

1 APPENDIX: OPERATING GUIDELINES AND GENERAL ASSUMPTIONS

1.1 Changes Made to the System

“Client” may have access to the newly installed solution prior to the commencement of this Blackbaud Professional Services engagement. Should access be obtained, any changes made by “client” that result in clean-up or restoration needed in order to complete the deliverables in this Statement of Work will be the responsibility of “client”. Should “client” desire assistance from Blackbaud to perform the necessary clean-up or restoration, a Change Order to this Statement of Work would be required and additional fees would be required.

1.2 Change Orders

Blackbaud will not perform services identified by either party as outside this Statement of Work without the following procedure:

- The Blackbaud Consultant will provide a Change Order documenting the scope change; additional resources required; changes to the work plan, including due dates, if applicable; and additional estimated time and fees, if applicable.
- Blackbaud will perform the additional services after receiving formal authorization. Formal authorization constitutes “client” Project Manager’s written acceptance of, and agreement to pay Blackbaud for, any additional services requested and set forth in the Change Order.

Both “client” and Blackbaud must properly execute the Change Order before any resources will be requested or assigned to the task(s) or any services will be performed.

Any properly executed Change Order is subject to the terms of this Statement of Work.

1.3 Deliverable Acceptance

Deliverables will be considered accepted by “client” unless Blackbaud receives written notification from “client” of errors within ten (10) business days of receipt. If Blackbaud receives written notification of errors within ten (10) business days after receipt of the deliverable, Blackbaud will address reported errors in a revised deliverable. “client” will then have an additional ten (10) business days to report that all errors have been resolved by the revised deliverable.

If Blackbaud does not receive written notification of unresolved errors, the deliverable will be considered accepted by “client”.

1.4 Termination of Statement of Work

If, (i) within thirty (30) days of contract signing, “client” has not scheduled any work to be performed; or (ii) if “client” has scheduled work to be performed, but due to unavailability of “client” such work has not commenced within (30) days of being scheduled; or (iii) the project has not been completed within one year of contract signing due to the unavailability of the “client”, the Statement of Work will be deemed to be terminated by

“client” and any fees paid by “client” in connection with this Statement of Work shall be retained by Blackbaud and applied toward a cancellation fee.

1.5 Cancellation Policy

1.5.1 Fixed Price Services

Cancellations or postponements of a scheduled Fixed Price (FP) professional service may be made with no penalty if cancelled or postponed 10 or more business days before the start of the service. Cancellations or postponements of less than 10 business days follow the policy below:

Cancelled/ Postponed	Cancellation Fee
6-9 business days prior	\$500
0-5 business days prior	\$1000

1.5.2 Time and Materials Services

Cancellations or postponements of a scheduled Time and Materials (T&M) professional service may be made with no penalty if cancelled or postponed 20 or more business days before the start of the service. Cancellations or postponements of less than 20 business days follow the policy below:

Cancelled/ Postponed	Percent of Scheduled Service Assessed
6-19 business days prior	25%
0-5 business days prior	50%

1.6 General Assumptions

Blackbaud assumes the following when performing the professional services described in this document:

1. If professional services are performed on-site, the Blackbaud representative will perform work during the days of Monday through Friday.
2. If services are being performed remotely, Blackbaud assumes client will have Internet connectivity from database server and workstations. Blackbaud further assumes that consultant performing work will be granted full security access to database server and workstations as necessary to complete this Statement of Work.
3. “Client” will ensure that the specialized expertise for the hardware platform, third-party database and network administration is available on an as-needed basis to support installation and on-going activities throughout the engagement.
4. Unless Blackbaud Application Hosting Services are included in the project, system, server and workstation backups are the responsibility of “client”. This includes the development and implementation of the system backups and recovery programs. “Client” understands the detailed System Recommendations for the software application and database located on the Blackbaud website: <http://www.blackbaud.com/products/system/requirements.aspx>.

5. If applicable, "Client" understands the detailed Blackbaud Application Hosting Services system requirements located on the Blackbaud website for the software application and database:
<https://www.blackbaud.com/files/support/guides/hosting/hostingreqs.pdf> .
6. All written materials provided with this engagement supplement, but do not replace, the Blackbaud software documentation and are subject to the terms and conditions of the Blackbaud Solutions Agreement. Customer should consult the standard online user documentation for information regarding product processes, features, functions and requirements.