



Renewal Form

Site ID: 15080
 Order Number: Q-424859
 PO Number:

65 Fairchild Street, Charleston, SC 29492

Bill To:
 Lisa Kirk
 De Anza College
 21250 Stevens Creek Blvd
 Cupertino, CA 95014-5702 USA

Purchased By:
 Lisa Kirk
 De Anza College
 21250 Stevens Creek Blvd
 Cupertino, CA 95014-5702 USA

Quoted Fees Valid Until: 10/31/2023
 Effective Date: 07/01/2024
 Currency: USD
 Payment Terms: Net 30

Subscriptions

Net Selling Price

FE NXT Add On Offer 1 Each Included: Queue <i>Billed: Annual</i> <i>Contract term: 48 months Start Date: 7/1/2024 End Date: 6/30/2028</i>	Year 1:	\$699.16
	Year 2:	\$755.09
	Year 3:	\$815.50
	Year 4:	\$880.74

FE NXT Essentials Offer Included: Purchase Orders, Cash Receipts, Accounting Forms, Fixed Assets, eLibrary, FE NXT Essentials, Budget Management, Advanced Security, Cash Management, General Ledger, Project Grant Endowment, Accounts Payable <i>Billed: Annual</i> <i>Contract term: 48 months Start Date: 7/1/2024 End Date: 6/30/2028</i>	Year 1:	\$8,347.94
	Year 2:	\$9,015.78
	Year 3:	\$9,737.05
	Year 4:	\$10,516.01

FE NXT View Only Add User 10 Pack <i>Billed: Annual</i> <i>Contract term: 48 months Start Date: 7/1/2024 End Date: 6/30/2028</i>	Year 1:	\$330.16
	Year 2:	\$356.57
	Year 3:	\$385.09
	Year 4:	\$415.90

Renewal Order Totals: \$42,254.99

General Terms

Enter text here to overwrite the above PO Number or add a note to the invoice:
 {{add_es_:signer1:string(maxlen=35)}}

The fees and terms on this Order Form are valid if executed by You on or before 10/31/2023. This Order Form is governed by the [Blackbaud Solutions Agreement](#) and by all other applicable terms and conditions in the [Online Terms and Conditions Center](#). By signing this Order Form, you agree to these terms.

Renewals:

Unless You notify Blackbaud in writing of Your desire to cancel on or before the deadline of forty-five (45) days prior to the start of the upcoming renewal term, (i) Your Subscription shall renew for consecutive terms of at least thirty-six (36) months; or (ii) if You are on a term greater than thirty-six (36) months, Your Subscription shall renew for a term equal to your current term. Recurring fees are subject to an annual adjustment. A Renewal Notice, including any changes to recurring fees, will be sent to You at least ninety (90) days prior to the start of the upcoming renewal term.

Expenses, Invoicing and Payment:

- a. 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.
- b. Invoices. Blackbaud has the right to invoice You for Your initial Subscription term immediately following Order Form signature. Blackbaud's process is to issue all annual invoices for Subscription fees according to the payment terms on this Order Form. For example, if Your net payment terms are the standard 30 days, Your invoice is issued 30 days before it is due. All invoices for Services will be issued in accordance with the applicable SOW.
- c. 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 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.

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.

As a Financial Edge NXT customer you benefit from the SKY API capability. Should you choose to use this capability, you can make up to 25,000 calls to the SKY API per day with a global rate limit of 5 calls per second. For additional calls per day, you must purchase additional usage from Blackbaud. Once you have made your allotted number of calls, you will not be permitted to make any more calls that day.

This Order Form is effective as of 07/01/2024 (the "Effective Date") and continues for the term set forth herein. Subscriptions are billed according to the schedule set forth above.

Signatures:

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

AGREED:

Client: De Anza College

Blackbaud Inc.

By: {{_es_:signer:signature}}



Name: {{_es_:signer:fullname}}

Name: David Benjamin

Title: {{_es_:signer:title}}

Title: EVP, Chief Commercial Officer

Date: {{_es_:signer:date}}

Date: 09/06/2023

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

