

Blackbaud Europe Ltd.

General Data Protection Regulation Provisions

Beginning 25 May 2018, the following terms (the “Provisions”) shall apply to the Processing of Personal Data by Blackbaud Europe Ltd. (“Blackbaud”) on Your behalf in connection with Your purchase of Solutions from Blackbaud:

1. **DEFINITIONS.** Capitalised terms used and not defined herein or in the Blackbaud Solutions Agreement (“BSA”) shall have the meanings given them in (a) the General Data Protection Regulation 2016/679 or any subsequent or enacting legislation applicable to the parties (“GDPR”) and (b) the UK Data Protection Act 2018 and the UK GDPR (together, “UK GDPR”).
2. **PROCESSING.**
 - a. **Roles.** With respect to any Processing of Personal Data by Blackbaud in connection with the provision of the Solutions, You are the Controller and Blackbaud is the Processor. Each party shall comply with its applicable obligations under GDPR and UK GDPR. You represent that You have all rights and authorisations necessary for Blackbaud to Process Your Personal Data.
 - b. **Purpose.** Blackbaud shall Process Your Personal Data as necessary to provide the Solutions and in accordance with Your instructions. You agree that applicable provisions of the BSA, SOW, Order Form, Local Terms, these Provisions, reasonable written instructions (such as creation of a support ticket) and Your use and configuration of the features within Our Solutions constitute Your instructions with respect to Blackbaud’s Processing of the Personal Data on Your behalf. Blackbaud shall inform You if We believe that any instructions You provide us infringe GDPR and UK GDPR.
 - c. **Details.** The subject matter of the Processing is the Personal Data You provide to Blackbaud in connection with Your use of the Solutions. The duration of the Processing is for the term of Order Form or an applicable SOW. The nature and purpose of the Processing is to provide the Solutions as set forth in the Order Form, SOW and Blackbaud Solutions Agreement. The types of Personal Data and categories of Data Subjects are those that are submitted into the Solutions or otherwise provided by You to Blackbaud.
3. **CONFIDENTIALITY.** Blackbaud shall ensure that all personnel authorised to access the Personal Data are informed of the confidential nature of the Personal Data and are required to treat Personal Data confidentially. Other than to service providers We may use to perform services for us (and only in accordance with Section 6 below), Blackbaud shall not disclose Your Personal Data to any third party, unless authorised by You or required by law or a Supervisory Authority, in any such case, notifying You prior to disclosure unless prohibited by law.
4. **SECURITY.** We have implemented and will maintain appropriate technical and organisational measures to protect the security, confidentiality and integrity of Personal Data, as set forth in the Blackbaud Solutions Agreement. You are responsible for using and configuring the Solutions in a manner that enables You to comply with GDPR and UK GDPR and Blackbaud shall not be responsible for Your use of the Solutions in violation of GDPR and UK GDPR.
5. **DATA SUBJECT RIGHTS.** To the extent legally permitted, Blackbaud shall notify You of requests addressed directly to us from Data Subjects exercising any of the rights granted to Data Subjects under GDPR and UK GDPR (collectively, “Data Subject Rights”). You shall be solely responsible for responding to such requests. To the extent that You cannot respond to the Data Subject’s request using information available to You through the Solutions, Blackbaud shall make commercially reasonable efforts to assist You with responding to the exercise of Data Subject Rights, insofar as this is possible.
6. **SUBPROCESSING.** You acknowledge and agree that Blackbaud may hire third parties to perform services on its behalf (each a “Sub-Processor”), conditioned on the following:
 - a. We will enter into a written agreement with each Sub-Processor containing substantially similar provisions as these Provisions with respect to the Processing of Your Personal Data;
 - b. We will remain liable to You for the performance of the Sub-Processor’s obligations with respect to Processing Your Personal Data; and

- c. We will provide You with a URL for Our lists of Sub-Processors for the Solutions. Blackbaud will notify You of any addition of a Sub-Processor by indicating such change on the website. You can object to the addition of a Sub-Processor on the basis that such addition would cause You to violate Data Protection Laws or would render the Solutions non-compliant under GDPR and UK GDPR. Such objection shall be in writing and shall include Your specific reasons for Your objection. Blackbaud's affiliates shall not be subject to this provision when they render services on Our behalf.
7. **BREACH NOTIFICATION.** Blackbaud will notify You without undue delay after becoming aware of a Personal Data Breach involving Your Personal Data and will provide information relating to the Personal Data Breach as You reasonably request. We will assist You as set forth in Section 8 below.
8. **ASSISTANCE.** Upon reasonable notice, Blackbaud will assist You with technical and organizational measures, insofar as possible, for the fulfillment of Your obligations under GDPR and UK GDPR relating to the security of the Processing, the notification of a Personal Data Breach, and conducting Data Protection Impact Assessments, to the extent that any required information for such actions cannot be accessed by You using the Solutions. Note that for providing assistance in conducting your Data Protection Impact Assessments, Blackbaud may, in its sole discretion, charge You a reasonable sum, as determined in accordance with Our then-current professional services fees.
9. **DELETION OR RETURN OF PERSONAL DATA.** Upon termination of the BSA or termination of a Solution, Your Personal Data shall be handled in accordance with the BSA.
10. **AUDITS.** Blackbaud regularly reviews its security and data handling practices through a combination of internal audits and audits conducted by third parties. Blackbaud shall, upon Your request, provide a copy of Our most recent third-party security audit summary report for the applicable Blackbaud Solution(s) You use, which shall be subject to the confidentiality obligations set forth in the Blackbaud Solutions Agreement. If such report does not provide information reasonably sufficient for You to demonstrate compliance with GDPR and UK GDPR, then You may request additional information from Blackbaud. Blackbaud may, in its sole discretion, charge You a reasonable sum, as determined in accordance with Our then-current professional services fees.
11. **TRANSFER OF DATA.** Blackbaud may transfer Personal Data outside the European Union as necessary to provide the Solutions and/or otherwise fulfill its obligations. Blackbaud shall only transfer Personal Data to countries deemed by the European Commission to provide for an adequate level of personal data protection or to organisations pursuant to lawful transfer mechanisms ensuring appropriate safeguards, such as standard contractual clauses, or binding corporate resolutions.
12. **LIABILITY.** Any claims brought by a party under these Provisions shall be subject to the terms and conditions of the BSA, including any liability exclusions and limitations set forth therein.

IN WITNESS WHEREOF, the parties have caused these provisions to be executed by their respective authorized representatives.

Client

Blackbaud Europe Ltd.

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title