

Data Processing Addendum

The following terms (the "Provisions") shall apply to the Processing of Personal Data by Blackbaud, Inc. and its affiliates and subsidiaries ("Blackbaud") on Your behalf in connection with Your purchase of Solutions and Services (collectively "Solutions") from Blackbaud:

Recitals

This agreement is made with reference to the following facts:

- A. You and Blackbaud entered into the Blackbaud Solutions Agreement ("BSA") to which Blackbaud provides Solutions for You; and
- B. Data Protection Laws require Controllers' contracts with Processors to include specific provisions with respect to the Processing of Personal Data.

The parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used and not defined herein or in the BSA shall have the meanings given them in Data Protection Laws.
 - a. The following terms have the definitions given to them in the California Consumer Privacy Act, as may be amended, ("CCPA") as context applies: "Sell," "Share," and "Third Party."
 - b. "Controller" shall mean the entity that determines the purposes and means of the Processing of Personal Data. "Controller" includes equivalent terms in other Data Protection Laws, such as the CCPA-defined term "Business," as context requires.
 - c. "Data Protection Laws" shall mean all laws and regulations applicable to the Processing of Personal Data under the BSA in force within (i) the European Union, European Economic Area, their member states, and the United Kingdom including, the General Data Protection Regulation 2016/679 or any subsequent or enacting legislation applicable to the parties ("GDPR"), and the UK Data Protection Act 2018 and the UK GDPR (together, "UK GDPR"), (ii) the United States, including the CCPA, the Colorado Privacy Act ("CPA"), the Connecticut Data Privacy Act ("CTDPA"), the Utah Consumer Privacy Act ("UCPA"), and the Virginia Consumer Data Protection Act ("VCDPA"), (iii) Australia, including the Australian Privacy Act 1988, (iv) Canada, including the Personal Information Protection and Electronic Documents Act and Québec's Law 25, and (v) New Zealand, including the New Zealand Privacy Act 2020.
 - d. "Data Subject" shall mean an identified or identifiable natural person. "Data Subject" includes equivalent terms in other Data Protection Laws, such as the CCPA, CPA, CTDPA, UCPA, and VCDPA-defined term "Consumer," as context applies.
 - e. "De-Identified Data" shall mean all data that is defined as 'de-identified data' or 'deidentified data' under Data Protection laws and to which Data Protection Laws apply, which Blackbaud receives from You or on Your behalf in connection with, or which is created from Your use of, the Solutions.
 - f. "Personal Data" shall mean all data that is defined as 'personal data' or 'personal information'



under Data Protection Laws and to which Data Protection Laws apply, which Blackbaud receives from You or on Your behalf in connection with Blackbaud's provision of the Solutions.

- g. "Personal Data Breach" shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.
- h. "Process" or "Processing" shall mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, sale, analysis, modification, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- i. "Processor" shall mean the entity which Processes Personal Data on behalf of another entity. "Processor" includes equivalent terms in other Data Protection Laws, such as the CCPA-defined terms "Service Provider," "Contractor," or "Third Party," as context requires.

2. PROCESSING.

- a. Roles. With respect to any Processing of Personal Data by Blackbaud in connection with the provision of the Solutions, You are the Controller and Blackbaud is the Processor. Each party shall comply with its applicable obligations under Data Protection Laws. You represent that You have all rights and authorizations necessary for Blackbaud to Process Your Personal Data.
- b. Purpose. Blackbaud shall Process Your Personal Data only as necessary to provide the Solutions and in accordance with Your instructions. You agree that applicable provisions of the BSA, SOW, Order Form, these Provisions, reasonable written instructions (such as creation of a support ticket) and Your use and configuration of the features within Our Solutions constitute Your instructions with respect to Blackbaud's Processing of the Personal Data on Your behalf. Blackbaud shall inform You if We believe that any instructions You provide us infringe any Data Protection Laws.
- c. Details of Processing. The subject matter of the Processing is the Personal Data You provide to Blackbaud in connection with Your use of the Solutions. The duration of the Processing is for the term of Order Form or an applicable SOW. The nature and purpose of the Processing is to provide the Solutions as set forth in the Order Form, SOW and Blackbaud Solutions Agreement. The types of Personal Data and categories of EU Data Subjects are those that are submitted into the Solutions or otherwise provided by You to Blackbaud.

- 3. **CONFIDENTIALITY.** Blackbaud shall ensure that all personnel authorized to access the Personal Data are informed of the confidential nature of the Personal Data and are required to treat Personal Data confidentially. Other than to service providers We may use to perform services for us (and only in accordance with Section 6 below), Blackbaud shall not disclose Your Personal Data to any third party, unless authorized by You or required by law or a Supervisory Authority, in any such case, notifying You prior to disclosure unless prohibited by law.

- 4. **SOLUTION USE.** You are responsible for using and configuring the Solutions in a manner that enables You to comply with Data Protection Laws and Blackbaud shall not be responsible for Your use of the Solutions in violation of Data Protection Laws.



- 5. DATA SUBJECT RIGHTS.** To the extent legally permitted, Blackbaud shall notify You of requests addressed directly to us from Data Subjects exercising any of the rights granted to Data Subjects in Data Protection Laws (collectively, "Data Subject Rights") where the Data Subject specifies the request relates to You. You shall be solely responsible for responding to such requests. To the extent that You cannot respond to the Data Subject's request using information available to You through the Solutions, You shall provide Blackbaud all information necessary to comply with the request and Blackbaud shall make commercially reasonable efforts to assist You with responding to the exercise of Data Subject Rights, insofar as this is possible.
- 6. SUBPROCESSING.** You acknowledge and agree that Blackbaud may hire third parties to perform services on its behalf (each a "Sub-Processor"), conditioned on the following:
- a. We will enter into a written agreement with each Sub-Processor containing substantially similar provisions as these Provisions with respect to the Processing of Your Personal Data and that the Sub-Processors cannot re-disclose Your Personal Data when prohibited by applicable law or regulation;
 - b. We will remain liable to You for the performance of the Sub-Processor's obligations with respect to Processing Your Personal Data; and
 - c. We will provide You with a URL listing or other list identifying Our Sub-Processors for the Solutions. Blackbaud will notify You of any addition of a Sub-Processor by indicating such change on the website or by providing You an updated list. You can object to the addition of a Sub-Processor on the basis that such addition would cause You to violate Data Protection Laws or would render the Solutions non-compliant under Data Protection Laws. Such objection shall be in writing and shall include Your specific reasons for Your objection. Blackbaud's affiliates shall not be subject to this provision as a Sub-Processor when they render services on Our behalf.
- 7. ASSISTANCE.** Upon reasonable notice, Blackbaud will assist You with technical and organizational measures, insofar as possible, for the fulfillment of Your obligations under Data Protection Laws relating to the security of the Processing, the notification of a Personal Data Breach, and conducting Data Protection Impact Assessments or data protection assessments, to the extent that any required information for such actions cannot be accessed by You using the Solutions.
- 8. DELETION OR RETURN OF PERSONAL DATA.** Upon termination of the BSA or termination of a Solution, Your Personal Data shall be handled in accordance with the BSA.
- 9. AUDITS.** Blackbaud regularly reviews its security and data handling practices through a combination of internal audits and audits conducted by third parties. If the report available under Section 6 of the BSA does not provide information reasonably sufficient for You to demonstrate compliance with Data Protection Laws, then You may request additional information from Blackbaud, including by Your submission and Our completion of a security questionnaire, no more than once annually. As required by Data Protection Laws, Blackbaud will notify You if Blackbaud determines it can no longer meet its obligations under Data Protection Laws.



10. PROHIBITIONS. Blackbaud shall not:

- a. Sell or Share any Personal Data; or
- b. retain use or disclose any Personal Data received from, or on behalf of, You for any purpose outside the direct business relationship between You and Blackbaud, including any commercial purpose or the servicing of a different Controller, other than the purpose stated in Section 2(b).

11. DE-IDENTIFIED DATA. If Blackbaud receives any De-Identified Data from, or on behalf of, You, or if De-Identified Data is created from Your use of the Solutions, Blackbaud shall:

- a. Take reasonable measures to ensure the data cannot be associated with an individual or household; and
- b. Publicly commit to maintain, use, and Process the data only in a de-identified fashion and not attempt to re-identify the data.

12. TRANSFER OF DATA. If applicable, Blackbaud may transfer Personal Data outside the European Union and/or the United Kingdom, as appropriate, as necessary to provide the Solutions and/or otherwise fulfill its obligations. Blackbaud has self-certified to the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and the Swiss-U.S. Data Privacy Framework (collectively, the “Data Privacy Framework”) and is therefore deemed to provide an adequate level of personal data protection under applicable Data Protection Laws. In the event that Blackbaud transfers Personal Data to Sub-Processors outside the European Union and/or the United Kingdom, as appropriate and as necessary to provide the Solutions and/or otherwise fulfill its obligations, Blackbaud shall only transfer Personal Data to countries deemed by the European Commission and/or the Secretary of State of the United Kingdom, respectively, to provide for an adequate level of personal data protection or to organizations pursuant to lawful transfer mechanisms ensuring appropriate safeguards, such as standard contractual clauses, or binding corporate resolutions.**13. LIABILITY.** Any claims brought by a party under these Provisions shall be subject to the terms and conditions of the BSA, including any liability exclusions and limitations set forth therein.

Changes to this Addendum

The terms of this Addendum are subject to change in Blackbaud’s sole discretion. In the event of any such change, We will post a revision of this Addendum at <https://www.blackbaud.com/terms-and-conditions>.

