

## Hatch, by Blackbaud

### The Legals:

#### OFFICE SPACE, FACILITIES, RESOURCES AND STAFF

The Resources made available to Company shall include facilities and resources as described below.

The following facilities will be made available to the Company located at Level 2, 65 Berry Street, North Sydney, NSW, 2022, AUSTRALIA:

- Office space, workstations and chairs in the defined incubator space for up to 2 staff at any time
- Reasonable access to internet and phone connections
- Access to meeting rooms subject to availability. Blackbaud staff will have priority access to all shared spaces
- Reasonable access to kitchen facilities.

The following resources will be agreed and made available to the Company:

- Executive Sponsor to manage the relationship, schedule of supports and success metrics
- Monthly insight meeting with Managing Director
- Fortnightly meeting and reasonable access to marketing leadership and designated marketing team resources
- Fortnightly meeting and reasonable access to fundraising consultant and designation fundraising consulting resources
- Fortnightly meeting and reasonable access to eTapestry consultant and designation eTapestry consulting resources
- Fortnightly meeting and reasonable access to digital consultant and designated digital consulting resources
- Fortnightly meeting and reasonable access to outcomes consultant and designated outcomes consulting resources.

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### 1. ACTIVITIES

(a) **Appointment.** Blackbaud wishes to provide access to the office space, facilities, resources and staff, (collectively the “Resources”) which are set forth in Exhibit A attached hereto. Blackbaud wishes to provide Company with access to Resources for a defined period as set forth in this Agreement, and Company hereby accepts such provision.

(b) **Services.** Company agrees to promote Blackbaud via completion of Case Study. The Case Study will provide an overview of how the Blackbaud solution has supported the Company to achieve its mission and will include a reference this incubator engagement.

(e) **Costs.** Company will be responsible for its own expenses (for example, travel expenses, and other direct costs) incurred in connection with the use of facilities contemplated by this Agreement.

### 2. CONFIDENTIAL INFORMATION

(a) **Definitions.** “Confidential Information” means (i) all information disclosed by one part (“Owner”) to the other (“Recipient”) electronically, visually, orally or in a tangible form which is either (a) marked as “confidential” (or with a similar legend), (b) is identified at the time of disclosure as being confidential, or (c) should be reasonably understood to be confidential or proprietary; (ii) the terms of this agreement, Our architecture, software and data that comprise the Solutions, Order(s), SOW(s), and any proposals or other documents that preceded this agreement; and (iii) donor, prospect and financial information. Recipient shall not obtain any rights, title, or interest in any Confidential Information of Owner. Information generally known to the public, independently developed by Recipient without access to Confidential Information, in the possession of Recipient without an obligation of confidentiality, or information required to be disclosed by court order or applicable law after Owner has been notified shall not be considered Confidential Information if Recipient can provide sufficient evidence of the foregoing.

(b) **Treatment of Confidential Information.** Recipient shall only (i) use Owner’s Confidential Information to carry out the purposes of this agreement; and (ii) disclose Owner’s Confidential Information to those third parties operating under non-disclosure provisions no less restrictive than those set forth in this agreement and who have a justified business “need to know.” Recipient shall be responsible for any mistreatment of Confidential Information by such third parties. Recipient shall protect Owner’s Confidential Information using the same degree of care it uses to protect its own confidential and proprietary information, but in any case not less than reasonable care, and shall protect such information in accordance with applicable laws. Upon termination of this agreement, Recipient shall return or destroy all Owner Confidential Information in its possession or control, if feasible. If not destroyed, Recipient shall continue to protect such information as required above.

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(c) **Exclusions.** Nothing in the immediately preceding paragraph shall prohibit or limit the receiving party's use of information if (i) at the time of disclosure hereunder such information is generally available to the public; (ii) after disclosure hereunder such information becomes generally available to the public, except through breach of this Agreement by the receiving party; (iii) the receiving party can demonstrate such information was lawfully in its possession prior to the time of disclosure by the disclosing party; (iv) the information becomes available to the receiving party from a third party which is not legally prohibited from disclosing such information; (v) the receiving party can demonstrate the information was developed by or for it independently without the use of such information; or (vi) disclosure is required under applicable law or regulation.

### 3. TERM AND TERMINATION

(a) **Acceptance; Term.** This Agreement shall commence as of effective date and shall remain in effect for three months, unless earlier terminated as provided herein (the "Initial Term").

(b) **Right to Terminate.** Notwithstanding any other provision hereof, this Agreement may be terminated as follows: (i) by either party with 15 day advance written notice; (ii) in the event either party materially breaches any of the provisions hereof, and such breach is not curable, this Agreement shall be immediately terminable by the non-breaching party upon written notice to other party (any violation of the Confidentially and Non-Disclosure provisions hereof shall constitute a non-curable breach); (iii) immediately by either party in the event that the other party becomes insolvent, files or is forced to file any petition in bankruptcy, or makes an assignment for the benefit of its creditors; or (iv) immediately upon Company's breach of this agreement.

(c) **Effect of Termination.** Upon termination of this Agreement for any such reason, all rights granted herein shall immediately cease and Company shall immediately end all use of Blackbaud premises, products, and services, with the exception of any Blackbaud applications purchased under a separate agreement between the parties. Additionally, Company shall immediately delete, destroy, or return all originals and copies of any Blackbaud Confidential Information, including all documentation, manuals, instructions, and other information associated with the products and services, and upon request, provide Blackbaud with certification thereof.

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### 4. WARRANTIES

Each party represents and warrants that (i) it has full power and authority to enter into and perform this Agreement and that such power and authority are not limited or restricted by any agreements or understandings between such party and other persons, (ii) with respect to any services, information or materials provided by a party to the other party hereunder, the party providing such shall have obtained all necessary rights and licenses therefore and (iii) neither the execution, delivery nor performance of this Agreement by a party will result in the breach of any term or provision of any contract, agreement or understanding of such party with any third party. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 6, THE PARTIES MAKE NO FURTHER WARRANTIES AND SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 5. INSURANCE

Company shall maintain in force at least the following insurance coverages:

- **Commercial General Liability:**
  - \$1,000,000 Per Occurrence
  - \$2,000,000 General Aggregate
  - Policy may not include any sort of deductible or self-insured retention without prior written approval by Owner or Manager.
  
- **Worker's Compensation:** Statutory limits

Company shall cause its insurers to: (i) to the fullest extent allowed by its insurers, waive all rights of subrogation against Blackbaud, and its officers, directors, and employees and any insured-versus-insured exclusion regarding Blackbaud; (ii) name Blackbaud, Inc., Blackbaud Pacific, Ltd., and all of Blackbaud's affiliates and their respective directors, officers, employees, agents, successors, assigns, and their employees as Additional Insureds under its commercial general liability and, if applicable, umbrella or excess liability policies; and (iii) furnish certificates of insurance on standard ACORD forms evidencing that the above insurance is in effect and otherwise complies with the requirements of these insurance provisions.

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Please forward a certificate of insurance, including all conditions shown above, to

- Kait Luttner ([kluttner@therubingroup.com](mailto:kluttner@therubingroup.com))
- Lynda Henry ([lynda.henry@blackbaud.com](mailto:lynda.henry@blackbaud.com))

Access to the Resources is not permitted until Blackbaud has confirmed approval in writing.

At the request of Owner or Manager, Contractor shall be required to provide complete copies of any insurance policies referenced on the Certificate of Insurance, as well as copies of any endorsements thereto.

The Company shall ensure that the Insurance Carrier Rating is an A-/X or better (A.M. Best Rating).

The insurance coverages set forth above will be primary, and all coverage will be non-contributing with respect to any other insurance or self-insurance that may be maintained by Blackbaud.

Company shall require its insurers to provide Blackbaud not less than thirty (30) days' written notice prior to any adverse modification, cancellation, or non-renewal of the policies. Company's obligation to maintain insurance coverage will be in addition to, and not in substitution for, Company's other obligations hereunder and Company's liability to Blackbaud for any breach of an obligation under this Agreement which is subject to insurance hereunder will not be limited to the amount of coverage required hereunder.

### 6. MISCELLANEOUS PROVISIONS

(a) **Relationship of Parties.** The relationship between the parties established by this Agreement shall be solely that of Blackbaud and Company and all rights and powers not expressly granted to the each party are expressly reserved to the other party. Each party shall have no right, power or authority in any way to bind the other party to the fulfilment of any condition not herein contained, or to any contract or obligation, expressed or implied.

(b) **Independence of Parties.** Nothing contained in this Agreement shall be construed to make Blackbaud the agent for the Company for any purpose, and neither party hereto shall have any right whatsoever to incur any liabilities or obligations on behalf or binding upon the other party. Each party specifically agrees that it shall have no power or authority to represent the other party in any manner; and that it will not at any time represent orally or in writing to any person or corporation or other business entity that it has any right, power or authority not expressly granted by this Agreement.

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(c) **Indemnity.** Company agrees to indemnify and defend Blackbaud against any and all claims, damages, and expenses arising out of or related to this agreement except to the extent caused by Blackbaud's gross negligence or wilful misconduct.

(d) **Security.** Company will abide by all security policies and requests of Blackbaud personnel regarding the use of the premises.

(e) **Assignment.** This Agreement constitutes a personal contract and Company shall not transfer or assign same or any part thereof without the advance written consent of Blackbaud.

(f) **Entire Agreement.** The entire Agreement between Blackbaud and the Company covering the Facilities and Services is set forth herein and any amendment or modification shall be in writing and shall be executed by duly authorised representatives in the same manner as this Agreement. The provisions of this Agreement are severable, and if any one or more such provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of any jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between the parties hereto.

(g) **Applicable Law.** This Agreement shall be governed by the laws of the State of New South Wales. Each Party hereby irrevocably agrees that any legal dispute shall be brought only to the exclusive jurisdiction of the courts of the State of New South Wales or the federal courts located in the State of New South Wales, and each Party hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocable waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that they any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient forum. COMPANY HEREBY WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY LITIGATION CONCERNING THIS AGREEMENT.

(h) **Separate Provisions.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.