

Blackbaud Canada

Local Terms

For purchases between Blackbaud, Inc. and its clients based in Canada, the following terms shall supersede those set forth in the Blackbaud Solutions Agreement:

1. Applicable laws and regulations referenced in Section 9.a. (“Mutual Representations and Warranties”) of the BSA shall, with respect to You, specifically include data privacy and protection laws applicable to You. Blackbaud shall comply with such laws to the extent that such laws are applicable to Blackbaud. Blackbaud, however, shall not be responsible for Your acts and omissions in violation of laws and regulations that are applicable to You or Your use of the Solutions.
2. The use of a third party other than a Blackbaud certified implementation partner to implement Blackbaud Solutions will void the warranty obligations set forth in Section 9.b. (“Blackbaud Limited Warranties”).
3. In Section 14 (“Dispute Resolution; Governing Law”), the default location for arbitration shall be Toronto, Ontario, and the agreement shall be governed by the laws of the Province of Ontario, excluding choice of law principles.
4. All references to “state law” in Section 16 (“Statutory Exceptions”) shall be changed to “provincial law.”