

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

BLACKBAUD, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State of incorporation)

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

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

**Blackbaud, Inc. 2008 Equity Incentive Plan
Kintera, Inc. 2000 Stock Option Plan, as amended by Kintera, Inc. and assumed by Blackbaud, Inc.
Kintera, Inc. Amended and Restated 2003 Equity Incentive Plan, as amended by Kintera, Inc.
and assumed by Blackbaud, Inc.**
(Full title of the plans)

Marc E. Chardon, President
2000 Daniel Island Drive
Charleston, South Carolina 29492
(843) 216-6200
(Name, address, including zip code, and telephone number, including area code, of agent for service)

COPIES TO:

Donald R. Reynolds, Esq.
Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300
Raleigh, North Carolina 27607
Telephone: (919) 781-4000
Facsimile: (919) 781-4865

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 the definitions of "large accelerated filer" "accelerated filer", and "smaller reporting company" (in Rule 12b-2 of the Act) (Check one):

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company
(Do not check if smaller reporting company)

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered (1)(2)	Proposed Maximum Offering Price Per Share (3)	Proposed Maximum Aggregate Offering Price (3)	Amount of Registration Fee
Common Stock, \$0.001 par value per share	7,201,013 shares	\$17.87	\$128,682,102.31	\$5,057.21

- (1) Consists of 7,126,520 shares reserved for issuance under Registrant's 2008 Equity Incentive Plan, including 1,126,520 unallocated shares remaining available for issuance under the Registrant's 2004 Stock Plan which was terminated and which shares are reserved for issuance under the Registrant's 2008 Equity Incentive Plan. Also consists of 9,676 shares reserved for issuance under the Kintera, Inc. 2000 Stock Option Plan, as amended, and 64,817 shares reserved for issuance under the Kintera, Inc. Amended and Restated 2003 Equity Incentive Plan, as amended, both of which were assumed by Registrant.
- (2) Pursuant to Rule 416(c) under the Securities Act of 1933, this Registration Statement also covers any additional shares of the Registrant's common stock that become issuable under the Registrant's 2008 Equity Incentive Plan, the Kintera, Inc. 2000 Stock Option Plan, as amended, and the Kintera, Inc. Amended and Restated 2003 Equity Incentive Plan, as amended, by reason of any stock dividend, stock split, recapitalization or other similar transaction that increases the number of outstanding shares of the Registrant's common stock.
- (3) Estimated solely for the purpose of calculating the registration fee, based upon the average of the high and low prices of the Common Stock on the Nasdaq Global Select Market on August 1, 2008 in accordance with Rule 457(c).

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The information required by Item 1 is included in documents sent or given to participants in the plan covered by this registration statement pursuant to Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act").

Item 2. Registrant Information and Employee Plan Annual Information.

The written statement required by Item 2 is included in documents sent or given to participants in the plan covered by this registration statement pursuant to Rule 428(b)(1) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents heretofore filed by Blackbaud, Inc. (the "Company") with the Securities and Exchange Commission (the "Commission") are incorporated herein by reference:

(a) The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2007, filed with the Commission pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on February 29, 2008;

(b) The Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2008 filed pursuant to Section 13 of the Exchange Act on May 9, 2008;

(c) The Company's Current Reports on Form 8-K, filed pursuant to Section 13 of the Exchange Act on May 30 (at 5:20 p.m.), June 24, June 26 and July 14, 2008;

(d) The Company's definitive proxy statement on Schedule 14A, filed pursuant to Section 14 of the Exchange Act, for the Company's 2008 Annual Meeting of Stockholders, as filed with the Commission on April 29, 2008; and

(e) The description of the Company's common stock contained in Items 1 and 2 of its Registration Statement on Form 8-A filed with the Commission pursuant to Section 12(g) of the Exchange Act on February 20, 2004 and as may be amended from time to time.

All documents filed, but not furnished, by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date hereof and prior to the filing of a post-effective amendment that indicates that all securities offered under this registration statement have been sold or that deregisters all securities then remaining unsold shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents. In no event, however, will any of the information, including exhibits, that we disclose under Item 2.02 and Item 7.01 of any report on Form 8-K that has been or may, from time to time be furnished, to the SEC be incorporated by reference into or otherwise become a part of the registration statement of which this prospectus forms a part.

Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein (or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein) modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed to constitute a part hereof except as so modified or superseded.

Item 4. Description of Securities

Not applicable. The class of securities to be offered is registered under Section 12 of the Exchange Act.

Item 5. Interests of Named Experts and Counsel

The legality of the shares of common stock to be issued in this offering will be passed upon for the Company by Wyrick Robbins Yates & Ponton LLP, Raleigh, North Carolina.

Item 6. Indemnification of Directors and Officers

The Company is incorporated under the laws of the State of Delaware. Section 145 of the Delaware General Corporation Law gives a corporation power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful.

Section 145 also gives a corporation power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper. Section 145 further provides that, to the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any such action, suit or proceeding, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 145 also authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, arising out of his status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145.

The Company's Certificate of Incorporation provides for the indemnification of officers and directors to the fullest extent permitted by the Delaware General Corporation Law.

All of the Company's directors and officers are covered by insurance policies maintained by the Company against certain liabilities for actions taken in their capacities as such, including liabilities under the Securities Act.

Item 7. Exemption From Registration Claimed

Not applicable.

Item 8. Exhibits

The following exhibits are filed as part of this Registration Statement:

<u>Exhibit No.</u>	<u>Description</u>
5.1	Opinion of Wyrick Robbins Yates & Ponton LLP.
10.33 ⁽¹⁾	Blackbaud, Inc. 2008 Equity Incentive Plan.
10.34	Form of Notice of Grant and Stock Option Agreement under Blackbaud, Inc. 2008 Equity Incentive Plan.
10.35	Form of Notice of Grant and Restricted Stock Agreement under Blackbaud, Inc. 2008 Equity Incentive Plan.
10.36	Form of Notice of Grant and Stock Appreciation Rights Agreement under Blackbaud, Inc. 2008 Equity Incentive Plan.
10.37 ⁽²⁾	Kintera, Inc. 2000 Stock Option Plan, as amended, and form of Stock Option Agreement thereunder.
10.38 ⁽³⁾	Kintera, Inc. Amended and Restated 2003 Equity Incentive Plan, as amended, and form of Stock Option Agreement thereunder.
23.1	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm.
23.2	Consent of Wyrick Robbins Yates & Ponton LLP (contained in Exhibit 5.1).
24.1	Power of Attorney (see page 5).

(1) Incorporated by reference to Appendix A to Registrant's Definitive Proxy Statement on Schedule 14A filed with the SEC on April 29, 2008.

(2) Incorporated by reference to Exhibit 10.2 to Kintera, Inc.'s 10-K/A filed with the SEC on March 26, 2008.

(3) Incorporated by reference to Exhibit 10.3 to Kintera, Inc.'s 10-K/A filed with the SEC on March 26, 2008.

Item 9. Undertakings

(a) The undersigned registrant hereby undertakes as follows:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement related to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer of controlling person or the registrant in the successful defense of any action, suit or proceeding) is

asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charleston, State of South Carolina, on the 4th day of August 2008.

BLACKBAUD, INC.

By: /s/ Marc E. Chardon
Marc E. Chardon,
President and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Marc E. Chardon and Timothy V. Williams, and each of them, his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<u>/s/ Marc E. Chardon</u> Marc E. Chardon	President, Chief Executive Officer and Director (Principal Executive Officer)	August 4, 2008
<u>/s/ Timothy V. Williams</u> Timothy V. Williams	Senior Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	August 4, 2008
<u>/s/ Marco W. Hellman</u> Marco W. Hellman	Chairman of the Board of Directors	August 4, 2008
<u>/s/ Timothy Chou</u> Timothy Chou	Director	August 4, 2008
<u>/s/ George H. Ellis</u> George H. Ellis	Director	August 4, 2008
<u>/s/ Andrew M. Leitch</u> Andrew M. Leitch	Director	August 4, 2008
<u>/s/ John P. McConnell</u> John P. McConnell	Director	August 4, 2008
<u>/s/ Carolyn Miles</u> Carolyn Miles	Director	August 4, 2008

August 4, 2008

Blackbaud, Inc.
2000 Daniel Island Drive
Charleston, South Carolina 29492

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 filed on or about the date hereof by Blackbaud, Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission (the "Registration Statement"), in connection with the registration under the Securities Act of 1933, as amended, of 7,201,013 shares of the Company's common stock, \$0.001 par value per share (the "Shares"). We understand the Shares are to be issued pursuant to the Company's 2008 Equity Incentive Plan, and the Kintera, Inc. 2000 Stock Option Plan, as amended, and the Kintera, Inc. Amended and Restated 2003 Equity Incentive Plan, as amended, both of which were assumed by the Company, each as may be amended from time to time. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with the original of all documents submitted to us as copies thereof.

As your legal counsel, we have examined the proceedings taken, and are familiar with the proceedings proposed to be taken, in connection with the sale of the Shares.

It is our opinion that, upon completion of the proceedings being taken or contemplated by us, as your counsel, to be taken prior to the issuance of the Shares, the Shares when issued in the manner referred to in the Registration Statement and in accordance with the resolutions adopted by the Board of Directors of the Company, will be legally and validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to the use of our name wherever appearing in the Registration Statement, including the Prospectus constituting a part thereof, and any amendments thereto.

Very truly yours,

/s/ Wyrick Robbins Yates & Ponton LLP

Wyrick Robbins Yates & Ponton LLP

**BLACKBAUD, INC.
2008 EQUITY INCENTIVE PLAN
NOTICE OF STOCK OPTION GRANT**

Blackbaud, Inc. (the “*Company*”), pursuant to its 2008 Equity Incentive Plan (the “*Plan*”), hereby grants to Optionholder an option to purchase the number of shares of the Company’s Common Stock set forth below. This option is subject to all of the terms and conditions as set forth herein and in the Option Agreement, the Plan, and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety.

Optionholder: _____

Date of Grant _____

Grant Number: _____

Vesting Commencement Date _____

Exercise Price per Share _____

Total Number of Shares Granted _____

Total Exercise Price _____

Type of Option: Incentive Stock Option
 Nonstatutory Stock Option

Term/Expiration Date: 10 Years/_____

Vesting Schedule: **[Insert applicable vesting schedule].**

Termination Period: Option may be exercised for up to three (3) months after termination of Continuous Service, except as set out in Section 7 of the Option Agreement (but in no event later than the Expiration Date); provided that a termination for “Cause” is governed by Section 9 of the Plan, which provides for immediate termination of the Option upon such termination for “Cause.”

Additional Terms/Acknowledgements: The undersigned Optionholder acknowledges receipt of, and understands and agrees to, this Option Grant Notice, the Option Agreement, and the Plan. Optionholder also acknowledges receipt of the Blackbaud, Inc. 2008 Equity Incentive Plan Prospectus. Optionholder further acknowledges that as of the Date of Grant, this Option Grant Notice, the Option Agreement, and the Plan set forth the entire understanding between Optionholder and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements on that subject with the exception of options previously granted and delivered to Optionholder.

OPTIONHOLDER:

Print Name

BLACKBAUD, INC.
By: _____
Name: _____
Title: _____

BLACKBAUD, INC.
2008 EQUITY INCENTIVE PLAN

OPTION AGREEMENT
(INCENTIVE STOCK OPTION OR NONSTATUTORY STOCK OPTION)

Pursuant to your Option Grant Notice (“**Grant Notice**”) and this Option Agreement, Blackbaud, Inc. (the “**Company**”) has granted you an option under its 2008 Equity Incentive Plan (the “**Plan**”) to purchase the number of shares of the Company’s Common Stock indicated in your Grant Notice at the exercise price indicated in your Grant Notice. Defined terms not explicitly defined in this Option Agreement but defined in the Plan shall have the same definitions as in the Plan.

The details of your option are as follows:

1. VESTING. Subject to the limitations contained herein, your option will vest as provided in your Grant Notice, provided that vesting will cease upon the termination of your Continuous Service.

2. NUMBER OF SHARES AND EXERCISE PRICE. The number of shares of Common Stock subject to your option and your exercise price per share referenced in your Grant Notice may be adjusted from time to time for Capitalization Adjustments.

3. EXERCISE RESTRICTION FOR NON-EXEMPT EMPLOYEES. In the event that you are an Employee eligible for overtime compensation under the Fair Labor Standards Act of 1938, as amended (*i.e.*, a “**Non-Exempt Employee**”), you may not exercise your option until you have completed at least six (6) months of Continuous Service measured from the Date of Grant specified in your Grant Notice, notwithstanding any other provision of your option.

4. METHOD OF PAYMENT. Payment of the exercise price is due in full upon exercise of all or any part of your option. You may elect to make payment of the exercise price in cash or by check or in one or more of the following manners:

(a) Provided that at the time of exercise the Common Stock is publicly traded and quoted regularly in *The Wall Street Journal*, pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of Common Stock, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds.

(b) Provided that at the time of exercise the Common Stock is publicly traded and quoted regularly in *The Wall Street Journal*, by delivery to the Company (either by actual delivery or attestation) of already-owned shares of Common Stock that are owned free and clear of any liens, claims, encumbrances or security interests, and that are valued at Fair Market Value on the date of exercise. “Delivery” for these purposes, in the sole discretion of the Company at the time you exercise your option, shall include delivery to the Company of your attestation of ownership of such shares of Common Stock in a form approved by the Company. Notwithstanding the foregoing, you may not exercise your option by tender to the Company of Common Stock to the extent such tender would violate the provisions of any law, regulation or agreement restricting the redemption of the Company’s stock.

(c) Provided that at the time of exercise the Common Stock is publicly traded and quoted regularly in *The Wall Street Journal*, and subject to the consent of the Company at the time of exercise, by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Common Stock issued upon exercise of your option by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; provided, however, that the Company shall accept a cash or other payment from you to the extent of any remaining balance of the aggregate exercise price not satisfied by such reduction in the number of whole shares to be issued; provided further, however, that shares of Common Stock will no longer be outstanding under your option and will not be exercisable thereafter to the extent that (1) shares are used to pay the exercise price pursuant to the “net exercise,” (2) shares are delivered to you as a result of such exercise, and (3) shares are withheld to satisfy tax withholding obligations.

5. WHOLE SHARES. You may exercise your option only for whole shares of Common Stock.

6. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, you may not exercise your option unless the shares of Common Stock issuable upon such exercise are then registered under the Securities Act or, if such shares of Common Stock are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act. The exercise of your option also must comply with other applicable laws and regulations governing your option, and you may not exercise your option if the Company determines that such exercise would not be in material compliance with such laws and regulations.

7. TERM. You may not exercise your option before the commencement or after the expiration of its term. The term of your option commences on the Date of Grant and expires upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause;

(b) three (3) months after the termination of your Continuous Service for any reason other than Cause, your Disability or death; *provided, however*, that (i) if during any part of such three (3) month period your option is not exercisable solely because of the condition set forth in Section 6, your option shall not expire until the earlier of the Expiration Date or until it shall have been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service and (ii) if (x) you are a Non-Exempt Employee, (y) you terminate your Continuous Service within six (6) months after the Date of Grant specified in your Grant Notice, and (z) you have vested in a portion of your option at the time of your termination of Continuous Service, your option shall not expire until the earlier of (A) the later of the date that is seven (7) months after the Date of Grant specified in your Grant Notice or the date that is three (3) months after the termination of your Continuous Service, or (B) the Expiration Date;

(c) twelve (12) months after the termination of your Continuous Service due to your Disability;

(d) twelve (12) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates for any reason other than Cause;

(e) the Expiration Date indicated in your Grant Notice; or

(f) the day before the tenth (10th) anniversary of the Date of Grant.

If your option is an Incentive Stock Option, note that to obtain the federal income tax advantages associated with an Incentive Stock Option, the Code requires that at all times beginning on the date of grant of your option and ending on the day three (3) months before the date of your option's exercise, you must be an employee of the Company or an Affiliate, except in the event of your death or Disability. The Company has provided for extended exercisability of your option under certain circumstances for your benefit but cannot guarantee that your option will necessarily be treated as an Incentive Stock Option if you continue to provide services to the Company or an Affiliate as a Consultant or Director after your employment terminates or if you otherwise exercise your option more than three (3) months after the date your employment with the Company or an Affiliate terminates.

8. EXERCISE.

(a) You may exercise the vested portion of your option during its term by delivering a Notice of Exercise (in a form designated by the Company) together with the exercise price to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require.

(b) By exercising your option you agree that, as a condition to any exercise of your option, the Company may require you to enter into an arrangement providing for the payment by you to the Company of any tax withholding obligation of the Company arising by reason of (i) the exercise of your option, or (ii) the disposition of shares of Common Stock acquired upon such exercise.

(c) If your option is an Incentive Stock Option, by exercising your option you agree that you will notify the Company in writing within fifteen (15) days after the date of any disposition of any of the shares of the Common Stock issued upon exercise of your option that occurs within two (2) years after the date of your option grant or within one (1) year after such shares of Common Stock are transferred upon exercise of your option.

9. TRANSFERABILITY. Your option is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to exercise your option. In addition, you may transfer your option to a trust if you are considered to be the sole beneficial owner (determined under Section 671 of the Code and applicable state law) while the option is held in the trust, provided that you and the trustee enter into transfer and other agreements required by the Company.

10. OPTION NOT A SERVICE CONTRACT. Your option is not an employment or service contract, and nothing in your option shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment. In addition, nothing in your option shall obligate the Company or an Affiliate, their respective stockholders, Boards of Directors, Officers or Employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

11. WITHHOLDING OBLIGATIONS.

(a) At the time you exercise your option, in whole or in part, or at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a "cashless exercise" pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your option.

(b) Upon your request and subject to approval by the Company, in its sole discretion, and compliance with any applicable legal conditions or restrictions, the Company may withhold from fully vested shares of Common Stock otherwise issuable to you upon the exercise of your option a number of whole shares of Common Stock having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the minimum amount required to be withheld by law (or such lower amount as may be necessary to avoid classification of your option as a liability for financial accounting purposes). Any adverse consequences to you arising in connection with such share withholding procedure shall be your sole responsibility.

(c) You may not exercise your option unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your option when desired even though your option is vested, and the Company shall have no obligation to issue a certificate for such shares of Common Stock or release such shares of Common Stock from any escrow provided for herein unless such obligations are satisfied.

12. NOTICES. Any notices provided for in your option or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company.

13. HEADINGS. The headings of the Sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning of this Agreement.

14. MISCELLANEOUS.

(a) The rights and obligations of the Company under your option shall be transferable by the Company to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by, the Company's successors and assigns. Your rights and obligations under your option may only be assigned with the prior written consent of the Company.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your option.

(c) You acknowledge and agree that you have reviewed your option in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your option and fully understand all provisions of your option.

(d) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

15. GOVERNING PLAN DOCUMENT. Your option is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your option, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your option and those of the Plan, the provisions of the Plan shall control.

16. CHOICE OF LAW. The interpretation, performance and enforcement of this Agreement shall be governed by the law of the state of Delaware without regard to such state's conflicts of laws rules.

17. SEVERABILITY. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

18. OTHER DOCUMENTS. You hereby acknowledge receipt or the right to receive a document providing the information required by Rule 428(b) (1) promulgated under the Securities Act.

19. APPLICATION OF SECTION 409A. This option is intended to be exempt from the application of Section 409A of the Code ("**Section 409A**") pursuant to Treasury Regulation 1.409A-1(b)(6). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, to the extent that (a) one or more of the payments or benefits received or to be received by you pursuant to this Agreement would constitute deferred compensation subject to the requirements of Section 409A, and (b) you are a "specified employee" within the meaning of Section 409A, then such payment or benefit (or portion thereof) will be delayed until the earliest date following your "separation from service" with the Company within the meaning of Section 409A on which the Company can provide such payment or benefit to you without your incurrance of any additional tax or interest pursuant to Section 409A, with all payments or benefits due thereafter occurring in accordance with the original schedule.

**BLACKBAUD, INC.
2008 EQUITY INCENTIVE PLAN**

**BLACKBAUD, INC.
2008 EQUITY INCENTIVE PLAN**

RESTRICTED STOCK GRANT NOTICE

Blackbaud, Inc. (the "**Company**"), pursuant to its 2008 Equity Incentive Plan (the "**Plan**"), hereby grants to Participant the right to acquire the number of shares of the Company's Common Stock set forth below ("**Award**"). This Award is subject to all of the terms and conditions as set forth herein and in the Restricted Stock Agreement and the Plan, both of which are attached hereto and incorporated herein in their entirety.

Participant: _____

Date of Grant: _____

Vesting Commencement Date: _____

Number of Shares Subject to Award: _____

Vesting Schedule: **[Insert applicable vesting schedule]**

Additional Terms/Acknowledgements: The undersigned Participant acknowledges receipt of, and understands and agrees to, this Grant Notice, the Restricted Stock Agreement and the Plan. Participant further acknowledges that as of the Date of Grant, this Grant Notice, the Restricted Stock Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the acquisition of stock in the Company pursuant to the Award and supersede all prior oral and written agreements on that subject with the exception of Awards previously granted and delivered to Participant.

PARTICIPANT:

BLACKBAUD, INC.

Print Name

By: _____
Name: _____

Title: _____

BLACKBAUD, INC.
2008 EQUITY INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT

Pursuant to the Restricted Stock Grant Notice (the "**Grant Notice**") and this Restricted Stock Agreement ("**Agreement**"), Blackbaud, Inc. (the "**Company**") has awarded you ("**Participant**") the right to acquire shares of Common Stock from the Company pursuant to Section 6(a) of the Company's 2008 Equity Incentive Plan (the "**Plan**") for the number of shares indicated in the Grant Notice (collectively, the "**Award**"). The Award is granted in exchange for services rendered by you to the Company or an Affiliate. Defined terms not explicitly defined in this Agreement but defined in the Plan shall have the same definitions as in the Plan.

The details of your Award, in addition to those set forth in the Grant Notice, are as follows:

1. ACQUISITION OF SHARES. By signing the Grant Notice, you hereby agree to acquire from the Company, and the Company hereby agrees to issue to you, the aggregate number of shares of Common Stock specified in your Grant Notice for the consideration set forth in Section 3 and subject to all of the terms and conditions of the Award and the Plan. You may not acquire less than the aggregate number of shares specified in the Grant Notice.

2. CLOSING. Your acquisition of the shares shall be consummated as follows:

(a) You will acquire the shares by delivering your Grant Notice, executed by you in the manner required by the Company, to the Corporate Secretary of the Company, or to such other person as the Company may designate, during regular business hours, on the date that you have executed the Grant Notice (or at such other time and place as you and the Company may mutually agree upon in writing) (the "**Closing Date**") along with any consideration, other than your past or future services, required to be delivered by you by law on the Closing Date and such additional documents as the Company may then require.

(b) The Company will direct the transfer agent for the Company to deliver to the Escrow Agent pursuant to the terms of Section 9 below, the certificate or certificates evidencing the shares of Common Stock being acquired by you. You acknowledge and agree that any such shares may be held in book entry form directly registered with the transfer agent or in such other form as the Company may determine.

3. CONSIDERATION. Unless otherwise required by law, the shares of Common Stock to be delivered to you on the Closing Date shall be deemed paid, in whole or in part, in exchange for past and future services rendered or to be rendered to the Company or an Affiliate in the amounts and to the extent required by law.

4. VESTING. The shares will vest as provided in the Vesting Schedule set forth in your Grant Notice, provided that vesting shall cease upon the termination of your Continuous Service. Note that if a vesting date falls on a day that is not a business day, such day shall instead fall on the last preceding business day. Shares acquired by you that have vested in accordance with the Vesting Schedule set forth in the Grant Notice and this Section 4(a) or any other provision of the Plan are "Vested Shares." Shares acquired by you pursuant to this Agreement that are not Vested Shares are "Unvested Shares."

5. CAPITALIZATION CHANGES. The number of shares of Common Stock subject to your Award and referenced in your Grant Notice may be adjusted from time to time for changes in capitalization pursuant to Section 9(a) of the Plan.

6. SECURITIES LAW COMPLIANCE. You may not be issued any Common Stock under your Award unless the shares of Common Stock are either (i) then registered under the Securities Act of 1933, as amended (the “*Securities Act*”), or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Your Award must also comply with other applicable laws and regulations governing the Award, and you shall not receive such Common Stock if the Company determines that such receipt would not be in material compliance with such laws and regulations.

7. RIGHT OF REACQUISITION. The Company shall simultaneously with the termination of your Continuous Service automatically reacquire (the “*Reacquisition Right*”) for no consideration all of the Unvested Shares, unless the Company agrees to waive its Reacquisition Right as to some or all of the Unvested Shares. Any such waiver shall be exercised by the Company by written notice to you or your representative (with a copy to the Escrow Agent) within ninety (90) days after the termination of your Continuous Service, and the Escrow Agent may then release to you the number of Unvested Shares not being reacquired by the Company. If the Company does not waive its reacquisition right as to all of the Unvested Shares, then upon such termination of your Continuous Service, the Escrow Agent shall transfer to the Company the number of Unvested Shares the Company is reacquiring. The Reacquisition Right shall expire when all of the shares have become Vested Shares in accordance with Section 4.

8. CERTAIN CORPORATE TRANSACTIONS. In the event of a Corporate Transaction as defined in the Plan, the Reacquisition Right may be assigned by the Company to the successor of the Company (or such successor’s parent company), if any, in connection with such transaction. To the extent the Reacquisition Right remains in effect following such transaction, it shall apply to the new capital stock, cash or other property received in exchange for the Common Stock in consummation of the transaction, but only to the extent the Common Stock was at the time covered by such right.

9. ESCROW OF UNVESTED COMMON STOCK. As security for your faithful performance of the terms of this Agreement and to insure the availability for delivery of your Common Stock upon execution of the Reacquisition Right provided in Section 7, above, you agree to the following “Joint Escrow” and “Joint Escrow Instructions,” and you and the Company hereby authorize and direct the Corporate Secretary of the Company or the Corporate Secretary’s designee (“*Escrow Agent*”) to hold the documents delivered to Escrow Agent pursuant to the terms of this Agreement and of your Grant Notice, in accordance with the following Joint Escrow Instructions:

(a) In the event you cease your Continuous Service, the Company shall pursuant to the Reacquisition Right in Section 7, above, automatically reacquire for no consideration all Unvested Shares, within the meaning of Section 4, above, as of the date of such termination, unless the Company elects to waive such right as to some or all of the Unvested Shares. If the Company (or its assignee) elects to waive the Reacquisition Right, the Company or its assignee will give you and Escrow Agent a written notice specifying the number of shares of stock not to be reacquired. You and the Company hereby irrevocably authorize and direct Escrow Agent to close the transaction contemplated by such notice as soon as practicable following the date of termination of service in accordance with the terms of this Agreement and the notice of waiver, if any.

(b) Vested Shares shall be delivered to you upon your request given in the manner provided in Section 19 for providing notice.

(c) At any closing involving the transfer or delivery of some or all of the property subject to the Grant Notice and this Agreement, Escrow Agent is directed (i) to date any stock assignments

necessary for the transfer in question, (ii) to fill in the number of shares being transferred, and (iii) to deliver same, together with the certificate, if any, evidencing the shares of Common Stock to be transferred, to you or the Company, as applicable.

(d) You irrevocably authorize the Company to deposit with Escrow Agent the certificates, if any, evidencing shares of Common Stock to be held by Escrow Agent hereunder and any additions and substitutions to said shares as specified in this Agreement. You do hereby irrevocably constitute and appoint Escrow Agent as your attorney-in-fact and agent for the term of this escrow to execute with respect to such securities and other property all documents of assignment and/or transfer and all stock certificates necessary or appropriate to make all securities negotiable and complete any transaction herein contemplated.

(e) This escrow shall terminate upon the expiration or application in full of the Reacquisition Right, whichever occurs first, and the completion of the tasks contemplated by these Joint Escrow Instructions.

(f) If at the time of termination of this escrow, Escrow Agent should have in its possession any documents, securities, or other property belonging to you, Escrow Agent shall deliver all of same to you and shall be discharged of all further obligations hereunder.

(g) Except as otherwise provided in these Joint Escrow Instructions, Escrow Agent's duties hereunder may be altered, amended, modified, or revoked only by a writing signed by all of the parties hereto.

(h) Escrow Agent shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties or their assignees. Escrow Agent shall not be personally liable for any act Escrow Agent may do or omit to do hereunder as Escrow Agent or as attorney-in-fact for you while acting in good faith and any act done or omitted by Escrow Agent pursuant to the advice of Escrow Agent's own attorneys shall be conclusive evidence of such good faith.

(i) Escrow Agent is hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or corporation, excepting only orders or process of courts of law, and is hereby expressly authorized to comply with and obey orders, judgments, or decrees of any court. In case Escrow Agent obeys or complies with any such order, judgment, or decree of any court, Escrow Agent shall not be liable to any of the parties hereto or to any other person, firm, or corporation by reason of such compliance, notwithstanding any such order, judgment, or decree being subsequently reversed, modified, annulled, set aside, vacated, or found to have been entered without jurisdiction.

(j) Escrow Agent shall not be liable in any respect on account of the identity, authority, or rights of the parties executing or delivering or purporting to execute or deliver this Agreement or any documents or papers deposited or called for hereunder.

(k) Escrow Agent shall not be liable for the outlawing of any rights under any statute of limitations with respect to these Joint Escrow Instructions or any documents deposited with Escrow Agent.

(l) Escrow Agent's responsibilities as Escrow Agent hereunder shall terminate if Escrow Agent shall cease to be the Secretary of the Company or if Escrow Agent shall resign by written notice to each party. In the event of any such termination, the Company may appoint any officer or assistant officer of the Company or other person who in the future assumes the position of Secretary for the Company as successor Escrow Agent and you hereby confirm the appointment of such successor or successors as your attorney-in-fact and agent to the full extent of such successor Escrow Agent's appointment.

(m) If Escrow Agent reasonably requires other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.

(n) It is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the securities, Escrow Agent is authorized and directed to retain in its possession without liability to anyone all or any part of said securities until such dispute shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree, or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but Escrow Agent shall be under no duty whatsoever to institute or defend any such proceedings.

(o) By signing this Agreement below Escrow Agent becomes a party hereto only for the purpose of said Joint Escrow Instructions in this Section 9; Escrow Agent does not become a party to any other rights and obligations of this Agreement apart from those in this Section 9.

(p) Escrow Agent shall be entitled to employ such legal counsel and other experts as Escrow Agent may deem necessary properly to advise Escrow Agent in connection with Escrow Agent's obligations hereunder. Escrow Agent may rely upon the advice of such counsel, and may pay such counsel reasonable compensation therefor. The Company shall be responsible for all fees generated by such legal counsel in connection with Escrow Agent's obligations hereunder.

(q) These Joint Escrow Instructions set forth in this Section 9 shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. It is understood and agreed that references to "Escrow Agent" or "Escrow Agent's" herein refer to the original Escrow Agent and to any and all successor Escrow Agents. It is understood and agreed that the Company may at any time or from time to time assign its rights under the Agreement and these Joint Escrow Instructions in whole or in part.

10. EXECUTION OF DOCUMENTS. You hereby acknowledge and agree that the manner selected by the Company by which you indicate your consent to your Grant Notice is also deemed to be your execution of your Grant Notice and of this Agreement. You further agree that such manner of indicating consent may be relied upon as your signature for establishing your execution of any documents to be executed in the future in connection with your Award.

11. IRREVOCABLE POWER OF ATTORNEY. You constitute and appoint the Company's Secretary as attorney-in-fact and agent to transfer said Common Stock on the books of the Company with full power of substitution in the premises, and to execute with respect to such securities and other property all documents of assignment and/or transfer and all stock certificates necessary or appropriate to make all securities negotiable and complete any transaction herein contemplated. This is a special power of attorney coupled with an interest (specifically, the Company's underlying security interest in retaining the shares of Common Stock in the event you do not perform the requisite services for the Company), and is irrevocable and shall survive your death or legal incapacity. This power of attorney is limited to the matters specified in this Agreement.

12. RIGHTS AS STOCKHOLDER. Subject to the provisions of this Agreement, you shall have the right to exercise all rights and privileges of a stockholder of the Company with respect to the shares deposited in the Joint Escrow. You shall be deemed to be the holder of the shares for purposes of receiving any dividends that may be paid with respect to such shares and for purposes of exercising any voting rights relating to such shares, even if some or all of the shares are Unvested Shares. Any dividends paid in respect

of the Unvested Shares shall be deemed unvested and subject to all of the terms and conditions of this Agreement, including but not limited to the provisions of Sections 4, 7 and 9, above, to the same extent as applicable to the Unvested Shares as to which such dividends were paid.

13. TRANSFER RESTRICTIONS. In addition to any other limitation on transfer created by applicable securities laws, you shall not sell, assign, hypothecate, donate, encumber, or otherwise dispose of any interest in the Common Stock while such shares of Common Stock are Unvested Shares or continue to be held in the Joint Escrow; *provided, however*, that an interest in such shares may be transferred pursuant to a qualified domestic relations order as defined in the Code or Title I of the Employee Retirement Income Security Act. After any Common Stock has been released from the Joint Escrow, you shall not sell, assign, hypothecate, donate, encumber, or otherwise dispose of any interest in the Common Stock except in compliance with the provisions herein and applicable securities laws.

14. RESTRICTIVE LEGENDS. The certificates representing the Common Stock shall have endorsed thereon appropriate legends as determined by the Company.

15. NON-TRANSFERABILITY OF THE AWARD. Your Award (except for Vested Shares issued pursuant thereto) is not transferable except by will or by the laws of descent and distribution. In the event of the termination of your Continuous Service prior to the Closing Date, the Closing shall not occur.

16. AWARD NOT A SERVICE CONTRACT. Your Award is not an employment or service contract, and nothing in your Award shall be deemed to create in any way whatsoever any obligation on your part to continue in the service of the Company or an Affiliate, or on the part of the Company or an Affiliate to continue such service. In addition, nothing in your Award shall obligate the Company or an Affiliate, their respective stockholders, Boards of Directors, Officers or Employees to continue any relationship that you might have as an Employee or Consultant of the Company or an Affiliate.

17. WITHHOLDING OBLIGATIONS. At the time your Award is granted, or at any time thereafter as requested by the Company, you hereby authorize withholding from any amounts payable to you, or otherwise agree to make adequate provision in cash for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any Affiliate, if any, which arise in connection with your Award. In the Company's sole discretion, the Company may elect, and you hereby authorize the Company, to withhold Vested Shares in such amounts as the Company determines are necessary to satisfy your obligation pursuant to the preceding sentence. Unless the tax withholding obligations of the Company and/or any Affiliate are satisfied, the Company shall have no obligation to issue a certificate for such shares or release such shares from any escrow provided for herein, and shall have no liability to you for any such delay in the issuance of such shares.

18. TAX CONSEQUENCES. You agree to review with your own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. You shall rely solely on such advisors and not on any statements or representations of the Company or any of its agents. You understand that you (and not the Company) shall be responsible for your own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement. You understand that Section 83 of the Code taxes as ordinary income to you the fair market value of the shares of Common Stock as of the date any restrictions on the shares lapse (that is, as of the date on which part or all of the shares vest). In this context, "restriction" includes the right of the Company to reacquire the shares pursuant to its Reacquisition Right. You understand that you may elect to be taxed on the fair market value of the shares at the time the shares are acquired rather than when and as the Company's Reacquisition Right expires by filing an election under Section 83(b) of the Code with the Internal Revenue Service within thirty (30) days after the date you acquire the shares pursuant to your Award. YOU ACKNOWLEDGE THAT IT IS YOUR SOLE RESPONSIBILITY, AND NOT THE COMPANY'S, TO

FILE A TIMELY ELECTION UNDER CODE SECTION 83(b), EVEN IF YOU REQUEST THE COMPANY OR ITS REPRESENTATIVES TO MAKE THE FILING ON YOUR BEHALF. You further acknowledge that you are aware that should you file an election under Section 83(b) of the Code and then subsequently forfeit the shares, you will not be able to report as a loss the value of any shares forfeited and will not get a refund of any of the tax paid.

19. NOTICES. Any notice or request required or permitted hereunder shall be given in writing to each of the other parties hereto and shall be deemed effectively given on the earlier of (a) the date of personal delivery, including delivery by express courier, or (b) the date that is five days after deposit in the United States mail (whether or not actually received by the addressee), by registered or certified mail with postage and fees prepaid, addressed at the following addresses, or at such other address(es) as a party may designate by ten days' advance written notice to each of the other parties hereto:

COMPANY: Blackbaud, Inc.
Attn: General Counsel
2000 Daniel Island Drive
Charleston, SC 29492

YOU: Your address as on file with the Company at the time notice is given

ESCROW: Corporate Secretary
Blackbaud, Inc.
2000 Daniel Island Drive
Charleston, SC 29492

20. HEADINGS. The headings of the Sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning of this Agreement.

21. MISCELLANEOUS.

(a) The rights and obligations of the Company under your Award shall be transferable by the Company to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by, the Company's successors and assigns. Your rights and obligations under your Award may only be assigned with the prior written consent of the Company.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(d) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Agreement shall be

binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

22. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan shall control.

23. CHOICE OF LAW. The interpretation, performance and enforcement of this Agreement shall be governed by the law of the state of Delaware without regard to such state's conflicts of laws rules.

24. SEVERABILITY. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

25. OTHER DOCUMENTS. You hereby acknowledge receipt or the right to receive a document providing the information required by Rule 428(b) (1) promulgated under the Securities Act.

26. APPLICATION OF SECTION 409A. This Award is intended to be exempt from the application of Section 409A of the Code ("**Section 409A**") pursuant to Treasury Regulation 1.409A-1(b)(6). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, to the extent that (a) one or more of the payments or benefits received or to be received by you pursuant to this Agreement would constitute deferred compensation subject to the requirements of Section 409A, and (b) you are a "specified employee" within the meaning of Section 409A, then such payment or benefit (or portion thereof) will be delayed until the earliest date following your "separation from service" with the Company within the meaning of Section 409A on which the Company can provide such payment or benefit to you without your incurrence of any additional tax or interest pursuant to Section 409A, with all payments or benefits due thereafter occurring in accordance with the original schedule.

* * * * *

This Restricted Stock Agreement shall be deemed to be signed by the Company and the Participant upon the signing by the Participant of the Restricted Stock Grant Notice to which it is attached.

The Escrow Agent hereby acknowledges and accepts its rights and responsibilities pursuant to Section 9, above.

Escrow Agent

**BLACKBAUD, INC.
2008 EQUITY INCENTIVE PLAN**

**BLACKBAUD, INC.
2008 EQUITY INCENTIVE PLAN**

STOCK APPRECIATION RIGHTS GRANT NOTICE

Blackbaud, Inc. (the "**Company**"), pursuant to its 2008 Equity Incentive Plan (the "**Plan**"), hereby grants to Participant the number of stock appreciation rights ("**SARs**") set forth below in this Notice of Grant (collectively, the "**Award**"). This Award is subject to all of the terms and conditions as set forth herein and in the Stock Appreciation Rights Agreement and the Plan, both of which are attached hereto and incorporated herein in their entirety. Subject to the provisions of the Stock Appreciation Rights and the Plan, the principal features of this Award are as follows:

Date of Grant and Vesting Commencement Date: _____

Number of shares of Common Stock subject to SARs: _____

Strike Price of SARs: _____

Expiration Date: _____

Vesting Schedule: **[Insert applicable vesting schedule].**

Termination Period: To the extent vested and prior to the Expiration Date, SARs may be exercised for up to three (3) months after termination of Continuous Employment, except as set out in Section 4 of the Stock Appreciation Rights Agreement (but in no event later than the Expiration Date); provided that a termination for "Cause" is governed by Section 6(viii) of the Plan, which provides for immediate termination of the SARs upon such termination for "Cause."

IMPORTANT:

Additional Terms/Acknowledgements: The undersigned Participant acknowledges receipt of, and understands and agrees to, this Grant Notice, the Stock Appreciation Rights Agreement and the Plan. Participant further acknowledges that as of the Date of Grant, this Grant Notice, the Restricted Stock Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the acquisition of stock in the Company pursuant to the Award and supersede all prior oral and written agreements on that subject with the exception of Awards previously granted and delivered to Participant.

PARTICIPANT:

Print Name

BLACKBAUD, INC.

By: _____
Name: _____
Title: _____

BLACKBAUD, INC.
2008 EQUITY INCENTIVE PLAN

STOCK APPRECIATION RIGHTS AGREEMENT

Pursuant to the Stock Appreciation Rights Grant Notice (the "**Grant Notice**") and this Stock Appreciation Rights Agreement ("**Agreement**"), Blackbaud, Inc. (the "**Company**") has granted you stock appreciation rights ("**SARs**") with respect to that number of shares of Common Stock and at a strike price per share (the "**Strike Price**") as shown on the Grant Notice attached hereto (collectively, the "**Award**"). This Award is made pursuant to Section 6(c) of the Company's 2008 Equity Incentive Plan (the "**Plan**") and is subject in all respects to the terms and conditions in this Agreement and the terms, definitions and provisions of the Plan. This Award is made in exchange for services rendered by you to the Company or an Affiliate. Defined terms not explicitly defined in this Agreement but defined in the Plan shall have the same definitions as in the Plan.

The details of your Award, in addition to those set forth in the Grant Notice, are as follows:

1. TERM. Unless earlier terminated pursuant to the Plan or this Agreement, this Award shall expire on the expiration date specified on the Grant Notice. This Award shall not be exercisable on or after the Expiration Date.

2. VESTING. Subject to the limitations contained herein, the SARs subject to the Award will vest as provided in your Grant Notice, provided that vesting will cease upon the termination of your Continuous Service. Any portion of the SARs subject to this Award that becomes vested in accordance with the foregoing shall remain vested and shall be exercisable upon satisfaction of the conditions set forth in Section 3 below, subject to the Plan or this Agreement, until the earlier of the Expiration Date or other termination of this Agreement in accordance with the Plan and this Agreement.

3. METHOD OF EXERCISE; CALCULATION OF APPRECIATION. Only SARs that have become vested pursuant to Section 2 of this Agreement shall be exercisable by you. Vested SARs shall be exercisable by written notice (in the form attached hereto as **Appendix C**, the "**Exercise Notice**") which shall state your election to exercise the SARs and the number of SARs subject to exercise. The written notice shall be signed by you and shall be delivered by certified mail to the Secretary of the Company, with such date as on the certified mail being designated the exercise date of the SARs ("**Exercise Date**"). Upon receipt of the Exercise Notice, the Company shall settle the specified number of SARs in Common Stock so long as the closing price of the Common Stock quoted on NASDAQ on the Exercise Date (the "**Exercise Price**") is greater than the Strike Price per share of Common Stock subject to the SARs. At settlement, the Company shall issue in the name provided on the Exercise Notice and deliver to the address noted on the Exercise Notice as soon as reasonably practicable after the Exercise Date, a stock certificate representing that number of full shares of Common Stock (the "**Settlement Shares**") equal to (A) the excess of the Exercise Price over the Strike Price, multiplied by (B) the total number of SARs subject to exercise, divided by (C) the Exercise Price of one share of Common Stock. In all cases, the number of Settlement Shares to be issued shall be rounded down to the nearest whole share and you shall forfeit to the Company the value of any fractional Settlement Shares.

4. TERMINATION OF CONTINUOUS EMPLOYMENT. In the event of the termination of your Continuous Employment, your right to exercise vested SARs under this Agreement shall terminate as follows:

- (a) immediately upon the termination of your Continuous Service for Cause; or
- (b) three (3) months after the termination of your Continuous Service for any reason other than Cause, your Disability or death.

5. SECURITIES LAW COMPLIANCE. Notwithstanding anything to the contrary contained herein, you may not exercise your SARs unless the shares of Common Stock issuable upon such exercise are then registered under the Securities Act of 1933, as amended (the “**Securities Act**”) or, if such shares of Common Stock are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act. The exercise of your SARs also must comply with other applicable laws and regulations governing your Award, and you may not exercise your SARs if the Company determines that such exercise would not be in material compliance with such laws and regulations.

6. NO RIGHTS AS STOCKHOLDER. This Award shall not provide you or any person claiming under or through you, with any of the rights or privileges of a stockholder of the Company unless and until the SARs are settled and certificates representing shares issued upon such settlement are recorded on the records of the Company or its transfer agents or registrars, and delivered to you.

7. CAPITALIZATION CHANGES. The number of shares of Common Stock subject to your Award and referenced in your Grant Notice may be adjusted from time to time for changes in capitalization pursuant to Section 9(a) of the Plan.

8. TRANSFERABILITY. Your Award is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you. Notwithstanding the foregoing, by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to exercise your Award. In addition, you may transfer your option to a trust if you are considered to be the sole beneficial owner (determined under Section 671 of the Code and applicable state law) while the Award is held in the trust, provided that you and the trustee enter into transfer and other agreements required by the Company.

9. WITHHOLDING OF TAXES.

(a) If the Company determines that the vesting or exercise of the SARs results in federal or state income tax, FICA, or other withholding obligations, the Company may condition issuance to you of the stock certificate representing the Settlement Shares upon your payment to the Company of your share of the withholding obligations, or upon some other action by you that the Company deems sufficient assurance that those obligations will be met.

(b) At the sole and absolute discretion of Board or Committee, you may pay all or any part of the total estimated federal and state income tax liability arising out of the settlement of the SARs (a “**Tax Event**”) by tendering already-owned shares of Common Stock or by directing the Company to withhold Settlement Shares otherwise to be transferred to you in an amount equal to the estimated federal and state income tax liability arising out of the Tax Event, provided that no more Settlement Shares may be withheld than are necessary to satisfy your actual minimum withholding obligation with respect to the Tax Event. In such event, you must, however, notify the Board or Committee of your desire to pay all or any part of the total estimated federal and state income tax liability

arising out of the Tax Event by tendering already-owned shares of Common Stock or having Settlement Shares withheld prior to the date that the amount of federal or state income tax to be withheld is to be determined. For purposes of this Section, the Common Stock and Settlement Shares shall be valued at their fair market value, which shall be the closing price of the Common Stock on NASDAQ on the date on which the amount of the tax withholdings is to be determined.

10. TAX CONSEQUENCES. You agree that you have reviewed with your own tax advisors the federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement. You are relying solely on such advisors and not on any statements or representations of the Company or any of its agents. You understand that you (and not the Company) shall be responsible for your own tax liability that may arise as a result of the transactions contemplated by this Agreement.

11. AWARD NOT A SERVICE CONTRACT. Your Award is not an employment or service contract, and nothing in your Award shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment. In addition, nothing in your Award shall obligate the Company or an Affiliate, their respective stockholders, Boards of Directors, Officers or Employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

12. HEADINGS. The headings of the Sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning of this Agreement.

13. MISCELLANEOUS.

(a) The rights and obligations of the Company under your Award shall be transferable by the Company to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by, the Company's successors and assigns. Your rights and obligations under your Award may only be assigned with the prior written consent of the Company.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(d) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

14. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan shall control.

15. CHOICE OF LAW. The interpretation, performance and enforcement of this Agreement shall be governed by the law of the state of Delaware without regard to such state's conflicts of laws rules.

16. SEVERABILITY. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

17. OTHER DOCUMENTS. You hereby acknowledge receipt or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act.

18. APPLICATION OF SECTION 409A. This Award is intended to be exempt from the application of Section 409A of the Code ("**Section 409A**") pursuant to Treasury Regulation 1.409A-1(b)(6). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, to the extent that (a) one or more of the payments or benefits received or to be received by you pursuant to this Agreement would constitute deferred compensation subject to the requirements of Section 409A, and (b) you are a "specified employee" within the meaning of Section 409A, then such payment or benefit (or portion thereof) will be delayed until the earliest date following your "separation from service" with the Company within the meaning of Section 409A on which the Company can provide such payment or benefit to you without your incurrence of any additional tax or interest pursuant to Section 409A, with all payments or benefits due thereafter occurring in accordance with the original schedule.

**BLACKBAUD, INC.
2008 EQUITY INCENTIVE PLAN**

BLACKBAUD, INC.
EXERCISE NOTICE

Blackbaud, Inc.

Attention: Secretary

1. Exercise of Stock Appreciation Rights. Effective as of today, _____, _____, the undersigned (“*Grantee*”) hereby elects to exercise _____ of Grantee’s stock appreciation rights (“*SARs*”), each representing the appreciation of one share of Common Stock of Blackbaud, Inc. (the “*Company*”), as determined by and pursuant to its 2008 Equity Incentive Plan (the “*Plan*”) and the Stock Appreciation Rights Grant Notice and Stock Appreciation Rights Agreement dated _____, _____ (the “*SAR Agreement*”). Payment shall be made in Settlement Shares according to the procedures set forth in the SAR Agreement. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the SAR Agreement.

2. Representations of Grantee. Grantee acknowledges that Grantee has received, read and understood the Plan and the SAR Agreement and agrees to abide by and be bound by their terms and conditions.

3. Rights as Stockholder. Until the stock certificate evidencing the Settlement Shares is issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Settlement Shares, notwithstanding the exercise of the SARs. The Company shall issue (or cause to be issued) such stock certificate as soon as reasonably practicable after the Exercise Date. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued.

4. Tax Consultation. Grantee understands that Grantee may suffer adverse tax consequences as a result of Grantee’s acquisition or disposition of the Settlement Shares. Grantee represents that Grantee has consulted with any tax consultants Grantee deems advisable in connection with the acquisition or disposition of the Settlement Shares and that Grantee is not relying on the Company for any tax advice.

5. Entire Agreement. The Plan and SAR Agreement are incorporated herein by reference. This Exercise Notice, the Plan and the SAR Agreement shall constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Grantee with respect to the subject matter hereof, and is governed by Delaware law except for that body of law pertaining to conflict of laws.

Submitted by:

Accepted by:

GRANTEE:

BLACKBAUD, INC.

By: _____

Name: _____

Title: _____

Address: _____

Address: _____

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 29, 2008 relating to the financial statements, and the effectiveness of internal control over financial reporting, which appears in Annual Report on Form 10-K of Blackbaud, Inc. for the year ended December 31, 2007.

PricewaterhouseCoopers LLP
Raleigh, NC
August 4, 2008