

# Blackbaud Scope of Customer Support

This Blackbaud Support Agreement is entered into by You and Blackbaud and each party agrees as follows:

## 1. Scope of Customer Support

Customer Support provides assistance to customers using Blackbaud Solutions. Customer Support will help You understand the capabilities of Your Subscription, including how to navigate your Subscription and answering related questions for core concepts of features and functionality. Customer Support will work diligently to investigate all causes of a reported issue or incident to ensure that it is not caused by an error in the Subscription or Our environments. We will empower You with self-help resources, such as the Knowledgebase, to help you feel confident and self-sufficient in Your Subscription and its capabilities ultimately to help in the execution of Your mission. As part of an active Subscription, We will provide the following Customer Support functions:

- Diagnosing and troubleshooting problems, issues or Errors within the Subscription, We will use reasonable efforts to correct Errors in the Subscription that are attributable to programming in the Subscription. All issues will be handled based on Severity and evaluated for future Major Releases and Subscription Updates.
- Diagnosing and troubleshooting data Errors. We will use reasonable efforts to correct data-related Errors that are materially attributable to a Solution Update or Major Release in the Subscription. If data anomalies are not directly due to an Error in the Subscription, additional fees may apply based on time and materials at-then current Blackbaud Professional Services rates.
- Providing Major Releases, Subscription Updates, and the appropriate Documentation as they become available. Our support website is the primary means of communicating information about the Subscription.
- Navigating Our Documentation, including knowledgebase articles and user guides, as needed.
- Answering questions about Major Releases or Subscription Updates, and troubleshooting the Subscription, if the Subscription is licensed and sold as a locally-installed instance. If We host Your Subscription, locally-installed instances of the Subscription are not supported.

## 2. Authorised Support Contacts

- a. Authorised Support Contacts are the primary liaisons between Us for Customer Support issues. Blackbaud highly recommends You always have at least two Authorised Support Contacts designated as organization administrators on blackbaud.com. Your organization administrators can add, remove, and administer rights for Authorised Support Contacts on our support website. For security reasons, Blackbaud Customer Support will not add new Authorised Support Contacts for your organisation without proper authentication from an organization administrator nor assist Your users with questions if they are not an Authorised Support Contact. Third-parties (e.g., consultants) are not eligible to be an Authorised Support Contact unless they are on a semi-permanent status with Your organisation, as exhibited by an email address and user account in Your organisation's domain name. Our Customer Support team will work solely with the Authorised Support Contacts and will only work directly with Non-Authorised Users if reasonably needed by Our Customer Support team.
- b. If Your agreement with Blackbaud allows Subscription access to Your affiliates or if Your affiliates can purchase access to the Subscription at a discounted price, then Your Authorized Support Contacts should act, in all capacities, as the primary liaison between Us and Your affiliates. Unless directly specified in Your agreement or Your affiliates' agreement with Us, Your affiliates do not receive direct support from Blackbaud Customer Support.

- c. Authorised Support Contacts are required to be trained on the Subscription. In the event of Authorised Support Contact staff turnover, You are required to provide training to new Authorised Support Contacts within 30 days of a new Authorised Support Contact being designated. Training shall include, at a minimum, Our troubleshooting practises, functionality of the Subscription and internal business practises. All such training is to be provided at Your expense.
- d. Your Authorised Support Contacts retain the responsibility for providing internal support for the Subscription, including:
- Providing direct support to answer questions regarding Subscription functionality, internal business practises, and troubleshooting processes to Your Non-Authorised Users
  - Providing direct support to answer questions regarding Customisation specifications, features, intended usage, and Error correction and troubleshooting processes to Your Non-Authorised Users
- If after using reasonable efforts You are unable to diagnose or resolve Errors within the Subscription, Authorised Support Contacts may contact Our Customer Support with the troubleshooting performed, steps to duplicate, and any additional information (e.g., logs, extracts) that can aid in the resolution of the reported incident.
- e. Our Subscriptions allow You to assign up to three (3) Authorised Support Contacts for your Subscriptions. The maximum number of Authorised Support Contacts may increase as You purchase additional Blackbaud Solutions or as Your overall investment with Blackbaud increases. Your Subscription allows your Authorised Support Contacts to contact Customer Support using the chat interface for submitting new incidents. Additional channels for case creation may be available as You purchase additional Blackbaud Solutions or as Your overall investment with Blackbaud increases. Overall investment is measured as recurring annual investment in US dollars. To be considered for enhanced support benefits You must reach an annual investment of ten thousand US dollars.

### 3. Severity Definitions and Response Times

The following are definitions of issue severities and how Blackbaud will respond during normal business hours (Monday – Friday, 8:30am – 5:30pm AEDT).

| Incident Severity     | Definition   | Response Target  | Ongoing Response Target* |
|-----------------------|--|------------------|--------------------------|
| Severity 1 (Critical) | Critical production incident that materially impacts Your use of the Subscription, by either (i) preventing access to the Subscription or (ii) rendering a mission-critical feature/function unavailable. No Commercially Reasonable Workaround exists. <u>Examples</u> : Database access is down or unavailable for all users; Donation pages are down. Note: Severity 1 issues require You to have dedicated resources available to work on the issue on an ongoing basis with Us. | 30 minutes       | Hourly updates           |
| Severity 2 (High)     | Major functionality is impacted or significant performance degradation is experienced in the Subscription. The situation is causing a high impact to portions of Your business operations and no Commercially Reasonable Workaround exists. The Subscription is operational but highly degraded performance to the point of a material impact on usage.  | 2 business hours | Daily                    |



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| Incident Severity          | Definition  | Response Target  | Ongoing Response Target* |
|----------------------------|---|------------------|--------------------------|
| Severity 3 (Medium)        | Partial, non-critical loss of use of the Subscription with a medium-to-low impact on You, but You continue to be able to conduct Your business.   | 4 business hours | Every 2 business days    |
| Severity 4 (Low/ Cosmetic) | Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; Error affecting a small number of users with Commercially Reasonable Workarounds available | 8 business hours | Every 2 business days    |

\*For Severity 3 and 4, We agree to continue to provide continued updates until such time the issue has been triaged for a future patch or release.

## 4. Exclusions and Limitations on Customer Support

- a. To ensure the integrity of the Subscription, You are responsible for remaining current on Subscription or maintenance fees for all Subscriptions as long as it is in use. Our Customer Support does not provide support by-the-hour. If You cancel Your ongoing Subscription, reinstatement of your annual maintenance fee or Subscription service will be required in order for Blackbaud to assist You.
- b. You acknowledge that certain issues may not be addressed except through a Subscription Update or Major Version of the Subscription. We reserve the right to limit the Scope of Customer Support provided to You if You have elected to not maintain the production version of the Subscription on the most current Major Release and Subscription Update. Should We effect a Planned Obsolescence on the Subscription, or portions of the Subscription, We will provide You with prior written notice, as soon as reasonably possible, in advance of the Planned Obsolescence effective date. Such notice shall be at least one (1) year prior to the Planned Obsolescence effective date.
- c. Beyond Customer Support, we also have additional services and customer success programs available to You. Although Customer Support does not provide the following services, these may be already available to You under other agreements with Blackbaud:
  - Training or other types of educational services, which would include guided walk-throughs that train the user on the basics of how to create queries, imports, exports, reports.
  - Database administrator functions or assistance, such as guided walk-throughs on the installation of Major Releases or Subscription Updates on Your infrastructure. This includes the installation or troubleshooting of third-party solutions or hardware, such as Citrix, VPN, firewalls, SSL certificates, load balancers (e.g., NetScaler), or SQL Server / SQL Reporting Services.
  - Managed services and staff augmentation, such as data entry services or business process testing for Major Releases or Subscription Updates.
  - Professional services, such as implementation or configuration of your Solution or the creation or alteration of custom code, whether created by You or Blackbaud. This includes resolving defects in your custom code, alterations to custom web forms/pages, assistance in creation of your own custom code or custom web forms using SDKs or APIs, or the creation or alteration of custom reports, using tools such as Crystal Reports or Microsoft SQL Reporting Services.
  - Troubleshoot, debug, or provide code samples for Customisations, which includes training or advice of how to use Our APIs and SDKs for the purpose of creating Your Customisations. This includes providing web design advice, alterations or resolution for web pages, whether created by Blackbaud or You.

## 5. Terms Subject to Change

This Scope of Customer Support is subject to change in Blackbaud's sole discretion. In the event of any such change, Blackbaud shall post a revision of these Terms at <https://www.blackbaud.com/terms-and-conditions> and Your continued use of Customer Support shall be subject to such revised terms.

## 6. Definitions

- "Authorised Support Contacts" means Your designated internal support resources serving as the key liaisons between Us for technical support of the Subscription.
- "Commercially Reasonable Workaround" means alternative programmatic steps or environmental changes that achieve the end goal of the Subscription function.
- "Customer Support" means the group providing support services described herein
- "Customisation" means an alteration to the Subscription written by Blackbaud, You, or a third-party on behalf of either of Us.
- "Errors" means errors in the Subscription that result in a Severity 1 or Severity 2 incident.
- "Major Release" means a new version of the Subscription made generally available to Blackbaud customers and built on the same platform.
- "Non-Authorised User" means users, end users, or contacts at Your organisation who are not designated to contact Customer Support as an Authorised Support Contact.
- "Planned Obsolescence" means a period during which We no longer market, support, or maintain the Subscription, or features of the Subscription.
- "Subscription" means any Blackbaud subscriptions, including maintenance, support, application services and payment services provided by Blackbaud pursuant to an Order Form.
- "Subscription Updates" means patches and service packs for the Subscription, typically to resolve defects or release minor enhancements to the most current Major Release.

NOTE: If you are a Blackbaud Partner (e.g., technology partner), your Scope of Customer Support is defined and governed under a separate agreement.