

CSRconnect and GrantsConnect Terms

The following terms apply to Your access to and use of CSRconnect and GrantsConnect (each a “CSR Solution” and collectively, “CSR Solutions”) in addition to those terms set forth in the Blackbaud Solutions Agreement.

1. Purpose

Use of the CSR Solutions will, among other things, allow Participants (as defined below) to contribute funds to Charitable Partners (as defined below) and recommend funds to Eligible Charities (as defined below), in accordance with these terms.

2. Eligible Recipient Charities

Participants may search for Eligible Charities within a database assembled, updated and maintained in the CSR Solutions containing a list of Eligible Charities that is updated with information from applicable charitable regulatory agencies (such as the Internal Revenue Service) and maintained by Blackbaud, as modified or filtered by any specific criteria requested by You and agreed to by Blackbaud.

3. Charitable Partners

- a. U.S. Charitable Partner. Blackbaud has established a relationship with The Blackbaud Giving Fund, a section 501(c)(3) charitable organization, the primary purpose of which is to serve as a sponsor of donor advised funds, whereby The Blackbaud Giving Fund will accept contributions from You and Your employees (the “Employees” and together with You, “Participants”) and distribute such funds in the form of grants to qualified charitable organizations in the United States (the “Eligible U.S. Charities”).
- b. International Charitable Partners. Blackbaud has established relationships with U.S. and international charitable partners (the “International Charitable Partners” and, together with The Blackbaud Giving Fund, “Charitable Partners”), whereby such partners will accept contributions from The Blackbaud Giving Fund or Participants and distribute such funds in the form of grants to qualified charitable organizations outside of the United States (the “Eligible International Charities” and, together with the Eligible U.S. Charities, the “Eligible Charities”).

4. Donor Advice and Tax Receipting

- a. Donor Advice. A donation is made to a Charitable Partner by Participants, subject to receipt of advice from Participants to Charitable Partners as to the recommended Eligible Charity and to the approval of such advice by the Charitable Partners (“Donor Advice”). For the avoidance of doubt, “Donor Advice” is deemed provided when a donation has been allocated or deemed allocated to the Charitable Partner via the CSR Solution and the Participant has recommended an Eligible Charity to receive a donation from the Charitable Partner.
- b. Tax Compliance. Upon The Blackbaud Giving Fund receiving a donation from a Participant, such donation will normally represent a tax receiptable donation to The Blackbaud Giving Fund by the Participant, and, in such cases (but subject to Section 4.e. below), Blackbaud will enable generation of a tax receipt on behalf of and in the name of The Blackbaud Giving Fund. The manner and timing of generation of tax receipts for valid donations will be as agreed between You and Blackbaud. Typically, this generation occurs immediately but shall occur no later than sixty (60) days of calendar year-end of the date the donation was made.

- c. Funds Transfer to Charities. Once donations are transferred to a Charitable Partner, such donations are under the applicable Charitable Partner's exclusive legal control and can be used only for charitable purposes and not for Your benefit nor the benefit of any Employee, donor, or other impermissible private benefit.
- d. Donor Advice. Blackbaud shall provide the applicable Charitable Partner with the respective Donor Advice as provided to Blackbaud from a Participant in or in connection with a CSR Solution. Donor Advice is non-binding and precatory in nature as required by law. However, Blackbaud shall follow the procedures set forth in Section 4.e. below in the rare situations where a Charitable Partner cannot carry out the recommendations set forth in Donor Advice.
- e. Redirect Procedures. In the rare situations where a Charitable Partner cannot carry out the recommendations set forth in Donor Advice, it is not possible for the Charitable Partner to "refund" a donation because such payment would be prohibited by law. However, Blackbaud and each of the Charitable Partners have established the procedures applicable to these situations set forth below to give Participants the opportunity to redirect donated funds, i.e. provide alternative Donor Advice.
 - (i) In circumstances where: (a) Donor Advice is not provided by a Participant within 90 days following the date that the donation was allocated; (b) an Eligible Charity requested by a Participant as part of Donor Advice is no longer considered an Eligible Charity; (c) a check sent to an Eligible Charity is not cashed within 90 days or (d) the Charitable Partner, exercising its discretion as the sponsoring organization of a donor advised fund or equivalent arrangement, chooses to decline to follow the Donor Advice, then the Charitable Partner will make the determination of the Eligible Charity to which such donation will be made. In making such determination, the Charitable Partner is legally entitled to exercise its discretion but Blackbaud will encourage each Charitable Partner to collaborate with any relevant Participant to provide alternative Donor Advice. In the case of a donation to The Blackbaud Giving Fund, prior to making such determination, Blackbaud will contact the relevant Participant via email to request alternative Donor Advice. In the event a Participant does not provide alternative Donor Advice in a timely manner, You have the option to select an Eligible Charity to be the default designated recipient for such donations made by You and Your employees.
 - (ii) In circumstances where: (a) You have not funded the Participant donations within 60 days; or (b) a bankruptcy or other administrative or legal process or administrative action affecting a Participant compels a Charitable Partner to return any donation, no donation can be deemed effected and no receipt validly issued unless and until unrestricted funds representing the allocated donations are transferred to such Charitable Partner. With respect to clause (b), Blackbaud may void or cancel any receipt or donation confirmation that has been improperly issued as a result and will provide notice of any such action to You. You agree to provide prompt notice of any such event to the relevant Participant.
- f. Cancellation of Donation. Blackbaud reserves the right to void or cancel any receipt or donation confirmation that has been improperly issued by a CSR Solutions for any reason, and will provide notice of any such event to You.

5. Processing and International Donation Fees

- a. Processing Fees. Charitable donations made via credit card will be processed by Blackbaud Merchant Services, Blackbaud's secure, PC DSS-compliant credit card gateway. Fees associated with credit card giving will be assessed on each credit card transaction. Unless You elect to cover the cost of the fees described in this section on behalf of Your employees, such assessments will result in a reduction in the amount donated by an employee to an Eligible Charity by the amount of such fees.
- b. Processing and Vetting Fees for International Donations. Blackbaud may assess You additional fees in connection with charitable donations made by Participants to Eligible International Charities. Such fees will be as set forth on the then current fee schedule which will be provided to You by Blackbaud upon Your request.

- c. Requests for Funding by International Charitable Partners. In certain cases for “in-country” arrangements with International Charitable Partners, You agree to receive requests for funding / invoices directly from such International Charitable Partners.

6. Miscellaneous

These 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 www.blackbaud.com/terms-and-conditions and Your continued use of CSRConnect and GrantsConnect shall be subject to such revised terms.