



2000 Daniel Island Drive  
 Charleston, SC 29492-7541  
 Phone: 800-443-9441 Fax: 843-216-6111

February 19, 2014

AGREEMENT TO PURCHASE

Texas A&M University - Corpus Christi  
 6300 Ocean Dr Unit 5742  
 Corpus Christi, TX 78412  
 Mrs. Sonia Hernandez  
 (361) 825-5700

Texas A&M University - Corpus Christi hereby agrees to purchase from Blackbaud, Inc. the following:

<b><u>SOFTWARE:</u></b>	<b><u>Price</u></b>
Raiser's Edge User Licenses - Quantity 5	<u>\$10,000.00</u>
<b>Software - Subtotal</b>	<b>\$10,000.00</b>
<b><u>MAINTENANCE:</u></b>	
Advantage Professional	<u>\$2,400.00</u>
<b>Maintenance - Subtotal</b>	<b>\$2,400.00</b>
 <b>SUBTOTAL:</b>	 <b>\$12,400.00</b>
<b>TOTAL COST:</b>	<b><u>\$12,400.00</u></b>

**Software**

Software shall be provided in accordance with the Master Services and Software Agreement.

**Maintenance**

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 ATP 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>.

**General**

Blackbaud is required to have a copy of the "State issued sales and use tax exemption certificate" for your organization on file in order to avoid charging sales tax on all or a portion of this purchase, depending on state law. If your organization's exemption certificate is not returned with your contract by the time the invoice is generated, sales tax may be included on your invoice and will be payable in full by your organization.

The individual signing below represents that he/she has the necessary authority to execute the Agreement on behalf of Texas A&M University - Corpus Christi, and that his/her signature is sufficient to make this Agreement the binding and enforceable obligation of such party.

Processing of online financial transactions through the Blackbaud offerings purchased on this ATP is subject to and governed by the Blackbaud Payment Services Addendum set forth at: <http://www.blackbaud.com/files/bbms/bbpstc.pdf> and by signing this Agreement to Purchase you agree to be bound by the BBPS Addendum.

Prices are valid until February 28, 2014. This ATP and the purchases set forth herein are subject to and governed by the Master Services and Software Agreement available at <http://www.blackbaud.com/files/MasterServicesAndSoftwareAgreement.pdf> and by signing this Agreement to Purchase you agree to be bound by the MSSA.

John A. Casey  
Authorized Signature

John A. Casey  
Print Name

Director of Contracts & Property  
Title

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2-24-2014  
Date

R400494

ATPID: 564339

# Master Services and Software Agreement

This Master Services and Software Agreement ("Agreement"), effective as of the date of Client's signature on the ATP or Order Form ("Effective Date"), is made by and between Blackbaud, Inc., a Delaware corporation having a place of business at 2000 Daniel Island Drive, Charleston, SC 29492, and Client. "Blackbaud" means Blackbaud, Inc. and its affiliates and subsidiaries. "Client" means the client set forth on the Order Form or ATP (defined below). "Party" means Blackbaud or Client. "Parties" means Blackbaud and Client collectively.

The Parties agree as follows:

## 1. Definitions.

Defined terms shall have the meanings set forth in this Agreement.

## 2. Ordering Procedure.

Blackbaud will furnish to Client and Client will pay for Blackbaud software ("Software"), subscription(s), including application services and payment services ("Subscription" or "Application Services"), support and maintenance ("Maintenance"), and other professional, consulting or training services ("Services") detailed in the applicable order form or agreement to purchase ("Order Form" or "ATP"). Software, Subscriptions, Maintenance, and Services are each individually a "Blackbaud Product" and collectively "Blackbaud Products." This Agreement, ATP(s), schedules, attachments, and statements of work (individually, a "SOW" and collectively, "SOWs") constitute the complete and entire Agreement, and supersede all prior or contemporaneous oral or written agreements concerning such subject matter. In the event of any conflict among the terms of this Agreement, an ATP, or a SOW, the following order of precedence shall apply: (1) ATP; (2) Agreement; (3) SOW.

## 3. Fees, Expenses, & Payment.

- a. **Fees, Duties, and Taxes.** Fees are described in the applicable ATP. The fees are exclusive of all duties and taxes imposed upon the provision of goods and services ("Taxes"). Unless Client provides Blackbaud with a valid tax exemption certificate on or before the Effective Date of this Agreement, Client will be responsible for all Taxes. Client shall maintain a current tax exemption certificate on file with Blackbaud and promptly notify Blackbaud if Client's tax status changes during the Term (defined below).
- b. **Expenses.** Client shall reimburse Blackbaud for all reasonable and necessary travel and living expenses Blackbaud incurs performing Services, all such expenses to be incurred pursuant to Blackbaud's then-current travel policy.
- c. **Invoices.** Initial invoices for Software, Subscriptions, and Maintenance are issued immediately following ATP signature. All other invoices shall be issued as follows: (i) invoices for Services shall be issued in accordance with the applicable SOW; (ii) renewal invoices for Subscriptions and

