

BSA Addendum

Blackbaud Pacific Pty Ltd

For purchases between Blackbaud Pacific Pty Ltd and Client, the following terms shall supersede those set forth in the Agreement:

1. All references to Blackbaud shall refer to Blackbaud Pacific Pty Ltd, ACN 095 925 170, Level 2, 65 Berry Street, North Sydney, NSW 2060.
2. System requirements are available at: <https://www.blackbaud.com.au/training-support/support/system-requirements>.
3. The language in Section 14 (“Dispute Resolution; Governing Law”) of the Blackbaud Solutions Agreement is replaced with the following: Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be determined by arbitration conducted in accordance with the International Centre for Dispute Resolution rules. Arbitration shall be in Sydney, New South Wales and the laws of the State of New South Wales shall be applied. Any decision in arbitration shall be final and binding on the parties. Judgment may be entered thereon in any court of competent jurisdiction. Notwithstanding the above, Blackbaud may sue in any court for infringement of its proprietary or intellectual property rights or to seek any injunctive relief and Blackbaud may sue in any court to collect unpaid amounts. This Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales.
4. Blackbaud shall comply with the Australian Privacy Act 1988 (Cth), with its Australian Privacy and Principles (APPs), as amended by the Australian Privacy Amendment (Enhancing Privacy Protection) Act 2012 and the Privacy Amendment (Notifiable Data Breaches) Act 2017 (together, the “Act”) to the extent applicable to this Agreement. For the avoidance of doubt, “Confidential Information” referenced in the Agreement includes “personal information” as defined in the Act. The parties acknowledge and agree that Blackbaud shall not be liable for Client’s violation of the Act.
5. Within seventy-two (72) hours of becoming aware of unauthorized access, modification, use or disclosure of Client’s Confidential Information in Blackbaud or its related entities, affiliates or entities’ possession or control in violation of the Agreement, Blackbaud shall notify Client in writing and include reasonable details as available at the time of the notification. Blackbaud agrees to mitigate, to the extent practicable, any harmful effect that is known to Blackbaud of unauthorized access, modification, use or disclosure such information in violation of the terms of this Agreement or applicable laws and regulations.