

TERMS OF SERVICE FOR END USERS

PURPOSE AND SCOPE

This website, located at <https://clientname.yourcause.com> ("Website"), is owned and operated by Blackbaud, Inc. ("Blackbaud", "We", "Us" or "Our") provides software and services that support charitable giving activities for individual givers as well as companies of all sizes and their employees. These Terms of Services ("Terms" or "Agreement") govern Your access to and use of the Website, Services, and applications (collectively the "Services"). Your access to and use of the Services is conditioned on Your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Blackbaud's Services ("You", "Your", or the "End User"). By accessing or using the Services, You agree to be bound by these Terms. If You are using the Services on behalf of an organization or entity ("Organization"), then You are agreeing to these Terms on behalf of that Organization and You represent and warrant that You have the authority to bind the Organization to these Terms. (In such cases, "You", "Your" and "End User" refer to You and that Organization.)

Blackbaud may change or update these Terms from time to time. It is the Your responsibility to access and check these Terms whenever You access or use the Services. The latest version of these Terms will govern any future use of the Services by You.

YOUR USE OF THIS SITE ACKNOWLEDGES THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THIS AGREEMENT, YOU MAY NOT CONTINUE WITH THE ACCOUNT REGISTRATION PROCES. YOU ARE NOT AUTHORIZED TO ACCESS THE SERVICES OR THE CONTENT AND NEITHER YOU SHALL NOT BE ABLE TO USE OR RECEIVE THE BENEFIT OF THE SERVICES OR CONTENT.

LICENSE

Subject to these Terms, Blackbaud grants You a personal, royalty-free, non-assignable, non-sublicensable, non-exclusive, limited, revocable, right to access and use the Services, solely for Your personal use, as a platform to facilitate charitable giving. We reserve all rights not expressly granted in these Terms of Services to terminate this license. We reserve the right to terminate this Services without notice.

FEES

All donations are subject to a 2.9% Charity Support Fee ("Fee") charged by Blackbaud, which covers back-end support, processing fees, and bank account fees associated with delivering donations to the non-profit community. The Fee does not include credit card processing fees, international fees or other disbursement fees as described in other documents. The Fee will be deducted directly from donations, unless Your Organization has contracted with Blackbaud to cover this fee for You.

YOUR USE OF THE SERVICES

The Services may change from time to time without prior notice to You as we evolve, refine, or add more features. In addition, Blackbaud may temporarily or permanently stop providing the Services, or any features within the Services, to You or to users generally and may not be able to provide You with prior notice.

1. *Your Content*

Some areas of the Services allow You to post or upload information, text, graphics, or other material (“Content” or, when posted by You, “Your Content”), and to share Your Content with others. You retain ownership of Your Content, but there are many things that users may do with Your Content, for example, copy it, modify it, re-share it, or broadcast it. Blackbaud has no responsibility for that activity. You understand that publishing Your Content on the Services is not a substitute for registering it with the U.S. Copyright Office, the Writers Guild of America, or any other rights organization. Please consider carefully what You choose to share.

You agree not to post Content that (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to You, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party’s trade secrets); (vii) contains any information or content that You do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that You know is not correct and current. You agree that any Content that You post does not and will not violate rights of any kind, including without limitation any intellectual property rights or rights of privacy. We reserve the right, but are not obligated, to reject and/or remove any Content that we believe, in Our sole discretion, violates these provisions.

You retain full ownership of Your Content, but You agree to grant to Blackbaud a worldwide, non-exclusive, irrevocable, transferable, perpetual, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, edit, translate, make derivatives, display, and distribute such Content in connection with providing the Services to You and other users in accordance with Your settings on the Services. In connection with providing the Services, we may modify or adapt Your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to Your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, Services, or media.

We reserve the right at all times, but are not obligated, to remove or refuse to distribute any Content on the Services including Your Content. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process, or governmental request; enforce the Terms, including investigation of potential violations; (iii) detect, prevent, or otherwise address fraud, security, or technical issues; (iv) respond to user support requests; or (v) protect the rights, property, or safety of Blackbaud, its users, and the public.

2. *Your Account*

If You are an employee of an organization using the Services, an administrator identified by Your organization will provide You with an account, which will allow You to use the Services. Otherwise, You will be responsible to register and create Your own account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it

accurate, current and complete. Blackbaud reserves the right to suspend or terminate Your account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You will immediately notify Blackbaud if You become aware of any unauthorized use of Your account.

Your account gives You access to the Services and functionality that we may establish and maintain from time to time and in Our sole discretion. If You connect to the Website or Services through a third party service, You give Us permission to access and use Your information from that service as permitted by that service. You may never use another user's account without permission.

3. Responsibility for Your Account

You are responsible as between for any activity that occurs through Your account and You agree You will not sell, transfer, license or assign Your account, followers, username, or any account rights. With the exception of administrators that are expressly authorized by Blackbaud to assist in the creation of other authorized user accounts, Blackbaud prohibits the creation of such accounts, and You agree that You will not create an account for anyone other than Yourself. You must notify Blackbaud immediately of any breach of security or unauthorized use of Your account. Blackbaud will not be liable for any losses caused by any unauthorized use of Your account.

You shall be solely responsible for ensuring accuracy, completeness, and compliance of any documents, information, records and other output ("Output") provided to any third party, and all liabilities and responsibilities in connection with such Output, and Blackbaud and Subscriber shall be responsible for the accuracy, completeness, or compliance thereof. (An organization sponsoring a program(s) using the Services or Your employer if You are an employee of an organization sponsoring a program(s) using the Services are the "Subscriber".) Blackbaud and Subscriber shall not be liable for the accuracy, completeness or authenticity of End User data furnished by End User or any other third party, and shall have no obligation or responsibility to audit, check or verify the End User data. Neither You nor any other person will have any claim or cause of action against Blackbaud or Subscriber as a result of any professional or other Services rendered or withheld in connection with the use of the Services, End User data, Output or the Services.

4. Account Security

You will be asked to create a password for Your Account. Blackbaud does not have access to Your passwords and if You forget Your password, You will be asked to create a new one. You are responsible for safeguarding Your password. You agree that You will not disclose Your password to any third party and that You will take sole responsibility as between You, Subscriber, and Blackbaud for any activities or actions under Your Account, whether or not You have authorized such activities or actions. Unless You are accessing the Services via Single Sign-on provided by Your organization, You are responsible for safeguarding the password that You use to access the Services and for any activities or actions under Your password, whether Your password is with Blackbaud or a third-party Services. We encourage You to use "strong" passwords that use a combination of upper- and lowercase letters, numbers, and symbols with Your account. You agree not to disclose Your password to any third party. Blackbaud shall not be liable for any loss or damage arising from Your failure to comply with the above requirements. You must notify Blackbaud immediately upon becoming aware of any breach of security or unauthorized use of Your account.

5. Abuse

You may not use Blackbaud's Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with Services to any user of the Blackbaud or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- Use of the Services to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the Services for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "ad/remove" tool); or
- Any conduct that is likely to result in retaliation against the Blackbaud network or website, or Blackbaud's employees, officers or other agents, including engaging in behavior that results in any server being the target of a distributed denial of Services attack (DDoS).

In addition, You may not:

- Upload or transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- Create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Blackbaud representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Upload or transmit any Material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- Upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- Delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- Use the Website's communication features in a manner that adversely affects the availability

of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);

- Upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- Violate any applicable local, state, national or international law;
- Upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
- Delete or revise any material posted by any other person or entity;
- Manipulate or otherwise display the Website by using framing, mirroring or similar navigational technology or directly link to any portion of the Website other than the main homepage, www.blackbaud.com, in accordance with the Limited License and Site Access outlined above;
- Probe, scan, test the vulnerability of or breach the authentication measures of, this Website or any related networks or systems;
- Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Services or any contests, promotions or sweepstakes if you are not expressly authorized by such party to do so; or
- Harvest or otherwise collect information about others, including e-mail addresses.

6. *Restrictions*

The Services are proprietary to Blackbaud, subject to Blackbaud's suppliers' and licensors' rights to such suppliers' and licensors' products, and Blackbaud reserves all right, title and interest in and to the Services, including all related software and intellectual property rights. No rights are granted to You hereunder other than the limited access rights expressly set forth herein. You are solely responsible for (a) all activities that occur under Your account; (b) the accuracy and quality of Your End User data; and (c) complying with all applicable federal, state and local laws, rules and regulations in using the Services.

Blackbaud is responsible for complying with all applicable federal state and local laws, rules and regulations in providing the Services. You shall prevent unauthorized access to, or use of, the Services and notify Blackbaud immediately of any such unauthorized access or use. You shall not, and shall not knowingly permit any third party to: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise exploit or make the Services available to any third party; (ii) translate, adapt, modify, copy, update, revise, enhance, or otherwise alter or create derivative works of the Services; (iii) reverse engineer, disassemble or decompile (or attempt to reverse engineer, disassemble or decompile) any part of the Services; (iv) access the Services in order to (1) build a competitive product or services, or (2) copy any ideas, features, functions or graphics thereof; (v) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; interfere with or disrupt the integrity or performance of the Services; (vii) attempt to gain unauthorized access to the Services or its related systems or networks; (viii) use the Services for unlawful purposes or for any purpose not expressly permitted by the Agreement; (ix) use the Services in a manner that is defamatory, harmful to minors, obscene, indecent, pornographic, libelous, threatening, or harassing; (x) submit any End User data or use the Services in any way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of any third party or violates any applicable local, state or federal laws, statutes, ordinances, rules or regulations or any judicial or administrative orders; (xi) use any robot, spider, scraper, or other automated or manual means to access this Website or the Services, or copy any content or information on this Website or the

Services; or (xii) make the Services available to any third party other than Authorized Users.

Blackbaud reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of the user's access and/or account. Blackbaud may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the <https://solutions.yourcause.com/security/>, Blackbaud reserves the right at all times to disclose any information as Blackbaud deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Blackbaud's sole discretion.

7. Administrative Users

Only Administrators may designate another individual as another Administrator. Additional Administrators may be able to delete, copy, or view content and End User data of other Authorized Users. Each Administrator is responsible for the access to the Services that he or she grants to any Other User ("Other User" means any other Administrative User whose access is so granted by an Administrative User). A violation of any terms of this Agreement by an Other User may result in the termination of an Administrator's or any other Additional User's access to the Services.

8. Changes

Blackbaud reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Blackbaud's Services to its other customers, (ii) the competitive strength of or market for Blackbaud's Services or (iii) the Services' cost efficiency or performance; or (b) comply with applicable law.

9. Payment Processors

Payments made by credit card, debit card or certain other payment instruments for the Services are billed and processed by Blackbaud's designated third-party payment processors, such as Stripe, Inc. or a similar organization (the "Payment Processor"). The Payment Processor is acting solely as a billing and processing provider for and on behalf of Blackbaud and shall not be construed to be providing the applicable Services. In addition, the Payment Processor is an entity completely independent of Blackbaud, Blackbaud and Subscriber exercise no control over the operations of the Payment Processor, make no warranties or representations on behalf of such Payment Processor, and accept no liability in respect of the acts or omissions of the Payment Processor. The Payment Processor's use of End User data is subject to the terms, conditions, and privacy policies published by such Payment Processor.

BLACKBAUD'S PROPERTY, COPYRIGHTS

All right, title, and interest in and to the Services (excluding content provided by You) are and will remain the exclusive property of Blackbaud and its licensors. Copyright, trademark, and other laws of both the United States and foreign countries protect all Services offered by Blackbaud. Nothing in the Terms gives You a right to use the Blackbaud name or any of the Blackbaud trademarks, logos, domain names, and other distinctive brand features.

Notwithstanding the foregoing, You may not use Blackbaud's network or Services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, or other work protected by copyright law unless:

- You have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- You are otherwise permitted by established copyright law to copy the work in that manner.

Blackbaud reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of the user's access and/or account. Blackbaud may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Statement, Blackbaud reserves the right at all times to disclose any information as Blackbaud deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Blackbaud's sole discretion. It is Our policy to terminate in appropriate circumstances, the Services of customers who are repeat infringers.

DATA PROTECTION AND SECURITY BREACH NOTIFICATION

Blackbaud will use commercially reasonable efforts to ensure that End User data will be stored and managed using industry standard practices regarding data protection, including access controls, encryption and secure cloud-based server and data storage providers to protect End User data from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse, or damage. End User acknowledges that End User data is employee-related data and may include data defined as Personally Identifiable Information under applicable law. You warrant and represent that You have the necessary legal rights and permissions as a data controller to share its employee-related data from all legal jurisdictions in which the data originates. Blackbaud shall take reasonable steps to notify You of a security breach impacting Your data in accordance with all applicable federal and state laws and regulations. You will not be liable hereunder for any access to or misuse of Your account that results solely from Blackbaud's gross negligence or willful misconduct related to the storage and security of Your data.

RIGHT TO MONITOR

Blackbaud neither actively monitors general use of the Services under normal circumstances nor exercises editorial control over the content of any third party's website, e-mail transmission, news group, or other material created or accessible over or through these Services. Blackbaud does reserve the right, however, to monitor such use at any time as it deems appropriate and to remove any materials that, in Blackbaud's sole discretion, may be illegal, may subject Blackbaud to liability, may violate this Agreement, or are, in the sole discretion of Blackbaud, inconsistent with Blackbaud's purpose for these Services.

USE OF CONTENT

All content, including without limitation videos, posts, in or on the Services, whether publicly posted or privately transmitted by users, is the sole responsibility of the person who originated such content. We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any content or communications posted via the Services nor do We endorse any opinions expressed via the Services. We may not monitor or control the Content posted via the Services, and We are not responsible for such content. If You use or rely on any content or materials posted via the Services or obtained by You through the Services, it is at Your own risk. Under no circumstances will Blackbaud be liable in any way for any content, or any loss or damage of any kind incurred as a result

of the use of any Content in the Services.

You agree that You are responsible for Your use of the Services, for any content You provide, and for any consequences thereof, including the use of Your content by other users and third parties. You understand that if You do not have the right to submit content to the Services, doing so may subject You to liability. Blackbaud will not be responsible or liable for any use of Your content by Blackbaud in accordance with these Terms. You represent and warrant that You have all the rights, power, and authority necessary to grant the rights granted herein to any content that You submit including all necessary rights to upload Your content for use in accordance with these terms and conditions.

INDEMNIFICATION

You shall defend, indemnify and hold Blackbaud and its affiliates, and their officers, employees and representatives, harmless from and against any and all awards, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) incurred in connection with allegations, claims, demands, suits or proceedings made or brought against Blackbaud arising out of or related to (i) Your use of the Services in a manner inconsistent with the Agreement, and/or (ii) Your negligence or willful misconduct.

DISCLAIMER

THE SERVICES, CONTENT, PRODUCTS, DELIVERABLES, USER MATERIALS AND ALL OTHER MATERIALS AND INFORMATION PROVIDED BY BLACKBAUD OR ANY OF ITS LICENSORS OR SUPPLIERS (COLLECTIVELY, THE "BLACKBAUD SERVICES AND MATERIALS") ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS," AND BLACKBAUD AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NEITHER BLACKBAUD NOR ANY OF ITS LICENSORS OR SUPPLIERS WARRANTS THAT THE PROVISION OR OPERATION OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. USE OF INFORMATION PROVIDED THROUGH THE BLACKBAUD SERVICES AND MATERIALS IS SOLELY AT YOUR OWN RISK. IN NO EVENT SHALL BLACKBAUD OR SUBSCRIBER BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU, OR ANY THIRD PARTY ACCESSING THE BLACKBAUD SERVICES AND MATERIALS BY OR THROUGH YOU IN RELIANCE ON ANY INFORMATION ACCESSED BY OR THROUGH THE BLACKBAUD SERVICES AND MATERIALS. IN NO EVENT WILL BLACKBAUD OR SUBSCRIBER BE LIABLE FOR THIRD PARTY CLAIMS AGAINST YOU FOR LOSSES OR DAMAGES OF ANY KIND WHETHER DIRECT OR INDIRECT, OR LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA. THE PARTIES ACKNOWLEDGE AND AGREE THAT NO PRIOR OR CONTEMPORANEOUS REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES WILL BE OF ANY FORCE OR EFFECT.

Each party represents and warrants that, in entering into and performing its obligations under the Agreement, it has not, does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other party with respect to the subject matter hereof, nor on any course of dealing or custom and usage in the trade, except as such promise, inducement, or representation is expressly set forth herein. You agree that Your use of the Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Blackbaud with respect to functionality or features.

LIMITATION OF LIABILITY

IN NO EVENT SHALL SUBSCRIBER, BLACKBAUD OR ANY OF ITS LICENSORS OR SUPPLIERS HAVE ANY LIABILITY TO YOU OR TO OTHER PARTY FOR ANY LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL OR SPECIAL DAMAGES OR LOST PROFITS HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL LIMIT YOUR OBLIGATION TO INDEMNIFY BLACKBAUD AS PROVIDED THIS AGREEMENT. IN NO EVENT SHALL BLACKBAUD'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY CLAIM AND/OR SERIES OF CLAIMS, WHETHER RELATED OR UNRELATED, UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS WITHHELD BY BLACKBAUD FOR THE SERVICES TO WHICH YOUR ACCOUNT RELATES DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATION SET FORTH IN THIS PARAGRAPH IS CUMULATIVE AND NOT PER CLAIM OR PER AFFILIATE. YOU ACKNOWLEDGE THAT BLACKBAUD HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT, IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

LINKS

Blackbaud has not reviewed all of the sites linked to our Services and we are not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Blackbaud of the site. Use of any such linked web site is at the user's own risk.

FORCE MAJEURE

Blackbaud shall be excused from performance of its obligations under the Agreement if such a failure to perform results from compliance with any act of God, fire, strike, embargo, terrorist attack, war, insurrection or riot, computer, telecommunications, Services provider or hosting facility failures or delays involving hardware, software or power systems not within Blackbaud's possession or reasonable control, denial of Services attacks, incompatibility of Your equipment, hardware or software with the Services, acts or omissions of vendors or suppliers, transportation and telecommunications difficulties, or other causes beyond the reasonable control; provided that such non-performing party immediately notifies the other party of the failure and undertakes all commercially reasonable efforts to resume performance as soon as possible after the occurrence of the force majeure event. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

GOVERNING LAW; DISPUTE RESOLUTION

This Agreement is governed by the laws of South Carolina, USA and controlling United States Federal Law without regard to any conflicts of law provisions. Any legal proceedings arising from or relating to this Agreement shall be brought exclusively in the federal or state courts located in Charleston County, South Carolina and the parties hereby consent to the personal jurisdiction and venue of such courts. All parts of this Agreement apply to the maximum extent permitted by law. The parties both agree that if any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable as written, then that part will be replaced with terms that most closely match the intent of the unenforceable provision to the extent permitted by law. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO

A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT RELATING TO THIS AGREEMENT, THE PARTIES PREFERRING THAT SUCH DISPUTE BE RESOLVED BY A JUDGE HAVING JURISDICTION WITH RESPECT TO SUCH DISPUTE.

EFFECT OF TERMINATION

Upon expiration or termination of the Agreement, Blackbaud shall immediately terminate Your access to the Services, and You shall cease all access to the Services. Blackbaud has no obligation to retain any End User data following termination and may delete or destroy the same. All provisions of this Terms shall survive any termination or expiration of the Agreement.

THIRD-PARTY BENEFICIARIES

Blackbaud's licensors shall have the benefit of Blackbaud rights and protections hereunder with respect to the applicable content, and each Subscriber shall be an intended third-party beneficiary of this Agreement with respect to the rights and protections afforded such Subscriber. Other than as set forth in this Section, there are no other third- party beneficiaries under this Agreement.

ELECTRONIC COMMUNICATIONS

When You visit the Services or send e-mails to Us, You are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with You by e-mail or by posting notices on the Services. You agree that all agreements, notices, disclosures and other communications that we provide to You electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in this Agreement.

MISCELLANEOUS

The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party agrees to comply with all U.S. laws, ordinances, orders, directions, rules, and regulations applicable to such party in connection with the Agreement. All notices under the Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; or (c) the second business day after sending by confirmed facsimile. Notices to Blackbaud should be sent to the company headquarters address provided on the Blackbaud website. The invalidity of part of this Agreement will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

CONTACTING US

If You have any questions or concerns about this Agreement, please contact us using the contact information provided through the Services.

SUGGESTIONS AND FEEDBACK

In consideration of access to the Services, You hereby irrevocably and exclusively assigns, conveys, transfers and sets over absolutely to Blackbaud, all rights, title and interests in and to (whether or not now existing) in and to all ideas, suggestions, enhancements, recommendations or other feedback related to the Services (collectively, "Feedback") You provide, including without limitation any and all intellectual and proprietary rights therein. Without limiting the foregoing, Blackbaud shall have all rights to use, reproduce, modify, edit, adapt, publish, sell, translate, create derivative works from, distribute,

transmit, display, perform, and license and/or sell Feedback, contribute or otherwise provide to or through the Services (in whole or part) and/or incorporate such Feedback, in whole or in part, in other works in any form, media or technology now known or later developed for any purpose without compensation to You or any third party.