

# TERMS & CONDITIONS

These Terms and Conditions are incorporated between your Organization and eTapestry, which is a division of Blackbaud, Inc. ("eTapestry").

## **Article 1. SERVICE.**

eTapestry will provide the Database Service in accordance with this Agreement on a free trial basis ("Free Trial"). You will have the right to use the Database Service for up to thirty (30) days (or any other period authorized by eTapestry) for up to one (1) concurrent user (who must be Your employees or consultants and who cannot be employed by or providing services for competitors of eTapestry), after which your right to use the Database Service will terminate if You have not upgraded to a paid subscription and have more than 500 accounts in the database. If you have fewer than 500 accounts in the database, then the Database Service will be provided beyond the thirty (30) day Free Trial. The Database Service also includes any Database Service documentation and any other updates, or upgrades to such Database Service which are provided by eTapestry from time to time in connection with this service.

### **Section 1.2 Use of Database Services, including Proprietary Software**

- (a) You agree that neither your Organization, nor any person accessing the Database Service by means of your Organization's account, will, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of eTapestry's software; modify, translate, or create derivative works based on the software; or rent, lease, distribute, assign, or otherwise transfer rights to the software or Database Service. eTapestry retains exclusive ownership throughout the world of all software related to the Database Service.
- (b) You agree that your Organization will use the Database Service in compliance with all applicable laws, including without limitation copyright, trademark, obscenity and defamation laws.
- (c) During the term of this Agreement and at all times thereafter, neither party shall disclose, sell or transfer to any third party, other than for the performance of this Agreement or as required by law, any confidential information and intellectual property of the other party without the express written consent of the other party. This includes but is not restricted to personal and business information stored by either party.

## **Article 2. SUPPORT SERVICES**

eTapestry may, but shall have no obligation to, provide support during the Free Trial for Your use of the Database Service via the eTapestry Support Center on-line.

## **Article 3. TERMINATION.**

This Agreement will terminate at the end of the Free Trial, or upon starting a paid subscription, whichever is earlier. In addition, eTapestry may terminate this Free Trial at any time for any reason or no reason in eTapestry's sole discretion. If You fail to comply with any provision of this Agreement, eTapestry may terminate this Agreement immediately without notice. Upon any termination of this Agreement, You must cease any further use of the Database Service unless you have begun a paid subscription or have fewer than 500 accounts in the database.