

Blackbaud Consulting and Professional Services Terms

The following terms apply for all customers purchasing Professional and Consulting Services. The billing terms herein apply unless otherwise set forth in the applicable Order Form.

SERVICES BILLING TERMS

a. Time and Material (“T&M”) Services

- T&M Services will be billed monthly based on the hours entered by the project team
- Change Orders are requested and approved by You and may impact scope, hours, and cost, thereby adjusting services terms accordingly

b. Managed Services and Retained Services

- Unless otherwise stated on the Order Form, ongoing Services will be billed monthly upon the Effective Date and continue in effect for the term of the agreement.
- Change Orders are approved by You and may impact scope and cost, thereby adjusting Services terms accordingly

c. Fixed Price Engagement (“FPE”) Services

- FPE Services less than or equal to 80 hours will be billed 50% upon the Effective Date, and the remaining 50% 90 days thereafter.
- FPE Services greater than 80 hours but less than or equal to 2,000 hours, will be billed in four payments as follows:
 - 30% at project start
 - 30% at the delivery of Business Requirements Document by Us to You
 - 30% at completion of project work by Us
 - 10% at project closure by Us
- FPE Services greater than 2,000 hours will default to the above standard FPE milestones and billing

SERVICES ENGAGEMENT PROJECT START

Pricing afforded to You is on the condition that You are prepared to start the Services, for engagements with fewer than 2,000 hours, within 60 days of the Effective Date unless otherwise detailed in the Statement of Work (“SOW”). If You do not physically start the project within this time, Services shall be considered “on hold” and are subject to the terms of the next section. It is understood that Services engagements greater than 2,000 hours may require custom project timelines and start dates which will be mutually agreed upon.

PLACING SERVICES PROJECTS ON HOLD

One-to-One Services Model - If the project has started and You request the Services work be placed on hold for a period greater than 30 days, or You are not prepared to start or continue work, or the Services work has defaulted to an on hold status due to a non-start, You agree to pay a “hold” fee equal to 20% of total Services fees in addition to the total Services fees. The “hold” fee is to ensure that Our resources are available when the project resumes. The first “hold” fee will be due 30 days after the project goes on hold and shall be due for each subsequent 30 days that work does not resume, in earnest, unless otherwise stated in the SOW.

Cohort Model - If the project is delivered in a Cohort model and You have confirmed a Cohort session, You may reschedule that session within five business days without penalty. After five business days, that session will be considered cancelled and is subject to the applicable cancellation terms outlined herein.

EXPIRATION OF SERVICES

Services shall expire and all Services fees paid by You will be retained by Blackbaud if Services are not started within one year of the Effective Date.

POSTPONEMENT OF SERVICES

Postponements of a scheduled engagement activity may be made with no penalty if You notify Blackbaud seven or more business days before the scheduled engagement activity, however rescheduling Your engagement activity will be subject to the then-current availability of the Services team.

For implementation Services, if You request a postponement of a confirmed engagement activity, or if You are a no-show for a confirmed engagement activity, with less than seven business days’ notice, and rework or rescheduling is required this may significantly impact project timeline and budget.

BILLABLE WORK

The following activities are examples of billable work and have been factored into the professional and consulting Services estimate provided as part of your contract:

- ✓ Resource Coordination
- ✓ Project related meetings and communications
- ✓ Project planning, managing, and status reporting

For all other services, if You request a postponement of a confirmed engagement activity with less than seven business days' notice, or if You are a no-show for a confirmed engagement activity, You will forfeit the intended engagement activity.

CHANGE ORDERS

Blackbaud shall perform the Services specified in the SOW. Change Orders may be executed based on substantial and material changes to the Services defined in the SOW and any Services or changes not specifically included in the SOW will require a duly executed and mutually agreed upon Change Order before any changes being implemented

- a. All T&M Services are estimated and subject to a 10% variance without requiring a Change Order
- b. Any change to the Services defined in the SOW that are due to Your failure to fulfill responsibilities and assumptions outlined in the SOW will require a Change Order
- c. Any properly executed Change Order(s) are subject to the terms of the Blackbaud Solutions Agreement
- d. A Change Order will document:
 - The change in the SOW
 - Additional Services to be delivered and resources required
 - Additional estimated fees (if applicable)
- e. Activities outlined in Change Orders will be billed at standard hourly rates

EXCHANGE AND CANCELLATIONS AS IT RELATES TO SERVICES

If You cancel or exchange Services for any reason, You agree to pay for:

- a. FPE, Managed Services, and Retained Services—all Services work already performed by Us, any related nonrecoverable travel expense, and a re-scheduling fee of 20% of total contracted project fees
- b. T&M—all work performed to date up to but not exceeding the T&M hours expended as of time of cancellation, any related non-recoverable travel expense, and any T&M hours needed to restore said systems/work
- c. Capital expenditure, third party vendor or other non-Services costs incurred by Us, and billable to You under terms of the Order Form or SOW

DELIVERABLES ACCEPTANCE

Unless otherwise stated in Your SOW, deliverables are subject to these Acceptance Procedures. A Deliverable is defined as a tangible item produced as part of the services project. Once Blackbaud delivers a Deliverable, Blackbaud will make the Deliverable available to You for review, and You must accept or reject the Deliverable within a defined time period. Deliverable Acceptance Procedures apply only to Deliverables for which Blackbaud is responsible as defined in the project's SOW or Project Schedule.



- a. You will provide an adequate number of resources to review Deliverable to confirm conformity in all material respects based on mutually agreed upon requirements and specifications
- b. You will provide written notice of acceptance or rejection within 10 business days of delivery. Deliverables which are not rejected by You within the above time period shall be deemed accepted.
- c. An acceptance timeframe beyond the initial 10 day period may be agreed upon by Us and documented in the Project Schedule

BUSINESS HOURS

Blackbaud will deliver Services, either onsite or remotely, during regular business hours from Monday through Friday. Regular business hours are defined as between 9:00 a.m. and 5:00 p.m. in Your local time zone. Upon our mutual consent, working hours may be modified or extended to accommodate extraordinary circumstances.

OFFICE CLOSURES

Any holiday that falls on a Saturday will be observed on the preceding Friday. Any holiday that falls on a Sunday will be observed on the following Monday.

a. North American Offices

- New Year's: The office will close at 3:00 p.m. ET on December 31 and will be closed on January 1.
- Martin Luther King, Jr. Day: The office will be closed on the third Monday of January.
- President's Day: The office will be closed on the third Monday of February.
- Memorial Day: The office will be closed on the last Monday of May.
- Juneteenth: The office will be closed on June 19.
- Independence Day: The office will be closed July 4.
- Labor Day: The office will be closed on the first Monday of September.
- Veteran's Day: The office will be closed on November 11.
- Thanksgiving: The office will close at 3:00 p.m. ET on the fourth Wednesday of November and will remain closed until the following Monday.
- Christmas: The office will close at 3:00 p.m. ET on December 24 and will be closed on December 25

b. Costa Rica Offices

- New Year's: The office will close at 3:00 p.m. ET on December 31 and will be closed on January 1.
- Easter: The office will be closed on the Thursday and Friday before Easter.
- Juan Santamaria Day: The office will be closed on April 11.

- Workers or Labor Day: The office will be closed on May 1.
- Guanacaste Day: The office will be closed on July 25.
- Virgin of Los Angeles Day: The office will be closed on August 2.
- Mother's Day: The office will be closed on August 15.
- Independence Day: The office will be closed on September 15.
- Abolition of the Army: The office will be closed on December 5.
- Christmas: The office will close at 3:00 p.m. ET on December 24 and will be closed on December 25.

These Blackbaud Professional and Consulting Services Terms are subject to change in Blackbaud's sole discretion. In the event of any such change, Blackbaud shall post a revision of these Terms at <http://www.blackbaud.com/terms> and Your continued use Professional and Consulting Services shall be subject to such revised terms.

