

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
**For the Fiscal Year ended December 31, 2011**

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
**For the transition period from**                      **to**

Commission file number: 000-50600

**BLACKBAUD, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**11-2617163**  
(I.R.S. Employer  
Identification No.)

**2000 Daniel Island Drive**  
**Charleston, South Carolina 29492**  
(Address of principal executive offices, including zip code)

**(843) 216-6200**  
(Registrant's telephone number, including area code)

**Securities Registered Pursuant to Section 12(b) of the Act:**

Title of Each Class  
**Common Stock, \$0.001 Par Value**

Name of Each Exchange  
on which Registered  
**The NASDAQ Stock Market LLC**  
**(NASDAQ Global Select Market)**

**Securities Registered Pursuant to Section 12(g) of the Act: None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES  NO

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. YES  NO

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES  NO

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES  NO

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (Section 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of "large accelerated filer," "accelerate filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Indicate by check mark whether registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES  NO

The aggregate market value of the registrant's common stock held by non-affiliates of the registrant on June 30, 2011 (based on the closing sale price of \$27.72 on that date), was approximately \$1,086,698,096. Common stock held by each officer and director and by each person known to the registrant who owned 10% or more of the outstanding common stock have been excluded in that such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

The number of shares of the registrant's common stock outstanding at February 10, 2012 was 44,940,623.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive Proxy Statement for the 2012 Annual Meeting of Stockholders currently scheduled to be held June 20, 2012 are incorporated by reference into Part III hereof.

[Table of Contents](#)

**BLACKBAUD, INC.**  
**ANNUAL REPORT ON FORM 10-K**  
**Table of Contents**

	<u>Page</u>
<b>PART I</b>	
Item 1. <a href="#">Business</a>	1
Item 1A. <a href="#">Risk factors</a>	15
Item 1B. <a href="#">Unresolved staff comments</a>	30
Item 2. <a href="#">Properties</a>	30
Item 3. <a href="#">Legal proceedings</a>	30
Item 4. <a href="#">Mine Safety Disclosure</a>	30
<b>PART II</b>	
Item 5. <a href="#">Market for registrant's common equity, related stockholder matters and issuer purchases of equity securities</a>	31
Item 6. <a href="#">Selected consolidated financial data</a>	35
Item 7. <a href="#">Management's discussion and analysis of financial condition and results of operations</a>	38
Item 7A. <a href="#">Quantitative and qualitative disclosures about market risk</a>	62
Item 8. <a href="#">Financial statements and supplementary data</a>	62
Item 9. <a href="#">Changes in and disagreements with accountants on accounting and financial disclosure</a>	62
Item 9A. <a href="#">Controls and procedures</a>	62
Item 9B. <a href="#">Other information</a>	63
<b>PART III</b>	
Item 10. <a href="#">Directors, executive officers and corporate governance</a>	64
Item 11. <a href="#">Executive compensation</a>	64
Item 12. <a href="#">Security ownership of certain beneficial owners and management and related stockholder matters</a>	64
Item 13. <a href="#">Certain relationships, related transactions and director independence</a>	64
Item 14. <a href="#">Principal accountant fees and services</a>	64
<b>PART IV</b>	
Item 15. <a href="#">Exhibits and financial statement schedules</a>	65

## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains “forward-looking statements” that anticipate results based on our estimates, assumptions and plans that are subject to uncertainty. These statements are made subject to the safe-harbor provisions of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. All statements in this report not dealing with historical results or current facts are forward-looking and are based on estimates, assumptions and projections. Statements which include the words “believes,” “seeks,” “expects,” “may,” “might,” “should,” “intends,” “likely,” “targets,” “plans,” “anticipates,” “estimates” or the negative version of those words and similar statements of a future or forward-looking nature identify forward-looking statements.

Although we attempt to be accurate in making these forward-looking statements, future circumstances might differ from the assumptions on which such statements are based. In addition, other important factors that could cause results to differ materially include those set forth under “Item 1A. Risk factors” and elsewhere in this report and in our other SEC filings. We undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

## PART I

### Item 1. BUSINESS

#### Overview

We are the leading global provider of software and related services designed specifically for nonprofit organizations. Our stated company purpose is to power the business of philanthropy from fundraising to outcomes. We strive to help our customers accomplish their missions and are guided by the following corporate values:

- Our people make us great.
- Customers are at the heart of everything we do.
- We must be good stewards of our resources.
- Innovation drives success.
- Our actions are guided by honesty and integrity.
- Service to others makes the world a better place.

Our customers use our products and services to help increase donations, reduce fundraising costs, build online communities and improve communications with constituents, manage their finances and optimize operations. We have focused solely on the nonprofit market since our incorporation in 1982. At the end of 2011, we had approximately 26,000 customers spread over 60 countries. Our customers come from nearly every segment of the nonprofit sector, including education, foundations, health and human services, faith-based, arts and cultural, public and societal benefits, environment and animal welfare, and international and foreign affairs.

#### Nonprofit Industry

##### *The nonprofit industry is large and diverse*

There were more than 1.8 million U.S. nonprofit organizations registered with the Internal Revenue Service in 2010, including 1.3 million charitable 501(c)(3) organizations, and we estimate there are approximately another 2.0 million nonprofit organizations internationally. According to Giving USA 2011, donations to nonprofit organizations in the United States in 2010 were \$290.9 billion, amounting to 2.0% of U.S. GDP, which increased from donations in 2009 of \$280.3 billion. The compound annual growth rate of donations over the 40-year period from 1970 to 2010 was 6.8%, not adjusted for inflation. These organizations also receive fees for services they provide, which are estimated at more than \$1 trillion annually.

## [Table of Contents](#)

### ***Traditional methods of fundraising are often costly and inefficient***

Many nonprofits use manual methods or stand-alone software applications not designed to manage fundraising. Such methods are often costly and inefficient because of the difficulties in effectively collecting, sharing, and using donation-related information. Furthermore, general purpose and Internet-related software applications frequently have limited functionality and do not efficiently integrate multiple databases. Based on our market research, nearly a quarter of every dollar donated is used for fundraising expenses alone. Some nonprofit organizations have developed proprietary software, but doing so is expensive, requiring on-site technical personnel for development, implementation and maintenance.

### ***The nonprofit industry faces particular operational challenges***

Nonprofit organizations must efficiently:

- Solicit funds and build relationships with major donors;
- Garner small cash contributions from numerous contributors;
- Manage and develop complex relationships with large numbers of constituents;
- Communicate their accomplishments and importance of their mission;
- Comply with complex accounting, tax and reporting issues that differ from traditional businesses;
- Solicit cash and in-kind contributions from businesses to help raise money or deliver products/services;
- Provide a wide array of programs and services to individual constituents; and
- Improve the data collection and sharing capabilities of their employees, volunteers and donors by creating and providing distributed access to centralized databases.

In addition, as a result of the negative impact the recent economic environment has had on donations, we believe the nonprofit sector has an even greater need for operational efficiencies to maximize the services they can deliver. Because of these challenges, we believe nonprofit organizations can benefit from software applications specifically designed to serve their particular needs.

## **Blackbaud Solutions**

We offer a broad suite of products and services that address the fundraising needs and operational challenges facing nonprofit organizations. We provide our customers with software and services that help them increase donations, reduce the overall costs of managing their businesses and build a strong sense of community while effectively managing communications with their constituents. We provide our solutions to nonprofit organizations in several ways. We offer our products on a perpetual license basis, a software-as-a-service (“SaaS”), or as “hosted” software offerings. We also offer a suite of analytical tools and related services that enable nonprofit organizations to extract, aggregate and analyze vast quantities of data to make better-informed operational decisions. In addition, we help our customers increase the returns on their technology investments by providing a broad range of consulting, training and professional services, as well as maintenance and technical support.

### ***Nonprofit organizations use our products and services to increase donations***

Managing the fundraising process is a critical business function for nonprofits. Our fundraising and constituent relationship management solutions allow nonprofit organizations to establish, maintain and develop their relationships with current and prospective donors and other constituents. Our fundraising products and services enable them to use a centralized database, as well as the Internet and an array of analytical tools, to facilitate and expand their fundraising efforts. In addition, we believe our products and services help nonprofit organizations increase donations by enabling them to:

- Solicit large numbers of potential donors;
- Deliver personalized messages that drive constituent action;

## [Table of Contents](#)

- Provide an easy-to-use system for sharing and using critical fundraising information;
- Utilize our Internet-based offerings to communicate their missions and receive online donations, support online volunteer and events management, and participate in social networks; and
- Simplify and automate business processes.

### ***Nonprofit organizations use Blackbaud software, services and tools to improve operational effectiveness***

Our comprehensive suite of software, services and analytical tools help nonprofit organizations manage the key aspects of their operations. By automating business processes, our products streamline operations for our customers and help to reduce the overall costs of operating their organizations. We provide solutions that address many of the technological and business process needs of our customers, including:

- Constituent relationship management;
- Financial management and reporting;
- Cost accounting information for projects and grants;
- Integration of financial data and donor information in a centralized system;
- Internet-based fundraising;
- Event, data and information management;
- Student information systems for independent schools and small colleges;
- Ticketing management;
- Data analysis and reporting tools and services;
- Online interactive communities for social networking and relationship management;
- Management of complex volunteer networks; and
- Results tracking for multiple campaigns.

### **Our Strategy**

Our objective is to maintain and extend our position as the leading provider of software and related services designed specifically for nonprofit organizations, supporting their missions from fundraising to outcomes. Key strategies for achieving this objective are to:

#### ***Achieve worldwide constituent relationship management (“CRM”) leadership for our Blackbaud CRM product***

We intend to extend the penetration of our Blackbaud CRM product line to larger, more complex nonprofit organizations, leveraging our expertise with enterprise implementations to achieve worldwide leadership in CRM. We believe our Blackbaud CRM solution is a scalable solution designed specifically to meet the needs of mid- to-large-sized organizations, bringing together disparate information such as annual and capital giving, gift planning, major giving, and volunteer systems, both online and offline and across various chapters and programs within a given organization. With a single system of record that can be securely and efficiently shared, organizations can turn their data into timely, actionable information that increases the success of their fundraising efforts, better synchronizes campaigns across chapters and field offices, and strengthens relationships with constituents.

We believe that our existing proprietary software can form the foundation for a wider range of solutions for nonprofit organizations. Our current products share over half of our proprietary software code and were developed using common standards and practices. We believe this shared code allows us to more cost effectively expedite the development and rollout of product offerings and updates. In addition, we are building our future product offerings on this common platform, which we anticipate will improve our ability to create new offerings

## [Table of Contents](#)

efficiently and expeditiously, while allowing our customers to seamlessly collect and analyze supporter information from a variety of sources. In the future, we plan to offer pre-packaged solutions designed to service an even larger group of nonprofit organizations.

### ***Grow our worldwide customer base***

We intend to expand our industry-leading customer base and enhance our market position. We have established a strong market presence with approximately 26,000 customers. We believe that the fragmented nature of the industry presents an opportunity for us to continue to increase our market penetration. We plan to achieve this by making use of our next generation solutions to continue transforming our business to cloud-based, which should allow us to serve the whole mid-market customer segment. We also plan to streamline our sales efforts to the small market customer segment and intend to expand our direct sales efforts, especially with regard to national, enterprise and global account-focused sales teams.

We believe the United Kingdom, Canada, Australia and Netherlands, as well as other international markets, represent growing market opportunities for our products and services. We believe the overall market of international nonprofit organizations is changing. Donations to international nonprofit organizations are becoming increasingly important in response to reductions in governmental funding. U.S.-based nonprofit organizations are growing their international activities and opening overseas locations. We believe the international marketplace is currently underserved, and we intend to increase our presence by expanding our sales and marketing efforts internationally. We plan to sell complementary products and services to our installed base of customers, and we plan to develop and offer new products tailored to international markets, including leveraging our market leading domestic analytics solutions to develop offerings tailored specifically to meet the needs of foreign and multi-national nonprofits.

### ***Revolutionize the customer experience***

We intend to make our customers' experience with us effective, efficient and satisfying from the initial interest in our products and services, to purchase, to customer support and product enhancement. We continue to evolve the manner in which we package and sell our offerings to provide higher value combined with flexibility to meet the different needs of our existing and prospective customers. For example, we are increasing the number of our offerings sold under a subscription pricing model, which can make it easier for customers to purchase our solutions. We will continue to focus on providing the highest level of product support while continuing to enhance our existing products and developing new products and services designed to help allow our customers to more effectively achieve their missions.

### ***Pursue strategic partnerships***

We intend to continue to selectively pursue acquisitions, expansion of existing partnerships and the development of new strategic partnerships to enter new markets and pursue significant untapped opportunities. We intend to develop these alliances with companies that provide us with complementary technology, customers and personnel with significant relevant experience, as well as to increase our access to additional geographic and vertical markets. We have completed significant acquisitions over the past five years both in the United States and internationally and expect to continue to do so. We are also currently involved in a number of strategic relationships which allow us to provide a wider variety of offerings and provide customers with integrated solutions, further enhancing the value of our proprietary technology. We believe that our size and history of leadership in the nonprofit sector make us an attractive acquirer or partner for others in the industry.

## **Our Operating Structure**

The nonprofit market is very diverse, with organizations that range from small, local charities to large, multinational relief organizations. The needs of nonprofits can vary greatly according to their size. To better

## [Table of Contents](#)

serve the wide variety of nonprofits in the market, we organize our operating structure into three operating units: the Enterprise Customer Business Unit, or ECBU, the General Markets Business Unit, or GMBU, and the International Business Unit, or IBU.

Following is a description of each of our operating units:

- The ECBU is focused on marketing, sales, delivery and support to large and/or strategic customers, specifically identified named prospects and customers in North America. In addition, the ECBU is focused on marketing, sales and delivery of analytic services to all prospects and customers worldwide.
- The GMBU is focused on marketing, sales, delivery and support to all emerging and mid-sized prospects and customers in North America that are not specifically identified as ECBU prospects and customers.
- The IBU is focused on marketing, sales, delivery and support to all prospects and customers outside of North America.

Each operating unit contains specialized sales, services, support, marketing, and finance functions. We believe this structure allows us to be more responsive to the needs of fundamentally different customer segments and to focus on developing solutions appropriate for these unique markets while leveraging the infrastructure of our broader organization and shared technology in a cost-effective manner. It also allows us to develop highly customized approaches to marketing and selling our products in the markets we serve.

### **Products and Services**

We license software and provide various services to our customers. During 2011, we generated revenue in four reportable segments and in four geographic regions, as described in more detail in Note 15 of our consolidated financial statements.

#### ***Software products***

We offer nonprofit organizations a wide variety of software products, which can be used individually to help organizations with specific functions, such as fundraising, financial management, website management and prospect research, or combined into a fully-integrated suite of tools to help them manage multiple areas of their operations.

#### ***Fundraising and Constituent Relationship Management***

##### **The Raiser's Edge**

The Raiser's Edge is the leading software solution designed to manage a nonprofit organization's constituent relationship management and fundraising activity. It is used by more than 13,000 organizations worldwide and recently won the 2010 Campbell Award for User Satisfaction. The Raiser's Edge enables nonprofit organizations to communicate with their constituents, manage fundraising activities, expand their development efforts and make better informed decisions through powerful segmentation, analysis and reporting capabilities. The Raiser's Edge is highly configurable, allowing nonprofit organizations to create numerous custom views of constituent records and automate a variety of business processes. The Raiser's Edge allows an organization to access extensive biographical and demographic information about donors and prospects, process gifts, monitor solicitation activity, analyze data and publish reports. It also improves operational efficiency and effectiveness by reducing overall mailing costs, offering faster data entry and gift processing, supporting major donor cultivation and using the Internet to send email appeals and accept online donations.

##### **Blackbaud CRM**

Blackbaud CRM is a flexible, customizable, scalable and secure web-based CRM solution that addresses the unique needs of mid-size, large, and federated, chapter based nonprofit organizations. Blackbaud CRM helps organizations build deeper and more personalized relationships with constituents, build their brand through

## [Table of Contents](#)

online engagement and multi-channel communication tools, and gain organizational efficiencies. Blackbaud CRM brings together disparate information, such as constituent involvement and engagement information, annual and capital giving, gift planning, major giving, and alumni and parent systems, across multiple locations and within the departments and programs of a mid-sized, large, or federated organization. With a single system of record that can be securely and efficiently shared, organizations are able to turn their data into timely, actionable information that maximizes their multi-channel fundraising efforts, synchronizes campaigns across departments and programs, and strengthens relationships and engagement with their constituents.

### eTapestry

eTapestry is a SaaS donor management and fundraising solution built specifically for smaller nonprofits. It tracks donors, prospects and alumni while managing gifts, pledges and payments. eTapestry was built to operate in a hosted environment and to be accessed via the Internet. This technology provides a system that is simple to maintain, efficient to operate and is intuitively easy to learn without extensive training. It offers nonprofit organizations a cost-effective way to manage donors, process gifts, create reports, accept online donations and communicate with constituents. eTapestry now comes in three packages that are easy to buy, implement and use (Starter, Essential and Pro), and also offers a 30-day free trial. All packages include our database, online forms, email marketing, reporting, training, implementation and support.

### Online Solutions

#### Blackbaud NetCommunity

Blackbaud NetCommunity is an Internet marketing and communications tool that enables organizations that utilize the Raiser's Edge software to build interactive websites and manage email marketing campaigns. With Blackbaud NetCommunity, organizations can establish online communities for social networking among constituents and also provide a platform for online giving, membership purchases, event registration and more. Because Blackbaud NetCommunity requires the Raiser's Edge database to operate, it can only be sold with Raiser's Edge or to existing Raiser's Edge customers. However, Blackbaud NetCommunity, in concert with The Raiser's Edge, provides a single source of up-to-date constituent information across an entire organization, regardless of how individual constituents interact and communicate with the organization. We also have developed versions of Blackbaud NetCommunity with reduced functionality and lower price points to provide alternatives for nonprofit organizations of all sizes and with varied needs for Internet solutions.

#### Sphere eMarketing

Sphere eMarketing, delivered as SaaS, provides organizations with an integrated system of applications to manage e-marketing, communications, programs, services and online fundraising. Sphere eMarketing enables an organization's volunteers, members, donors and staff to share real-time data and information in an online community to better manage constituent relationships. Sphere eMarketing is designed to help organizations manage sophisticated and targeted e-mail campaigns with efficiency and control. Comprehensive real-time reports are available to help organizations make strategic data-driven decisions for future marketing campaigns.

#### Everyday Hero

Everyday Hero is an event-based online fundraising solution in Asia-Pacific and the UK. The Everyday Hero solution is focused on meeting the peer-to-peer fundraising needs of nonprofits internationally. It is a leading donor acquisition tool, and helps nonprofits in Asia-Pacific and the UK connect with a younger, more online-focused generation of donors, a first step in helping nonprofits develop long-term relationships with their supporters. We acquired the Everyday Hero solution in 2011.

#### BlackbaudNow

BlackbaudNow offers small organizations and individuals a fast and simple way to develop an online presence and begin accepting online donations. It allows our customers to publish a simple website, accept donations,



## [Table of Contents](#)

manage constituent relationships, run reports and send emails to supporters, with no upfront cost. BlackbaudNow is free to set up and users pay a per transaction fee. A PayPal® Donate button is built into the product.

### *Financial Management*

#### The Financial Edge

The Financial Edge is an accounting application designed to address the specific accounting, analytical and financial reporting needs of nonprofit organizations. It integrates with The Raiser's Edge to simplify gift entry processing and relate information from both systems in an informative manner to eliminate redundant tasks. The Financial Edge improves the transparency and accountability of organizations by allowing them to track and report from multiple views, measure the effectiveness of programs and other initiatives, use budgets as monitoring and strategic planning tools and supervise cash flow. As a result, The Financial Edge provides nonprofit organizations with the means to help manage fiscal and fiduciary responsibility, enabling them to be more accountable to their constituents. In addition, The Financial Edge is designed specifically to meet governmental accounting and financial reporting requirements prescribed by the Financial Accounting Standards Board, or FASB, and Governmental Accounting Standards Board, or GASB.

As with The Raiser's Edge, with the Financial Edge, we have built extended applications to address the specific functional needs of our customers.

### *School Management*

#### The Education Edge

The Education Edge is a comprehensive student information management system designed principally to organize an independent school's admissions and registrar processes, including capturing detailed student information, creating class schedules, managing attendance records and performance/grades, producing demographic, statistic, and analytical reports and printing report cards and transcripts. With The Education Edge, an organization can keep biographical and address information for students, parents, and constituents consistent across all of its Blackbaud software products. This integrated system allows an independent school to reduce data-entry time and ensure that information is current and accurate throughout the school.

#### Blackbaud's Student Information System

Blackbaud's Student Information System is a complete software solution designed for small colleges and other institutions of higher education with a full-time enrollment of less than 5,000. The solution links student information across all campus offices and includes functionality designed specifically to organize the admissions and registrar's processes. In addition, Blackbaud's Student Information System can be combined with other applications to offer integration across back-office functions, providing one-time entry for biographical information, financial reliability, and audit trail functionality. This helps significantly reduce time spent on data maintenance and creation of class schedules and allows institutions to communicate efficiently with prospects, students and alumni.

#### Blackbaud for Small Schools

Blackbaud for Small Schools is a SaaS solution designed for independent schools with less than 500 students. It includes modules to help schools with their registration process, and give parents, students and faculty secure online access to assignments, grades and other relevant school information. As a school's needs grow and change, these can be integrated with other solutions like The Raiser's Edge and The Financial Edge.

## [Table of Contents](#)

### *Ticketing*

#### The Patron Edge

The Patron Edge is a comprehensive ticketing management solution specifically designed to help large or small performing arts organizations, museums, zoos and aquariums increase attendance and revenue. The Patron Edge can be integrated with The Raiser's Edge to allow for a complete profile view of patrons, donors or visitors. The Patron Edge offers a variety of ticketing methods and allows customers to save time and costs by streamlining ticketing, staffing, scheduling, event and membership management and other administrative tasks.

### *General Admissions Management*

#### Altru

Altru is an arts and cultural solution suite provided to our customers as SaaS. Altru helps general admissions arts and cultural organizations gain a clear, 360-degree view of their organization, operate more efficiently, engage and cultivate patrons and supporters, streamline external and internal communication efforts, and reduce IT costs. It contains tools for constituent and membership management, program sales, retail sales and ticketing, volunteer management, and events management. It also has sophisticated reporting functionality and tools to manage marketing, communications and fundraising.

### *Direct Marketing*

#### Blackbaud Direct Marketing

Blackbaud Direct Marketing allows nonprofit organizations to achieve integrated campaign planning by managing direct marketing campaigns with multiple types of media and channels. It delivers campaign management capabilities including planning and budgeting, predictive analysis and list segmentation, campaign execution, and performance measurement and reporting. The result is that nonprofit organizations can more easily manage their marketing campaigns while maximizing the return on investment of their direct marketing efforts. Nonprofit organizations can integrate Blackbaud Direct Marketing with Blackbaud CRM or The Raiser's Edge to combine fundraising functions with direct marketing campaigns.

### *Events Management*

#### Sphere Friends Asking Friends

The Sphere Friends Asking Friends software product enables organizations to quickly and easily launch and manage online event fundraising websites. Sphere Friends Asking Friends facilitates growth in donations and participation levels by providing participants tools to become fundraisers and recruiters on behalf of nonprofit organizations. It also allows event participants to reach out to their Facebook® and Twitter® networks, expanding the fundraising and marketing potential of virtual events. It is used by organizations of all sizes and budgets to manage regional to national events.

### *Consulting and education services*

Our consultants provide conversion and implementation services for each of our software products. These services include:

- System implementation, including all aspects of installation and configuration, to ensure a smooth transition from the customer's legacy system and to create a more streamlined business workflow;
- Management of the data conversion process to ensure data is a reliable and powerful source of information for an organization;
- Business process analysis and application customization to ensure that the organization's system is properly aligned with an organization's processes and objectives;

## Table of Contents

- Removal of duplicate records, database merging and enrichment, information cleansing and consolidation, and secure credit card transaction processing;
- Database production activities, including direct marketing, business intelligence, cultivation and stewardship processes; and
- Website design services, Internet strategy consulting and specialized services, such as email marketing and search engine optimization.

In addition, we apply our industry knowledge and experience, combined with expert knowledge of our products, to evaluate an organization's needs and consult on how to improve a business process. This work is performed by consultants who have extensive and relevant domain experience in all aspects of nonprofit management, accounting, project management and IT services. This experience and knowledge allows us to make recommendations and implement best practices to help our customers reach their goals. In addition, we offer software customization services to organizations that do not have the time or in-house resources to create customized solutions for our core products. We believe that no other software company provides this broad a range of consulting and technology services and solutions dedicated to the nonprofit industry.

We provide a variety of classroom, onsite, distance-learning and self-paced training services to our customers relating to the use of our software products and application of best practices. Our software instructors have extensive training in the use of our software and present course material that is designed to include hands-on lab exercises, as well as course materials with examples and problems to solve.

### ***Analytics services***

#### *Target Analytics*

We formed Target Analytics in early 2008 by combining Blackbaud's prospect research division with the then newly acquired Target Analysis Group. We further added to the offerings in 2008 with the P!N wealth screening service from Kintera, Inc. Target Analytics offers a comprehensive range of products and services for nonprofit organizations' analytics needs. These include solutions for donor acquisition, identifying best prospects, assessing donor performance and measuring success. Target Analytics offers software, solutions, and services including the following:

*Acquisition Lists*—Target Analytics' acquisition mailing lists are built using a proprietary cooperative database designed exclusively for nonprofit mailing lists and response modeling. We developed the database to help locate the best prospects for each organization and make donor acquisition efforts more productive.

*Target Tags*—A direct marketing data modeling solution that allows organizations to increase response rates and net revenue by identifying best prospects for direct mail and telemarketing campaigns.

*ProspectPoint*—A custom data modeling solution that delivers critical information on a prospect's or donor's likelihood to make a gift to an organization. It analyzes current and historical data from external sources and behavioral trends to identify an organization's best potential annual, planned and major giving prospects, as well as recommends appropriate "ask" amounts and gift types.

*WealthPoint*—A database screening solution that delivers detailed wealth identification information on prospects. WealthPoint provides initial prospect qualification, assists with prospect cultivation and delivers information on financial capacity.

*ResearchPoint*—A web-based prospect management software solution that combines public data with donor information from a nonprofit's database of records to build a complete view of prospects, enabling it to better target and secure gifts. This includes enabling organizations to help uncover major and planned giving prospects within a nonprofit's database.

## [Table of Contents](#)

*donorCentrics*—A set of strategic analytic and benchmarking tools designed to drive fundraising at nonprofit organizations. These reports uncover strengths and weaknesses in fundraising programs, highlight opportunities for growth and facilitate strategy-sharing across organizations.

*Data Enrichment Services*—Services that enrich the quality of the data in our customers' databases. These include a service that finds outdated address files in the database and makes corrections based on the requirements and certifications of the United States Postal Service, as well as services that use known fields in an organization's constituent records to search and find key demographic and contact information such as age, email address, and phone number.

*Merge-purge Services*—Blackbaud specializes in providing sophisticated and customized merge/purge services for file de-duplication in donor acquisition efforts. Nonprofit organizations use these services to identify data quality issues, handle large numbers and sizes of files and deliver files under tight timeframes.

### ***Maintenance***

Most of our customers enroll in one of our maintenance and support programs. In each of the past five years, more than 95% of our customers have renewed their maintenance plans. Customers enrolled in the programs enjoy fast, reliable customer support, receive regular software updates, stay up-to-date with support newsletters and have unlimited, around-the-clock access to support resources, including our extensive knowledgebase and forums. Customers who enroll in upgraded maintenance plans receive enhanced benefits such as call support priority and dedicated support resources.

### ***Payment Processing***

Our products provide our customers payment processing capabilities that enable their donors to make donations and purchase goods and services using numerous payment options, including credit card and ACH checking transactions, through secure online transactions. Through our Sphere products, we provide payment processing services in which we collect funds on behalf of our customers for a processing fee. Blackbaud Merchant Services provides credit card processing services to our customers and is integrated into most other Blackbaud solutions. It includes a gateway, processor and a merchant account. Blackbaud Merchant Services offers one rate across all transactions types and all credit cards, which we believe is unique in the payment processing industry.

## **Customers**

We have customers in every principal vertical market within the nonprofit industry. At the end of 2011, we had approximately 26,000 active customers ranging from small, local charities, to healthcare and higher education organizations to the largest national health and human services organizations. No one customer accounted for more than 2% of our 2011 revenue. In addition to our 26,000 active customers, at the end of 2011, we had approximately 10,000 nonprofit organizations that utilize our products and services at no charge.

## **Sales and Marketing**

The majority of our software and related services are sold through direct sales forces. Our direct sales forces are complemented by a team of account development representatives responsible for sales lead generation and qualification. These sales and marketing professionals are located in Charleston, South Carolina; Cambridge, Massachusetts; near Indianapolis, Indiana; and in San Diego, California. We also employ remote sales staff in metropolitan areas throughout the United States, the United Kingdom, Netherlands, Canada, Australia and New Zealand. As of December 31, 2011, we had 233 direct sales employees. We plan to continue expanding our direct sales force in the Americas, Europe, Australia and Asia as our operations grow internationally and market demand continues to recover from the current economic environment.

## [Table of Contents](#)

Each of our three operating units contains sales teams focused on the needs of its different customer segments. The GMBU sales teams focus on emerging and mid-sized accounts in North America. Our ECBU sales teams focus exclusively on large, enterprise-wide accounts. The IBU sales teams focus on all accounts outside of North America. Within each operating unit, the sales force is divided into two main areas of responsibility:

- Selling products and services to existing customers; and
- Acquiring new customers.

Sales representatives for ECBU and IBU sell all of our products and services. In general, GMBU sales representatives handle one product line in a designated geographic area. However, sales representatives for the K-12 independent schools market, small college market and the arts and cultural market sell all of our software products. In addition, we have a group of sales engineers who support both new and existing customers in the various market segments.

We generally begin a customer relationship with the sale of one of our primary products or services, such as The Raiser's Edge, Blackbaud CRM or Sphere eMarketing, and then offer additional products and services to the customer as the organization's needs increase.

We conduct marketing programs to create brand recognition and market awareness for our products and services. Our marketing efforts include participation at tradeshow, technical conferences and technology seminars, publication of technical and educational articles in industry journals and preparation of competitive analyses. Our customers and strategic partners provide references and recommendations that we often feature in our advertising and promotional activities.

We believe relationships with third parties can enhance our sales and marketing efforts. We have and will continue to establish additional relationships with companies that provide services to the nonprofit industry, such as consultants, educators, publishers, financial service providers, complementary technology providers and data providers. These companies promote or complement our nonprofit solutions and provide us access to new customers.

### **Corporate Philanthropy and Volunteerism**

We believe that service to others makes the world a better place and champion this value through our global corporate philanthropy and employee-focused programs. In addition to having employees select grant recipients for our endowment fund, we celebrate individual acts of service through a competitive grant program that honors excellent examples of volunteerism and benefits the organizations they serve.

### **Competition**

The market for software and related services in the nonprofit sector is highly competitive, and the market is highly fragmented. For certain areas of the market, entry barriers are low. However, we believe our experience and product depth makes us a strong competitor. We expect to continue to see new competitors as the market matures and as nonprofit organizations become more aware of the advantages and efficiencies attainable through the use of specialized software. A number of diversified software enterprises have made acquisitions or developed products for the market, including SunGuard, Sage and Campus Management. Other companies that compete with us, such as Microsoft, Salesforce.com and Oracle, have greater marketing resources, revenue and market recognition than we do. They offer some products that are designed specifically for nonprofits, in addition to some of their products which have a degree of functionality for nonprofits that could be considered competitive. These larger companies could decide to focus more on the market with new, directly competitive products or through acquisitions of our current competitors.

## [Table of Contents](#)

We mainly face competition from four sources:

- Software developers offering specialized products designed to address specific needs of nonprofit organizations, some of which are sold with subscription pricing;
- Providers of traditional, less automated fundraising services such as services that support traditional direct mail campaigns, special events fundraising, telemarketing and personal solicitations;
- Custom-developed products created either internally or outsourced to custom service providers; and
- Software developers offering general products not designed to address specific needs of nonprofit organizations.

We compete with several software developers that provide specialized products, such as on-demand software specifically designed for nonprofit use. In addition, we compete with custom-developed solutions created either internally by the nonprofit organization or outside by custom service providers. We believe that we compete successfully, because building efficient, highly functional custom solutions equal to ours requires technical resources that are beyond the capabilities or cost-effectiveness of custom solution providers or that might not be available within the nonprofit organization. In addition, the nonprofit organization's legacy database and software system may not have been designed to support the increasingly complex and advanced needs of today's growing community of nonprofit organizations.

We also compete with providers of traditional, less automated fundraising services, including parties providing services in support of traditional direct mail campaigns, special events fundraising, telemarketing and personal solicitations. Although there are numerous general software developers marketing products that have some application in the nonprofit market, these competitors have generally neglected to focus specifically on this market and typically lack the domain expertise to cost effectively build or implement integrated solutions for the market's needs. We believe we compete successfully against these traditional fundraising services, primarily because our products and services are more automated, more robust and more efficient.

### **Research and Development**

We have made substantial investments in research and development and expect to continue to do so as a part of our strategy to introduce additional products and services. As of December 31, 2011, we had 368 employees working on research and development. Our research and development expenses for the years ending on December 31, 2011, 2010 and 2009 were \$47.7 million, \$45.5 million and \$45.5 million, respectively.

### **Technology and Architecture**

We have products, such as Blackbaud CRM and Blackbaud Direct Marketing, that are built on the Microsoft .Net framework platform. These products are web-delivered applications utilizing a Service Oriented Architecture built on Internet standards and protocols such as HTTP, XML and SOAP. This architecture is designed to support flexible deployment scenarios including both on-premise, as well as hosted by Blackbaud in a cloud-based model. The applications expose web service application programming interfaces so that functionality and business logic can be accessed programmatically from outside the context of an interactive user application. This allows our customers to extend and modify the functionality of our applications without requiring them to make any source code or data modifications themselves. This is important for customers who want to customize our applications by incorporating their own business logic into key areas of the applications. The end result is a robust customization platform through which the application can be modified and extended without requiring source code alteration.

## [Table of Contents](#)

Our version 7.x generation products utilize a three-tier client server architecture built on the Microsoft Component Object Model, or COM. The architecture of both our .Net and COM-based development models ensure our applications are:

- *Flexible.* Our component-based architecture is programmable and easily customized by our customers without requiring modification of the source code, ensuring that the technology can be extended to accommodate changing demands of our clients and the market.
- *Adaptable.* The architecture of our applications allows us to easily add features and functionality or to integrate with third-party applications in order to adapt to our customers' needs or market demands.
- *Scalable.* We combine a scalable architecture with the performance, capacity and load balancing of industry-standard web servers and databases used by our customers to ensure that the applications can scale to the needs of larger organizations.

We have and intend to continue to license technologies from third parties that are integrated into our products. We believe that the loss of any third-party technologies currently integrated into our products would not have a material adverse effect on our business, but this might change in the future.

### **Intellectual Property and Other Proprietary Rights**

To protect our intellectual property, we rely on a combination of patent, trademark, copyright, and trade secret laws in various jurisdictions, as well as employee and third-party nondisclosure agreements and confidentiality procedures. We have a number of registered trademarks, including "Blackbaud," "The Raiser's Edge" and "Blackbaud CRM." We have applied for additional trademarks. We currently have three active patents on our technology.

### **Employees**

As of December 31, 2011, we had 2,256 employees, consisting of 479 in sales and marketing, 368 in research and development, 597 in consulting and professional services, 296 in customer support, 302 in subscriptions and 214 general and administrative personnel. None of our employees are represented by unions or are covered by collective bargaining agreements. We are not involved in any material disputes with any of our employees, and we believe that relations with our employees are satisfactory.

### **Available Information**

Our website address is [www.blackbaud.com](http://www.blackbaud.com). We make available, free of charge through our website, our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and all amendments to those reports as soon as is reasonably practicable after such material is electronically filed with or furnished to the SEC, but other information on our website is not incorporated into this report. The SEC maintains an Internet site that contains these reports at [www.sec.gov](http://www.sec.gov).

## Executive Officers

The following table sets forth information concerning our executive officers as of December 31, 2011:

<u>Name</u>	<u>Age</u>	
Marc E. Chardon	56	President and Chief Executive Officer
Anthony W. Boor	49	Senior Vice President and Chief Financial Officer
Charles T. Cumbaa	59	President, Enterprise Customer Business Unit
Kevin Mooney	53	President, General Markets Business Unit
Brad J. Holman	50	President, International Business Unit
Jana B. Eggers	43	Senior Vice President, Products and Marketing
Charles L. Longfield	55	Senior Vice President, Chief Scientist
John J. Mistretta	56	Senior Vice President of Human Resources
Heidi H. Strenck	42	Senior Vice President, Controller, Assistant Treasurer and Assistant Secretary

*Marc E. Chardon* joined us as President and Chief Executive Officer in November 2005. Previously, Mr. Chardon served as Chief Financial Officer for the \$11 billion Information Worker business group at Microsoft, where he was responsible for the core functions of long-term strategic financial planning and business performance management. He joined Microsoft in August 1998 as General Manager of Microsoft France. During his three-year leadership, the subsidiary remained one of the three most admired companies by French professionals and achieved increased customer satisfaction. Prior to joining Microsoft, Mr. Chardon was General Manager of Digital France. He joined Digital in 1984, and held a variety of international marketing and business roles within the company. In 1994, Mr. Chardon was named Director, Office of the President, with responsibility for Digital's corporate strategy development. Mr. Chardon is an American/French dual national. He is an economics honors graduate from Harvard University.

*Anthony W. Boor* joined us as Senior Vice President and Chief Financial Officer in November 2011. Prior to joining us, he served as an executive with Brightpoint, Inc. beginning in 1999, most recently as its Executive Vice President, Chief Financial Officer and Treasurer. He also served as the interim President of Europe, Middle East and Africa during Brightpoint's significant restructuring of that region. Mr. Boor served as Director of Business Operations for Brightpoint North America from August 1998 to July 1999. Prior to joining Brightpoint, Mr. Boor was employed in various financial positions with Macmillan Computer Publishing, Inc., Day Dream Publishing, Inc., Ernst & Young LLP, Expo New Mexico, KPMG LLP and Ernst & Whinney LLP. He holds a BS in accounting from New Mexico State University.

*Charles T. Cumbaa* has served as our President, Enterprise Customer Business Unit since January 2010. From May 2001 to December 2009, he served as Senior Vice President of Products and Services. Prior to joining us, Mr. Cumbaa was Executive Vice President with Intertech Information Management from December 1998 until October 2000. From 1992 until 1998, he was President and Chief Executive Officer of Cognitech, Inc., a software company he founded. From 1984 to 1992 he was Executive Vice President of Sales and Services at Sales Technologies. Prior to that, he was employed by McKinsey & Company. Mr. Cumbaa holds a BA from Mississippi State University and an MBA from Harvard Business School.

*Kevin Mooney* has served as our President, General Markets Business Unit since January 2010. He joined us in July 2008 as our Senior Vice President of Sales & Marketing and Chief Commercial Officer. Before joining Blackbaud, Mr. Mooney was a senior executive at Travelport GDS from August 2007 to May 2008. As Chief Commercial Officer of Travelport GDS, one of the world's largest providers of information services and transaction processing to the travel industry, Mr. Mooney was responsible for global sales, marketing, training, service and support activities. Prior to that he was Chief Financial Officer for Worldspan from March 2005 until it was acquired by Travelport in August 2007. Mr. Mooney has also held key executive positions in the telecommunications industry and he is a member of the Board of Directors of tw telecom, a publicly traded company. Mr. Mooney graduated from Seton Hall University and holds an MBA in Finance from Georgia State University.



## [Table of Contents](#)

*Brad J. Holman*, President of the International Business Unit, joined us in November 2010. Prior to joining Blackbaud, Mr. Holman served as Partner and Chief Commercial Officer at ATI Business Group, a Jakarta-based company that provides outsourcing and technical services to the aviation and travel sectors, from February 2010 to October 2010. Prior to that, from June 2006 to February 2010, Mr. Holman served as President of Travelport's Asia Pacific operations, which provides information services and transaction processing to the travel industry. From July 2001 to May 2006, Mr. Holman held various senior management roles at Travelport, including Senior Vice President of airline services in Asia Pacific and Managing Director of operations in Europe, Middle East and Africa. Mr. Holman holds a BC from University of Western Australia.

*Jana B. Eggers*, our Senior Vice President of Products and Marketing, joined us in November 2010. Prior to joining Blackbaud, Ms. Eggers served as Chief Executive Officer of Germany-based Spreadshirt from October 2006 to November 2010. Prior to that, Ms. Eggers served as Director for Intuit from April 2002 to October 2006, where she founded and led the company's corporate Innovation Lab, which researched and designed new offerings. From March 2003 to October 2006, Ms. Eggers also served as General Manager for Intuit's QuickBase business, serving the Fortune 100, where it became Intuit's fastest-growing business unit. Ms. Eggers has also held executive and technology leadership positions at internationalization firm Basis Technology, American Airline's Sabre, Los Alamos National Laboratory and several acquired start-ups. Ms. Eggers holds a BS in Mathematics and Computer Science from Hendrix College.

*Charles L. Longfield* has served as our Senior Vice President, Chief Scientist since January 2010. He joined us in January 2007 as our Chief Scientist as part of our acquisition of the Target Companies, both of which he founded and then led as Chief Executive Officer since the early 1990s. Mr. Longfield has extensive experience designing and implementing national as well as international constituency databases that address the fundraising information needs at many of the world's largest nonprofit organizations. Mr. Longfield holds a BA in Mathematics and a M.Ed. from Harvard University and has over 30 years of experience helping nonprofits automate their fundraising operations.

*John J. Mistretta*, our Senior Vice President of Human Resources, joined us in August 2005. Prior to joining us, Mr. Mistretta was an Executive Vice President of Human Resources and Alternative Businesses at National Commerce Financial Corporation from 1998 to 2005. Earlier in his career, Mr. Mistretta held various senior Human Resources positions over a thirteen year period at Citicorp. Mr. Mistretta holds a Master's of Science in Counseling and a BA in Psychology from the State University of New York at Oswego.

*Heidi H. Strenck* has served as our Senior Vice President and Controller since January 2007. From October 2002 until January 2007, Ms. Strenck served as our Vice President and Controller. Ms. Strenck joined us in September 1996 and held key management roles as Accounting Manager from 1996 until 1997 and as Controller until 2002. Prior to joining us, she served as a Senior Associate with Coopers & Lybrand and as Internal Auditor for The Raymond Corporation. Ms. Strenck holds a BA from Hartwick College.

### **Item 1A. RISK FACTORS**

Our business operations face a number of risks. These risks should be read and considered with other information provided in this report.

#### **Risks Related to the Proposed Acquisition of Convio**

***The proposed acquisition of Convio might not be completed within the expected timeframe, or at all, and the failure to complete such acquisition could adversely affect our stock price and our future business and financial results.***

On January 16, 2012, we entered into an Agreement and Plan of Merger with Convio. The Agreement is an executory contract subject to numerous closing conditions beyond our control including, but not limited to, approval by the United States Federal Trade Commission and Department of Justice, whose review of the transaction has required us to extend our tender offer and delay closing. There is no guarantee that these

## [Table of Contents](#)

conditions will be satisfied in a timely manner or at all. If any of the conditions to our proposed acquisition of Convio are not satisfied (or waived by Convio), we may not complete the proposed acquisition or realize the anticipated benefits thereof. Disputes regarding interpretations of the Agreement could also delay or prevent the closing. In addition, the market price of our common stock may reflect various market assumptions as to whether and when the proposed acquisition will occur. Consequently, the failure to complete the proposed acquisition within the expected timeframe, or at all, could result in a significant change in the market price of our common stock.

### ***The announcement and pendency of the proposed acquisition might cause disruptions in our business, which could have an adverse effect on our business, financial condition or results of operations following completion of the acquisition.***

The announcement and pendency of the proposed acquisition could cause disruptions in our business and/or the business of Convio. Specifically:

- Current and prospective employees might experience uncertainty about their future roles, which might adversely affect our ability to retain key Blackbaud and Convio personnel and attract new personnel;
- Current and prospective customers might experience uncertainty about our ability to meet their needs, which might cause customers to seek other suppliers for the products and services; and
- Management's attention might be focused on the proposed acquisition, which would divert management's attention from the core business and other opportunities that could have been beneficial to our stockholders.

This could have an adverse effect on the business, financial condition or results of operations of Blackbaud and/or Convio prior to the completion of the proposed acquisition and on us following the completion of the proposed acquisition. These disruptions could be exacerbated by further delay in the completion of the proposed acquisition.

### ***Convio might have liabilities that are not known, probable or estimable at this time.***

As a result of the acquisition, Convio will become our subsidiary, and we will effectively assume all of its liabilities, whether or not asserted. There could be unasserted claims or assessments that we failed or were unable to discover or identify in the course of performing due diligence investigations of Convio. In addition, there might be liabilities that are neither probable nor estimable at this time which become probable and estimable in the future. Any such liabilities, individually or in the aggregate, could have a material adverse effect on our business. We might learn additional information about Convio that adversely affects us, such as unknown, unasserted or contingent liabilities and issues relating to compliance with applicable laws.

### ***The proposed acquisition might not be accretive and might cause dilution to the combined company's earnings per share, which could negatively impact the price of our common stock following the completion of the proposed acquisition.***

We currently anticipate that the proposed acquisition will be accretive to the non-GAAP earnings per share ("EPS") of the combined company during the first full calendar year after the acquisition is completed. This expectation is based on preliminary estimates of certain synergies expected to be realized by the combined company during such time, including the elimination of Convio's expenses related to operating as a publicly traded company and excluding the impact of merger-related expenses. Such estimates and assumptions could materially change due to the failure to realize any or all of the benefits expected in the acquisition or other factors beyond our control or the control of Convio. All of these factors could delay, decrease or eliminate the expected accretive effect of the acquisition and cause resulting dilution to our non-GAAP EPS or to the price of our common stock.

***We significantly increased our leverage in connection with the financing of the proposed acquisition of Convio.***

We amended and restated our credit agreement in February 2012 to increase our borrowing capacity to \$325.0 million. We expect to incur a substantial amount of indebtedness in connection with our acquisition of Convio. As a result of this indebtedness, our interest payment obligations will increase. The degree to which we are leveraged could have adverse effects on our business, including the following:

- Making it difficult for us to satisfy our obligations under our credit facility and contractual and commercial commitments;
- Requiring us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, dividends and other general corporate purposes;
- Limiting our flexibility in planning for, or reacting to, changes in our business and the industries in which we operate;
- Restricting us from making additional strategic acquisitions or exploiting business opportunities;
- Placing us at a competitive disadvantage compared to our competitors that have less debt;
- Limiting our ability to borrow additional funds; and
- Decreasing our ability to compete effectively or operate successfully under adverse economic and industry conditions.

If we incur additional debt, these risks will intensify. Our ability to meet our debt service obligations will depend upon our future performance, which will be subject to the financial, business and other factors affecting our operations, many of which are beyond our control.

***We might experience difficulties in integrating Convio's business and realizing the expected benefits of the proposed acquisition.***

Our ability to achieve the benefits we anticipate from the proposed acquisition will depend in large part on whether we are able to integrate Convio's business into our business in an efficient and effective manner. We might not be able to integrate Convio's business smoothly or successfully, and the process might take longer than expected. The integration of operations and the differences in operational culture following the proposed acquisition will require the dedication of significant management resources, which might distract management's attention from day-to-day business operations. If we are unable to successfully integrate the operations of Convio's business into our business, we will not realize the revenue growth, synergies and other anticipated benefits we expect to achieve as a result of the proposed acquisition and our business and results of operations could be adversely affected.

**Risks Related to Our Business Currently**

***General economic factors, both domestically and internationally, might adversely affect our financial performance.***

General economic conditions, globally or in one or more of the markets we serve, might adversely affect our financial performance. Weakness in the financial and housing markets, inflation, higher levels of unemployment, unavailability of consumer credit, higher consumer debt levels, volatility in credit, equity and foreign exchange markets, higher tax rates and other changes in tax laws, overall economic slowdown and other economic factors could adversely affect donations to non-profits, reducing their revenue and therefore possibly their demand for the products and services we sell and lengthen our sales and payment cycles. Higher interest rates, inflation, higher costs of labor, insurance and healthcare, higher tax rates and other changes in tax laws, changes in other laws and regulations and other economic factors in the United States could increase our cost of sales and

## [Table of Contents](#)

operating, selling, general and administrative expenses, and otherwise adversely affect our operations and operating results. These factors affect not only our operations, but also the operations of suppliers from whom we purchase or license products and services, a factor that could result in an increase in the cost to us of our products and services, reducing our margins.

***A substantial portion of our revenue is currently derived from The Raiser's Edge and Blackbaud CRM, and a decline in sales or renewals of these or similar products and related services could harm our business.***

We derive a substantial portion of our revenue from the sale of The Raiser's Edge and Blackbaud CRM, and other products that help customers manage constituent relationships and related services, and revenue from these products and related services is expected to continue to account for a substantial portion of our total revenue for the foreseeable future. For example, revenue from the sale of The Raiser's Edge and related services represented approximately 35%, 38% and 38% of our total revenue in 2011, 2010 and 2009, respectively. Revenue from the sale of Blackbaud CRM and related services represented approximately 9%, 6% and 4%, of our total revenue in 2011, 2010 and 2009, respectively. Because we sell licenses to our products on a perpetual basis and deliver new versions and enhancements to customers who purchase annual maintenance and support, our future license, services and maintenance revenue are substantially dependent on sales to new customers. In addition, we frequently sell The Raiser's Edge or similar products to new customers and then attempt to generate incremental revenue from the sale of additional products and services. If demand for The Raiser's Edge, Blackbaud CRM or similar products declines significantly, our business would suffer.

***We encounter lengthy sales cycles which could have an adverse effect on the amount, timing and predictability of our revenue and sales.***

Potential customers, particularly our larger enterprise-wide clients, generally commit significant resources to an evaluation of available software and require us to expend substantial time, effort and money educating them as to the value of our software and services. Sales of our software products to these larger customers often require an extensive education and marketing effort. We could expend significant funds and management resources during the sales cycle and ultimately fail to close the sale. Historically, our software product sales cycle averages approximately two months for sales to existing customers and from six to nine months for sales to new customers and large enterprise-wide sales. Recently, we have experienced longer sales cycle times, delays and postponements of purchasing decisions by our current and prospective customers as a result of challenges posed upon nonprofit organizations by the weak economic environment. Our sales cycle for all of our products and services is subject to significant risks and delays over which we have little or no control, including:

- Our customers' budgetary constraints;
- The timing of our clients' budget cycles and approval processes;
- The impact of the macroeconomic environment on our customers;
- Our clients' willingness to replace their current methods or software solutions;
- Our need to educate potential customers about the uses and benefits of our products and services; and
- The timing and expiration of our clients' current license agreements or outsourcing agreements for similar services.

If we are unsuccessful in closing sales after expending significant funds and management resources or if we experience delays as discussed above, it could have a material adverse effect on the amount, timing and predictability of our revenue.

***We encounter long and complex implementation cycles, particularly for our largest customers, which could have an adverse effect on our profitability and the timing and predictability of our revenue.***

The implementation of our products and services, particularly in our large CRM engagements, frequently involves complex configuration, business process reengineering and system interfaces and can extend for a year

## [Table of Contents](#)

or more. Our Blackbaud CRM product offering is relatively new, and we may not have historical experience with unanticipated implementation challenges or complexities that could arise in these engagements. Further, these projects typically are heavily dependent on customer participation, communication and timely responsiveness throughout the implementation cycle. As the complexity of these engagements increase, our revenues and profitability could suffer from delays in project completion and having to perform unplanned incremental services at rates substantially below our normal hourly rates or make investments in the form of non-billable service hours. If we are unsuccessful in implementing our products or if we experience delays, it could have a material adverse effect on our profitability and the timing and predictability of our revenue.

***If our customers do not renew their annual maintenance and support agreements or subscriptions for our products or if they do not renew them on terms that are favorable to us, our business might suffer.***

Most of our maintenance agreements and subscriptions are for a one year term. As the end of the annual period approaches, we pursue the renewal of the agreement with the customer. Historically, maintenance and subscriptions renewals have represented a significant portion of our total revenue. Because of this characteristic of our business, if our customers choose not to renew their maintenance and support agreements or subscriptions with us on beneficial terms, our business, operating results and financial condition could be harmed. Our customers' renewal rates may decline or fluctuate as a result of a number of factors, including their level of satisfaction with our services and their ability to continue their operations and spending levels.

***We might not generate increased business from our current customers, which could limit our revenue in the future.***

Our business model is highly dependent on the success of our efforts to sell additional products and services to our existing customers. Many of our customers initially make a purchase of only one or a limited number of our products or only for a single department within their organization. These customers might choose not to expand their use of or make additional purchases of our products and services. If we fail to generate additional business from our current customers, our revenue could grow at a slower rate or even decrease. In addition, as we deploy new applications and features for our existing products or introduce new products and services, our current customers could choose not to purchase these new offerings.

***The offering of our products on a subscription basis is evolving and demand by our customers for these offerings is increasing. Our failure to manage this evolution and demand could lead to lower than expected revenues and profits.***

In recent years, much of our revenue growth was derived from increased subscription offerings, including SaaS. This business model depends heavily on achieving economies of scale because the initial upfront investment is costly and the associated revenue is recognized on a ratable basis. If we fail to achieve appropriate economies of scale or if we fail to manage or anticipate the evolution and demand for the subscription software pricing models, then our business and operating results could be adversely affected. The additional investments required to meet customer demand will increase our cost base, which will make it more difficult for us to offset any future revenue shortfalls by reducing expenses in the short term.

***Defects, delays or interruptions in our SaaS and hosting services could diminish demand for these services and subject us to substantial liability.***

We currently utilize data center hosting facilities to provide SaaS and hosting services to our customers. Any damage to, or failure of, our data center systems generally could result in interruptions in service to our customers, notwithstanding any disaster recovery arrangements that may currently be in place at these facilities. Because our SaaS, Internet-based and hosting service offerings are complex, and we have incorporated a variety of new computer hardware and software at the data centers, our services might have errors or defects that users identify after they begin using our services. This could result in unanticipated downtime for our customers and harm our reputation and our business. Internet-based services frequently contain undetected errors when first

## [Table of Contents](#)

introduced or when new versions or enhancements are released. We have from time to time found defects in our Internet-based services and new errors might again be detected in the future. In addition, our customers might use our Internet-based offerings in unanticipated ways that cause a disruption in service for other customers attempting to access their data.

Because our customers use these services for important aspects of their business, any defects, delays or disruptions in service or other performance problems with our services could hurt our reputation and damage our customers' businesses. If that occurs, customers could elect to cancel their service, or delay or withhold payment to us, we could lose future sales or customers might make claims against us, which could result in an increase in our provision for doubtful accounts, an increase in collection cycles for accounts receivable or the expense and risk of litigation. Any of these could harm our business and our reputation.

***The market for software and services for nonprofit organizations might not grow and nonprofit organizations might not continue to adopt our products and services.***

Many nonprofit organizations have not traditionally used integrated and comprehensive software and services for their nonprofit-specific needs. We cannot be certain that the market for such products and services will continue to develop and grow or that nonprofit organizations will elect to adopt our products and services rather than continue to use traditional, less automated methods, attempt to develop software internally, rely upon legacy software systems, or use generalized software solutions not specifically designed for the nonprofit market. Nonprofit organizations that have already invested substantial resources in other fundraising methods or other non-integrated software solutions might be reluctant to adopt our products and services to supplement or replace their existing systems or methods. In addition, the implementation of one or more of our core software products can involve significant time and capital commitments by our customers, which they may be unwilling or unable to make. If demand for and market acceptance of our products and services does not increase, we might not grow our business as we expect.

***Because a significant portion of our revenue is recognized ratably over the terms of the contract, downturns in sales may not be immediately reflected in our revenue.***

We recognize our maintenance and subscriptions revenue monthly over the term of the customer agreement. The term of the customer agreement is typically 12 months, although it can extend up to five years. As a result, much of the revenue we report in each quarter is attributable to agreements entered into during previous quarters. Consequently, a decline in sales to new customers, renewals by existing customers or market acceptance of our products in any one quarter will not necessarily be fully reflected in the revenues in that quarter and will negatively affect our revenues and profitability in future quarters.

***If the security of our software is breached, we fail to securely collect, store and transmit customer information, or we fail to safeguard confidential donor data our products and services might be perceived as not being secure and our reputation and business could suffer.***

Fundamental to the use of our products is the secure collection, storage and transmission of confidential donor and end user information. Although we have commercially available network and application security, internal control measures, and physical security procedures to safeguard our systems, there can be no assurance that a security breach, intrusion, loss or theft of personal information will not occur, which may harm our business, customer reputation and future financial results and may require us to expend significant resources to address these problems, including notification under data privacy regulations.

A compromise of our software or other problems that results in customer or donor personal information being obtained by unauthorized persons could adversely affect our reputation with our customers and others, as well as our operations, results of operations, financial condition and liquidity and could result in litigation against us or the imposition of penalties. In addition, a security breach could require that we expend significant additional

## [Table of Contents](#)

resources related to our information security systems and could result in a disruption of our operations, particularly our online sales operations. The existence of vulnerabilities, even if they do not result in a security breach, may harm customer confidence and require substantial resources to address, and we may not be able to discover or remedy such security vulnerabilities before they are exploited. Also, computers, including those that use our software, are vulnerable to computer viruses, physical or electronic break-ins and similar disruptions, which could lead to interruptions, delays or loss of data. We might be required to expend significant capital and other resources to protect further against security breaches or to rectify problems caused by any security breach.

### ***Privacy and security concerns, including evolving government regulation in the area of consumer data privacy, could adversely affect our business and operating results.***

The effectiveness of our software products relies on our customers' storage and use of data concerning their customers, including financial, personally identifying and other sensitive data. Our customers' collection and use of this data for donor profiling might raise privacy and security concerns and negatively impact the demand for our products and services. For example, our custom modeling and analytical services, including ProspectPoint, WealthPoint and donorCentrics, rely heavily on securing and making use of data we gather from various sources and privacy laws could jeopardize our ability to market and profit from those services. If a breach of customer data security were to occur, our products may be perceived as less desirable, which would negatively affect our business and operating results.

Governments in some jurisdictions have enacted or are considering enacting consumer data privacy legislation, including laws and regulations applying to the solicitation, collection, processing and use of consumer data. This legislation could reduce the demand for our software products if we fail to design or enhance our products to enable our customers to comply with the privacy and security measures required by the legislation. Moreover, we may be exposed to liability under existing or new consumer data privacy legislation. For example, we might be subject to the privacy provisions of the Health Insurance Portability and Accountability Act of 1996, or HIPAA, and the Gramm-Leach-Bliley Act and related regulations. Even technical violations of these laws can result in penalties that are assessed for each non-compliant transaction. As part of the American Recovery and Reinvestment Act of 2009, Congress passed the Health Information Technology for Economic and Clinical Health Act, or HI-TECH Act. The HI-TECH Act expands the reach of data privacy and security requirements of HIPAA to service providers. HIPAA and associated United States Department of Health and Human Services regulations permit our customers in the healthcare industry to use certain demographic protected health information (such as name, email or physical address and dates of service) for fundraising purposes and to disclose that subset of protected health information to their service providers for fundraising. We may be included in this service provider group under the revised HIPAA regulations by virtue of our service provider relationship with our customers in the healthcare industry. In general, we are seeking to prohibit contractually our healthcare industry customers from uploading other types of health information of their clients into our systems because HIPAA does not permit this information to be used for fundraising without certain permissions, but we believe monitoring our healthcare customers' compliance with such prohibitions is not legally required of service providers and would be cost prohibitive. The law and regulations under HI-TECH are new and still subject to change or interpretation by legal authorities who could cause additional compliance burdens. If we or our customers were found to be subject to and in violation of any of these laws or other data privacy laws or regulations, our business would suffer and we and/or our customers would likely have to change our business practices. In addition, these laws and regulations could impose significant costs on us and our customers and make it more difficult for donors to make online donations.

### ***If we are unable, or customers believe we are unable, to detect and prevent unauthorized use of credit cards and safeguard confidential donor data, we could be subject to financial liability, our reputation could be harmed and customers may be reluctant to use our products and services.***

Advances in computer capabilities, new discoveries in the field of cryptography or other events or developments could result in a compromise or breach of the technology we use to protect sensitive transaction data. If any such compromise of our security, or the security of our customers, were to occur, it could result in misappropriation of

## [Table of Contents](#)

proprietary information or interruptions in operations and have an adverse impact on our reputation or the reputation of our customers. All of our products are currently certified as Payment Application Data Security Standard compliant. Currently some of our products are not fully compliant with Payment Card Industry Data Security Standard, or PCI DSS. This or other factors could make customers believe we are unable to detect and prevent unauthorized use of credit cards or confidential donor data, which could harm our business. Additionally, these factors could make issuing banks believe the transactions of our customers are compromised and refuse to process those transactions, which could harm the reputation of our products and our business.

Conforming our products and services to PCI DSS is expensive and time-consuming. Our failure to maintain compliance with PCI DSS could make customers believe we are unable to detect and prevent unauthorized use of credit cards and bank account numbers or protect confidential donor data and our reputation and business might be harmed.

***Our subscriptions and services revenue produces substantially lower gross margins than our license revenue, and changes in the relative mix of these and other sources of revenue could negatively affect our overall gross margins.***

Our subscriptions revenue, which includes fees for providing access to hosted applications, application hosting services and access to certain data services and our online subscription training offerings, has experienced the largest percentage revenue growth over the last three years. Subscriptions revenue was approximately 28%, 26% and 24% of our revenue for 2011, 2010 and 2009, respectively. Our subscriptions revenue has substantially lower gross margins than our product license revenue. For the years ended December 31, 2011, 2010 and 2009, our subscriptions margin was 59%, 63% and 61%. A continued increase in the percentage of total revenue represented by subscriptions revenue could adversely affect our overall gross margins and operating results if we are unable to achieve economies of scale in our subscription based offerings. Additionally, if nonprofits in general, and specifically our customers and prospects, desire to adopt our subscription offerings much more rapidly than we currently anticipate and we are unable to respond in a timely fashion, we could encounter significant effects to our business, including substantial capital expenditures, reduction in profitability, decrease in revenue growth and/or we could become potentially less competitive, resulting in a loss of market share.

Our services revenue, which includes fees for consulting, implementation, training, data and technical services and analytics, was approximately 29%, 27% and 28% of our revenue for 2011, 2010 and 2009, respectively. Our services revenue has substantially lower gross margins than our product license revenue. For the years ended December 31, 2011, 2010 and 2009, our services margin was 27%, 24% and 29%, respectively. An increase in the percentage of total revenue represented by services revenue without an improvement in services margin could adversely affect our operating results.

Certain of our services are contracted under fixed fee arrangements, which we base on estimates. If our estimated fees are less than our actual costs, our operating results would be adversely affected. Services revenue as a percentage of total revenue has varied significantly from quarter to quarter due to fluctuations in licensing revenue, economic changes, changes in the average selling prices for our products and services, our customers' acceptance of our products and our sales force execution. In addition, the volume and profitability of services can depend in large part upon:

- Competitive pricing pressure on the rates that we can charge for our services;
- The complexity of the customers' information technology environment and the existence of multiple non-integrated legacy databases;
- The resources directed by customers to their implementation projects; and
- The extent to which outside consulting organizations provide services directly to customers.

A decrease in the demand for services could adversely affect our profitability and operating results.



## [Table of Contents](#)

***Our quarterly financial results fluctuate and might be difficult to forecast and, if our future results are below either any guidance we might issue or the expectations of public market analysts and investors, the price of our common stock might decline.***

Our quarterly revenue and results of operations are difficult to forecast. We have experienced, and expect to continue to experience, fluctuations in revenue and operating results from quarter to quarter. As a result, we believe that quarter-to-quarter comparisons of our revenue and operating results are not necessarily meaningful and that such comparisons might not be accurate indicators of future performance. The reasons for these fluctuations include but are not limited to:

- The size and timing of sales of our software, including the relatively long sales cycles associated with many of our larger software sales;
- Budget and spending decisions by our customers;
- The degree of judgment required to estimate large consulting service engagements;
- Scheduling considerations by our customers as they impact the delivery of purchased services;
- Utilization of our professional services personnel;
- Market acceptance of new products we release;
- Market acceptance of products we acquire;
- The amount and timing of operating costs related to the expansion of our business, operations and infrastructure;
- Changes in our pricing policies or our competitors' pricing policies;
- Seasonality in our revenue;
- General economic conditions; and
- Costs related to acquisitions of technologies or businesses.

Our operating expenses, which include sales and marketing, research and development and general and administrative expenses, are based on our expectations of future revenue and are, to a large extent, fixed in the short term. If revenue falls below our expectations in a quarter and we are not able to quickly reduce our operating expenses in response, our operating results for that quarter could be adversely affected. It is possible that in some future quarter our operating results may be below either any guidance we might issue or the expectations of public market analysts and investors and, as a result, the price of our common stock might fall.

***Our failure to compete successfully could cause our revenue or market share to decline.***

Our market is fragmented, highly competitive and rapidly evolving and there are limited barriers to entry for some aspects of this market. We mainly face competition from four sources:

- Software developers offering specialized products designed to address specific needs of nonprofit organizations, some of which are sold with subscription pricing;
- Providers of traditional, less automated fundraising services such as services that support traditional direct mail campaigns, special events fundraising, telemarketing and personal solicitations;
- Custom-developed products created either internally or outsourced to custom service providers; and
- Software developers offering general products not designed to address specific needs of nonprofit organizations.

## [Table of Contents](#)

The companies we compete with and other potential competitors may have greater financial, technical and marketing resources and generate greater revenue and better name recognition than we do. Companies such as Microsoft, Salesforce.com and Oracle offer some products that are designed specifically for nonprofit organizations, in addition to some of their products which have a degree of functionality for nonprofit organizations that could be considered competitive. Also, if one or more of our competitors or potential competitors were to merge or partner with one of our competitors, the change in the competitive landscape could adversely affect our ability to compete effectively. For example, a large diversified software enterprise, such as Microsoft, Oracle or Salesforce.com, could decide to enter the market directly, including through acquisitions. Competitive pressures can adversely impact our business by limiting the prices we can charge our customers and making the adoption and renewal of our solutions more difficult.

Our competitors might also establish or strengthen cooperative relationships with resellers and third-party consulting firms or other parties with whom we have had relationships, thereby limiting our ability to promote our products. These competitive pressures could cause our revenue and market share to decline.

### ***If we fail to respond to technological changes to be competitive, our business could suffer.***

The software industry is characterized by technological change, evolving industry standards in hardware and software technology, changes in customer requirements and frequent new product introductions and enhancements. The introduction of products encompassing new technologies can render existing products obsolete and unmarketable. As a result, our future success will depend, in part, upon our ability to continue to enhance existing products and develop and introduce in a timely manner or acquire new products that keep pace with technological developments, satisfy increasingly sophisticated customer requirements and achieve market acceptance. There is no assurance that we will successfully identify new product opportunities and develop and bring new products to market in a timely and cost-effective manner. Further, there can be no assurance that the products, capabilities or technologies developed by others will not render our products or technologies obsolete or noncompetitive. In addition, because our service is designed to operate on a variety of network hardware and software platforms using a standard browser, we will need to continuously modify and enhance our service to keep pace with changes in Internet-related hardware, software, communication, browser and database technologies. We have made and continue to make significant working capital investments in accordance with evolving industry and customer requirements. These concentrations of working capital increase our risk of loss due to product or technology obsolescence. If we are unable to develop or acquire on a timely and cost-effective basis new software products or enhancements to existing products or if such new products or enhancements do not achieve market acceptance, our business, results of operations and financial condition may be materially adversely affected.

### ***Because competition for highly qualified personnel is intense, we might not be able to attract and retain the employees we need to support our planned growth.***

To execute our continuing growth plans, we need to increase the size and maintain the quality of our sales force, software development staff and our professional services organization. To meet our objectives successfully, we must attract and retain highly qualified personnel with specialized skill sets focused on the nonprofit industry. Competition for qualified personnel can be intense, and we might not be successful in attracting and retaining them. The pool of qualified personnel with experience working with or selling to nonprofit organizations is limited overall and specifically in Charleston, South Carolina, where our principal office is located. Our ability to maintain and expand our sales, product development and professional services teams will depend on our ability to recruit, train and retain top quality people with advanced skills who understand sales to, and the specific needs of, nonprofit organizations. For these reasons, we have from time to time in the past experienced, and we expect to continue to experience in the future, difficulty in hiring and retaining highly skilled employees with appropriate qualifications for our business. In addition, it takes time for our new sales and services personnel to become productive, particularly with respect to obtaining and supporting major customer accounts. In particular, we plan to continue to increase the number of services personnel to attempt to meet the needs of our customers and potential new customers. In addition to hiring services personnel to meet our needs, we might also engage additional third-party consultants as contractors, which could have a negative impact on our earnings. If we are

## [Table of Contents](#)

unable to hire or retain qualified personnel, or if newly hired personnel fail to develop the necessary skills or reach productivity slower than anticipated, it would be more difficult for us to sell our products and services, we could experience a shortfall in revenue or earnings and not achieve our planned growth.

Further, in the past, we have used equity incentive programs as part of our overall employee compensation arrangements to both attract and retain personnel. A decline in our stock price could negatively impact the value of these equity incentive and related compensation programs as retention and recruiting tools. We may need to create new or additional equity incentive programs and/or compensation packages to remain competitive, which could be dilutive to our existing stockholders and/or adversely affect our results of operations.

### ***If we do not successfully address the risks inherent in the expansion of our international operations, our business could suffer.***

We currently have operations in Canada, United Kingdom, Netherlands, Australia and Asia, and we intend to expand further into international markets. We have limited experience in international operations and might not be able to compete effectively in international markets. Our international offices generated revenues of approximately \$53.6 million, \$44.1 million and \$39.8 million for the years ended December 31, 2011, 2010 and 2009, respectively. Accordingly, international revenue increased 21.5% and 10.8% in 2011 and 2010, respectively. Expansion of our international operations will require a significant amount of attention from our management and substantial financial resources and might require us to add qualified management in these markets. Our direct sales model requires us to attract, retain and manage qualified sales personnel capable of selling into markets outside the United States. In some cases, our costs of sales might increase if our customers require us to sell through local distributors.

If we are unable to grow our international operations in a cost effective and timely manner, our business and operating results could be harmed. Doing business internationally involves additional risks that could harm our operating results, including:

- Difficulties associated with and costs of staffing and managing international operations;
- Differing technology standards;
- Difficulties in collecting accounts receivable and longer collection periods;
- Political and economic instability;
- Imposition of currency exchange controls;
- Potentially adverse tax consequences;
- Reduced protection for intellectual property rights in certain countries;
- Dependence on local vendors;
- Protectionist laws and business practices that favor local competition;
- Compliance with multiple conflicting and changing governmental laws and regulations;
- Seasonal reductions in business activity specific to certain markets;
- Longer sales cycles;
- Restrictions on repatriation of earnings or new taxation thereon;
- Differing labor regulations;
- Restrictive privacy regulations in different countries, particularly in the European Union;
- Restrictions on the export of technologies such as data security and encryption;

## [Table of Contents](#)

- Compliance with U.S. laws such as the Foreign Corrupt Practices Act, and local laws prohibiting corrupt payments to government officials; and
- Import and export restrictions and tariffs.

We expect that an increasing portion of our international software license, consulting services and maintenance services revenues will be denominated in foreign currencies, subjecting us to fluctuations in foreign currency exchange rates. If we expand our international operations, exposures to gains and losses on foreign currency transactions may increase.

### ***If our products fail to perform properly due to undetected errors or similar problems, our business could suffer.***

Complex software such as ours often contains undetected errors or bugs. Such errors are frequently found after introduction of new software or enhancements to existing software. We continually introduce or acquire the rights to new products and release new versions of our products. If we detect any errors before we ship a product, we might have to delay product shipment for an extended period of time while we address the problem. We might not discover software errors that affect our new or current products or enhancements until after they are deployed, and we may need to provide enhancements to correct such errors. Therefore, it is possible that, despite testing by us, errors may occur in our software. These errors could result in:

- Harm to our reputation;
- Lost sales;
- Delays in commercial release;
- Product liability claims;
- Delays in or loss of market acceptance of our products;
- License terminations or renegotiations; and
- Unexpected expenses and diversion of resources to remedy errors.

Furthermore, our customers may use our software together with products from other companies. As a result, when problems occur, it might be difficult to identify the source of the problem. Even when our software does not cause these problems, the existence of these errors might cause us to incur significant costs, divert the attention of our technical personnel from our product development efforts, impact our reputation and cause significant customer relations problems.

### ***Our failure to obtain licenses for third-party technologies could harm our business.***

We expect to continue licensing technologies from third parties, including applications used in our research and development activities, technologies which are integrated into our products and products that we resell. Although we believe that the loss of any third-party technologies currently integrated into our products would not have a material adverse effect on our business, this might change in the future. Our inability in the future to obtain any third-party licenses on commercially reasonable terms, or at all, could delay future product development until equivalent technology can be identified, licensed or developed and integrated. This inability in turn would harm our business and operating results. Our use of third-party technologies exposes us to increased risks including, but not limited to, risks associated with the integration of new technology into our products, the diversion of our resources from development of our own proprietary technology and our inability to generate revenue from licensed technology sufficient to offset associated acquisition and maintenance costs.

## [Table of Contents](#)

### ***We rely upon trademark, copyright, patent and trade secret laws to protect our proprietary rights, which might not provide us with adequate protection.***

Our success and ability to compete depends to a significant degree upon the protection of our software and other proprietary technology rights. We might not be successful in protecting our proprietary technology and our proprietary rights might not provide us with a meaningful competitive advantage. To protect our core proprietary technology, we rely on a combination of patent, trademark, copyright and trade secret laws, as well as nondisclosure agreements, each of which affords only limited protection. We have no patent protection for The Raiser's Edge, which is one of our core products and responsible for a significant portion of our revenue. Any inability to protect our intellectual property rights could seriously harm our business, operating results and financial condition. It is possible that:

- Any patents issued to us may not be timely or broad enough to protect our proprietary rights;
- Any issued patent could be successfully challenged by one or more third parties, which could result in our loss of the right to prevent others from exploiting the inventions claimed in those patents; and
- Current and future competitors may independently develop similar technologies, duplicate our products or design around any of our patents.

In addition, the laws of some foreign countries do not protect our proprietary rights in our products to the same extent as do the laws of the United States. Despite the measures taken by us, it may be possible for a third party to copy or otherwise obtain and use our proprietary technology and information without authorization. Policing unauthorized use of our products is difficult, and litigation could become necessary in the future to enforce our intellectual property rights. Any litigation could be time consuming and expensive to prosecute or resolve, and could result in substantial diversion of management attention and resources, and materially harm our business, financial condition and results of operations.

### ***Restrictions in our revolving credit facility may limit our activities, including dividend payments, share repurchases and acquisitions.***

At December 31, 2011, we had no borrowings under our credit facility with Wells Fargo Bank, N.A. dated June 17, 2011. On February 9, 2012, we amended and restated this credit facility with a syndicate of financial institutions, and JPMorgan Chase Bank, N.A., as administrative agent. At February 29, 2012, we had no borrowings under the revolving credit facility, but we expect to draw a significant portion of the facility to close the Convio acquisition. The credit facility contains restrictions, including covenants limiting our ability to incur additional debt, grant liens, make acquisitions and other investments, prepay specified debt, consolidate, merge or acquire other businesses, sell assets, pay dividends and other distributions, repurchase stock and enter into transactions with affiliates. There can be no assurance that we will be able to remain in compliance with the covenants to which we are subject in the future and, if we fail to do so, that we will be able to obtain waivers from our lenders or amend the covenants.

In the event of a default under our credit facility, we could be required to immediately repay all outstanding borrowings, which we might not be able to do. In addition, certain of our material domestic subsidiaries will be required to guarantee amounts borrowed under the credit facility, and we have pledged the shares of certain of our subsidiaries as collateral for our obligations under the credit facility. Any such default could have a material adverse effect on our ability to operate, including allowing lenders under the credit facility to enforce guarantees of our subsidiaries, if any, or exercise their rights with respect to the shares pledged as collateral.

### ***We have recorded a significant deferred tax asset, and we might never realize the full value of our deferred tax asset, which would result in a charge against our earnings.***

In connection with the initial acquisition of our common stock as part of our recapitalization in 1999, we recorded approximately \$107.0 million as a deferred tax asset. Our deferred tax asset balance of \$30.9 million, of which \$20.9 million relates to our 1999 recapitalization, was approximately 8% of our total assets as of December 31, 2011.

## [Table of Contents](#)

Realization of our deferred tax asset is dependent upon our generating sufficient taxable income in future years to realize the tax benefit from that asset. Deferred tax assets are reviewed at least annually for realizability. A charge against our earnings would result if, based on the available evidence, it is more likely than not that some portion of the deferred tax asset will not be realized. This could be caused by, among other things, deterioration in performance, loss of key contracts, adverse market conditions, adverse changes in applicable laws or regulations, including changes that restrict the activities of or affect the products sold by our business and a variety of other factors. If a deferred tax asset was determined to be not realizable in a future period, the charge to earnings would be recognized as an expense in our results of operations in the period the determination is made.

Depending on future circumstances, it is possible that we might never realize the full value of our deferred tax asset. Any future determination of impairment of a significant portion of our deferred tax asset would have an adverse effect on our financial condition and results of operations.

### ***Our ability to utilize our net operating loss carryforwards may be limited.***

Included in our deferred tax asset balance is \$14.4 million related to federal net operating loss carryforwards, which is approximately 47% of our total deferred tax assets at December 31, 2011. Our federal net operating loss carryforwards are subject to limitations on how much may be utilized on an annual basis. The use of the net operating loss carryforwards may have additional limitations resulting from certain future ownership changes or other factors under Section 382 of the Internal Revenue Code. If our net operating loss carryforwards are further limited, and we have taxable income which exceeds the available net operating loss carryforwards for that period, we would incur an income tax liability even though net operating loss carryforwards may be available in future years prior to their expiration, which would have an adverse affect our future cash flow, financial condition and results of operations.

### ***We might face challenges in integrating our completed acquisitions and, as a result, might not realize the expected benefits of these acquisitions.***

We have completed significant acquisitions over the past five years and are in the process of acquiring Convio. Managing and integrating the operations and personnel of an acquired company can be a complex process. The integration might not be completed rapidly or achieve the anticipated benefits of the acquisition. The successful integration of the acquired companies will require, among other things, coordination of various departments, including product development, engineering, sales and marketing and finance. Further, a successful integration of the acquired companies internal control structure will be required. The diversion of the attention of management and any difficulties encountered in this process could cause the disruption of, or a loss of momentum in, sales or product development. The inability to successfully integrate the operations and personnel of our recently acquired companies, or any significant delay in achieving integration, could have a material adverse effect on our business and on the market price of our common stock.

### ***Future acquisitions could prove difficult to integrate, disrupt our business, dilute stockholder value and strain our resources.***

As part of our business strategy, we have made acquisitions in the past, and, in addition to the proposed acquisition of Convio, we might acquire additional companies, services and technologies that we feel could complement or expand our business, augment our market coverage, enhance our technical capabilities, provide us with important customer contacts or otherwise offer growth opportunities. Acquisitions and investments involve numerous risks, including:

- Difficulties in integrating operations, technologies, services, accounting and personnel;
- Difficulties in supporting and transitioning customers of our acquired companies;
- Diversion of financial and management resources from existing operations;
- Risks of entering new sectors of the nonprofit industry;

## [Table of Contents](#)

- Potential loss of key employees; and
- Inability to generate sufficient revenue to offset acquisition or investment costs.

Acquisitions also frequently result in recording of goodwill and other intangible assets, which are subject to potential impairments in the future that could harm our operating results. In addition, if we finance acquisitions by issuing equity securities or securities convertible into equity securities, our existing stockholders would be diluted which, in turn, could affect the market price of our stock. Moreover, we could finance any acquisition with debt, resulting in higher leverage and interest costs. As a result, if we fail to evaluate and execute acquisitions or investments properly, we might not achieve the anticipated benefits of any such acquisition and we may incur costs in excess of what we anticipate. Furthermore, if we incur debt to fund acquisitions and are unable to service our debt obligation we may have a greater risk of default under our credit facility.

***If we are not able to manage our anticipated growth effectively, our operating costs may increase and our operating margins may decrease.***

We will need to grow our infrastructure to address the proposed acquisition of Convio and other potential market opportunities. Our growth will continue to place, to the extent that we are able to sustain such growth, a strain on our management, administrative, operational and financial infrastructure. If we continue to grow our operations, by way of additional business combinations or otherwise, we may not be effective in enlarging our physical facilities and our systems and our procedures or controls may not be adequate to support such expansion or our business generally. If we are unable to manage our growth, our operating costs may increase and our operating margins may decrease.

***Increasing government regulation could affect our business.***

We are subject, not only to regulations applicable to businesses generally, but also to laws and regulations directly applicable to electronic commerce and other regulations. Although there are currently few such laws and regulations, state, federal and foreign governments may adopt laws and regulations applicable to our business. Any such legislation or regulation could dampen the growth of the Internet and decrease its acceptance. If such a decline occurs, companies may decide in the future not to use our products and services. Any new laws or regulations in the following areas could affect our business:

- User privacy;
- The pricing and taxation of goods and services offered over the Internet;
- Taxation of foreign earnings;
- The content of websites;
- Copyrights;
- Consumer protection, including the potential application of “do not call” registry requirements on our customers and consumer backlash in general to direct marketing efforts of our customers;
- The online distribution of specific material or content over the Internet; and
- The characteristics and quality of products and services offered over the Internet.

Pending and enacted legislation at the state and federal levels, including those related to fundraising activities, may also restrict further our information gathering and disclosure practices, for example, by requiring us to comply with extensive and costly registration, reporting or disclosure requirements.

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[Table of Contents](#)

***Our operations might be affected by the occurrence of a natural disaster or other catastrophic event.***

We depend on our principal executive offices and other facilities for the continued operation of our business. Although we have contingency plans in effect for natural disasters or other catastrophic events, these events, including terrorist attacks and natural disasters such as earthquakes, which our San Diego operations in particular might experience, and hurricanes, which have been known to threaten Charleston, where our headquarters are, could disrupt our operations. Even though we carry business interruption insurance policies and typically have provisions in our contracts that protect us in certain events, we might suffer losses as a result of business interruptions that exceed the coverage available under our insurance policies or for which we do not have coverage. Any natural disaster or catastrophic event affecting us could have a significant negative impact on our operations.

**Item 1B. UNRESOLVED STAFF COMMENTS**

None.

**Item 2. PROPERTIES**

We lease our headquarters in Charleston, South Carolina which consists of approximately 230,000 square feet. The lease on our Charleston headquarters expires in October 2024, and we have the option for two 5-year renewal periods. We also lease facilities near Indianapolis, Indiana and in San Diego, California; Cambridge, Massachusetts; Washington D.C.; Denver, Colorado; Alexandria, Virginia; Miami, Florida; Almere, Netherlands; Glasgow, Scotland; London, England; East Brisbane, Australia; and Sydney, Australia. We believe that our properties are in good operating condition and adequately serve our current business operations for all of our business segments. We also anticipate that suitable additional or alternative space, including those under lease options, will be available at commercially reasonable terms for future expansion.

**Item 3. LEGAL PROCEEDINGS**

From time to time we may become involved in litigation relating to claims arising from our ordinary course of business. We do not believe that there are any claims or actions pending or threatened against us, the ultimate disposition of which would have a material adverse affect on us.

**Item 4. MINE SAFETY DISCLOSURES**

Not applicable.



**PART II****Item 5. MARKET FOR REGISTRANT’S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

Our common stock began trading on the NASDAQ National Market under the symbol “BLKB” on July 26, 2004. On July 1, 2006, our common stock began trading on NASDAQ’s newest market tier, the NASDAQ Global Select Market. The following table sets forth the high and low prices for shares of our common stock, as reported by NASDAQ for the periods indicated. The prices are based on quotations between dealers, which do not reflect retail markup, mark-down or commissions.

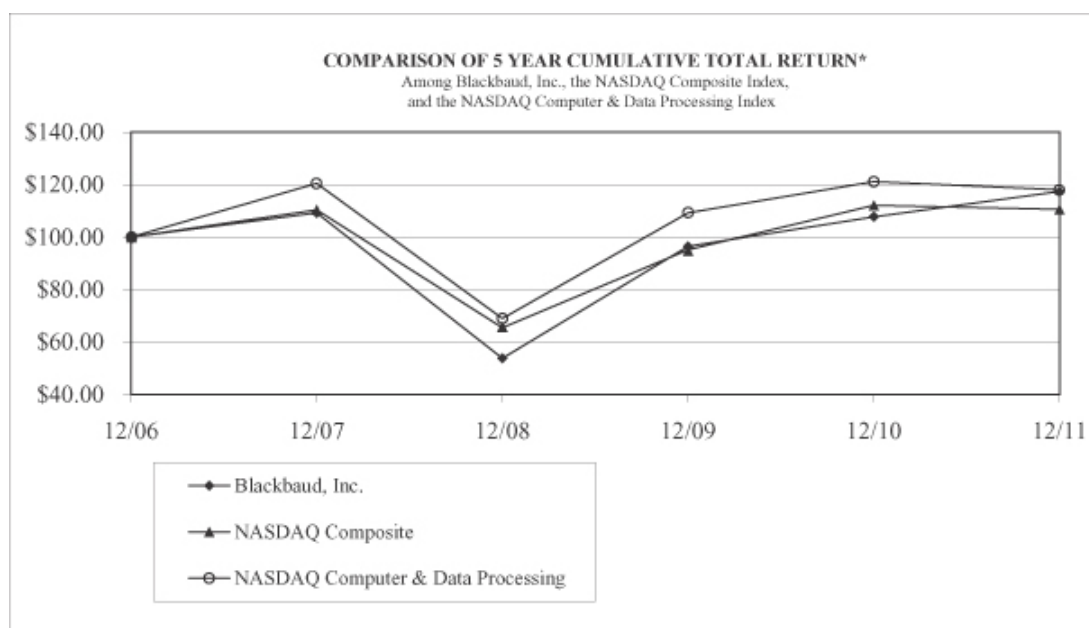
**Blackbaud quarterly high and low stock prices**

	High	Low
<b>Fiscal year ended December 31, 2011</b>		
First quarter	\$27.24	\$24.87
Second quarter	30.00	25.62
Third quarter	28.86	22.27
Fourth quarter	30.15	21.02
<b>Fiscal year ended December 31, 2010</b>		
First quarter	\$26.33	\$21.17
Second quarter	26.87	21.39
Third quarter	24.61	20.82
Fourth quarter	28.31	23.81

As of February 10, 2012, there were 200 stockholders of record and approximately 15,000 beneficial owners of our common stock. On February 10, 2012, the closing price of our common stock was \$31.69.

**Stock performance graph**

The following performance graph compares the performance of our common stock to the NASDAQ Composite Index and the NASDAQ Computer and Data Processing Index. The graph covers the most recent five-year period ending December 31, 2011. The graph assumes that the value of the investment in our common stock and each index was \$100 at December 31, 2006, and that all dividends are reinvested.



	12/31/2006	12/31/2007	12/31/2008	12/31/2009	12/31/2010	12/31/2011
<b>Blackbaud, Inc.</b>	<b>100.00</b>	<b>109.35</b>	<b>53.78</b>	<b>96.60</b>	<b>107.91</b>	<b>117.59</b>
<b>NASDAQ Composite</b>	<b>100.00</b>	<b>110.38</b>	<b>65.58</b>	<b>95.27</b>	<b>112.22</b>	<b>110.58</b>
<b>NASDAQ Computer &amp; Data Processing</b>	<b>100.00</b>	<b>120.57</b>	<b>69.03</b>	<b>109.41</b>	<b>121.30</b>	<b>118.07</b>

**Issuer purchases of issuer securities**

Period	Total number of shares purchased (1)	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares that may yet be purchased under the plan or programs (in thousands)
Beginning balance, October 1, 2011				\$ 50,000
October 1, 2011 through October 31, 2011	1,870	\$ 28.65	—	\$ 50,000
November 1, 2011 through November 30, 2011	140,958	\$ 28.93	—	\$ 50,000
December 1, 2011 through December 31, 2011	4,308	\$ 29.98	—	\$ 50,000
<b>Total</b>	<b>147,136</b>	<b>\$ 28.95</b>	<b>—</b>	<b>\$ 50,000</b>

(1) During the period of October 1, 2011 through December 31, 2011, there were no shares repurchased. The shares in the table represent shares withheld by us to satisfy the tax obligations of employees due upon vesting of restricted stock and exercise of stock appreciation rights during the period.

### **Dividend policy and restrictions**

Our Board of Directors has adopted a dividend policy which reflects an intention to distribute to our stockholders a portion of the cash generated by our business that exceeds our operating needs and capital expenditures as regular quarterly dividends. This policy reflects our judgment that we can provide greater value to our stockholders by distributing to them a portion of the cash generated by our business.

In accordance with this dividend policy, we paid quarterly dividends at an annual rate of \$0.48 and \$0.44 per share in 2011 and 2010, respectively, resulting in an aggregate dividend payment to stockholders of \$21.4 million and \$19.5 million in 2011 and 2010, respectively. In February 2012, our Board of Directors approved an annual dividend rate of \$0.48 per share for 2012. We declared a first quarter dividend of \$0.12 per share payable on March 15, 2012, to stockholders of record on March 5, 2012, and currently intend to pay quarterly dividends at an annual rate of \$0.48 per share of common stock for each of the remaining fiscal quarters in 2012. Dividends at this rate would total approximately \$21.1 million in the aggregate on the common stock in 2012 (assuming 44.0 million shares of common stock are outstanding, net of treasury stock).

Dividends on our common stock will not be cumulative. Consequently, if dividends on our common stock are not declared and/or paid at the targeted level, our stockholders will not be entitled to receive such payments in the future. We are not obligated to pay dividends, and as described more fully below, our stockholders might not receive any dividends as a result of the following factors:

- Our credit facility limits the amount of dividends we are permitted to pay;
- Our Board of Directors could decide to reduce dividends or not to pay dividends at all, at any time and for any reason;
- The amount of dividends distributed is subject to state law restrictions; and
- We might not have enough cash to pay dividends due to changes to our operating earnings, working capital requirements and anticipated cash needs.

### **Assumptions and considerations**

We estimate that the cash necessary to fund dividends on our common stock for 2012 at an annual rate of \$0.48 per share is approximately \$21.1 million (assuming 44.0 million shares of common stock are outstanding, net of treasury stock).

We have a stock repurchase program that authorizes us to purchase up to \$50.0 million of our outstanding shares of common stock. The program does not have an expiration date. The shares could be purchased in conjunction with a public offering of our stock, from time to time on the open market or in privately negotiated transactions depending upon market conditions and other factors, all in accordance with the requirements of applicable law. Any open market purchases under the repurchase program will be made in compliance with Rule 10b-18 of the Securities Exchange Act of 1934 and all other applicable securities regulations. We might not purchase any additional shares of common stock and our Board of Directors may decide, in its absolute discretion, at any time and for any reason, to cancel the stock repurchase program.

We believe that our cash on hand and the cash flows we expect to generate from operations will be sufficient to meet our liquidity requirements through 2012, including dividends and purchases under our stock repurchase program. See “Management’s discussion and analysis of financial conditions and results of operations — Liquidity and capital resources” in this report.

If our assumptions as to operating expenses, working capital requirements and capital expenditures are too low or if unexpected cash needs arise that we are not able to fund with cash on hand or with borrowings under our credit facility, we would need to either reduce or eliminate dividends. If we were to use working capital or permanent

## [Table of Contents](#)

borrowings to fund dividends, we would have less cash available for future dividends and other purposes, which could negatively impact our stock price, financial condition, results of operations and ability to maintain or expand our business.

We have estimated our dividend only for 2012, and we cannot assure our stockholders that during or following such periods that we will pay dividends at the estimated levels, or at all. We are not required to pay dividends and our Board of Directors may modify or revoke our dividend policy at any time. Dividend payments are within the absolute discretion of our Board of Directors and will be dependent upon many factors and future developments that could differ materially from our current expectations. Indeed, over time our capital and other cash needs, including unexpected cash needs, will invariably change and remain subject to uncertainties, which could impact the level of any dividends we pay in the future.

We believe that our dividend policy could limit, but not preclude, our ability to pursue growth as we intend to retain sufficient cash after the distribution of dividends to permit the pursuit of growth opportunities that do not require material capital investments. In order to pay dividends at the level currently anticipated under our dividend policy and to fund any substantial portion of our stock repurchase program, we expect that we could require financing or borrowings to fund any significant acquisitions or to pursue growth opportunities requiring capital expenditures significantly beyond our anticipated capital expenditure levels. Management will evaluate potential growth opportunities as they arise and, if our Board of Directors determines that it is in our best interest to use cash that would otherwise be available for distribution as dividends to pursue an acquisition opportunity, to materially increase capital spending or for some other purpose, the Board would be free to depart from or change our dividend policy at any time.

### **Restrictions on payment of dividends**

Under Delaware law, we can only pay dividends either out of “surplus” (which is defined as total assets at fair market value minus total liabilities, minus statutory capital) or out of current or the immediately preceding year’s earnings. As of December 31, 2011, we had \$52.5 million in cash and cash equivalents. In addition, we anticipate that we will have sufficient earnings in 2012 to pay dividends at the level described above. Although we believe we will have sufficient surplus and earnings to pay dividends at the anticipated levels for 2012, our Board of Directors will seek periodically to assure itself of this sufficiency before actually declaring any dividends.

We entered into an amended and restated credit facility on February 9, 2012. The amended credit facility restricts our ability to declare and pay dividends on our common stock. In order to pay any cash dividends and/or repurchase shares of stock: (1) no default or event of default shall have occurred and be continuing under the credit facility, and (2) we must be in compliance with a leverage ratio set forth in the credit agreement.

**Item 6. SELECTED CONSOLIDATED FINANCIAL DATA**

The selected consolidated financial data set forth below should be read in conjunction with “Management’s discussion and analysis of financial condition and results of operations” and our financial statements and the related notes included elsewhere in this report.

The selected consolidated financial data below has been revised to reflect the corrections of immaterial errors in previously reported financial results. See Note 1 of the consolidated financial statements included in this annual report for a detailed discussion. The net income impact of the revisions was a decrease in net income of \$0.6 million, \$0.9 million, \$1.5 million and \$2.2 million for the year ended December 31, 2010, 2009, 2007 and 2006, respectively, and an increase in net income of \$0.9 million for the year ended December 31, 2008.

The following data, insofar as it relates to each of the years ended December 31, 2011, 2010 and 2009, has been derived from the audited annual financial statements, including the consolidated balance sheets at December 31, 2011 and 2010, and the related consolidated statements of operations, cash flows and stockholders’ equity and comprehensive income for the three years ended December 31, 2011, 2010 and 2009 and notes thereto appearing elsewhere herein. The following data, insofar as it relates to each of the years ended December 31, 2008 and 2007, and the consolidated balance sheet as of December 31, 2009, 2008 and 2007 are derived from financial statements not included in this report.

## [Table of Contents](#)

As described in Note 3 of the consolidated financial statements included in this annual report, we made business acquisitions which could affect the comparability of the information presented.

(in thousands, except per share data)	Years ended December 31,				
	2011	2010	2009	2008	2007
<b>Consolidated statements of operations data:</b>					
<b>Revenue</b>					
License fees	\$ 19,475	\$ 23,719	\$ 25,656	\$ 35,484	\$ 37,569
Subscriptions	103,544	83,912	73,194	49,773	25,389
Services	108,781	87,663	87,239	101,015	89,944
Maintenance	130,604	124,559	116,413	107,308	94,602
Other revenue	8,464	6,712	6,968	8,730	8,102
<b>Total revenue</b>	<b>370,868</b>	<b>326,565</b>	<b>309,470</b>	<b>302,310</b>	<b>255,606</b>
<b>Cost of revenue</b>					
Cost of license fees	3,345	3,003	3,697	3,388	2,919
Cost of subscriptions(1)	42,536	31,155	28,158	20,564	10,306
Cost of services(1)	79,086	66,755	61,585	63,810	54,798
Cost of maintenance(1)	25,178	24,123	21,594	20,175	17,119
Cost of other revenue	7,049	7,103	6,098	8,368	7,274
<b>Total cost of revenue</b>	<b>157,194</b>	<b>132,139</b>	<b>121,132</b>	<b>116,305</b>	<b>92,416</b>
<b>Gross profit</b>	<b>213,674</b>	<b>194,426</b>	<b>188,338</b>	<b>186,005</b>	<b>163,190</b>
<b>Operating expenses</b>					
Sales and marketing(1)	75,361	69,469	63,495	65,573	56,761
Research and development(1)	47,672	45,499	45,520	38,497	28,378
General and administrative(1)	36,933	32,636	33,383	33,904	26,144
Impairment of cost method investment	1,800	—	—	—	—
Amortization	980	798	768	713	491
<b>Total operating expenses</b>	<b>162,746</b>	<b>148,402</b>	<b>143,166</b>	<b>138,687</b>	<b>111,774</b>
<b>Income from operations</b>	<b>50,928</b>	<b>46,024</b>	<b>45,172</b>	<b>47,318</b>	<b>51,416</b>
Interest income	183	84	637	526	813
Interest expense	(200)	(74)	(962)	(1,526)	(1,164)
Other income (expense), net	346	(98)	220	(194)	(503)
<b>Income before provision for income taxes</b>	<b>51,257</b>	<b>45,936</b>	<b>45,067</b>	<b>46,124</b>	<b>50,562</b>
Income tax provision	18,037	16,749	17,547	17,185	20,389
<b>Net income</b>	<b>\$ 33,220</b>	<b>\$ 29,187</b>	<b>\$ 27,520</b>	<b>\$ 28,939</b>	<b>\$ 30,173</b>
<b>Earnings per share</b>					
Basic	\$ 0.76	\$ 0.68	\$ 0.64	\$ 0.67	\$ 0.69
Diluted	\$ 0.75	\$ 0.67	\$ 0.63	\$ 0.66	\$ 0.68
Common shares and equivalents outstanding					
Basic weighted average shares	43,523	43,145	42,771	42,959	43,619
Diluted weighted average shares	44,149	43,876	43,600	43,959	44,595
<b>Dividends per share</b>	<b>\$ 0.48</b>	<b>\$ 0.44</b>	<b>\$ 0.40</b>	<b>\$ 0.40</b>	<b>\$ 0.34</b>
<b>Summary of stock-based compensation:</b>					
Cost of subscriptions	\$ 571	\$ 392	\$ 387	\$ 283	\$ 274
Cost of services	1,966	1,742	1,433	1,442	627
Cost of maintenance	741	814	750	534	234
<b>Total included in cost of revenue</b>	<b>3,278</b>	<b>2,948</b>	<b>2,570</b>	<b>2,259</b>	<b>1,135</b>
Sales and marketing	1,325	1,366	1,605	1,607	831
Research and development	3,039	2,844	2,944	2,396	1,219
General and administrative	7,242	5,901	5,291	5,700	3,749
<b>Total included in operating expenses</b>	<b>11,606</b>	<b>10,111</b>	<b>9,840</b>	<b>9,703</b>	<b>5,799</b>
<b>Total stock-based compensation</b>	<b>\$ 14,884</b>	<b>\$ 13,059</b>	<b>\$ 12,410</b>	<b>\$ 11,962</b>	<b>\$ 6,934</b>

(1) Includes stock-based compensation as set forth in tabular summary of stock-based compensation for all periods presented.

[Table of Contents](#)

(in thousands)	December 31,				
	2011	2010	2009	2008	2007
<b>Consolidated balance sheet data</b>					
Cash and cash equivalents	\$ 52,520	\$ 28,004	\$ 22,769	\$ 16,361	\$ 14,775
Deferred tax asset, including current portion	30,927	47,478	59,284	70,100	52,174
Working (deficit) capital	(52,093)	(57,056)	(74,458)	(113,464)	(49,113)
<b>Total assets</b>	<b>392,590</b>	<b>323,806</b>	<b>299,927</b>	<b>311,087</b>	<b>235,210</b>
Deferred revenue	163,437	150,661	137,950	122,023	97,506
Total liabilities	252,588	207,337	189,634	225,354	125,887
Common stock	54	53	52	51	50
Additional paid-in capital	175,401	158,372	134,643	116,688	105,579
<b>Total stockholders' equity</b>	<b>\$ 140,002</b>	<b>\$ 116,469</b>	<b>\$ 110,293</b>	<b>\$ 85,733</b>	<b>\$ 109,323</b>

## **Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

*The following discussion and analysis of our financial condition and results of operations should be read in conjunction with Item 1.A Risk Factors and our consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K. This report contains forward-looking statements within the meaning of Section 21E of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements reflect our current view with respect to future events and financial performance and are subject to risks and uncertainties, including those set forth under "Item 1A. Risk factors", under "Cautionary statement" included in this "Management's discussion and analysis of financial condition and results of operations" and elsewhere in this report, that could cause actual results to differ materially from historical or anticipated results.*

### **Executive summary**

We provide on-premise and cloud-based software solutions and related services designed specifically for nonprofit organizations, and provide products and services that enable nonprofit organizations to increase donations, reduce fundraising costs, improve communications with constituents, manage their finances and optimize internal operations. At the end of 2011, we had approximately 26,000 active customers distributed across multiple verticals within the nonprofit market including education, foundations, health and human services, religion, arts and cultural, public and societal benefits, environment and animal welfare and international foreign affairs.

We derive revenue from selling perpetual licenses or charging for the use of our software products in a hosted environment and providing a broad offering of services, including consulting, training, installation and implementation, as well as ongoing customer support and maintenance. Consulting, training and implementation are generally not essential to the functionality of our software products and are sold separately. Furthermore, we derive revenue from providing hosting services, performing donor prospect research engagements, selling lists of potential donors, and providing benchmarking studies and data modeling services.

Overall, revenue in 2011 increased 14% compared to 2010. When removing the impact of foreign currency translation, revenue increased 13% when comparing 2011 to 2010. This increase was principally the result of continued growth in our services and subscriptions revenue. The increase in services revenue was primarily as a result of an increase in demand for our consulting services associated with our Blackbaud CRM offering. Additionally, our recurring revenue, which is comprised of subscription offerings and maintenance and represented 63% of our 2011 revenue on a combined basis, contributed to the growth in revenue. The growth in subscriptions revenue is principally attributable to increased demand for our hosting services, online fundraising and data management offerings and the shift in our business towards hosted solutions. The growth in maintenance revenue is principally driven by maintaining high renewal rates, new maintenance contracts associated with new license arrangements and existing client increases. Revenue associated with our core perpetual license offerings decreased in 2011 when compared to 2010 as a result of the continuing decreases in sales of our perpetual license offerings to the mid-market customer base, which is principally the result of customers opting to purchase our solutions under alternative packaging with more flexible subscription-based pricing. We believe this trend will continue, and may accelerate, in the future.

Income from operations for 2011 increased by 11%, or \$4.9 million, compared to 2010. The increase in income from operations is primarily attributable to the increase in services and subscriptions gross profit which is driven by the continued strong retention rate of our solutions that are offered under recurring revenue arrangements and the scalability of our infrastructure that supports these services. The increase in income from operations of 11% was less than the increase in revenue of 14% during 2011 primarily due to the investment in the infrastructure that supports our subscription-based offerings.

We ended 2011 with cash and cash equivalents totaling \$52.5 million and no outstanding borrowings on our credit facility. During 2011, we generated \$85.5 million in cash flow from operations, which we used to purchase \$23.4 million of acquired companies, pay \$21.4 million in dividends and purchase \$18.2 million of equipment.



**Blackbaud, Inc.**

**Item 7. Management’s discussion and analysis of financial condition and results of operations—(Continued)**

During 2011, we experienced overall growth in revenue and have begun to see increases in charitable giving levels. However, we continue to believe the pace and impact of economic recovery on the nonprofit market remains uncertain. We expect that our operating environment will continue to be challenging in 2012 as existing and prospective customers remain cautious in their expenditure decisions. Notwithstanding these conditions, we remain focused on execution of our key growth initiatives and strengthening our leadership position, while achieving our targeted level of profitability. We also plan to continue to invest in our back office processes and the infrastructure that supports our subscription-based offerings to achieve optimal scalability of our operations as we execute on our key growth initiatives.

**Recent developments**

***Convio acquisition***

On January 16, 2012, we entered into an Agreement and Plan of Merger with Convio, Inc. (“Convio”), a leading provider of on-demand constituent engagement solutions that enable nonprofit organizations to more effectively raise funds, advocate for change and cultivate relationships. Under the terms of the agreement, we will acquire all of the outstanding shares of common stock of Convio for \$16.00 per share, representing a premium of 49% compared to Convio’s closing price prior to the announcement of the proposed acquisition and an enterprise value of approximately \$275.0 million (based on dilutive shares). We will finance the deal through a combination of cash on hand and debt.

***Amended and restated credit facility***

We amended and restated our credit facility to a \$325.0 million five-year credit facility on February 9, 2012. The credit facility includes the following facilities: a dollar and a designated currency revolving credit facility with sublimits for letters of credit and swingline loans, and a delayed draw term loan. The credit facility is secured by the stock and limited liability company interests of certain of our subsidiaries that were pledged as part of the closing. Amounts outstanding under the credit facility will be guaranteed by our material domestic subsidiaries, if any. We plan to use borrowings under the credit facility to partially finance our proposed acquisition of Convio.

## Blackbaud, Inc.

## Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)

## Consolidated statements of operations, percent of revenue

	Years ended December 31,		
	2011	2010	2009
<b>Revenue</b>			
License fees	5.3%	7.3%	8.3%
Subscriptions	27.9	25.7	23.7
Services	29.3	26.8	28.2
Maintenance	35.2	38.1	37.6
Other revenue	2.3	2.1	2.2
<b>Total revenue</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b>Cost of revenue</b>			
Cost of license fees	0.9	0.9	1.2
Cost of subscriptions	11.5	9.5	9.1
Cost of services	21.3	20.4	19.9
Cost of maintenance	6.8	7.4	7.0
Cost of other revenue	1.9	2.2	2.0
<b>Total cost of revenue</b>	<b>42.4</b>	<b>40.5</b>	<b>39.2</b>
<b>Gross profit</b>	<b>57.6</b>	<b>59.5</b>	<b>60.8</b>
<b>Operating expenses</b>			
Sales and marketing	20.3	21.3	20.5
Research and development	12.9	14.0	14.7
General and administrative	10.0	10.0	10.8
Impairment of cost method investment	0.5	—	—
Amortization	0.2	0.2	0.2
<b>Total operating expenses</b>	<b>43.9</b>	<b>45.5</b>	<b>46.2</b>
<b>Income from operations</b>	<b>13.6</b>	<b>14.0</b>	<b>14.6</b>
Interest income	1.0	—	0.2
Interest expense	(0.1)	—	(0.3)
Other income, net	0.1	—	0.1
<b>Income before provision for income taxes</b>	<b>13.8</b>	<b>14.1</b>	<b>14.6</b>
Income tax provision	4.8	5.1	5.7
<b>Net income</b>	<b>9.0%</b>	<b>8.9%</b>	<b>8.9%</b>

**Blackbaud, Inc.****Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)****Results of operations**

During the fourth quarter of 2011, we revised previously issued financial statements to correct errors identified principally related to revenue recognition, accounting for income taxes and the capitalization of software development costs. None of the revisions were considered material to the periods impacted, as disclosed in Note 1 of the consolidated financial statements included in this annual report. All amounts in Item 7 of this filing are provided as revised.

During 2011, 2010 and 2009, we acquired companies that provided us with strategic opportunities to expand our share of the nonprofit market through the integration of complimentary products and services to serve the changing needs of our customers. Following are the companies we acquired and their respective acquisition date:

- RLC Customer Centric Technology B.V. – April 29, 2009;
- Target America, Inc. – May 12, 2010;
- NOZA, Inc. – October 1, 2010;
- Public Interest Data, LLC, or PIDI – February 1, 2011; and
- Everyday Hero Pty. Ltd., or EDH – October 6, 2011.

The results of operations of the acquired companies are included in our consolidated results of operations from the date of their respective acquisition as noted above, which impacts the comparability of our results of operations when comparing 2011 to 2010 and 2010 to 2009. We have noted in the discussion below, to the extent meaningful, the impact on the comparability of our results of operations due to the inclusion of the acquired companies for only a partial year in the year of acquisition.

**Comparison of the years ended December 31, 2011 and 2010****Revenue**

The table below compares revenue from our statement of operations for the years ended December 31, 2011 and 2010.

(in millions)	Years ended December 31,		Change	% Change
	2011	2010		
License fees	\$ 19.5	\$ 23.7	\$ (4.2)	(18)%
Subscriptions	103.5	83.9	19.6	23%
Services	108.8	87.7	21.1	24%
Maintenance	130.6	124.6	6.0	5%
Other	8.5	6.7	1.8	27%
<b>Total revenue</b>	<b>\$ 370.9</b>	<b>\$ 326.6</b>	<b>\$ 44.3</b>	<b>14%</b>

Total revenue increased \$44.3 million, or 14%, in 2011 compared to 2010. This increase in revenue is primarily attributable to growth in our subscriptions and services revenue. The increase in subscriptions revenue is primarily attributable to an increase in demand for our hosted offerings, hosting services, online fundraising and data management offerings. This increase has been driven by the ongoing evolution of our product offerings from a license-based to subscription-based business model. Services revenue growth is primarily due to an increase in demand for consulting services associated with our Blackbaud CRM offering and online fundraising offerings.

**Blackbaud, Inc.****Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)**

The increase in maintenance revenue is attributable to new maintenance contracts associated with new license agreements sold over the last twelve months and increases in contracts with existing customers. These increases are offset by a decrease in license fees which is principally attributable to a smaller contribution in 2011 from Blackbaud CRM perpetual license arrangements with upfront revenue recognition than in 2010. Additionally, we continue to experience a shift in our customers' buying preference away from perpetual licenses towards hosted solutions.

**Operating results****License fees**

(in millions)	Years ended December 31,		Change	% Change
	2011	2010		
License fees revenue	\$ 19.5	\$ 23.7	\$ (4.2)	(18)%
Cost of license fees	3.3	3.0	0.3	10%
License fees gross profit	\$ 16.2	\$ 20.7	\$ (4.5)	(22)%
License fees gross margin	83%	87%		

Revenue from license fees is derived from the sale of our software products, under a perpetual license agreement. We are increasingly experiencing a shift in our customers' buying preference away from solutions offered under perpetual license arrangements towards subscription-based hosted applications. In addition, we continue to experience longer sales cycle times, delays and postponements of purchasing decisions and overall caution exercised by existing and prospective customers as a result of continued challenges posed by the weak economic environment. During 2011, revenue from license fees to existing customers decreased by \$0.9 million and sales to new customers decreased by \$3.3 million. The decrease in license fees is largely the result of a smaller contribution in 2011 from Blackbaud CRM sales with upfront revenue recognition when compared to 2010 due to credits provided to certain Blackbaud CRM early adopters.

Cost of license fees is principally comprised of third-party software royalties, variable reseller commissions, amortization of software development costs and amortization of intangibles from business combinations. The increase in cost of license fees in 2011 compared to 2010 is principally attributable to an increase in reseller commissions. A greater portion of our software license sales in 2011 were completed through our reseller channels when compared to 2010.

The decrease in license fees gross margin in 2011 compared to 2010 is the result of an increase in the sale of products that are sold through our reseller channels.

**Subscriptions**

(in millions)	Years ended December 31,		Change	% Change
	2011	2010		
Subscriptions revenue	\$ 103.5	\$ 83.9	\$ 19.6	23%
Cost of subscriptions	42.5	31.2	11.3	36%
Subscriptions gross profit	\$ 61.0	\$ 52.7	\$ 8.3	16%
Subscriptions gross margin	59%	63%		

Revenue from subscriptions is principally comprised of revenue from providing access to hosted applications and hosting services, access to certain data services and our online subscription training offerings, and variable

**Blackbaud, Inc.****Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)**

transaction fees associated with the use of our products to fundraise online. Revenue from acquired companies contributed \$6.2 million to the growth in subscriptions revenue during 2011. The remaining increase in subscriptions revenue during 2011 is principally attributable to the increase in demand for online fundraising offerings, data management offerings and hosting services. Additionally, revenue from our hosting services continues to increase as the demand for these services continues to grow from both our existing and new perpetual license customers. We continue to experience growth in our hosted applications business and are increasingly experiencing a shift in our customers' buying preference away from perpetual licenses towards subscription based-offerings.

Cost of subscriptions is primarily comprised of human resource costs, stock-based compensation expense, third-party royalty and data expenses, hosting expenses, an allocation of depreciation, facilities and IT support costs, amortization of intangibles from business combinations and other costs incurred in providing support and services to our customers. The increase in cost of subscriptions in 2011 when compared to 2010 is principally attributable to an increase in headcount. The increase in headcount is due to both the inclusion of acquired companies and the investments we are making in our infrastructure to support the growth in our subscription offerings. Human resource costs increased \$6.9 million as a result of an increase in headcount, of which \$3.6 million relates to our acquisition of PIDI in February 2011. Hosting costs also increased by \$2.8 million due to the increase in required hosting capacity as a result of the increase in demand for hosting and other online services.

The decrease in subscriptions gross margin 2011 compared to 2010 is due to an increase in the investments we are making in the infrastructure to support the growth in our subscription offerings.

**Services**

(in millions)	Years ended December 31,		Change	% Change
	2011	2010		
Services revenue	\$ 108.8	\$ 87.7	\$ 21.1	24%
Cost of services	79.1	66.8	12.3	18%
Services gross profit	\$ 29.7	\$ 20.9	\$ 8.8	42%
Services gross margin	27%	24%		

Services revenue consists of consulting, installation, implementation, education and analytic services. Consulting, installation and implementation services involve converting data from a customer's existing system, assistance in file set up and system configuration, and/or process re-engineering. Education services involve customer training activities. Analytic services are comprised of donor prospect research, selling lists of potential donors, benchmarking studies and data modeling services. These services involve the assessment of current and prospective donor information of the customer and are performed using our proprietary analytical tools. The end product enables organizations to more effectively target their fundraising activities. We recognize services revenue attributable to consulting services for implementation of our hosted applications and subscription offerings ratably over the period the customer benefits from those services. We also recognize the direct and incremental costs associated with consulting services revenue ratably over the same period. However, we continue to expense indirect costs in the period the implementation services are provided.

The increase in services revenue during 2011 when compared to 2010 is principally attributable to an increase in consulting services revenue of \$14.4 million, analytic services of \$3.8 million and education services of \$2.9 million. Revenue from acquired companies represented \$0.8 million of consulting services and \$1.9 million of analytic services revenue growth during 2011 compared to 2010. The increase in consulting services revenue

**Blackbaud, Inc.****Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)**

is primarily due to an increase in the demand for consulting, installation and implementation services associated with our Blackbaud CRM offering and our internet based fundraising offerings. This increase in consulting services revenue resulting from an increase in volume was partially offset by an increase in our investment, in the form of non-billable implementation hours, in early adopters of our Blackbaud CRM offering and a reduction in the rates we charge as a result of a higher level of discounts on the consulting services provided during 2011 compared to 2010. The rates we charge for our education and analytic service offerings have remained relatively constant year over year and, as such, the change in revenue is principally the result of an increase in the volume of services provided.

Cost of services is principally comprised of human resource costs, stock-based compensation expense, third-party contractor expenses, classroom rentals, other costs incurred in providing consulting, installation and implementation services and customer training, data expense incurred to perform analytic services, an allocation of depreciation, facilities and IT support costs and amortization of intangibles from business combinations.

The increase in cost of services in 2011 when compared to 2010 is primarily attributable to an increase in human resource costs and third-party contractor costs. The increase in human resource costs and third-party contractor costs is principally attributable to the need for additional resource capacity to meet the increasing consulting services demands of our customers and the additional headcount from acquired companies.

The services gross margin increased in 2011 compared to 2010 primarily as a result of an increase in demand for consulting services associated with our Blackbaud CRM offering and a shift in the mix of consulting engagements to higher margin projects.

**Maintenance**

(in millions)	Years ended December 31,		Change	% Change
	2011	2010		
Maintenance revenue	\$ 130.6	\$ 124.6	\$ 6.0	5%
Cost of maintenance	25.2	24.1	1.1	5%
Maintenance gross profit	\$ 105.4	\$ 100.5	\$ 4.9	5%
Maintenance gross margin	81%	81%		

Revenue from maintenance is comprised of annual fees derived from maintenance contracts associated with new software licenses and annual renewals of existing maintenance contracts. These contracts provide customers with updates, enhancements and upgrades to our software products and online, telephone and email support. During 2011, the increase in maintenance revenue is principally comprised of \$11.3 million of maintenance from new customers associated with new license agreements and increases in contracts with existing customers and \$3.8 million from maintenance contract inflationary rate adjustments, offset by \$9.1 million from maintenance contracts that were not renewed.

Cost of maintenance is primarily comprised of human resource costs, stock-based compensation expense, third-party contractor expenses, third-party royalty costs, an allocation of depreciation, facilities and IT support costs, amortization of intangibles from business combinations and other costs incurred in providing support and services to our customers. The increase in cost of maintenance in 2011 when compared to 2010 is principally attributable to an increase in human resource costs of \$1.5 million partially offset by a \$0.2 million decrease in third-party royalty costs and \$0.2 million decrease in amortization of intangibles from business combinations. Human resource costs increased due to salary merit increases and an increase in headcount associated with the

**Blackbaud, Inc.****Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)**

continued growth in our customer support function commensurate with maintenance revenue growth. Additionally, we continue to experience a shift to higher skilled support resources that carry a higher cost to meet the needs of our enterprise customers.

**Other revenue**

(in millions)	Years ended December 31,		Change	% Change
	2011	2010		
Other revenue	\$ 8.5	\$ 6.7	\$ 1.8	27%
Cost of other revenue	7.0	7.1	(0.1)	(1)%
Other gross profit	\$ 1.5	\$ (0.4)	\$ 1.9	(475)%
Other gross margin	18%	(6)%		

Other revenue includes the sale of business forms that are used in conjunction with our software products, reimbursement of travel-related expenses, primarily incurred during the performance of services at customer locations, fees from user conferences and third-party software referral fees. Other revenue increased in 2011 when compared to 2010 primarily due to an increase in revenue from third-party software referral fees and in reimbursement of travel-related expenses associated with the growth in services revenue.

Cost of other revenue includes human resource costs, costs of business forms, costs of user conferences, reimbursable expenses relating to the performance of services at customer locations, an allocation of depreciation, facilities and IT support costs and amortization of intangibles from business combinations. In total, cost of other revenue in 2011 when compared to 2010 decreased by \$0.1 million due to a reduction in user conference expenses offset by an increase in reimbursable expenses.

Other gross margin increased in 2011 when compared to 2010 due to an increase in revenue from third-party software referral fees and a reduction in the cost of user conferences.

**Operating expenses****Sales and marketing**

(in millions)	Years ended December 31,		Change	% Change
	2011	2010		
Sales and marketing expense	\$ 75.4	\$ 69.5	\$ 5.9	8%
% of revenue	20%	21%		

Sales and marketing expense includes salaries and related human resource costs, stock-based compensation expense, travel-related expenses, sales commissions, advertising and marketing materials, public relations and an allocation of depreciation, facilities and IT support costs. During 2011, sales and marketing expense increased by \$5.9 million when compared to 2010 primarily due to an increase of \$3.6 million in human resource costs and \$2.0 million in commission expense. The increase in human resource costs is a result of additional headcount to support the increase in selling and marketing efforts of our growing operations. The increase in commission expense is principally attributable to an increase in commissionable revenue in 2011. Additionally, marketing programs increased by \$0.3 million relating to the launch of our new corporate branding and an increase in marketing costs associated with our new packaged offerings.

**Blackbaud, Inc.****Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)**

As a percentage of revenue, sales and marketing expense in 2011 when compared to 2010 decreased principally as a result of our ability to leverage our sales support and marketing resources as we standardize and simplify our packaged offerings.

**Research and development**

(in millions)	Years ended December 31,		Change	% Change
	2011	2010		
Research and development expense	\$ 47.7	\$ 45.5	\$ 2.2	5%
% of revenue	13%	14%		

Research and development expense includes human resource costs, stock-based compensation expense, third-party contractor expenses, software development tools and other expenses related to developing new products, upgrading and enhancing existing products, and an allocation of depreciation, facilities and IT support costs. During 2011, human resource and third-party costs increased by \$3.0 million partially offset by an increase in the amount of software development costs that were capitalized of \$0.8 million. Human resource and third-party contractor costs have increased as we continue to invest in our product development efforts. The increase in amount of costs that are capitalized is primarily due to development efforts with our events management solution.

Research and development costs as a percentage of revenue decreased in 2011 when compared to 2010 principally due to the increase in the amount of development costs that were capitalized in 2011 as compared to 2010.

**General and administrative**

(in millions)	Years ended December 31,		Change	% Change
	2011	2010		
General and administrative expense	\$ 36.9	\$ 32.6	\$ 4.3	13%
% of revenue	10%	10%		

General and administrative expense consists primarily of human resource costs for general corporate functions, including senior management, finance, accounting, legal, human resources, corporate development, stock-based compensation expense, third-party professional fees, insurance, an allocation of depreciation, facilities and IT support costs, acquisition related expense and other administrative expenses. During 2011, general and administrative expense increased primarily due to \$1.3 million and \$1.1 million increases in stock-based compensation expense and human resource costs, respectively, a \$0.8 million increase in acquisition-related expenses, \$0.5 million in third-party professional consulting fees and \$0.3 million in recruiting costs associated with hiring key executives in 2011. Acquisition-related costs related primarily to the acquisition of PIDI, EDH and the pending acquisition of Convio. Stock-based compensation increased due to a change in the type of equity awards granted to certain executives to be performance-based, for which expense is recognized on an accelerated basis.

**Non-GAAP income from operations**

The operating results analyzed below are presented on a non-GAAP basis in that the results exclude the impact of stock-based compensation expense, amortization expense, acquisition-related expenses, impairment of cost



**Blackbaud, Inc.**

**Item 7. Management’s discussion and analysis of financial condition and results of operations—(Continued)**

method investment and gain on sale of assets. We believe that the exclusion of these costs allows us and investors to better understand our operating expenses and cash needs, particularly when evaluating current performance against prior periods.

(in millions)	Years ended December 31,		Change	% Change
	2011	2010		
GAAP income from operations	\$ 50.9	\$ 46.0	\$ 4.9	11%
Non-GAAP adjustments:				
Add: Stock-based compensation expense	14.9	13.1	1.8	14%
Add: Amortization of intangibles from business combinations	7.6	7.1	0.5	7%
Add: Acquisition-related expenses	1.8	1.0	0.8	80%
Add: Impairment of cost method investment	1.8	—	1.8	0%
Less: Gain on sale of assets	(0.5)	—	(0.5)	0%
Total Non-GAAP adjustments	25.6	21.2	4.4	21%
Non-GAAP income from operations	\$ 76.5	\$ 67.2	\$ 9.3	14%
Non-GAAP operating margin	21%	21%		

The increase in non-GAAP income from operations is consistent with the overall increase in revenue of 14% and is principally attributable to the growth in gross profit in our subscriptions and services operations as discussed above, partially offset by investments, in the form of non-billable implementation hours, we made during 2011 in early adopters of our Blackbaud CRM offering.

**Comparison of the years ended December 31, 2010 and 2009**

**Revenue**

The table below compares revenue from our statement of operations for the years ended December 31, 2010 and 2009.

(in millions)	Years ended December 31,		Change	% Change
	2010	2009		
License fees	\$ 23.7	\$ 25.7	\$ (2.0)	(8)%
Subscriptions	83.9	73.2	10.7	15%
Services	87.7	87.2	0.5	1%
Maintenance	124.6	116.4	8.2	7%
Other	6.7	7.0	(0.3)	(4)%
<b>Total revenue</b>	<b>\$ 326.6</b>	<b>\$ 309.5</b>	<b>\$ 17.1</b>	<b>6%</b>

The total revenue increased \$17.1 million, or 6% in 2010 compared to 2009. The increase in revenue is primarily attributable to growth in our subscriptions and maintenance revenue. The increase in subscriptions revenue is primarily attributable to an increase in demand for our hosted offerings, hosting services, online fundraising and data management offerings. This increase has been driven, in part, by the ongoing evolution of our product offerings from a license-based to subscription-based business model. The increase in maintenance revenue is attributable to new maintenance contracts associated with new license agreements sold over the last twelve months and increases in contracts with existing customers. These increases are offset by a decrease in license fees which is principally attributable to a smaller contribution in 2010 from Blackbaud CRM perpetual license arrangements with upfront revenue recognition. Additionally, we continue to experience a shift in our customers’ buying preference away from perpetual licenses towards hosted solutions.

**Blackbaud, Inc.****Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)****Operating results****License fees**

(in millions)	Years ended December 31,		Change	% Change
	2010	2009		
License fees revenue	\$ 23.7	\$ 25.7	\$ (2.0)	(8)%
Cost of license fees	3.0	3.7	(0.7)	(19)%
License fees gross profit	\$ 20.7	\$ 22.0	\$ (1.3)	(6)%
License fees gross margin	87%	86%		

During 2010, revenue from license fees to existing customers increased \$0.8 million and sales to new customers decreased by \$2.8 million. The decrease in license fees is largely the result of a smaller contribution in 2010 from Blackbaud CRM sales with upfront revenue recognition when compared with 2009 and the continued shift in our customers' buying preference away from solutions offered under perpetual license arrangements towards subscription-based hosted applications.

The decrease in cost of license fees in 2010 compared to 2009 is primarily attributable to lower third-party software royalty costs, which is directly the result of the reduction in sales of perpetual licenses in 2010 when compared with 2009.

The increase in license fee gross margin in 2010 compared to 2009 is the result of a change in the mix of products sold. During 2010, we sold fewer products with associated third-party software royalty costs.

**Subscriptions**

(in millions)	Years ended December 31,		Change	% Change
	2010	2009		
Subscriptions revenue	\$ 83.9	\$ 73.2	\$ 10.7	15%
Cost of subscriptions	31.2	28.2	3.0	11%
Subscriptions gross profit	\$ 52.7	\$ 45.0	\$ 7.7	17%
Subscriptions gross margin	63%	61%		

The increase in subscriptions revenue during 2010 is principally attributable to the increase in demand for online fundraising offerings, data management offerings and hosting services. We continue to experience growth in our hosted applications business and are increasingly experiencing a shift in our customers' buying preference away from perpetual licenses towards subscription based-offerings. Additionally, revenue from our hosting services continues to increase as demand for these services continues to grow from both our existing and new perpetual license customers.

The increase in cost of subscriptions in 2010 when compared to 2009 is principally due to an increase in human resource costs of \$2.1 million as a result of an increase in headcount. Data expense and hosting costs also increased resulting from an increase in the demand for hosting and other online services.

The subscriptions gross margin increased during 2010 due to the increase in demand of our subscription-based offerings and our ability to support the growth in demand without increasing costs.

**Blackbaud, Inc.****Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)****Services**

(in millions)	Years ended December 31,		Change	% Change
	2010	2009		
Services revenue	\$ 87.7	\$ 87.2	\$ 0.5	1%
Cost of services	66.8	61.6	5.2	8%
Services gross profit	\$ 20.9	\$ 25.6	\$ (4.7)	(18)%
Services gross margin	24%	29%		

The increase in services revenue during 2010 when compared to 2009 is principally attributable to an increase in consulting services revenue of \$2.1 million and analytic services of \$0.4 million, partially offset by a decrease in education services revenue of \$2.0 million. The increase in consulting services revenue is largely due to an increase in the demand for consulting services associated with our Blackbaud CRM offering and our internet-based fundraising offerings. The increase in consulting services revenue resulting from an increase in volume was partially offset by an increase in our investment, in the form of non-billable implementation hours, in early adopters of our Blackbaud CRM offering and a reduction in the rates we charge as a result of a higher level of discounts on the consulting services provided during 2010 compared to 2009. The rates we charge for our education and analytic service offerings have remained relatively constant year over year and, as such, the change in revenue is principally the result of a change in the volume of services provided.

The increase in cost of services in 2010 is primarily attributable to an increase in human resource costs of \$3.8 million, third-party contractor costs of \$1.8 million and stock-based compensation expense of \$0.3 million, partially offset by a decrease in training-related costs and data expense of \$0.8 million. The increase in costs is principally attributable to the need for additional resource capacity to meet the increasing consulting services demands of our customers.

The services gross margin decreased in 2010 compared to 2009 primarily as a result of investments made in the form of non-billable implementation hours for the benefit of early adopters of our Blackbaud CRM offering and additional headcount to meet the increasing consulting services demands of our customers.

**Maintenance**

(in millions)	Years ended December 31,		Change	% Change
	2010	2009		
Maintenance revenue	\$ 124.6	\$ 116.4	\$ 8.2	7%
Cost of maintenance	24.1	21.6	2.5	12%
Maintenance gross profit	\$ 100.5	\$ 94.8	\$ 5.7	6%
Maintenance gross margin	81%	81%		

During 2010, the increase in maintenance revenue is principally comprised of \$8.9 million of maintenance from new customers associated with new license agreements and increases in contracts with existing customers and \$3.3 million from maintenance contract inflationary rate adjustments, offset by \$4.1 million from maintenance contracts that were not renewed.

The increase in cost of maintenance in 2010 when compared to 2009 is principally attributable to an increase in human resource costs of \$1.4 million and third-party royalty costs of \$1.2 million. Human resource costs increased due to salary merit increases and an increase in headcount associated with the continued growth in our

**Blackbaud, Inc.****Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)**

customer support function commensurate with maintenance revenue growth. The increase in third-party royalty costs is attributable to increases in maintenance contracts with new and existing customers for software products which include third-party software arrangements.

**Other revenue**

(in millions)	Years ended December 31,		Change	% Change
	2010	2009		
Other revenue	\$ 6.7	\$ 7.0	\$ (0.3)	(4)%
Cost of other revenue	7.1	6.1	1.0	16%
Other gross profit	\$ (0.4)	\$ 0.9	\$ (1.3)	(144)%
Other gross margin	(6)%	13%		

The decrease in other revenue in 2010 when compared to 2009 is principally due to a decrease in reimbursable travel revenue related to providing services at customer locations.

The increase in the cost of other revenue in 2010 when compared to 2009 is principally attributable to an increase in the cost of our principal user conference resulting from a shift in venue that would allow us to host more customers and prospects.

Other gross margin decreased in 2010 when compared to 2009. While we had fewer user conferences in 2010 as compared to 2009, we made greater investments in the 2010 user conferences when compared to 2009, which is driving the decrease in other gross margin.

**Operating expenses****Sales and marketing**

(in millions)	Years ended December 31,		Change	% Change
	2010	2009		
Sales and marketing expense	\$ 69.5	\$ 63.5	\$ 6.0	9%
% of revenue	21%	21%		

During 2010, sales and marketing expense increased when compared to 2009 primarily due to an increase of \$2.8 million in commission expense. The increase in commission expense is principally attributable to higher commission rates due to under-achievement of plans in 2009, and an increase in commissionable revenue in 2010. Additionally, human resource costs increased by \$1.4 million as a result of additional headcount and salary merit increases. The remaining increase is primarily due to an increase of \$1.9 million in travel and other marketing expenses as a result of increased investment in selling and marketing programs to support both our new and newly packaged offerings.

**Research and development**

(in millions)	Years ended December 31,		Change	% Change
	2010	2009		
Research and development expense	\$ 45.5	\$ 45.5	\$ —	0%
% of revenue	14%	15%		

**Blackbaud, Inc.**

**Item 7. Management’s discussion and analysis of financial condition and results of operations—(Continued)**

During 2010, human resource and third party costs increased by \$0.9 million, all of which was offset by an increase in costs allocated to cost of services commensurate with the development efforts supporting product customizations under revenue generating arrangements. Human resource and third-party contractor costs have increased as we continue to invest in our product development efforts.

The decrease in research and development expense as a percentage of revenue during 2010 compared to the same period in 2009 is principally attributable to an increase in costs allocated to cost of services commensurate with the development efforts supporting product customizations under revenue generating arrangements.

**General and administrative**

(in millions)	Years ended December 31,		Change	% Change
	2010	2009		
General and administrative expense	\$ 32.6	\$ 33.4	\$ (0.8)	(2)%
% of revenue	10%	11%		

During 2010, the decrease in general and administrative expense and general and administrative expense as a percentage of revenue was principally due to a decrease in human resource costs of \$1.8 million and bad debt expense of \$0.3 million partially offset by \$1.0 million in acquisition expenses relating to NOZA. The decrease in human resource costs is primarily due to a decrease in headcount resulting from consolidation and centralization efforts in the second half of 2009 and first quarter of 2010 of our accounting function from acquisitions in prior years.

**Non-GAAP income from operations**

The operating results analyzed below are presented on a non-GAAP basis in that the results exclude the impact of stock-based compensation expense, amortization expense, acquisition-related expenses, impairment of cost method investment and gain on sale of assets. We believe that the exclusion of these costs allows us and investors to better understand our operating expenses and cash needs, particularly when evaluating current performance against prior periods.

(in millions)	Years ended December 31,		Change	% Change
	2010	2009		
GAAP income from operations	\$ 46.0	\$ 45.2	\$ 0.8	2%
Non-GAAP adjustments:				
Add: Kintera deferred revenue writedown	—	3.4	(3.4)	(100)%
Add: Stock-based compensation expense	13.1	12.4	0.7	6%
Add: Amortization of intangibles from business combinations	7.1	7.2	(0.1)	(1)%
Add: Acquisition-related expenses	1.0	—	1.0	0%
Total Non-GAAP adjustments	21.2	23.0	(1.8)	(8)%
Non-GAAP income from operations	\$ 67.2	\$ 68.2	\$ (1.0)	(1)%
Non-GAAP operating margin	21%	22%		

The decrease in non-GAAP income from operations and operating margin is principally attributable to the investments, in the form of non-billable implementation hours, we made during 2010 in early adopters of our Blackbaud CRM offering, partially offset by the decrease in general and administrative expenses resulting from consolidation and centralization efforts of our accounting function.

**Blackbaud, Inc.****Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)****Income tax provision**

Following is our effective tax rate for the years ended December 31:

	2011	2010	2009
Effective tax rate	35.2%	36.5%	38.9%

The effective tax rate in 2011 decreased due to the change in our valuation allowance. In 2011, we reversed \$1.0 million of valuation allowance for certain state net operating loss carryforwards in connection with the completion of certain state tax planning strategies. The effective tax rate in 2010 decreased when compared to 2009 because we received a greater amount of federal and state tax credits in 2010.

We record our deferred tax assets and liabilities at an amount based upon a U.S. federal income tax rate of 35.0% and appropriate statutory tax rates of various foreign, state and local jurisdictions in which we operate. If our tax rates change in the future, we would adjust our deferred tax assets and liabilities to an amount reflecting those income tax rates. Any change will affect the provision for income taxes during the period that the determination is made.

The following table reconciles the amounts of unrecognized tax benefits for the years ended December 31:

(in millions)	2011	2010	2009
Balance at beginning of year	\$ 1.4	\$ 1.2	\$ 0.3
Increases from prior period positions	0.1	0.1	0.4
Increases from current period positions	0.3	0.3	0.5
Lapse of statute of limitations	—	(0.2)	—
Balance at end of year	\$ 1.8	\$ 1.4	\$ 1.2

The amount of unrecognized tax benefits that, if recognized, would favorably affect our effective tax rate was \$1.8 million at December 31, 2011. The total amount of accrued interest and penalties included in the consolidated balance sheet as of December 31, 2011 and 2010 was \$0.2 million and \$0.1 million, respectively. The total amount of interest and penalties included in the consolidated statement of operations for 2011 and 2010 was \$0.1 million and \$0.2 million, respectively, of an increase in income tax expense for 2011 and a decrease in income tax expense for 2010. The total amount of interest and penalties included in the consolidated statement of operations for 2009 was immaterial.

We have taken positions in certain taxing jurisdictions related to state nexus issues for which it is reasonably possible that the total amount of unrecognized tax benefits may decrease within the next twelve months. The possible decrease could result from the finalization of state income tax reviews and the expiration of statutes of limitations. The reasonably possible decrease is not material at December 31, 2011.

We file income tax returns in the U.S. for federal and various state jurisdictions as well as in foreign jurisdictions including Canada, United Kingdom, Australia and Netherlands. We are generally subject to U.S. federal income tax examination for calendar tax years ending 2008 through 2010 as well as state and foreign income tax examinations for various years depending on statute of limitations of those jurisdictions.

**Liquidity and capital resources**

At December 31, 2011, cash and cash equivalents totaled \$52.5 million, compared to \$28.0 million at December 31, 2010. The \$24.5 million increase in cash and cash equivalents during 2011 is principally the result

**Blackbaud, Inc.**

**Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)**

of generating \$85.5 million of cash from operations, of which we used \$23.4 million to acquire companies, \$21.4 million to pay dividends and \$18.2 million to purchase equipment.

Our principal source of liquidity has historically been our operating cash flow, which depends on continued customer renewal of our maintenance, support and subscription agreements and market acceptance of our products and services. Based on current estimates of revenue and expenses, we believe that the currently available cash and anticipated cash flows from operations will be adequate for at least the next twelve months to finance our operations, fund anticipated capital expenditures and pay dividends. Dividend payments are not guaranteed and our Board of Directors may decide, in its absolute discretion, at any time and for any reason, not to declare or pay further dividends. Our stock repurchase program authorizes us to purchase up to \$50.0 million of our outstanding shares of common stock. Repurchases of common stock are not guaranteed and can be limited at the discretion of our Board of Directors.

At December 31, 2011, we had no outstanding borrowings under our former credit facility and were in compliance with the covenants thereunder. We drew on our credit facility from time to time to help us meet short-term financial needs, such as business acquisitions and purchase of common stock under our repurchase program. In February 2012, we amended and restated our credit facility to increase the available borrowing capacity to \$325.0 million. The amended credit facility matures in February 2017. We expect to incur a substantial amount of debt in connection with the proposed acquisition of Convio. We believe our amended credit facility provides us liquidity to acquire Convio, and also with sufficient flexibility to meet our other anticipated financial needs.

At December 31, 2011, our total cash and cash equivalent balance includes \$11.3 million of cash held by operations outside of the U.S. If these funds are needed for our operations in the U.S., we would be required to accrue and pay U.S. taxes to repatriate these funds. Our current plans do not demonstrate a need to repatriate them to fund our U.S. operations.

*Operating cash flow*

Throughout both years, our cash flows from operations were derived principally from: (i) our earnings from on-going operations prior to non-cash expenses such as depreciation, amortization and stock-based compensation and adjustments to our provision for sales returns and allowances; (ii) the tax benefit associated with our deferred tax asset, which reduces our cash outlay for income tax expense; and (iii) changes in our working capital.

Working capital changes are comprised of changes in accounts receivable, prepaid expenses and other assets, accounts payable, accrued expenses, accrued liabilities and deferred revenue. Cash flow provided by operations that was associated with working capital increased \$15.6 million in 2011 when compared to 2010. The net increase is principally due to:

- An increase in cash flow from accounts receivable of \$4.1 million, primarily due to an improvement in our collection of accounts receivable as a result of an increase in the use of auto-pay programs by our customers; and
- A year-over-year increase in cash flow of \$14.1 million due to fluctuations in the timing of cash paid for income taxes; partially offset by
- A decrease in cash flow of \$2.6 million primarily due to the timing of payments of prepaid costs.

The provision for doubtful accounts and sales returns increased \$2.9 million during 2011 when compared to 2010. The increase is principally due to an increase in credits related to consulting services associated with early adopters of Blackbaud CRM and other customer credits provided in the ordinary course of business that have increased commensurate with our growth in sales.

**Blackbaud, Inc.****Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)***Investing cash flow*

Net cash used in 2011 for investing activities was \$41.7 million compared to \$18.4 million in 2010. This increase is due to the purchase of PIDI and EDH. Additionally, we increased the amount spent on software and computer equipment associated with the infrastructure that supports our subscription-based offerings from \$10.8 million in 2010 to \$18.2 million in 2011.

*Financing cash flow*

During 2011, cash used for financing activities was principally attributable to \$21.4 million of dividend payments to stockholders. We did not have any borrowings or repayments under our former credit facility and we did not repurchase any treasury shares during 2011. During 2010, cash used for financing activities was principally attributable to \$22.6 million of treasury share repurchases and \$19.5 million of dividend payments to stockholders.

*Commitments and contingencies*

As of December 31, 2011, we had future minimum lease commitments of \$63.9 million as follows:

(in millions)	Payments due by period				
	Total	Less than 1 year	1-2 years	3-5 years	More than 5 years
Operating leases	\$63.9	\$ 7.2	\$ 6.1	\$ 15.5	\$ 35.1

Our commitments related to operating leases have not been reduced by the future minimum lease commitments under sublease agreements that expire in 2014 and reimbursement of leasehold improvements totaling \$3.8 million. As of December 31, 2011, we had accrued \$1.6 million of federal taxes, \$0.2 million of state taxes and \$0.1 million of interest and penalties related to uncertain tax positions taken in current and prior years. Please refer to Note 11 in our notes to the consolidated financial statements for further information. We are unable to determine the period in which these liabilities will be settled, and accordingly, we have not included these amounts in the table above.

We utilize third-party relationships in conjunction with our products. The contractual arrangements vary in length from one to three years. In certain cases, these arrangements require a minimum annual purchase commitment. The total minimum annual purchase commitments under these arrangements at December 31, 2011, are approximately \$8.1 million through 2013, which is not included in the table above. We incurred expense under these arrangements of \$6.8 million, \$4.1 million and \$2.5 million for the years ended December 31, 2011, 2010 and 2009, respectively.

In February 2012, our Board of Directors approved our annual dividend of \$0.48 per share for 2012 and declared a first quarter dividend of \$0.12 per share payable on March 15, 2012, to stockholders of record on March 5, 2012. Dividends at the annual rate would aggregate to \$21.1 million, assuming 44.0 million shares of common stock are outstanding, net of treasury stock. Our ability to continue to declare and pay dividends may be restricted by, among other things, the terms of our credit facility, general economic conditions and our ability to generate operating cash flow.

**Off-balance sheet arrangements**

We do not have any off-balance sheet arrangements, financings or other relationships with unconsolidated entities or other persons.



**Blackbaud, Inc.**

**Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)**

**Foreign currency exchange rates**

Approximately 14% of our total net revenue for the year ended December 31, 2011, was derived from operations outside the United States. We do not have significant operations in countries in which the economy is considered to be highly inflationary. Our consolidated financial statements are denominated in U.S. dollars and, accordingly, changes in the exchange rates between foreign currencies and the U.S. dollar will affect the translation of our subsidiaries' financial results into U.S. dollars for purposes of reporting our consolidated financial results. The accumulated currency translation adjustment, recorded as a separate component of stockholders' equity, was a loss of \$1.1 million and \$0.8 million at December 31, 2011 and 2010, respectively.

The vast majority of our contracts are entered into by our U.S. entities. The contracts entered into by the U.S. entities are almost always denominated in U.S. dollars, contracts entered into by our Canadian subsidiary are generally denominated in Canadian dollars, and contracts entered into by our U.K., Australian and Netherlands subsidiaries are generally denominated in pounds sterling, Australian dollars and Euros, respectively. Historically, as the U.S. dollar weakened, foreign currency translation resulted in an increase in our revenues and expenses denominated in non-U.S. currencies. We do not believe our exposure to currency exchange rates has had a material impact on our results of operations or financial position and therefore we do not hedge any foreign currency risk; however, we intend to continue to monitor our foreign currency exchange rate exposure and take action as appropriate.

**Critical accounting policies and estimates**

Our discussion and analysis of financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses and related disclosures of contingent assets and liabilities. On an ongoing basis, we reconsider and evaluate our estimates and assumptions, including those that impact revenue recognition, our allowance for sales returns and doubtful accounts, valuation of long-lived and intangible assets and goodwill, stock-based compensation and provision for income taxes, valuation of deferred tax assets and liabilities and contingencies.

We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results could differ from any of our estimates under different assumptions or conditions. We believe the critical accounting policies listed below affect significant judgments and estimates used in the preparation of our consolidated financial statements.

*Revenue recognition*

Our revenue is primarily generated from the following sources: (1) selling perpetual licenses of our software products; (2) charging for the use of our software products in a hosted environment; (3) providing professional services including implementation, training, consulting, analytic, hosting and other services; and (4) providing software maintenance and support services.

License fees

We recognize revenue from the sale of perpetual software license rights when all of the following conditions are met:

- Persuasive evidence of an arrangement exists;
- The product has been delivered;

**Blackbaud, Inc.**

**Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)**

- The fee is fixed or determinable; and
- Collection of the resulting receivable is probable.

We deem acceptance of an agreement to be evidence of an arrangement. Delivery occurs when the product is shipped or transmitted, and title and risk of loss have transferred to the customers. Our typical license agreement does not include customer acceptance provisions; however, if acceptance provisions are provided, delivery is deemed to occur upon acceptance. We consider the fee to be fixed or determinable unless the fee is subject to refund or adjustment or is not payable within our standard payment terms. Payment terms greater than 90 days are considered to be beyond our customary payment terms. Collection is deemed probable if we expect that the customer will be able to pay amounts under the arrangement as they become due. If we determine that collection is not probable, we defer revenue recognition until collection.

We sell software licenses with maintenance, varying levels of professional services and, in certain instances, with hosting services. We allocate revenue to delivered components, normally the license component of the arrangement, using the residual value method based on objective evidence of the fair value of the undelivered elements, which is specific to us. Fair value for maintenance services associated with software licenses is based upon renewal rates stated in the agreements with customers, which vary according to the level of support service provided under the maintenance program. Fair value of professional services and other products and services is based on sales of these products and services to other customers when sold on a stand-alone basis. When a software license is sold with software customization services, generally the services are to provide customer support for assistance in creating special reports and other enhancements that will assist with efforts to improve operational efficiency and/or to support business process improvements. These services are not essential to the functionality of the software. However, when software customization services are considered essential to the functionality of the software, we recognize revenue for both the software license and the services on a percent-complete basis.

Subscriptions

We provide hosting services to customers who have purchased perpetual rights to certain of our software products (hosting services). Revenue from hosting services, as well as data enrichment services, data management services and online training programs is recognized ratably over the service period of the contract, which generally ranges from one to three years, upon deployment and use of the service. Any related set-up fees are recognized ratably over the estimated period that the customer benefits from the related fees.

We make certain of our software products available for use in hosted application arrangements without licensing perpetual rights to the software (hosted applications). Revenue from hosted applications is recognized over the subscription service period, which generally ranges from one to three years, upon deployment and use of the hosted application. Any related upfront activation, set-up or implementation fees are recognized ratably over the estimated period that the customer benefits from the related fees. Direct and incremental costs relating to activation, set-up and implementation for hosted applications are capitalized until the hosted application is deployed and in use, and then expensed over the estimated period that the customer benefits from the related fees.

For arrangements that have multiple elements and do not include software licenses, we allocate arrangement consideration at the inception of the arrangement to those elements that qualify as separate units of accounting. The arrangement consideration is allocated to the separate units of accounting based on relative selling price

**Blackbaud, Inc.**

**Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)**

method in accordance with the selling price hierarchy, which includes: (i) vendor specific objective evidence (VSOE) if available; (ii) third party evidence (TPE) if VSOE is not available; and (iii) best estimate of selling price if neither VSOE nor TPE is available. In general, we use VSOE to allocate the selling price to subscription and service deliverables.

Revenue from transaction processing fees is recognized when received. Credit card fees directly associated with processing donations for customers are included in subscriptions revenue, net of related transaction costs.

Services

We generally bill consulting, installation and implementation services based on hourly rates plus reimbursable travel-related expenses. Revenue is recognized for these services over the period the services are performed.

We recognize analytic services revenue from donor prospect research engagements, the sale of lists of potential donors, benchmarking studies and data modeling service engagements upon delivery.

We sell training at a fixed rate for each specific class, at a per attendee price or at a packaged price for several attendees, and revenue is recognized only upon the customer attending and completing training. Additionally, we sell fixed-rate programs, which permit customers to attend unlimited training over a specified contract period, typically one year, subject to certain restrictions, and revenue is recognized ratably over this contract period.

Maintenance

We recognize revenue from maintenance services ratably over the contract term, which is typically one year. Maintenance contracts are at rates that vary according to the level of the maintenance program and are generally renewable annually. Maintenance contracts also include the right to unspecified product upgrades on an if-and-when available basis. Certain support services are sold in prepaid units of time and recognized as revenue upon their usage.

Deferred revenue

To the extent that our customers are billed or pay for the above described services in advance of delivery, we record such amounts in deferred revenue.

*Sales returns and allowance for doubtful accounts*

We provide customers a 30-day right of return and under certain circumstances we provide service related credits to our customers. We maintain a reserve for returns and credits which is estimated based on several factors including historical experience, known credits yet to be issued and the nature of service level commitments. A considerable amount of judgment is required in assessing these factors. Provisions for sales returns are charged against the related revenue items.

We maintain an allowance for doubtful accounts at an amount we estimate to be sufficient to provide adequate protection against losses resulting from extending credit to our customers. In judging the adequacy of the allowance for doubtful accounts, we consider multiple factors including historical bad debt experience, the general economic environment, the need for specific customer reserves and the aging of our receivables. A considerable amount of judgment is required in assessing these factors and if any receivables were to deteriorate, an additional provision for doubtful accounts could be required. Any necessary provision is reflected in general and administrative expense.

**Blackbaud, Inc.**

**Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)**

*Valuation of long-lived and intangible assets and goodwill*

We review identifiable intangible and other long-lived assets for impairment when events change or circumstances indicate the carrying amount may not be recoverable. Events or changes in circumstances that indicate the carrying amount may not be recoverable include, but are not limited to, a significant decrease in the market value of the business or asset acquired, a significant adverse change in the extent or manner in which the business or asset acquired is used or significant adverse change in the business climate. If such events or changes in circumstances occur, we use the undiscounted cash flow method to determine whether the asset is impaired. Cash flows would include the estimated terminal value of the asset and exclude any interest charges. To the extent that the carrying value of the asset exceeds the undiscounted cash flows over the estimated remaining life of the asset, we measure the impairment using discounted cash flows. The discount rate utilized would be based on our best estimate of our risks and required investment returns at the time the impairment assessment is made.

Goodwill is assigned to our five reporting units, which are defined as our four operating segments (see Note 15 to our consolidated financial statements), and Blackbaud Payment Processing Services. We test goodwill for impairment annually, or more frequently if events or changes in circumstances indicate that the asset might be impaired. We first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. To the extent the qualitative factors indicate that the fair value is more likely than not less than the carrying amount, we then compare the fair value of the reporting unit with its carrying amount. If the carrying amount exceeds its fair value, impairment is indicated. If an impairment is indicated, the impairment is measured as the excess of the recorded goodwill over its fair value, which could materially adversely impact our consolidated financial position and results of operations. Significant judgment is required in the assessment of qualitative factors.

We estimate fair value for each reporting unit based on projected future cash flows discounted using our weighted average cost of capital. A number of significant assumptions and estimates are involved in estimating the fair value of each reporting unit, including revenue growth rates, operating margins, capital spending, discount rate, and working capital changes. Additionally, we make certain judgments and assumptions in allocating assets and liabilities to determine the carrying values for each of our reporting units. We believe the assumptions we use in estimating fair value of our reporting units are reasonable, but are also unpredictable and inherently uncertain. Actual future results may differ from those estimates. The 2011 annual impairment test of our goodwill indicated there was no impairment.

*Stock-based compensation*

We measure stock-based compensation cost at the grant date based on the fair value of the award and is recognized as expense over the requisite service period, which is the vesting period. We determine the fair value of the stock options, stock appreciation rights and certain performance-based restricted stock units using option pricing models, which requires us to use significant judgment to make estimates regarding the life of the award, volatility of our stock price, the risk-free interest rate and the dividend yield of our stock over the life of the award. Changes to these estimates would result in different fair values of awards.

We estimate the number of awards that will be forfeited and recognize expense only for those awards that ultimately vest. Significant judgment is required in determining the adjustment to compensation expense for estimated forfeitures. Compensation expense in a period could be impacted, favorably or unfavorably, by differences between forfeiture estimates and actual forfeitures.

**Blackbaud, Inc.**

**Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)**

*Provision for income tax and valuation of deferred tax assets*

We account for income taxes using the asset and liability approach to recognize deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements or income tax returns. Using the enacted tax rates in effect for the year in which we expect the differences to reverse, we determine deferred tax assets and liabilities based on the differences between the financial reporting and the tax basis of an asset or liability. We record a valuation allowance when it is more likely than not that the deferred tax asset will not be realized.

Significant judgment is required in determining income taxes in each of the jurisdictions in which we operate. This process involves estimating our actual current tax exposure together with assessing temporary differences resulting from differing treatment of items, such as deferred revenue, for tax and accounting purposes. These differences result in a net deferred tax asset or liability that is included in our consolidated balance sheets. The final outcome of these matters for tax reporting purposes might be different than that which is reflected in our historical income tax provisions, benefits and accruals. Any difference could have a material effect on our income tax provision and net income in the period in which such a determination is made.

Prior to October 13, 1999, we were organized as an S corporation under the Internal Revenue Code and, therefore, were not subject to federal income taxes. In addition, we were not subject to income tax in many of the states in which we operated as a result of our S corporation status. We historically made distributions to our stockholders to cover the stockholders' anticipated tax liability. In connection with our 1999 recapitalization, we converted our U.S. taxable status from an S corporation to a C corporation. Accordingly, since October 14, 1999 we have been subject to federal and state income taxes. Upon the conversion and in connection with the recapitalization, we recorded a one-time benefit of \$107.0 million to establish a deferred tax asset.

We assess the likelihood that our deferred tax assets will be recovered from future taxable income. To the extent we believe that recovery is not likely, we establish a valuation allowance. To the extent we establish a valuation allowance, we include an expense within the income tax provision in the consolidated statement of operations. Our valuation allowance of \$10.1 million at December 31, 2011 is primarily associated with deferred tax assets for certain state income tax credits, net operating loss carryforwards and capital loss carryforwards that we have determined are not more-likely-than-not to be realized. The ability to utilize our net deferred tax asset is dependent on our ability to generate future taxable income. Based on current estimates of revenue and expenses, we expect future taxable income will be sufficient to realize the remaining deferred tax assets. Even if actual results are significantly below our current estimates, the recovery still remains likely and, except for the state tax credits and net operating loss carryforwards discussed above, no valuation allowance would be necessary.

Significant judgment is required in determining the provision for income taxes. To the extent that final results differ from estimated amounts that were initially recorded, such differences will impact the income tax provision in the period in which such determination is made and could have an impact on the deferred tax asset. Our deferred tax assets and liabilities are recorded at an amount based upon a U.S. federal income tax rate of 35.0% and appropriate statutory rates of various foreign, state and local jurisdictions in which we operate. If our tax rates change, we will adjust our deferred tax assets and liabilities to an amount reflecting those income tax rates. If such change is determined to be appropriate, it will affect the provision for income taxes during the period that the determination is made.

We recognize the tax impact from an uncertain tax position only if it is more-likely-than-not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. Such tax impact recognized in the consolidated financial statements from such a position is measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate resolution. Significant judgment is required in the identification and measurement of uncertain tax positions.

**Blackbaud, Inc.**

**Item 7. Management's discussion and analysis of financial condition and results of operations—(Continued)**

*Contingencies*

We are subject to the possibility of various loss contingencies in the normal course of business. We record an accrual for a contingency when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Often these issues are subject to substantial uncertainties and, therefore, the probability of loss and the estimation of damages are difficult to ascertain. These assessments can involve a series of complex judgments about future events and can rely heavily on estimates and assumptions that have been deemed reasonable by us. Although we believe we have substantial defenses in these matters, we could incur judgments or enter into settlements of claims that could have a material adverse effect on our consolidated financial position, results of operations or cash flows in any particular period.

**Recently adopted accounting pronouncements**

Effective January 1, 2011, we adopted Accounting Standards Update (ASU) 2009-13, which amends the existing criteria for separating consideration in multiple-deliverable arrangements. Arrangements that include perpetual software licenses are excluded from the scope of this ASU. ASU 2009-13 establishes a hierarchy for determining the selling price of a deliverable and requires the use of best estimate of the selling price when VSOE or TPE of the selling price cannot be determined. As a result of the requirement to use the best estimate of the selling price when VSOE or TPE of the selling price cannot be determined, the residual method will no longer be permitted. ASU 2009-13 is applicable prospectively for revenue arrangements entered into or materially modified after the adoption date. The adoption of ASU 2009-13 did not have a material impact on our consolidated financial statements.

Effective December 31, 2011, we adopted ASU 2011-08, which simplifies how entities test goodwill for impairment. ASU 2011-08 permits an entity to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test. The adoption of ASU 2011-08 did not have a material impact on our consolidated financial statements.

**Recently issued accounting pronouncements**

In June 2011, the FASB issued ASU 2011-05, which (1) eliminates the option to present components of other comprehensive income, or OCI, as part of the statement of changes in stockholders' equity, (2) requires the presentation of each component of net income and each component of OCI either in a single continuous statement or in two separate but consecutive statements and (3) also requires presentation of reclassification adjustments on the face of the financial statements. We are required to adopt ASU 2011-05 on January 1, 2012. We do not believe the adoption of ASU 2011-05 will have a material effect on our consolidated financial statements.

**Cautionary statement**

We operate in a highly competitive environment that involves a number of risks, some of which are beyond our control. The following statement highlights some of these risks.

Statements contained in this Form 10-K that are not historical facts, are or might constitute forward-looking statements under the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Although we believe the expectations reflected in such forward-looking statements are based on reasonable assumptions, we can give no assurance that our expectations will be attained. Forward-looking statements involve known and unknown risks that could cause actual results to differ materially from expected results. Factors that could cause

**Blackbaud, Inc.**

**Item 7. Management’s discussion and analysis of financial condition and results of operations—(Continued)**

actual results to differ materially from our expectations expressed in the report include: risks related to the proposed Convio acquisition; general economic risk; uncertainty regarding increased business and renewals from existing customers; continued success in sales growth; lengthy sales and implementation cycles, particularly in larger organizations; risk associated with successful implementation of multiple integrated software products; technological changes that make our products and services less competitive; the ability to attract and retain key personnel; risks related to our dividend policy and stock repurchase program, including potential limitations on our ability to grow and the possibility that we might discontinue payment of dividends; risks relating to increased borrowing and restrictions imposed by the credit facility; management of integration of recently acquired companies and other risks associated with acquisitions; risks associated with management of growth; and the other risk factors set forth from time to time in our SEC filings.

**Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Due to the nature of our short-term investments and the lack of material debt, we have concluded at December 31, 2011, that we did not face material market risk exposure. Therefore, no quantitative tabular disclosures are required. For a discussion of our exposure to foreign currency exchange rate fluctuations, see the “Foreign currency exchange rates” section of Management’s discussion and analysis of financial condition and results of operations in this report.

**Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

The information required by this Item is set forth in the consolidated financial statements and notes thereto beginning at page F-1 of this report.

**Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**Item 9A. CONTROLS AND PROCEDURES**

**Evaluation of disclosure controls and procedures**

Disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e) and 15d-15(e)) are designed only to provide reasonable assurance that they will meet their objectives. As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures pursuant to Exchange Act Rule 13a-15. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures are effective to provide the reasonable assurance discussed above.

**Changes in internal control over financial reporting**

No change in internal control over financial reporting occurred during the most recent fiscal quarter with respect to our operations, which has materially affected, or is reasonably likely to materially affect, internal control over financial reporting.

**Management’s report on internal control over financial reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act). Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP. Our internal control over financial reporting includes those policies and procedures that: (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. GAAP, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on the financial statements.

Our management conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2011, based on the framework in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management concluded that our internal control over financial reporting was effective as of December 31, 2011.



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[Table of Contents](#)

The effectiveness of our internal control over financial reporting as of December 31, 2011, has been audited by our independent registered public accounting firm, as stated in their attestation report, which is included herein.

**Item 9B. OTHER INFORMATION**

None.

**PART III**

**Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The information required by Item 10 with respect to Directors and Executive Officers is incorporated by reference from the information under the captions “Election of Directors,” “Information Regarding Matters of the Board and Committees,” “Section 16(a) Beneficial Ownership Reporting Compliance,” and “Code of Business Conduct and Ethics and Code of Ethics,” contained in Blackbaud’s Proxy Statement for the 2012 Annual Meeting of Stockholders expected to be held on June 20, 2012, except for the identification of executive officers of the Registrant which is set forth in Part I of this report.

**Item 11. EXECUTIVE COMPENSATION**

The information required by Item 11 is incorporated by reference from the information under the caption “Executive Compensation and Other Matters,” “Compensation Discussion and Analysis” and “Summary Compensation Table” contained in Blackbaud’s Proxy Statement for the 2012 Annual Meeting of Stockholders expected to be held on June 20, 2012.

**Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information required by Item 12 is incorporated by reference from information under the captions “Security Ownership of Certain Beneficial Owners and Management” and “Equity Compensation Plan Information” contained in Blackbaud’s Proxy Statement for the 2012 Annual Meeting of Stockholders expected to be held on June 20, 2012.

**Item 13. CERTAIN RELATIONSHIPS, RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE**

The information required by Item 13 is incorporated by reference from the information under the caption “Transactions with Related Persons,” and “Independence of Directors” contained in Blackbaud’s Proxy Statement for the 2012 Annual Meeting of Stockholders expected to be held on June 20, 2012.

**Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The information required by Item 14 is incorporated by reference from the information under the caption “Audit Committee Report,” contained in Blackbaud’s Proxy Statement for the 2012 Annual Meeting of Stockholders expected to be held on June 20, 2012.

**PART IV**

**Item 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

(a) *Financial statements*

The following statements are filed as part of this report:

	<u>Page</u>
<a href="#">Report of independent registered public accounting firm</a>	F-2
<a href="#">Consolidated balance sheets as of December 31, 2011 and 2010</a>	F-3
<a href="#">Consolidated statements of operations for the years ended December 31, 2011, 2010 and 2009</a>	F-4
<a href="#">Consolidated statements of cash flows for the years ended December 31, 2011, 2010 and 2009</a>	F-5
<a href="#">Consolidated statements of stockholders' equity and comprehensive income for the years ended December 31, 2011, 2010 and 2009</a>	F-6
<a href="#">Notes to consolidated financial statements</a>	F-7

Schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements thereto.

(b) *Exhibits*

Exhibit Number	Description of Document	Filed In			Filed Herewith
		Registrant's Form	Dated	Exhibit Number	
2.1	Agreement and Plan of Merger and Reincorporation dated April 6, 2004	S-1/A	04/06/04	2.1	
2.2	Stock Purchase Agreement dated January 16, 2007 by and among Target Software, Inc., Target Analysis Group, Inc., all of the stockholders of Target Software, Inc. and Target Analysis Group, Inc., Charles Longfield, as stockholder representative, and Blackbaud, Inc.	8-K	01/18/07	2.2	
2.3	Agreement and Plan of Merger dated as of May 29, 2008 by and among Blackbaud, Inc., Eucalyptus Acquisition Corporation and Kintera, Inc.	8-K	05/30/08	2.3	
2.4	Share Purchase Agreement dated as of April 29, 2009 between RLC Group B.V., as the Seller, and Blackbaud, Inc., as the Purchaser	10-Q	08/07/09	10.42*	
2.5	Stock Purchase Agreement dated as of February 1, 2011 by and among Public Interest Data, Inc., all for the stockholders of Public Interest Data, Inc., Stephen W. Zautke, as stockholder representative and Blackbaud, Inc.	10-Q	05/10/11	2.3*	
2.6	Agreement and Plan of Merger dated as of January 16, 2012 by and among Blackbaud, Inc., Caribou Acquisition Corporation and Convio, Inc.	8-K	01/17/12	2.4	
2.7	Stock Purchase Agreement dated as of October 6, 2011 by and among Everyday Hero Pty. Ltd., all of the stockholders of Everyday Hero Pty. Ltd., Nathan Betteridge as stockholder representative and Blackbaud Pacific Pty. Ltd.	10-K	02/29/12	2.7	X
3.4	Amended and Restated Certificate of Incorporation of Blackbaud, Inc.	DEF 14A	04/30/09		

## [Table of Contents](#)

Exhibit Number	Description of Document	Filed In			
		Registrant's Form	Dated	Exhibit Number	Filed Herewith
3.5	Amended and Restated Bylaws of Blackbaud, Inc.	8-K	03/22/11	3.4	
10.5	Trademark License and Promotional Agreement dated as of October 13, 1999 between Blackbaud, Inc. and Charleston Battery, Inc.	S-1	02/20/04	10.5	
10.6	Blackbaud, Inc. 1999 Stock Option Plan, as amended	S-1/A	04/06/04	10.6	
10.8	Blackbaud, Inc. 2001 Stock Option Plan, as amended	S-1/A	04/06/04	10.8	
10.20	Blackbaud, Inc. 2004 Stock Plan, as amended, together with Form of Notice of Stock Option Grant and Stock Option Agreement	8-K	06/20/06	10.20	
10.26	Form of Notice of Restricted Stock Grant and Restricted Stock Agreement under the Blackbaud, Inc. 2004 Stock Plan	10-K	02/28/07	10.26	
10.27	Form of Notice of Stock Appreciation Rights Grant and Stock Appreciation Rights Agreement under the Blackbaud, Inc. 2004 Stock Plan	10-K	02/28/07	10.27	
10.33	Blackbaud, Inc. 2008 Equity Incentive Plan	DEF 14A	04/29/08		
10.34	Form of Notice of Grant and Stock Option Agreement under Blackbaud, Inc. 2008 Equity Incentive Plan	S-8	08/04/08	10.34	
10.35	Form of Notice of Grant and Restricted Stock Agreement under Blackbaud, Inc. 2008 Equity Incentive Plan	S-8	08/04/08	10.35	
10.36	Form of Notice of Grant and Stock Appreciation Rights Agreement under Blackbaud, Inc. 2008 Equity Incentive Plan	S-8	08/04/08	10.36	
10.37**	Kintera, Inc. 2000 Stock Option Plan, as amended, and form of Stock Option Agreement thereunder	10-K/A	03/26/08	10.2	
10.38**	Kintera, Inc. Amended and Restated 2003 Equity Incentive Plan, as amended, and form of Stock Option Agreement thereunder	10-K/A	03/26/08	10.3	
10.39	Form of Retention Agreement	10-Q	11/10/08	10.37	
10.40	Triple Net Lease Agreement dated as of October 1, 2008 between Blackbaud, Inc. and Duck Pond Creek-SPE, LLC	8-K	12/11/08	10.37	
10.41	Blackbaud, Inc. 2009 Equity Compensation Plan for Employees from Acquired Companies	S-8	07/02/09	10.41	
10.43	Amended and Restated Employment and Noncompetition Agreement dated January 28, 2010 between Blackbaud, Inc. and Marc Chardon	8-K	02/01/10	10.43	
10.44	Credit Agreement dated as of June 17, 2011 by and among Blackbaud, Inc., as Borrower, the lenders referred to therein, and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender, with Wells Fargo Securities, LLC, J.P. Morgan Securities LLC, and SunTrust Robinson Humphrey, Inc. as Joint Lead Arrangers and Joint Book Managers	8-K	06/23/11	10.44	

[Table of Contents](#)

Exhibit Number	Description of Document	Filed In			Filed Herewith
		Registrant's Form	Dated	Exhibit Number	
10.45	Guaranty Agreement dated as of June 17, 2011, by certain subsidiaries of Blackbaud, Inc., as Guarantors, in favor of Wells Fargo Bank, National Association, as Administrative Agent	8-K	06/23/11	10.45	
10.46	Pledge Agreement dated as of June 17, 2011 by Blackbaud, Inc. and certain subsidiaries of Blackbaud, Inc. in favor of Wells Fargo Bank, National Association, as Administrative Agent for the ratable benefit of itself and the lenders referred to therein	8-K	06/23/11	10.46	
10.47	Employment Agreement dated November 7, 2008 between Blackbaud, Inc. and Tim Williams	10-Q	11/08/11	10.47	
10.48	Employment Agreement dated November 7, 2008 between Blackbaud, Inc. and Louis Attanasi	10-Q	11/08/11	10.48	
10.49	Employment Agreement dated November 7, 2008 between Blackbaud, Inc. and Charlie Cumbaa	10-Q	11/08/11	10.49	
10.50	Employment Agreement dated June 25, 2008 between Blackbaud, Inc. and Kevin Mooney	10-Q	11/08/11	10.50	
10.51	Amendment No. 1 to the Amended and Restated Employment and Noncompetition Agreement dated December 13, 2011 between Blackbaud, Inc. and Marc Chardon	8-K	12/16/11	10.51	
10.52	Form of Tender and Support Agreement by and among Blackbaud, Inc. and certain stockholders of Convio, Inc.	8-K	01/17/12	10.52	
10.53	Amended and Restated Credit Agreement dated as of February 9, 2012 by and among Blackbaud, Inc., as Borrower, the lenders referred to therein, JPMorgan Chase Bank, N.A., as Administrative Agent, Swingline Lender and an Issuing Lender, SunTrust Bank, as Syndication Agent, and Bank of America, N.A. and Regions Bank, as Co-Documentation Agents, with J.P. Morgan Securities LLC and SunTrust Robinson Humphrey, Inc., as Joint Lead Arrangers and Joint Bookrunners	8-K	02/15/12	10.53	
10.54	Amended and Restated Pledge Agreement dated as of February 9, 2012 by Blackbaud, Inc. in favor of JPMorgan Chase Bank, N.A., as Administrative Agent for the ratable benefit of itself and the lenders referred to therein	8-K	02/15/12	10.54	
10.55	Employment Agreement dated November 14, 2011 between Blackbaud, Inc. and Anthony W. Boor	10-K	02/29/12	10.55	X
10.56	Services Agreement dated November 11, 2011 between Blackbaud, Inc. and Timothy V. Williams	10-K	02/29/12	10.56	X
10.57	Employment Agreement dated November 16, 2010 between Blackbaud, Inc. and Jana B. Eggers	10-K	02/29/12	10.57	X
21.1	Subsidiaries of Blackbaud, Inc				X
23.1	Consent of Independent Registered Public Accounting Firm				X

## [Table of Contents](#)

Exhibit Number	Description of Document	Filed In			
		Registrant's Form	Dated	Exhibit Number	Filed Herewith
31.1	Certification by the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
31.2	Certification by the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
32.1	Certification by the Chief Executive Officer pursuant to 18 U.S.C. 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002				X
32.2	Certification by the Chief Financial Officer pursuant to 18 U.S.C. 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002				X
101.INS***	XBRL Instance Document.				X
101.SCH***	XBRL Taxonomy Extension Schema Document.				X
101.CAL***	XBRL Taxonomy Extension Calculation Linkbase Document.				X
101.DEF***	XBRL Taxonomy Extension Definition Linkbase Document.				X
101.LAB***	XBRL Taxonomy Extension Label Linkbase Document.				X
101.PRE***	XBRL Taxonomy Extension Presentation Linkbase Document.				X

\* The registrant has received confidential treatment with respect to portions of this exhibit. Those portions have been omitted from the exhibit and filed separately with the U.S. Securities and Exchange Commission.

\*\* The Kintera, Inc. 2000 Stock Option Plan, as amended, and form of Stock Option Agreement thereunder (“Kintera 2000 Plan Documents”) and the Kintera, Inc. Amended and Restated 2003 Equity Incentive Plan, as amended, and form of Stock Option Agreement thereunder (“Kintera 2003 Plan Documents”) were filed by Kintera in its Form 10-K/A on March 26, 2008 as Exhibits 10.2 and 10.3, respectively. We assumed the Kintera 2000 Plan Documents and Kintera 2003 Plan Documents when we acquired Kintera in July 2008. We filed the Kintera 2000 Plan Documents and Kintera 2003 Plan Documents by incorporation by reference as exhibits 10.37 and 10.38, respectively, in our Form S-8 on August 4, 2008.

\*\*\* Pursuant to Rule 406T of Regulation S-T, the XBRL related information in Exhibit 101 to this Annual Report on Form 10-K shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to liability of that Section, and shall not be part of any registration statement or other document filed under the Securities Act of the Exchange Act, except as shall be expressly set forth by specific reference in such filing.



[Table of Contents](#)

**BLACKBAUD, INC.**  
**Index to consolidated financial statements**

	<u>Page</u>
<a href="#">Report of independent registered public accounting firm</a>	F-2
<a href="#">Consolidated balance sheets as of December 31, 2011 and 2010</a>	F-3
<a href="#">Consolidated statements of operations for the years ended December 31, 2011, 2010 and 2009</a>	F-4
<a href="#">Consolidated statements of cash flows for the years ended December 31, 2011, 2010 and 2009</a>	F-5
<a href="#">Consolidated statements of stockholders' equity and comprehensive income for the years ended December 31, 2011, 2010 and 2009</a>	F-6
<a href="#">Notes to consolidated financial statements</a>	F-7



**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Stockholders of  
Blackbaud, Inc.

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, of cash flows and of stockholders' equity and comprehensive income present fairly, in all material respects, the financial position of Blackbaud, Inc. and its subsidiaries at December 31, 2011 and 2010, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2011 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2011, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting. Our responsibility is to express opinions on these financial statements and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PRICEWATERHOUSECOOPERS LLP

Raleigh, North Carolina  
February 29, 2012

**Blackbaud, Inc.**  
**Consolidated balance sheets**

<b>(in thousands, except share amounts)</b>	<b>December 31, 2011</b>	<b>December 31, 2010</b>
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 52,520	\$ 28,004
Donor restricted cash	40,205	16,359
Accounts receivable, net of allowance of \$3,913 and \$2,687 at December 31, 2011 and 2010, respectively	62,656	59,296
Prepaid expenses and other current assets	31,016	32,139
Deferred tax asset, current portion	1,551	5,164
Total current assets	187,948	140,962
Property and equipment, net	34,397	22,963
Deferred tax asset	29,376	42,314
Goodwill	90,122	76,247
Intangible assets, net	44,660	38,515
Other assets	6,087	2,805
<b>Total assets</b>	<b>\$ 392,590</b>	<b>\$ 323,806</b>
<b>Liabilities and stockholders' equity</b>		
Current liabilities:		
Trade accounts payable	\$ 13,464	\$ 9,620
Accrued expenses and other current liabilities	32,707	28,278
Donations payable	40,205	16,359
Deferred revenue	153,665	143,761
Total current liabilities	240,041	198,018
Deferred revenue, noncurrent	9,772	6,900
Other noncurrent liabilities	2,775	2,419
<b>Total liabilities</b>	<b>252,588</b>	<b>207,337</b>
Commitments and contingencies (see Note 10)		
Stockholders' equity:		
Preferred stock; 20,000,000 shares authorized, none outstanding	—	—
Common stock, \$0.001 par value; 180,000,000 shares authorized, 53,959,532 and 53,316,280 shares issued at December 31, 2011 and 2010, respectively	54	53
Additional paid-in capital	175,401	158,372
Treasury stock, at cost; 9,019,824 and 8,842,882 shares at December 31, 2011 and 2010, respectively	(166,226)	(161,186)
Accumulated other comprehensive loss	(1,148)	(812)
Retained earnings	131,921	120,042
<b>Total stockholders' equity</b>	<b>140,002</b>	<b>116,469</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 392,590</b>	<b>\$ 323,806</b>

The accompanying notes are an integral part of these consolidated financial statements.

**Blackbaud, Inc.**  
**Consolidated statements of operations**

(in thousands, except share and per share amounts)	Years ended December 31,		
	2011	2010	2009
<b>Revenue</b>			
License fees	\$ 19,475	\$ 23,719	\$ 25,656
Subscriptions	103,544	83,912	73,194
Services	108,781	87,663	87,239
Maintenance	130,604	124,559	116,413
Other revenue	8,464	6,712	6,968
<b>Total revenue</b>	<b>370,868</b>	<b>326,565</b>	<b>309,470</b>
<b>Cost of revenue</b>			
Cost of license fees	3,345	3,003	3,697
Cost of subscriptions	42,536	31,155	28,158
Cost of services	79,086	66,755	61,585
Cost of maintenance	25,178	24,123	21,594
Cost of other revenue	7,049	7,103	6,098
<b>Total cost of revenue</b>	<b>157,194</b>	<b>132,139</b>	<b>121,132</b>
<b>Gross profit</b>	<b>213,674</b>	<b>194,426</b>	<b>188,338</b>
<b>Operating expenses</b>			
Sales and marketing	75,361	69,469	63,495
Research and development	47,672	45,499	45,520
General and administrative	36,933	32,636	33,383
Impairment of cost method investment	1,800	—	—
Amortization	980	798	768
<b>Total operating expenses</b>	<b>162,746</b>	<b>148,402</b>	<b>143,166</b>
<b>Income from operations</b>	<b>50,928</b>	<b>46,024</b>	<b>45,172</b>
Interest income	183	84	637
Interest expense	(200)	(74)	(962)
Other income (expense), net	346	(98)	220
<b>Income before provision for income taxes</b>	<b>51,257</b>	<b>45,936</b>	<b>45,067</b>
Income tax provision	18,037	16,749	17,547
<b>Net income</b>	<b>\$ 33,220</b>	<b>\$ 29,187</b>	<b>\$ 27,520</b>
<b>Earnings per share</b>			
Basic	\$ 0.76	\$ 0.68	\$ 0.64
Diluted	\$ 0.75	\$ 0.67	\$ 0.63
<b>Common shares and equivalents outstanding</b>			
Basic weighted average shares	43,522,563	43,145,189	42,771,173
Diluted weighted average shares	44,149,054	43,876,155	43,600,048
<b>Dividends per share</b>	<b>\$ 0.48</b>	<b>\$ 0.44</b>	<b>\$ 0.40</b>

The accompanying notes are an integral part of these consolidated financial statements.

**Blackbaud, Inc.**  
**Consolidated statements of cash flows**

(in thousands)	Years ended December 31,		
	2011	2010	2009
<b>Cash flows from operating activities</b>			
Net income	\$ 33,220	\$ 29,187	\$ 27,520
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	16,995	16,189	15,624
Provision for doubtful accounts and sales returns	5,646	2,773	3,458
Stock-based compensation expense	14,884	13,059	12,410
Excess tax benefits from stock-based compensation	(932)	(2,665)	(2,356)
Deferred taxes	13,533	11,313	12,464
Impairment of cost method investment	1,800	—	—
Gain on sale of assets	(549)	—	—
Other non-cash adjustments	(878)	(22)	116
Changes in assets and liabilities, net of acquisition of businesses:			
Accounts receivable	(8,692)	(12,778)	1,531
Prepaid expenses and other assets	(2,915)	(10,109)	3,054
Trade accounts payable	1,714	228	(368)
Accrued expenses and other liabilities	(1,056)	(4,248)	221
Donor restricted cash	(22,862)	(3,446)	(511)
Donations payable	22,862	3,446	511
Deferred revenue	12,757	13,121	13,213
<b>Net cash provided by operating activities</b>	<b>85,527</b>	<b>56,048</b>	<b>86,887</b>
<b>Cash flows from investing activities</b>			
Purchase of property and equipment	(18,215)	(10,760)	(5,534)
Purchase of net assets of acquired companies, net of cash acquired	(23,385)	(5,334)	(2,258)
Purchase of investment	—	(2,000)	—
Capitalized software development costs	(1,012)	(175)	(41)
Purchase of intangible assets	—	(130)	—
Proceeds from sale of assets	874	—	—
<b>Net cash used in investing activities</b>	<b>(41,738)</b>	<b>(18,399)</b>	<b>(7,833)</b>
<b>Cash flows from financing activities</b>			
Dividend payments to stockholders	(21,429)	(19,490)	(17,673)
Proceeds from exercise of stock options	2,041	8,065	2,509
Excess tax benefits from stock-based compensation	932	2,665	2,356
Purchase of treasury stock	—	(22,613)	—
Proceeds from issuance of debt	—	4,000	—
Payments on debt	—	(5,175)	(60,049)
Payments on deferred financing costs	(767)	—	—
Payments on capital lease obligations	(40)	(164)	(384)
<b>Net cash used in financing activities</b>	<b>(19,263)</b>	<b>(32,712)</b>	<b>(73,241)</b>
Effect of exchange rate on cash and cash equivalents	(10)	298	595
<b>Net increase in cash and cash equivalents</b>	<b>24,516</b>	<b>5,235</b>	<b>6,408</b>
<b>Cash and cash equivalents, beginning of year</b>	<b>28,004</b>	<b>22,769</b>	<b>16,361</b>
<b>Cash and cash equivalents, end of year</b>	<b>\$ 52,520</b>	<b>\$ 28,004</b>	<b>\$ 22,769</b>
<b>Supplemental disclosure of cash flow information</b>			
Cash paid during the year for:			
Interest	\$ 2	\$ 87	\$ 615
Taxes, net of refunds	\$ (4,601)	\$ 9,527	\$ (2,584)
Purchase of equipment included in accounts payable	\$ 4,760	\$ 2,630	\$ 3,699

The accompanying notes are an integral part of these consolidated financial statements.

**Blackbaud, Inc.**
**Consolidated statements of stockholders' equity and comprehensive income**

(in thousands, except share amounts)	Comprehensive income	Common stock		Additional paid-in capital	Treasury stock	Accumulated other comprehensive income (loss)	Retained earnings	Total stockholders' equity
		Shares	Amount					
<b>Balance at December 31, 2008</b>		51,269,081	\$ 51	\$ 116,688	\$(130,594)	\$ (818)	\$ 100,406	\$ 85,733
Net income	\$ 27,520	—	—	—	—	—	27,520	27,520
Payment of dividends	—	—	—	—	—	—	(17,673)	(17,673)
Issuance of common stock	—	55,661	—	1,215	—	—	—	1,215
Exercise of stock options and stock appreciation rights	—	451,580	1	2,509	—	—	—	2,510
Surrender of 182,875 shares upon restricted stock vesting and exercise of stock appreciation rights	—	—	—	—	(3,788)	—	—	(3,788)
Tax impact of exercise of equity based compensation	—	—	—	2,241	—	—	—	2,241
Stock-based compensation	—	—	—	11,541	—	—	33	11,574
Restricted stock grants	—	492,964	—	449	—	—	—	449
Restricted stock cancellations	—	(54,680)	—	—	—	—	—	—
Translation adjustment	512	—	—	—	—	512	—	512
Comprehensive income	\$ 28,032							
<b>Balance at December 31, 2009</b>		52,214,606	\$ 52	\$ 134,643	\$(134,382)	\$ (306)	\$ 110,286	\$ 110,293
Net income	\$ 29,187	—	—	—	—	—	29,187	29,187
Payment of dividends	—	—	—	—	—	—	(19,490)	(19,490)
Purchase of 1,007,082 treasury shares under stock repurchase program	—	—	—	—	(22,613)	—	—	(22,613)
Exercise of stock options and stock appreciation rights	—	729,295	1	8,064	—	—	—	8,065
Surrender of 158,459 shares upon restricted stock vesting and exercise of stock appreciation rights	—	—	—	—	(4,191)	—	—	(4,191)
Tax impact of exercise of equity based compensation	—	—	—	2,665	—	—	—	2,665
Stock-based compensation	—	—	—	13,000	—	—	59	13,059
Restricted stock grants	—	460,659	—	—	—	—	—	—
Restricted stock cancellations	—	(88,280)	—	—	—	—	—	—
Translation adjustment	(506)	—	—	—	—	(506)	—	(506)
Comprehensive income	\$ 28,681							
<b>Balance at December 31, 2010</b>		53,316,280	\$ 53	\$ 158,372	\$(161,186)	\$ (812)	\$ 120,042	\$ 116,469
Net income	\$ 33,220	—	—	—	—	—	33,220	33,220
Payment of dividends	—	—	—	—	—	—	(21,429)	(21,429)
Exercise of stock options, stock appreciation rights and restricted stock units	—	262,428	1	2,040	—	—	—	2,041
Surrender of 176,942 shares upon restricted stock vesting and exercise of stock appreciation rights	—	—	—	—	(5,040)	—	—	(5,040)
Tax impact of exercise of equity based compensation	—	—	—	193	—	—	—	193
Stock-based compensation	—	—	—	14,796	—	—	88	14,884
Restricted stock grants	—	502,426	—	—	—	—	—	—
Restricted stock cancellations	—	(121,602)	—	—	—	—	—	—
Translation adjustment	(336)	—	—	—	—	(336)	—	(336)
Comprehensive income	\$ 32,884							
<b>Balance at December 31, 2011</b>		53,959,532	\$ 54	\$ 175,401	\$(166,226)	\$ (1,148)	\$ 131,921	\$ 140,002

The accompanying notes are an integral part of these consolidated financial statements.

**Blackbaud, Inc.**

**Notes to consolidated financial statements**

**1. Organization and basis of presentation**

Blackbaud, Inc. (the Company) provides on-premise and cloud-based software solutions and related services designed specifically for nonprofit organizations, and provides products and services that enable nonprofit organizations to increase donations, reduce fundraising costs, improve communications with constituents, manage their finances and optimize internal operations. As of December 31, 2011, the Company had approximately 26,000 active customers distributed across multiple verticals within the nonprofit market including education, foundations, health and human services, religion, arts and cultural, public and societal benefits, environment and animal welfare and international foreign affairs.

**Basis of presentation**

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

**Basis of consolidation**

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

**Revision of prior period financial statements**

During the three months ended December 31, 2011, the Company identified prior period errors related principally to revenue recognition, accounting for income taxes and the capitalization of software development costs. These errors impacted reporting periods beginning in the year ended December 31, 2006 and subsequent periods through September 30, 2011. Following is a description of the errors identified:

- *Revenue recognition and related costs* – The errors resulted from incorrect processing of deferred revenue transactions and incorrect application of the Company's revenue recognition policy to certain subscription, consulting and analytic service arrangements. These errors resulted in a cumulative overstatement of revenue and related costs.
- *Income taxes* – These errors resulted from improperly recording an income tax benefit for compensation that was limited under Internal Revenue Code Section 162(m), resulting in a cumulative understatement of income tax expense.
- *Software development costs* – The Company determined that certain software development costs had been improperly expensed and should have been capitalized in prior periods. This error resulted in a cumulative overstatement of research and development expense.

In evaluating whether the Company's previously issued consolidated financial statements were materially misstated, the Company considered the guidance in Accounting Standard Codification (ASC) Topic 250, *Accounting Changes and Error Corrections*, ASC Topic 250-10-S99-1, *Assessing Materiality*, and ASC Topic 250-10-S99-2, *Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements*. The Company concluded these errors were not material individually or in the aggregate to any of the prior reporting periods, and therefore, amendments of previously filed reports were not required. However, the cumulative error would be material in the year ended December 31, 2011, if the entire correction was recorded in the fourth quarter of 2011, and would have impacted comparisons to prior periods. As such, the revisions for these corrections to the applicable prior periods are reflected in the financial information herein and will be reflected in future filings containing such financial information. In addition to recording these correcting adjustments, the Company recorded other adjustments to prior period amounts to correct other

**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)**

immaterial out-of-period adjustments, including those that had been previously disclosed. The consolidated statement of stockholders equity was revised to reflect the cumulative effect of these adjustments resulting in a decrease to additional paid-in capital of \$0.2 million, an increase to accumulated other comprehensive income of \$0.1 million and a decrease to retained earnings of \$4.7 million as of December 31, 2008.

The prior period financial statements included in this filing have been revised to reflect the corrections of these errors, the effects of which have been provided in summarized format below.

*Revised consolidated balance sheet amounts*

(in millions)	As of December 31, 2010		
	As previously reported	Adjustment	As revised
Accounts receivable, net of allowance	\$ 59.8	\$ (0.5)	\$ 59.3
Prepaid expenses and other current assets	33.8	(1.7)	32.1
<b>Total current assets</b>	<b>143.1</b>	<b>(2.1)</b>	<b>141.0</b>
Deferred tax asset	44.6	(2.3)	42.3
Other assets	2.6	0.2	2.8
<b>Total assets</b>	<b>328.1</b>	<b>(4.3)</b>	<b>323.8</b>
Trade accounts payable	9.9	(0.3)	9.6
Deferred revenue	141.1	2.7	143.8
<b>Total current liabilities</b>	<b>195.7</b>	<b>2.3</b>	<b>198.0</b>
<b>Total liabilities</b>	<b>205.0</b>	<b>2.3</b>	<b>207.3</b>
Accumulated other comprehensive loss	(0.5)	(0.3)	(0.8)
Retained earnings	126.3	(6.3)	120.0
<b>Total stockholders' equity</b>	<b>123.1</b>	<b>(6.6)</b>	<b>116.5</b>
<b>Total liabilities and stockholders' equity</b>	<b>328.1</b>	<b>(4.3)</b>	<b>323.8</b>

## Blackbaud, Inc.

## Notes to consolidated financial statements—(Continued)

Revised consolidated statements of operations amounts

(in millions, except per share amounts)	Year ended December 31, 2010			Year ended December 31, 2009		
	As previously reported	Adjustment	As revised	As previously reported	Adjustment	As revised
<b>Revenue</b>						
License fees	\$ 23.7	\$ —	\$ 23.7	\$ 25.4	\$ 0.3	\$ 25.7
Subscriptions	82.5	1.4	83.9	72.9	0.3	73.2
Services	89.6	(1.9)	87.7	87.8	(0.6)	87.2
Maintenance	124.6	—	124.6	116.5	(0.1)	116.4
Other revenue	6.7	—	6.7	6.7	0.3	7.0
<b>Total revenue</b>	<b>327.1</b>	<b>(0.5)</b>	<b>326.6</b>	<b>309.3</b>	<b>0.2</b>	<b>309.5</b>
<b>Cost of revenue</b>						
Cost of license fees	2.9	0.1	3.0	3.6	0.1	3.7
Cost of subscriptions	31.1	0.1	31.2	28.2	—	28.2
Cost of services	66.6	0.2	66.8	61.7	(0.1)	61.6
Cost of maintenance	24.1	—	24.1	21.4	0.2	21.6
<b>Total cost of revenue</b>	<b>131.8</b>	<b>0.4</b>	<b>132.2</b>	<b>120.9</b>	<b>0.2</b>	<b>121.1</b>
<b>Gross profit</b>	<b>195.3</b>	<b>(0.9)</b>	<b>194.4</b>	<b>188.4</b>	<b>—</b>	<b>188.4</b>
<b>Operating expenses</b>						
Sales and marketing	70.2	(0.7)	69.5	62.8	0.7	63.5
Research and development	45.5	—	45.5	45.7	(0.2)	45.5
General and administrative	32.5	0.1	32.6	33.4	—	33.4
<b>Total operating expenses</b>	<b>149.0</b>	<b>(0.6)</b>	<b>148.4</b>	<b>142.6</b>	<b>0.6</b>	<b>143.2</b>
<b>Income from operations</b>	<b>46.3</b>	<b>(0.3)</b>	<b>46.0</b>	<b>45.8</b>	<b>(0.6)</b>	<b>45.2</b>
<b>Income before provision for income taxes</b>	<b>46.2</b>	<b>(0.3)</b>	<b>45.9</b>	<b>45.7</b>	<b>(0.6)</b>	<b>45.1</b>
Income tax provision	16.4	0.3	16.7	17.2	0.4	17.6
<b>Net income</b>	<b>29.8</b>	<b>(0.6)</b>	<b>29.2</b>	<b>28.5</b>	<b>(1.0)</b>	<b>27.5</b>
<b>Earnings per share</b>						
Basic	\$ 0.69	\$ (0.01)	\$ 0.68	\$ 0.67	\$ (0.03)	\$ 0.64
Diluted	\$ 0.68	\$ (0.01)	\$ 0.67	\$ 0.65	\$ (0.02)	\$ 0.63



## Blackbaud, Inc.

## Notes to consolidated financial statements—(Continued)

Revised consolidated statements of cash flow amounts

(in millions)	Year ended December 31, 2010			Year ended December 31, 2009		
	As previously reported	Adjustment	As revised	As previously reported	Adjustment	As revised
Net income	\$ 29.8	\$ (0.6)	\$ 29.2	\$ 28.5	\$ (1.0)	\$ 27.5
Adjustments to reconcile net income to net cash provided by operating activities:						
Depreciation and amortization	16.1	0.1	16.2	15.5	0.1	15.6
Stock-based compensation expense	13.1	—	13.1	12.3	0.1	12.4
Excess tax benefits from stock-based compensation	(2.6)	(0.1)	(2.7)	(2.4)	—	(2.4)
Deferred taxes	11.2	0.1	11.3	12.4	0.1	12.5
Changes in assets and liabilities, net of acquisition of businesses:						
Accounts receivable	(13.1)	0.3	(12.8)	1.4	0.1	1.5
Prepaid expenses and other assets	(9.6)	(0.5)	(10.1)	2.1	1.0	3.1
Trade accounts payable	0.2	—	0.2	(0.3)	(0.1)	(0.4)
Accrued expenses and other current liabilities	(4.8)	0.6	(4.2)	0.6	(0.4)	0.2
Deferred revenue	12.9	0.2	13.1	13.2	—	13.2
<b>Net cash provided by operating activities</b>	<b>55.9</b>	<b>0.1</b>	<b>56.0</b>	<b>86.8</b>	<b>0.1</b>	<b>86.9</b>
Capitalized software development costs	—	(0.2)	(0.2)	—	—	—
<b>Net cash used in investing activities</b>	<b>(18.2)</b>	<b>(0.2)</b>	<b>(18.4)</b>	<b>(7.8)</b>	<b>—</b>	<b>(7.8)</b>
Excess tax benefits from stock-based compensation	2.6	0.1	2.7	2.4	—	2.4
<b>Net cash used in financing activities</b>	<b>(32.7)</b>	<b>—</b>	<b>(32.7)</b>	<b>(73.2)</b>	<b>—</b>	<b>(73.2)</b>

**2. Significant accounting policies****Use of estimates**

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting periods. Areas of the financial statements where estimates may have the most significant effect include revenue recognition, the allowance for sales returns and doubtful accounts, valuation of long-lived and intangible assets and goodwill, stock-based compensation, the provision for income taxes and valuation required on deferred tax assets. Changes in the facts or circumstances underlying these estimates could result in material changes and actual results could materially differ from these estimates.

**Blackbaud, Inc.**

**Notes to consolidated financial statements—(Continued)**

**Revenue recognition**

The Company's revenue is primarily generated from the following sources: (1) selling perpetual licenses of its software products; (2) charging for the use of its software products in a hosted environment; (3) providing professional services including implementation, training, consulting, analytic, hosting and other services; and (4) providing software maintenance and support services.

License fees

The Company recognizes revenue from the sale of perpetual software license rights when all of the following conditions are met:

- Persuasive evidence of an arrangement exists;
- The product has been delivered;
- The fee is fixed or determinable; and
- Collection of the resulting receivable is probable.

The Company deems acceptance of an agreement to be evidence of an arrangement. Delivery occurs when the product is shipped or transmitted, and title and risk of loss have transferred to the customers. The Company's typical license agreement does not include customer acceptance provisions; however, if acceptance provisions are provided, delivery is deemed to occur upon acceptance. The Company considers the fee to be fixed or determinable unless the fee is subject to refund or adjustment or is not payable within the Company's standard payment terms. Payment terms greater than 90 days are considered to be beyond the Company's customary payment terms. Collection is deemed probable if the Company expects that the customer will be able to pay amounts under the arrangement as they become due. If the Company determines that collection is not probable, it defers revenue recognition until collection.

The Company sells software licenses with maintenance, varying levels of professional services and, in certain instances, with hosting services. The Company allocates revenue to delivered components, normally the license component of the arrangement, using the residual value method based on objective evidence of the fair value of the undelivered elements, which is specific to the Company. Fair value for maintenance services associated with software licenses is based upon renewal rates stated in the agreements with customers, which vary according to the level of support service provided under the maintenance program. Fair value of professional services and other products and services is based on sales of these products and services to other customers when sold on a stand-alone basis. When a software license is sold with software customization services, generally the services are to provide customer support for assistance in creating special reports and other enhancements that will assist with efforts to improve operational efficiency and/or to support business process improvements. These services are not essential to the functionality of the software. However, when software customization services are considered essential to the functionality of the software, the Company recognizes revenue for both the software license and the services on a percent-complete basis.

Subscriptions

The Company provides hosting services to customers who have purchased perpetual rights to certain of its software products (hosting services). Revenue from hosting services, as well as data enrichment services, data management services and online training programs is recognized ratably over the service period of the contract, which generally ranges from one to three years, upon deployment and use of the service. Any related set-up fees are recognized ratably over the estimated period that the customer benefits from the related fees.

**Blackbaud, Inc.**

**Notes to consolidated financial statements—(Continued)**

The Company makes certain of its software products available for use in hosted application arrangements without licensing perpetual rights to the software (hosted applications). Revenue from hosted applications is recognized over the subscription service period, which generally ranges from one to three years, upon deployment and use of the hosted application. Any related upfront activation, set-up or implementation fees are recognized ratably over the estimated period that the customer benefits from the related fees. Direct and incremental costs relating to activation, set-up and implementation for hosted applications are capitalized until the hosted application is deployed and in use, and then expensed over the estimated period that the customer benefits from the related fees.

For arrangements that have multiple elements and do not include software licenses, the Company allocates arrangement consideration at the inception of the arrangement to those elements that qualify as separate units of accounting. The arrangement consideration is allocated to the separate units of accounting based on relative selling price method in accordance with the selling price hierarchy, which includes: (i) vendor specific objective evidence (VSOE) if available; (ii) third party evidence (TPE) if VSOE is not available; and (iii) best estimate of selling price if neither VSOE nor TPE is available. In general, the Company uses VSOE to allocate the selling price to subscription and service deliverables.

Revenue from transaction processing fees is recognized when received. Credit card fees directly associated with processing donations for customers are included in subscriptions revenue, net of related transaction costs.

Services

The Company generally bills consulting, installation and implementation services based on hourly rates plus reimbursable travel-related expenses. Revenue is recognized for these services over the period the services are performed.

The Company recognizes analytic services revenue from donor prospect research engagements, the sale of lists of potential donors, benchmarking studies and data modeling service engagements upon delivery.

The Company sells training at a fixed rate for each specific class, at a per attendee price or at a packaged price for several attendees, and revenue is recognized only upon the customer attending and completing training. Additionally, the Company sells fixed-rate programs, which permit customers to attend unlimited training over a specified contract period, typically one year, subject to certain restrictions, and revenue is recognized ratably over this contract period.

Maintenance

The Company recognizes revenue from maintenance services ratably over the contract term, which is typically one year. Maintenance contracts are at rates that vary according to the level of the maintenance program and are generally renewable annually. Maintenance contracts also include the right to unspecified product upgrades on an if-and-when available basis. Certain support services are sold in prepaid units of time and recognized as revenue upon their usage.

Deferred revenue

To the extent that the Company's customers are billed or pay for the above described services in advance of delivery, the Company records such amounts in deferred revenue.

**Blackbaud, Inc.**

**Notes to consolidated financial statements—(Continued)**

**Reimbursable travel expense**

The Company expenses reimbursable travel costs as incurred and includes them in cost of other revenue. The reimbursement of these costs by the Company's customers is included in other revenue.

**Sales taxes**

The Company presents sales taxes and other taxes collected from customers and remitted to governmental authorities on a net basis and, as such, excludes them from revenues.

**Shipping and handling**

The Company expenses shipping and handling costs as incurred and includes them in cost of other revenue. The reimbursement of these costs by the Company's customers is included in other revenue.

**Cash and cash equivalents**

The Company considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents.

**Donor restricted cash and donations payable**

Restricted cash consists of donations collected by the Company and payable to its customers, net of the associated transaction fees earned. Monies associated with donations payable are segregated in a separate bank account and used exclusively for the payment of donations payable. This usage restriction is either legally or internally imposed and reflects the Company's intention with regard to such deposits.

**Concentration of Credit Risk**

Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash and cash equivalents, donor restricted cash and accounts receivable. The Company's cash and cash equivalents and donor restricted cash are placed with high credit-quality financial institutions. The Company's accounts receivable are derived from sales to its customers who primarily operate in the nonprofit sector. With respect to accounts receivable, the Company performs ongoing evaluations of its customers and maintains an allowance for doubtful accounts based on historical experience and the Company's expectations of future losses. As of and for the years ended December 31, 2011, 2010 and 2009, there were no significant concentrations with respect to the Company's consolidated revenues or accounts receivable.

**Property and equipment**

The Company records property and equipment at cost and depreciates them over their estimated useful lives using the straight-line method. Property and equipment subject to capital leases are depreciated over the lesser of the term of the lease or the estimated useful life of the asset. Upon retirement or sale, the cost of assets disposed of and the related accumulated depreciation are removed from the accounts and any resulting gain or loss is credited or charged to income. Repair and maintenance costs are expensed as incurred.

Construction-in-progress represents purchases of computer software and hardware associated with new internal system implementation projects which had not been placed in service at the respective balance sheet dates. The Company transferred these assets to the applicable property category on the date they are placed in service. There was no capitalized interest applicable to construction-in-progress for the years ended December 31, 2011 and 2010.

**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)**

The Company capitalizes certain costs related to the development or purchase of software for use in the Company's internal operations. Any amounts capitalized are included in computer software costs and amortized over the expected useful life. Costs incurred for upgrades and enhancements, which will not result in additional functionality, are expensed as incurred.

**Goodwill**

Goodwill represents the purchase price in excess of the net amount assigned to assets acquired and liabilities assumed by the Company in a business combination. Goodwill is allocated to reporting units and tested annually for impairment. The Company's reporting units are its four reportable segments and its payment processing operations. The Company will also test goodwill for impairment between annual impairment tests if indicators of potential impairment exist. The Company first assesses qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. To the extent the qualitative factors indicate that the fair value is more likely than not less than the carrying amount, the Company compares the fair value of the reporting unit with its carrying amount. If the carrying amount exceeds its fair value, impairment is indicated. The 2011 annual impairment test indicated the estimated fair value of the reporting units significantly exceeded the carrying value. There was no impairment of goodwill during 2011, 2010 or 2009.

**Intangible assets**

The Company amortizes finite-lived intangible assets over their estimated useful lives as follows.

	Basis of amortization	Amortization period (in years)
Customer relationships	Straight-line and accelerated(1)	4-15
Marketing assets	Straight-line	2-8
Acquired software	Straight-line	2-10
Non-compete agreements	Straight-line	2-5
Database	Straight-line	8

(1) Certain of the customer relationships are amortized on an accelerated basis.

Indefinite-lived intangible assets consist of tradenames. The Company evaluates the potential for impairment of finite and indefinite-lived intangible assets periodically and takes into account events or circumstances that indicate revised estimates of useful lives or that the carrying amount may not be recoverable. If the carrying amount is no longer recoverable based upon the undiscounted cash flows of the asset, the amount of impairment is the difference between the carrying amount and the fair value of the asset. Substantially all of the Company's intangible assets were acquired in business combinations. There was no impairment of intangible assets during 2011, 2010 or 2009.

**Cost method investments**

Cost method investments included in other assets consist of investments in privately held companies where the Company does not have the ability to exercise significant influence or have control over the investee. The Company records these investments at cost and periodically tests them for other-than-temporary impairment. During the year ended December 31, 2011, the Company determined that its cost method investment had other-than-temporary impairment based the projected liquidity of the investment. The impairment of \$1.8 million was recorded in income from operations. The Company used the income approach to determine the fair value of the investment in determining the impairment.

**Blackbaud, Inc.**

**Notes to consolidated financial statements—(Continued)**

**Fair value of financial instruments**

The fair value of a financial instrument is the amount at which the instrument could be exchanged between willing parties other than in a forced sale or liquidation. The financial instruments of the Company consist primarily of cash and cash equivalents, accounts receivable and accounts payable at December 31, 2011 and 2010. The Company believes that the carrying amounts of these financial instruments approximate their fair values at December 31, 2011 and 2010, due to the immediate or short-term maturity of these financial instruments.

**Deferred financing costs**

Deferred financing costs included in other assets represent the direct costs of entering into the Company's revolving credit facility in June 2011. These costs are amortized as interest expense using the effective interest method. The deferred financing fees are being amortized over the term of the credit facility.

**Stock-based compensation**

Stock-based compensation cost is measured at the grant date based on the fair value of the award and is recognized as expense over the requisite service period, which is the vesting period. Stock-based compensation cost arising from stock option grants and awards with performance or market conditions are recognized using the accelerated method. Costs arising from restricted stock and stock appreciation right grants are recognized on a straight-line basis.

**Income taxes**

Prior to October 13, 1999, the Company was organized as an S corporation under the Internal Revenue Code and, therefore, was not subject to federal income taxes. The Company historically made distributions to its stockholders to cover the stockholders' anticipated tax liability. In connection with its 1999 recapitalization, the Company converted its U.S. taxable status from an S corporation to a C corporation and, accordingly, since October 14, 1999, has been subject to federal and state income taxes. Upon this conversion and as a result of the recapitalization, the Company recorded a one-time benefit of \$107.0 million to establish a deferred tax asset. This amount was recorded as a direct increase to equity in the statements of stockholders' equity. The Company has not recorded a valuation allowance against this deferred tax asset as of December 31, 2011 or 2010, as the Company believes it is more-likely-than-not that it will be able to utilize this benefit, which is dependent upon the Company's ability to generate future taxable income. The amount of deferred tax asset related to this matter at December 31, 2011, was \$20.9 million.

The Company recognizes tax benefits arising from uncertain tax positions only if it is more-likely-than-not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such positions are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate resolution. Penalties and interest accrued related to unrecognized tax benefits are recognized in the provision for income taxes.

Significant judgment is required in determining the provision for income taxes. The Company records its tax provision at the anticipated tax rates based on estimates of annual pretax income. To the extent that the final results differ from these estimated amounts that were initially recorded, such differences will impact the income tax provision in the period in which such determination is made and could have an impact on the deferred tax asset. The Company's deferred tax assets and liabilities are recorded at an amount based upon a U.S. federal income tax rate of 35.0% and appropriate statutory rates of various foreign, state and local jurisdictions in which

**Blackbaud, Inc.**

**Notes to consolidated financial statements—(Continued)**

the Company operates. If the Company's tax rates change, the deferred tax assets and liabilities will be adjusted to an amount reflecting those income tax rates. If such change is determined to be appropriate, it will affect the provision for income taxes during the period that the determination is made.

The Company assesses the likelihood that its deferred tax assets will be recovered from future taxable income. To the extent recovery is not likely, a valuation allowance is established. To the extent a valuation allowance is established, the Company includes an expense within the income tax provision. The Company's valuation allowance of \$10.1 million at December 31, 2011, was primarily associated with deferred tax assets for certain state income tax credits, net operating loss carryforwards and capital loss carryforwards that it has determined are not more-likely-than-not to be realized. The Company will continue to evaluate the realizability of the remaining deferred tax assets, and any further adjustment to the valuation allowance will be made in the period the Company determines it is more-likely-than-not that any of the remaining amounts will not be utilized.

**Foreign currency**

Net assets recorded in a foreign currency are translated at the exchange rate on the balance sheet date. Revenue and expense items are translated at the average exchange rate for the year. The resulting translation adjustments are recorded in accumulated other comprehensive income.

Gains and losses resulting from foreign currency transactions denominated in currency other than the functional currency are recorded at the approximate rate of exchange at the transaction date. For the years ended December 31, 2011, 2010 and 2009, the Company recorded net foreign currency gain of \$0.3 million, \$0.1 million and \$0.2 million, respectively, and these amounts are included in other expense, net.

**Research and development**

Research and development costs are expensed as incurred. These costs include salaries and related human resource costs, third-party contractor expenses, software development tools, an allocation of facilities and depreciation expenses and other expenses in developing new products and upgrading and enhancing existing products.

**Software development costs**

Capitalization of software development costs begins upon the establishment of technological feasibility, subject to net realizable value considerations. Capitalized software development costs are reported at the lower of unamortized cost or estimated net realizable value. At December 31, 2011 and 2010, software development costs, net of accumulated amortization, were \$1.1 million and \$0.2 million, respectively, and are included in other assets on the consolidated balance sheet. Capitalized software development costs are amortized over the estimated product life (typically three years) on a straight line-basis. Amortization expense related to software development costs of approximately \$0.1 million was recorded in each of the years ended December 31, 2011, 2010 and 2009, and was included in cost of license fees in the consolidated statement of operations. The Company analyzes the net realizable value of capitalized software development costs on an annual basis and has determined there is no indication of impairment.

**Sales returns and allowance for doubtful accounts**

The Company provides customers a 30-day right of return and under certain circumstances provides service related credits to its customers. The Company maintains a reserve for returns and credits which is estimated

**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)**

based on several factors including historical experience, known credits yet to be issued and the nature of service level commitments. Provisions for sales returns and credits are charged against the related revenue items.

In addition, the Company records an allowance for doubtful accounts that reflects estimates of probable credit losses. This assessment is based on several factors including aging of customer accounts, known customer specific risks, historical experience and existing economic conditions. Accounts are charged against the allowance after all means of collection are exhausted and recovery is considered remote. Provisions for doubtful accounts are recorded in general and administrative expense.

Below is a summary of the changes in the Company's allowance for doubtful accounts.

Years ended December 31, (in thousands)	Balance at beginning of year	Provision/ adjustment	Write-off	Balance at end of year
2011	\$ 424	\$ 27	\$ (190)	\$ 261
2010	760	(227)	(109)	424
2009	1,013	(47)	(206)	760

Below is a summary of the changes in the Company's allowance for sales returns.

Years ended December 31, (in thousands)	Balance at beginning of year	Provision/ adjustment	Write-off	Balance at end of year
2011	\$ 2,263	\$ 5,619	\$(4,230)	\$ 3,652
2010	2,799	3,000	(3,536)	2,263
2009	1,764	3,505	(2,470)	2,799

**Sales commissions**

The Company pays sales commissions at the time contracts with customers are signed or shortly thereafter, depending on the size and duration of the sales contract. To the extent that these commissions relate to revenue not yet recognized, the amounts are recorded as deferred sales commission costs. Subsequently, the commissions are recognized as expense as the revenue is recognized.

Below is a summary of the changes in the Company's deferred sales commission costs included in prepaid expenses and other current assets.

Years ended December 31, (in thousands)	Balance at beginning of year	Additions	Expense	Balance at end of year
2011	\$ 11,548	\$18,415	\$(13,511)	\$ 16,452
2010	5,108	12,985	(6,545)	11,548
2009	2,879	6,994	(4,765)	5,108

**Advertising costs**

The Company expenses advertising costs as incurred, which was \$1.1 million for the years ended December 31, 2011, 2010 and 2009.



**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)****Impairment of long-lived assets**

The Company reviews long-lived assets for impairment when events change or circumstances indicate the carrying amount may not be recoverable. If such events or changes in circumstances are present, the undiscounted cash flow method is used to determine whether the asset is impaired. No impairment of long-lived assets resulted in 2011, 2010 or 2009.

**Earnings per share**

The Company computes basic earnings per share by dividing net income available to common stockholders by the weighted average number of common shares outstanding. Diluted earnings per share is computed by dividing net income available to common stockholders by the weighted average number of common shares and dilutive potential common shares then outstanding. Diluted earnings per share reflect the assumed conversion of all dilutive securities using the treasury stock method. Dilutive potential common shares consist of shares issuable upon the exercise of stock options, settlement of stock appreciation rights and vesting of restricted stock awards and units.

The following table sets forth the computation of basic and diluted earnings per share:

(in thousands, except share and per share amounts)	Years ended December 31,		
	2011	2010	2009
<b>Numerator:</b>			
Net income	\$ 33,220	\$ 29,187	\$ 27,520
<b>Denominator:</b>			
Weighted average common shares	43,522,563	43,145,189	42,771,173
<b>Add effect of dilutive securities:</b>			
Employee stock-based compensation	626,491	730,966	828,875
Weighted average common shares assuming dilution	44,149,054	43,876,155	43,600,048
<b>Earnings per share:</b>			
Basic	\$ 0.76	\$ 0.68	\$ 0.64
Diluted	\$ 0.75	\$ 0.67	\$ 0.63

The following shares underlying stock-based awards were not included in diluted earnings per share because their inclusion would have been anti-dilutive:

	Years ended December 31,		
	2011	2010	2009
Shares excluded from calculations of diluted EPS	422,418	221,742	488,282

**Recently adopted accounting pronouncements**

Effective January 1, 2011, the Company adopted Accounting Standards Update (ASU) 2009-13, which amends the existing criteria for separating consideration in multiple-deliverable arrangements. Arrangements that include perpetual software licenses are excluded from the scope of this ASU. ASU 2009-13 establishes a hierarchy for determining the selling price of a deliverable and requires the use of best estimate of the selling price when VSOE or TPE of the selling price cannot be determined. As a result of the requirement to use the best estimate of the selling price when VSOE or TPE of the selling price cannot be determined, the residual method is no longer

**Blackbaud, Inc.**

**Notes to consolidated financial statements—(Continued)**

permitted. ASU 2009-13 is applicable prospectively for revenue arrangements entered into or materially modified after the adoption date. The adoption of ASU 2009-13 did not have a material impact on the Company's consolidated financial statements.

Effective December 31, 2011, the Company adopted ASU 2011-08, which simplifies how entities test goodwill for impairment. ASU 2011-08 permits an entity to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test. The adoption of ASU 2011-08 did not have a material impact on the Company's consolidated financial statements.

**Recently issued accounting pronouncements**

In June 2011, the FASB issued ASU 2011-05, *Comprehensive Income (Topic 220): Presentation of Comprehensive Income*, which (1) eliminates the option to present components of other comprehensive income, or OCI, as part of the statement of changes in stockholders' equity, (2) requires the presentation of each component of net income and each component of OCI either in a single continuous statement or in two separate but consecutive statements and (3) also requires presentation of reclassification adjustments on the face of the financial statements. The Company is required to adopt ASU 2011-05 on January 1, 2012. Early adoption is permitted. The Company does not believe the adoption of ASU 2011-05 will have a material effect on its consolidated financial statements.

**3. Business combinations**

The Company completed the business acquisitions described below during the year ended December 31, 2011. The results of operations for each of them are included in the consolidated financial statements of the Company from the date of acquisition. The fair values assigned to the identifiable intangible assets acquired were based on estimates and assumptions determined by management.

**Everyday Hero**

On October 6, 2011, the Company acquired all of the outstanding capital stock of Everyday Hero Pty. Ltd. (EDH), a privately-owned company based in Brisbane, Australia, for \$7.6 million in cash. The acquisition of EDH provided the Company additional capabilities in the area of online event fundraising software solutions for nonprofit organizations including donation processing. During 2011, total revenue from EDH operations included in the Company's results of operations was \$0.8 million and cost of revenue was \$0.3 million. Acquisition-related costs of \$0.2 million, which primarily consisted of legal and financial advisory services, were expensed as incurred in general and administrative expenses during the year ended December 31, 2011.

The Company allocated the fair value of the total consideration transferred to the tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values on the date of acquisition. The Company recorded the excess of consideration over the aggregate fair values as goodwill. Using information available at the time the acquisition closed, the Company allocated \$0.5 million of the consideration to net tangible assets and \$6.2 million of the consideration to identified intangible assets. The identified intangible assets are being amortized over a weighted average life of 10 years. The Company recorded the excess consideration of \$0.9 million as goodwill, none of which is deductible for income tax purposes. The recognition of goodwill was principally attributable to a trained workforce and the integration of the Company's technology and products with EDH's operations which were considered in the purchase price. All of the goodwill is assigned to the IBU reporting segment.

**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)**

Pro forma results of operations for EDH have not been presented because the results of EDH are not material to the Company's consolidated financial results.

**Public Interest Data**

On February 1, 2011, the Company acquired all of the outstanding stock of Public Interest Data, LLC (PIDI), a privately held limited liability company based in Virginia, for \$16.6 million in cash. The acquisition of PIDI provided the Company additional capabilities in the area of donor acquisition list analytics and should enhance the Company's database management services offerings. The additional capabilities include the established process for delivering list analytic and data management services as well as the associated experienced workforce and technology. During the year ended December 31, 2011, total revenue from PIDI of \$7.5 million and cost of revenue of \$4.8 million was included in the Company's results of operations. Acquisition-related costs of \$1.0 million, which primarily consisted of legal and financial advisory services, were expensed as incurred in general and administrative expense during the year ended December 31, 2011.

In addition to the consideration paid at closing, the Company might be required to pay up to a maximum of \$2.5 million in additional cash consideration if PIDI meets revenue targets over the two years subsequent to the acquisition. A liability of \$1.4 million was initially recognized for the estimated contingent consideration that will be paid based on a probability-weighted discounted cash flow valuation technique. During the year ended December 31, 2011, the Company recognized \$0.8 million of income, as a result of the change in the estimated fair value of the contingent consideration liability. This amount was recorded as a reduction of general and administrative expense.

The following table summarizes the allocation of the purchase price based on the estimated fair value of the assets acquired and liabilities assumed:

<u>(in thousands)</u>	
Cash and cash equivalents	\$ 91
Accounts receivable	686
Other assets, current and noncurrent	291
Property and equipment	459
Intangibles	7,390
Goodwill	13,060
Trade accounts payable	(478)
Accrued expenses and other liabilities	(1,814)
Deferred tax liabilities, current and noncurrent	(3,099)
	<u>\$16,586</u>

**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)**

The estimated fair value of accounts receivable approximates contractual value. The goodwill recognized is attributable primarily to the assembled workforce of PIDI and the opportunities for expected synergies. None of the goodwill arising in the acquisition is deductible for income tax purposes. Goodwill of \$12.3 million and \$0.8 million was assigned to the Target Analytics and ECBU reporting segments, respectively. The acquisition resulted in the identification of the following finite-lived intangible assets:

	Intangible assets acquired (in thousands)	Weighted average amortization period (in years)
Customer relationships	\$ 5,150	15
Marketing assets	140	2
Acquired software	1,550	8
Non-compete agreements	550	4
	\$ 7,390	

The fair value of the intangible assets was based on the income approach, which included both the relief of royalty and multi-period excess earnings methods. Customer relationships are amortized on an accelerated basis. Marketing assets, acquired software and non-compete agreements are amortized on a straight-line basis.

Pro forma results of operations for PIDI have not been presented because the results of PIDI are not material to the Company's consolidated financial results.

**2010 Acquisitions**

During the year ended December 31, 2010, the Company acquired two entities for total consideration of \$5.3 million, all of which was paid in cash. The results of operations of acquired entities have been included in the consolidated financial statements of the Company from the date of acquisition. Pro forma results of operations have not been presented because the effects of these business combinations, individually and in the aggregate, were not material to the consolidated results of operations of the Company. The Company recorded the purchase price allocation based on the estimated fair value of the assets acquired and liabilities assumed. None of the goodwill arising from the acquisitions completed in 2010 is deductible for income tax purposes.

**2009 Acquisitions**

During the year ended December 31, 2009, the Company acquired one entity for total consideration of \$2.4 million, all of which was paid in cash. The results of operations of acquired entities have been included in the consolidated financial statements of the Company from the date of acquisition. Pro forma results of operations have not been presented because the effects of these business combinations, individually and in the aggregate, were not material to the consolidated results of operations of the Company. The Company recorded the purchase price allocation based on the estimated fair value of the assets acquired and liabilities assumed. None of the goodwill arising from the acquisitions completed in 2009 is deductible for income tax purposes.

**Blackbaud, Inc.**

**Notes to consolidated financial statements—(Continued)**

**4. Property and equipment**

Property and equipment as of December 31, 2011 and 2010 consisted of the following:

(in thousands)	Estimated useful life (years)	December 31,	
		2011	2010
Equipment	3 - 5	\$ 2,809	\$ 3,660
Computer hardware	3 - 5	39,665	30,616
Computer software	3 - 5	9,660	10,982
Construction in progress	—	3,836	1,332
Furniture and fixtures	5 - 7	5,028	4,961
Leasehold improvements	term of lease	3,394	2,923
<b>Total property and equipment</b>		<b>64,392</b>	<b>54,474</b>
Less: accumulated depreciation		(29,995)	(31,511)
<b>Property and equipment, net of depreciation</b>		<b>\$ 34,397</b>	<b>\$ 22,963</b>

Depreciation expense was \$9.4 million, \$9.1 million and \$8.4 million for the years ended December 31, 2011, 2010 and 2009, respectively.

Property and equipment, net of depreciation, under capital leases at December 31, 2011 and 2010 was not material.

**5. Goodwill and other intangible assets**

As discussed in Note 15, the Company's reportable segments changed during the year ended December 31, 2011. Goodwill has been reallocated among the new reportable segments as of December 31, 2010. The change in goodwill for each reportable segment during the year ended December 31, 2011, consisted of the following:

(in thousands)	Target					Total
	ECBU	Analytics	GMBU	IBU	Other	
<b>Balance at December 31, 2010</b>	\$22,233	\$20,919	\$26,472	\$4,514	\$2,109	\$76,247
Additions related to business combinations	802	12,258	—	863	—	13,923
Disposition related to sale of assets	(12)	—	(35)	(14)	(13)	(74)
Effect of foreign currency translation	—	—	—	26	—	26
<b>Balance at December 31, 2011</b>	<b>\$23,023</b>	<b>\$33,177</b>	<b>\$26,437</b>	<b>\$5,389</b>	<b>\$2,096</b>	<b>\$90,122</b>

The Company has no accumulated impairment losses as of December 31, 2011 and 2010. Additions to goodwill during the year ended December 31, 2011, related to the acquisitions as described in Note 3 of these consolidated financial statements.

**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)**

The Company has recorded intangible assets acquired in various business combinations based on their fair values at the date of acquisition. The table below sets forth the balances of each class of intangible asset and related amortization, as of December 31, 2011 and 2010.

(in thousands)	December 31,	
	2011	2010
<b>Finite-lived gross carrying amount</b>		
Customer relationships	\$ 48,725	\$ 41,441
Marketing assets	2,502	2,365
Acquired software	16,087	12,406
Non-compete agreements	2,539	2,268
Database	4,275	4,275
<b>Total finite-lived gross carrying amount</b>	<b>74,128</b>	<b>62,755</b>
<b>Accumulated amortization</b>		
Customer relationships	(18,891)	(14,741)
Marketing assets	(1,627)	(1,202)
Acquired software	(6,171)	(4,935)
Non-compete agreements	(1,856)	(1,633)
Database	(2,263)	(1,729)
<b>Total accumulated amortization</b>	<b>(30,808)</b>	<b>(24,240)</b>
<b>Indefinite-lived gross carrying amount</b>		
Marketing assets	1,340	—
<b>Total intangible assets, net</b>	<b>\$ 44,660</b>	<b>\$ 38,515</b>

Additions to intangible assets during 2011 are related to the acquisitions described in Note 3 of these consolidated financial statements.

Amortization expense related to finite-lived intangible assets acquired in business combinations is allocated to cost of revenue on the statements of operations based on the revenue stream to which the asset contributes. The following table summarizes amortization expense for the years ended December 31, 2011, 2010 and 2009.

(in thousands)	Years ended December 31,		
	2011	2010	2009
<b>Included in cost of revenue:</b>			
Cost of license fees	\$ 635	\$ 588	\$ 476
Cost of subscriptions	3,341	3,058	3,239
Cost of services	1,572	1,390	1,344
Cost of maintenance	975	1,223	1,302
Cost of other revenue	75	75	75
<b>Total included in cost of revenue</b>	<b>6,598</b>	<b>6,334</b>	<b>6,436</b>
Included in operating expenses	980	798	768
<b>Total</b>	<b>\$7,578</b>	<b>\$7,132</b>	<b>\$7,204</b>

**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)**

The following table outlines the estimated future amortization expense for each of the next five years for finite-lived intangible assets as of December 31, 2011:

<b>Years ended December 31,</b>	<b>Amortization expense (in thousands)</b>
2012	\$ 7,359
2013	6,947
2014	6,397
2015	5,496
2016	4,910
Total	\$ 31,109

**6. Prepaid expenses and other current assets**

Prepaid expenses and other current assets consisted of the following as of December 31, 2011 and 2010:

<b>(in thousands)</b>	<b>December 31,</b>	
	<b>2011</b>	<b>2010</b>
Deferred sales commissions	\$16,452	\$11,548
Prepaid software maintenance and royalties	7,007	4,352
Deferred professional service costs	3,098	3,447
Taxes, prepaid and receivable	343	9,253
Other	4,116	3,539
Total prepaid expenses and other current assets	\$31,016	\$32,139

**7. Accrued expenses and other current liabilities**

Accrued expenses and other current liabilities consisted of the following as of December 31, 2011 and 2010:

<b>(in thousands)</b>	<b>December 31,</b>	
	<b>2011</b>	<b>2010</b>
Accrued bonuses	\$ 9,832	\$ 8,952
Accrued commissions and salaries	6,475	5,922
Taxes payable	4,384	3,683
Customer credit balances	3,762	3,335
Accrued accounting and legal fees	1,490	1,083
Accrued royalties	1,418	1,273
Accrued health care costs	996	862
Other	4,350	3,168
Total accrued expenses and other current liabilities	\$32,707	\$28,278

**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)****8. Deferred revenue**

Deferred revenue consisted of the following as of December 31, 2011 and 2010:

(in thousands)	December 31,	
	2011	2010
Maintenance	\$ 81,913	\$ 78,382
Subscriptions	50,849	39,532
Services	29,675	32,379
License fees and other	1,000	368
Total deferred revenue	163,437	150,661
Less: Long-term portion of deferred revenue	(9,772)	(6,900)
Current portion of deferred revenue	\$153,665	\$143,761

**9. Debt****Revolving credit facility**

In June 2011, the Company entered into a five-year \$125.0 million revolving credit facility. The revolving credit facility is guaranteed by the Company's material subsidiaries, as defined, and is collateralized with the stock of all of the Company's subsidiaries, as defined. At December 31, 2011 and 2010, there were no outstanding borrowings under the credit facility.

Amounts borrowed under the revolving credit facility bear interest, at the Company's option, at a variable rate based on (a) the highest of (i) the prime rate (ii) federal funds rate plus 0.5% or (iii) one month LIBOR plus 1%, in addition to a margin of 0.375% to 1.0% (Base Rate Loans) or (b) LIBOR plus a margin of 1.375% to 2.0% (LIBOR Loans). The exact amount of any margin depends on the nature of the loan and the Company's leverage ratio at the time of the borrowing. The Company also pays a quarterly commitment fee on the unused portion of the revolving credit facility equal to 0.25%, 0.275%, 0.3% or 0.35% per annum, depending on the Company's leverage ratio. At December 31, 2011, the commitment fee was 0.25%.

Under the credit facility, the Company has the ability to choose either Base Rate Loans or LIBOR Loans. Base rate borrowings mature in June 2016. LIBOR Loans can be one, two, three or six month maturities (or, if agreed to by all applicable lenders, nine or twelve months), and the Company has the ability to extend the maturity of these loans by rolling them at their maturity into new loans with the same or longer maturities. The Company evaluates the classification of its debt based on the maturity of individual borrowings and any roll-over of borrowings subsequent to the balance sheet date, but prior to issuance of the consolidated financial statements.

**Deferred financing costs**

In connection with the Company's credit facility entered into in June 2011, the Company paid \$0.8 million of financing costs, which is amortized over the term of the new facility. As of December 31, 2011 and 2010, deferred financing costs totaling \$0.8 million and \$0.1 million, respectively, are included in other assets on the consolidated balance sheet.



**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)****10. Commitments and contingencies****Leases**

The Company leases its headquarters facility under a 15 year lease agreement which was entered into in October 2008, and has two five-year renewal options. The annual base rent of the lease is \$3.6 million payable in equal monthly installments. The base rent escalates annually at a rate equal to the change in the consumer price index, as defined in the agreement, but not to exceed 5.5% in any year. In addition, under the terms of the lease, the lessor will reimburse the Company an aggregate amount of \$4.0 million for leasehold improvements, which will be recorded as a reduction to rent expense ratably over the term of the lease. During each of the years ended December 31, 2011, 2010 and 2009, rent expense was reduced by \$0.3 million related to this lease provision. The \$4.0 million leasehold improvement allowance has been included in the table of operating lease commitments below as a reduction in the Company's lease commitments ratably over the then remaining life of the lease from October 2008. The timing of the reimbursements for the actual leasehold improvements may vary from the amount reflected in the table below.

Additionally, the Company has subleased a portion of its facilities under various agreements extending through 2014. Under these agreements, rent expense was reduced by \$0.4 million in each of the years ended December 31, 2011, 2010 and 2009, respectively. The operating lease commitments in the table below have been reduced by minimum aggregate sublease commitments of \$0.3 million during 2012 and 2013; the amount in 2014 is immaterial. No minimum aggregate sublease commitments exist after 2014. The Company has also received, and expects to receive through 2016, quarterly South Carolina state incentive payments as a result of locating its headquarters facility in Berkeley County, South Carolina. These amounts are recorded as a reduction of rent expense and were \$2.3 million, \$2.0 million and \$1.7 million for the years ended December 31, 2011, 2010 and 2009, respectively. Total rent expense was \$4.7 million, \$5.4 million and \$5.3 million for the years ended December 31, 2011, 2010 and 2009, respectively.

Additionally, the Company leases various office space and equipment under operating leases. The Company also has various non-cancelable capital leases for computer equipment and furniture that are not significant.

As of December 31, 2011, the future minimum lease commitments related to lease agreements, net of related sublease commitments and lease incentives, were as follows:

<b>Years ending December 31, (in thousands)</b>	<b>Operating leases</b>
2012	\$ 6,658
2013	5,491
2014	5,452
2015	5,015
2016	4,236
Thereafter	33,277
<b>Total minimum lease payments</b>	<b>\$60,129</b>

**Other commitments**

The Company utilizes third-party relationships in conjunction with its products, with contractual arrangements varying in length from one to three years. In certain cases, these arrangements require a minimum annual purchase commitment. As of December 31, 2011, the remaining aggregate minimum purchase commitment

**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)**

under these arrangements is approximately \$8.1 million through 2013. The Company incurred expense under these arrangements of \$6.8 million, \$4.1 million and \$2.5 million for the years ended December 31, 2011, 2010 and 2009, respectively.

**Legal contingencies**

The Company is subject to legal proceedings and claims that have arisen in the ordinary course of business. The Company records an accrual for a contingency when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. The Company does not believe the amount of potential liability with respect to legal proceedings and/or claims in the ordinary course of business will have a material adverse effect upon the Company's consolidated financial position, results of operations or cash flows.

**Guarantees and indemnification obligations**

The Company enters into agreements in the ordinary course of business with, among others, customers, vendors and service providers. Pursuant to certain of these agreements the Company has agreed to indemnify the other party for certain matters, such as property damage, personal injury, acts or omissions of the Company, or its employees, agents or representatives, or third-party claims alleging that the activities of its contractual partner pursuant to the contract infringe a patent, trademark or copyright of such third party.

The Company assesses the fair value of its liability on the above indemnities to be immaterial based on historical experience and information known at December 31, 2011.

**11. Income taxes**

The Company files income tax returns in the U.S. for federal and various state jurisdictions as well as in foreign jurisdictions including Canada, United Kingdom, Australia and Netherlands. The Company is generally subject to U.S. federal income tax examination for calendar tax years 2008 through 2010 as well as state and foreign income tax examinations for various years depending on statutes of limitations of those jurisdictions.

The following summarizes the components of income tax expense:

(in thousands)	Years ended December 31,		
	2011	2010	2009
<b>Current taxes:</b>			
U.S. Federal	\$ 3,434	\$ 4,130	\$ 3,394
U.S. State and local	1,030	1,228	1,391
International	40	78	298
<b>Total current taxes</b>	<b>4,504</b>	<b>5,436</b>	<b>5,083</b>
<b>Deferred taxes:</b>			
U.S. Federal	11,943	10,077	11,268
U.S. State and local	1,536	1,262	1,196
International	54	(26)	—
<b>Total deferred taxes</b>	<b>13,533</b>	<b>11,313</b>	<b>12,464</b>
<b>Total income tax provision</b>	<b>\$18,037</b>	<b>\$16,749</b>	<b>\$17,547</b>

**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)**

The following summarizes the components of income before provision for income taxes:

(in thousands)	Years ended December 31,		
	2011	2010	2009
U.S.	\$50,946	\$45,700	\$43,755
International	311	236	1,312
Income before provision for income taxes	\$51,257	\$45,936	\$45,067

A reconciliation between the effect of applying the federal statutory rate and the effective income tax rate used to calculate the Company's income tax provision is as follows:

	Years ended December 31,		
	2011	2010	2009
Federal statutory rate	35.0%	35.0%	35.0%
Effect of:			
State income taxes, net of federal benefit	4.2	4.3	4.2
Change in state income tax rate applied to deferred tax asset	0.6	—	—
Disqualifying dispositions of incentive stock options	(0.2)	(0.3)	(0.2)
Non-deductible compensation expense	(0.4)	1.0	1.2
State credits, net of federal benefit	(2.2)	(2.4)	(2.1)
Change in valuation reserve	0.7	2.4	3.4
Federal credits generated	(2.7)	(3.2)	(3.0)
Other	0.2	(0.3)	0.4
Income tax provision effective rate	35.2%	36.5%	38.9%

The Company recorded net excess tax benefits attributable to stock option and stock appreciation right exercises and restricted stock vesting of \$0.2 million, \$2.7 million and \$2.2 million in stockholders' equity during the years ended December 31, 2011, 2010 and 2009, respectively.

**Blackbaud, Inc.**

**Notes to consolidated financial statements—(Continued)**

The significant components of the Company's deferred tax asset were as follows:

(in thousands)	December 31,	
	2011	2010
<b>Deferred tax assets relating to:</b>		
State and foreign tax credits	\$ 11,148	\$ 11,236
Federal and state net operating loss carryforwards	16,842	18,894
Allowance for doubtful accounts	1,456	1,014
Deferred revenue	3,343	6,146
Intangible assets	20,969	28,466
Effect of expensing nonqualified stock options and restricted stock	8,142	5,929
Other	5,595	3,687
<b>Total deferred tax assets</b>	<b>67,495</b>	<b>75,372</b>
<b>Deferred tax liabilities relating to:</b>		
Intangible assets	(8,407)	(8,995)
Fixed assets	(9,132)	(4,994)
Other	(8,950)	(4,291)
<b>Total deferred tax liabilities</b>	<b>(26,489)</b>	<b>(18,280)</b>
<b>Valuation allowance</b>	<b>(10,079)</b>	<b>(9,614)</b>
<b>Net deferred tax asset</b>	<b>\$ 30,927</b>	<b>\$ 47,478</b>

As of December 31, 2011, the Company had state tax credit carryovers of approximately \$11.1 million, net of federal tax, which will expire between 2012 and 2026, if unused. These state tax credits had a valuation reserve of approximately \$8.9 million, net of federal tax, as of December 31, 2011.

The Company acquired all of its federal and state net operating loss carryforwards in business acquisitions. At December 31, 2011, the Company had deferred tax assets of \$14.4 million for federal net operating loss carryforwards and \$2.4 million for state net operating loss carryforwards. These deferred assets pertain to net operating loss carryforwards of approximately \$41.2 million and \$50.4 million for federal and state purposes, respectively, at December 31, 2011. These net operating loss carryforwards expire during various tax years through 2030. As a result of the Kintera acquisition, Kintera underwent a change in ownership under Section 382 of the Internal Revenue Code (IRC Sec. 382) on July 8, 2008, the date of the Company's acquisition. In general, IRC Sec. 382 places annual limitations on the use of certain tax attributes such as net operating losses and tax credit carryovers in existence at the ownership change date. These limitations restrict the amount of the aforementioned net operating loss carryforwards that are available to offset taxable income each year. A portion of the state net operating loss carryforward has a valuation reserve due to management's uncertainty regarding the future ability to use such carryforwards.

The following table illustrates the change in the Company's deferred tax asset valuation allowance:

(in thousands)	Balance at beginning of year	Acquisition related change	Charges to expense	Balance at end of year
<b>Years ended December 31,</b>				
2011	\$ 9,614	\$ —	\$ 465	\$ 10,079
2010	7,994	75	1,545	9,614
2009	7,865	(1,378)	1,507	7,994

**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)**

The following table sets forth the change to the Company's unrecognized tax benefit for the year ended December 31, 2011, 2010 and 2009:

(in thousands)	December 31,		
	2011	2010	2009
Balance at beginning of year	\$1,414	\$1,231	\$ 346
Increases from prior period positions	87	126	427
Decreases in prior year position	(9)	—	—
Increases from current period positions	285	297	485
Lapse of statute of limitations	—	(240)	(27)
Balance at end of year	\$1,777	\$1,414	\$1,231

The total amount of unrecognized tax benefit that, if recognized, would favorably affect the effective tax rate was \$1.8 million at December 31, 2011. The Company recognizes accrued interest and penalties, if any, related to unrecognized tax benefits as a component of income tax expense. The total amount of accrued interest and penalties included in the consolidated balance sheet as of December 31, 2011 and 2010 was \$0.2 million and \$0.1 million, respectively. The total amount of interest and penalties included in the consolidated statement of operations as an increase in income tax expense for 2011 was \$0.1 million. The total amount of interest and penalties included in the consolidated statement of operations for 2010 was \$0.2 million of a decrease in income tax expense; interest and penalties were immaterial in 2009.

The Company has taken positions in certain taxing jurisdictions related to state nexus issues for which it is reasonably possible that the total amounts of unrecognized tax benefits might decrease within the next twelve months. This possible decrease could result from the finalization of state income tax reviews and the expiration of statutes of limitations. The reasonably possible decrease is not material at December 31, 2011.

It continues to be the Company's intention to indefinitely reinvest undistributed foreign earnings. Accordingly, no deferred tax liability has been recorded in connection with the undistributed foreign earnings of approximately \$1.4 million. It is not practicable for the Company to determine the amount of the unrecognized deferred tax liability for temporary differences related to investments in foreign subsidiaries.

**12. Stock-based compensation****Employee stock-based compensation plans**

Under the Blackbaud, Inc. 2008 Equity Incentive Plan (2008 Equity Plan), the Company may grant incentive stock options, non-statutory stock options, restricted stock awards, restricted stock unit awards, stock appreciation rights, performance stock awards and other stock awards to eligible employees, directors and consultants. The Company maintains other stock based compensation plans including the 2004 Stock Plan and the 2001 Stock Option Plan, under which no additional grants may be made, and the 2009 Equity Compensation Plan for Employees from Acquired Companies, under which the Company may grant shares of its common stock to employees pursuant to employment contracts or other arrangements entered into in connection with past and future acquisitions. In connection with the acquisition of Kintera on July 8, 2008, the Company also maintains the Kintera, Inc. 2000 Stock Option Plan, as amended (Kintera 2000 Plan) and Kintera, Inc. Amended and Restated 2003 Equity Incentive Plan, as amended (Kintera 2003 Plan), that it assumed upon the acquisition of Kintera. The Company's Compensation Committee of the Board of Directors administers the plans and the stock-based awards are granted under terms determined by them. The total number of authorized stock-based awards

**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)**

available under the Company's plans was 1,105,980 as of December 31, 2011. The Company issues common stock from its pool of authorized stock upon exercise of stock options, settlement of stock appreciation rights or upon granting of restricted stock.

The Company has issued four types of awards under these plans: stock options, restricted stock awards, performance-based restricted stock unit awards and stock appreciation rights. The following table sets forth the number of awards outstanding for each award type as of December 31, 2011 and 2010.

Award type	Outstanding at December 31,	
	2011	2010
Stock options	216,848	406,425
Restricted stock awards	1,079,930	1,151,775
Performance-based restricted stock unit awards	147,912	61,891
Stock appreciation rights	2,305,049	2,417,658

The majority of the stock-based awards granted under these plans have a 10-year contractual term. The option to purchase 800,000 shares of common stock granted on November 28, 2005, to the current Chief Executive Officer (CEO), has a 7-year contractual term. Additionally, stock appreciation rights (SARs) have contractual lives of 5 or 7 years.

The Company recognizes compensation expense associated with options and restricted stock unit awards with performance or market based vesting conditions on an accelerated basis over the requisite service period of the individual grantees, which generally equals the vesting period. The Company recognizes compensation expense associated with restricted stock awards and SARs on a straight-line basis over the requisite service period of the individual grantees, which generally equals the vesting period.

Stock-based compensation expense is allocated to expense categories on the statements of operations based on the employees' departmental cost center. The following table summarizes stock-based compensation expense for the year ended December 31, 2011, 2010 and 2009.

(in thousands)	Years ended December 31,		
	2011	2010	2009
Included in cost of revenue:			
Cost of subscriptions	\$ 571	\$ 392	\$ 387
Cost of services	1,966	1,742	1,433
Cost of maintenance	741	814	750
Total included in cost of revenue	3,278	2,948	2,570
Included in operating expenses:			
Sales and marketing	1,325	1,366	1,605
Research and development	3,039	2,844	2,944
General and administrative	7,242	5,901	5,291
Total included in operating expenses	11,606	10,111	9,840
Total	\$14,884	\$13,059	\$12,410

**Blackbaud, Inc.**

**Notes to consolidated financial statements—(Continued)**

The total amount of compensation cost related to non-vested awards not recognized was \$37.1 million at December 31, 2011. This amount will be recognized over a weighted average period of 2.0 years.

**Stock options**

The following table summarizes the options outstanding under each of the Company's stock-based compensation plans as of December 31, 2011. All options are fully vested at December 31, 2011.

Plan	Date of adoption	Options outstanding	Range of exercise prices
2001 Stock Option Plan	July 1, 2001	1,875	\$ 4.80
2004 Stock Plan	March 23, 2004	207,244	\$ 8.60-\$16.10
Kintera 2000 Plan	July 8, 2008(1)	395	\$ 19.26
Kintera 2003 Plan	July 8, 2008(1)	7,334	\$10.59-\$19.26
<b>Total</b>		<b>216,848</b>	

(1) In connection with the acquisition of Kintera, the Company assumed certain stock options issued and outstanding at the date of acquisition.

A summary of outstanding options as of December 31, 2011, and changes during the year then ended, is as follows:

Options	Share options	Weighted average exercise price	Weighted average remaining contractual term (in years)	Aggregate intrinsic value (in thousands)
Outstanding at January 1, 2011	406,425	\$ 13.22		
Exercised	(180,816)	11.29		
Expired	(8,761)	5.01		
Outstanding, vested and exercisable at December 31, 2011	216,848	\$ 15.16	1.3	\$ 2,720

The total intrinsic value of options exercised during the years ended December 31, 2011, 2010 and 2009 was \$3.1 million, \$9.1 million and \$5.9 million, respectively. The total fair value of options that vested during the years ended December 31, 2011 and 2010 was not material. The total fair value of options that vested during the year ended December 31, 2009, was \$2.3 million. All outstanding options granted by the Company had a fair market value assigned at grant date based on the use of the Black-Scholes option pricing model. The assumptions used in the valuation of options are the same as described in the stock appreciation rights section below.

There have been no new stock option awards granted since 2005.

**Restricted stock awards**

The Company has also granted shares of common stock subject to certain restrictions under the 2008 Equity Plan and the 2004 Stock Plan. Restricted stock awards granted to employees vest in equal annual installments over four years from the grant date. Restricted stock awards granted to non-employee directors vest after one year from the date of grant or, if earlier, immediately prior to the next annual election of directors, provided the non-employee director is serving as a director at that time. Restricted stock awards granted to the Company's executive officers and certain members of management are subject to accelerated vesting upon a change in

**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)**

control of the Company as defined in the employees' retention agreement. The fair market value of the stock at the time of the grant is amortized on a straight-line basis to expense over the period of vesting. Recipients of restricted stock awards have the right to vote such shares and receive dividends. Income tax benefits resulting from the vesting of restricted stock awards are recognized in the period the restrictions lapse to the extent expense has been recognized. Tax benefits associated with stock-based compensation in excess of the related book expense recorded are credited to additional paid-in capital within stockholders' equity.

A summary of unvested restricted stock awards as of December 31, 2011, and changes during the year then ended, is as follows:

	Restricted stock awards	Weighted average grant-date fair value
<b>Unvested restricted stock awards</b>		
Unvested at January 1, 2011	1,151,775	\$ 22.45
Granted	502,426	27.98
Vested	(453,734)	21.89
Forfeited	(120,537)	22.73
Unvested at December 31, 2011	1,079,930	\$ 25.22

As of December 31, 2011, the number and intrinsic value of restricted stock awards expected to vest was 1,025,842 and \$28.4 million, respectively. The total fair value of restricted stock awards that vested during the years ended December 31, 2011, 2010 and 2009 was \$9.9 million, \$9.0 million and \$9.3 million, respectively. The weighted average grant-date fair value of restricted stock awards granted during the years ended December 31, 2011, 2010 and 2009 was \$27.98, \$26.61 and \$21.36, respectively.

**Performance-based restricted stock unit awards**

The Company has also granted restricted stock units subject to certain restrictions under the 2008 Equity Plan. Restricted stock units granted to employees vest in equal annual installments over three years from the grant date subject to meeting certain performance conditions that are based on company and/or market conditions. Restricted stock units granted to the Company's executive officers and certain members of management are subject to accelerated vesting upon a change in control of the Company as defined in the employees' retention agreement. The fair market value of the stock at the time of the grant is amortized on an accelerated basis to expense over the period of vesting. Income tax benefits resulting from the vesting of restricted stock units are recognized in the period the unit is exercised to the extent expense has been recognized. Tax benefits associated with stock-based compensation in excess of the related book expense recorded are credited to additional paid-in capital within stockholders' equity.

A summary of unvested restricted stock unit awards as of December 31, 2011 is as follows:

	Restricted stock unit awards	Weighted average grant-date fair value
<b>Unvested restricted stock unit awards</b>		
Unvested at January 1, 2011	61,891	\$ 22.79
Granted	101,025	26.68
Forfeited	(10,193)	22.79
Vested	(4,811)	22.79
Unvested at December 31, 2011	147,912	\$ 25.44



**Blackbaud, Inc.**

**Notes to consolidated financial statements—(Continued)**

As of December 31, 2011, the number and intrinsic value of restricted stock units expected to vest was 145,797 and \$4.0 million, respectively.

**Stock appreciation rights**

The Company has granted SARs under the 2008 Equity Plan and the 2004 Stock Plan to certain members of management. The SARs will be settled in stock at the time of exercise and vest three and four years from the date of grant subject to the recipient's continued employment with the Company. SARs granted to the Company's executive officers and certain members of management are subject to accelerated vesting upon a change in control of the Company as defined in the employees' retention agreement. The number of shares issued upon the exercise of the SARs is calculated as the difference between the share price of the Company's stock on the date of exercise and the date of grant multiplied by the number of SARs divided by the share price on the exercise date.

A summary of SARs as of December 31, 2011, and changes during the year then ended, is as follows:

	Stock appreciation rights	Weighted average exercise price	Weighted average remaining contractual term (in years)	Aggregate intrinsic value (in thousands)
<b>Stock appreciation rights</b>				
Outstanding at January 1, 2011	2,417,658	\$ 23.53		
Granted	559,549	28.10		
Exercised	(482,366)	24.37		
Forfeited	(189,792)	23.39		
Outstanding at December 31, 2011	2,305,049	\$ 24.47	5.25	\$ 7,678
Unvested and expected to vest at December 31, 2011	1,324,707	\$ 25.67	5.91	\$ 3,028
Vested and exercisable at December 31, 2011	933,927	\$ 22.72	4.27	\$ 4,650

The total intrinsic value of SARs exercised during the year ended December 31, 2011 and 2010 was \$2.2 million and \$1.4 million, respectively. There were no SARs exercises prior to 2009. The total fair value of SARs that vested during the year ended December 31, 2011, 2010 and 2009 was \$3.6 million, \$3.6 million and \$3.1 million, respectively. The weighted average grant date fair value of SARs granted for the years ended December 31, 2011, 2010 and 2009 was \$8.10, \$7.17 and \$7.38, respectively. All outstanding SARs granted by the Company had a fair market value assigned at the grant date based on the use of the Black-Scholes option pricing model. Significant assumptions used in the Black-Scholes option pricing model for SARs granted in 2011, 2010 and 2009 are as follows:

	Years ended December 31,		
	2011	2010	2009
Volatility	41% to 42%	40% to 42%	45%
Dividend yield	1.7% to 1.8%	1.6% to 1.8%	1.7%
Risk-free interest rate	0.6% to 1.9%	0.9% to 1.9%	1.8%
Expected SAR life in years	4	4	4

**Blackbaud, Inc.****Notes to consolidated financial statements—(Continued)**

The expected volatility assumption is based on the historical volatility of the Company's stock and the average expected volatility over the expected life of the SAR. The dividend yield is based on the adopted dividend policy in effect at the time of grant and the expectation of future dividends. The risk-free interest rate is based on United States Treasury rate for a term consistent with the expected life of the SAR at the time of grant. The expected life of the SAR represents the length of time from grant until the SAR is exercised based on experience.

**13. Stockholders' equity****Preferred stock**

The Company's Board of Directors may fix the relative rights and preferences of each series of preferred stock in a resolution of the Board of Directors.

**Dividends**

The Company's Board of Directors has adopted a dividend policy which provides for the distribution to stockholders a portion of cash generated by the Company that is in excess of operational needs and capital expenditures. The Company's credit facility limits the amount of dividends payable and certain state laws restrict the amount of dividends distributed.

The following table provides information with respect to quarterly dividends paid on common stock during the year ended December 31, 2011:

<b>Declaration Date</b>	<b>Dividend per Share</b>	<b>Record Date</b>	<b>Payable Date</b>
February 2011	\$0.12	February 28	March 15
May 2011	\$0.12	May 27	June 15
August 2011	\$0.12	August 26	September 15
November 2011	\$0.12	November 28	December 15

On February 22, 2012, the Company's Board of Directors declared a first quarter dividend of \$0.12 per share payable on March 15, 2012 to stockholders of record on March 5, 2012.

**Stock repurchase program**

The Company has a repurchase program that authorizes the Company to purchase up to \$50.0 million of its outstanding shares of common stock. The program does not have an expiration date. The shares can be purchased from time to time on the open market or in privately negotiated transactions depending upon market conditions and other factors.

The Company accounts for purchases of treasury stock under the cost method. The remaining amount available to purchase stock under the stock repurchase program was \$50.0 million as of December 31, 2011.

**14. Employee profit-sharing plan**

The Company has a 401(k) profit-sharing plan (the 401K Plan) covering substantially all employees. Employees can contribute between 1% and 30% of their salaries in 2011, 2010 and 2009, and the Company matches 50% of

**Blackbaud, Inc.**

**Notes to consolidated financial statements—(Continued)**

qualified employees' contributions up to 6% of their salary. The 401K Plan also provides for additional employer contributions to be made at the Company's discretion. Total matching contributions to the 401K Plan for the years ended December 31, 2011, 2010 and 2009 were \$4.0 million, \$3.5 million and \$3.4 million, respectively. There was no discretionary contribution by the Company to the 401K Plan in 2011, 2010 and 2009.

**15. Segment information**

As of December 31, 2011, the Company's reportable segments were as follows: the ECBU, the GMBU, the IBU, and Target Analytics. Following is a description of each reportable segment:

- The ECBU is focused on marketing, sales, delivery and support to large and/or strategic customers, named prospects and customers in North America.
- The GMBU is focused on marketing, sales, delivery and support to all emerging and mid-sized prospects and customers in North America.
- The IBU is focused on marketing, sales, delivery and support to all prospects and customers outside of North America.
- Target Analytics is focused on marketing, sales and delivery of analytics services to all prospects and customers in North America.

The Company's chief operating decision maker is its chief executive officer, or CEO. The CEO reviews financial information presented on an operating segment basis for the purposes of making certain operating decisions and assessing financial performance. The CEO uses internal financial reports that provide segment revenues and operating income, excluding stock-based compensation expense, amortization expense, depreciation expense, research and development expense and certain corporate sales, marketing, general and administrative expenses. The CEO believes that the exclusion of these costs allows for a better understanding of the operating performance of the operating units and management of other operating expenses and cash needs. The CEO does not review any segment balance sheet information.

**Blackbaud, Inc.**

**Notes to consolidated financial statements—(Continued)**

The Company has recast its segment disclosures for 2010 and 2009 to present the reportable segments on a consistent basis with the current year. Summarized reportable segment financial results for the year ended December 31, 2011, 2010 and 2009 were as follows:

(in thousands)	Years ended December 31,		
	2011	2010	2009
<b>Revenue by segment:</b>			
ECBU	\$ 119,025	\$ 98,800	\$ 89,180
GMBU	171,965	159,839	155,412
IBU	33,298	27,147	27,014
Target Analytics	37,262	33,306	31,542
Other(1)	9,318	7,473	6,322
<b>Total revenue</b>	<b>\$370,868</b>	<b>\$326,565</b>	<b>\$309,470</b>
<b>Segment operating income(2):</b>			
ECBU	45,786	43,267	38,706
GMBU	102,239	93,177	93,264
IBU	5,956	6,039	7,242
Target Analytics	18,375	16,465	15,146
Other(1)	6,642	4,002	3,263
	178,998	162,950	157,621
<b>Less:</b>			
Corporate unallocated costs(3)	105,608	96,735	92,835
Stock-based compensation costs	14,884	13,059	12,410
Amortization expense	7,578	7,132	7,204
Interest expense (income), net	17	(10)	325
Other (income) expense, net	(346)	98	(220)
<b>Income before provision for income taxes</b>	<b>\$ 51,257</b>	<b>\$ 45,936</b>	<b>\$ 45,067</b>

- (1) Other includes revenue and the related costs from the sale of products and services not directly attributable to an operating segment.
- (2) Segment operating income includes direct, controllable costs related to the sale of products and services by the reportable segment, except for IBU, which includes operating costs from our foreign locations such as sales, marketing, general, administrative, depreciation, facilities and IT support costs.
- (3) Corporate costs include research and development, data center operating costs, depreciation expense, and certain corporate sales, marketing, general and administrative expenses.

The Company also derives a portion of its revenue from its foreign operations. The following table presents revenue by geographic region based on country of invoice origin and identifiable, long-lived assets by geographic region based on the location of the assets.

(in thousands)	United States	Canada	Europe	Pacific	Total
<b>Revenue from external customers:</b>					
2011	\$ 317,305	\$21,725	\$21,162	\$10,676	\$370,868
2010	282,450	17,862	19,251	7,002	326,565
2009	269,720	13,793	20,506	5,451	309,470
<b>Property and equipment:</b>					
December 31, 2011	\$ 33,255	\$ 106	\$ 772	\$ 264	\$ 34,397
December 31, 2010	22,138	49	581	195	22,963

**Blackbaud, Inc.**

**Notes to consolidated financial statements—(Continued)**

It is impractical for the Company to identify its revenues by product category.

**16. Quarterly results (unaudited)**

(in thousands, except per share data)	March 31, 2011			June 30, 2011		
	As previously reported (1)	Adjustment	As revised	As previously reported (1)	Adjustment	As revised
Total revenue	\$ 87,274	\$ (646)	\$86,628	\$ 93,402	\$ 380	\$ 93,782
Gross profit	51,034	(547)	50,487	54,276	218	54,494
Income from operations	10,288	(480)	9,808	13,774	713	14,487
Income before provision for income taxes	10,366	(480)	9,886	13,975	713	14,688
Net income	7,584	(291)	7,293	8,928	434	9,362
Earnings per share						
Basic	\$ 0.17	\$ 0.00	\$ 0.17	\$ 0.21	\$ 0.01	\$ 0.22
Diluted	\$ 0.17	\$ 0.00	\$ 0.17	\$ 0.20	\$ 0.01	\$ 0.21

(in thousands, except per share data)	September 30, 2011			December 31, 2011
	As previously reported (1)	Adjustment	As revised	As reported
Total revenue	\$ 95,531	\$ (118)	\$95,413	\$ 95,045
Gross profit	55,862	(140)	55,722	52,971
Income from operations	15,683	351	16,034	10,599
Income before provision for income taxes	15,572	351	15,923	10,760
Net income	9,761	453	10,214	6,351
Earnings per share				
Basic	\$ 0.22	\$ 0.01	\$ 0.23	\$ 0.15
Diluted	\$ 0.22	\$ 0.01	\$ 0.23	\$ 0.14

(in thousands, except per share data)	March 31, 2010			June 30, 2010		
	As previously reported (1)	Adjustment	As revised	As previously reported (1)	Adjustment	As revised
Total revenue	\$ 76,239	\$ 298	\$76,537	\$ 80,671	\$ 139	\$ 80,810
Gross profit	45,593	111	45,704	48,985	135	49,120
Income from operations	9,668	(124)	9,544	11,155	983	12,138
Income before provision for income taxes	9,645	(124)	9,521	10,914	983	11,897
Net income	5,952	(67)	5,885	6,790	587	7,377
Earnings per share						
Basic	\$ 0.14	\$ 0.00	\$ 0.14	\$ 0.16	\$ 0.01	\$ 0.17
Diluted	\$ 0.13	\$ 0.00	\$ 0.13	\$ 0.15	\$ 0.02	\$ 0.17

**Blackbaud, Inc.**

**Notes to consolidated financial statements—(Continued)**

(in thousands, except per share data)	September 30, 2010			December 31, 2010		
	As previously reported (1)	Adjustment	As revised	As previously reported (1)	Adjustment	As revised
Total revenue	\$ 83,226	\$ 224	\$83,450	\$ 86,958	\$ (1,190)	\$85,768
Gross profit	49,951	281	50,232	50,750	(1,380)	49,370
Income from operations	13,126	294	13,420	12,348	(1,426)	10,922
Income before provision for income taxes	13,155	294	13,449	12,466	(1,397)	11,069
Net income	8,519	165	8,684	8,544	(1,303)	7,241
Earnings per share						
Basic	\$ 0.20	\$ 0.00	\$ 0.20	\$ 0.20	(\$ 0.03)	\$ 0.17
Diluted	\$ 0.20	\$ 0.00	\$ 0.20	\$ 0.20	(\$ 0.03)	\$ 0.17

(1) See *Revision of prior period financial statements* discussed in Note 1.

Earnings per common share are computed independently for each of the periods presented and, therefore, may not add up to the total for the year. The results of operations of acquired companies are included in the consolidated results of operations from the date of their respective acquisition as described in Note 3.

**17. Subsequent events**

**Proposed Convio acquisition**

On January 16, 2012, the Company entered into an Agreement and Plan of Merger with Convio, Inc. (Convio), a leading provider of on-demand constituent engagement solutions that enable nonprofit organizations to more effectively raise funds, advocate for change and cultivate relationships. Under the terms of the agreement, the Company will acquire all of the outstanding shares of common stock of Convio for \$16.00 per share, representing a premium of 49% compared to Convio's closing price prior to the announcement of the proposed acquisition and an enterprise value of approximately \$275.0 million (based on dilutive shares). The Company will finance the deal through a combination of cash and debt.

**Amended and restated credit facility**

The Company amended and restated its credit facility to a \$325.0 million five-year credit facility on February 9, 2012. The credit facility includes the following facilities: a dollar and a designated currency revolving credit facility with sublimits for letters of credit and swingline loans, and a delayed draw term loan. The credit facility is secured by the stock and limited liability company interests of certain subsidiaries that were pledged as part of the closing. Amounts outstanding under the credit facility will be guaranteed by material domestic subsidiaries of the Company, if any. In connection with the amended credit facility, the Company incurred \$2.4 million of financing costs.

**STOCK PURCHASE AGREEMENT**

**BY AND AMONG**

**EVERYDAY HERO PTY LTD,**

**ALL OF THE STOCKHOLDERS OF EVERYDAY HERO PTY LTD,**

**NATHAN BETTERIDGE AS STOCKHOLDER REPRESENTATIVE**

**and**

**BLACKBAUD PACIFIC PTY LTD**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	1
THE PURCHASE AND SALE OF SHARES; CLOSING	
1.1	1
1.2	2
1.3	2
1.4	3
ARTICLE II	4
REPRESENTATIONS AND WARRANTIES OF THE COMPANY	
2.1	5
2.2	5
2.3	7
2.4	7
2.5	8
2.6	8
2.7	8
2.8	9
2.9	9
2.10	11
2.11	15
2.12	15
2.13	17
2.14	21
2.15	21
2.16	22
2.17	22
2.18	23
2.19	23
2.20	23
2.21	23
2.22	24
2.23	24
2.24	26
2.24	26
2.25	27
2.27	27
2.28	27
2.29	27
2.30	28
2.31	28
2.32	28
2.33	29
2.34	29
ARTICLE III	29
REPRESENTATIONS AND WARRANTIES OF BLACKBAUD	
3.1	29
3.2	29
3.3	29
3.4	30



	<u>Page</u>	
ARTICLE IV	ADDITIONAL AGREEMENTS	30
4.1	Confidentiality	30
4.2	Publicity	30
4.3	Reasonable Efforts	30
4.4	Additional Documents and Further Assurances	30
4.5	Breach	30
4.6	Expenses	31
4.7	[INTENTIONALLY OMITTED]	31
4.8	Resignation of Officers and Directors	31
4.9	Spreadsheet	31
4.10	Consents	31
4.11	Tax Matters	31
4.12	[INTENTIONALLY OMITTED]	33
4.13	Successor Trustees	33
4.14	Open Source Licenses and Remediation	33
4.15	Certain Covenants	33
ARTICLE V	CONDITIONS TO THE SALE	34
5.1	Conditions to the Obligations of Each Party to Effect the Sale	34
5.2	Additional Conditions to the Obligations of Blackbaud	35
5.3	Additional Conditions to the Obligations of the Stockholders	37
5.4	Termination if Completion Conditions Are Not Met	37
5.5	Conditions Subsequent	38
ARTICLE VI	INDEMNIFICATION AND ESCROW	38
6.1	Duration of Representations and Warranties	38
6.2	Indemnification by the Stockholders	38
6.3	Claims for Indemnification	40
6.4	Escrow	42
6.5	Stockholder Representative	42
ARTICLE VII	GENERAL PROVISIONS	44
7.1	Amendments and Waivers	44
7.2	Notices	44
7.3	Interpretation	45
7.4	Counterparts; Facsimiles	45
7.5	Entire Agreement; Assignment	45
7.6	Severability	45
7.7	Other Remedies	45
7.8	Governing Law	45
7.9	Rules of Construction	46
7.10	Specific Performance	46
7.11	Attorneys' Fees	46
7.12	Risk of Loss	46
7.13	Waiver of Jury Trial	46
ARTICLE VIII	DEFINITIONS	46

## INDEX OF SCHEDULES

<u>Schedule</u>	<u>Description</u>
I	Stockholders
2.1	Particulars of the Company
5.2(e)	Mandatory Third Party Consents
5.2(l)	Founder Employees
Disclosure Schedule	

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made and entered into as of October 6, 2011 by and among Blackbaud Pacific Pty Ltd, incorporated and registered in Australia as a proprietary company, with ABN 73 095 925 170 whose registered office is at 189 Miller Street, Level 6, North Sydney, NSW 2060 ("Blackbaud"), Everyday Hero Pty Ltd, incorporated and registered in Australia as a proprietary company, with ABN 21 117 080 430 whose registered office is at c/o Carhills Chartered Accounts, Level 1, 2072 Logan Road, Upper Mount Gravatt QLD 4122, (such company and any predecessor entity thereto, the "Company"), all of the stockholders of the Company listed on Schedule I hereto (the "Stockholders") and Nathan Betteridge as the representative of the Stockholders (the "Stockholder Representative"). Certain capitalized terms used but not otherwise defined herein are defined in Article VIII hereof.

#### RECITALS

A. The Stockholders own all of the issued and outstanding shares of the capital stock of the Company, consisting of 2,346 fully paid ordinary shares of the Company (the "Shares").

B. The Company owns all of the issued and outstanding shares of the capital stock of Everyday Hero Limited, a company incorporated in England under registered number 06789111, whose registered office is at The Ropewalks, Newton Street, Macclesfield, Cheshire SK11 6QZ.

C. Blackbaud desires to purchase all of the Shares from the Stockholders, and the Stockholders desire to sell the Shares to Blackbaud, upon the terms and conditions of this Agreement (the "Sale").

D. Blackbaud shall hold a portion of the consideration payable by it in connection with the Sale as security for the indemnification obligations and any Working Capital Deficiency set forth in this Agreement.

E. The Company and the Stockholders, on the one hand, and Blackbaud, on the other hand, desire to make certain representations, warranties, covenants and other agreements in connection with the Sale.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other promises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereby agree as follows:

#### ARTICLE I

##### THE PURCHASE AND SALE OF SHARES; CLOSING

1.1 Purchase and Sale of Shares. At the Closing and subject to and upon the terms and conditions of this Agreement, the Stockholders shall sell, transfer, convey, assign and deliver to Blackbaud, and Blackbaud shall purchase, acquire and accept from the Stockholders, all of the Shares, free and clear of all Liens, and with Blackbaud making the payments to the Stockholders as described in Section 1.3 hereof.

## 1.2 Closing.

(a) Upon the satisfaction of the conditions set forth in Article V, the closing of the Sale (the "Closing") will take place at multiple locations determined by the parties and on a date (the "Closing Date") to be mutually agreed upon by the parties.

(b) The parties agree that the process to be followed at Closing will be, subject to the terms of this Agreement, as follows:

(i) the parties will mutually agree upon a Closing Date which allows enough time for the parties to:

(1) satisfy their pre-Closing obligations under this Agreement; and

(2) to mutually agree upon the terms of such other instruments and documents that are required by this Agreement to be delivered as a condition of Closing (the "Ancillary Documents");

(ii) once the parties are satisfied that the Ancillary Documents are final, Blackbaud and the Stockholders will procure the signatures required for each Ancillary Document;

(iii) on or before one (1) Business Day prior to the Closing Date, Blackbaud and the Stockholder will fax to each other's attorneys the fully executed signature pages of the Ancillary Documents, with such signature pages to be held "in escrow" by the receiving attorneys for the benefit of the signing party until the signing party confirms that such signature pages can be released from escrow;

(iv) on the Closing Date the parties participate in a teleconference at a mutually agreed time, in which the parties determine whether or not they are satisfied that the parties can proceed to Closing;

(v) if the parties are satisfied to proceed to Closing, Blackbaud will then pay the Initial Purchase Price from an Australian bank account in accordance with this Agreement and the Spreadsheet, will pay the Escrow Amount in accordance with the agreement governing the terms thereof, and will provide email confirmation to the Stockholders that this has been done;

(vi) Upon Stockholders' reasonable satisfaction that Blackbaud has initiated payment of the amounts set forth in Section 1.2(v)(vi) in accordance with the terms thereof, Blackbaud and the Stockholders will then authorize the other party's attorney to release the signature pages from escrow to their client, and upon the Stockholders' receipt of the Purchase Price, the Sale will be closed.

## 1.3 Purchase Price.

(a) Subject to the terms and conditions hereof, as consideration for the transfer of the Shares from the Stockholders to Blackbaud, at the Closing, Blackbaud shall pay in Cleared Funds to the Stockholders (in proportion to their ownership of the Shares), without interest, an amount equal to the Initial Purchase Price minus (i) the sum, as of the Closing Date, of (A) Closing Debt, (B) any amount of Indebtedness of the Company and its Subsidiaries, (C) all severance, change of control or similar payments paid by the Company or any of its Subsidiaries in connection with the Transactions, and (D) any Working Capital Deficiency pursuant to Section 1.4(a), plus (ii) any Working Capital Surplus pursuant to Section 1.4(a) (all such adjustments are referred to herein as the "Purchase Price")

Adjustments” and the resulting purchase price referred to as the “Final Purchase Price”) for the issued and outstanding shares of Company Capital Stock. Notwithstanding anything to the contrary contained herein, except as to accrued interest on the Escrow Amount as further described in Article VI, in no event shall the aggregate amount paid by Blackbaud hereunder to the Stockholders exceed the Final Purchase Price.

(b) Blackbaud shall be entitled to deduct and withhold from the Final Purchase Price any amounts that Blackbaud is required or entitled to deduct and withhold with respect to the making of such payment under any provision of Law. To the extent that amounts are so withheld and paid over by the Blackbaud to the appropriate Governmental Entity, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Stockholders.

(c) Notwithstanding anything to the contrary contained herein, a portion of the Final Purchase Price otherwise payable hereunder to the Stockholders shall be retained by Blackbaud in an escrow account and paid to the Stockholders pursuant to, and subject to, the terms and conditions of Article VI.

#### 1.4 Closing Adjustments to Final Purchase Price.

(a) Not later than two (2) Business Days prior to the anticipated Closing Date, the Company shall prepare and deliver to Blackbaud a balance sheet dated as of the Closing Date, prepared in a manner consistent with that used to prepare the consolidated balance sheet of the Company and its Subsidiaries included in the Interim Financial Statements, projecting the Company’s and its Subsidiaries’ financial condition as of the Closing Date (the “Closing Balance Sheet”), including Total Current Assets, Total Current Liabilities and the Purchase Price Adjustments, and each shall be prepared consistent with the Financial Statements and denominated in Australian dollars. The Company shall also deliver supporting schedules showing financial transactions from the date of the Interim Financial Statement for the purpose of supporting Blackbaud’s conversion of the Closing Balance Sheet, including each component thereof, in a manner consistent with standards applied by Price Waterhouse Coopers in its 2011 financial review. The Closing Balance Sheet shall be certified by the Company’s Chief Executive Officer in a form reasonably acceptable to Blackbaud. Blackbaud shall, following the Closing, convert the Closing Balance Sheet, including each component thereof, in a manner consistent with standards applied by Price Waterhouse Coopers in its 2011 financial review (as so converted, the “Final Balance Sheet”).

(b) To the extent that Working Capital is less than the Working Capital Target (a “Working Capital Deficiency”), the Initial Purchase Price shall be decreased by the amount of the Working Capital Deficiency. To the extent that Working Capital is more than the Working Capital Target (a “Working Capital Surplus”), the Initial Purchase Price shall be increased by the amount of the Working Capital Surplus. The Final Purchase Price is subject to further adjustment in accordance with Sections 1.4(c) through 1.4(e) below.

(c) Blackbaud shall, within ninety (90) days following the Closing Date (the “Examination Period”), examine the Final Balance Sheet. During the Examination Period, if Blackbaud disputes the Final Balance Sheet or any line items therein, then Blackbaud may deliver to the Stockholder Representative a notice of dispute setting forth in reasonable detail the actual line item or items disputed, the amounts disputed and the basis for such dispute (each, a “Payment Dispute Notice”). At any time prior to the expiration of the Examination Period, Blackbaud may in its sole discretion amend and/or withdraw any previously submitted Payment Dispute Notice. Upon the expiration of the Examination Period, if no Payment Dispute Notice has been provided by Blackbaud during the Examination Period, or if all

provided Payment Dispute Notice(s) have been withdrawn by Blackbaud, then the Final Balance Sheet provided pursuant to Section 1.4(a) above shall be deemed accepted by Blackbaud. However, if upon the expiration of the Examination Period, one or more Payment Dispute Notice(s) has or have been delivered and not withdrawn, then, until ten (10) Business Days following the end of the Examination Period (the "Negotiation Period"), Blackbaud and the Stockholder Representative, on behalf of the Stockholders, shall negotiate in good faith to attempt to agree on the Final Balance Sheet.

(d) To the extent a Payment Dispute Notice has been delivered and not withdrawn and no agreement pursuant to Section 1.4(c) above is reached during the Negotiation Period, then Blackbaud may engage Price Waterhouse Coopers or another internationally recognized accounting firm (the "Selected Firm") to examine the disputed items as of the Closing Date and deliver its results which shall include any adjustments required to the Final Balance Sheet (as so adjusted, the "Negotiated Balance Sheet") to Blackbaud and the Stockholders no later than thirty (30) Business Days following such appointment. The Selected Firm shall be limited in its engagement and decision to applying such agreed upon procedures to the particular line items and range of amounts set forth in the Payment Dispute Notice(s) and not settled by written agreement during the Negotiation Period, and shall not render a decision on any other portion of the Final Balance Sheet or any amount outside such disputed range of amounts for any such line items. The decision of the Selected Firm shall be final and binding upon the parties. The costs and expenses of such Selected Firm (the "Audit Costs") shall be borne by Blackbaud; provided, however, that should the Selected Firm determine that there exists a discrepancy in the disputed items between the Final Balance Sheet and the Negotiated Balance Sheet in excess of \$10,000 that creates or increases a Working Capital Deficiency, then the Audit Costs (subject to a \$20,000 maximum) shall be borne by the Stockholders and Blackbaud shall be entitled to reduce the Escrow Amount by the total Audit Costs, upon notice to the Stockholder Representative.

(e) If the Negotiated Balance Sheet (or final determination of Working Capital pursuant to Section 1.4(c) above) would have resulted in a lower Initial Purchase Price, Blackbaud shall be entitled to reduce the Escrow Amount by the amount by which the Initial Purchase Price constituted an overpayment. Conversely, if the Negotiated Balance Sheet (or final determination of Working Capital pursuant to Section 1.4(c) above) would have resulted in a higher Initial Purchase Price, Blackbaud shall pay in Cleared Funds to the Stockholders (in proportion to their ownership of the Shares) the amount by which the Initial Purchase Price constituted an underpayment within three (3) Business Days of the determination that there has been an underpayment.

(f) Notwithstanding any provision in this Section 1.4 or elsewhere in this Agreement to the contrary, all reductions from the Escrow Amount permitted pursuant to (or payments required by) this Section 1.4 shall be made on a dollar-for-dollar basis regardless of amount and without regard to the Aggregate Threshold Amount.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company and the Stockholders hereby jointly and severally represent and warrant to Blackbaud as an inducement to Blackbaud to enter into this Agreement and to purchase the Shares, after having made all reasonable inquiries, each of the warranties specified in this Article II (each a "Warranty") is true, complete and accurate, as at the date of this Agreement and continuously from the date of this Agreement until Closing (except that where a Warranty refers to a particular date, that Warranty is given only as at that date), except as specifically disclosed in the disclosure schedule (referencing the appropriate section and paragraph numbers) supplied by the Company to Blackbaud (the "Disclosure Schedule") dated as of the date hereof;

## 2.1 Organization.

(a) The Company is a proprietary company duly organized, validly existing and, to the extent legally applicable, in good standing under the laws of Australia. The Company has the corporate or other power to own and operate its assets and to carry on its business as currently conducted. The Company is duly qualified or licensed to do business and, to the extent legally applicable, in good standing as a foreign corporation in each jurisdiction in which it conducts business, each of which is set forth in the Disclosure Schedule. The Company has delivered to Blackbaud a true and correct copy of its constitution (the "Company Constitution"), and each such instrument has been updated in accordance with any applicable Law, is up to date and in full force and effect on the date hereof. The Disclosure Schedule lists the directors and officers (or other governing persons) of the Company. The operations now being conducted by the Company are not now and have never been conducted by the Company under any other name. The Company is not in violation of any of the provisions of the Company Constitution.

(b) The Subsidiaries are the types of entities and are formed in the jurisdictions set forth in the Disclosure Schedule, are validly existing and, to the extent legally applicable, in good standing under the laws of the jurisdiction of such Subsidiary's formation. The Subsidiaries have all requisite corporate (or other entity) power and authority necessary to carry on their businesses as now being conducted. The Subsidiaries are duly qualified or licensed to do business and, to the extent legally applicable, in good standing as a foreign corporation in each jurisdiction in which it conducts business, each of which is set forth in the Disclosure Schedule. Each of the Subsidiaries have delivered to Blackbaud a true and correct copy of its Subsidiary Charter Documents, and each such instrument has been updated in accordance with any applicable Law, is up to date and in full force and effect on the date hereof. The Disclosure Schedule lists the directors and officers (or other governing persons) of each Subsidiary. The operations now being conducted by each Subsidiary are not now and have never been conducted by the respective and applicable Subsidiary under any other name. No Subsidiary is in violation of any of the provisions of their respective Subsidiary Charter Documents.

## 2.2 Company Capital Structure; Stockholder Title to Shares.

(a) The capital stock of the Company consists of the Shares. The Shares constitute all of the issued and outstanding equity interests in the Company.

(b) Each Stockholder is the registered holder of the Shares set out against its name in Schedule I.

(c) Remco Bruijn and Terry Hayward are the beneficial owners of the Shares set out against their respective names in Schedule I.

(d) Each Trustee Stockholder enters into this Agreement personally and in its capacity as trustee of the Trust.

(e) In respect of each Trustee Stockholder:

(i) it is the sole trustee of the Trust and no action has been taken to remove or replace it;

(ii) the copies of the Trust Deed and any other documents relating to the Trust and the Stockholder Charter Documents of the Trustee Stockholder delivered to Blackbaud before the relevant Trustee Stockholder executed this Agreement are true copies of those documents as in force at the date of this Agreement;

(iii) the documents delivered to Blackbaud in connection with its due diligence review contain full particulars of all the terms of the Trust;

(iv) it has power under the Trust Deed to execute and perform its obligations under this Agreement;

(v) all necessary action has been taken to authorise the execution and performance of this Agreement under the Trust Deed and, for Trustee Stockholders who are not natural persons, the constitution of each Trustee Stockholder;

(vi) this Agreement is executed and all transactions relating to this Agreement are or will be entered into as part of the due and proper administration of the Trust and are or will be for the benefit of the beneficiaries;

(vii) it is not in default under the Trust Deed;

(viii) no vesting date for the Trust fund has been determined;

(ix) it has complied with all fiduciary obligations directly or indirectly imposed on it; and

(x) it has a right to be indemnified out of the assets of the Trust in respect of all of its obligations and liabilities incurred by it under this Agreement.

(f) The Stockholders have good and marketable title to the Shares, and upon consummation of the purchase contemplated herein, Blackbaud will acquire from the Stockholders good and marketable title to such Shares, free and clear of all Liens, excepting only such restrictions upon transfer, if any, as may be imposed by applicable Law.

(g) The Shares are duly authorized, validly issued, fully paid and non-assessable and not subject to preemptive rights created by statute, the Company Constitution or any agreement to which either the Company or the Stockholders are a party or by which either is bound, and have been issued in compliance with applicable federal, state and foreign securities Laws. The Company has not repurchased any shares of Company Capital Stock except in compliance with all applicable federal, state, foreign, or local Laws, including federal, state and foreign securities Laws and any agreements applicable thereto. The Company will not suffer or incur any Liability or Loss relating to or arising out of the issuance or repurchase of any shares of Company Capital Stock, or out of any agreements or arrangements relating thereto. There are no declared or accrued but unpaid dividends with respect to any shares of Company Capital Stock. The Company has no other capital stock authorized, issued or outstanding. The Spreadsheet is true, accurate and complete.

(h) The Company has never adopted or maintained any plan providing for equity compensation of any Person. The Company has not granted any options to purchase Company Capital Stock or any other type of stock award. There are no outstanding options, warrants, calls, rights or other Contract of any character, written or oral, to which the Company is a party or by which it is bound, obligating the Company to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered,



sold, repurchased or redeemed, any shares of the Company Capital Stock or obligating the Company to grant, extend, accelerate the vesting of, change the price of, otherwise amend or enter into any such option, warrant, call, right or other Contract. There are no outstanding or authorized stock appreciation, stock unit, phantom stock, profit participation or other similar rights, written or oral, with respect to the Company. The Company is not a party to, and as of the date hereof, to the Knowledge of the Company and the Stockholders, there are no other voting trusts, proxies, or other Contracts with respect to the voting stock of the Company.

(i) No certificates have been issued for any of the Shares.

(j) Each Stockholder and the Company has provided all consents, waivers and approvals, and timely provided all notifications, required under the Company's constitution and any other agreement between the Stockholders concerning the Company, to permit the sale by each Stockholder of the Shares in accordance with this Agreement, and for Closing to occur.

### 2.3 Subsidiaries.

(a) The Disclosure Schedule sets forth a true and complete list of the following for all Company Subsidiaries: (i) its authorized capital stock or other equity interests, (ii) the number of issued and outstanding shares of its capital stock or other equity interests, and (iii) the holder or holders of such shares or other equity interests.

(b) Each outstanding equity interest of the Subsidiaries is duly authorized, validly issued, fully paid and non-assessable and not subject to preemptive rights created by statute, such Subsidiary's Charter Documents or any agreement to which either the applicable Subsidiary or the Company is a party or by which either is bound, and have been issued in compliance with applicable federal, state and foreign securities Laws. Such Subsidiary has not repurchased any of its equity interests except in compliance with all applicable federal, state, foreign, or local Laws, including federal, state and foreign securities Laws and any agreements applicable thereto. No Subsidiary will suffer or incur any Liability or Loss relating to or arising out of the issuance or repurchase of any of its equity securities, or out of any agreements or arrangements relating thereto. No subsidiary has any other capital stock authorized, issued or outstanding.

(c) No Subsidiary has ever adopted or maintained any plan providing for equity compensation of any Person. No Subsidiary has granted any options to purchase its equity interests. There are no outstanding options, warrants, calls, rights or other Contract of any character, written or oral, to which a Subsidiary is a party or by which it is bound, obligating such Person to issue, deliver, sell, repurchase or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any shares of its equity or debt securities or obligating the Company to grant, extend, accelerate the vesting of, change the price of, otherwise amend or enter into any such option, warrant, call, right or other Contract. There are no outstanding or authorized stock appreciation, stock unit, phantom stock, profit participation or other similar rights, written or oral, with respect to any Subsidiary. No Subsidiary is a party to, and as of the date hereof, to the Knowledge of the Company, each Subsidiary and the Stockholders, there are no other voting trusts, proxies, or other Contracts with respect to the voting stock of any Subsidiary.

2.4 Authority. Each of the Company and the Stockholders have all requisite corporate or other power and authority to enter into this Agreement and the other agreements referenced herein or required hereby (the "Related Agreements"), and to consummate the transactions contemplated hereby and thereby (the "Transactions"). The execution and delivery of this Agreement and the Related Agreements and the consummation of the Transactions have been duly authorized by all necessary corporate or other action on the part of the Company and the Stockholders, and no further action is

required on the part of the Company or the Stockholders to authorize this Agreement, the Related Agreements, and the Transactions. This Agreement and the Related Agreements will be duly executed and delivered by the Company and the Stockholders and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, will constitute the valid and binding obligation of the Company and the Stockholders, in each case to the extent such Person is party thereto, enforceable against such Person in accordance with its respective terms, except as such enforceability may be subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

2.5 No Conflict. The execution and delivery by the Company and the Stockholders of this Agreement and the Related Agreements, and the consummation of the Transactions, will not conflict with or result in any violation of or default under (with or without notice or lapse of time, or both) or give rise to a right of termination, cancellation, modification or acceleration of any obligation, payment of any benefit, or loss of any benefit (any such event, a "Conflict") under (i) any provision of the Company Constitution, any Subsidiary Charter Documents or any Stockholder Charter Documents, (ii) any mortgage, indenture, lease, contract (whether written or oral), covenant or other agreement, instrument or commitment, permit, concession, franchise or license, whether written or oral (each a "Contract" and collectively the "Contracts") to which the Company, a Subsidiary or the Stockholders is a party, or to which any of their properties or assets (whether tangible or intangible) may be subject, or (iii) any Order or Law applicable to the Company, a Subsidiary or the Stockholders or any of their properties (whether tangible or intangible) or assets. As a result of the consummation of the Transactions, neither the Company nor any Subsidiary will be prohibited from exercising any of its rights under the Contracts (other than any Contracts identified on Schedule 5.2(e) required to be terminated hereby), and neither the Company, any Subsidiary nor Blackbaud will be required to pay any additional amounts or consideration other than ongoing fees, royalties or payments, which the Company or such Subsidiary would otherwise be required to pay pursuant to the terms of such Contracts had the Transactions not occurred.

2.6 Governmental Consents. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, instrumentality, agency or commission (each, a "Governmental Entity"), is required by or with respect to the Company, any Subsidiary or the Stockholders in connection with the execution and delivery of this Agreement or the consummation of the Transactions.

### 2.7 Company Financial Statements.

(a) Disclosure Schedule sets forth: (i) the unaudited consolidated balance sheet of the Company and its Subsidiaries as of June 30, 2011, and the related unaudited statements of income, cash flows and stockholder equity for the twelve month period then ended (the "Annual Financial Statements"); and (ii) the unaudited consolidated balance sheet of the Company and its Subsidiaries as of September 30, 2011, and the related unaudited statements of income, cash flows and stockholder equity for the three (3) month period then ended (the "Interim Financial Statements," together with the Annual Financial Statements (and any notes thereto) are hereinafter collectively referred to as the "Financial Statements"). The Financial Statements: (i) are correct in all material respects; (ii) have been prepared in accordance with the past practices of the Company and each Subsidiary as applicable, applied on a consistent basis; (iii) have been prepared on the basis that the value of current assets does not exceed the lesser of the cost or the net realizable value on a going concern basis as of the date of the Interim Financial Statement; (iv) are not affected by any non-recurring or exception items; (v) make full provision for long-service leave, annual leave, personal leave and other employee entitlements payable to or in respect of the employees of the Company and all Subsidiaries as if all of their services had been

terminated on the date of the Interim Financial Statement; and (vi) take account of all gains and losses arising from conversion of foreign currency. The Financial Statements present fairly the Company's and its Subsidiaries' financial condition and operating results as of the dates and during the periods indicated therein, subject to normal year-end adjustments, which are not material in amount.

(b) The Company and each of its Subsidiaries maintain a system of internal accounting controls and procedures that are sufficient to provide reasonable assurance that (i) transactions are executed with management's authorization, (ii) transactions are recorded as necessary to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's authorization, and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Neither the Company, any Subsidiary (including any Company Personnel) nor their respective independent accountants have identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by the Company or any Subsidiary, (ii) any fraud, whether or not material, that involves the management of the Company, any Subsidiary, or any Company Personnel who have a role in the preparation of financial statements or the internal accounting controls utilized by the Company or any Subsidiary or (iii) any claim or allegation regarding any of the foregoing.

(c) The Disclosure Schedule sets forth a complete and accurate list of all Closing Debt.

(d) Neither the Company nor any Subsidiary has in the last seven years terminated their relationship with their accountants or auditors or retained different accountants or auditors.

(e) At Closing, the Company will have no amounts outstanding in respect of Indebtedness for borrowed money.

**2.8 No Undisclosed Liabilities.** Neither the Company nor any Subsidiary has any Liability except Liabilities which (i) have been reflected in the Interim Financial Statements, (ii) are not material and have arisen in the ordinary course of business consistent with past practices since the date of the Interim Financial Statements, or (iii) are executory obligations arising in the ordinary course of business (and not as a result of the breach of any Contract identified in Sections 2.13 or 2.14 hereof).

**2.9 No Changes.** Since the date of the Interim Financial Statements, there has or have not been, occurred or arisen any:

(a) transaction by the Company or any Subsidiary, which is material to the Company or such Subsidiary, except in the ordinary course of business and consistent with past practices;

(b) amendments or changes to the Company Constitution or Subsidiary Charter Documents;

(c) capital expenditure or commitment by the Company or any Subsidiary exceeding \$5,000 individually or \$15,000 in the aggregate;

(d) payment, discharge or satisfaction, in any amount in excess of \$5,000 in any one case, or \$15,000 in the aggregate, of any claim, Liability or obligation (absolute, accrued, asserted, unasserted, contingent or otherwise), other than payment, discharge or satisfaction of claims, liabilities and obligations in the ordinary course of business or of Liabilities reflected or reserved against in the Financial Statements;

- (e) destruction of, damage to, or loss of any assets with a book value in excess of \$5,000 (whether tangible or intangible) of the Company or any Subsidiary, whether or not covered by insurance;
- (f) actual, pending or threatened claims by or on behalf of Company Personnel, including any claims relating to termination of employment, workers compensation, illness, negligence, discrimination, bullying, sexual harassment, wage, salary or superannuation claims;
- (g) change in accounting methods, principles or practices (including any change in depreciation or amortization policies or rates) by the Company or any Subsidiary, or change in the manner the Company or any Subsidiary keeps its books and records, or its practices with regard to the booking of sales, receivables, payables or accrued expenses or change in its payment or collection practices;
- (h) change in any material election in respect of Taxes, adoption or change in any material accounting method in respect of Taxes, material agreement or settlement of any claim or assessment in respect of Taxes, or extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes;
- (i) revaluation by the Company or any Subsidiary of any of their respective assets (whether tangible or intangible);
- (j) declaration, setting aside or payment of a dividend or other distribution (whether in cash, stock or property) in respect of any Company Capital Stock, or any split, combination or reclassification in respect of any shares of Company Capital Stock, or any issuance or authorization of any issuance of any other securities in respect of, in lieu of or in substitution for shares of Company Capital Stock, or any direct or indirect repurchase, redemption or other acquisition by the Company of any shares of Company Capital Stock (or options, warrants or other rights convertible into, exercisable or exchangeable therefor except as contemplated by this Agreement);
- (k) destruction of, damage to, or loss of any assets (whether tangible or intangible) of the Company or any Subsidiary with a book value in excess of \$5,000 in any one case or \$15,000 in the aggregate, whether or not covered by insurance;
- (l) an increase in the base salary or other compensation payable or to become payable by the Company or any Subsidiary to any Company Personnel, or the promise, payment, commitment or obligation of any kind for the payment by the Company or any Subsidiary of a severance payment, termination payment, bonus or other additional salary or compensation to any such Person;
- (m) entering into of any material Contract to which the Company or any Subsidiary is a party or by which they or any of their respective assets (whether tangible or intangible) are bound or any termination, extension, material amendment or modification of the terms of any material Contract to which the Company or any Subsidiary is a party or by which it or any of its assets are bound;
- (n) sale, lease, license or other disposition of any of the material assets (whether tangible or intangible) or material properties of the Company or any Subsidiary, including the sale of any accounts receivable, or any creation of any security interest in any such material assets or material properties;

(o) any outstanding loan by the Company or any Subsidiary to any Person, incurring by the Company or any Subsidiary of any Indebtedness, guaranteeing by the Company or any Subsidiary of any Indebtedness, issuance or sale of any debt securities of the Company or any Subsidiary or guaranteeing of any debt securities of others, except for advances to Company Personnel for travel and business expenses in the ordinary course of business;

(p) the granting of any waiver or release by the Company or any Subsidiary of any right or claim material to the Company or any Subsidiary, including any write-off or other compromise of any account receivable of the Company or any Subsidiary;

(q) the commencement, settlement, notice or, to the Knowledge of the Company, any Subsidiary or the Stockholders, threat, of any lawsuit or proceeding or other investigation against the Company or any Subsidiary;

(r) notice of any claim or potential claim of ownership by any Person other than the Company or any Subsidiary of the Company Intellectual Property owned, developed or created by the Company or any Subsidiary, or of any claim or potential claim of infringement by the Company or any Subsidiary of any other Person's Intellectual Property;

(s) issuance or sale, or contract to issue or sell, by the Company or any Subsidiary of any shares of Company Capital Stock or securities convertible into, or exercisable or exchangeable for, shares of Company Capital Stock or any stock, or any securities, warrants, options or rights to purchase any of the foregoing;

(t) (i) sale or license by the Company or any Subsidiary of any Company Intellectual Property or execution of any agreement with respect to any Company Intellectual Property, (ii) purchase or license by the Company or any Subsidiary of any Intellectual Property or execution of any agreement with respect to the Intellectual Property of any Person, (iii) agreement by the Company or any Subsidiary with respect to the development of any Intellectual Property with a third party, or (iv) material change in pricing or royalties set or charged by the Company or any Subsidiary to its customers or licensees or in pricing or royalties set or charged by Persons who have licensed Intellectual Property to the Company or any Subsidiary, except in the case of clause (i) or (ii), with respect to non-exclusive end user licenses of object code in the ordinary course of business and on the Company's or the applicable Subsidiary's standard terms and conditions;

(u) agreement or material modification to any Contract pursuant to which any other party was granted marketing, distribution, development or similar rights of any type or scope with respect to any products or technology of the Company or any Subsidiary;

(v) any event or condition of any character that has had or is reasonably likely to have a Company Material Adverse Effect; or

(w) agreement by the Company or any Subsidiary, or any officer, employee on behalf of the Company or any Subsidiary, to do any of the things described in the preceding clauses (a) through (v) of this Section 2.9.

#### 2.10 Tax Matters, Tax Returns and Audits.

(a) In relation to the Company and each Subsidiary:

(i) Neither the Company nor any Subsidiary has been involved in any transaction or series of transactions which, or any part of which, may for any Tax purposes be disregarded or reconstructed by reason of any motive to avoid, reduce or delay a possible Liability to Tax.

(ii) Such Person has in all material respects complied at all times within the last six (6) years with all Laws and Orders relating to all Taxes, including the terms of any Contract made with any Tax authority.

(iii) Such Person has obtained, maintained and preserved, for such period as may be required by Law, complete, accurate and up to date records as required for all Tax purposes and all necessary records to calculate any Tax Liability or relief or to otherwise determine the Tax consequences that would arise on the disposal of or on the realization of each asset owned by it at Closing.

(iv) Such Person has maintained proper and adequate records to enable it to comply in all material respects with its obligations to:

- (1) prepare and submit any information, notices, computations, Tax Returns and payments required in respect of any Tax Law;
- (2) prepare any necessary accounts for compliance with any Tax Law; and
- (3) retain necessary records as required by any Tax Law

(v) Such Person is not, nor has it at any time within the last three (3) years been, involved in any dispute with or investigation, audit or discovery by any Tax authority nor, so far as Company and each Subsidiary have Knowledge, is such dispute, investigation, audit or discovery pending or threatened.

(vi) Such Person has prepared and timely filed all required federal, state, local and foreign returns, estimates, information statements and reports (each a "Tax Return") relating to any and all Taxes concerning or attributable to it or its operations, and such Tax Returns are true and correct and have been completed in accordance with applicable Law.

(vii) Such Person has paid all Taxes it is required to pay and has withheld with respect to Company Personnel and other Persons and timely paid over to the appropriate Tax authority all federal, state and foreign income taxes and similar fees, and other Taxes required to be withheld and paid over.

(viii) Such Person has not been delinquent in the payment of any Tax, nor is there any Tax deficiency outstanding, assessed or proposed against such Person, nor has such Person executed any waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax.

(ix) No audit or other examination of any Tax Return of such Person is presently in progress, nor has such Person been notified by any Tax authority (orally or in writing, formally or informally) of any intent or plan to request such an audit or other examination.

(x) Neither the Company nor any Subsidiary has any Liabilities for unpaid federal, state, local or foreign Taxes which have not been accrued or reserved on the Closing Balance Sheet, and neither the Company nor any Subsidiary has incurred any Liability for Taxes since the date of the Financial Statements other than in the ordinary course of business.

(xi) There are (and, immediately following the Closing Date, there will be) no Liens on the assets of such Person relating to or attributable to Taxes other than customary Liens for Taxes not yet due and payable. There is no basis for the assertion of any claim relating or attributable to Taxes, which, if adversely determined, would result in any Lien on the assets of such Person.

(xii) No adjustment relating to any Tax Return filed by such Person has been proposed in writing by any Tax authority to such Person or any representative thereof.

(xiii) There are no Tax rulings or requests for rulings, relating to such Person which could affect such Person's Liability for Taxes for any period after the Closing Date. Such Person has not changed any method of accounting and will not be required to make any adjustment for any period ending after the Closing Date.

(b) In relation to the Company incorporated or organized in Australia only:

(i) The Company has an ABN and is registered for GST.

(ii) The Company has paid any GST required to be paid to the Australian Tax Office in accordance with its commitments under the GST legislation and has complied with all of its obligations under the GST legislation. If under or by virtue of any agreement to which the Company is a party, any GST is liable to be paid in connection with a taxable supply made by the Company, the Company will be entitled to recover from the party required to pay for the taxable supply an amount so that after meeting any Liability to pay GST the Company retains the same amount as if GST was not payable in connection with the taxable supply.

(iii) The Company has delivered to Blackbaud or its legal counsel copies of all foreign, federal, state and local income and all state and local sales and use and/or value added Tax Returns for the Company filed for all periods since its inception, together with all related workpapers and analysis created by or on behalf of the Company.

(iv) The Company has not engaged in a transaction that is the same as or substantially similar to one of the types of transactions that the Australian Taxation Office has determined to be a tax avoidance transaction and identified by notice, regulation, or other form of published guidance.

(v) The Company is and has at all times been resident for Tax purposes in its place of incorporation or formation and is not and has not at any time been treated as a resident in any other jurisdiction for any Tax purpose (including under any double taxation arrangement). The Company is not subject to and no Tax authority has made a claim that the Company is subject to Tax in any jurisdiction other than its place of incorporation or formation.

(vi) The Company does not have any "permanent establishment" (as that expression is defined in any relevant double taxation agreement current at the date of this Agreement) outside Australia.

(vii) All documents to which the Company is a party or may be interested in the enforcement of, and all transfers of any issued shares in the Company (other than the transfers of the Shares to Blackbaud as contemplated by this Agreement), have (if required) been properly stamped under applicable stamp duty legislation.

(viii) The Company has complied with the provisions of Part 3–6 of the Income Tax Assessment Act 1997 (Cth) (the “1997 Act”) and has maintained records of all franking debits and franking credits which are sufficient for the purposes of that legislation. The Company has franked to the required amount all dividends paid. The Company has not done anything or been involved in any scheme, arrangement or transaction or series of schemes, arrangements or transactions which, or any part of which, caused or may cause a franking debit to arise in its franking account. The Company has not been party to or otherwise involved in any transaction which caused a franking deficit to arise at the end of the franking year following the date of the Interim Financial Statement including, without limitation, by franking a dividend paid after the date of the Interim Financial Statement.

(ix) The Company does not have a share capital account that is tainted under Division 197 of the 1997 Act or former section 160ARDM of the Income Tax Assessment Act 1936 (Cth) (“1936 Act”) by the transfer of an amount to the share capital account from any of Company’s other accounts.

(x) The Company has not sought capital gains tax relief under subdivision 126-B of the 1997 Act with respect to any asset acquired by Company and which is still owned by Company.

(xi) The Company has not ever made an interposed entity election pursuant to the trust loss provisions of the 1936 Act.

(xii) The Company has not been a party to or otherwise involved in any transactions to which the general anti-avoidance provisions in Part IVA of the 1936 Act or section 91 or Division 165 of the GST Act applies.

(xiii) The Company’s office of public officer as required by the 1936 Act has always been occupied.

(xiv) The Company is not and has never been a member of a consolidated group as defined in section 703-5 of the 1997 Act.

(xv) The Company is not and has never been a member of a GST group (as defined in the GST Act) or a member of a pay-roll tax group under any pay-roll tax legislation.

(xvi) Nothing has occurred in respect of the Company which will cause the disallowance under the 1936 Act or the 1997 Act of the carry forward and deduction from assessable income in a following year of any tax losses, including as a consequence of a change of the business operations of the Company, but not as a result of the sale and purchase of the Shares pursuant to this agreement.

(c) In relation to the Subsidiaries incorporated or organized in the United Kingdom (a “UK Subsidiary”) only:

(i) The Disclosure Schedule sets out the details of any group of which any of the UK Subsidiaries has within the last six (6) years been a member for the purposes of UK corporation tax, corporation tax on chargeable gains, stamp duty or stamp duty land tax.



(ii) No UK Subsidiary will become liable to pay any Tax under section 179 of the Taxation of Chargeable Gains Act 1992 as a consequence of Closing.

(iii) No Tax authority has agreed to operate any special arrangement (being an arrangement not based on a strict application of the relevant legislation) in relation to the affairs of any UK Subsidiary.

(iv) All clearances and consents obtained by a UK Subsidiary from any Tax authority within the last six (6) years were based on full and accurate disclosure of all the facts and circumstances material to the decision of a Tax authority. Each UK Subsidiary has complied in all material respects with any conditions to which any such consents or clearances are subject and has not taken any action which would alter, prejudice or in any way disturb any such consent or clearance nor, so far as Company and each UK Subsidiary has Knowledge, will anything done pursuant to this Agreement have such an effect.

(v) Each UK Subsidiary is, for the last six (6) years has been, and will be at Closing resident for Tax purposes in the United Kingdom and is not, has not in the last six (6) years been and will not at Closing be resident for Tax purposes in any other jurisdiction.

(vi) All documents in the possession of each UK Subsidiary or to the production of which they are entitled and which attract stamp or transfer duty in the United Kingdom or elsewhere have been properly stamped.

(vii) No UK Subsidiary has entered into any transaction or series of transactions, scheme or arrangement of which the main purpose, or one of the main purposes, was the avoidance or reduction of a Taxation Liability or for which there was no commercial purpose.

(viii) No UK Subsidiary has agreed any special method of attributing, accounting or otherwise in relation to any value added tax or any similar sales or turnover tax VAT with H.M. Revenue & Customs.

2.11 Restrictions on Business Activities. There is no Contract or Order to which the Company or any Subsidiary is a party or otherwise binding upon the Company or any Subsidiary, which has or may reasonably be expected to have the effect of prohibiting or impairing any present or proposed business practice of the Company or any Subsidiary, any acquisition of property (tangible or intangible) by the Company or any Subsidiary, the conduct of business by the Company or any Subsidiary, or otherwise limiting the freedom of the Company or any Subsidiary to engage in any line of business or to compete with any Person. Without limiting the generality of the foregoing, neither the Company nor any Subsidiary has entered into any Contract under which the Company or such Subsidiary is restricted from selling, licensing or otherwise distributing any of its technology or products or from providing services to customers or potential customers in any geographic area, during any period of time or in any segment of the market.

2.12 Title to Properties; Absence of Liens and Encumbrances; Condition of Equipment.

(a) The Disclosure Schedule sets forth the address and description of each parcel of Owned Real Property of the Company or any Subsidiary. The Company and each Subsidiary has good and marketable indefeasible fee simple title with respect to each parcel of Owned Real Property. As of the Closing Date, neither the Company nor any Subsidiary will have obligations, covenants, agreements, Taxes or other Liabilities relating to any parcel of Owned Real Property.

(b) The Disclosure Schedule sets forth a list of all real property currently leased by the Company or any Subsidiary or otherwise used or occupied by the Company or any Subsidiary (the "Leased Real Property"), together with the name of the lessor, the date of the lease and each amendment thereto and, with respect to any current lease, the aggregate annual rental payable under any such lease. All such current leases are in full force and effect, are valid and effective in accordance with their respective terms, and there is not, under any of such leases, any existing default or event of default (or event which with notice or lapse of time, or both, would constitute a default) by the Company or any Subsidiary or, to the Knowledge of the Company, any Subsidiary or the Stockholders, by any other party thereto.

(c) The Company and all Subsidiaries have provided Blackbaud true, correct and complete copies of all leases, lease guaranties, subleases, agreements for the leasing, use or occupancy of, or otherwise granting a right in or relating to the Leased Real Property, including all amendments, terminations and modifications thereof (the "Lease Agreements"); and there are no other Lease Agreements affecting the real property or to which the Company or any Subsidiary is bound, other than those identified in the Disclosure Schedule. Neither the Company nor any Subsidiary has received any notice of a default, alleged failure to perform, or any offset or counterclaim with respect to any such Lease Agreement, which has not been fully remedied and withdrawn. The consummation of the Transactions will not affect the enforceability against any Person of any such Lease Agreement or the rights of the Company or any Subsidiary to the continued use and possession of the Leased Real Property for the conduct of business as presently conducted.

(d) The Leased Real Property is in good operating condition and repair, free from structural, physical and mechanical defects, is maintained in a manner consistent with standards generally followed with respect to similar properties, and is structurally sufficient and otherwise suitable for the conduct of the business as presently conducted.

(e) The Company and all Subsidiaries have good and marketable title to, or, in the case of leased properties and assets, valid leasehold interests in, all of its tangible properties and assets, real, personal and mixed, used or held for use in its business, free and clear of any judgments or Liens, except (i) as reflected in the Financial Statements, (ii) Liens for Taxes, assessments and similar charges which are not yet due and payable, or are being contested in good faith and have been disclosed in the Disclosure Schedule, and (iii) such imperfections of title and encumbrances, if any, which do not materially detract from the value or materially interfere with the present or proposed use of the property subject thereto or affected thereby.

(f) The Disclosure Schedule lists all items of equipment (the "Equipment") with a book value in excess of \$5,000 and owned or leased by the Company or any Subsidiary, and such Equipment is (i) adequate for the conduct of the business of the as currently conducted, and (ii) in good operating condition, regularly and properly maintained, subject to normal wear and tear.

(g) The Company and all Subsidiaries have either (i) sole and exclusive ownership, free and clear of any judgments or Liens, or (ii) the valid right to use unrestricted by contract or statute, all customer lists, customer contact information, customer correspondence and customer licensing and purchasing histories relating to its current and former customers (the "Customer Information"). No Person other than the Company or its Subsidiaries possess any licenses, Liens, claims or rights with respect to the use of the Customer Information owned by the Company or any Subsidiary.

(h) The properties and assets (tangible and intangible) owned or leased by the Company and each Subsidiary constitute all of the properties and assets necessary to conduct its business as heretofore conducted.

### 2.13 Intellectual Property.

(a) The Disclosure Schedule contains a complete and accurate list of (i) all products and services currently marketed by the Company or any Subsidiary as of the date hereof and (ii) any products and services of the Company or any Subsidiary that have been discontinued in the past twelve (12) months (such products described in clauses (i) and (ii), the "Company Products").

(b) The Disclosure Schedule contains a complete and accurate list, as of the date hereof, of the following Owned Company Intellectual Property: (i) all registered Trademarks and material unregistered Trademarks; (ii) all Patents and (iii) all registered Copyrights and material unregistered Copyrights and applications therefor, in each case listing, as applicable, (A) the name of the applicant/registrant and current owner, (B) the jurisdiction where the application/registration is located and (C) the application or registration number. All of the Owned Company Intellectual Property is valid and subsisting. All logbooks, documents and records supporting the creating and ownership of Intellectual Property have been confidentially retained by the Company. All necessary documents and certificates in connection with such Owned Company Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in Australia or elsewhere in the world, as the case may be, for the purposes of perfecting, prosecuting and maintaining such Owned Company Intellectual Property. There are no actions that must be taken by the Company or any Subsidiary within 150 days of the date of this Agreement, including the payment of any registration, maintenance or renewal fees or the filing of any responses to Governmental Entity office actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting or preserving or renewing any Owned Company Intellectual Property. Neither the Company nor any Subsidiary have claimed "small business status" in the application for or registration of any Owned Company Intellectual Property.

(c) The Disclosure Schedule contains a complete and accurate list, as of the date hereof, of the Domain Name registrations of the Company and any Subsidiary. The Disclosure Schedule identifies, for each Domain Name registration, the named owner, and the registrar or equivalent Person with whom that Domain Name is registered. The Company's and any Subsidiary's use and registration of its Domain Name registrations does not infringe any third party's Intellectual Property Rights. In the case in which the Company or any Subsidiary has acquired ownership of a Domain Name registration from another party, the Company or such Subsidiary has made or procured a transfer of the Domain Name in accordance with the procedure of the registrar. The Company or applicable Subsidiary has a valid registration and all material rights (free of any Lien) in each Domain Name listed in the Disclosure Schedule.

(d) In each case in which the Company or any Subsidiary has acquired ownership of any Trademarks, Copyrights, or Patents currently included in the Owned Company Intellectual Property from another Person (each of which are identified in the Disclosure Schedule), the Company or the applicable Subsidiary has obtained a valid and enforceable assignment sufficient to irrevocably transfer all rights in and to all such Intellectual Property to the Company or applicable Subsidiary and has recorded or had recorded each such assignment with the applicable Australian Governmental Entity, or the its equivalents in the applicable jurisdiction, in each case in accordance with applicable laws.

(e) Other than non-exclusive outbound “shrink-wrap” licenses in the forms set forth in the Disclosure Schedule, the Disclosure Schedule contains a complete and accurate list of all Contracts as of the date hereof (such agreements, the “Company Intellectual Property Agreements”) (i) under which the Company or any Subsidiary uses or has the right to use any Licensed Company Intellectual Property, other than licenses and related services agreements for commercially available software that is used by the Company or any Subsidiary but not incorporated into any Company Products and that has not been substantially customized solely for use by Company or any Subsidiary or (ii) under which the Company or any Subsidiary has licensed to others the right to use or agreed to transfer to others any of the Company Intellectual Property, in each case specifying the parties to the agreement, the relevant Intellectual Property and any ongoing royalty payments. Neither the Company nor any Subsidiary has granted any exclusive license under any Owned Company Intellectual Property or any licenses to use any Company Source Code. There are no pending disputes regarding the scope of any Company Intellectual Property Agreements, performance under any Company Intellectual Property Agreements, or with respect to payments made or received under any Company Intellectual Property Agreements.

(f) The Company Intellectual Property is sufficient for the conduct of the business of the Company and all Subsidiaries as it is currently conducted and as it is currently planned by the Company and all Subsidiaries to be conducted. Without limiting the foregoing, the Company and each Subsidiary has the right to use all software development tools, library functions, or compilers that the Company or such Subsidiary (i) uses to create, modify, compile, or support any Company Product or (ii) uses to provide any services provided by the Company or any Subsidiary.

(g) Notwithstanding any disclosure related to Section 2.13(q), the Company or a Subsidiary owns all right, title and interest in the Owned Company Intellectual Property, free and clear of all Liens other than encumbrances, restrictions or other obligations expressly set forth in any of the Company Intellectual Property Agreements. All Owned Company Intellectual Property was written and created solely by either (i) employees of the Company or Subsidiary acting within the scope of their employment or (ii) by third parties who have validly and irrevocably assigned all of their rights therein to the Company or a Subsidiary, and no third party will, as of the Closing, own or have any rights to any of the Owned Company Intellectual Property. No Company Personnel owns or has a license to any Company Intellectual Property.

(h) The Company and each Subsidiary has taken reasonable and appropriate steps to protect and preserve the confidentiality of the Trade Secrets that comprise any part of the Company Intellectual Property and, to the Knowledge of the Company and the Stockholders, there have not occurred any unauthorized uses, disclosures or infringements of any such Trade Secrets by any Person. All use and disclosure by the Company of Trade Secrets owned by another Person have been pursuant to the terms of a written agreement with such Person or was otherwise lawful. Without limiting the foregoing, the Company and each Subsidiary has a policy requiring all employees, consultants and contractors to execute a confidentiality and assignment agreement substantially in the Company’s standard form set forth in the Disclosure Schedule. The Company and each Subsidiary has enforced such policy and all current and former employees, consultants and contractors have executed confidentiality and assignment agreements with the Company and each Subsidiary, as applicable.

(i) None of the Company, any Subsidiary, any Company Products or other operation of the Company’s or any Subsidiary’s business has infringed upon, misappropriated, or otherwise violated, or is infringing upon, misappropriating, or otherwise violating, in any respect the Intellectual Property Rights of any third party. To the Knowledge of the Company, each Subsidiary and the Stockholders, no Person or any of such Person’s products or services or other operation of such Person’s business is infringing upon, misappropriating, or otherwise violating any Company Intellectual Property.

(j) There is no suit, claim, action, investigation or proceeding made, conducted or brought by a third party that has been served upon or, to the Knowledge of the Company, any Subsidiary or the Stockholders, filed or threatened with respect to, and neither the Company nor any Subsidiary has been notified in writing of, any alleged infringement, misappropriation, or other violation by the Company or any Subsidiary or any Company Product or other operation of the Company's or Subsidiary's businesses of the Intellectual Property Rights of such third party. To the Knowledge of the Company, each Subsidiary and the Stockholders, there is no pending or threatened claim challenging the validity or enforceability of, or contesting the Company's or any Subsidiary's rights with respect to, any of the Company Intellectual Property. There are no outstanding or potential claims against the Company or Subsidiary under any contract or under any applicable Law for employee compensation in respect of any Intellectual Property Rights. Neither the Company nor any Subsidiary has received any opinion of counsel regarding, (i) any potential allegation of infringement or misappropriation, (ii) the application of any Patent to the Company Products, or (iii) the operation of the Company's or any Subsidiary's business as presently conducted and as intended to be conducted. Neither the Company nor any Subsidiary is subject to any Order that restricts or impairs the use, transfer or licensing of any Company Intellectual Property.

(k) The execution and delivery of this Agreement and the consummation of the Transactions will not result in (i) the Company or any Subsidiary granting to any third party any rights or licenses to any Intellectual Property or Intellectual Property Rights, (ii) any breach, right of termination or cancellation under any Company Intellectual Property Agreement (in each case, with or without notice or the passage of time), (iii) the imposition of any Lien on any Owned Company Intellectual Property, or (iv) after the Sale, Blackbaud or any of its Subsidiaries being required, under the terms of any agreement to which the Company is a party, to grant any third party any rights or licenses to any of Blackbaud's or any of its Subsidiaries' Intellectual Property or Intellectual Property Rights or to pay any royalties or other amounts in excess of those that would have, in any event, been payable by the Company or any Subsidiary had the Transactions not occurred.

(l) There are no design or other errors in the Company Products that permit unauthorized access to computers or systems of users through those Company Products. The Company and each Subsidiary has implemented procedures consistent with standard industry practices to ensure that the Company Products are free from viruses, disabling codes, or other malicious code.

(m) Except as set forth in the Disclosure Schedule, neither the Company nor any Subsidiary has used and currently do not use any Open Source Software in connection with or as a part of any Company Products provided by the Company or any Subsidiary, used to operate the businesses of the Company or its Subsidiaries or as a part of any Company-developed or Company-owned software. The Company and its Subsidiaries have provided to Blackbaud a copy of all terms, conditions, and licenses that govern the Open Source Software required to be disclosed in the Disclosure Schedule, and the Company and its Subsidiaries are in compliance with, and have not materially breached, violated or defaulted under, or received notice that it has breached, violated or defaulted under, any of the terms or conditions of any such licenses. To the Knowledge of the Company, any Subsidiary, and the Stockholders, neither the Company nor any Subsidiary has an obligation (whether present, contingent, or otherwise) to deliver, license, or make available the source code for any Company Product to any Person. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to, result in the delivery, license, or disclosure of any source code for any Company Product to any other Person.

(n) Within the prior twelve (12) months, neither the Company nor any Subsidiary has: (i) experienced any defects in the software or hardware used in its business as it is currently conducted that resulted in an uptime of any Company Product of less than 99.9% of the time in any calendar month; (ii) lost any customer data; or (iii) experienced any security breaches.

(o) None of the Company Source Code for the Company Products or Trade Secrets has been published or disclosed by the Company or any Subsidiary, except to its employees or advisers or pursuant to non-disclosure agreements, or, to the Knowledge of the Company, each Subsidiary or the Stockholders, by any other Person except as authorized by the Company or a Subsidiary under a non-disclosure agreement enforceable by the Company or a Subsidiary. There are no Contracts pursuant to which the Company or a Subsidiary have deposited, or is or may be required to deposit, with an escrow agent or any other Person, any Company Source Code.

(p) The Company's and each Subsidiary's collection and dissemination of personal customer information in connection with its business has been conducted in accordance with applicable privacy policies published or otherwise adopted by the Company or the applicable Subsidiary and any applicable Law. The execution, delivery or performance of this Agreement and the consummation of the Transactions will not result in any violation of any Company Privacy Policy or any Law pertaining to privacy.

(q) Except as set out in the Disclosure Schedule, no government funding, facilities of a university, college, other educational institution or research center or funding from third parties was used in the development of any Owned Company Intellectual Property. To the Knowledge of the Company, each Subsidiary and the Stockholders, no Company Personnel who was involved in, or who contributed to, the creation or development of any Owned Company Intellectual Property, has performed services for the government, university, college, or other educational institution or research center during a period of time during which such Company Personnel was also performing services for the Company or any Subsidiary.

(r) Neither the Company nor any Subsidiary has any commitment to any standards body to license any Owned Company Intellectual Property, to any Person by virtue of that Person being a member of a standards body, or to any Person by virtue of that Person having implemented a standard administered or promulgated by a standards body. The Company Products are not required to be compliant with any standards promulgated or administered by, or with any operating systems offered by, any third party.

(s) If the Company or any Subsidiary has exported the Company Products, or any technical information or other technology within its control, it has done so in all respects as required by applicable export Laws.

(t) The Company has delivered to Blackbaud or Blackbaud's agents in machine readable form and in both source and object code form (unless maintained by the Company or a Subsidiary in the ordinary course of its business solely in paper document form):

- (i) all code, script, content and data needed to build the Company's and each Subsidiary's software systems ("Software Systems");
- (ii) all code, script and data related to building and deploying the Software Systems;
- (iii) all code, script and data related to testing the Software Systems; and

(iv) any associated supporting documentation on architecture, design internals, build and deployment, and testing that are required for such Software Systems to function or which have been used to develop, test, maintain, or modify such Software Systems. The Company has delivered to Blackbaud or Blackbaud's agents a duplicate copy of the items described in this subsection.

2.14 Contracts. As of the date hereof, neither the Company nor any Subsidiary is a party to, nor is it bound by:

(a) any employment or consulting Contract with an employee or individual consultant or salesperson, or consulting or sales Contract with a firm or other organization to provide services to the Company;

(b) any fidelity or surety bond or completion bond;

(c) any lease of personal property having a value in excess of \$5,000 individually or \$15,000 in the aggregate;

(d) any Contract relating to capital expenditures and involving future payments in excess of \$5,000 individually or \$15,000 in the aggregate;

(e) any Contract relating to the disposition or acquisition of assets or any interest in any business enterprise outside the ordinary course of its business;

(f) any Contract relating to Indebtedness;

(g) any purchase order or Contract for the purchase of materials involving in excess of \$5,000 individually or \$15,000 in the aggregate;

(h) any dealer, distribution, joint marketing or development Contract;

(i) any Contract for use or distribution of the Company Products;

(j) any Contract providing for the Company's or any Subsidiary's indemnification of another Person, other than Contracts with such Person's customers for the sale of Company Products entered into in the ordinary course of business; or

(k) any other Contract that involves (i) \$5,000 individually or \$15,000 in the aggregate or more and is not cancelable without penalty within thirty (30) days, (ii) minimum purchase commitments by the Company or any Subsidiary, (iii) ongoing service or support obligations and that are not cancelable without penalty or refund within thirty (30) days, (iv) the development or delivery of any customer-specified product enhancements or upgrades, or (v) the requirement of the Company or any Subsidiary to deal with any Person on an exclusive basis. Neither the Company nor any Subsidiary has cash or other obligations to any Person under or with respect to a Contract in connection with returns, rebates, co-marketing arrangements, service level agreements, most-favored nations undertakings, price protection mechanisms or warranties.

2.15 No Defaults. The Company and each Subsidiary is in material compliance with and has not materially breached, violated or defaulted under, or received notice that it has breached, violated or defaulted under, any of the terms or conditions of any Contract required to be disclosed under Sections 2.13 or 2.14 hereof, nor is the Company or any Subsidiary aware of any event that would

constitute such a breach, violation or default with the lapse of time, giving of notice or both. Each Contract required to be disclosed under Sections 2.13 or 2.14 hereof is in full force and effect, and the Company is not in material default thereunder, nor, to the Knowledge of the Company, any Subsidiary or the Stockholders, is any other party to any such Contract in default thereunder. The consummation of the Transactions will neither violate nor result in the breach, modification (including the acceleration of any right or obligation), cancellation, termination or suspension of any Contract required to be disclosed under Sections 2.13 or 2.14 hereof. The transfer, assignment and delegation of all rights and obligations under the Contracts required to be disclosed under Sections 2.13 or 2.14 hereof in connection with the consummation of the Transactions will not require the consent of or notice to any party to such Contracts. Following Closing, Blackbaud, the Company, and each Subsidiary will be permitted to exercise all of the Company's and the Subsidiaries' rights under the Contracts required to be disclosed under Sections 2.13 or 2.14 hereof to the same extent the Company and each Subsidiary would have been able to had the Transactions not occurred and without being required to pay any additional amounts or consideration other than fees, royalties or payments which the Company or any Subsidiary would otherwise be required to pay had such Transactions not occurred.

#### 2.16 Interested Party Transactions.

(a) No officer, director or holder of more than five percent (5%) of the outstanding shares of Company Capital Stock (nor, to the Knowledge of the Company, any Subsidiary or the Stockholders, any ancestor, sibling, descendant or spouse of any of such persons, or any trust, partnership, corporation or other entity in which any of such persons has or has had an interest, an "Interested Person"), has or has had, directly or indirectly, (i) an economic interest in any Person which furnished or sold, or furnishes or sells, services, products or technology that the Company or any Subsidiary furnishes or sells, or proposes to furnish or sell, or (ii) any economic interest in any entity that purchases from or sells or furnishes to the Company or any Subsidiary, any services, products or technology, or (iii) a beneficial interest in any Contract to which the Company or any Subsidiary is a party, except in the case of clause (iii) in any such Person's capacity as an officer, director or stockholder of the Company or any Subsidiary; provided, however, that ownership of no more than one percent (1%) of the outstanding voting stock of a publicly traded corporation, shall not be deemed to be an "interest in any entity" for purposes of this Section 2.16.

(b) All transactions pursuant to which any officer, director or stockholder of the Company or any Subsidiary or any Interested Person has purchased any services, products or technology from, or sold or furnished any services, products or technology to, the Company or any Subsidiary, have been on an arms' length basis on terms no less favorable to the Company or any Subsidiary than would be available from an unaffiliated party.

(c) To the Knowledge of the Company, any Subsidiary and the Stockholders, there are no Contracts binding the Company or the Subsidiary with regard to contribution or indemnification between or among any of the Stockholders.

2.17 Governmental Authorization. Each Permit (i) pursuant to which the Company or any Subsidiary currently operates or holds any interest in any of its properties, or (ii) which is required for the operation of the Company's or any Subsidiary's business as currently conducted (collectively, "Company Authorizations") has been issued or granted to the Company or the applicable Subsidiary and is in full force and effect.



## 2.18 Litigation.

(a) There is no action, suit, claim or proceeding of any nature pending or, to the Knowledge of the Company, any Subsidiary or the Stockholders, threatened against the Company or any Subsidiary, any of their respective properties (tangible or intangible) or any of their respective officers or directors in their respective capacities as such. There is no investigation, inquiry or other proceeding pending or, to the Knowledge of the Company, any Subsidiary or the Stockholders, threatened against the Company or any Subsidiary, any of their respective properties (tangible or intangible) or any of their respective officers or directors in their respective capacities as such by or before any Governmental Entity. No Governmental Entity has provided the Company or any Subsidiary with written notice challenging or questioning the legal right of the Company or any Subsidiary to conduct its operations as conducted at that time or as presently conducted.

(b) The Stockholders are not a party to any pending litigation which seeks to enjoin or restrict their ability to sell or transfer their Shares hereunder, nor, to the Knowledge of the Stockholders, is any such litigation threatened.

## 2.19 Accounts Receivable.

(a) The Company has made available to Blackbaud a list of all accounts receivable of the Company and each Subsidiary as of the date of the Financial Statements, together with the respective range of days elapsed since each invoice.

(b) All of the Company's and each Subsidiary's accounts receivable are bona fide and arose in the ordinary course of business and are carried at reasonable values, consistently applied, less any reserves for doubtful accounts set forth on the Financial Statements. No Person has any Lien on any of the Company's or any Subsidiary's accounts receivable, and no request or agreement for deduction or discount has been made with respect to any of the Company's or any Subsidiary's accounts receivable.

2.20 Minute Books. The minutes of the proceedings of meetings and written actions of the Company's board of directors (the "Board of Directors"), each Subsidiary's board of directors and the stockholders of the Company and each Subsidiary provided to Blackbaud are the only minutes of the Company and each Subsidiary as of the date of this Agreement and contain accurate summaries of all meetings and actions by written consent of the Board of Directors (or committees thereof) of the Company and each Subsidiary and of all meetings and actions by written consent of the stockholders of the Company and each Subsidiary, since the time of incorporation of the Company and of each Subsidiary.

## 2.21 Environmental, Health and Safety Matters.

(a) The Company and each Subsidiary has at all times complied and, to the Knowledge of the Company, each Subsidiary and the Stockholders, is in compliance, in all material respects, with all Environmental Laws, which compliance has included obtaining and complying at all times, in all material respects, with all Permits required pursuant to Environmental Laws for the occupation of its facilities and properties and the operation of its business.

(b) To the Knowledge of the Company, each Subsidiary and the Stockholders, neither the Company nor any Subsidiary has received any notice, report or other information regarding any actual or alleged violation of, or Liability under, Environmental Laws with respect to its past or current operations, properties or facilities.

(c) None of the following exists at any property or facility currently or formerly owned or operated by the Company or any Subsidiary: (i) underground storage tanks; (ii) asbestos-containing material; (iii) materials or equipment containing polychlorinated biphenyls; or (iv) landfills, surface impoundments, or disposal areas.

(d) Neither the Company nor any Subsidiary has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, released, or exposed any Person to, any substance, including any Hazardous Materials, or owned or operated any property or facility, and no such property or facility is contaminated by any Hazardous Materials so as to give rise to any current or future Liability or corrective or remedial obligation under any Environmental Laws.

(e) Neither the Company nor any Subsidiary has assumed, provided an indemnity with respect to, or otherwise become subject to any Liabilities of any other Person under any Environmental Law.

#### 2.22 Fees and Expenses

(a) Neither the Company nor any Subsidiary has incurred, nor will it incur, directly or indirectly, any Liability for investment banking fees or for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or the Transactions.

(b) The Disclosure Schedule sets forth a good faith estimate of the Third-Party Expenses as of the date of this Agreement.

#### 2.23 Employment Matters.

(a) The Company and its Subsidiaries have provided to Blackbaud a list of all of the Company Personnel which contains complete and accurate details of each Company Personnel's:

(i) name, job description, whether they are part time, full time or casual and date of commencement of employment;

(ii) entitlement as at the Closing Date to wages, salaries, annual leave and leave loading, long service leave, personal leave, rostered days off and time off in lieu of overtime worked; and

(iii) entitlement at the Closing Date to any other remuneration, compensation or benefits, under any applicable industrial awards, workplace agreement, and other agreement, scheme or arrangement (including any bonus, profit share or employee incentive plan or scheme) whether oral or in writing, applying to the Company Personnel.

(b) Neither the Company nor any Subsidiary is a party to any workplace or enterprise agreement, arrangement or understanding with a union or industrial organisation in respect of any Company Personnel.

(c) The Company has provided to the Blackbaud a copy of all Employee Agreements, other arrangements and understandings with each Company Personnel in relation to their employment and has identified the award and workplace or enterprise agreement that applies to each Company Personnel.

(d) Neither the Company nor any Subsidiary presently provides any remuneration, compensation or benefits to any Company Personnel at a rate or in a manner exceeding the entitlement of that Company Personnel under their respective Employee Agreement(s), any applicable industrial awards, workplace or enterprise agreements or other agreement applying to the Company Personnel.

(e) Neither the Company nor any Subsidiary has made any loans to any Company Personnel which are still outstanding or due for repayment.

(f) Each Company Personnel is employed by the Company or a Subsidiary. No Company Personnel is engaged in any business other than with the Company or a Subsidiary. There are no persons engaged with the Company or any Subsidiary or providing services to the Company or any Subsidiary other than the Company Personnel.

(g) The Company has provided to Blackbaud full and accurate details of all agreements, arrangements or understandings with any person for the provision of consulting or management services to the Company or any Subsidiary. Each person who provides those services is a true contractor and the Company and each Subsidiary is not aware of any grounds on which such person could successfully claim to be an employee.

(h) All casual Company Personnel engaged by the Company or any Subsidiary are true casual employees and are not engaged on a regular and systematic basis.

(i) Neither the Company nor any Subsidiary has any Knowledge of grounds for dismissal of any current Company Personnel, nor is under or likely to be under any obligation to reinstate or reemploy any former Company Personnel.

(j) During the 3 year period immediately before the Closing Date there have not been any claims by any Company Personnel relating to their employment with the Company or any Subsidiary, including any claims for compensation or reinstatement as a consequence of termination of employment. There are no claims of this nature that are pending, threatened or anticipated.

(k) There are no facts or circumstances that are likely to give rise to any dispute involving any Company Personnel, or any employee organisation or union representing any such Company Personnel, and no such dispute is pending, threatened or anticipated.

(l) The Company has complied with its obligations under applicable agreements, statutes (including the *Fair Work Act 2009* (Cth)), industrial awards, Company policies and codes of conduct in respect of each Company Personnel.

(m) The Company and each Subsidiary has maintained in accordance with all applicable Laws complete and accurate records in respect of each Company Personnel.

(n) The Company and each Subsidiary: (i) has complied in all material respects with all applicable Laws, collective agreements, works agreements, rules and practices respecting employment, employment practices, terms and conditions of employment and wages and hours including orders and awards relevant to terms and conditions of service, health and safety, labor leasing, use of fixed-term contracts, supply of temporary staff, secondment and expiration rules, applicable requirements in respect of staff representation and paid vacations, in each case, with respect to Company Personnel, (ii) has withheld and reported all amounts required by Law or Contract to be withheld and reported with respect to wages, salaries and other payments to Company Personnel.

(o) The Company has not been investigated or prosecuted by the Fair Work Ombudsman (or similar Person), and no investigation or prosecution of this nature is pending, threatened or anticipated.

#### 2.24 Superannuation.

(a) The Disclosure Schedule lists all superannuation schemes or pension arrangements in operation by or in relation to Company Personnel to which the Company contributes. The Company does not operate nor has ever operated a defined benefit superannuation plan or any other plan that would or does entitle any person to a pension, annuity or lump sum payment. Each superannuation fund to which the Company contributes to is a “complying superannuation fund” for the purposes of the *Superannuation Industry (Supervision) Act 1993* (Cth). With respect to each Company Personnel: (a) the Company has provided at least the prescribed minimum level of superannuation support for that Company Personnel so as not to incur a Liability for the Superannuation Guarantee Charge and proper provision has been made for contributions payable in the current quarter, for that period up to and including the Closing Date; (b) there are no outstanding or unpaid superannuation contributions on the part of the Company for that Company Personnel however arising (including under statute, award or agreement); (c) they have been properly offered a choice of superannuation fund to receive employer contributions payable, in accordance with the provisions of Part 3A of the *Superannuation Guarantee (Administration) Act 1992* (Cth); and (d) there are no outstanding or unpaid benefits currently due to that Company Employees’ dependants or beneficiaries and there are no complaints or outstanding claims for unpaid superannuation contributions or superannuation benefits

(b) Except as set forth in Section 2.24(a), no Company Employee Plan provides, or reflects or represents any Liability to provide, post-termination or retiree life insurance, health or other retiree employee welfare benefits to any Person for any reason, except as may be required by applicable Law, and neither the Company nor any Subsidiary has ever represented, promised or contracted (whether in oral or written form) to any Company Personnel (either individually or to Company Personnel as a group) or any other Person that such Company Personnel or other Person would be provided with post-termination or retiree life insurance, health or other employee welfare benefit, except to the extent required by Law.

2.25 Insurance and Bonds. The Disclosure Schedule lists all insurance policies and bonds (whether denominated as bid, litigation, performance, fidelity, or otherwise) covering the assets, business, equipment, properties, operations, employees, officers and directors (in their respective capacities as such) of the Company or any of its Affiliates. The Company and each Subsidiary believes that such insurance policies and bonds are upon terms that are reasonable and adequate for and are of the type and in amounts customarily carried by Persons with businesses, operations, properties and locales similar to those of Company and each Subsidiary. There is no claim by the Company, any Subsidiary or any of its Affiliates pending under any of such policies or bonds. All potentially insurable claims have been properly tendered to the appropriate insurance carrier in compliance with any applicable insurance policy notice provisions. All premiums due and payable under all such policies and bonds have been paid, and the Company and its Affiliates are otherwise in material compliance with the terms of such policies and bonds (or other policies and bonds providing substantially similar insurance coverage). All such insurance policies are valid and binding in accordance with their terms, except to the extent such enforceability may be limited by the effect of any applicable bankruptcy, reorganization, insolvency, moratorium or similar Law affecting creditors’ rights generally and general principles of equity or public policy (regardless of whether such enforceability is considered in a proceeding in equity or at law), and are in full force and effect. To the Knowledge of the Company and the Stockholders, there is no threat of termination of, or premium increase with respect to, any of such policies. The bonds, if any, listed in the

Disclosure Schedule satisfy all requirements for such bonds set forth in (A) any Law applicable to the Company, any Subsidiary or their respective businesses and (B) any Contract of the Company or any Subsidiary.

2.26 Compliance with Laws. The Company and each Subsidiary has complied in all material respects with, is not in violation of, and has not received any notices of violation with respect to any Laws. Each of the Company Products does and has complied with all applicable Laws of each jurisdiction in which such Company Product is or has been sold directly or indirectly by or on behalf of the Company. The Company has not engaged in any agreement, arrangement, practice or conduct which amounts to an infringement of Antitrust Law of any jurisdiction in which the Company or any Subsidiary conducts business and no director of the Company or any Subsidiary is engaged in any activity which would be an offense or infringement under any such Antitrust Law. Neither the Company nor any Subsidiary is affected by any existing or pending decisions, judgments, orders or ruling of any relevant Governmental Entity responsible for enforcing the Antitrust Law of any jurisdiction and neither the Company nor any Subsidiary has given any undertakings or commitments to such bodies which affect the conduct of the Company's business.

2.27 Criminal Code Amendment (Bribery of Foreign Public Officials) Act 1999. Neither the Company nor any Subsidiary (including any of their officers or directors) has taken or failed to take any action which would cause it to be in violation of the Criminal Code Amendment (Bribery of Foreign Public Officials) Act 1999 of 1977, as amended, or any rules or regulations thereunder. Neither the Company nor any Subsidiary nor, to the Knowledge of the Company, any Subsidiary or the Stockholders, any third party acting on behalf of the Company or any Subsidiary, has offered, paid, promised to pay, or authorized, or will offer, pay, promise to pay, or authorize, directly or indirectly, the giving of money or anything of value to any Official, or to any other Person while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any Official, for the purpose of: (i) influencing any act or decision of such Official in his, her or its official capacity, including a decision to fail to perform his, her or its official duties or functions; or (ii) inducing such Official to use his, her or its influence with any Governmental Entity to affect or influence any act or decision of such Governmental Entity, or to obtain an improper advantage in order to assist the Company or any Subsidiary or any third party in obtaining or retaining business for or with, or directing business to, Company or any Subsidiary. For purposes of this Agreement, an "Official" shall include any appointed or elected official, any government employee, any political party, party official, or candidate for political office, or any officer, director or employee of any Governmental Entity.

2.28 Warranties; Indemnities. Except for warranties implied by Law or set forth in the Disclosure Schedule, neither the Company nor any Subsidiary has given any warranties or indemnities relating to products or technology sold or services rendered by the Company or any Subsidiary. The Disclosure Schedule sets forth, all pending claims for product liability, warranty, material back charge, material additional work, or other claims by any third party arising from the manufacture, sale or delivery of Company Products. All Company Products have been in conformity with all contractual commitments and all express and implied warranties, and neither the Company nor any Subsidiary has Liability in connection therewith in excess of any warranty reserve reflected on the balance sheet included in the Interim Financial Statements.

2.29 Stockholder Loans. Neither the Company nor any Subsidiary has loaned any money to any Company Personnel, any Subsidiary or the Stockholders, and none of such Persons is indebted to the Company or any Subsidiary for any amount.

### 2.30 Suppliers and Customers.

(a) No material licensor, vendor, supplier or licensee of the Company or any Subsidiary (in each case, based on receivables or payables, as applicable, for the most recently completed fiscal year of the Company or the applicable Subsidiary) has cancelled or otherwise modified its relationship with the Company or any Subsidiary in a manner adverse to the Company or any Subsidiary, and (i) no such Person has communicated (orally or in writing) to the officers, directors or other senior managers of the Company or any Subsidiary any intention to do so, and (ii) to the Knowledge of the Company, any Subsidiary and the Stockholders, the consummation of the transactions contemplated hereby will not adversely affect any of such relationships.

(b) No customer or group of customers which represented, collectively, at least five percent (5%) of the revenues of the Company or any Subsidiary (based on receivables for the most recently completed fiscal year of the Company or the applicable Subsidiary) has cancelled or otherwise modified its relationship with the Company or any Subsidiary in a manner adverse to the Company or any Subsidiary, and (i) no such Person has communicated (orally or in writing) to the officers, directors or other senior managers of the Company or any Subsidiary any intention to do so, and (ii) to the Knowledge of the Company, any Subsidiary and the Stockholders, the consummation of the transactions contemplated hereby will not adversely affect any of such relationships.

2.31 Privacy. The Company has delivered to Blackbaud correct and complete copies of all written policies maintained by the Company and each Subsidiary since their dates of formation with respect to privacy and personal data protection relating to its employees, customers, suppliers, service providers, or any other third parties from or about whom the Company and each Subsidiary have obtained personal data ("Company Privacy Policies"). The Company and each Subsidiary have complied in all material respects with, is not in violation of, and has not received any notices of violation with respect to, any applicable Laws, Contracts, Company Privacy Policies or any other commitments, obligations or representations concerning privacy and personal data protection relating to its employees, customers, suppliers, service providers, or any other third parties from or about whom the Company or any Subsidiary has obtained personal data ("Company Privacy Obligations"). The Company and each Subsidiary has full right and authority to transfer to Blackbaud all personal data in the possession of the Company and each Subsidiary. To the Knowledge of the Company, any Subsidiary and the Stockholders, no Company Privacy Obligations will impose any restrictions upon Blackbaud's ability to use, possess, disclose or transfer such personal data in the manner the Company or any Subsidiary has used, possessed, disclosed or transferred such or similar personal data prior to Closing. Neither the Company nor any Subsidiary has notice of any claims or alleged claims that the Company or any Subsidiary has violated Company Privacy Obligations and no Governmental Entity is investigating to determine whether the Company or any Subsidiary has violated any Company Privacy Obligations. Except as set forth in the Disclosure Schedule, the consummation of the Transactions will not violate any Company Privacy Obligation, nor require the Company or any Subsidiary to provide any notice to, or seek any consent from, any employee, customer, supplier, service provider or other third party under any Company Privacy Policy. Any Company or Subsidiary electronic mail distribution lists have been reviewed and scrubbed prior to the date hereof to remove email addresses associated with individuals who have opted out of receiving commercial electronic mail messages.

2.32 Compliance with the Immigration Reform and Control Act. The Company and each Subsidiary is in compliance with and has not violated the terms and provisions of applicable Laws relating to immigration, and all related regulations promulgated thereunder (collectively, the "Immigration Laws"). Neither the Company nor any Subsidiary has been the subject of any inspection or investigation relating to its compliance with or violation of the Immigration Laws. With respect to any

current or former employee of the Company or any Subsidiary for whom compliance with the Immigration Laws is required, the Company will deliver to Blackbaud, promptly after the date of this Agreement, such employee's eligibility verification forms and all other records, documents or other papers which are retained by the Company or any Subsidiary pursuant to the Immigration Laws.

2.33 Delivery of Documents. The Company has electronically delivered to Blackbaud copies of all documents disclosed on the Disclosure Schedule and such copies are true and complete copies of the respective documents. Without limiting or expanding the foregoing, "true and complete copies of the respective documents" includes all written or oral communications or other acts that modify or supplement the obligations set forth in the documents delivered or required to be delivered to Blackbaud.

2.34 Representations Complete. None of the representations or warranties made by the Company (as modified by the Disclosure Schedule) in this Agreement, and none of the statements made in any exhibit, schedule or certificate furnished by the Company, any Subsidiary or anyone acting on behalf thereof pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which made, not misleading.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF BLACKBAUD

As of the date hereof Blackbaud hereby represents and warrants to the Company and the Stockholders:

3.1 Organization and Standing. Blackbaud is a proprietary company duly organized, validly existing and, to the extent legally applicable, in good standing under the laws of Australia. Blackbaud has the corporate power to own and operate its assets and to carry on its business as currently being conducted. Blackbaud is duly qualified or licensed to do business and in good standing as a foreign corporation in each jurisdiction in which it conducts business, except in those jurisdictions where the failure to be so qualified would not have a Blackbaud Material Adverse Effect.

3.2 Authority. Blackbaud has all requisite corporate power and authority to enter into this Agreement and to consummate the Transactions. The execution and delivery of this Agreement and the consummation of the Transactions have been duly authorized by all necessary corporate action on the part of Blackbaud, and no further action is required on the part of Blackbaud to authorize this Agreement and the Transactions. This Agreement has been duly executed and delivered by Blackbaud and constitutes the valid and binding obligations of Blackbaud, enforceable against Blackbaud in accordance with its terms, except as such enforceability may be subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

3.3 No Conflict. The execution and delivery of this Agreement by Blackbaud does not, and the consummation of the Transactions will not, conflict with, or result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to a Conflict under (i) any provision of the certificate of incorporation and bylaws of Blackbaud or (ii) any Law applicable to Blackbaud or its respective properties or assets (whether tangible or intangible), except in each case where such Conflict will not have a Blackbaud Material Adverse Effect or will not have an effect on the legality, validity or enforceability of this Agreement.

3.4 Consents. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to Blackbaud in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, except for such consents, waivers, approvals, orders, authorizations, registrations, declarations and filings which, if not obtained or made, would not have a Blackbaud Material Adverse Effect.

#### ARTICLE IV

##### ADDITIONAL AGREEMENTS

4.1 Confidentiality. Each Stockholder will treat and hold confidential as such all of the Confidential Information, refrain from using any of the Confidential Information except in connection with this Agreement, not trade any Blackbaud securities while in possession of material Confidential Information, and deliver promptly to Blackbaud or destroy, at the request and option of Blackbaud, all tangible embodiments (and all copies) of the Confidential Information which are in his, her or its possession. In the event that any Stockholder is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, that party will notify Blackbaud promptly of the request or requirement so that Blackbaud may seek an appropriate protective order or waive compliance with the provisions of this Section 4.1. If, in the absence of a protective order or the receipt of a waiver hereunder, a Stockholder is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, that party may disclose the Confidential Information to the tribunal; provided, however, that the disclosing party shall use his or its commercially reasonable efforts to obtain, at the reasonable request of Blackbaud and at its expense, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as Blackbaud shall designate.

4.2 Publicity. No public release or announcement concerning the Transactions shall be issued by the Company, any Subsidiary, the Stockholders or their Affiliates without the prior written consent of Blackbaud.

4.3 Reasonable Efforts. Subject to the terms and conditions of this Agreement, in furtherance and not in limitation of the covenants of the parties contained in this Article IV, if any objection is asserted or any administrative or judicial action or proceeding, including any proceeding by a private party, is instituted (or threatened to be instituted) challenging any of the Transactions as violative of any Law or Order, each party shall cooperate in all respects with each other and use its respective commercially reasonable efforts to resolve any such objections or challenge and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any Law or Order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents, delays or restricts consummation of the Transactions.

4.4 Additional Documents and Further Assurances. Each party hereto, at the request of another party hereto, shall, without further compensation, execute and deliver such other instruments and do and perform such other acts and things as may be necessary or reasonably desirable for effecting completely the consummation of the Transactions.

4.5 Breach. If at any time before or at Closing the Company, any Subsidiary or any Stockholder becomes aware that any representation or warranty of the Company, any Subsidiary or the Stockholders contained in this Agreement have been breached, is untrue or is misleading, or has a



reasonable expectation that any of those things might occur, it must immediately: (A) notify Blackbaud in sufficient detail to enable Blackbaud to make an accurate assessment of the situation; and (B) if requested by Blackbaud, use its best endeavors to prevent or remedy the notified occurrence.

4.6 Expenses. Except as otherwise provided in this Agreement, each of the Stockholders, the Company, each Subsidiary and Blackbaud shall bear its own expenses (except the Stockholder shall bear the expenses of the Company) incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Transactions.

4.7 [INTENTIONALLY OMITTED].

4.8 Resignation of Officers and Directors. The Company and each Subsidiary shall obtain the resignations of all officers and directors of the Company and each Subsidiary effective as of the Closing.

4.9 Spreadsheet. The Company shall prepare, and deliver to Blackbaud at least two (2) Business Days prior to the Closing, a spreadsheet (the "Spreadsheet") in a form reasonably acceptable to Blackbaud, which Spreadsheet shall be certified by the Chief Executive Officer of the Company as complete, correct and in accordance with the Company Constitution and Subsidiary Charter Documents as of the Closing and which shall separately list, as of the Closing, (i) all Closing Debt, itemized and detailed to Blackbaud's reasonable satisfaction, together with all necessary wire transfer information for each Person to whom the Closing Debt is owed, (ii) all Stockholders and their respective addresses, the number of shares of Company Capital Stock held by such Persons, the amount of cash payable to each holder pursuant to Section 1.3(a) hereof and the amount of cash to be retained by Blackbaud on behalf of each holder pursuant to Section 1.3(b) hereof, and (iii) and such other information relevant thereto or which Blackbaud may reasonably request.

4.10 Consents. The Company shall use commercially reasonable efforts to obtain the consents, waivers and approvals, under any of the Contracts to which it is a party deemed appropriate or necessary by Blackbaud in connection with the Transactions, including all consents, waivers and approvals set forth in Schedule 5.2(e), so as to preserve all rights of, and benefits to, the Company thereunder from and after the Closing.

4.11 Tax Matters.

(a) Tax Returns for Periods Ending on or Before the Closing Date. The Company and the Stockholder Representative shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company for all periods ending on or prior to the Closing Date which are filed after the Closing Date ("Pre-Closing Tax Periods"), which Tax Returns will be prepared consistent with past practice of the Company except as otherwise required by applicable Law. In the case of any Tax Returns for Pre-Closing Tax Periods, the Company and the Stockholder Representative shall provide such Tax Returns to Blackbaud for its review and consent no later than sixty (60) days after the Closing Date. The Stockholders shall be responsible for and shall indemnify Blackbaud from and against any Tax with respect to the Company that is attributable to (i) any Pre-Closing Tax Periods (to the extent not deducted as part of the Working Capital calculation set forth in Section 1.4), and (ii) any costs and expenses of preparing and filing Tax Returns for such Pre-Closing Tax Periods thereafter, whether incurred by the Company, any Subsidiary, Blackbaud or any Affiliates thereof.

(b) Tax Returns for Periods Beginning Before and Ending After the Closing Date. Blackbaud shall prepare or cause to be prepared and file or cause to be filed any and all Tax Returns of the Company and each Subsidiary for a Tax period that begins on or before the Closing Date and ends after the Closing Date (each a “Straddle Tax Period”), which Tax Returns will be prepared consistent with the past practices of the Company and each Subsidiary except as otherwise required by applicable Law. The Stockholders shall be responsible for and shall indemnify Blackbaud from and against any Tax with respect to the Company and each Subsidiary that is attributable to that portion of a Straddle Tax Period that ends on the Closing Date. Blackbaud shall provide such Tax Returns to the Stockholder Representative for its review and consent at least sixty (60) days prior to their filing due date and, to the extent any Tax shown as due on any such Tax Return could reasonably be expected to be payable by the Stockholders, Blackbaud shall make such revisions to such Tax Returns as are reasonably requested by Stockholder Representative. The Stockholder Representative (on behalf of the Stockholders) shall pay the amount of the Taxes with respect to such Tax Returns for the period ending on or before the Closing Date within five (5) days following any demand by Blackbaud for such payment. For purposes of this Section 4.11(b), in the case of any Taxes that are imposed on a periodic basis and are payable for a Straddle Tax Period, the portion of such Tax that relates to the portion of such taxable period ending on the Closing Date shall (i) in the case of any Taxes other than Taxes based upon or related to income or receipts, be deemed to be the amount of such Tax for the entire Tax period multiplied by a fraction the numerator of which is the number of days in the Tax period ending on the Closing Date and the denominator of which is the number of days in the entire Tax period, and (ii) in the case of any Tax based upon or related to income or receipts, be determined and apportioned using an interim closing of the books as of the close of business on the Closing Date.

(c) Cooperation on Tax Matters. Blackbaud, the Company, each Subsidiary and the Stockholder Representative shall cooperate fully in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes for any earlier taxable period of the Company or any Subsidiary. Such cooperation shall include the retention and (upon another party’s request) the provision of records and information which are reasonably relevant to any such Tax Return, audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder, to the extent reasonably available to such party. Blackbaud agrees (i) to retain all books and records with respect to Tax matters pertinent to the Company and each Subsidiary relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by the Stockholder Representative, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any Governmental Entity and (ii) to give the Stockholder Representative reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the Stockholder Representative so requests, to allow the Stockholder Representative to take possession of such books and records. Unless required by applicable Law, Blackbaud will not, and Blackbaud will ensure that the Company does not, after Closing, submit any Tax Return concerning the Company or enter into any correspondence with any Taxation Authority relating to a Pre-Closing Tax Period or a Straddle Tax Period in relation to the Company which would lead to increased Tax Liability on the part of a Stockholder.

(d) Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred by the Stockholders in connection with the consummation of the Transactions will be paid by the Stockholders when due, and each Stockholder will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes, fees and charges, and, if required by applicable Law, the parties will, and will cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.

(e) Termination of Existing Tax Sharing Agreements. Any and all existing Tax sharing agreements (whether written or not) binding upon the Company or its Subsidiaries or relating to their business or their assets shall be terminated as of the Closing Date. After such date neither the Company nor its Subsidiaries or any of their respective Affiliates or any of their respective representatives shall have any further rights or liabilities thereunder.

#### 4.12 [INTENTIONALLY OMITTED ]

4.13 Successor Stockholder Trustees. Each Trustee Stockholder must cause any successor of the Trustee Stockholder and any person who becomes a trustee of the relevant Trust jointly with the Trustee Stockholder to execute all documents required by Blackbaud to ensure that this Agreement is binding on them.

4.14 Open Source Licenses and Remediation. The Company shall deliver to Blackbaud all conditions, terms and licenses that govern the Open Source Software required to be disclosed in the Disclosure Schedules. The Company will remediate any Open Source Software reasonably requested and in good faith by Blackbaud within six (6) months of Closing, including those specifically noted in the Disclosure Schedule or any non-compliant commercial software issues identified by Blackbaud in its good faith, reasonable discretion, the Company or any Subsidiary within the first six (6) months after Closing (“Software Remediation”). Any Software Remediation that occurs post-Closing shall be billed to the Company at Blackbaud’s then-current time and material rates (collectively “Software Remediation Claimed Amount”) (in which case Blackbaud shall reduce the Escrow Amount by an amount equal to the Software Remediation Claimed Amount), which shall not exceed \$50,000.

#### 4.15 Certain Covenants.

(a) Limited Activities. During the Restraint Period, no Stockholder will, directly or indirectly, for any reason, for its own benefit, or for the benefit of or together with any other Person, directly or indirectly:

(i) solicit or conspire with, or attempt to solicit or conspire with, any employee, manager, director or advisor of Blackbaud or its Affiliates to terminate that Person’s engagement or relationship with Blackbaud or its Affiliates;

(ii) solicit or attempt to solicit, any of the Customers or Suppliers of Blackbaud or its Affiliates (as defined below) with whom such Stockholder has had material contact during the one year prior to the Closing Date to terminate their business relationship with Blackbaud or its Affiliates (as used herein, “**Customers**” and “**Suppliers**” shall be defined as any Person that has been an active customer or supplier of the Company or a targeted prospective customer or supplier of the Company or its Affiliates during the one year prior to the Closing Date);

(iii) divert or attempt to divert any or all of such Customers’ or Suppliers’ business from Blackbaud or its Affiliates in violation of any unfair competition Laws or other Applicable Laws; or

(iv) be engaged as an executive officer, limited liability entity manager or director or in any other managerial or sales capacity or as an owner, co-owner, or other investor of or in, or lender to, whether as an employee, independent contractor, consultant or advisor, or sales

representative or distributor of any kind, in any Restricted Business anywhere in the Restricted Area, with the parties acknowledging that Blackbaud and its Affiliates are actively engaged in such business throughout and beyond all parts of the Restricted Area; provided, however, the foregoing prohibition on ownership shall not apply to ownership of investments in: (A) a Person that is a large organization whose business is highly diversified if the Restricted Business are not a primary part of its business; or (B) any Person that is listed on a recognised stock exchange so long as such Stockholder, together with such Stockholder's Affiliates, collectively own less than 3% of the total outstanding equity interests of such Person.

(b) Severability; Reformation. The covenants in this Section 4.15 are severable and separate, and the unenforceability of any specific covenant in this Section 4.15 is not intended by any party hereto to, and shall not, affect the provisions of any other covenant in this Section 4.15. If any court of competent jurisdiction shall determine that the scope, time, or territorial restrictions set forth in Section 4.15 are unreasonable as applied to a Stockholder, the parties hereto acknowledge their mutual intention and agreement that those restrictions be enforced to the fullest extent the court deems reasonable, and thereby shall be reformed to that extent.

(c) Independent Covenant. All of the covenants in this Section 4.15 are intended by each party hereto to be, and shall be construed as, an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of a Stockholder against Blackbaud or its Affiliates, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Blackbaud or its Affiliate of any covenant in this Section 4.15. It is specifically agreed that the Restraint Period shall be computed as to any Stockholder by excluding from that computation any time during which such Stockholder is in violation of any provision of Section 4.15.

(d) Materiality. Blackbaud and each Stockholder hereby agree that this Section 4.15 is a material and substantial part of this Agreement, and absent each Stockholder entering into the restrictions of this Section 4.15, Blackbaud would not have entered into this Agreement and consummated the transactions contemplated hereby.

## ARTICLE V

### CONDITIONS TO THE SALE

5.1 Conditions to the Obligations of Each Party to Effect the Sale. The respective obligations of the Company, Blackbaud and the Stockholders to effect the Sale shall be subject to the satisfaction, at or prior to the Closing, of the following conditions:

(a) No Order. No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction, judgment or other order (whether temporary, preliminary or permanent) (each, an "Order") which is in effect and which has the effect of making the Sale illegal or otherwise prohibiting the consummation of the Sale.

(b) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition (i) preventing the consummation of the Sale, (ii) prohibiting Blackbaud's ownership or operation of any portion of the business of the Company or any Subsidiary, or (iii) compelling Blackbaud or the Company or any Subsidiary to dispose of or hold separate all or any material portion of the business or assets of Blackbaud, the Company or any of their respective Subsidiaries or Affiliates as a result of the Sale, shall be in effect, nor shall any proceeding brought by any Governmental Entity, seeking any of the foregoing be threatened or pending.

5.2 Additional Conditions to the Obligations of Blackbaud. The obligation of Blackbaud to effect the Sale also shall be subject to the satisfaction at Closing of each of the following conditions, any of which may be waived, in writing, exclusively by Blackbaud:

(a) Representations, Warranties and Covenants. (i) Each representation and warranty of the Company and each Subsidiary and the Stockholders contained in this Agreement shall be true and correct in all respects on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date (except for those representations and warranties which address matters only as of a particular date, which shall have been true and correct in all material respects as of such particular date) , and (ii) the Company, each Subsidiary and the Stockholders shall have performed and complied in all respects with all covenants and obligations under this Agreement required to be performed and complied with by the Company and each Subsidiary and the Stockholders prior to or as of the Closing.

(b) Governmental Approval. The Company and each Subsidiary shall have obtained all Governmental Entity approvals required to legally consummate the Sale and those required so that the consummation of those Transactions will not trigger any Conflict with any of the items set forth in Section 2.5 hereof.

(c) Litigation. There shall be no action, suit, claim or proceeding of any nature pending, or overtly threatened, against Blackbaud, the Company, each Subsidiary or the Stockholders, their respective properties or any of their respective officers or directors, arising out of, or in any way connected with, the Sale or the other transactions contemplated by the terms of this Agreement.

(d) Share Transfers. Blackbaud shall have received transfers (executed by the Stockholders and in registerable form) of the Shares in favor of Blackbaud.

(e) Mandatory Third Party Consents. The Company and each Subsidiary where applicable shall have obtained, and provided copies to Blackbaud of, all necessary consents, waivers and approvals, and timely provided all notifications, with respect to the Transactions under those Contracts listed on Schedule 5.2(e).

(f) No Material Adverse Effect. There shall not have occurred any event or condition of any character that has had or is reasonably likely to have a Company Material Adverse Effect.

(g) [INTENTIONALLY OMITTED].

(h) Certificate of Secretary of Company. Blackbaud shall have received a certificate, validly executed by the Secretary of the Company, certifying as to (i) the terms of the Company Constitution and Subsidiary Charter Documents and (ii) the incumbency of the executive officers of the Company.

(i) Certificate of Incorporation. Blackbaud shall have received a certified copy of the *Certificate of the Registration of a Company* issued by ASIC in respect of the Company, dated within five (5) days prior to the Closing Date.

(j) Spreadsheet and Records. Blackbaud shall have received the Spreadsheet at least three (3) Business Days prior to the Closing Date, which shall have been certified as true and correct by the Chief Executive Officer of the Company.

(k) [INTENTIONALLY OMITTED].

(l) New Employment Arrangements. One hundred percent (100%) of the employees of the Company and each Subsidiary listed on Schedule 5.2(l) (the “Founder Employees”) shall have entered into, and not revoked, employment arrangements with Blackbaud in form and substance mutually agreeable to Blackbaud and the applicable Founder Employee.

(m) Resignation of Officers and Directors. Blackbaud shall have received a written and signed resignation from each of the officers, directors and public officers of the Company and each Subsidiary effective as of Closing, which includes an acknowledgement in such form as Blackbaud may require from each of the officers, directors and public officers that he or she has no claim of any nature against the Company for salary, fees, compensation for loss of office or otherwise.

(n) Appoint New Directors and Authorize Transfer of Shares. Company or the UK Subsidiary, as applicable, shall have procured a meeting of the directors of the Company at which the directors resolved to with effect upon Closing occurring:

(i) (A) appoint Marc Chardon, Brad Holman, and John O’Donnell as directors of the Company and appoint Brad Holman as public officer of the Company; (B) accept the resignations of the existing directors (and, if applicable, the company secretary and public officer); and (C) approves the transfer of the Shares to Blackbaud; and (D) if required by and as specified by Blackbaud, authorize changes to the bank signatories of the Company and the registered address of the Company; and

(ii) (A) appoint Marc Chardon and Brad Holman as directors of the UK Subsidiary (and, if applicable, company secretary); (B) accept the resignations of the existing directors (and, if applicable, the company secretary); and (C) if required by and as specified by Blackbaud, authorize changes to the bank signatories of the UK Subsidiary, the registered address and of the UK Subsidiary and the public officer of the UK Subsidiary.

(o) Settlement of Claims and Liabilities. The Company and each Subsidiary shall have fully settled and paid (i) any claims by any vendors or suppliers to the Company and any Subsidiary that have been asserted against the Company or any Subsidiary in writing, or that otherwise exist or would reasonably be expected to come into existence, to the Knowledge of the Company, each Subsidiary and the Stockholders, and (ii) any claims by, or obligations relating to, current or prior directors or employees of the Company or any Subsidiary that have been asserted against the Company or any Subsidiary in writing, or that otherwise exist or would reasonably be expected to come into existence, to the Knowledge of the Company, each Subsidiary and the Stockholders, and (iii) all salary, bonuses and other payroll amounts for all periods up to, and including, the Closing Date, and (iv) all liabilities existing to the Knowledge of the Company, each Subsidiary and the Stockholders immediately prior to the Closing.

(p) Payoff Letters. The Company shall have provided Blackbaud Payoff Letters from each party that is owed Closing Debt in a form reasonably satisfactory to Blackbaud, together with all necessary wire transfer information for each Person to whom the Closing Debt is owed.

(q) [INTENTIONALLY OMITTED].

(r) [INTENTIONALLY OMITTED].

(s) Copies of Legal and Corporate Documents. The Stockholders shall have left in premises occupied by the Company or the Subsidiary (as applicable) or the registered office of the Company or the Subsidiary (as applicable) all seals, minute books, statutory books and registers, certificates of incorporation, books of account, trading, Tax and financial records, copies of taxation

returns, constitutions, customer lists, price lists, correspondence, documents of title, equipment warranty documents, files, reports, plans and other documents and papers of the Company and each Subsidiary (whether in hard copy or electronic form).

(t) Permits and Licenses. Blackbaud shall have received copies of all current permits, licenses and other documents issued to the Company and each Subsidiary under any Law.

(u) Keys and Codes. The Stockholders shall have left in premises occupied by the Company or the Subsidiary (as applicable) or the registered office of the Company or the Subsidiary (as applicable) all keys and codes of whatever nature required to enter or gain access to any property of the Company and each Subsidiary, including all keys and combinations required to unlock cupboards, safes, safe deposit boxes, storage rooms, filing cabinets and desk drawers, all keys and codes necessary to gain access to computers and to programs and data stored on computers, and all keys and codes necessary for the Company and each Subsidiary to lodge or file documents with any Governmental Entity, including ASIC corporate key details.

(v) Other documents. Blackbaud shall have received any other instrument necessary or desirable to transfer the Shares, to complete any other transaction contemplated by this Agreement and to place Blackbaud in effective control of the Company and each Subsidiary.

(w) Open Source Software. Blackbaud shall have received all conditions, terms and licenses that govern the Open Source Software required to be disclosed in the Disclosure Schedule.

5.3 Additional Conditions to the Obligations of the Stockholders. The obligation of the Stockholders to effect the Sale also shall be subject to the satisfaction at or prior to the Closing of each of the following conditions, any of which may be waived, in writing, exclusively by the Stockholder Representative:

(a) Representations and Warranties. Each representation and warranty of Blackbaud contained in this Agreement shall be true and correct in all respects on and as of the Closing Date as if made on and as of the Closing Date (except for those representations and warranties which address matters only as of a particular date, which shall have been true and correct in all material respects as of such particular date).

(b) [INTENTIONALLY OMITTED].

5.4 Termination if Completion Conditions Are Not Met. If all of the conditions in Sections 5.1, 5.2 and 5.3 have not been fully satisfied or waived by October 31, 2011:

(a) this Agreement and the Letter of Intent between the parties are both at an end as to its future operation except:

(i) as noted in Section 5.4(b); and

(ii) for the enforcement of any right or claim which arises on or has arisen before this document is terminated or comes to an end;

(b) the parties will have no further rights or obligations under this Agreement, except in respect of any breach of this Agreement occurring before the date of termination or otherwise in respect of clauses which survive termination, including (without limitation) obligations and rights in respect of confidentiality; and

(c) all money received by or on behalf of a party must be refunded in full.

#### 5.5 Conditions Subsequent.

(a) The Stockholders must satisfy the following conditions within ten (10) Business Days of Closing (the “Sunset Date”):

(i) Legal and Corporate Documents Filed. All returns, particulars, resolutions and other documents which the Company or any Subsidiary is required by Law to file with or deliver to any Governmental Entity in any jurisdiction (including, ASIC) (“Corporate Documents”) have been correctly made up and filed or, as the case may be, delivered.

(ii) Release of Indebtedness; Termination of Liens. The Company shall have provided Blackbaud an appropriate receipt and written release evidencing the termination of all Indebtedness set forth in the Disclosure Schedule. The Stockholders shall have provided Blackbaud with written releases, together with all necessary original signed ASIC Forms 312 for filing at ASIC, in respect of all mortgages, security interests, collateral assignments and other Liens affecting any of the properties or assets of the Company.

### ARTICLE VI

#### INDEMNIFICATION AND ESCROW

##### 6.1 Duration of Representations and Warranties.

(a) By the Company. The representations and warranties of the Company contained in this Agreement, or in any certificate or instrument delivered pursuant to this Agreement, will remain in full force and be binding notwithstanding Closing until fifteen (15) months following the Closing Date (the expiration of such fifteen (15) month period, the “Survival Date”); provided, however, that the representations and warranties of the Company in Section 2.2 (Company Capital Structure; Stockholder Title to Shares), Section 2.4 (Authority), Section 2.13 (Intellectual Property), Section 2.21 (Environmental, Health and Safety Matters) and the Spreadsheet (each an “Indefinite Representation”) will remain in full force and be binding notwithstanding Closing until eight (8) years following the Closing Date, and the representations and warranties of the Company contained in Section 2.10 (Tax Matters) and Section 2.12 (Title to Properties; Absence of Liens and Encumbrances; Condition of Equipment) (each of such representations and warranties, a “Special Representation”) will remain in full force and be binding notwithstanding Closing until eight (8) years following the Closing Date. If an indemnification claim is asserted in writing pursuant to Section 6.3 prior to the expiration (as provided in this Section 6.1(a)) of the representation or warranty that is the basis for such claim, then such representation or warranty shall remain in full force and be binding beyond the Survival Date until the resolution of such claim or until eight (8) years following the Closing Date (whichever is the sooner).

(b) By Blackbaud. The representations and warranties of Blackbaud contained in this Agreement, or in any certificate or other instrument delivered pursuant to this Agreement, shall terminate at the Closing.

##### 6.2 Indemnification by the Stockholders.

(a) Incurred Losses. Subject to the terms and conditions of this Article VI, from and after the Closing, the Stockholders shall jointly and severally indemnify Blackbaud, its Affiliates



(including, after the Closing, the Company), and each of their respective employees, officers, directors and agents (any, an “Indemnified Party” and collectively, the “Indemnified Parties”), for any claims, losses, liabilities, damages, deficiencies, costs (including the Software Remediation Claimed Amount) and expenses, including reasonable attorneys’ fees and expenses of investigation, defense and settlement (hereinafter individually a “Loss” and collectively “Losses”) paid, incurred, accrued or sustained (as paid, incurred, accrued or sustained) by such Indemnified Parties, or any of them (including, after the Closing, the Company), directly or indirectly, as a result of:

- (i) any breach or inaccuracy of a representation or warranty of the Company contained in this Agreement or in any certificate or other instruments delivered pursuant to this Agreement;
- (ii) any failure by the Company, any Subsidiary or any Stockholder to perform or comply with any covenant or other agreement applicable to it contained in this Agreement or in any certificate or other instruments delivered pursuant to this Agreement;
- (iii) any Tax imposed on or relating to the Company or any Subsidiary with respect to any Pre-Closing Tax Period or any portion of a Straddle Tax Period that ends on the Closing Date;
- (iv) preparing and filing any Tax Return for any Pre-Closing Tax Period;
- (v) any claim in respect of any asset of the Company or any Subsidiary made by any predecessor entity to the Company or any Subsidiary or any current or former creditor thereto or stockholder thereof;
- (vi) any claim made by any Person that such Person is or was entitled (by contract or otherwise) to receive any amount or property in such Person’s capacity (or asserted capacity) as a holder of equity interests in the Company or any Subsidiary or similar synthetic or contractual interests in excess of the consideration set forth in this Agreement by virtue of or as a result of the Sale, other than any claim described in clause (iii) above;
- (vii) any Closing Debt incurred by the Company or any Subsidiary and not paid by it or deducted from the Initial Purchase Price in calculating the Final Purchase Price as contemplated by Section 1.3(a) above; and
- (viii) the Software Remediation Claimed Amount.

(b) Thresholds. No Indemnified Party may recover any Losses in respect of Section 6.2(a)(i) unless and until one or more Officer’s Certificates identifying individual Losses in an aggregate amount of at least \$20,000 (the “Aggregate Threshold Amount”) has or have been delivered to the Stockholder Representative by one or more Indemnified Parties, in which case such Indemnified Party shall be entitled to recover all Losses so identified (including those accounted for in the Aggregate Threshold Amount, as applicable). Notwithstanding the foregoing, Blackbaud shall be entitled to recover for, and the Aggregate Threshold Amount, shall not apply as a threshold to, any and all claims or payments made with respect to (1) fraud or knowing or willful breach or inaccuracy of a representation or warranty or breach of a covenant contained herein or (2) any breach or inaccuracy of an Indefinite Representation or Special Representation.

(c) Materiality; No Right of Contribution. For the purpose of quantifying an Indemnified Party's Losses under this Article VI only, any representation or warranty given or made by the Company and the Stockholders that is qualified in scope as to materiality (including the Company Material Adverse Effect) or as to Knowledge shall be deemed to be made or given without such qualification. There shall be no right of contribution from the Company with respect to any Loss claimed by an Indemnified Party.

(d) Knowledge of Blackbaud. Any due diligence review, audit or other investigation or inquiry undertaken or performed by or on behalf of Blackbaud shall not limit, qualify, modify or amend the representations, warranties or covenants of, or indemnities by the Company or the Stockholders made or undertaken pursuant to this Agreement, irrespective of the knowledge and information received (or which should have been received) therefrom by Blackbaud other than as specifically disclosed on the Disclosure Schedule or the other Schedules to this Agreement.

(e) Treatment of Indemnification Payments. All indemnification payments under this Agreement shall be treated as an adjustment to the Final Purchase Price.

(f) Maximum liability. The maximum aggregate liability of the Stockholders for all claims for breach of the warranties in Article II or otherwise in relation to this Agreement by Blackbaud is the Purchase Price.

(g) Limitation on Indemnity and Claims For Breach of Warranty. Blackbaud agrees with the Stockholders that Blackbaud's right to claim for breach of the Warranties and Blackbaud's rights under any indemnity in this Article VI is limited as follows:

(i) the only representations and warranties on which Blackbaud has relied in entering into this document are the Warranties;

(ii) to the extent permitted by law, all other representations and warranties, other than the Warranties (whether express or implied, oral or in writing), made or given by the Stockholders, the Company or their respective agents are expressly excluded, have no force and effect and have not been relied upon by Blackbaud; or

(iii) despite any other provision in this Agreement, the Stockholders have no liability to Blackbaud: (A) to the extent that a claimed Loss is reflected as a liability on the Interim Financial Statements; and (B) to the extent Blackbaud has received insurance proceeds in respect of a claimed Loss.

### 6.3 Claims for Indemnification.

(a) Procedure for Claims. An Indemnified Party wishing to assert a claim for indemnification under this Article VI (other than a third-party claim covered by Section 6.3(b) below) shall deliver to the Stockholder Representative a certificate (an "Officer's Certificate") signed by any officer of Blackbaud (or another Indemnified Party) (A) stating that Blackbaud (or such other Indemnified Party) has paid, sustained, incurred, or accrued, or reasonably anticipates that it will have to pay, sustain, incur, or accrue Losses (the aggregate amount of such Losses being referred to as the "Claimed Amount"), (B) specifying in reasonable detail the facts pertinent to such claim(s), the individual items of Losses included in the amount so stated and the nature of basis for indemnification to which such item is related, and (C) demanding payment of the Claimed Amount. Within fifteen (15) days after delivery of such Officer's Certificate, the Stockholder Representative shall deliver to the Indemnified Party a written response in which the Stockholder Representative shall: (I) agree that the

Indemnified Party is entitled to receive all of the Claimed Amount (in which case Blackbaud shall reduce the Escrow Amount by an amount equal to the Claimed Amount), (II) agree that the Indemnified Party is entitled to receive part, but not all, of the Claimed Amount (the "Agreed Amount") (in which case Blackbaud shall reduce the Escrow Amount by the Agreed Amount), or (III) contest that the Indemnified Party is entitled to receive any of the Claimed Amount. If the Stockholder Representative in such response contests the payment of all or part of the Claimed Amount, then the Stockholder Representative and the Indemnified Party shall use good faith efforts to resolve such dispute in accordance with Section 6.3(c) below. Failure of the Stockholder Representative to timely respond in writing in accordance with the second sentence of this Section 6.3(a) shall be treated as agreement that the Indemnified Party is entitled to all of the Claimed Amount.

(b) Procedure for Third Party Claims. All claims for indemnification made under this Agreement resulting from, related to or arising out of a third-party claim against an Indemnified Party shall be made in accordance with the following procedures. In the event an Indemnified Party becomes aware of a third party claim which such Indemnified Party reasonably believes may result in a Loss, such Indemnified Party shall promptly notify the Stockholder Representative of such claim by delivery of an Officer's Certificate to the Stockholder Representative. Delay or failure in so notifying the Stockholder Representative shall relieve the Stockholder Representative of its obligations under this Article VI only to the extent, if at all, that the Stockholder is actually prejudiced by reason of such delay or failure. If there is a third party claim that, if adversely determined would give rise to a right of recovery for Losses hereunder, then any amounts incurred or accrued in defense of such third party claim, regardless of the outcome of such claim, shall be deemed Losses hereunder. Within thirty (30) days after delivery of such Officer's Certificate, the Stockholder Representative may, upon written notice thereof to the Indemnified Party, assume control of the defense of such action, suit, proceeding or claim if (1) the Stockholder Representative provides written notice to such Indemnified Party that the Stockholder Representative intends to undertake such defense and that the Stockholders will indemnify the Indemnified Parties against all Losses resulting from or relating to such third-party claim; (2) the Stockholder Representative provides such Indemnified Party with evidence reasonably acceptable to such Indemnified Party that the Stockholders will have the financial resources to defend against the third-party claimant and fulfill their indemnification obligations hereunder; (3) the third-party claim involves only monetary damages that will be fully covered by the Escrow Amount (taking into account all other pending claims against the Escrow Amount) and does not seek an injunction or other equitable relief; (4) settlement of or an adverse judgment with respect to the third-party claim is not, in the good faith judgment of Blackbaud, likely to establish a precedent adverse to the continuing business of Blackbaud, and (5) the defense of the third-party claim is conducted actively and diligently by legal counsel reasonably acceptable to such Indemnified Party. If the Stockholder Representative undertakes such defense, Blackbaud will, and will cause the Company to provide the Stockholder Representative with all relevant records, except as may be prohibited by Law or an obligation of confidentiality or is otherwise privileged. If the Stockholder Representative does not assume control of such defense, the Indemnified Party shall control such defense. The party not controlling such defense may participate therein at its own expense; provided, however, that if the Stockholder Representative assumes control of such defense and the Indemnified Party reasonably concludes, based on advice of counsel, that the Stockholder Representative and the Indemnified Party have conflicting interests with respect to such action, suit, proceeding or claim, the reasonable fees and expenses of counsel to the Indemnified Party solely in connection therewith shall be considered "Losses" for purposes of this Agreement; provided, however, that in no event shall the Stockholder Representative be responsible for the fees and expenses of more than one counsel per jurisdiction for all Indemnified Parties. The party controlling such defense shall keep the other party reasonably advised of the status of such action, suit, proceeding or claim and the defense thereof and shall consider recommendations made by the other party with respect thereto. The Indemnified Party shall not agree to any settlement of such action, suit, proceeding or claim without the prior written

consent of the Stockholder Representative, not to be unreasonably withheld, delayed or conditioned. The Stockholder Representative shall not agree to any settlement of such action, suit, proceeding or claim that does not include a complete release of all potential Indemnified Parties from all Liability with respect thereto or that imposes any Liability on any potential Indemnified Party without the prior written consent of such Indemnified Party.

(c) Resolution of Conflicts. In case the Stockholder Representative shall object in writing to any claim or claims made in any Officer's Certificate, the Stockholder Representative and Indemnified Party shall attempt in good faith to agree upon the rights of the respective parties with respect to each of such claims within forty-five (45) days following the delivery by the Stockholder Representative of its response to such Officer's Certificate. If the Stockholder Representative and Indemnified Party should so agree, a memorandum setting forth such agreement shall be prepared and signed by both parties. Blackbaud shall be entitled to rely on any such memorandum and make deliveries from the Escrow Amount in accordance with the terms thereof.

6.4 Escrow. As of the Closing, Blackbaud shall hold the Escrow Amount for the purpose of securing the indemnification obligations set forth in Article VI of this Agreement and, at Blackbaud's option, the Working Capital Deficiency set forth in Section 1.4(a) of this Agreement. The Escrow Amount shall be held in an account with JPMorgan Chase Bank, N.A. (acting through its Sydney branch) opened jointly in the name of Blackbaud Pacific Pty Ltd ACN 095 925 170 and Nathan Betteridge (as Stockholder Representative), with the interest accruing in favor of the Stockholders but subject to recovery by Blackbaud under this Article VI. Within five (5) Business Days of the expiration of the Survival Date, Blackbaud shall pay to the Stockholders the Escrow Amount (including any accrued interest thereon and without regard to any income Taxes payable by Blackbaud on such interest) not previously released to Blackbaud and retain any Escrow Amount subject to unsatisfied claims specified in any Officer's Certificate delivered to the Stockholder Representative prior to the expiration of the Survival Date. Within five (5) Business Days after all such claims have been resolved, Blackbaud shall deliver to the Stockholders the remaining balance of the Escrow Amount (including any accrued interest thereon and without regard to any income Taxes payable by Blackbaud on such interest). Deliveries of the Escrow Amount to the Stockholders pursuant to this Section 6.4 shall be made in proportion to their respective original contributions to the Escrow Amount.

#### 6.5 Stockholder Representative.

(a) The Stockholders, by the approval and adoption of this Agreement, confirm the authorization of the Stockholder Representative (i) to take all action necessary to negotiate, document and close the transactions contemplated hereby, or the defense and/or settlement of any claims for which the Stockholders may be required to indemnify Blackbaud or any other Indemnified Party pursuant to Article VI hereof, (ii) to give and receive all notices required to be given under this Agreement, and (iii) to take any and all additional action as is contemplated to be taken by or on behalf of the holders of the Company Capital Stock by the terms of this Agreement.

(b) All decisions and actions by the Stockholder Representative, including any agreement between the Stockholder Representative and Blackbaud relating to the defense or settlement of any claims for which the Stockholders may be required to indemnify Blackbaud pursuant to Article VI hereof, shall be binding upon all of the Stockholders, and no Stockholder shall have the right to object, dissent, protest or otherwise contest the same.

(c) The Stockholder Representative shall not have any Liability to any of the parties hereto or to the Stockholders for any act done or omitted hereunder as Stockholder Representative while

acting in good faith and in the exercise of reasonable judgment, and any act done or omitted pursuant to the advice of counsel shall be conclusive evidence of such good faith. The Stockholders shall severally indemnify the Stockholder Representative and hold him harmless against any loss, Liability or expense incurred without gross negligence or bad faith on the part of the Stockholder Representative and arising out of or in connection with the acceptance or administration of his duties hereunder, including any out-of-pocket costs and expenses and legal fees and other legal costs incurred by the Stockholder Representative. If not paid directly to the Stockholder Representative by the Stockholders, such losses, liabilities or expenses may be recovered by the Stockholder Representative from the Escrow Amount held by Blackbaud that is otherwise distributable to Stockholders (and not retained or to be retained by Blackbaud or subject to a pending indemnification claim of Blackbaud) pursuant to the terms hereof.

(d) The Stockholder Representative shall have full power and authority on behalf of each Stockholder to take any and all actions on behalf of, execute any and all instruments on behalf of, and execute or waive any and all rights of, the Stockholders under this Article VI.

(e) By his, her or its approval of the Sale and this Agreement, each Stockholder agrees, in addition to the foregoing, that:

(i) Blackbaud and any other Indemnified Party shall be entitled to rely conclusively on the instructions and decisions of the Stockholder Representative as to (i) the settlement of any claims for indemnification by Blackbaud or such Indemnified Party pursuant to Article VI hereof, or (ii) any other actions required or permitted to be taken by the Stockholder Representative hereunder, and no party hereunder shall have any cause of action against Blackbaud or such Indemnified Party for any action taken by Blackbaud or such Indemnified Party in reliance upon the instructions or decisions of the Stockholder Representative;

(ii) all actions, decisions and instructions of the Stockholder Representative shall be conclusive and binding upon all of the Stockholders and no Stockholder shall have any cause of action against the Stockholder Representative for any action taken, decision made or instruction given by the Stockholder Representative under this Agreement, except for fraud or willful misconduct by the Stockholder Representative in connection with the matters described in this Section 6.5;

(iii) the provisions of this Section 6.5 are independent and severable, are irrevocable and coupled with an interest and shall be enforceable notwithstanding any rights or remedies that any Stockholder may have in connection with the Transactions;

(iv) remedies available at law for any breach of the provisions of this Section 6.5 are inadequate; therefore, Blackbaud shall be entitled to seek temporary and permanent injunctive relief without the necessity of proving damages if Blackbaud brings an action to enforce the provisions of this Section 6.5.

(f) The individual serving as the Stockholder Representative may resign (upon no less than thirty (30) days prior notice to Blackbaud and each holder of record of Company Capital Stock that was outstanding as of the Closing Date). In the event of the death or permanent disability of the then Stockholder Representative, or if the then-acting Stockholder Representative shall give notice of intent to resign, the holders of a majority in interest of Company Capital Stock outstanding as of the Closing Date shall, by written notice to Blackbaud, appoint a successor Stockholder Representative as soon as practicable, and in no event later than thirty (30) days following such death, permanent disability or notice of intent to resign. In addition, the individual serving as the Stockholder Representative may be replaced from time to time by the holders of a majority in interest of the Company Capital Stock

outstanding as of the Closing Date upon not less than ten (10) days prior written notice to Blackbaud and each holder of record of Company Capital Stock that was outstanding as of the Closing Date. Each successor Stockholder Representative shall have all of the power, authority, rights and privileges conferred by this Agreement upon the original Stockholder Representative, and the term "Stockholder Representative" as used herein shall be deemed to include any such successor Stockholder Representatives.

(g) The provisions of this Section 6.5 shall be binding upon the executors, heirs, legal representatives, personal representatives, successor trustees and successors of each Stockholder, and any references in this Agreement to a Stockholder or the Stockholders shall mean and include the successors to the rights of the Stockholders hereunder, whether pursuant to testamentary disposition, the Laws of descent and distribution or otherwise.

## ARTICLE VII

### GENERAL PROVISIONS

7.1 Amendments and Waivers. This Agreement may not be amended except by a writing signed by Blackbaud, the Company and the Stockholder Representative. Only by a writing may the Company and the Stockholder Representative, on the one hand, or Blackbaud, on the other hand, waive compliance by Blackbaud or the Company and the Stockholder Representative, respectively, with any term or provision of this Agreement that such other party was or is obligated to comply with or perform.

7.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly delivered (i) seven (7) Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid, (ii) one (1) Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service, or (iii) on the first Business Day following the date of confirmation of receipt of transmission by facsimile, in each case to the intended recipient as set forth below:

(a) if to Blackbaud, to:

Blackbaud, Inc.  
2000 Daniel Island Drive  
Charleston, South Carolina 29492  
Attention: Jon W. Olson, Vice-President and General Counsel  
Facsimile No.: (843) 216-3676

with a copy (which shall not constitute notice) to:

Nelson Mullins Riley & Scarborough LLP  
201 17<sup>th</sup> Street NW, Suite 1700  
Atlanta, Georgia 30319  
Attention: Brian Galison  
Facsimile No.: (404) 322-6050

(b) if to the Company, to:

Everyday Hero Pty Ltd  
293 St. Paul's Terrace

Fortitude Valley  
Queensland 4006  
Australia  
Attention: Nathan Betteridge, Chief Executive Officer  
Facsimile No.: + 61 2 8986 606

with a copy (which shall not constitute notice) to the following email addresses:  
JonM@hemhart.com.au  
AnthonyF@hemhart.com.au

(c) if to a Stockholder, to the address on file for such Stockholder with the Company.

7.3 Interpretation. The words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation.” The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References herein to “Dollars” or “\$” shall mean Australian dollars.

7.4 Counterparts; Facsimiles. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile or by electronic data file shall have the same effect as originals.

7.5 Entire Agreement; Assignment. This Agreement, the Disclosure Schedule, and the documents and instruments and other agreements among the parties hereto referenced herein: (i) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings both written and oral, among the parties with respect to the subject matter hereof; (ii) are not intended to confer upon any other Person any rights or remedies hereunder; and (iii) shall not be assigned by operation of law or otherwise, except that Blackbaud may assign its rights and delegate its obligations hereunder to its Affiliates.

7.6 Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

7.7 Other Remedies. Any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy.

7.8 Governing Law. This agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and waives any objection to the venue of any legal process on the basis that the process has been brought in any inconvenient forum.

7.9 Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefor, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

7.10 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity.

7.11 Attorneys' Fees. If any action or other proceeding relating to the enforcement of any provision of this Agreement is brought by any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and disbursements (in addition to any other relief to which the prevailing party may be entitled).

7.12 Risk of Loss. Company assumes all risk of condemnation, destruction or loss or other casualty to the assets or properties of the Company or any other asset or property used or held for use in the conduct of the Company's business from the date hereof until the Closing.

7.13 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

## ARTICLE VIII

### DEFINITIONS

For all purposes of this Agreement, the following terms shall have the following respective meanings:

"1936 Act" shall have the meaning set forth in Section 2.10 hereof.

"1997 Act" shall have the meaning set forth in Section 2.10 hereof.

"ABN" means Australian Business Number.

"Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly through one or more intermediaries controlling, controlled by or under common control with such other Person.

"Aggregate Threshold Amount" shall have the meaning set forth in Section 6.2(b) hereof.

"Agreed Amount" shall have the meaning set forth in Section 6.4(a) hereof.

"Agreement" shall have the meaning set forth in the preamble hereof.

"Annual Financial Statements" shall have the meaning set forth in Section 2.7(a) hereof.



“Antitrust Law” means the national and directly effective legislation of any jurisdiction which governs the conduct of companies or individuals in relation to restrictive or other anti-competitive agreements or practices (including cartels, pricing, resale pricing, market sharing, bid rigging, terms of trading, purchase or supply and joint ventures), dominant or monopoly market positions (whether held individually or collectively) and the control of acquisitions or mergers.

“ASIC” means the Australian Securities and Investments Commission.

“Audit Costs” shall have the meaning set forth in Section 1.4(d) hereof.

“Blackbaud” shall have the meaning set forth in the preamble hereof.

“Blackbaud Material Adverse Effect” shall mean any change, event or effect that is materially adverse to Blackbaud’s ability to consummate the Transactions.

“Board of Directors” shall have the meaning set forth in Section 2.20 hereof.

“Business Day” shall mean any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions located in Charleston, South Carolina are permitted or required by Law, executive order or governmental decree to remain closed.

“Claimed Amount” shall have the meaning set forth in Section 6.4(a) hereof.

“Cleared Funds” means monies transferred by means of electronic transfer or a bank cheque.

“Closing” shall have the meaning set forth in Section 1.2 hereof.

“Closing Balance Sheet” shall have the meaning set forth in Section 1.4(a) hereof.

“Closing Date” shall have the meaning set forth in Section 1.2 hereof.

“Closing Debt” shall mean the sum, without duplication, of (a) all amounts payable in connection with the Transactions with respect to change in control provisions contained in any agreements binding upon the Company, any Subsidiary or Blackbaud, including all bonuses and severance payments; and (b) any Third-Party Expenses incurred by the Company or any Subsidiary and, to the extent not explicitly retained as the sole responsibility of the Stockholders, the Stockholders.

“Company” shall have the meaning set forth in the preamble hereof.

“Company Authorizations” shall have the meaning set forth in Section 2.17 hereof.

“Company Capital Stock” shall mean all capital stock of the Company, whether or not issued or outstanding.

“Company Constitution” shall have the meaning set forth in Section 2.1 hereof.

“Company Employee Plan” shall mean any plan, program, policy, practice, or Contract providing for compensation, severance, termination pay, deferred compensation, performance awards, stock or stock-related awards, statutory, fringe, retirement, death, disability or medical benefits or other employee benefits or remuneration of any kind, whether written, unwritten or otherwise, funded or unfunded that is or has been maintained, contributed to, or required to be contributed to, by the Company for the benefit of any Company Personnel, or with respect to which the Company has or may have any Liability.

“Company Intellectual Property” shall mean any and all Licensed Company Intellectual Property and Owned Company Intellectual Property.

“Company Intellectual Property Agreements” shall have the meaning set forth in Section 2.13(e) hereof.

“Company Material Adverse Effect” shall mean any change, event or effect that is materially adverse to (i) the business, assets (whether tangible or intangible), condition (financial or otherwise), prospects, results of operations or capitalization of the Company and its Subsidiaries, taken as a whole, or (ii) the Company’s ability to consummate the Transactions.

“Company Personnel” shall mean any current or former employee, consultant or director of the Company or any of its Affiliates or Subsidiaries.

“Company Privacy Obligations” shall have the meaning set forth in Section 2.31 hereof.

“Company Privacy Policies” shall have the meaning set forth in Section 2.31 hereof.

“Company Products” shall have the meaning set forth in Section 2.13(a) hereof.

“Company Source Code” shall mean source code for which the Intellectual Property and Intellectual Property Rights therein are part of the Owned Company Intellectual Property.

“Confidential Information” means any information of or concerning Blackbaud, the Company, any Subsidiary, this Agreement and the Transactions that is not already generally available to the public; provided, that Confidential Information shall not include: (a) information that at the time of disclosure is generally available to the public or is otherwise available to the receiving party other than on a confidential basis; (b) information that, after disclosure, becomes generally available to the public by publication or otherwise through no fault of the receiving party; or (c) information disclosed to the receiving party by a third party not under an obligation of confidentiality to the disclosing party.

“Conflict” shall have the meaning set forth in Section 2.5 hereof.

“Contract” shall have the meaning set forth in Section 2.5 hereof.

“Customer” shall have the meaning set forth in Section 4.15(a) hereof.

“Customer Information” shall have the meaning set forth in Section 2.12(g) hereof.

“Disclosure Schedule” shall have the meaning set forth in preamble to Article II hereof.

“Domain Name” shall mean any or all of the following and all worldwide rights in, arising out of, or associated therewith: domain names, uniform resource locators, and other names and locators associated with the Internet.

“Employee Agreement” shall mean each management, employment, severance, consulting, relocation, repatriation, expatriation, visas, work permit or other Contract between the Company or any of its Affiliates and any Company Personnel.

“Environmental Laws” shall mean all Laws issued, promulgated, approved or entered relating to environmental matters, the protection of the environment, the protection of human health and safety, or exposure to Hazardous Materials, including workplace health and safety Laws, packaging and labeling Laws and Laws relating to the Release or threatened Release of Hazardous Materials to the environment (including ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the presence, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

“Equipment” shall have the meaning set forth in Section 2.12(f) hereof.

“Escrow Amount” shall mean Fifteen Percent (15%) of the Initial Purchase Price.

“Examination Period” shall have the meaning set forth in Section 1.4(c) hereof.

“Final Balance Sheet” shall have the meaning set forth in Section 1.4(a) hereof.

“Final Purchase Price” shall have the meaning set forth in Section 1.3(a) hereof.

“Financial Statements” shall have the meaning set forth in Section 2.7(a) hereof.

“Founder Employees” shall have the meaning set forth in Section 5.2(l) hereof.

“Governmental Entity” shall have the meaning set forth in Section 2.6 hereof.

“GST” shall mean goods and services tax as defined in the Australian act titled “A New Tax System (Goods and Services Tax) Act 1999”.

“Hazardous Materials” shall mean all hazardous substances, wastes, extremely hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, special wastes, toxic substances, pollutants, contaminants, petroleum or petroleum derived substances or wastes, and related materials, including any such materials defined, listed, regulated or identified under or described in any Environmental Laws (including, by way of example and without limitation, spent solvents, PCBs, urea-formaldehyde, radon, lead or lead based paints or materials, asbestos and asbestos containing materials).

“Immigration Laws” shall have the meaning set forth in Section 2.32 hereof.

“Indebtedness” shall mean, with respect to any Person (a) all obligations of such Person for borrowed money, whether current or funded, secured or unsecured, (b) all obligations of such Person for the deferred purchase price of any property or services (other than trade accounts payable arising in the ordinary course of the business of such Person), (c) all obligations of such Person secured by a purchase money mortgage or other Lien to secure all or part of the purchase price of property subject to such mortgage or Lien, (d) all obligations under leases which shall have been or should be, in accordance with generally accepted accounting principles as applicable to such Person, recorded as capital leases in respect of which such Person is liable as lessee, (e) any obligation of such Person in respect of bankers’ acceptances, (f) any obligations secured by Liens on property acquired by such Person, whether or not such obligations were assumed by such Person at the time of acquisition of such property, (g) all obligations of a type referred to in clauses (a), (b), (c), (d), (e), or (f) above which is directly or indirectly guaranteed by such Person or which it has agreed (contingently or otherwise) to purchase or otherwise acquire or in respect of which it has otherwise assured a credit against loss, (h) any refinancings of any of

the foregoing obligations, (i) any penalties or fees accrued under any of the foregoing, including those resulting from the prepayment or repayment of any of the foregoing obligations and (j) all accrued interest payable on any of the foregoing obligations.

“Indefinite Representations” shall have the meaning set forth in Section 6.1(a) hereof.

“Indemnified Party” shall have the meaning set forth in Section 6.2(a) hereof.

“Initial Purchase Price” means an amount equal to \$7,600,000.00.

“Intellectual Property” shall mean any or all of the following: (i) proprietary inventions (whether patentable or not), invention disclosures, industrial designs, improvements, trade secrets, proprietary information, know how, technology, technical data and customer lists, and all documentation relating to any of the foregoing; (ii) business, technical and know-how information, non-public information, and Confidential Information including databases and data collections and all rights therein; (iii) works of authorship (including computer programs, source code, object code, whether embodied in software, firmware or otherwise), architecture, artwork, logo images, documentation, files, records, schematics, passcode sets for each of back-end provider and each customer of the Company or any Subsidiary, all delivery platforms, gateways, “on ramp” connections and access points, verilog files, netlists, emulation and simulation reports, test vectors and hardware development tools; (iv) processes, devices, prototypes, schematics, bread boards, net lists, mask works, test methodologies and hardware development tools; (v) logos, trade names, trade dress, trademarks, service marks, Domain Names, tools, methods and processes; and (vi) any similar or equivalent property of any of the foregoing (as applicable).

“Intellectual Property Rights” shall mean any or all of the following and all worldwide common law and statutory rights in, arising out of, or associated therewith: (i) patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof throughout the world (“Patents”); (ii) copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world including moral and economic rights of authors and inventors, however denominated (“Copyrights”); (iii) industrial designs and any registrations and applications therefor throughout the world; (iv) trade names, logos, common law trademarks and service marks, rights in get-up, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world (“Trademarks”); (v) trade secrets (including, those trade secrets defined under corresponding foreign statutory and common law), business, technical and know-how information, non-public information, and Confidential Information and rights to limit the use or disclosure thereof by any Person; including databases and data collections and all rights therein (“Trade Secrets”); (vi) mask works, mask work registrations and applications, and all other rights corresponding thereto throughout the world (“Mask Works”); and (vii) any similar or equivalent rights to any of the foregoing (as applicable).

“Interested Person” shall have the meaning set forth in Section 2.16(a) hereof.

“Interim Financial Statements” shall have the meaning set forth in Section 2.7(a) hereof.

“Knowledge” shall mean, (i) with respect to the Company and any Subsidiary, the actual knowledge of the Company’s or any Subsidiary’s officers, directors and employees after due and diligent inquiry and (ii) with respect to the Stockholders, the actual knowledge of the Stockholders after due and diligent inquiry.

“Law” shall mean any law, statute, ordinance, rule, regulation, code, Order or other provision having the force or effect of law enacted, issued, promulgated, enforced or ordered by a Governmental Entity.

“Lease Agreements” shall have the meaning set forth in Section 2.12(c) hereof.

“Leased Real Property” shall have the meaning set forth in Section 2.12(b) hereof.

“Letter of Intent” means the letter of intent, dated June 30, 2011, between Blackbaud and the Stockholders concerning the purchase of the Shares by Blackbaud.

“Liability” shall mean, with respect to any Person, any liability, expense or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, matured or unmatured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

“Liens” means liens, pledges, charges, claims, restrictions on transfer, mortgages, security interests, interests in personal property provided for by a transaction that, in substance, secures payment or performance of an obligation, or any other encumbrances of any sort.

“Licensed Company Intellectual Property” shall mean all Intellectual Property and Intellectual Property Rights licensed to the Company or any Subsidiary by third parties.

“Loss” shall have the meaning set forth in Section 6.2 hereof.

“Negotiated Balance Sheet” shall have the meaning set forth in Section 1.4(d) hereof.

“Negotiation Period” shall have the meaning set forth in Section 1.4(c) hereof.

“Non-Competition and Non-Solicitation Agreements” shall have the meaning set forth in Recital F hereto.

“Officer’s Certificate” shall have the meaning set forth in Section 6.4(a) hereof.

“Official” shall have the meaning set forth in Section 2.27 hereof.

“Open Source Software” shall mean each of (i) “open source” code, as defined by the Open Source Initiative, (ii) “Free” code, as defined by the Free Software Foundation, and (iii) software for which the human readable version (or source code) is available to the general public for use, modification and/or distribution free of charge or for a de minimis charge.

“Order” shall have the meaning set forth in Section 5.1(a) hereof.

“Owned Company Intellectual Property” shall mean all Intellectual Property and Intellectual Property Rights that are owned by the Company or any Subsidiary.

“Owned Real Property” shall mean all land, together with all buildings, structures, improvements, and fixtures located thereon, including all electrical, mechanical, plumbing and other building systems, fire protection, security and surveillance systems, telecommunications, computer, wiring, and cable installations, utility installations, water distribution systems, and landscaping, together with all easements and other rights and interests appurtenant thereto (including air, oil, gas, mineral, and water rights).

“Payment Dispute Notice” shall have the meaning set forth in Section 1.4(c) hereof.

“Payoff Letters” shall mean the letters relating to Third-Party Expenses that indicate in each case the amount of such Third-Party Expenses and containing a statement to the effect that, when such amount has been paid, all such Third-Party Expenses incurred with respect to products or services provided for the period prior to the Closing Date shall be satisfied in full.

“Permits” shall mean any permits, consents, licenses, certificates, registrations, certificate of occupancy or use, variances, orders, governmental authorizations or approvals, or any other permits.

“Person” shall mean any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Entity or other entity.

“Pre-Closing Tax Periods” shall have the meaning set forth in Section 4.11(a) hereof.

“Purchase Price Adjustments” shall have the meaning set forth in Section 1.3(a) hereof.

“Related Agreements” shall have the meaning set forth in Section 2.4 hereof.

“Release” shall mean any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the environment or out of any property, including the movement of any materials through or in the air, soil, surface water, ground water or property.

“Restraint Period” means the three (3) year period immediately following the Closing Date; provided, that if that is not enforceable, it shall mean the two (2) year period immediately following the Closing Date; provided, that if that is not enforceable, it shall mean the one (1) year period immediately following the Closing Date.

“Restricted Area” means the United States, Canada, Europe, the United Kingdom, the Commonwealth of Australia and New Zealand; provided, that if that is not enforceable, it shall mean: (i) the following States of Australia: New South Wales, Victoria, Queensland, Western Australia, South Australia and Tasmania; (ii) the following Counties in the United Kingdom: Greater London, Greater Manchester, West Midlands and West Yorkshire; and (iii) the following States and Dependencies of New Zealand: New Zealand, the Ross Dependency, Tokelau, the Cook Islands and Niue; provided further, that if that is not enforceable, it shall mean the following cities in Australia: Sydney, Melbourne, Brisbane, Adelaide, Canberra and Perth.

“Restricted Business” means the design, development, marketing, licensing, leasing, rental or sale of software, software applications, internet applications, donor research and management, prospective donor analysis, or e-commerce solutions in each case designed specifically to enable fundraising campaigns, provide fundraising data collection, analysis and processing for nonprofit organizations, or consulting and/or other services with respect thereto.

“Sale” shall have the meaning set forth in Recital C hereto.

“Selected Firm” shall have the meaning set forth in Section 1.4(d) hereof.

“Shares” shall have the meaning set forth in Recital A hereto.

“Spreadsheet” shall have the meaning set forth in Section 4.9 hereof.

“Special Representation” shall have the meaning set forth in Section 6.1(a) hereof.

“Straddle Tax Period” shall have the meaning set forth in Section 4.11(b) hereof.

“Stockholder Charter Documents” shall mean the constitution, certificate of incorporation, articles of incorporation or articles of organization and bylaws (or similar governing documents), if applicable, of a Stockholder.

“Stockholder Representative” shall have the meaning set forth in the preamble hereof.

“Stockholders” shall have the meaning set forth in the preamble hereof.

“Subsidiary” shall mean, with respect to any party, any corporation or other organization, whether incorporated or unincorporated, of which (i) such party or any other subsidiary of such party is a general partner (excluding such partnerships where such party or any subsidiary of such party does not have a majority of the voting interest in such partnership) or (ii) at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the Board of Directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such party or by any one or more of its subsidiaries.

“Subsidiary Charter Documents” shall mean the constitution, certificate of incorporation, articles of incorporation or articles of organization and bylaws (or similar governing documents), if applicable, of a Subsidiary.

“Sunset Date” shall have the meaning set forth in Section 5.5 hereof.

“Superannuation Guarantee Charge” has the meaning given in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

“Supplier” shall have the meaning set forth in Section 4.15(a) hereof.

“Survival Date” shall have the meaning set forth in Section 6.1(a) hereof.

“Tax” or collectively, “Taxes” shall mean (i) any and all federal, state, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, GST, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes as well as public imposts, fees and social security charges (including health, unemployment and pension insurance), together with all interest, penalties and additions imposed with respect to such amounts, (ii) any Liability for the payment of any amounts of the type described in clause (i) of this paragraph as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, and (iii) any Liability for the payment of any amounts of the type described in clauses (i) or (ii) of this paragraph as a result of any express or implied obligation to indemnify any other Person or as a result of any obligation under any agreement or arrangement with any other Person with respect to such amounts and including any Liability for taxes of a transferor or predecessor entity.

“Tax Return” shall have the meaning set forth in Section 2.10(a) hereof.

“Third-Party Expenses” shall mean all fees and expenses incurred by the Company or its Subsidiary in connection with the Sale, including all legal, accounting, investment banking, financial advisory, consulting and all other fees and expenses of third parties.

“Total Current Assets” shall mean the sum of (a) cash and cash equivalents, including cash to be remitted to charities; (b) accounts receivable; (c) GST receivable; (d) marketable securities; (e) prepaid expenses; and (f) other assets that could readily be converted into cash in less than one year.

“Total Current Liabilities” shall mean all liabilities or obligations that are due within one year, excluding Third-Party Expenses, but including: (a) any minimum payment obligations under any Contract related to any period ending up to and including the Closing Date; (b) all unpaid Taxes of the Company and each Subsidiary for all Pre-Closing Tax Periods; (c) short term indebtedness (except to the extent deducted from Initial Purchase Price pursuant to Section 1.3(a)); (d) liabilities and obligations for cash to be remitted to charities; (e) GST payable; (f) income Tax payable; (g) accounts payable; and (h) accrued expenses and other liabilities.

“Transactions” shall have the meaning set forth in Section 2.4 hereof.

“Trust” means the trust established by the Trust Deed.

“Trust Deed” means the trust deed entered into by a Trustee Stockholder which trust deed sets out the terms on which the Trustee Stockholder acts a trustee of the trust for whose benefit the Trustee Stockholder holds the Shares set out against its name in Schedule I.

“Trustee Stockholder” means each of:

- (a) Oxburgh Pty Limited ACN 123 510 805;
- (b) Nathan Betteridge;
- (c) Simon James Lockyer; and
- (d) Michael John Kearney.

“UK Subsidiary” shall have the meaning set forth in Section 2.10 hereof.

“VAT” shall mean Value Added Tax.

“Working Capital” shall mean Total Current Assets of the Company and its Subsidiaries as of the Closing Date minus Total Current Liabilities of the Company and its Subsidiaries as of the Closing Date.

“Working Capital Deficiency” shall have the meaning set forth in Section 1.4(b) hereof.

“Working Capital Surplus” shall have the meaning set forth in Section 1.4(b) hereof.

“Working Capital Target” shall mean \$735,000.00, with a minimum cash balance of \$100,000.00.

*[Remainder of page intentionally left blank.]*



IN WITNESS WHEREOF, Blackbaud, the Company, the Stockholder Representative and the Stockholders have caused this Agreement to be signed, all as of the date first written above.

**BUYER:**

**BLACKBAUD PACIFIC PTY LTD**  
ACN 095 925 170

By: /s/ Marc E. Chardon  
Name: Marc E. Chardon  
Title: Director and its duly authorized representative

**SELLER:**

**EVERYDAY HERO PTY LTD**  
ACN 117 080 430

By: /s/ Nathan Betteridge  
Name: Nathan Betteridge  
Title: Chief Executive Officer

**STOCKHOLDER  
REPRESENTATIVE:**

/s/ Nathan Betteridge  
Name: Nathan Betteridge

**STOCKHOLDERS:**

/s/ Paul Wenck  
**Oxburgh Pty Ltd ACN 123 510 805** as trustee of the Oxburgh Trust

/s/ Nathan Betteridge  
Name: **Nathan Betteridge** as trustee of the EDH Trust

/s/ Simon Lockyer  
Name: **Simon James Lockyer** as trustee of the Talbragar Investment Trust

/s/ Michael Kearney  
Name: **Michael John Kearney** as trustee of the Kearney Family Trust

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/s/ Remco Bruijn

Name: **Remco Bruijn**

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/s/ Terry Hayward

Name: **Terry Hayward**

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*[Remainder of page intentionally left blank.]*

## BLACKBAUD EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of the fourteenth day of November, 2011, by and between Blackbaud, Inc., a corporation organized under the laws of Delaware (the "Company"), and Anthony W. Boor, an individual resident of the State of Indiana (the "Employee").

## RECITALS

The Company is engaged in a highly competitive business involving the developing and marketing of products and services for nonprofit organizations. The Company's business includes developing, marketing, training and supporting customers and clients on the use of the Company's products and services, which are designed to help nonprofits use technology, and related information and services to better manage their financial, fundraising, administrative and other operations.

Employee will become familiar with the Company's customers, prospective customers and other valuable confidential and proprietary information, procedures and processes, all of which are the property of the Company.

Employee and the Company agree that the covenants contained herein are reasonable and that adequate consideration has been given by the Company in terms of the salary and benefits that Employee will receive as a result of entering into this Employment Agreement with the Company, executed contemporaneously herewith. It is also understood that the compensation given to Employee would not be given to Employee, but for these covenants.

THEREFORE, in consideration of Company's employment of Employee as of the fourteenth day of November, 2011, and the terms and provisions of this Agreement, the parties hereto agree as follows:

1. Employment and Duties. Effective as of the date hereof, the Company shall employ the Employee in accordance with the terms of this Agreement as Senior Vice President and Chief Financial Officer of the Company or in such other responsibilities or additional Employee capacities as the Company may from time to time reasonably determine. **Employee acknowledges that he/she is an employee at-will, and that this Agreement does not alter such status.**

2. Exclusive Employment. The Employee will serve the Company faithfully and to the best of his/her ability, and will devote his/her full time and best efforts, energy and skill to the business of the Company. During the term of the Employee's employment hereunder, the Employee shall not actively engage in any business for his/her own account and/or will not accept any employment whatever from any other person, business, enterprise or entity without the prior written approval of the Company; provided, however, nothing in this Agreement shall restrict the Employee from making passive investments using his/her personal assets so long as such investments do not interfere with the performance of the Employee's duties under this Agreement.

3. Death and Disability. The Employee's employment hereunder shall terminate automatically upon his/her death or permanent disability.

**NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. § 15-48-10 ET SEQ., TO THE EXTENT PROVIDED IN SECTION 13 BELOW, EXCEPT TO THE EXTENT THAT THE FEDERAL ARBITRATION ACT APPLIES.**

4. Compensation and Benefits.

(a) Base Salary. During the term of the Employee's employment hereunder, the Company shall pay to the Employee an annual base salary of three hundred fifty thousand (\$350,000) dollars, less applicable taxes and withholdings, payable in equal monthly or more frequent installments as may be customary under the Company's payroll practices from time to time. The Company may review and adjust the Employee's base salary from year to year.

(b) Other Benefits. During the term of the Employee's employment hereunder, the Employee shall be eligible to participate in the Company's bonus plan and all employee benefit plans, as may be available, or not, from time to time, subject to the terms and conditions of the individual plans.

5. Return of Property and Confidential Information. Upon the termination of the Employee's employment under this Agreement, regardless of the date, cause or manner of such termination, the Employee (or, in the event of the death of the Employee, his/her personal representative, heirs, successors or assigns) shall turn over and return to the Company all property whatsoever of the Company in or under his/her (or their) possession or control, including without limitation all "confidential information" as that term is defined in Paragraph 6 below, all price lists, customer lists, product design information, programs, software, and all other information relating to the Company's business, and all copies thereof.

6. Covenant Not to Divulge Confidential Information. The Company's ability to compete depends upon the relationships it builds with customers, sources of referral, and the body of other confidential and proprietary information it maintains. Employee acknowledges that during and as a result of his/her employment hereunder, Employee will obtain, contribute to, and use valuable confidential information of a special and unique nature relating to the Company's business matters. As used in this Agreement, the term "Confidential Information" means any knowledge, information or property relating to, or used or possessed by, the Company, and includes, without limitation, the following: trade secrets; patents, copyrights, software (including, without limitation, all programs, specifications, applications, routines, subroutines, techniques, algorithms, and ideas for formulae); products and/or services, concepts, inventions, know-how, data, drawings, designs and documents; names and/or lists of clients, customers, client and/or customer usage, prospective clients and/or customers, employees, agents, contractors, and suppliers; marketing information, business plans, business methodologies and processes, strategies; financial information and other business records; and all copies of any of the foregoing, including notes, extracts, memoranda prepared or suffered or directed to be prepared by Employee based on any Confidential Information. Employee agrees that all information possessed by him, or disclosed to him, or to which Employee obtains access during the course of Employee's employment with the Company shall be presumed to be Confidential Information under the terms of this Agreement, and the burden of proving otherwise shall rest with Employee. As a material inducement to Blackbaud to pay compensation to Employee, Employee agrees that during and after Employee's employment, the Employee shall not, without the Company's consent:

(a) Use any Confidential Information except in the performance of services on behalf of the Company hereunder,

(b) Reveal or disclose any such Confidential Information to any person, business, enterprise or entity outside the Company,

(c) Make any copies, duplicates or reproductions of any Confidential Information,

(d) Authorize or permit any other person or entity to use, copy, disclose, publish or distribute any Confidential Information, or

(e) Remove or aid in the removal from the Company's premises any Confidential Information or any material relating thereto except in the performance of services hereunder.

Confidential Information shall constitute "trade secrets" under the South Carolina Trade Secrets Act, S.C. Code Ann. § 39-8-10 et seq., and the Company is entitled to avail itself of any and all remedies provided for under the Act.

7. Assignment of Intellectual Property.

(a) During the period of Employee's employment with the Company, all Confidential Information including, but not limited to, all processes, products and/or services, methods, improvements, discoveries, inventions, ideas, creations, designs, enhancement or improvement, trade secrets, know-how, machines, programs, routines, subroutines, techniques, ideas for formulae, writings, books and other works of authorship, copyrights, business concepts, plans, methodologies, processes, projections and other similar items, as well as all business opportunities, conceived, authored, designed, devised, developed, perfected, reduced to practice or made by the Employee, whether alone or in conjunction with others, and related in any manner to the actual or anticipated business of the Company or to actual or anticipated areas of research and development, whether or not patentable, (collectively, the "Intellectual Property"), shall be promptly disclosed to and become the property of the Company, and Employee hereby does and agrees to assign, transfer and convey all worldwide right, title and interest in and to the Intellectual Property to the Company. Employee further agrees to make and provide to the Company any documents, instruments or other materials necessary or advisable to vest, secure, evidence, register, record, renew, maintain or extend the Company's ownership of the Intellectual Property, and patents, copyrights, trademarks and similar foreign and domestic property rights with respect to the Intellectual Property. The term "Intellectual Property" shall be given the broadest interpretation possible and shall include any Intellectual Property conceived, authored, designed, devised, developed, perfected, reduced to practiced or made by the Employee during off-duty hours and away from the Company's premises, as well as to those conceived, authored, designed, devised, developed, perfected, reduced to practice or made in the regular course of Employee's performance.

(b) Any Intellectual Property authored, designed, devised, developed, perfected, reduced to practice or made by the Employee within six (6) months after termination of Employee's employment with the Company shall be conclusively presumed to have been conceived during such employment, and the burden of proving otherwise shall rest with Employee.

8. Non-Solicitation Covenant. Employee acknowledges that the services he/she is to render are of a special and unusual nature with a unique value to the Company, the loss of which cannot adequately be compensated by damages. As a material inducement to the Company to employ and pay compensation to Employee, Employee agrees that in the event the Employee's employment hereunder is terminated, regardless of the date, cause or manner of such termination, for a period of two (2) years after the termination he/she will not, directly or indirectly, either on behalf of himself/herself or any other person, business, enterprise or entity: (1) solicit, divert or take away any of the Company's Customers (as hereinafter defined), or (2) solicit the employment of any individual who was employed by the Company or engaged as a consultant to the Company or any of its affiliates at any time during the six (6) month period preceding the date of Employee's termination. For the purposes of this Agreement, the term "Company's Customers" shall mean any customer, client, account, franchisee, or licensee of the Company and shall include, without limitation, every such person or entity to which the Company has provided products or services, and every prospective customer, client, account, franchisee, or licensee with whom Employee has made contact on behalf of the Company during the two year period immediately preceding the date of Employee's termination from the Company.

9. Non-Competition Covenant.

(a) Employee acknowledges that the services he is to render are of a special and unusual nature with a unique value to the Company, the loss of which cannot adequately be compensated by damages. As a material inducement to the Company to pay compensation to Employee, the Employee hereby promises and agrees that for a period of two (2) years after the date his employment hereunder is terminated, he will not, either directly or indirectly, for himself or on behalf of any other person, business, enterprise or entity, compete with the Company by providing Covered Services to any other person, business, enterprise or entity that competes with Blackbaud. For purposes of this Agreement, "Covered Services" means any products and/or services that are both (1) related to the design, development, marketing, licensing, leasing, rental or sale of software, software applications, internet applications, donor research and management, prospective donor analysis or e-commerce solutions, or consulting or other services with respect thereto, and (2) used by non-profit organizations in connection with fund raising, e-commerce, accounting, school administration or ticketing.

(b) In addition to, but not in limitation of the restrictions of Section 8(a) above, the Employee further promises and agrees that he/she will not advertise or market services as a "Blackbaud, Inc.," "former Blackbaud, Inc.," "Raiser's Edge," or any variant of "Raiser's Edge" consultant (i.e., "Raiser's Edge expert," "trained or certified in Raiser's Edge," or any similar designation in connection with the foregoing or any other Covered Service).

10. Remedies.

(a) Accounting for Profits. If Employee shall violate any of the provisions of Sections 5, 6, 7, 8, or 9, the Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration, or other benefits that Employee directly or indirectly has realized and/or may realize as a result of, growing out of, or in connection with, any such violation. These remedies shall be in addition to, and not in limitation of, any injunctive relief or other rights, remedies, or damages, to which the Company is or may be entitled as a result of this Agreement.

(b) Injunctive Relief. In the event of a breach or threatened breach by Employee of any of the provisions of Sections 5, 6, 7, 8, or 9, the Company, in addition to, and not in limitation of, any other rights, remedies, or damages available to the Company at law or in equity, shall be entitled to obtain (without the necessity of posting a bond) a temporary restraining order, preliminary injunction, and permanent injunction in order to prevent or restrain any such breach by Employee or by Employee's partners, agents, representatives, servants, employers, employees, companies, consulting clients, and/or any and all persons directly or indirectly acting for or with Employee. Employee acknowledges and agrees that in the event of any breach by Employee of the covenants set forth in this Agreement, the Company shall suffer immediate and irreparable harm for which the remedy of monetary damages, alone will be inadequate. For purposes of injunctive or similar equitable relief, the time periods of restriction set forth in Sections 8 and 9 above shall be extended by a period of time equal to the period of time during which Employee shall have been violating this Agreement.

(c) Attorneys' Fees and Costs. In the event the Company invokes legal or equitable proceedings against Employee under the terms of this Agreement and the Company prevails, the Employee shall be required to pay to the Company, and the Company shall be entitled to, its reasonable attorneys' fees and costs as determined by the Court.

(d) Alternatives. The Company shall have the option, in its sole discretion, to enforce the various restrictions of Sections 5, 6, 7, 8, and 9 cumulatively or in the alternative.

11. Effect of Termination. The provisions of Sections 5 through 9 hereof shall survive the termination of the Employee's employment hereunder, regardless of the date, cause or manner of such termination, and such termination shall not impair or otherwise affect the Employee's obligations to strictly observe the provisions of such Sections. The Employee agrees that the Company shall be entitled to an injunction restraining any violations by the Employee of the applicable provisions of Sections 5 through 9. The Employee agrees that such right to an injunction is cumulative and in addition to whatever other remedies the Company may have against the Employee.

12. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when placed in the United States mail by certified mail, return receipt requested, postage prepaid, addressed to the parties hereto as follows (provided that notice of change of address shall be deemed given only when received):

As to the Company:           Blackbaud, Inc.  
2000 Daniel Island Drive  
Charleston, South Carolina 29492  
Attn: John Mistretta

As to the Employee           Anthony W. Boor  
5750 Stonechat Lane  
Indianapolis, IN 46237

The address of both the Company (and the person to whose attention a notice or other communication shall be directed) and the Employee may be changed from time to time by either party serving notice upon the other.

13. Dispute Resolution. The parties hereto agree that all disputes, controversies and claims arising between them concerning the subject matter of this Agreement, other than controversies involving any matter addressed in Sections 5, 6, 7, 8, or 9, shall be settled by arbitration in South Carolina in accordance with the laws of South Carolina. If the parties to any such dispute, controversy or claim are unable to agree upon an arbitrator or arbitrators, then the matter shall be resolved by an arbitrator or arbitrators appointed by the American Arbitration Association, as it may determine, in accordance with the rules and practices, then obtaining, of such association. Any arbitration pursuant to this Section 12 shall be final and binding on the parties, and judgment upon the award rendered in any such arbitration may, be entered in any court, state or federal, having jurisdiction. The parties expressly acknowledge that they are waiving their rights to seek remedies in court, including, without limitation, the right (if any) to a jury trial, except to the extent of the obligations in Sections 5, 6, 7, 8, or 9 as to which the parties are reserving their court remedies except the right (if any) to a jury trial, which is waived.

14. Miscellaneous.

(a) Assignment. The Employee may not assign this Agreement or any of his rights, benefits, obligations or duties hereunder to any other person, firm, corporation or other entity, said rights, duties and obligations of the Employee being personal and nonassignable. This Agreement may be assigned by the Company without the Employees consent

(b) Non-Waiver. No waiver by either party of any breach by the other party of any provision hereof shall be deemed to be a waiver of an later or other breach thereof or as a waiver of any such or other provision of this Agreement.

(c) Law Applicable. This Agreement is governed by the laws of the State of South Carolina, without reference to principles of conflict of laws.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns. This Agreement shall be binding upon and inure to the benefit of the Employee, his heirs, executors and administrators.

(e) Entire Agreement. This Agreement, and any signed offer letter, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and cancel all prior or contemporaneous oral or written agreements and understandings between



them with respect to the subject matter hereof, except for the signed and accepted offer letter between Company and Employee, if any. In the event any portion of this Agreement is inconsistent with the aforementioned offer letter, this Agreement shall apply. This Agreement may not be changed or modified orally but only by an instrument in writing signed by the parties hereto, which instrument states that it is an amendment to this Agreement.

(f) Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provision(s) had not been included therein. In the event that any provision of Sections 8 or 9 relating to the time period and/or the geographical area of restriction and/or related aspects is found by a court of competent jurisdiction to exceed the maximum restrictiveness such court deems reasonable and enforceable, then it is the express desire and intent of both parties that such provision not be rendered invalid thereby, but rather that the duration, geographic scope, or nature of the restriction be deemed reduced or modified to the extent necessary to render such provision reasonable, valid and enforceable. The time period and/or geographical area of restriction and/or related aspects deemed reasonable and enforceable by the court shall then become, and thereafter be, the maximum restriction in such regard, and the provision, as reformed, shall remain valid and enforceable

(g) Execution. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original hereof.

(h) Withholding. Notwithstanding any other provision of this Agreement, the Company may withhold from amounts payable under this Agreement all federal, state, local and foreign taxes that are required to be withheld by applicable laws or regulations.

15. **EMPLOYMENT-AT-WILL RELATIONSHIP.**

**EMPLOYEE UNDERSTANDS AND ACKNOWLEDGES THAT HIS/HER EMPLOYMENT WITH THE COMPANY IS "AT-WILL," WHICH MEANS THAT BOTH THE EMPLOYEE AND THE COMPANY HAVE THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE. MOREOVER, EMPLOYEE SPECIFICALLY UNDERSTANDS AND ACKNOWLEDGES THAT THIS AGREEMENT DOES NOT ALTER HIS/HER AT-WILL EMPLOYMENT STATUS WITH THE COMPANY.**

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by its duly authorized officer, and the Employee has hereunto set his hand, all as of the day and year first above written.

**Blackbaud, Inc.**

**Employee Name:** Anthony W. Boor

By: /s/ John Mistretta

Signature: /s/ Anthony W. Boor

Title: Senior Vice President, Human Resources

Date: 10-25-11

Date: October 25, 2011

# Services Agreement

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (S.C. CODE § 15-48-10 ET SEQ.) AND/OR THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 ET SEQ.).

This SERVICES AGREEMENT (“Agreement”), effective as of November 11, 2011, (“Effective Date”), is entered into between Blackbaud, Inc., a Delaware corporation with offices at 2000 Daniel Island Drive, Charleston, SC 29492 (the “Company”) and Timothy V. Williams, of 2133 Rookery Lane, Charleston, SC, 29414 (“Contractor”) for the purpose of setting forth the terms and conditions on which Contractor will provide services to Company.

In consideration of the mutual obligations specified in this Agreement and any compensation paid to the Contractor for his services, the Company and the Contractor agree to the following:

## 1. Services.

a. During the term of this Agreement, Contractor agrees to perform the services described in Exhibit A (the “Services”) attached hereto, and incorporated by reference into, this Agreement.

b. Contractor agrees to provide the Services in a careful and professional manner and in the best interests of Company.

## 2. Compensation.

The Company agrees to pay Contractor as compensation for the performance of the Services under this Agreement, the sum as set forth in Exhibit A.

## 3. Billing and Payment.

a. Contractor shall submit invoices for payment to Company on a quarterly basis in a form suitable to Company, with such supporting documentation as Company may reasonably require.

b. Contractor shall be responsible for all expenses incurred in association with the performance of the Services, unless otherwise provided for herein.

c. Properly submitted invoices will be paid by Company within forty-five (45) days of receipt.

## 4. Independent Contractor.

a. Contractor at all times will remain an independent contractor, not an employee or agent of Company for any purposes.

b. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor’s compensation, including without limitation any and all federal income taxes, territorial taxes, estimated taxes, or taxes imposed upon revenue or income by any governmental entity having taxing authority with respect to Contractor, and Contractor shall provide the Company with proof of payment on demand.

**5. Non-exclusive Arrangement.**

Contractor may represent, perform services for, or be employed by any additional persons, or companies provided such other services do not interfere with Contractor's full performance of all of the Services Contractor has agreed to perform under this Agreement.

**6. Term; Termination.**

The term of this Agreement will begin on the Effective Date and shall continue through December 31, 2012, unless earlier terminated by mutual agreement of the parties.

**7. Contractor's Representation.** Contractor makes the following representation:

Contractor represents that he/she has the qualifications, licenses (if any are required by law or necessary to perform the Services) and ability to perform the Services in a professional manner, without the advice, control, or supervision of the Company. Contractor shall be solely responsible for the professional performance of the Services.

**8. Company Ownership of Works.**

Contractor recognizes and agrees that all works created by Contractor in the performance of this Agreement are works made for hire, and are the property of Company. All copyrights, trademarks or other intellectual property rights to created works arising in any way from this Agreement are the sole and exclusive property of Company, and Contractor agrees not to claim or assert any rights thereto against Company or any third parties. Contractor shall execute any and all documents reasonably requested by Company in order to evidence Company's exclusive rights in any such works.

**9. Confidential Information; Nondisclosure.**

a. Contractor acknowledges and agrees that all Confidential Information (as such term is hereinafter defined), and all physical embodiments thereof, are confidential to and shall be and remain the sole and exclusive property of Company. Upon the termination of this Agreement, irrespective of the reason for such termination, Contractor shall promptly deliver to Company all Confidential Information (and all embodiments thereof) and all other property belonging to Company then in her custody, control or possession. Contractor further agrees, during the term of this Agreement and thereafter, to keep all Confidential Information secret and in strictest confidence and not use or disclose, furnish or make accessible Confidential Information to anyone outside of the Company, directly or indirectly, or use it for the benefit of any party other than Company in the performance of this Agreement.

b. "**Confidential Information**" means all non public information of a confidential or proprietary nature that is designated as confidential or proprietary in writing, orally or by another means by the disclosing party prior to or at the time any such information is disclosed or delivered to the receiving party. This includes but is not limited to any technical or non-technical information, data or know-how, including that which relates to business plans or business methods that derive economic value including business policies, documents, financial plans and forecasts, research, products, including software and documentation and derivative works thereof, and/or services, product and/or services plans, product and/or services pricing and strategy, tools and templates, actual or proposed alliance partners, actual or proposed vendors, vendor offerings and pricing, actual or proposed clients, client usage, and client purchasing potential, donor information, actual or proposed markets, sales and marketing materials and methods, software, developments, inventions, processes, algorithms, designs, drawings, engineering, and hardware configuration information. In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software). "**Owner**" means the party providing Confidential Information to the Recipient. "**Recipient**" means the party receiving Confidential Information from the Owner.

c. The Recipient shall hold Owner's Confidential Information in strict confidence and the Recipient (i) shall not use Owner's Confidential Information for any purpose other than to carry out the purposes of this Agreement; and (ii) shall not disclose

Owner's Confidential Information to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". Client shall protect the deliverables resulting from Services with the same degree of care as it uses to protect its own confidential and proprietary information, but in any case not less than reasonable care. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either Party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to any Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure.

d. The provisions of this Section shall, without any limitation as to time, survive the expiration or termination of this Agreement, irrespective of the reason for any termination.

#### **10. Non-Solicitation; Non-Competition.**

Nothing in this Agreement is intended vary any prior agreed term relating to non-solicitation and non-competition in any other agreement between the Company and Contractor.

#### **11. Governing Law; Dispute Resolution.**

a. This Agreement shall be interpreted, enforced and governed under the laws of the State of South Carolina, excluding its principles of conflicts of law.

b. Any dispute, claim, or controversy arising under or in connection with this Agreement or its breach shall be submitted to and resolved exclusively by arbitration pursuant to the South Carolina Uniform Arbitration Act (S.C. Code § 15-48-10 *et seq.*) and/or the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*), and shall be conducted in accordance with American Arbitration Association rules. Arbitration shall be in Charleston, S.C. and the substantive laws of South Carolina shall apply. Any decision in arbitration shall be final and binding upon the parties. Judgment may be entered thereon in any court of competent jurisdiction. Notwithstanding the above, the Company may sue in any court for infringement of its proprietary rights.

#### **12. General**

a. This Agreement may be executed in any number of counterparts, or in different counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile or electronically transmitted signatures shall be deemed to be originals.

b. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

c. No failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by a duly authorized representative of each party.

d. If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect.

e. This Agreement shall be binding upon each party to it and upon each of such party's heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of Company, and to its administrators, representatives, executors, successors and assigns.

f. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto. Any modification or amendment to this Agreement must be in writing and must be signed and dated by all of the parties, and must explicitly state that it is intended to be an amendment to or modification of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized representatives.

**Timothy V. Williams**

**Blackbaud, Inc.**

/s/ Timothy V. Williams

/s/ John Mistretta

Authorized Signature

Authorized Signature

Timothy V. Williams

John Mistretta HR SVP

Printed Name and Title

Printed Name and Title 11-29-11

| 2000 Daniel Island Drive, Charleston, SC 29492 T 800.443.9441 [www.blackbaud.com](http://www.blackbaud.com)

**EXHIBIT A**

**SERVICES**

**Description and Scope of Services**

Contractor will make himself available to assist with the transition of Blackbaud's CFO duties to his successor and such additional projects as may be required from time to time at the request of the Company. It is anticipated that the duties set forth herein will require two days of work each calendar month.

**Fee for Services**

Starting on December 1, 2011, Contractor will receive \$2000 per month for the work set forth above. Additional work beyond the expected two days in a calendar month will be compensated at a rate of \$1500 per day.

| 2000 Daniel Island Drive, Charleston, SC 29492 T 800.443.9441 [www.blackbaud.com](http://www.blackbaud.com)

**BLACKBAUD EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of November 16, 2010 by and between Blackbaud, Inc., a corporation organized under the laws of South Carolina (the "Company"), and Jana Beattie Eggers, an individual resident of the State of New Hampshire (the "Employee").

**RECITALS**

The Company is engaged in a highly competitive business involving the developing and marketing of products and services for nonprofit organizations. The Company's business includes developing, marketing, training and supporting customers and clients on the use of the Company's products and services, which are designed to help nonprofits use technology, and related information and services to better manage their financial, fundraising, administrative and other operations.

Employee will become familiar with the Company's customers, prospective customers and other valuable confidential and proprietary information, procedures and processes, all of which are the property of the Company.

Employee and the Company agree that the covenants contained herein are reasonable and that adequate consideration has been given by the Company in terms of the salary and benefits that Employee will receive as a result of entering into this Employment Agreement with the Company, executed contemporaneously herewith. It is also understood that the compensation given to Employee would not be given to Employee, but for these covenants.

THEREFORE, in consideration of Company's employment of Employee as of the 16<sup>th</sup> of November, and the terms and provisions of this Agreement, the parties hereto agree as follows:

1. **Employment and Duties.** Effective as of the date hereof, the Company shall employ the Employee in accordance with the terms of this Agreement as Senior Vice President of Product Management and Marketing of the Company or in such other responsibilities or additional Employee capacities as the Company may from time to time reasonably determine. **Employee acknowledges that he/she is an employee at-will, and that this Agreement does not alter such status.**

2. **Exclusive Employment.** The Employee will serve the Company faithfully and to the best of his/her ability, and will devote his/her full time and best efforts, energy and skill to the business of the Company. During the term of the Employee's employment hereunder, the Employee shall not actively engage in any business for his/her own account and/or will not accept any employment whatever from any other person, business, enterprise or entity without the prior written approval of the Company; provided, however, nothing in this Agreement shall restrict the Employee from making passive investments using his/her personal assets so long as such investments do not interfere with the performance of the Employee's duties under this Agreement.



3. Death and Disability. The Employee's employment hereunder shall terminate automatically upon his/her death or permanent disability.

**NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. § 15-48-10 ET SEQ., TO THE EXTENT PROVIDED IN SECTION 13 BELOW, EXCEPT TO THE EXTENT THAT THE FEDERAL ARBITRATION ACT APPLIES.**

4. Compensation and Benefits.

(a) Base Salary. During the term of the Employee's employment hereunder, the Company shall pay to the Employee an annual base salary of \$300,000, less applicable taxes and withholdings, payable in equal monthly or more frequent installments as may be customary under the Company's payroll practices from time to time. The Company may review and adjust the Employee's base salary from year to year.

(b) Other Benefits. During the term of the Employee's employment hereunder, the Employee shall be eligible to participate in the Company's bonus plan and all employee benefit plans, as may be available, or not, from time to time, subject to the terms and conditions of the individual plans.

5. Return of Property and Confidential Information. Upon the termination of the Employee's employment under this Agreement, regardless of the date, cause or manner of such termination, the Employee (or, in the event of the death of the Employee, his/her personal representative, heirs, successors or assigns) shall turn over and return to the Company all property whatsoever of the Company in or under his/her (or their) possession or control, including without limitation all "confidential information" as that term is defined in Paragraph 6 below, all price lists, customer lists, product design information, programs, software, and all other information relating to the Company's business, and all copies thereof.

6. Covenant Not to Divulge Confidential Information. The Company's ability to compete depends upon the relationships it builds with customers, sources of referral, and the body of other confidential and proprietary information it maintains. Employee acknowledges that during and as a result of his/her employment hereunder, Employee will obtain, contribute to, and use valuable confidential information of a special and unique nature relating to the Company's business matters. As used in this Agreement, the term "Confidential Information" means any knowledge, information or property relating to, or used or possessed by, the Company, and includes, without limitation, the following: trade secrets; patents, copyrights, software (including, without limitation, all programs, specifications, applications, routines, subroutines, techniques, algorithms, and ideas for formulae); products and/or services, concepts, inventions, know-how, data, drawings, designs and documents; names and/or lists of clients, customers, client and/or customer usage, prospective clients and/or customers, employees, agents, contractors, and suppliers; marketing information, business plans, business methodologies and processes, strategies; financial information and other business records; and all copies of any of the foregoing, including notes, extracts, memoranda prepared or suffered or directed to be prepared by Employee based on any Confidential Information. Employee agrees that all information possessed by him, or disclosed to him, or to which Employee obtains access

during the course of Employee's employment with the Company shall be presumed to be Confidential Information under the terms of this Agreement, and the burden of proving otherwise shall rest with Employee. As a material inducement to Blackbaud to pay compensation to Employee, Employee agrees that during and after Employee's employment, the Employee shall not, without the Company's consent:

- (a) Use any Confidential Information except in the performance of services on behalf of the Company hereunder,
- (b) Reveal or disclose any such Confidential Information to any person, business, enterprise or entity outside the Company,
- (c) Make any copies, duplicates or reproductions of any Confidential Information,
- (d) Authorize or permit any other person or entity to use, copy, disclose, publish or distribute any Confidential Information, or
- (e) Remove or aid in the removal from the Company's premises any Confidential Information or any material relating thereto except in the performance of services hereunder.

Confidential Information shall constitute "trade secrets" under the South Carolina Trade Secrets Act, S.C. Code Ann. § 39-8-10 et seq., and the Company is entitled to avail itself of any and all remedies provided for under the Act.

#### 7. Assignment of Intellectual Property.

(a) During the period of Employee's employment with the Company, all Confidential Information including, but not limited to, all processes, products and/or services, methods, improvements, discoveries, inventions, ideas, creations, designs, enhancement or improvement, trade secrets, know-how, machines, programs, routines, subroutines, techniques, ideas for formulae, writings, books and other works of authorship, copyrights, business concepts, plans, methodologies, processes, projections and other similar items, as well as all business opportunities, conceived, authored, designed, devised, developed, perfected, reduced to practice or made by the Employee, whether alone or in conjunction with others, and related in any manner to the actual or anticipated business of the Company or to actual or anticipated areas of research and development, whether or not patentable, (collectively, the "Intellectual Property"), shall be promptly disclosed to and become the property of the Company, and Employee hereby does and agrees to assign, transfer and convey all worldwide right, title and interest in and to the Intellectual Property to the Company. Employee further agrees to make and provide to the Company any documents, instruments or other materials necessary or advisable to vest, secure, evidence, register, record, renew, maintain or extend the Company's ownership of the Intellectual Property, and patents, copyrights, trademarks and similar foreign and domestic property rights with respect to the Intellectual Property. The term "Intellectual Property" shall be given the broadest interpretation possible and shall include any Intellectual Property conceived, authored, designed, devised, developed, perfected, reduced to practiced or made by the Employee during off-duty hours and away from the Company's premises, as well as to those conceived, authored, designed, devised, developed, perfected, reduced to practice or made in the regular course of Employee's performance.

(b) Any Intellectual Property authored, designed, devised, developed, perfected, reduced to practice or made by the Employee within six (6) months after termination of Employee's employment with the Company shall be conclusively presumed to have been conceived during such employment, and the burden of proving otherwise shall rest with Employee.

8. Non-Solicitation Covenant. Employee acknowledges that the services he/she is to render are of a special and unusual nature with a unique value to the Company, the loss of which cannot adequately be compensated by damages. As a material inducement to the Company to employ and pay compensation to Employee, Employee agrees that in the event the Employee's employment hereunder is terminated, regardless of the date, cause or manner of such termination, for a period of two (2) years after the termination he/she will not, directly or indirectly, either on behalf of himself/herself or any other person, business, enterprise or entity: (1) solicit, divert or take away any of the Company's Customers (as hereinafter defined), or (2) solicit the employment of any individual who was employed by the Company or engaged as a consultant to the Company or any of its affiliates at any time during the six (6) month period preceding the date of Employee's termination. For the purposes of this Agreement, the term "Company's Customers" shall mean any customer, client, account, franchisee, or licensee of the Company and shall include, without limitation, every such person or entity to which the Company has provided products or services, and every prospective customer, client, account, franchisee, or licensee with whom Employee has made contact on behalf of the Company during the two year period immediately preceding the date of Employee's termination from the Company.

9. Non-Competition Covenant

(a) Employee acknowledges that the services he/she is to render are of a special and unusual nature with a unique value to the Company, the loss of which cannot adequately be compensated by damages. As a material inducement to the Company to employ and pay compensation to Employee, the Employee hereby promises and agrees that for a period of two (2) years after the date his/her employment hereunder is terminated, regardless of the date, cause or manner of such termination, he/she will not, either directly or indirectly, for himself/herself or on behalf of any other person, business, enterprise or entity, compete with the Company by providing Covered Services to any other person, business, enterprise or entity within any geographic area in which Employee was assigned or had responsibility for, or with which Employee had substantial contact or information during the two year period immediately preceding the date of Employee's termination from the Company. For purposes of this Agreement, "Covered Services" means any products and/or services that are related (1) to the design, development, marketing, licensing, leasing, rental or sale of software, software applications, internet applications, donor research and management, prospective donor analysis or e-commerce solutions, or consulting and/or other services with respect thereto, or to (2) products and /or services used by non-profit organizations in connection with fund raising, e-commerce, accounting or school administration, or (3) to any other business and/or products and/or services engaged in by Company during Employee's employment with Company.

(b) In addition to, but not in limitation of the restrictions of Section 8(a) above, the Employee further promises and agrees that he/she will not advertise or market services as a “Blackbaud, Inc.,” “former Blackbaud, Inc.,” “Raiser’s Edge,” or any variant of “Raiser’s Edge” consultant (i.e., “Raiser’s Edge expert,” “trained or certified in Raiser’s Edge,” or any similar designation in connection with the foregoing or any other Covered Service).

10. Remedies.

(a) Accounting for Profits. If Employee shall violate any of the provisions of Sections 5, 6, 7, 8, or 9, the Company shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration, or other benefits that Employee directly or indirectly has realized and/or may realize as a result of, growing out of, or in connection with, any such violation. These remedies shall be in addition to, and not in limitation of, any injunctive relief or other rights, remedies, or damages, to which the Company is or may be entitled as a result of this Agreement.

(b) Injunctive Relief. In the event of a breach or threatened breach by Employee of any of the provisions of Sections 5, 6, 7, 8, or 9, the Company, in addition to, and not in limitation of, any other rights, remedies, or damages available to the Company at law or in equity, shall be entitled to obtain (without the necessity of posting a bond) a temporary restraining order, preliminary injunction, and permanent injunction in order to prevent or restrain any such breach by Employee or by Employee’s partners, agents, representatives, servants, employers, employees, companies, consulting clients, and/or any and all persons directly or indirectly acting for or with Employee. Employee acknowledges and agrees that in the event of any breach by Employee of the covenants set forth in this Agreement, the Company shall suffer immediate and irreparable harm for which the remedy of monetary damages, alone will be inadequate. For purposes of injunctive or similar equitable relief, the time periods of restriction set forth in Sections 8 and 9 above shall be extended by a period of time equal to the period of time during which Employee shall have been violating this Agreement.

(c) Attorneys’ Fees and Costs. In the event the Company invokes legal or equitable proceedings against Employee under the terms of this Agreement and the Company prevails, the Employee shall be required to pay to the Company, and the Company shall be entitled to, its reasonable attorneys’ fees and costs as determined by the Court.

(d) Alternatives. The Company shall have the option, in its sole discretion, to enforce the various restrictions of Sections 5, 6, 7, 8, and 9 cumulatively or in the alternative.

11. Effect of Termination. The provisions of Sections 5 through 9 hereof shall survive the termination of the Employee’s employment hereunder, regardless of the date, cause or manner of such termination, and such termination shall not impair or otherwise affect the Employee’s obligations to strictly observe the provisions of such Sections. The Employee agrees that the Company shall be entitled to an injunction restraining any violations by the Employee of the applicable provisions of Sections 5 through 9. The Employee agrees that such right to an injunction is cumulative and in addition to whatever other remedies the Company may have against the Employee.

12. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when placed in the United States mail by certified mail, return receipt requested, postage prepaid, addressed to the parties hereto as follows (provided that notice of change of address shall be deemed given only when received):

As to the Company:	Blackbaud, Inc. 2000 Daniel Island Drive Charleston, South Carolina 29492 Attn: John Mistretta, SVP of Human Resources
As to the Employee	<u>Jana Eggers</u> <u>143 Queen St.</u> <u>Charleston, SC</u>

The address of both the Company (and the person to whose attention a notice or other communication shall be directed) and the Employee may be changed from time to time by either party serving notice upon the other.

13. Dispute Resolution. The parties hereto agree that all disputes, controversies and claims arising between them concerning the subject matter of this Agreement, other than controversies involving any matter addressed in Sections 5, 6, 7, 8, or 9, shall be settled by arbitration in South Carolina in accordance with the laws of South Carolina. If the parties to any such dispute, controversy or claim are unable to agree upon an arbitrator or arbitrators, then the matter shall be resolved by an arbitrator or arbitrators appointed by the American Arbitration Association, as it may determine, in accordance with the rules and practices, then obtaining, of such association. Any arbitration pursuant to this Section 12 shall be final and binding on the parties, and judgment upon the award rendered in any such arbitration may be entered in any court, state or federal, having jurisdiction. The parties expressly acknowledge that they are waiving their rights to seek remedies in court, including, without limitation, the right (if any) to a jury trial, except to the extent of the obligations in Sections 5, 6, 7, 8, or 9 as to which the parties are reserving their court remedies except the right (if any) to a jury trial, which is waived.

14. Miscellaneous.

(a) Assignment. The Employee may not assign this Agreement or any of his rights, benefits, obligations or duties hereunder to any other person, firm, corporation or other entity, said rights, duties and obligations of the Employee being personal and nonassignable. This Agreement may be assigned by the Company without the Employee's consent

(b) Non-Waiver. No waiver by either party of any breach by the other party of any provision hereof shall be deemed to be a waiver of an later or other breach thereof or as a waiver of any such or other provision of this Agreement.

(c) Law Applicable. This Agreement is governed by the laws of the State of South Carolina, without reference to principles of conflict of laws.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns. This Agreement shall be binding upon and inure to the benefit of the Employee, his heirs, executors and administrators.

(e) Entire Agreement. This Agreement, and any signed offer letter, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and cancel all prior or contemporaneous oral or written agreements and understandings between them with respect to the subject matter hereof, except for the signed and accepted offer letter between Company and Employee, if any. In the event any portion of this Agreement is inconsistent with the aforementioned offer letter, this Agreement shall apply. This Agreement may not be changed or modified orally but only by an instrument in writing signed by the parties hereto, which instrument states that it is an amendment to this Agreement.

(f) Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provision(s) had not been included therein. In the event that any provision of Sections 8 or 9 relating to the time period and/or the geographical area of restriction and/or related aspects is found by a court of competent jurisdiction to exceed the maximum restrictiveness such court deems reasonable and enforceable, then it is the express desire and intent of both parties that such provision not be rendered invalid thereby, but rather that the duration, geographic scope, or nature of the restriction be deemed reduced or modified to the extent necessary to render such provision reasonable, valid and enforceable. The time period and/or geographical area of restriction and/or related aspects deemed reasonable and enforceable by the court shall then become, and thereafter be, the maximum restriction in such regard, and the provision, as reformed, shall remain valid and enforceable

(g) Execution. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original hereof.

(h) Withholding. Notwithstanding any other provision of this Agreement, the Company may withhold from amounts payable under this Agreement all federal, state, local and foreign taxes that are required to be withheld by applicable laws or regulations.

#### 15. EMPLOYMENT-AT-WILL RELATIONSHIP.

**EMPLOYEE UNDERSTANDS AND ACKNOWLEDGES THAT HIS/HER EMPLOYMENT WITH THE COMPANY IS "AT-WILL," WHICH MEANS THAT BOTH THE EMPLOYEE AND THE COMPANY HAVE THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE. MOREOVER, EMPLOYEE SPECIFICALLY UNDERSTANDS AND ACKNOWLEDGES THAT THIS AGREEMENT DOES NOT ALTER HIS/HER AT-WILL EMPLOYMENT STATUS WITH THE COMPANY.**

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by its duly authorized officer, and the Employee has hereunto set his hand, all as of the day and year first above written.

**Blackbaud Inc.**

**Employee Name:** Jana Beattie Eggers

By: /s/ John Mistretta

Signature: /s/ Jana Beattie Eggers

Title: SVP of HR      11/16/10

**SUBSIDIARIES OF BLACKBAUD, INC.**  
**As of February 29, 2012**

**Blackbaud, LLC (South Carolina)**

**Blackbaud Canada, Inc. (Canada)**

**NOZA, Inc. (Delaware)**

**Public Interest Data, LLC (Virginia)**

**Blackbaud Global Ltd. (England and Wales)**

**Blackbaud Europe Ltd. (Scotland)**

**Blackbaud Pacific Pty. (New South Wales, Australia)**

**Everyday Hero Pty. Ltd. (Queensland, Australia)**

**Everyday Hero Ltd. (England and Wales)**

**RLC Customer Centric B.V. (Holland)**

**Blackbaud Asia Limited (Hong Kong)**

**Caribou Acquisition Corporation (Delaware)**

\* All subsidiaries are 100% owned by Blackbaud, Inc., except Blackbaud Canada, Inc., which is 100% owned by Blackbaud, LLC; Blackbaud Europe Ltd., Blackbaud Pacific Pty., RLC Customer Centric Technology B.V. and Blackbaud Asia Limited, which are 100% owned by Blackbaud Global Ltd.; Everyday Hero Pty. Ltd., which is 100% owned by Blackbaud Pacific Pty.; and Everyday Hero Ltd., which is 100% owned by Everyday Hero Pty. Ltd.



**Consent of Independent Registered Public Accounting Firm**

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-160423, No. 333-152749, No. 333-120690 and No. 333-138448) of Blackbaud, Inc., of our report dated February 29, 2012, relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PRICEWATERHOUSECOOPERS LLP

Raleigh, North Carolina  
February 29, 2012

## CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Marc E. Chardon, certify that:

1. I have reviewed this annual report on Form 10-K of Blackbaud, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 29, 2012

By: \_\_\_\_\_ /s/ MARC E. CHARDON  
Marc E. Chardon  
President and Chief Executive Officer

## CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Anthony W. Boor, certify that:

1. I have reviewed this annual report on Form 10-K of Blackbaud, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 29, 2012

By: \_\_\_\_\_ /s/ ANTHONY W. BOOR

**Anthony W. Boor**  
Senior Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of Blackbaud, Inc. (the "Company") for the period ended December 31, 2011 as filed with the Securities and Exchange Commission on or about the date hereof (the "Report"), I, Marc E. Chardon, President and Chief Executive Officer, hereby certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the Report.

Date: February 29, 2012

By: \_\_\_\_\_ /s/ **MARC E. CHARDON**  
**Marc E. Chardon**  
**President and Chief Executive Officer**

