

The fees and terms quoted in this Order Form ("Order Form") are valid until 5/27/2016. This Order Form and the purchases set forth herein are subject to and governed by the Blackbaud Solutions Agreement available at <https://www.blackbaud.com/files/BlackbaudSolutionsAgreement.pdf> and by signing this Order Form you agree to be bound by the Blackbaud Solutions Agreement(s).

Client Information

Issued to:

Southwestern Community College District

Mailing address:

900 Otay Lakes Rd
Chula Vista, CA 91910-7223

Principal contact:

Zaneta Encarnacion

Principal contact email:

zencarnacion@swccd.edu

Client Site ID No.:

16505

Net Terms:

NT45

Bill to:

Southwestern Community College District

Billing address:

900 Otay Lakes Rd
Chula Vista, CA 91910-7223

Billing contact:

Dan Borges

Billing contact email:

dborges@swcc.edu

Order Form No.:

Q-00116430

Account Executive:

Elijah Roberts

Cancelled Item Order Summary

	Year 1	Year 2	Year 3+	Total
Software	\$0.00	\$0.00	\$0.00	\$0.00
Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00
Services	\$0.00	\$0.00	\$0.00	\$0.00
Training	\$0.00	\$0.00	\$(1,523.43)	\$(1,523.43)
Maintenance	\$(363.68)	\$0.00	\$0.00	\$(363.68)
Total Fees	\$(363.68)	\$0.00	\$(1,523.43)	\$(1,887.11)

Please review terms regarding credits at end of itemized cancellations.

New Item Order Summary

	Year 1	Year 2	Year 3+	Total
Software	\$0.00	\$0.00	\$0.00	\$0.00
Subscriptions	\$15,743.70	\$13,494.60	\$13,494.60	\$42,732.90
Services	\$3,450.00	\$0.00	\$0.00	\$3,450.00
Training	\$2,040.00	\$2,040.00	\$2,040.00	\$6,120.00
Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
Total Fees	\$21,233.70	\$15,534.60	\$15,534.60	\$52,302.90
Grand Total	\$50,415.79			


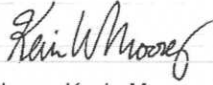
Discounts have been reflected in the order summary above, equaling a total sum of \$(61,799.10)

Year 1 total fees include an estimated amount of \$2,249.10 (invoiced immediately) to cover the period before your annual billing date. The 3 year annual contract will begin on July 1, 2016 at an annual rate of \$13,494.60.

Signatures

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

AGREED :

Client : Southwestern Community College District	Blackbaud Authorized Signature
By : 	
Name : PRMA JEROME	Name: Kevin Mooney
Title : DIRECTOR OF PROCUREMENT,	Title: President, General Markets Business Unit
Date : 5/16/2016 CENTRAL SRV & RM (*Effective Date)	Date: 05/13/2016

All proposed modifications, variations, edits, or additions to this Order Form are objected to and deemed material unless otherwise mutually agreed to in writing.

Cancelled Software

Type	Price	UoM/Qty	Total Fees	Billing
The Raiser's Edge-Version 7	\$0.00	-1	\$0.00	Cancellation
Subtotal*			\$0.00	

Cancelled Maintenance

Type	Monthly Price	UoM/Qty	Term Length (months)	Total Fees	Billing
Maintenance for Raiser's Edge 7	\$181.84	-1	2	\$(363.68)	Cancellation
Subtotal*				\$(363.68)	

Cancelled Training

Type	Price	UoM/Qty	Total Fees	Billing
Learn: The Raiser's Edge Everything	\$169.27	-1	\$(1,523.43)	Cancellation
Subtotal*			\$(1,523.43)	

Cancellation Terms

The amount(s) listed above represent the reduction on contractual obligation to Blackbaud based on previously signed order documents.

Credits for cancellations associated with this order will be prorated based on the active term of the subscription, product or service being cancelled. Credits for pre-paid amounts will be applied to your account, and can be applied to open invoices per your discretion.

New Subscriptions

Type	Monthly List Price	Adjusted Price	Annual Fees	UoM/Qty	Term Length (months)	Total Fees	Billing
RE:NXT Pro Subscription Offer(US)	\$2,499.00	\$1,124.55	\$13,494.60	Each/1	38	\$42,732.90	Annual
NXT Online Express	\$0.00	\$0.00	\$0.00	Each/1	36	\$0.00	Annual
NXT Online Express Events	\$0.00	\$0.00	\$0.00	Each/1	36	\$0.00	Annual
Subtotal*						\$42,732.90	

New Services

Type	List Price	Adjusted Price	UoM/Qty	Total Fees	Billing
RE:NXT Essentials Database Assessment + Fundraising Optimization	\$3,600.00	\$1,800.00	Each/1	\$1,800.00	100% upon completion
Raiser's Edge NXT Module Implementation - 3	\$3,300.00	\$1,650.00	Each/1	\$1,650.00	100% upon completion
Subtotal*				\$3,450.00	

New Training

Type	List Price	Annual Fees	UoM/Qty	Term Length (months)	Total Fees	Billing
LEARN: RE:NXT Everything	\$340.00	\$2,040.00	Each/1	36	\$6,120.00	Annual
Subtotal*					\$6,120.00	

Usage Allowances

Type	Current Level	Secondary Level	Tertiary Level
NXT - Constituent Records Level	75,000	100,000	150,000
Additional Monthly Fees	Included	\$167.00	\$700.00
Online Express Allowances (Per Selected NXT Record Level)	75,000	100,000	150,000
NXT Online Express Email Sends (Annual Limit)	750,000	1,000,000	1,500,000
Additional Monthly Fees	Included	\$0.00	\$0.00

The usage allowances set forth in the Level above are included in the Application Services Subscription Fees. The number of Constituent Records in the Application Services Subscription determines the applicable Level and associated "Additional Monthly Fees." If Client exceeds the number of Constituent Records for a Level, then Client shall automatically move into the next higher Level and the current Application Service Subscription Fees will be increased by the Additional Monthly Fees set forth in the Usage Allowances table for such new Level, commencing with the calendar month in which the new

Level was attained. The Additional Monthly Fees set forth in Level 2 and Level 3 represents the Additional Monthly Fees to be added to the current level. Client will not revert to a lower Level once a new Level is attained, regardless of the number of Constituent Records used in subsequent months. Additional usage charges ("Overage Fees") may also apply as specified for the other items set forth in the table to the extent that the usage allowances for such items at Client's then current Level are exceeded in a particular month. Any such Additional Monthly Fees and Overage Fees are invoiced monthly in arrears and are payable in accordance with the Agreement.

If Client exceeds the usage limit for Constituent Records for the highest Level indicated, Client will continue to be charged in accordance with the highest level until a new agreement is executed.

Emails sent through the TeamRaiser or Luminate Personal Fundraising Application Service Subscription will not be subject to the email sent usage allowance limitation and therefore do not contribute towards the Client's usage level measured against this usage allowance on a monthly basis.

A description of the Application Services Subscription offering is available at <https://www.blackbaud.com/files/ApplicationServicesDescription.pdf>

Overage Fees

Online Express Overage Fees

\$.007 Per additional email sent

Transaction Fees

\$0 monthly and set up fees for Blackbaud Merchant Services. See BBPS Addendum for transaction fees: www.blackbaud.com/files/bbms/bbpstc.pdf

NXT Analytics

Type	Amount	Unit
AddressFinder	4	Updates Per Year
Wealth Point Rating	1	Updates Per Year
EmailFinder	1	Updates Per Year
PhoneFinder	1	Updates Per Year
Fundraising Essentials Service	1	Updates Per Year
ResearchPoint Starter Subscription		
Individual Screenings	500	Screenings
Users	2	Concurrent Users

Descriptions of any purchased ResearchPoint Essentials or Pro upgrades can be found at the link below.

https://www.blackbaud.com/files/resources/downloads/11.13.ANLY_ResearchPoint.datasheet.pdf

General Terms

Fees are in USD

Our records indicate that you are taxable. Blackbaud may charge sales tax on all or a portion of this purchase, depending on state law. If you provide a valid exemption certificate at a later date, you will not receive a credit for sales tax billed prior to receipt of the exemption certificate. If you feel this is incorrect, please send a valid certificate to: SalesTaxExemptCertificates2@blackbaud.com.

Processing of online financial transactions through the Blackbaud offerings purchased on this Order Form is subject to and governed by the <http://www.blackbaud.com/files/bbms/bbpstc.pdf> and by signing this Order Form you agree to be bound by the BBPS Addendum.

You acknowledge that the Software licensed in this Order Form will be provided through electronic download and that no additional shipment of the program on tangible media (i.e., CD, disk, tape, etc.) shall be provided or is required.

The services to be provided are described in the accompanying Statement of Work. Additional Operating Guidelines and General Assumptions applicable to your Statement of Work can be found at <https://www.blackbaud.com/files/sow/BlackbaudProfessionalServicesGuidelinesandAssumptions.pdf>.

If you currently receive maintenance from Blackbaud, the above charges will be added to the existing charges and may be prorated to coincide with your current maintenance renewal date(s) based on product family. Initial annual maintenance is calculated using current list price. Maintenance commences on the day you execute this Order Form and continues for one (1) year. An overview of the scope of maintenance and support can be found on our website at <http://maintenance.blackbaud.com/>.

The subscription charges listed on this Order Form are for this purchase only. If you currently receive a subscription from Blackbaud, the above charges may be added to those and prorated to coincide with your current maintenance renewal date.

The term of your Subscription commences on the day you execute this Order Form and continues for the duration set forth in the applicable line item above. Subscriptions are billed according to the schedule set forth above.

Your Blackbaud Learn® subscription includes access to self-paced training and specific instructor-led online for everyone at your organization. Instructor-led training is available in the Learn More and Learn Everything subscription tiers only. Classes have minimum attendance requirements and may be rescheduled if those requirements are not met. Please check course schedules frequently. Blackbaud may cancel scheduled classes up to ten (10) days prior to the schedule start of the class for instructor-led classroom training classes and up to three (3) days prior to the scheduled start of the class for instructor-led online training classes. In most instances, a minimum of five (5) attendees per class are required for a class to be held. All available seats are distributed on a first come first served basis. Cancellations, last-minute schedule changes, and no-shows are subject to a fee. Please see our cancellation policy at <https://www.blackbaud.com/nonprofit-training/help/cancellation-policy>. This is a renewable subscription which is billed annually in advance. The term of your subscription commences on the day you execute this ATP and continues for the duration set forth in the applicable line item above.

A description of the services provided for our Hosting and Software as a Service solution is available at <http://www.blackbaud.com/files/maint/HostingSaaSDescription.pdf>. As part of this subscription Blackbaud will provide default storage space as outlined in the Hosting/SaaS Description for each application operated from the Blackbaud data center. Should you need to exceed this allocation for any of the applications operated by Blackbaud, additional space may be purchased in 5 GB increments for a fee of \$1200 per annual period.

Scopes of Work

RE:NXT Essentials Database Assessment + Fundraising Optimization	https://www.blackbaud.com/files/sow/RENXTESSREADYFPERaisersEdgeNXTEssentialsDatabaseAssessmentFundraisingOptimization.pdf
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Raiser's Edge NXT Module Implementation - 3	https://www.blackbaud.com/files/sow/NXTREB2BMODIMPNT3RaisersEdgeNXT3Modules.pdf
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