**blackbaud**®

**BLACKBAUD SERVICE LEVEL AGREEMENT**
**"on" Products Application Services**

This Blackbaud Service Level Agreement ("SLA") forms part of the Order Form between Blackbaud and Client. Unless expressly indicated to the contrary herein, the defined terms used herein shall have the meanings ascribed to them in the Order Form and in the Blackbaud Solutions Agreement located at https://www.Blackbaud.com/files/BlackbaudSolutionsAgreement.pdf, which are incorporated herein. In the event of any inconsistency between this SLA and the terms of the Order Form, the Order Form shall control. In all other respects the Order Form shall remain in full force and effect. This SLA is subject to immaterial modification from time to time without prior notice.

This SLA is subject to other modifications from time to time with prior notice via e-mail or other means, and Client's continued use of any "on" Product Application for sixty (60) days thereafter shall be deemed Client's consent to such other modifications. Should Client object to any such other modification, Client may terminate the relevant Order Form by providing termination notice to Blackbaud within sixty (60) days after Blackbaud's modification notice, and by paying to Blackbaud any unpaid fees. Upon Client meeting these two criteria, Blackbaud will refund to Client a pro-rata portion of any unearned prepaid Annual Fees.

1. Additional Definitions.

   1.1. "Application(s)" shall mean the software systems, integration systems and/or other software tools for which a subscription is granted under the Order Form, and the use of the singular herein shall include the plural.

   1.2. "Application User" shall mean an Application user who has been given login rights by the Application Manager, consisting solely of authorized: (a) Client administrators, alumni, trustees, faculty, employees, staff, students and parents of students; and (b) agents who are not Blackbaud competitors.

   1.3. "Application Manager" shall mean any Client administrator who shall be responsible for communicating with Blackbaud, and for assigning login credentials and access authorizations to Application Users.

   1.4. "Enhancements" shall mean upgrades, updates, revisions and corrections of the Applications. Enhancements shall not include new versions of Applications containing substantially new functionality, as determined by Blackbaud.

   1.5. "Website" shall mean the entirety of the Client's publicly and/or privately available web pages.

   1.6. "Website Content" shall mean all text, documents, graphics, music files, video files, and other files that are posted, used or transmitted on or through the Website.

2. Application Hosting. During the initial subscription term and renewal terms, Blackbaud shall provide the following hosting services.

   2.1. Blackbaud shall provide access by Client to the subscribed Applications and Enhancements thereof. Because the Application is provided in common to all Blackbaud Clients, Client may not use, and shall not be given access to, any prior version of any Application or Enhancement.

   2.2. Blackbaud shall provide the following resources:

      2.2.1. Shared use of a Blackbaud domain and associated SSL certificate, which is provided for the purposes of securing access to the Application and protecting the Application and Website;

      2.2.2. Domain name services for the Client's domain(s), redirect servers and content delivery networks as needed in order to transact requests to each Client public site or SchoolPress site via an available Blackbaud server;

   2.3. Blackbaud shall ensure that the Application and Website comply with the following:

      2.3.1. Blackbaud shall maintain the Application and host the Website in a hybrid of cloud-based virtual servers and redundant physical servers located in a secure environment with redundant alternate sources of power, Internet connections and air conditioning. Logical access to the servers will be protected by a combination of reasonable hardware and software filtering and monitoring techniques.

      2.3.2. Access to the Applications by Client and Application Users will be controlled by password protected login credentials administered by Client. Client shall be solely responsible for distribution, use and misuse of login credentials.

      2.3.3. Blackbaud shall backup the Application data (SQL databases) on a daily basis with hourly transaction logs to enable point-in-time recovery. Copies of each daily backup will be maintained for a period of four (4) weeks at a geographically distinct location from Blackbaud's servers. An inadvertent data change made by an Application User is usually reversible from within the Application without any intervention by Blackbaud. In the rare event an Application User error cannot be reversed from within the Application, Client may request Blackbaud to recover lost data from database backups by

manually re-inserting data into the live database, and Client may incur a charge for this service. Because the database holds a composite of the activity of all Application Users, databases will not be entirely restored by Blackbaud in order to correct a single Application User error.

2.3.4. Website Content shall be maintained at two (2) locations that are both geographically and logically distinct from Blackbaud's servers. Website Content shall be maintained for one (1) year following any logical request to remove the media from access, at which time such "soft delete" shall become a "hard delete". Website Content inadvertently deleted by an Application User can be restored at any time during the one-year soft delete period. Bulk restoration services are available upon request, for which Client may incur a charge for this service.

2.3.5. The Applications shall be accessible 99.9% of each monthly period ("Accessibility").

2.3.5.1. Applications Accessibility outages will be calculated according to the historical percentage of total requests associated with a particular Application. For example, if the onMessage Application has received 50% of total historical requests for all Applications, non-Accessibility of only the onMessage Application portion for 10 minutes will be deemed 5 minutes of non-Accessibility.

2.3.5.2. Accessibility of the Applications shall exclude: scheduled maintenance, which will usually be performed on Saturday or Sunday between the hours of 12:00 A.M. and 6:00 A.M. USA Eastern Time; telecommunication system failures; Client and Application User or Website user computing and telecommunication system failures; Errors not caused by any Application; and force majeure events.

3. Application Support. During the initial subscription term and renewal terms, Blackbaud shall provide the following support services.

3.1. Blackbaud shall provide unlimited support to up to eight (8) Application Managers or other Client administrators in the form of technical guidelines, advice and counsel via telephone and/or e-mail from 8:00 a.m. to 8:00 p.m. USA Eastern Time, Monday through Friday, exclusive of holidays observed by Blackbaud ("Business Hours"). Blackbaud shall not provide support to any Application User or Website user. For emergency support outside Business Hours, call Blackbaud Support and an answering service will contact the Blackbaud representative on duty who will return the call in a timely manner.

3.2. The following response times apply to support requests. The problem priority shall be determined by a Blackbaud representative according to frequency, scope and severity, and will be communicated and confirmed to the reporting Application Manager, along with a tracking number. Blackbaud shall provide the reporting Application Manager with status updates during remediation efforts.

3.2.1. Critical Error: If an Error causes an Application to be inaccessible or unusable ("Critical Error"), Blackbaud shall commence substantive efforts to remedy the Critical Error within fifteen (15) minutes after Blackbaud's receipt of notification from the Application Manager by telephone or e-mail ("Notification"), and shall work continuously until a commercially reasonable correction or workaround is implemented. Thereafter, Blackbaud shall work diligently until a permanent remedy for the Critical Error is implemented.

3.2.2. Moderate Error: If an Error causes intermittent but recurring disruptions in the use of an Application ("Moderate Error"), Blackbaud shall commence efforts to remedy the Moderate Error within one (1) business day after receipt of Notification, and shall work until a commercially reasonable remedy for the Moderate Error is implemented.

3.2.3. Minor Error: If an Error occurs intermittently or infrequently and is limited in the scope and severity of its impact to Client operations, or is neither a Critical Error nor a Moderate Error ("Minor Error"), Blackbaud shall contact the Application Manager within two (2) business days after receipt of Notification, and the parties shall discuss the nature of the Error and determine a commercially reasonable course of action and time frame for resolution of the Minor Error, which may consist of a correction in a future Enhancement.