

Blackbaud Payment Services Terms

These terms are part of the Blackbaud Solutions Agreement entered into by You and Blackbaud and each party agrees as follows:

1. Blackbaud Payment Services (“BBPS”)

BBPS will collect, transmit, and store credit card data for payment processing with third-party credit card payment gateway services providers (“**Payment Gateways**”) and credit card payment processors (“**Payment Processors**”). You will retain tokens in your Solution database to simplify processing through Payment Gateways. We will use your cardholder and online financial transactions data (“**Data**”) only in the provisioning of BBPS; provided, however, We may use the Data (in an aggregate form) combined with the data of other Blackbaud clients for statistical analysis and reporting.

2. BBPS Options

Payment Gateways and Payment Processors that are Blackbaud approved are required to process credit card and bank card transactions. If You would like to process payments with BBPS You must purchase one or more of the following BBPS options:

- a. Blackbaud Merchant Services (“**BBMS**”): Blackbaud provides contracted services for a Payment Gateway and Payment Processors in accordance with Exhibit A, BBMS, which is incorporated herein; or
- b. Third-Party Merchant Services with Blackbaud Gateway Interconnect Option (“**Blackbaud Gateway Interconnect Option**”): We provide a payment vaulting/gateway interconnect to an approved third-party Payment Gateway and supported third-party Payment Processors in accordance with Exhibit B, Third-Party Merchant Services with Blackbaud Gateway Interconnect Option, which is incorporated herein. You are responsible for directly engaging and contracting with a Blackbaud approved Payment Gateway and Payment Processor.

3. Your Responsibilities

To use BBPS, You must:

- a. Purchase either BBMS or a Blackbaud Gateway Interconnect Option and, in each case, establish and maintain a merchant account for payment processing.
- b. (i) Identify to Blackbaud (by providing name and contact information including electronic mail address) the “Primary Contact” for BBPS (A) who has the authority to make BBPS-related requests including release of Your data, restoration of data, act on Your behalf, open a merchant account, and other configuration changes and (B) with whom Blackbaud will communicate on BBPS-related matters. If a Primary Contact is not properly identified, We shall have the right to deem Your contact for this agreement as Your “Primary Contact”. (ii) Promptly advise Blackbaud in advance of any changes to Your Primary Contact, operations, banking relationships, or other information that would require a change in the support, operation, or configuration of the Solution(s).
- c. Provide connectivity and secure access to the Internet for Your locations to provide adequate access from the Solution(s) or to BBPS’ secure platform.
- d. (i) Administer security within the Solution (*e.g.*, granting of rights to a user with the Solution(s)). You are also responsible for maintaining Your users’ desktops and providing users with network access to BBPS. (ii) Use reasonable precautions to ensure security for integration between Your applications and BBPS. (iii) Maintain compliance with the Payment Card Industry Data Security Standard (“PCI DSS”). (iv) Maintain and observe all reasonable security measures to protect Your systems from unauthorized control, tampering, or other unauthorized access.
- e. (i) Use BBPS only for Your legitimate business purposes, (ii) not use BBPS for load testing, and (iii) not sell or provide, directly or indirectly, any portion of BBPS to any third party.
- f. Ensure that Your products or services (excluding any Blackbaud products) used in conjunction with BBPS do not infringe any intellectual property rights of any third party.

- g. Comply with all applicable laws, rules, and regulations including laws regarding privacy and protection of consumer data and comply with the Visa Cardholder Information Security Program and all other applicable rules of card associations, including American Express®, MasterCard®, and Visa®.
- h. Provide all disclosures to and obtain all consents from each end user, in each case as required by the card associations and applicable law, prior to transmitting information relating to such end user to BBPS and the relevant Payment Gateway.

4. Termination of BBPS

Either of Us may terminate BBPS for any or no reason at any time upon 30 days' written notice to the other party. Upon such termination, You may make written request to Blackbaud for available stored Data. If Blackbaud provides such Data, You will be required to (a) accept terms associated with the retrieval and delivery of such Data including any security procedures which Blackbaud determines are required by PCI DSS and (b) be responsible for paying the cost of such services. You shall be responsible for any and all chargebacks, refunds, and any other fees associated with payment services following termination of BBPS. You may reinstate BBPS but may incur additional fees to do so.

5. Change, Replacement, or Termination of Third-Party Payment Gateway

We may change, replace, or terminate the services of any third-party Payment Gateway upon 30 days' notice to You. In the event of replacement of a Payment Gateway, You understand and agree that You may be required to execute additional terms and conditions associated with such a replacement.

6. PCI DSS Compliance Indemnity; Limitation of Liability

Blackbaud shall indemnify and defend You against any third party claims to the extent arising from Our failure to maintain BBPS in compliance with PCI DSS. Please review the responsibilities of each party located at <https://www.blackbaud.com/pci-compliance/>. This Section states the entire liability of Blackbaud with respect to any such third party claim. You shall give Blackbaud prompt written notice of any such claims for indemnification and You agree to relinquish control of defending any such claim to Blackbaud, including the right to settle. Our maximum liability for these indemnification obligations is \$1,000,000. We shall not be liable to You for the loss of any donations by donors to You. The parties agree that any such losses are indirect or consequential damages, liability for which is specifically excluded under these Terms and the Blackbaud Solutions Agreement.

7. You are not a Third Party Beneficiary

You do not have any rights under Our contracts with third parties including Payment Gateways, Payment Processors, or Networks (as defined below).

8. Terms Subject to Change

These Blackbaud Payment Services Terms (including the Exhibits attached hereto) 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/files/bbms/bbpstc.pdf> and Your continued use of BBPS shall be subject to such revised terms.

EXHIBIT A, BBMS

BBMS allows You to accept payments via credit card, debit card, and ACH transactions including processing cards bearing the trademarks of Visa®, MasterCard®, Discover®, and American Express® (collectively, the “Networks”). Blackbaud is not a depository institution and does not offer banking services or Money Service Business services as these terms are defined by the United States Department of Treasury. As a merchant payment processor, Blackbaud processes payments You receive from your constituents. In order to serve in this role, We must enter into agreements with Networks, other processors, and banks. These third parties require Blackbaud’s BBMS customers to enter into a Sub-Merchant Agreement with Blackbaud’s payment processor of record, as set forth in Section 1 below.

1. Sub-Merchant Agreements: Use of BBMS requires Your acceptance of the relevant Sub-Merchant Agreements: Wells Fargo Bank Sub-Merchant Processing Agreement (https://www.blackbaud.com/files/FD-Wells_smp_agreement.pdf) First Data Canada Sub-Merchant Processing Agreement (https://www.blackbaud.com/files/FD-Canada_smp_agreement.pdf) Stripe Sub-Merchant Processing Agreement (<https://stripe.com/bb/legal>).

2. Background Checks: Use of BBMS requires You to provide information about You as may be necessary to enable Blackbaud to verify Your identity, including (a) personal information (full legal name, resident address, date of birth, and Social Security Number (or other government ID, if not a U.S. citizen)) for Your beneficial ownership (25% or more equity ownership) and/or Your principal officer (having control over Your organization, such as CEO or CFO) and (b) verification of Your ownership of Your bank account(s) that may be used for payment purposes including deposit of processed funds as required from time to time by anti-money laundering laws, other applicable laws and Blackbaud’s internal procedures relating to “know your client” and creditworthiness background checks.

3. BBMS Processing Fees:

Processing Fees shall apply to all financial transactions conducted by You through the use of BBMS (including credit card, debit card, and ACH transactions).

a. The processing fees applicable to BBMS (“BBMS Processing Fees”) are located at www.blackbaud.com/bbms/bbms-tier1.aspx, as may be amended from time to time. Any changes to the BBMS Processing Fees shall take effect 30 days following the posting of any such changes.

b. APPLICABLE ONLY TO BBMS DAILY DISBURSEMENT EARLY ADOPTER CUSTOMERS: The processing fees applicable to BBMS Daily Disbursement Early Adopters (“BBMS Processing Fees”) are located at <https://www.blackbaud.com/info/bbms/usd>, as may be amended from time to time. Any changes to the BBMS Processing Fees shall take effect 30 days following the posting of any such changes.

Clients using BBMS have the option to use BBMS Credit Card Updater service. Use of Credit Card Updater service is contractually limited to only Clients updating and processing cards end-to-end through Blackbaud Merchant Services per Blackbaud contractual requirements and card industry rules and regulations.

4. Disbursements:

Blackbaud will disburse to You funds processed through BBMS, interest free, less any refunds, chargebacks, and any applicable fees (including BBMS Processing Fees and/or transaction fees related to the Solutions, if applicable).

a. Funds processed through BBMS for all Solutions other than Blackbaud Sphere shall be disbursed within five business days of the close of the following disbursement cycles: (i) the first through the seventh of each month; (ii) the eighth through the fifteenth of each month; (iii) the sixteenth through the twenty-second of each month; and (iv) the twenty-third through the end of each month. Funds processed through BBMS for Blackbaud Sphere shall be disbursed within seven business days of the close of the following disbursement cycles: (i) the first through the fifteenth of each month, and (ii) the sixteenth through the last day of each month.

b. APPLICABLE ONLY TO BBMS DAILY DISBURSEMENT EARLY ADOPTERS CUSTOMERS: Funds processed through BBMS for all Solutions other than Blackbaud Sphere shall be disbursed within three business days (credit card) or four business days (ACH), in each case, based on a daily business day disbursement cycle.

Blackbaud may suspend or delay disbursements to You in order to protect Us against the risk of, among other things, existing, potential or anticipated chargebacks, fraud or Your failure to fulfill Your responsibilities set forth in these Terms.

5. Direct Deposit ACH Form: You shall provide Blackbaud with a completed Authorization Agreement for Direct Deposits (ACH Credits) with Your Taxpayer Identification Number (TIN) to permit Blackbaud to make deposits to Your bank account in accordance with Your disbursement instructions. Blackbaud reserves the right to hold on Your behalf any funds collected using BBMS until You provide a completed Authorization Agreement to Blackbaud and Blackbaud has successfully verified Your depository bank account used in connection with BBMS.

6. Reconciliation and Charge Backs; Debit of Your Account: Blackbaud shall perform daily internal reconciliations and provide chargeback management services in connection with delivering statements and payment disbursements to You. You are responsible for Your individual

transaction reconciliations for each disbursement. You are responsible for payment of all chargebacks and associated fees of any kind whatsoever against any merchant account established by Blackbaud for the purpose of consummating financial transactions conducted on Your behalf through the Solution(s). For any negative transactions including refunds/chargebacks, Blackbaud reserves the right to offset such negative transactions against disbursements to You, or if any disbursement is less than such offset, debit Your bank account the balance of such offset. You agree that Blackbaud may, without prior notice to You, debit Your bank account for the full amount of any negative or debit balance including chargebacks and reversals if at the end of any disbursement there is a negative or debit balance in Your BBMS account. If Blackbaud is unable to collect on refunds/chargebacks using offset of Your disbursement or debit of Your bank account, Blackbaud shall have the right to invoice You any unpaid balance which shall be subject to the lesser of twelve percent (12%) annual interest or the highest interest allowable under applicable law.

APPLICABLE ONLY TO CLIENTS USING BLACKBAUD MERCHANT SERVICES FOR CARD-PRESENT TRANSACTIONS WITH ALTRU, BLACKBAUD MOBILEPAY, THE BLACKBAUD MERCHANT SERVICES VIRTUAL TERMINAL, OR THE PATRON EDGE:

Transactions where a credit or debit card with an embedded chip is used for card-present swiped transactions on or after October 1, 2015 are subject to the Payment Networks' 2015 U.S. Fraud EMV Liability Shift (the "EMV Liability Shift"). Until Blackbaud makes available an EMV-capable point-of-sale (POS) solution (an "EMV Capable POS Solution), Blackbaud will provide the additional protection described below to U.S. clients using BBMS who accept credit and debit cards for card-present machine-read transactions. This additional protection will commence on October 1, 2015, and will continue until 60 days after the date that Blackbaud makes available an EMV Capable POS Solution. During such time, Blackbaud will reimburse You the cost of chargebacks that occur for card-present machine-read transactions subject to the EMV Liability Shift (such chargebacks include those with the following chargeback codes: American Express codes F30 and F31; Discover Card codes UA05 and UA06; MasterCard codes 70 and 71; and Visa codes 62, 70, and 81) for transactions for the purchase of goods and/or services for which You suffer a financial loss such as ticket sales, event registrations, scheduled program registrations, membership sales, merchandise sales, and group ticket sales. For the avoidance of doubt, donations made to You, with fraudulent credit or debit cards, are not included in this additional protection. This additional protection is limited to BBMS clients using Altru, BBMS Virtual Terminal, and Blackbaud MobilePay transactions for chip-enabled cards that are swiped using a magnetic stripe reader. Effective December 1, 2016, this additional protection includes BBMS clients using Patron Edge for chip-enabled cards that are swiped using a magnetic stripe reader for the cost of the chargebacks up to \$1,000 per transaction.

You may submit applicable chargebacks to chargebacks@blackbaud.com. You remain responsible for disputing all chargebacks. If the chargeback is lost and not recoverable, You may submit a claim to Blackbaud to reimburse the loss. Blackbaud will review the claim to determine if it meets the criteria stated above. If the criteria are met, Blackbaud will refund all or a portion of the chargeback amount along with applicable chargeback fees. Your requests for reimbursements must be made within 60 days of chargeback. Blackbaud will pay funds by ACH into Your bank account.

7. **Transaction Limits:** Unless otherwise pre-approved in writing by Blackbaud, BBMS for all Solutions other than Blackbaud Sphere currently have a per transaction limit of \$50,000. BBMS for Blackbaud Sphere currently have a per transaction limit of \$25,000.
8. **Reserve:** You acknowledge that in addition to other rights afforded to Blackbaud under the Agreement, Blackbaud, after providing reasonable prior written notice to You, may establish a reserve account to satisfy any of Your delinquent obligation of Yours under any agreement between You and Blackbaud (the "**Reserve Account**"). Blackbaud may (but is not required to) apply funds in the Reserve Account toward, and may set off any funds that would otherwise be payable to You against the satisfaction of any amounts which are due from You. The Reserve Account will not bear interest, and You will have no right or interest in the funds in the Reserve Account. Upon satisfaction of all of Your obligations under such agreements, Blackbaud will pay to You any funds then remaining in the Reserve Account. Any funds in the Reserve Account may be commingled with other funds, and need not be maintained in a separate account. The parties' rights and obligations under this Section shall survive the termination of the Agreement.
9. **Apple Pay:** If You subscribe to any Solutions that allow You to enable Apple Pay as a payment method and You use BBMS, You may elect to enroll in the Apple Pay program. To participate in the Apple Pay program, You must consent to Apple Pay's Web Merchant Terms and Conditions (<https://www.blackbaud.com/files/ApplePayTerms.pdf>) which will govern Your and Your constituents' use of Apple Pay. We are not liable for Apple's provision of the Apple Pay services to You. We reserve the right, in Our sole discretion, to disable Your use of Apple Pay or de-register You from the Apple Pay program at any time. Because Apple does not provide any availability or uptime guarantee for the Apple Pay services, We cannot guarantee any availability or uptime levels (including Our obligations contained in Exhibit C, BBPS Service Levels) for Our services to the extent that such services are contingent on Apple Pay's performance.
10. **Appointment of Blackbaud as "Payee Agent":** You hereby appoint Blackbaud as Your agent for the sole and limited purpose of receiving, holding and settling payment to You. You agree that a payment received by Blackbaud, on Your behalf, completes Your constituent's payment to You, regardless of whether Blackbaud actually settles such payment to You. In the event that Blackbaud does not make any such payment to You as described in these Terms, You will have recourse against only Blackbaud and not such constituent, as such payment is deemed made by such constituent to You upon receipt by Blackbaud.

EXHIBIT B, THIRD-PARTY MERCHANT SERVICES WITH BLACKBAUD GATEWAY INTERCONNECT OPTION

- 1. Gateway and Processor Option:** You will be required to enter into an agreement to obtain “gateway” services directly from a Blackbaud approved Payment Gateway. A list of currently approved Payment Gateways can be found at www.blackbaud.com/bbms/bbms-tier3.aspx, as may be amended from time to time effective 30 days following the posting of any such changes. In addition, You are obligated to separately engage a Blackbaud approved Payment Processor.
- 2. Gateway Interconnect Fees/Rates:** The applicable Payment Gateway interconnect fees and rates (“Interconnect Fees”) are located at www.blackbaud.com/bbms/bbms-tier3.aspx, as may be amended from time to time effective 30 days following the posting of any such changes.
- 3. Disbursements, Reconciliation and Chargebacks:** All fund disbursements, reconciliations, and chargebacks shall be the sole responsibility of You and the Payment Gateway and Payment Processor that You have engaged. Blackbaud shall have no liability relating to any such disbursement, reconciliations, and chargebacks.
- 4. Luminate Application Clients Only:** If You are a Luminate Online subscriber who purchased and continues to use the pre-established PayPal Payflow Pro (PFP) Payment Gateway under contracted “pass-through” PFP Terms (<http://www.convio.com/Terms/Payment/Gateway/Terms/Paypal/2011>), You acknowledge and agree that the PFP Terms and conditions will continue to apply to such use until the end of Your current Luminate Online contract term. At such time, You will be required to take ownership of any Blackbaud-owned Payflow Pro gateways or choose alternative payment solutions (e.g., BBMS) and the PFP Terms will no longer apply after such election. Any existing or future user of Luminate Online who desires to add any additional gateway accounts must purchase such accounts directly from the supported third-party Payment Gateway providers (including Payflow Pro gateway) and be subject to the terms and fees associated with this Addendum. Additional gateways must be configured in Luminate Online by Blackbaud Professional Services.
- 5. CyberSource Clients Using Altru for Card-Present Transactions Only:** Until Blackbaud makes available an EMV-capable point-of-sale (POS) solution (an “EMV Capable POS Solution”), Blackbaud will provide additional protection to U.S. clients using CyberSource who accept credit and debit cards for card-present machine-read transactions in Altru. This additional protection will commence on January 1, 2016 and will continue until 60 days after the date that Blackbaud makes available an EMV Capable POS Solution. During such time, Blackbaud will reimburse You the cost of chargebacks up to \$1,000 per card-present machine-read transaction subject to the EMV Liability Shift (such chargebacks include those with the following chargeback codes: American Express codes F30 and F31; Discover Card codes UA05 and UA06; MasterCard codes 70 and 71; and Visa codes 62, 70, and 81). Those transactions covered include only the purchase of goods and/or services for which You suffer a financial loss such as ticket sales, event registrations, scheduled program registrations, membership sales, merchandise sales, and group ticket sales. For the avoidance of doubt, donations made to You, with fraudulent credit or debit cards, are not included in this additional protection. This additional protection is limited to CyberSource clients using Altru for chip-enabled cards that are swiped using a magnetic stripe reader. To receive reimbursement, You must provide Blackbaud with documentation from their payment processor that the chargeback resulted from an EMV (chip) card transaction and that the cardholder was disputed in accordance with their payment processor requirements but settled in favor of the cardholder. Blackbaud will review all requests and refunds will be subject to Blackbaud approval. Blackbaud reserves the right to terminate this additional protection at will.

EXHIBIT C, BBPS SERVICE LEVELS

- Blackbaud will install and operate BBPS at load-balanced, mirrored, highly-available, secure locations using fully-redundant equipment and networks and will monitor traffic, security, and performance on a 24x7 basis to ensure availability, capacity, security, and bandwidth.
- Blackbaud will provide secure, encrypted access, via the Internet, to BBPS from currently supported versions of Your Solution(s) on a 24x7 basis, except for scheduled system downtime for maintenance as required and scheduled in advance by Blackbaud. Blackbaud and its vendors may perform system maintenance during the following “BBPS Maintenance Windows”, and Blackbaud will announce all planned upgrades and outages in advance as follows:

“BBPS Critical Maintenance Window” — Nightly between 10 p.m. and 12 midnight EDT/EST with at least one-hour advance notice for application of critical security or software updates;

“BBPS Standard Maintenance Window” — Sunday mornings between 3 a.m. and 7 a.m. EDT/EST, and Tuesday and Thursday between 11pm and 3am EDT/EST with at least 72 hours’ advance notice; and

“BBPS Extended Maintenance Window” — Sunday morning between 3 a.m. and 12:00 noon EDT/EST with at least 30 days’ advance notice.

BBPS Maintenance Windows start and end times may be adjusted back or forward by two hours, with the same duration, upon 30 days’ advance notice to You. Blackbaud will deliver notifications of scheduled system downtime and/or system maintenance to the Primary Contact via electronic mail. You understand and agree that there may be instances where Blackbaud needs to interrupt BBPS without notice in order to protect the integrity of BBPS due to security issues, virus attacks, spam issues, or other unforeseen circumstances.

- BBPS will have a 99.9% availability rate, calculated on a monthly basis. In the event You do not have access to Your BBPS account (“Downtime”) for more than four hours during any calendar day (other than as a result of scheduled system downtime and/or system maintenance), Your sole and exclusive remedy and Blackbaud’s sole and exclusive liability for Downtime shall be a credit to You in an amount equal to 1/365 of the Annual Subscription Fee paid by You during the applicable calendar year for the Subscription impacted by the Downtime (each such amount, a “Credit Unit”). Credit Units shall be reflected and applied on Your monthly invoice for the month following the month in which a Credit Unit was credited to You. Blackbaud will use an internal system to measure whether BBPS is available. You agree that Blackbaud’s internal system will be the sole basis for resolution of any dispute that may arise between You and Blackbaud regarding BBPS service levels, and further agree not to implement or contract for any other third-party monitoring software, services, or applications for the purpose of monitoring Downtime.
- Blackbaud will perform and retain fully restorable, data backups of encrypted BBPS databases as follows:

Backup Type	Retention	Location
Nightly	1 week	On-Site
Weekly	4 weeks	Off-Site
Monthly	6 months	Off-Site

- Blackbaud will install minor upgrades/releases of BBPS as they become available at no charge for the term of the agreement. Blackbaud will determine and announce all planned upgrades as described above.
- Customer Support hours of operation for BBPS will be provided in accordance to the Maintenance Service Plan and corresponding Scope of Support based on the subscribed level of maintenance for the Solution(s) using BBPS.
- Blackbaud will monitor performance indicators on the systems and network infrastructure (its own and those of third-party vendors) in order to gauge the overall performance of BBPS, and will take reasonable steps to address systems and network infrastructure as required to maintain application performance.
- Blackbaud will operate BBPS in accordance with PCI DSS.