. The homepage and one landing page are included in these 10 pages.</p> <hr/> <p>Note — Client is responsible for building any necessary pages over and above the number of pages specified above. For content optimization assumptions, please see https://www.blackbaud.com/training-support/support/howto/blackbaud-website-package/project-assumptions.</p> <hr/>
Content Module Styling	<p>The Solution leverages a next-generation Page Builder to allow for easy drag-and-drop creation and maintenance of pages throughout the site. This Page Builder offers a large suite of content module types which Blackbaud will style according to the design direction and brand.</p> <p>This implementation includes several “saved modules” and/or “saved rows” that are preconfigured specifically for Client’s organization. These can be used and reused multiple times to optimize workflow and speed up the page creation process going forward.</p> <hr/> <p>Note — A list of available content module types can be viewed at: https://modules.blackbaudwp.com/</p> <hr/>
Advanced Module Configuration	<p>Blackbaud will design and deliver up to three Advanced Modules. These modules may be recommendations from Blackbaud as part of the Strategic Exercises or they may be selected by Client.</p> <hr/> <p>Note — A list of available Advanced Modules can be viewed here: https://modules.blackbaudwp.com/</p> <hr/>

Area	Description
Content Optimization	<p>Blackbaud will optimize up to 10 pages of existing content provided by Client to promote calls to action and ensure optimum display of content based on screen size. The homepage and one landing page are included in these 10 pages.</p> <hr/> <p>Note — Client is responsible for building any necessary pages over and above the number of pages specified above. For content optimization assumptions, please see https://www.blackbaud.com/training-support/support/howto/blackbaud-website-package/project-assumptions.</p> <hr/>
Functional Overview	<p>Blackbaud will provide access to on-demand training videos and conduct up to two hours of 1:1 CMS and functional training and Question and Answer sessions.</p> <hr/> <p>Note — This is not formal training and does not include training workbooks, training environments, and/or provide continuing education credit.</p> <hr/>

3.2 Launch Assistance

The Blackbaud Website Package: Essentials subscription includes additional services to allow Blackbaud to continue to serve Client's needs beyond the initial implementation.

Area	Description
Launch Support	<p>Up to two hours of launch support for Blackbaud to assist Client during the go-live process:</p> <ul style="list-style-type: none"> • Launch assistance call • Enable site indexing • Initial spider/crawl of current URLs for mass upload of 301 redirects (if needed) • Installation of Google Analytics tracking code

3.3 Project Management

Blackbaud has found that the strategic management of project tasks, schedules, budget, and resources is critical to a project's overall health. Blackbaud defines success through clearly set expectations, consistent communication, and process efficiencies to reach the final product delivered within the agreed-upon timeline.

Blackbaud will provide Client with a Project Manager who will drive the implementation timeline, Deliverables, and resource allocation.

The following section describes the tasks that Blackbaud will perform as part of the Project Management services. The Project Management services included in this SOW assume the project has not encountered delays and that the original project timeline is on track.

Up to 17 hours of Project Management are included in this package. If the project extends greater than 10% past the original project plan timeline, or more than two revisions to the original project plan timeline are required additional Project Management services may be required. Additions or changes to Project Management services may require a Change Order.

Area	Description
Project Planning	<ul style="list-style-type: none"> • Conduct a Project kickoff call to review the SOW and outline the Deliverables and the project implementation methodology • Establish the project timeline
Project Execution	<ul style="list-style-type: none"> • Manage and schedule Professional Service resources throughout the project implementation • Coordinate and facilitate project objectives, project timelines and project Deliverables
Project Monitoring and Controlling	<p>Provide regular status updates pertaining to budget, schedule, scope, and resources.</p> <hr/> <p>Note — The cadence of these updates is dependent on the duration of the project timeline.</p> <hr/>
Project Closure	Conduct a project closure call, providing ongoing training resources, and support information post-implementation.

3.4 Blackbaud Website Package

The Solution relies on several third-party plugins to WordPress to provide key pieces of functionality. Blackbaud will update and maintain these plugins as part of the maintenance and security of the solution.

- In the event of issues related to a plugin update, Blackbaud will work towards a resolution per our standard support terms.
- Blackbaud is not responsible for features/functionality added or omitted by a third-party plugin author. In the unlikely event that a required piece of functionality is reduced by a third-party plugin update, a services engagement is needed to assess substitution.
- In the unlikely event an update to a plugin by a third-party plugin author modifies or removes custom design work applied by the Blackbaud Professional Services Team, a service engagement will be needed to assess any necessary corrections.
- See the Plugin Policy at <https://services.blackbaud.com/process/bbwp/plugins/>

3.5 Blackbaud Website Package Support

As Client's cloud operations provider for the Solution, Blackbaud will diagnose issues directly attributed to Blackbaud environments. The functionality and usability of the WordPress CMS are out of scope for Customer Support; however, Blackbaud Customer Support will assist with creating new administrator-level roles in Client's Blackbaud Website Package website.

3.6 Supplemental Maintenance Services

Supplemental service requests may be subject to a billable fee or may utilize existing retainers. Service requests may include:

- Assistance with general usage or training using the Solution, WordPress integrations, or native WordPress functionality
- Design changes or requests of additional page templates, widgets, or UI features

3.7 Completion of Services

At some point during the project after Acceptance, each Deliverable will be transitioned to Client and will no longer be within the control of Blackbaud services. This is the completion of services date.

3.8 Support of Customizations

The standard Blackbaud Scope of Customer Support does not cover any Customization(s) addressed in this SOW. The Scope of Support for Blackbaud Solutions can be found at <http://www.blackbaud.com/terms>. Blackbaud will provide support for these Customization(s) after the Completion of Services date as follows:

3.8.1 Period of Support

1. Upon Completion of Services, Blackbaud will provide support of Customization Deliverables including troubleshooting and break-fix for a Period of 120 business days
2. Any Customizations delivered by Blackbaud and altered by Client or a third-party on behalf of the Client nullifies the Period
3. After the Period ends, Blackbaud will continue to provide troubleshooting of issues related to custom code to determine defects or errors within the Subscription. If Blackbaud determines that the issue resides within the custom code, resolution by Blackbaud requires a new SOW unless otherwise contracted by Client.
4. Any new functionality or added requirements to the Customization after Completion of Services and during the Period is not covered and requires a new SOW
5. Blackbaud does not guarantee that Customizations will work on installation of a Major Release. Troubleshooting and break-fix by Blackbaud require a new SOW