



Renewal Form

Site ID: 29659
Order Number: Q-00774369

2000 Daniel Island Drive, Charleston SC 29492-7541

Bill to:	Sold to:
[Redacted]	[Redacted]
University of North Texas 1155 Union Circle #311250 Denton, TX 76203	University of North Texas 1155 Union Circle #311250 Denton, TX 76203

Valid Until: 8/21/2019
Effective Date: 9/21/2019
Currency: USD
Payment Terms: NT30

Subscriptions

NXT ResearchPoint Upgrade Pro

Billed: Annual
Contract term: 36 months Start Date: 9/21/2019 End Date: 9/20/2022

Year 1: \$5,150.00
Year 2: \$5,295.33
Year 3: \$5,445.01

ResearchPoint eLibrary

Billed: Annual
Contract term: 36 months Start Date: 9/21/2019 End Date: 9/20/2022

Year 1: \$0.00
Year 2: \$0.00
Year 3: \$0.00

Deceased Record Finder

Billed: Annual
Contract term: 36 months Start Date: 9/21/2019 End Date: 9/20/2022

Year 1: \$300.00
Year 2: \$308.47
Year 3: \$317.19

Online Express RE NXT

500,000 Constituent Records
5,000,000 Online Express Email Sends (Annual Limit)

Billed: Annual
Contract term: 36 months Start Date: 9/21/2019 End Date: 9/20/2022

Year 1: \$0.00
Year 2: \$0.00
Year 3: \$0.00

Online Express RE NXT Events

Billed: Annual
Contract term: 36 months Start Date: 9/21/2019 End Date: 9/20/2022

Year 1: \$0.00
Year 2: \$0.00
Year 3: \$0.00

Online Express RE NXT Membership

Billed: Annual
Contract term: 36 months Start Date: 9/21/2019 End Date: 9/20/2022

Year 1: \$0.00
Year 2: \$0.00
Year 3: \$0.00

RE NXT Learn More

Billed: Annual

Contract term: 36 months Start Date: 9/21/2019 End Date: 9/20/2022

Year 1:	\$11,124.00
Year 2:	\$11,437.91
Year 3:	\$11,761.23

RE NXT OLX Record Band Upgrade

1 Records

Price: \$0.00/year

Billed: Annual

Contract term: 36 months

Year 1:	\$0.00
Year 2:	\$0.00
Year 3:	\$0.00

RE NXT Optional Offer

Included: Queue, Membership

Billed: Annual

Contract term: 36 months Start Date: 9/21/2019 End Date: 9/20/2022

Year 1:	\$23,032.43
Year 2:	\$23,682.37
Year 3:	\$24,351.82

RE NXT Phone Support Upgrade

500,000 Constituent Records

Billed: Annual

Contract term: 36 months Start Date: 9/21/2019 End Date: 9/20/2022

Year 1:	\$23,032.42
Year 2:	\$23,682.36
Year 3:	\$24,351.81

RE NXT Pro Offer

500,000 Constituent Records

Included: EFT, Tribute, Payment Processing, RE NXT eLibrary, Planned Gift Tracker, Search, Events, Alum for Alumni/ae Tracking, Volunteer, ResearchPoint, DES Internal Allocation NXT, NXT TA Internal Allocation, RE NXT Email powered by Blackbaud SKY, SKY Reporting Entitlement, Pro Subscription

Billed: Annual

Contract term: 36 months Start Date: 9/21/2019 End Date: 9/20/2022

Year 1:	\$119,341.17
Year 2:	\$122,708.83
Year 3:	\$126,177.53

RE NXT Record Band Upgrade

100,000 Records

Price: \$5,650.17/year

Billed: Annual

Contract term: 36 months

Year 1:	\$5,493.60
Year 2:	\$5,648.62
Year 3:	\$5,808.30

Renewal Order Totals: \$578,450.38

Usage Allowance

Online Express RE NXT	500,000 Constituent Records
Online Express RE NXT Email Sends	5,000,000 Online Express Email Sends (Annual Limit)
RE NXT Pro	500,000 Constituent Records

General Terms

Enter text here to overwrite the above PO Number or add a note to the invoice:

The fees and terms on this Order Form are valid until 8/21/2019. This Order Form is governed by the [Blackbaud Solutions Agreement](#) and applicable terms and conditions in the [Online Terms and Conditions Center](#), and by signing this Order Form You agree to these terms.

Your purchase includes Blackbaud Merchant Services (“BBMS”) to enable You to process credit and bank card transactions. The current BBMS fees are set forth at <http://www.blackbaud.com/bbms/bbms-tier1.aspx>. Other payment processing options are available and the current fees are set forth at <http://www.blackbaud.com/bbms/bbms-tier3.aspx>. Payment processing fees are subject to change. A description of Blackbaud’s payment processing solutions is available when setting up Your payment processing account with Blackbaud, and a copy is set forth at <http://www.blackbaud.com/files/bbms/bbpstc.pdf>

Renewals:

Unless You notify Blackbaud in writing of Your desire to cancel at least forty-five (45) days prior to the start of the upcoming renewal term, Your Subscription shall renew for consecutive terms equal in length to the initial term. Renewal fees or Subscription pricing for renewal terms are subject to a reasonable adjustment.

Fees, Expenses and Payment:

- a. Fees, Duties, and Taxes. Fees for Solutions are set forth in this Order Form, exclusive of taxes. Unless Blackbaud has a current and valid tax exemption certificate on file, You will be responsible for all applicable taxes.
- b. Expenses. If Blackbaud incurs reasonable travel and living expenses to perform Your Services, You are required to reimburse Blackbaud for such expenses pursuant to Blackbaud’s then-current travel policy, available to You upon request.
- c. Invoices. The initial invoice for Your Solutions is issued immediately following Order Form signature. All other invoices shall be issued as follows: (i) invoices for Services will be issued in accordance with the applicable SOW; (ii) pro forma invoices for upcoming Subscription renewals shall be sent to You at least sixty (60) days prior to the start of the renewal term; (iii) and unless terminated in compliance with the Suspension; Acceptable Use Policy (Section 3(a) of the Blackbaud Solutions Agreement), final renewal invoices for Subscriptions will be issued at least thirty (30) days prior to the start of the renewal term.
- d. Payments and Late Payments. Payment is due as stated in this Order Form. All payments are non-refundable except in the event of Our uncured material default under this agreement. If You believe an invoice is inaccurate, You must notify Blackbaud in writing within thirty (30) days from the date of such invoice. Except for amounts subject to a good faith dispute, We may invoice You an interest rate allowable under applicable laws for any outstanding invoice not paid when due.

Our records indicate that You are Tax Exempt. You will not be charged sales tax on Your orders as long as Your exemption certificate has not expired. If it has expired, send the new certificate to: SalesTaxExemptCertificates2@blackbaud.com.

Your purchase includes Blackbaud Merchant Services (“BBMS”) for the processing of electronic payments within your Blackbaud Solution(s) and is subject to the Blackbaud Payment Services Terms. You agree to use BBMS as your exclusive processor for all available forms of electronic payments within all Blackbaud Solutions for the term set forth on this Order Form. Use of an alternate processing solution during this term is subject to interconnect gateway fees plus additional processing fees equal to the standard BBMS rate.

You acknowledge that certain aspects of Our Solutions interface with and share client content with partner applications purchased by You from third parties ("Partner Applications"). We make no warranty with respect to any Partner Applications, and We shall have no liability should client content become unavailable from such Partner Applications for any reason. Your use and remedies with respect to such Partner Applications shall be pursuant to the applicable third-party agreements in place between You and the third-party provider of the Partner Application.

Pricing for Your Blackbaud subscription solution is based on Your number of records. If You exceed the number of records for Your level, Your Subscription will be upgraded to the next applicable level. Once You are upgraded, You may not reset to a lower usage level until Your next renewal period.

Scopes of Work

The Professional and Consulting services charges listed on this Order Form are for this purchase only and are subject to the [Professional and Consulting Services General Terms](#). Information specific to the Professional and Consulting services project, or work, can be found in the applicable Statement(s) of Work (SOW).

Project Contact Name:

Enter text here to overwrite the above Project Contact Name:

Project Contact Email:

Enter text here to overwrite the above Project Contact Email:

Deceased Record Finder https://www.blackbaud.com/files/sow/ADSREDRF_DeceasedRecordFinder.pdf

ADDENDUM ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

Signatures

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

AGREED:

Client: **University of North Texas**

Blackbaud, Inc.



Date: **9/20/19**
(*Effective Date)

Date: 8/8/2019

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

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System ("UNTS") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTS; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNTS is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTS. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNTS that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNTS' continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNTS shall issue written notice to Vendor that UNTS may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.

Required Posting of Contracts on Website. To the extent UNTS is required by Section 2261.262 of the Texas Gov't. Code, it may post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary. Any information that is confidential under law, or that the Attorney General Open Record's Division has determined is exempted from public disclosure under the Texas Public Information Act in the Agreement will be redacted prior to posting.

Insurance. UNTS, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNTS shall, without further requirement, satisfy all insurance obligations of UNTS under the Agreement.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNTS is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNTS property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNTS, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

Date: 9/23/2019