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BURTON GRAD ASSOCIATES, INC.

101 POST ROAD EAST
WESTPORT, CONNECTICUT 06880
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BURTGRAD@AOL.COM

Mr. Michael Balmuth
Summit Partners
600 Atlantic Avenue
Suite 2800
Boston, Massachusetts 02310

Invoice #2947
September 3, 1999
Project: 274-3

INVOICE

Project: Technical Due Diligence of Blackbaud

Consulting Services (August 16 - 25, 1999):

Burton Grad	1.5 days @ \$2,500/day	\$3,750.00
Sidney J. Dunayer	1.5 days @ \$1,500/day	2,250.00
Martin Y. Silberberg	2.25 days @ \$1,250/day	<u>3,375.00</u>
Total Fees		\$9,375.00

Expenses:

Silberberg (August 18-19, 1999)		
New York to Charlotte, South Carolina		
Airfare	\$840.40	
Hotel	98.84	
Meals	49.00	
Local Transportation	128.00	\$1,116.24

BGAI Expenses		
Telephone/fax	\$ 33.14	33.14

Total Expenses \$1,149.38
Total Invoice \$10,524.38

Invoice is payable not later than 15 days after receipt

MYS MANAGEMENT SERVICES

Burton Grad Associates, Inc.
101 Post Road East
Westport, Connecticut 06880
Attention: Mr. Burton Grad

Invoice #: 118
Date: August 27, 1999
Project: Blackbaud

Reference: Verbal agreements in August, 1999
Activity: Brief study of Blackbaud development and customer service operations via interviews

INVOICE

CONSULTING SERVICES

<u>Dates</u>	<u>Hours</u>
08/16 - 08/18/99	2.0
08/19/99	7.0
08/21 - 08/22/99	9.0

TOTAL HOURS 18.0

TOTAL SERVICES: 18.0 hours @ \$1500/8 hours \$3,375.00

EXPENSES

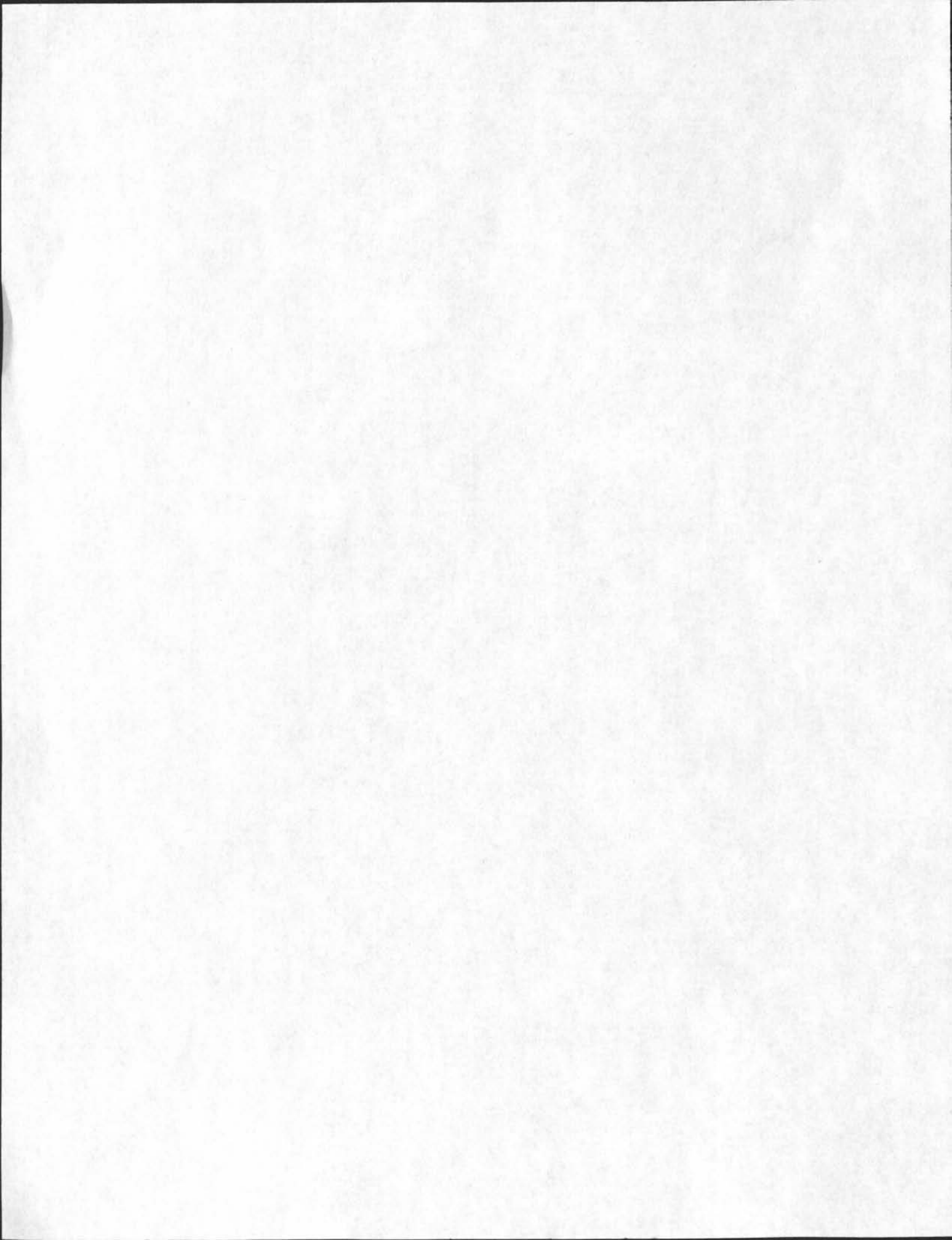
08/18:	air fare to Charleston & return	840.40
	taxis	55.00
	hotel room	98.84
	tips	3.00
	meals	19.00
08/19:	meals	30.00
	taxis	70.00

TOTAL EXPENSES \$1,116.24

TOTAL INVOICE (SERVICES & EXPENSES): \$4,491.24

Note: Please make check payable to MYS Management Services. Thank you.

INV118



BG

BURTON GRAD ASSOCIATES, INC.
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Date: August 25, 1999
To: John Carroll
From: Burton Grad
Subject: Blackbaud Technical Due Diligence

Enclosed is the BGAI technical due diligence report on Blackbaud.

Within the limited time available, BGAI has drawn the following net conclusions:

1. The current products appear to be technically satisfactory and well maintained.
2. The new RE 7.0 product reflects a new architecture which will provide improved Web connections for potential future offerings; however, this is not a unique technical achievement.
3. Development of RE 7.0 appears to be on schedule for 6/00 release with SQL Anywhere from Sybase (over 95% of their current customers use this data base embedded in all of Blackbaud's delivered products).
4. There is no evidence that Blackbaud can readily enter new markets with its current products, technologies or development staff.

Please let me know if there are other questions you wish BGAI to pursue. Call Sid, Marty or me if you wish to explore any of the items further.

BG:5112

Enclosures

Report Letter

Appendices A-1, A-2 and A-3: Personal Profiles

Appendix B: Information Request List

Appendix C: Silberberg report on development and customer service

Appendix D: Dunayer report on technical findings

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August 25, 1999

Mr. Michael Balmuth
Summit Partners
600 Atlantic Avenue
Suite 2800
Boston, MA 02310

Dear Michael:

Burton Grad Associates, Inc. (BGAI) has completed its technical due diligence review of the programs and programming plans of Blackbaud, Inc. as requested by Summit Partners (Summit) in conjunction with Summit's analysis to determine if it wishes to make a substantial financial investment in Blackbaud.

Blackbaud is the leading provider of fund raising and accounting software to those non-profit organizations which are involved in fund raising activities. Blackbaud has reached this position both through internal growth and through multiple acquisitions (typically of companies with relatively small customer bases but one with a very large customer base).

Blackbaud is currently involved in a large-scale, long-term effort to rearchitect, redesign, rebuild and test a complete new fund raising system, to be called Raiser's Edge 7.0. This is intended to provide a new generation set of fund raising products which can function effectively in client or server application environments or in a web-based network environment. Blackbaud also intends to rebuild its accounting programs using this object oriented development approach.

Marty Silberberg visited Blackbaud's Charleston, SC development center and met with Lou Attanasi, VP of Product Development, as well as with Jerry Zink, VP of Customer Support and Services. Sid Dunayer reviewed (off-site) selected programs from Blackbaud (RE 7.0, RE 6.x and Accounting 6.x).

Appendices A-1, A-2 and A-3 are the biographies for Burton Grad, Martin Silberberg and Sid Dunayer. The checklist used for the reviews is in Appendix B. Silberberg's report is Appendix C. Dunayer's report is Appendix D.

The following is a summary of Silberberg's and Dunayer's key findings, followed by BGAI's concerns, conclusions and recommendations:

Development Findings (Silberberg)

1. Blackbaud has a large well organized development organization focused on maintenance of the many existing programs (those developed by Blackbaud and those acquired from Master Software) along with a major new development effort for RE 7.0.
2. Blackbaud has a very detailed development schedule for RE 7.0, but only formally tracks progress on a monthly basis.
3. The development cycle seems quite long for the RE 7.0 project (18 months), but this is partly explained by the new architecture requiring the design and programming of a large number of objects as well as a lengthy beta test period.
4. There is strong emphasis on recruiting and training new programmers, but one should be concerned whether there are sufficient experienced technical staff to provide leadership for the new, object-oriented RE 7.0 development project.
5. Since there was no opportunity to meet any of the product development managers, we cannot draw any conclusions regarding management capability or depth. However, a number of these managers have been with the company for many years; this is normally a positive sign.

Customer Service Findings (Silberberg)

1. Customer Support is a very large organization, principally focused on responding rapidly to the high volume of calls received daily.
2. Response performance has been uneven with serious delays occurring when there are new releases; the acquisition of Master Software imposed a serious burden which affected customer satisfaction.
3. There are relatively few true technical problems with the products and most of these are not of critical or high severity.
4. Training appears to have a good reputation with customers, but documentation (now a development responsibility) is less well-received.

Technical Findings (Dunayer)

Dunayer examined Blackbaud's programs for RE 7.0 to determine if the new architecture is sound, whether their programming of objects in VB is professional and whether the new programs will be robust, maintainable and sufficiently extendable.

1. The new RE 7.0 product (32-bit, object-oriented, Web-enabled) is well along in its implementation cycle, and the target dates of Beta Test entry in January 2000 and release in June 2000 seem achievable with the current and planned staffing.
2. The RE 7.0 architecture is completely Microsoft-centric, using Visual Basic as a development language, COM/DCOM for object definition and Windows 95/98/NT as the only operating system platforms.
3. The programs have detailed design specifications and internal systems documentation, but they lack comments and copyright statements in the source code.
4. The coding, even for the new RE 7.0, appears to have been produced by relatively inexperienced programmers.

BGAI Concerns

Let's assume that Blackbaud has established a workable new architecture for RE 7.0 and that the new objects are being written effectively using Visual Basic and that the resulting programs will run efficiently in a two tier (applications on the client and database on a server) or three tier (client/application server/db server) or on a Web-based (thin client, application server, Web db) architecture.

A serious question which still remains is whether Blackbaud's locking Raiser's Edge into an exclusively Microsoft world will significantly limit future growth either in its present fund raising marketplace or for other potential future marketplaces for the Accounting and Education programs.

Many organizations want the flexibility to be able to choose which platforms they want to use and are uncomfortable about being restricted to a Windows-only environment. Many organizations expect the application programs to which they are committing themselves to be written in a language which is portable (like Java), for multiple operating systems (NT and Unix) and using objects which are not Microsoft only (CORBA in addition to COM/DCOM).

Since the final results of the US government suit against Microsoft may not be known for some time, this makes prospects even more concerned about whether Microsoft can continue to dominate the client operating system marketplace and whether NT can become the leading server operating system and what Microsoft's role will be in the Internet/Web/browser world.

It may well be that the fund raising market will be satisfied to keep buying Visual Basic/NT/COM built applications, but ignoring the Unix (and even the AS400) markets may limit the new opportunities for Blackbaud in other market segments and, hence, reduce its future revenue growth and profitability.

Another area of concern is the lack of broad experience in Blackbaud's technical management. This appears to be a team of loyal, responsible people who have been "home grown" and show some lack of professional knowledge of common practices. Because these managers have worked together for a fairly long time, much is left to oral communication and certain good planning and control practices as well as programming standards are not observed. Lack of copyrights and comments in the source code are examples of this inexperience. The code also shows the results of local recruiting and training versus the potential improvement from more senior programming skills.

This is of further concern since the staff sizes for development and customer support seem bloated (and future recruiting will make them more so). Although Blackbaud is realizing very high profit margins, the staff imbalance raises concerns about what would happen in a more competitive marketplace and whether the Blackbaud "culture" would respond well to a more structured professional management style.

Conclusions and Recommendations

1. Blackbaud appears to have a competent development organization capable of effectively supporting its current long list of available products.
2. Blackbaud is making good progress in developing an object-oriented, web-enabled new fund raising application system (RE 7.0). Their current schedule of 6/00 appears achievable with the current staffing levels.
3. Blackbaud should be able to apply the technical lessons it has learned with RE 7.0 to produce Accounting 7.0 with somewhat less effort and time than needed for RE 7.0.
4. Blackbaud's plans to sharply increase the size of its development staff seems to be overkill; the company should concentrate on terminating the previously acquired Master Software programs (planned for June 2000) and reducing the documentation and QA organizations to more reasonable levels.

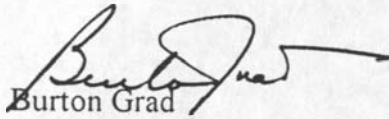
Mr. Michael Balmuth
Page 5
August 25, 1999

BURTON GRAD ASSOCIATES, INC.

The technical due diligence study has identified a few significant issues and concerns which should cause Summit to raise a caution flag regarding whether the planned price to be paid for Blackbaud is justified by its future growth potential and investment market attractiveness.

BGAI recommends that Summit proceed with its potential investment plans subject to its other due diligence analysis with no red flags from the technical due diligence study as regards its current programs and its RE 7.0 development plans.

Sincerely,


Burton Grad

Enclosures
BG:5111
cc: John Carroll

Information Request List

A. Development

1. Organization and training of development people
2. Development methodology
3. Scheduled enhancements/customer commitments
4. Current maintenance activities
5. Current development activities
6. Testing and quality assurance procedures
7. Effort and cost records for development
8. Program update procedures
9. Installation procedures
10. Availability and procedures for international usability and service
11. Use of third party developers
12. Detailed review of schedule and progress for new program completion

B. Technical Review

1. Supported platforms and systems for the technologies
2. Major features of the technologies:
 - functions performed
 - ease of installation and use
 - maintainability
 - audits and controls
 - security
3. Development languages and special tools used
4. Number of modules per program and lines of code
5. Provenance of all program modules (where did design and code come from)
6. Inclusion of proprietary notices in source and object modules, both current and previous versions
7. Method of change control
8. Volume and magnitude of change history
9. Architecture of the programs
10. Internal system documentation level and updates
11. Documentation of specifications and design
12. Prerequisites for running the programs
13. Examination of source code
14. Review of usage/demo of operational code
15. Unit and system test cases
16. Y2K compatibility

C. Customer Service and Support

1. Customer expectations for support
2. Outstanding customer problems
3. Past year history of problems and time to resolve
4. Statistics and reports on service reliability and support requirements
5. Any customer satisfaction surveys or data
6. Customer base, growth and erosion
7. Customer Service Calls
 - a. Volume and type (technical, operational)
8. Any open technical or service issues ?
9. Use of Customer Service support systems
10. Contracting/charging arrangements
11. Coverage
 - a. Hours of operation
 - b. Access methods (telephone, fax, E-mail, Web)
12. Customer Training
13. Consulting Services

Blackbaud Assessment – Development and Customer Support

by Martin Y. Silberberg
8/22/99

SUMMARY

This report is based on (a) my meetings on August 19, 1999 with Louis Attanasi, VP Product Development, and Jerry Zink, VP Customer Support, at Blackbaud's offices in Charleston, South Carolina and (b) extensive documentation that they provided. Both Lou and Jerry were very cooperative and responsive. I was impressed by their open and professional attitude and the quality of their operations as reflected in the documentation they provided. A description of that documentation can be found in Attachment A.

It appears that Blackbaud has made significant enhancements to its development and customer support operations over the past three to four years. This has been in response to and recognition of the company's growth in both its customer base and staff. There appears to be continuing focus on product quality and customer satisfaction. This should result in continued growth and good acceptance of their planned offerings.

I would, of course, have liked the opportunity to meet with members of Lou's and Jerry's departments to confirm my good impressions, but that was not part of the approved review plan. Based on my meetings, the documents provided and some brief observations as I walked through the department office areas, I believe that both development and support are quality operations with very competent leadership at the VP level. I found nothing that would cause Summit to question a decision to acquire Blackbaud as a key provider of products for the nonprofit sectors.

Specific information per our check lists is provided in the sections that follow.

PRODUCT DEVELOPMENT

Current Development Projects and Maintenance Activities

Development currently is focused primarily on the 7.0 versions of "The Raiser's Edge" (RE) and "Accounting for Nonprofits" (Accounting). In both cases the functional objectives are: enhanced usability, additional features, extensibility (some ability for customers to customize) and Web enabling. A key design objective has been to allow the core program modules to be used in all environments (single-user, LAN and Web) and to run on a variety of platforms. Note that some one-third of Blackbaud's customers are in the single user category.

The Web environments would of course be found among the large, multi-user customers; e.g. UNICEF. Key functional objectives for them would be: (a) easier administration through consolidation of data bases on one server and (b) access to information from remote sites. Some Web-oriented capability exists in the current 6.x version of RE, but it is limited. It is provided free of additional charge. There will be a charge for the Web modules in version 7.0.

RE 7.0 is a complete redesign and rewrite of the program and little, if any, of the version 6.x code, which is five years old, has been used. The major challenge has been the new technical architecture and design to achieve the multi-environment objectives noted above. Lou Attanasi is confident about entering beta test in January and releasing the product in June, 2000.

Beta test will run for about five months; some 100 U.S. customers and 15 U.K. customers will be selected to participate. The June release will only support Sybase. Support for Oracle and other database programs will follow about six months later. Lou said that this is not an issue because most (98%) of the customers are not committed to any particular database product. Those who are, e.g. to Oracle, know that support will be coming and are prepared to wait.

The architecture and design solutions for RE 7.0 will apply to Accounting 7.0 as well. It currently is in the functional design phase and is targeted for release 4Q2000.

In addition to these major products, Blackbaud continues to provide enhancements and maintenance for the prior versions of all of its 18 products and delivers one or two releases of each per year. They rarely discontinue support; e.g. 600 customers using an early DOS version of a school program are still being supported. And they have only recently announced plans to end support for the packages acquired from Master Software three years ago. At that time they acquired about 5,000 customers; half are still on the old programs. In general, Blackbaud's policy is to encourage, but not pressure, migration to the newest releases and versions. Note that of the 47 programmer headcount in the RE/School Products area, 30 are allocated to new development and 17 to maintenance.

Organization and Training of Development People

Development is organized as shown in Attachment B. The information was obtained in discussion with Lou using the "Product Development" presentation noted in Attachment A as a guide.

Within each programming group, the staff is organized into product-related teams that are responsible for the new versions of these products and the releases and maintenance for the existing versions. The team spirit is fostered.

Core Technologies is responsible for identifying platforms, technologies, tools and databases that should be used by the product teams.

Product Direction is a new group and is responsible for managing the product development life cycles for the programs, tracking schedules and ensuring communication within Product Development.

Multi-media is also a recent addition to Product Development; it formally was in Customer Support. Its mission is to develop CBT programs for use by customers and in Blackbaud's classes. They work closely with Customer Service, which is responsible for conducting customer education.

Documentation was in Customer Support until two years ago. And QA was a separate function until recently. Lou discussed the pros and cons of separate vs integrated QA. He clearly recognizes his responsibility to maintain an atmosphere of constructive contention.

Product Development grew rapidly in 1997 and 1998, partly through the addition of the new missions noted above, partly through transfers from other departments in the company and through aggressive recruiting. They went from about 75 people in 1997 to the current 170, and anticipate being at about 225 in the year 2000. This seems high, but may be justified by the emphasis on adherence to the development disciplines. I did not pursue this question with Lou.

There is also some possibility of Blackbaud going into consulting services for 7.0. If they do, the mission will be in Product Development. Lou said that a decision is targeted for next month.

Lou did not have a specific figure but said that turnover is very low; most people who leave do so in the first year, usually after realizing that development is not for them.

Potential hires are given personality and qualification/skill tests designed by Blackbaud. Potential hires with experience are tested for logic and problem solving skills. All new hires attend a new-employee orientation conducted by Human Resources. New hires without programming background then go through a twelve week training course designed by Blackbaud. About 75% (35 people in all) of such new hires over the past two years have passed the exams given during and at the end of this training. Blackbaud reserves the right to fire anyone who does not pass. After training has been successfully completed, the people are assigned to work with a mentor in a development team where they get on-the-job experience and training.

New hires are evaluated after three months, again after six months and at six month intervals thereafter. All staff are evaluated every six months; salary reviews are annual.

Everyone except the managers has a brief position description and has specific performance goals for each six-month period that are consistent with the descriptions. Lou agreed with the observation that the managers should have position descriptions as well. He expressed confidence that all his managers knew their mission responsibilities and noted that he has frequent personal communication with them.

Copies of a sample position description and performance review were provided and are noted in Attachment A.

New managers are required to attend management training. All managers attend sessions organized and conducted by HR on such topics as sexual harassment, etc.

Development Methodology

Lou said that all versions and releases go through the development cycle shown in Attachment C. This information is taken from a document entitled "The Blackbaud Product Development Lifecycle" which was provided by Lou and is noted and described in Attachment A. Other documents described in Attachment A demonstrate the application of the methodology and discipline to a variety of programs. Lou had gathered many of these for the on-site visit and readily provided additional documents in response to requests.

There are guidelines for programmers and for the quality assurance people as well that Lou said are monitored by the managers and followed rather consistently. Note the document on "Testing Guidelines - Tips for Unit Testing Software" described in Attachment A. Unit testing is primarily a developer responsibility; QA does system testing. Other documents listed in Attachment A illustrate other aspects of the product development cycle.

Scheduled Enhancements/Customer Commitments

According to Lou, there are no commitments to either current customers or prospects regarding version 7.0. Statements of direction have been given to certain prospects, but no schedules. It is important to recognize that Blackbaud seems to feel no pressure to provide new products from either competition or customer demands.

Effort and Cost Records for Development

Lou said that time records of people's activities are kept to facilitate future estimating, but cost as such is not tracked.

International Usability and Service

For Blackbaud, these relate primarily to procedures and terminology used in the U.K. nonprofit sectors. These requirements are already addressed in the 6.x versions of the products.

Use of Third-Party Developers/Code

Aside from the databases previously noted, the only third-party code that will be used in 7.0 is for a mailing module which is quite minor. They do not use third-party programmers.

Other Items

All other relevant items/topics on the checklist have been covered above.

CUSTOMER SUPPORT

Organization

Customer Support is organized as shown in Attachment D. CS is responsible for product support, education and technical support /consulting. The latter provides help with data conversion, system set-up and application implementation. Blackbaud offers packages of such services at defined fees or per-diem consulting at \$1,500 per consultant-day. This is the first full year of fund-raising system consulting. The revenue target for 1999 is \$1.2 million; they were at \$0.9 million by midyear. They do not have a stated target for accounting system consulting but were at \$250K at midyear. Depending on their skills, CS staff are able to participate in all facets of the CS mission.

About half of the new CS hires are entry level people with a wide variety of backgrounds. They receive entry level training using the Blackbaud CBT offerings and on-the-job training. Specific performance goals/job objectives are defined for the new people at the time of hire, at three months and at six month intervals and thereafter. Jerry Zink said that they aim to retain over 80% of their new hires and currently are achieving that. CS had to hire and train many new people when Blackbaud acquired Master Software. About half of the new customers acquired at that time, about 5,000, have since converted to Blackbaud products.

Jerry emphasized that there is a lot of enthusiasm in CS, and indeed throughout the company, because they are working with customers in the nonprofit sectors. The company motto is "helping you to make the world better" and is found on every office door.

Customer Expectations for Support

Blackbaud's commitments for support are defined in detail in its "Customer Support Guide." The basic contract provides unlimited support from 0830 to 2000 Eastern Time, Monday through Friday, excluding specific holidays. The cost is 20% per year of the product purchase fee. Premium support, which includes extended hours and priority attention, is available for a 30% charge.

The document states the response time goals for both calls and e-mail messages. It also states that the goal is to resolve and close 40% of cases on the first call and 80% of all cases within 48 hours. The remaining 20% will be resolved as soon as possible. Given the type and use environments of Blackbaud's products, these seem quite reasonable support objectives.

The support contract also provides unlimited access to support via the Internet, delivery of updates and enhancements, participation in user/discussion groups, monthly product tip bulletins and discounted training prices.

CS Performance Measurements

Two key measures of CS performance/achievement are the 94% retention rate of customers electing maintenance and customer satisfaction survey results showing 80% put Blackbaud products and support in the good/excellent range for most criteria. Training and documentation ratings are not as good and appear to warrant attention; only about 60% of the customers rate these in the good/excellent range.

Over the past three quarters, CS has gotten approximately 1300 calls on average per day. The internal goal is to close 60% of the cases in the first call; they are achieving that. Another goal, as noted above, is to close 80% of the cases within 48 hours; they are approximately at 75% overall.

Approximately 98% of the calls are in the problem category (software function is normal but customer has a question or is getting an error), suggestion category or noncritical/question category. Only about 2% are on the client emergency/critical categories. I did not obtain aging information on solution time for these cases.

It is not clear whether the high volume of problem/question calls relates to lack of customer skills, the responsiveness of the CS staff (making a call the quick route to an answer) or the quality of the training/documentation. However the customer satisfaction rating on training/documentation suggests that this question should be pursued further.

Customer Training

Training is classroom style primarily and is conducted in Charleston and 33 other cities in the U.S. and Canada. Classes range from 1 to 5 days. There are up to 20 students per class, each with a computer. Other options are training at the customer site, CBT, video and Web-based training.

User Groups

CS also has responsibility for communication with user groups. There are 65 such groups in the U.S. They provide a valuable source of information on product performance and requirements.

Attachment A - Documentation Provided

DEVELOPMENT

"Product Development" -- 16 pages; provides an executive-level overview of the organization's structure, mission and procedures; prepared by Lou Attanasi; presented recently to Summit executives?

"The Blackbaud Product Development Lifecycle" -- 11 pages; describes the development process phases and the roles of various groups in the process; last updated 2/18/99

"Testing Guidelines - Tips for Unit Testing Software" -- 57 pages; provides detailed guidance on this first level of product testing; current

"Quality Assurance Lifecycle Overview" -- 2 pages; describes the processes followed for design testing, functional testing, integration and systems testing and production (after release) testing; current

"RE 7.0 Functional Specifications -Event Management Module" -- 144 pages; describes the function and design specifications for this specific module; current

"Accounting for Nonprofits - Software Design - Proposed Functionality for Accounts Payable 7.0" --1 page; document prepared during functional design of this module; current

"AFN Version 7.0 - Software Design - Multiple Company Scope & Features" -- 4 pages; document prepared to describe functional design of this module for 7.0; current

"Accounting for Nonprofits - Software Design - Proposed General Ledger 7.0 Functionality -- 10 pages; document prepared during functional design for this module; current

"Student Billing 7.0 - utility process; Promote Students" -- 13 pages; describes functional specifications for this module; current

"The Raiser's Edge For Windows 7.0 - Master Test Plan" -- 7 pages; describes the purpose, scope, quality objectives, functional areas, risks/contingencies and approach for this test plan; current

"The Raiser's Edge For Windows 7.0 - Test Plan-Funds" -- 3 pages; describes the test plan for this module; current

"Raiser's Edge For Windows 7.0 - Test Case (1) Funds" -- 6 pages; describes one specific test scenario; current

"The Raiser's Edge For Windows 7.0 - Checklist (1) Funds" -- 2 pages; shows the QA checklist for this module; current

"Documentation Plan for RE 7.0 - Installation Guide" -- 17 pages; outlines the plan for an installation guide for all users covering pre-installation considerations, installation instructions and troubleshooting information; current

"Quality Assurance Release Report For Accounting for Nonprofits v6.20" -- 29 pages; describes in detail the results of QA's test of this product and current status as of May 1, 1999; dated May 1, 1999

"Installation Guide" -- copyright 1999; 35 pages; provides installation instructions for several modules

"User's Guide - Query" -- current draft version of the user's guide for this tool for RE; 48 pages

"Raiser's Edge for Windows - User's Guide" -- 592 pages; current publication for RE; copyright 1999

"Year 2000 Readiness Disclosure and Product Guide" -- 18 pages; provides information about the Y2K issue and Blackbaud's strategy/position relative to it; copyright 1999

"1999 Documentation Job Descriptions" -- 1 page; summary of job descriptions for this group; current

"Performance Review for 'X'" -- 4 pages; shows assessment of prior period accomplishments versus goals and defines goals for the coming period; dated 8/19/99

CUSTOMER SERVICE

Documentation for CS was provided in a looseleaf binder with multiple sections plus other documents. The material in the binder covers the following topics in detail:

- Hotline Statistics
- Call and Case Statistics
- Customer Satisfaction Survey
- Staff Breakdown & Head Count Ratio Report
- Root Cause Analysis January-July 1999
- Real-Time Documentation
- Maintenance Program Options
- AFN Consulting Services
- Fund Raising Consulting Services
- Customer Support Management Presentation May 1999

Other documents are as follows:

"Customer Support Guide" -- 21 pages; gives customers information on Blackbaud's support offerings and objectives; current

"Fund-Raising System Consulting" -- folder, outlines the services available and related costs; current

"Training Solutions" -- 41 pages; describes training options and courses for customers, related fees and schedules/locations; current

"User Group Handbook" -- 23 pages; tells customers about user groups and how they function, provides sample agendas and other supportive material; current

Workbook for The Raiser's Edge for Windows Advanced Class with Crystal Reports; current

"The User's Edge" -- sample of customer newsletter dated August 1999; vol. 3 no.8

"Goals/Objectives for Customer Support Analyst" -- 3 pages; describes specific performance goals for new hire when first hired, at 3 months and at six months; current

Attachment B - Product Development Organization

Vice President – Lou Attanasi (170 employees total)

Fund-raising & School Products (76 employees)

Design
Production
Quality Assurance
Documentation
Internet Technology

Accounting Products (72 employees)

Design
Production
Quality Assurance
Documentation

Core Technologies (9 employees)

Product Direction (3 employees)

Multi-Media (9 employees)

The staff breakdown by function is:

Development	65 people	39%
Documentation	31 people	18%
Quality Assurance	31 people	18%
Design	22 people	13%
Core Technologies	9 people	5%
Multimedia	9 people	5%
Product Direction	3 people	2%

Attachment C - Product Development Life Cycle

<u>Phase</u>	<u>Primary Responsibility</u>
Product Idea, Scope & Direction	Executive Committee, Research Group
Functional Design	Product Design Group, Advisory Panel
Technical Design	Development Group, Core Technologies Group
Product Development	Development Group, Core Technologies Group
Documentation/User Education/Multimedia	Documentation Group, Multimedia Group
Quality Assurance	Quality Assurance Group
Rollout	Product Direction, All
Post Release	All

Attachment D - Customer Service Organization

Vice President – Jerry Zink (220 employees total)

Fund-raising Support (125 employees)

Raiser's Edge Support

Fund-Master Support

Fund-Raising Support Services

School Administration Support (15 employees)

Accounting for Nonprofits Support (47 employees)

Technical Support (14 employees)

Support Education (3 employees)

Support Operations (15 employees)

The staff breakdown by function is:

Training/Phone Support	167 people	76%
Telephone Support/Installations	11 people	5%
Consultants	12 people	5%
Support Operations	15 people	7%
Management/Other	15 people	7%

Technical Review of Blackbaud, Inc.

by Sid Dunayer, 8/22/99

The following comments reflect impressions and data gathered during a phone conversation with Louis Attanasi on August 20, 1999 and by a review of selected source code modules supplied by Blackbaud. In addition, several demos were downloaded from the Blackbaud Web site. I tested each of them to get a feel for how each product worked.

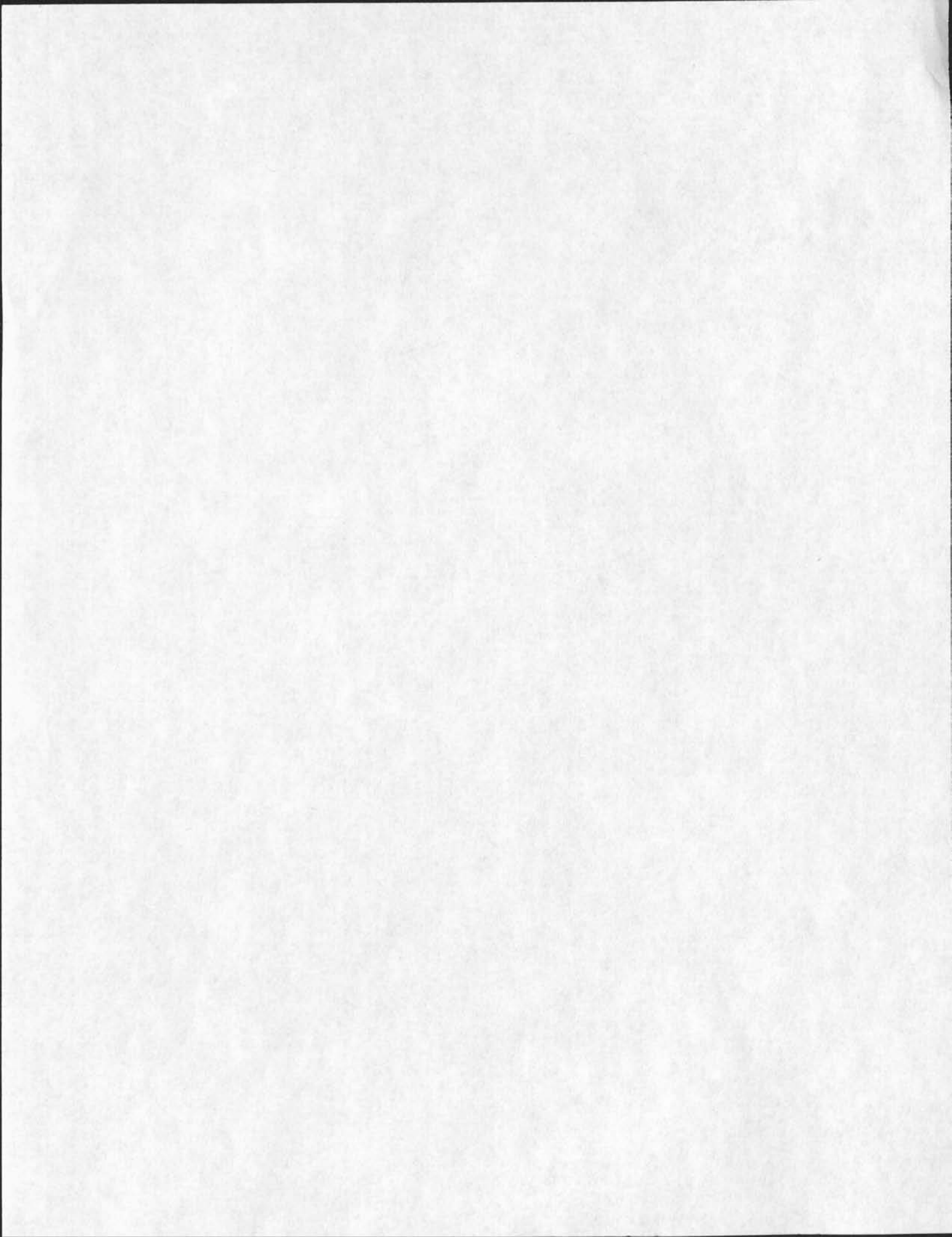
Technical Review

- The Raiser's Edge V6 and the school administration product are 16-bit programs and can run on any Windows platform. The Raiser's Edge V7 and the Accounting products are 32-bit programs and will only run on Windows 95/98/NT.
- All products are written primarily in Microsoft Visual Basic. There are a small number of modules that are written in Microsoft C++. In addition, the Raiser's Edge V7 uses some libraries licensed from Satori Software.
- Blackbaud was unable to provide details or estimates on the number of program modules and lines of code.
- Blackbaud represents that all programs were written in-house. There was no evidence in the reviewed source code to indicate that this was not the case.
- While there is a copyright notice in the executable code, there were no copyright notices in any of the source code modules. Blackbaud seemed unaware of the necessity of including such notices in the source.
- Change control is done using Microsoft Visual Source Safe.
- Blackbaud does not track the volume and magnitude of change history. While they can tell you some details as to number of bugs and enhancements, they apparently do not track the effort required for the bug fixes and enhancements.
- The Raiser's Edge V7 is designed to make use of Microsoft's COM/DCOM architecture. They anticipate that this will be the direction for all of their products.
- Blackbaud indicates that they have considerable internal system documentation and detailed design specs.
- There are no special prerequisites for running any of the programs, other than the fact that they only run under Windows.

- The demo programs provided a good view of the various screens and functionality in each product. While I found some of the screens overwhelming at times, overall the products looked complete and followed industry accepted techniques for user interface design.
- Blackbaud states that they have extensive test plans and test case libraries, but these were not examined.
- Blackbaud represents that all programs are Y2K compliant.

Observations

- There are no copyright notices in any of the source code modules reviewed. In addition, there are almost no comments in any of the source code. This is troubling as professional programmers know the need for copyright notices. Comments are an important way for a programmer to express information that may be needed by other programmers in the future when maintenance and upgrades are required. While I might expect to see a lack of copyrights and comments in older code, their absence from the new V7 code is disturbing.
- While the code is fairly well structured and follows some form of standards, much of what I reviewed appears to have been written by less experienced programmers. The code was readable, but not easily understandable. While object oriented techniques can provide a benefit in internal extensibility, the overuse of objects internally can make the code intimidating for newer programmers and increase the development life cycle.
- Blackbaud provides both a Web browser user interface, as well as a traditional user interface. While both interfaces were developed separately, they operate in a similar fashion.
- Blackbaud has decided to follow the Microsoft philosophy entirely. The use of Visual Basic and COM/DCOM limits them to the Windows marketplace only. Furthermore, by not supporting such industry standards as CORBA, they limit their ability to make use of object components created by others.
- Given that the RE V7 code is a complete rewrite of the product, I do not understand why Blackbaud continues to make use of Visual Basic as a programming language. Clearly, the use of other tools and languages, such as JAVA, would provide portability to other operating environments, like UNIX and the AS/400. This would also enable Blackbaud to create a common user interface that would work in both the browser and non-browser based environments.
- I saw no real evidence that the new RE V7 code provides any facilities for the user to customize various text strings or screens. In fact, I found many hard coded text strings in the code I reviewed. This might also be problematic if national language versions of the products are needed.



Items to Review

~~SSS/BA~~
Summit/BB

8/19/99

per Maaty S.

Denise

- good job in devel + cont suppt
- well run co.
- 7.0 is a total rewrite of 6.0 for RE
- Monday > 1pm for MS for phone

- no schedules or project plans? ^{7.0}
- consultants helped to produce current development process
- what evidence is there of their ability
 - to plan and meet schedules?
 - to plan and ^{stay within} meet ~~resource~~ effort levels?
 - to plan and meet quality objectives?
 - to plan and meet cost objectives
 - to plan and meet performance & functional goals
- what evidence is there of program quality on previous programs
- list of programs - enhancement plans
- Maintenance of acquired programs
- Appendices for full report
 - org chart
 - development process
 - acq. history?
- Expansion directions -
 - international / English + non-English
 - for profit accounting
 - Associations

n 20 people
on 7.0
\$2M
skunked
sy base

914
31
914

- assignment of personnel to RE 7.0
- level of new development for Acctg 6.x
- level of new devel for Acctg 7.0 6 or 7
- Is Inhl strictly English?
- Enhance Web offerings -

Web Services - host data

- prospect research
- on-line donations

as of 7/29 - RE - 114 open bugs - ⁷critical - ²⁰high - ⁴⁰med

Acctg - 66 32 5 12



Helping You Make The World A Better Place

FACSIMILE TRANSMITTAL SHEET

TO: BURT GRAD FROM: LOU ATTANASI

DATE: 8/23/99 TOTAL NO. OF PAGES (INCLUDING COVER): 5

FAX NUMBER: 413-243-4578

PHONE NUMBER: 413-243-4578

RE: RE 7.0 DEVELOPMENT SCHEDULE

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

THIS IS NOT ENTIRELY UP TO DATE, BUT IT WILL GIVE YOU SOME SENSE OF HOW & WHAT WE SCHEDULE, & APPROXIMATELY WHERE WE ARE.

- Joel

4401 Belle Oaks Drive • Charleston, SC 29405-8530
 843-740-5400 • Sales: 800-443-9441 • Customer Support: 800-468-8996 • Fax: 843-740-5412
 Web Site: <http://www.blackbaud.com>

CHARLESTON • GLASGOW • SYDNEY

Raiser's Edge 7.0 Development

ID	th	Task Name	Duration	Start	Finish	Preced % Com	Resource In	Resource Names	
1		Raiser's Edge 7.0	355.06 days	Tue 9/1/98	Wed 1/12/00	48%			
2		Beta 1	355.06 days	Tue 9/1/98	Wed 1/12/00	48%			
3		Shell	52 days	Thu 7/1/99	Mon 9/13/99	26%	SS	Shaun Sullivan	
4	th	Shell Development	60 days	Thu 7/1/99	Thu 9/9/99	40%	SS	Shaun Sullivan	
5		User Options	2 wks	Mon 8/16/99	Fri 8/27/99	65	10%	LK	Liz Kuter
6	th	Calendar	4 wks	Mon 8/16/99	Mon 9/13/99	0%		JH	John Holder
7		Configuration	235 days	Mon 11/9/98	Fri 10/1/99	67%			
8	✓	Configuration Development	80 days	Mon 11/9/98	Mon 2/8/99	100%	BZ	Bryan Zetrouer	
9	✓	Configuration Testing	2 days	Tue 2/9/99	Wed 2/10/99	100%	BZ	Bryan Zetrouer	
10	th	Configuration Reports	8 wks	Mon 8/23/99	Fri 10/1/99	0%	SB	Stephen Brewer	
11		Records	293.06 days	Tue 9/1/98	Fri 10/16/99	81%			
12	th	Gifts	280 days	Tue 9/1/98	Mon 8/27/99	75%	BL	Ben Lambert	
13	th	Constituents	248 days	Fri 9/11/98	Tue 8/24/99	80%	LM	Larry Mishkin	
14	✓	Appeals	14 days	Mon 2/15/99	Thu 3/4/99	100%	LK	Liz Kuter	
16	✓	Notes	2 days	Wed 10/21/98	Fri 10/23/98	100%	LM	Larry Mishkin	
16		Campaign, Funds and Appeals	156 days	Mon 1/4/99	Mon 8/9/99	91%			
17	✓	CFA Development	120 days	Mon 1/4/99	Mon 8/21/99	100%	CH	Clyde Hammond	
18	✓	CFA Testing	20 days	Tue 6/22/99	Mon 7/26/99	17	100%	CH	Clyde Hammond
19	th	CFA Defects / REWIN Training	4 wks	Tue 7/13/99	Mon 8/9/99	30%	SB	Stephen Brewer	
20		Actions	143 days	Mon 3/8/99	Wed 8/22/99	87%			
21	✓	Actions Development	120 days	Mon 3/8/99	Fri 8/20/99	100%	LK	Liz Kuter	
22	✓	Actions Testing	5 days	Mon 8/23/99	Fri 8/27/99	21	100%	LK	Liz Kuter
23		Action Tracks	30 days	Tue 8/10/99	Mon 9/20/99	40%	BG	Byron Glueck	
24		Action Tracks Testing	2 days	Tue 9/21/99	Wed 9/22/99	23	0%	BG	Byron Glueck
25		Relations	148 days	Mon 2/8/99	Wed 8/1/99	74%	LM	Larry Mishkin	
26	th	Relations Development	135 days	Mon 2/8/99	Mon 8/18/99	80%	LM	Larry Mishkin	
27		Relations Testing	10 days	Tue 8/17/99	Mon 8/30/99	26	0%	LM	Larry Mishkin
28		Relations Walkthrough	1 day	Tue 8/31/99	Tue 8/31/99	27	0%	BW	Bill Walsh
28		Relations Rework	1 day	Wed 9/1/99	Wed 9/1/99	28	0%	LM	Larry Mishkin
30		Solicitors	37 days	Wed 8/25/99	Thu 10/14/99	0%	LM	Larry Mishkin(0%)	
31	th	Solicitors Development	6 wks	Wed 8/25/99	Tue 9/28/99	0%	LM	Larry Mishkin	
32		Solicitors Testing	7 days	Wed 9/29/99	Thu 10/7/99	31	0%	LM	Larry Mishkin
33		Solicitors Walkthrough	1 day	Fri 10/8/99	Fri 10/8/99	32	0%		
34		Solicitors rework	4 days	Mon 10/11/99	Thu 10/14/99	33	0%	LM	Larry Mishkin
35		Honor/Memorial	36 days	Tue 6/15/99	Tue 6/3/99	97%	BG	Byron Glueck	
36	✓	Hon/Mem Development	6 wks	Tue 6/15/99	Mon 7/26/99	100%	BG	Byron Glueck	
37	✓	Hon/Mem testing	5 days	Tue 7/27/99	Mon 8/2/99	36	100%	BG	Byron Glueck
38		Hon/Mem Walkthrough	1 day	Tue 8/3/99	Tue 8/3/99	37	0%	BW	Bill Walsh
39	✓	Membership	128 days	Wed 2/10/99	Wed 8/4/99	100%	SN	Shane Norris	
40	✓	Membership Development	100 days	Wed 2/10/99	Tue 8/29/99	100%	SN	Shane Norris	
41	✓	Membership Testing	5 days	Wed 6/30/99	Tue 7/6/99	40	100%	SN	Shane Norris
42	✓	Membership Walkthrough	1 day	Wed 7/7/99	Wed 7/7/99	41	100%	BW	Bill Walsh
43	✓	Membership design rework	20 days	Thu 7/8/99	Wed 8/4/99	42	100%	SN	Shane Norris
44	✓	Media	10 days	Mon 2/1/99	Fri 2/12/99	100%	SN	Shane Norris	
45	✓	Volunteer	130 days	Mon 1/25/99	Fri 7/23/99	100%	BG	Byron Glueck	
46	✓	Volunteer development	110 days	Mon 1/25/99	Fri 6/25/99	100%	BG	Byron Glueck	
47	✓	Volunteer testing	5 days	Mon 8/28/99	Fri 7/2/99	45	100%	BG	Byron Glueck
48	✓	Volunteer walkthrough	0 wks	Fri 7/2/99	Fri 7/2/99	47	100%	BW	Bill Walsh
49	✓	Volunteer design rework	15 days	Mon 7/5/99	Fri 7/23/99	48	100%	BG	Byron Glueck
50		Prospect	44 days	Mon 8/16/99	Fri 10/15/99	0%	WM	Willy Mesa(6%)	
51	th	Prospect Development	6 wks	Mon 8/16/99	Mon 9/27/99	0%	WM	Willy Mesa	
52		Prospect testing	10 days	Mon 8/27/99	Mon 10/11/99	51	0%	WM	Willy Mesa
53		Prospect walkthrough	1 day	Mon 10/11/99	Tue 10/12/99	52	0%	BW	Bill Walsh
54		Prospect Rework	3 days	Tue 10/12/99	Fri 10/15/99	53	0%	WM	Willy Mesa
55		Event Management	266 days	Tue 9/1/98	Tue 9/7/99	96%	YG	Yodd Greene	
56	✓	Event development	145 days	Mon 12/14/98	Fri 7/2/99	100%	YG	Yodd Greene	
57	✓	Event testing	5 days	Mon 7/5/99	Fri 7/9/99	56	100%	YG	Yodd Greene
58	✓	Event tab on Constituent	7 days	Tue 7/6/99	Wed 7/14/99	100%	YG	Yodd Greene	
59	✓	Hook in Duplicate Search	1 day	Fri 7/23/99	Fri 7/23/99	100%	YG	Yodd Greene	
60	✓	Volunteer design change rework	3 days	Mon 8/2/99	Wed 8/4/99	100%	YG	Yodd Greene	
61	th	Sponsoring Pledge implementation	2 days	Wed 9/1/99	Thu 9/2/99	0%	YG	Yodd Greene	
62		Test Actions after implementation	2 days	Fri 9/3/99	Mon 9/6/99	61	0%	YG	Yodd Greene
63		Hook in Calendar	1 day	Tue 9/7/99	Tue 9/7/99	62	0%	YG	Yodd Greene
64		Hook in Ticker Report	1 day	Tue 9/7/98	Tue 9/1/98	0%	YG	Yodd Greene	
65	✓	Letter Menu	10 days	Mon 8/2/99	Fri 8/13/99	100%	LK	Liz Kuter(50%)	
66		Convert I to O	2 wks	Mon 8/30/99	Fri 9/10/99	5	0%	LK	Liz Kuter
67		Implement Sator and Accumal correction	1 wk	Tue 9/1/98	Mon 9/7/98	0%	MB	Mike Bentley	
68		Records Print options	4.8 days	Mon 8/30/99	Fri 9/3/99	5	0%	LK	Liz Kuter(0%)
69		Batch	182 days	Mon 3/22/99	Tue 11/30/99	60%	BZ	Bryan Zetrouer	
70	✓	Batch Gift fields	80 days	Mon 3/22/99	Fri 7/9/99	100%	BZ	Bryan Zetrouer	
71		Batch constituent fields	50 days	Mon 8/9/99	Fri 10/15/99	65	36%	BZ	Bryan Zetrouer
72		Batch Gift fields rework	1 wk	Mon 10/18/99	Fri 10/22/99	66	0%	BZ	Bryan Zetrouer
73		Batch Membership fields	9 days	Mon 10/25/99	Thu 11/4/99	67	0%	BZ	Bryan Zetrouer
74		Batch Reports	15 days	Fri 11/5/99	Thu 11/25/99	68	0%	BZ	Bryan Zetrouer
75		Batch testing	3 days	Fri 11/26/99	Tue 11/30/99	69	0%	BZ	Bryan Zetrouer
76		EFT	30 days	Tue 9/28/99	Mon 11/8/99	12	0%	BL	Ben Lambert
77		EFT Testing	1 wk	Tue 11/8/99	Mon 11/15/99	91	0%	BL	Ben Lambert
78		Query	324 days	Tue 9/1/98	Fri 11/26/99	37%			
79	✓	Query Core development	60 days	Tue 9/1/98	Mon 11/9/98	100%	PG	Paul Gibson	
80	th	Implement Query fields	92 days	Mon 7/12/99	Tue 11/16/99	5%	DC	David Cole	
81		Query testing	8 days	Wed 11/7/99	Fri 11/26/99	95	0%	DC	David Cole
82		Export	288 days	Tue 9/1/98	Fri 10/22/99	16%			
83	th	Export Development	12 wks	Mon 7/12/99	Fri 10/1/99	20%	PG	Paul Gibson	
84		Export testing	10 days	Mon 10/4/99	Fri 10/15/99	98	0%	PG	Paul Gibson
85		Export Walkthrough	1 day	Tue 9/7/98	Tue 9/1/98	0%	BW	Bill Walsh	
86		Export rework	1 wk	Mon 10/18/99	Fri 10/22/99	99	0%	PG	Paul Gibson
87		Mail	172 days	Thu 4/1/99	Fri 11/25/99	30%			
88	✓	Setup Project	10 days	Thu 4/1/99	Wed 4/14/99	100%	MB	Mike Bentley	
89	✓	Address Processing	20 days	Tue 4/13/99	Mon 5/10/99	103	100%	MB	Mike Bentley
90		US Satori integration	10 days	Mon 11/8/99	Fri 11/19/99	112	0%	MB	Mike Bentley

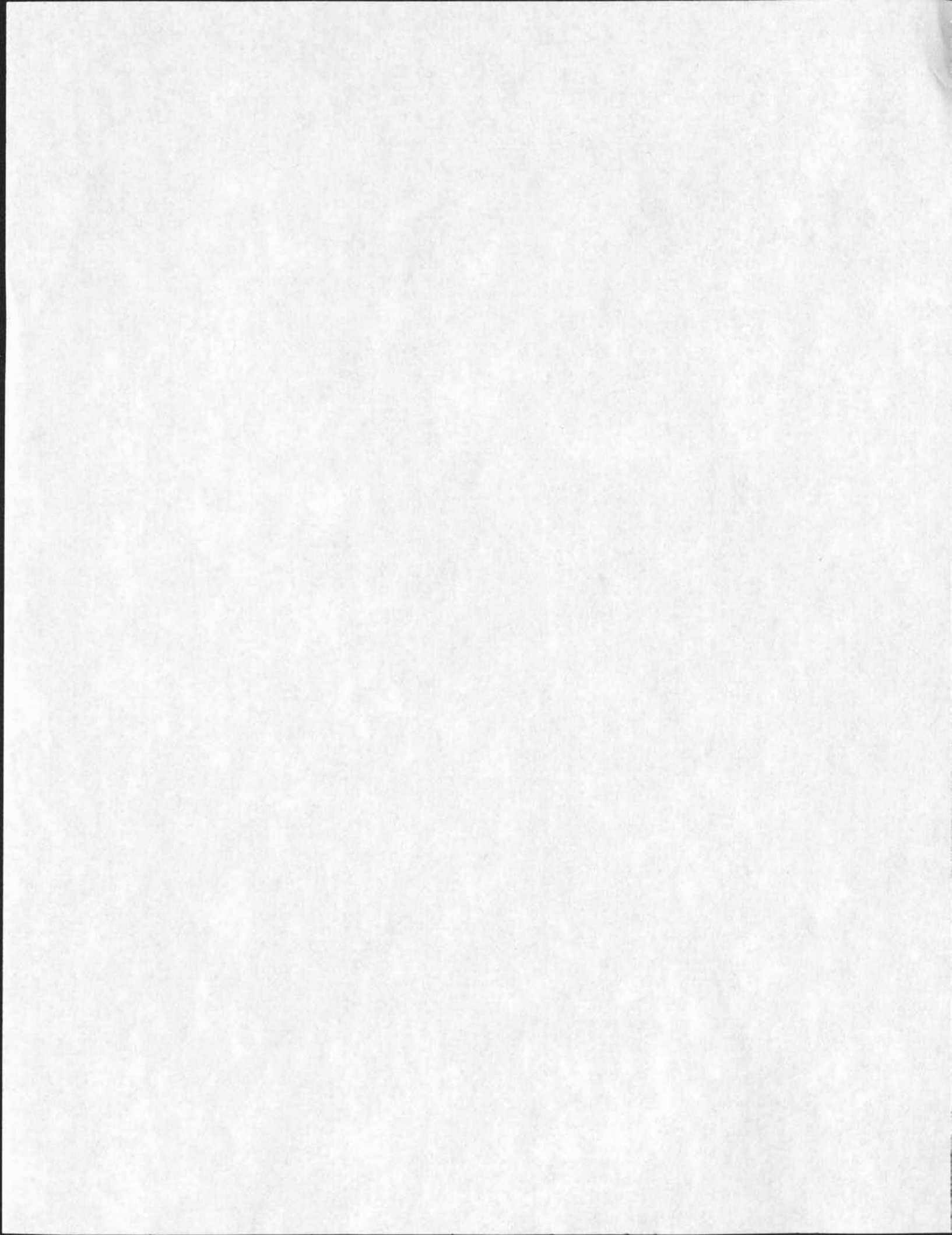
Raiser's Edge 7.0 Development

ID	Task Name	Duration	Start	Finish	Preced % Com	Resource In	Resource Names
106	Forms	60 days	Mon 8/16/99	Fri 11/5/99	117	0%	
107	Appeal Cards	10 days	Mon 8/16/99	Fri 8/27/99		0%	SN Shane Norris
108	Receipts	15 days	Mon 8/30/99	Fri 9/17/99	107	0%	SN Shane Norris
109	Receipt Report	7 days	Mon 9/20/99	Tue 9/28/99	108	0%	SN Shane Norris
110	Pledge Reminders	15 days	Wed 9/29/99	Tue 10/19/99	109	0%	SN Shane Norris
111	Pledge Reminder Report	7 days	Wed 10/20/99	Thu 10/28/99	110	0%	SN Shane Norris
112	Phonothan Forms	15 days	Mon 10/13/99	Fri 11/5/99	113	0%	MB Mike Bentley
113	Membership Cards	15 days	Mon 9/27/99	Fri 10/15/99	114	0%	MB Mike Bentley
114	Membership Cards Truncation Report	15 days	Mon 9/6/99	Fri 9/24/99	115	0%	MB Mike Bentley
115	Renewal Notices	15 days	Mon 8/16/99	Fri 9/3/99	123	0%	MB Mike Bentley
116	Forms Testing	1 wk	Mon 9/6/99	Fri 9/10/99	115	0%	SN Shane Norris
117	Labels, Envelopes, Cards	77 days	Thu 4/28/99	Fri 8/13/99		100%	
118	Labels or Cards	10 days	Thu 4/29/99	Wed 5/12/99	104	100%	MB Mike Bentley
119	Label Truncation Report	10 days	Thu 5/20/99	Wed 6/2/99	118	100%	MB Mike Bentley
120	Envelopes	10 days	Thu 6/3/99	Wed 6/16/99	119	100%	MB Mike Bentley
121	Name Tags	10 days	Mon 7/12/99	Fri 7/23/99	120	100%	MB Mike Bentley
122	Place Cards	10 days	Mon 7/26/99	Fri 8/6/99	121	100%	MB Mike Bentley
123	Labels Testing	1 wk	Mon 8/9/99	Fri 8/13/99	122	100%	MB Mike Bentley
124	Letters	85 days	Mon 8/2/99	Fri 11/26/99		6%	
125	Setup	1 wk	Mon 9/2/99	Fri 9/8/99		100%	TW Tuck Williamson
126	Donor Acknowledgement	15 days	Mon 9/9/99	Fri 9/27/99	125	0%	TW Tuck Williamson
127	Hon/Mem Acknowledgement	15 days	Mon 9/30/99	Fri 9/17/99	126	0%	TW Tuck Williamson
128	Follow-up Letters	15 days	Mon 9/20/99	Fri 10/8/99	127	0%	TW Tuck Williamson
129	Volunteer Checklist Letters	15 days	Mon 10/11/99	Fri 10/29/99	128	0%	TW Tuck Williamson
130	Event Reminders	15 days	Mon 11/1/99	Fri 11/19/99	129	0%	TW Tuck Williamson
131	Letters Testing	1 wk	Mon 11/22/99	Fri 11/26/99	130	0%	TW Tuck Williamson
132	Reports	334 days	Tue 9/1/99	Fri 12/10/99		29%	
133	Alumni Reports	25 days	Mon 3/8/99	Fri 4/9/99		100%	RW,JD Ruth Williams(0%),J
134	Alumni/ae Class List	5 days	Mon 3/8/99	Fri 3/12/99		100%	JD,RW Jeff Duke,Ruth Willia
135	Parent Directory	5 days	Mon 3/15/99	Fri 3/19/99	134	100%	JD,RW Jeff Duke,Ruth Willia
136	Grandparent Directory	5 days	Mon 3/22/99	Fri 3/26/99	135	100%	JD,RW Jeff Duke,Ruth Willia
137	Professional Directory	5 days	Mon 3/28/99	Fri 4/2/99	136	100%	JD,RW Jeff Duke,Ruth Willia
138	Alumni Report testing	5 days	Mon 4/5/99	Fri 4/9/99	137	100%	JD,RW Jeff Duke,Ruth Willia
139	Campaign, Fund, and Appeal Reports	51 days	Mon 1/4/99	Mon 3/15/99		100%	RW,JD Ruth Williams(0%),J
140	Campaign Performance Analysis	7 days	Mon 1/4/99	Tue 1/12/99		100%	RW,JD Ruth Williams(50%),J
141	Campaign Progress Report	7 days	Thu 1/7/99	Fri 1/15/99	140	100%	RW,JD Ruth Williams(50%),J
142	Campaign Profile	7 days	Tue 1/12/99	Wed 1/20/99	141	100%	RW,JD Ruth Williams(50%),J
143	Campaign Summary List	7 days	Fri 1/15/99	Mon 1/25/99	142	100%	RW,JD Ruth Williams(50%),J
144	Campaign Goal Summary	7 days	Tue 1/28/99	Wed 2/3/99	143	100%	RW,JD Ruth Williams(50%),J
145	Campaign Comparison Summary	1 day	Thu 2/4/99	Thu 2/4/99	144	100%	RW,JD Ruth Williams(50%),J
146	Fund Performance Analysis	7 days	Wed 1/20/99	Thu 1/28/99	145	100%	RW,JD Ruth Williams(50%),J
147	Fund Profile	7 days	Mon 1/25/99	Tue 2/2/99	146	100%	RW,JD Ruth Williams(50%),J
148	Fund Summary List	7 days	Thu 1/28/99	Fri 2/5/99	147	100%	RW,JD Ruth Williams(50%),J
149	Fund Goal Summary	7 days	Mon 2/8/99	Tue 2/15/99	148	100%	RW,JD Ruth Williams(50%),J
150	Fund Comparison Summary	7 days	Wed 2/17/99	Thu 2/25/99	149	100%	RW,JD Ruth Williams(50%),J
151	Appeal Performance Analysis	7 days	Tue 2/2/99	Wed 2/10/99	150	100%	RW,JD Ruth Williams(50%),J
152	Appeal Cost Breakdown	7 days	Fri 2/5/99	Mon 2/15/99	151	100%	RW,JD Ruth Williams(50%),J
153	Appeal Profile	7 days	Wed 2/10/99	Thu 2/18/99	152	100%	RW,JD Ruth Williams(50%),J
154	Appeal Summary List	7 days	Mon 2/15/99	Tue 2/23/99	153	100%	RW,JD Ruth Williams(50%),J
155	Appeal Goal Summary	7 days	Wed 2/24/99	Thu 3/4/99	154	100%	RW,JD Ruth Williams(50%),J
156	Appeal Comparison Summary	7 days	Fri 3/5/99	Mon 3/15/99	155	100%	RW,JD Ruth Williams(50%),J
157	CFA Reports Testing	7 days	Thu 2/18/99	Fri 2/25/99	156	100%	RW,JD Ruth Williams(50%),J
158	Membership Reports	219 days	Tue 9/1/99	Fri 7/2/99		75%	RW,JD Ruth Williams,Jeff D
159	Setup	8 days	Mon 5/17/99	Mon 5/24/99		100%	RW Ruth Williams
160	Membership Lists	7 days	Mon 4/12/99	Tue 4/20/99	159	100%	RW Ruth Williams
161	Joint Member/Card List	7 days	Mon 4/19/99	Tue 4/27/99	160	100%	RW Ruth Williams
162	New Member Report	7 days	Mon 4/26/99	Tue 5/4/99	161	100%	RW Ruth Williams
163	Renewal Report	7 days	Mon 5/3/99	Tue 5/11/99	162	100%	RW Ruth Williams
164	Rejoin Report	7 days	Mon 5/10/99	Tue 5/18/99	163	100%	RW Ruth Williams
165	Lapsed Member Report	7 days	Mon 5/17/99	Tue 5/25/99	164	100%	RW Ruth Williams
166	Membership Given By Report	7 days	Mon 5/24/99	Tue 6/1/99	165	100%	RW Ruth Williams
167	Expired Membership Report	7 days	Mon 5/31/99	Tue 6/8/99	166	100%	RW Ruth Williams
168	Dropped Member Report	7 days	Mon 6/7/99	Tue 6/15/99	167	100%	RW Ruth Williams
169	Membership Dues Report	5 days	Mon 6/7/99	Fri 6/11/99		0%	JD Jeff Duke
170	Membership Statistics by Category	5 days	Mon 6/14/99	Fri 6/18/99	169	0%	JD Jeff Duke
171	Comparative Membership Statistics	6 days	Mon 6/21/99	Fri 6/25/99	170	0%	JD Jeff Duke
172	Month/Year Statistical Analysis	5 days	Mon 6/28/99	Fri 7/2/99	171	0%	JD Jeff Duke
173	Renewal Projection Report	5 days	Wed 6/16/99	Tue 6/22/99	168	100%	RW Ruth Williams
174	Membership Reports Testing	5 days	Tue 9/1/99	Mon 9/7/99		0%	JD Jeff Duke
175	Tribute Reports	60 days	Mon 8/23/99	Mon 11/15/99		0%	SO Stephen Boyle(0%)
176	Setup/Training	13.33 days	Mon 8/23/99	Thu 9/9/99		0%	SO Stephen Boyle(75%)
177	Honor/Memorial Directory	9.33 days	Thu 9/9/99	Wed 9/22/99	176	0%	SO Stephen Boyle(75%)
178	Honor/Memorial Summary List	9.33 days	Wed 9/22/99	Wed 10/6/99	177	0%	SO Stephen Boyle(75%)
179	Honor/Memorial Gift Report	9.33 days	Wed 10/6/99	Tue 10/19/99	178	0%	SO Stephen Boyle(75%)
180	Honor/Memorial Contributors List	9.33 days	Tue 10/19/99	Mon 11/1/99	179	0%	SO Stephen Boyle(75%)
181	Tribute Report Testing	9.33 days	Mon 11/1/99	Mon 11/15/99	180	0%	SO Stephen Boyle(75%)
182	Analytical Reports	71 days	Mon 7/12/99	Mon 10/18/99		24%	RW,JD Ruth Williams(0%)
183	Donor Category Report	7 days	Mon 7/12/99	Tue 7/20/99		0%	RW Ruth Williams
184	SYBUNT Report	7 days	Wed 7/21/99	Thu 7/28/99	183	100%	RW Ruth Williams
185	LYBUNT Report	7 days	Fri 7/30/99	Mon 8/9/99	184	100%	RW Ruth Williams
186	Comparative Report	7 days	Tue 8/10/99	Wed 8/18/99	185	0%	RW Ruth Williams
187	Non-Contributors Report	7 days	Thu 8/19/99	Fri 8/27/99	186	100%	RW Ruth Williams
188	First/Greatest/Latest Gift Report	7 days	Mon 8/30/99	Tue 9/7/99	187	0%	RW Ruth Williams
189	Actual vs. Target Report	7 days	Wed 9/8/99	Thu 9/16/99	188	30%	RW Ruth Williams
190	Solicitor Performance Analysis	7 days	Fri 9/17/99	Mon 9/27/99	189	0%	RW Ruth Williams
191	Solicitor Hierarchy Report	7 days	Tue 9/28/99	Wed 10/6/99	190	0%	RW Ruth Williams
192	Top Donors Report	7 days	Mon 7/12/99	Tue 7/20/99		0%	JD Jeff Duke
193	New Donors Report	7 days	Wed 7/21/99	Thu 7/28/99	192	100%	JD Jeff Duke
194	Appeals Analysis	7 days	Fri 7/30/99	Mon 8/9/99	193	0%	JD Jeff Duke
195	Consecutive Years Report	7 days	Tue 8/10/99	Wed 8/18/99	194	0%	JD Jeff Duke

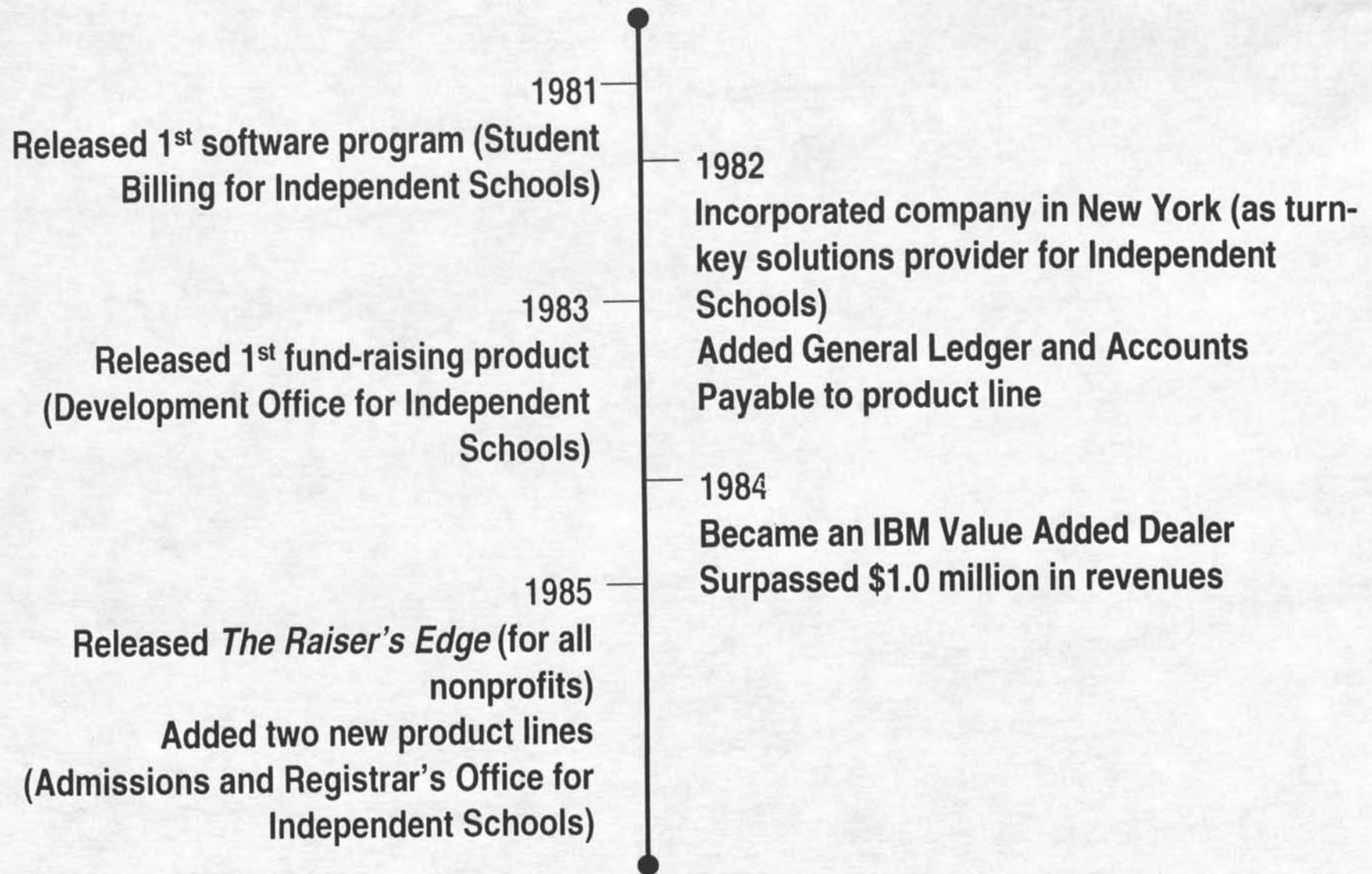
Raiser's Edge 7.0 Development

ID	Task Name	Duration	Start	Finish	Predece	% Com	Resource In	Resource Names
196	Alumni/ae Class Analysis	7 days	Thu 8/19/99	Fri 8/27/99	195	0%	JD	Jeff Duke
197	Parent Class Analysis	7 days	Mon 8/30/99	Tue 9/7/99	196	0%	JD	Jeff Duke
198	CAE Report	15 days	Wed 8/18/99	Tue 9/28/99	197	0%	JD	Jeff Duke
199	Benefits Analysis	7 days	Wed 9/29/99	Thu 10/7/99	198	0%	JD	Jeff Duke
200	Analytical Reports Testing	7 days	Fri 10/8/99	Mon 10/18/99	199	0%	JD,RW	Jeff Duke,Ruth Williams
201	Profiles	101 days	Mon 7/19/99	Mon 11/22/99		25%	CN	Cheau-Long Ng
202	Setup	1 wk	Mon 7/19/99	Fri 7/19/99		100%	CN	Cheau-Long Ng
203	Constituent/Individual Organization	30 days	Mon 7/12/99	Fri 8/20/99	202	70%	CN	Cheau-Long Ng
204	Campaign Profiles	7 days	Mon 8/23/99	Tue 8/31/99	203	0%	CN	Cheau-Long Ng
205	Fund Profiles	7 days	Wed 9/1/99	Thu 9/9/99	204	0%	CN	Cheau-Long Ng
206	Appeal Profiles	7 days	Fri 9/10/99	Mon 9/20/99	205	0%	CN	Cheau-Long Ng
207	Constituent Profile Rework (Prospect, G	1 wk	Tue 9/21/99	Mon 9/27/99	206	0%	CN	Cheau-Long Ng
208	Membership Category Profiles	10 days	Tue 9/28/99	Mon 10/11/99	207	0%	CN	Cheau-Long Ng
209	Event Profiles	15 days	Tue 10/12/99	Mon 11/1/99	208	0%	CN	Cheau-Long Ng
210	Profile Reports Testing	15 days	Tue 11/2/99	Mon 11/22/99	209	0%	CN	Cheau-Long Ng
211	Financial Reports	58 days	Tue 7/16/99	Thu 11/18/99		5%	GO	Gerhard Obenaus
212	Gift Detail and Summary Report	7 days	Tue 7/16/99	Wed 7/14/99		90%	GO	Gerhard Obenaus
213	Cash Receipts Journal	7 days	Thu 7/15/99	Fri 7/23/99	212	0%	GO	Gerhard Obenaus
214	Constituent Giving History	7 days	Mon 7/26/99	Tue 8/3/99	213	0%	GO	Gerhard Obenaus
215	Matching Gift Report	7 days	Wed 8/4/99	Thu 8/12/99	214	0%	GO	Gerhard Obenaus
216	Stock Gain/Lost Report	7 days	Fri 8/13/99	Mon 8/23/99	215	0%	GO	Gerhard Obenaus
217	Gifts in Kind Report	7 days	Tue 8/24/99	Wed 9/1/99	216	0%	GO	Gerhard Obenaus
218	Other Gifts Report	7 days	Thu 8/2/99	Fri 9/10/99	217	0%	GO	Gerhard Obenaus
219	Gift Entry Validation Report	7 days	Mon 9/13/99	Tue 9/21/99	218	0%	GO	Gerhard Obenaus
220	Account Distribution Report	7 days	Wed 9/22/99	Thu 9/30/99	219	0%	GO	Gerhard Obenaus
221	Adjusted Gift Report	7 days	Fri 10/1/99	Mon 10/11/99	220	0%	GO	Gerhard Obenaus
222	General Ledger Audit Report	7 days	Tue 10/12/99	Wed 10/20/99	221	0%	GO	Gerhard Obenaus
223	EFT Participation Report	7 days	Thu 10/21/99	Fri 10/29/99	222	0%	GO	Gerhard Obenaus
224	Annual Statement Report	7 days	Tue 11/1/99	Tue 11/9/99	223	0%	GO	Gerhard Obenaus
225	Financial Reports Testing	7 days	Wed 11/10/99	Thu 11/18/99	224	0%	GO	Gerhard Obenaus
226	Event Management Reports	110 days	Mon 7/12/99	Fri 12/10/99		19%	GW	Geoffrey Wadsworth
227	Setup	10 days	Mon 7/12/99	Fri 7/23/99		100%	AS	Andy Sarosy
228	Seating Arrangements	5 days	Mon 7/26/99	Fri 7/30/99	227	100%	AS	Andy Sarosy
229	Sporting Event Roster	5 days	Mon 8/2/99	Fri 8/6/99	228	100%	AS	Andy Sarosy
230	Dinner Preferences	5 days	Mon 8/16/99	Fri 8/20/99		0%	GW	Geoffrey Wadsworth
231	Lodging Information	5 days	Mon 8/23/99	Fri 8/27/99	230	0%	GW	Geoffrey Wadsworth
232	Travel Information	5 days	Mon 8/30/99	Fri 9/3/99	231	0%	GW	Geoffrey Wadsworth
233	Travel and Lodging Arrangements	5 days	Mon 9/6/99	Fri 9/13/99	232	0%	GW	Geoffrey Wadsworth
234	Participant List	5 days	Mon 9/13/99	Fri 9/17/99	233	0%	GW	Geoffrey Wadsworth
235	Event Income Report	5 days	Mon 9/20/99	Fri 9/24/99	234	0%	GW	Geoffrey Wadsworth
236	Event Expense Report	5 days	Mon 9/27/99	Fri 10/1/99	235	0%	GW	Geoffrey Wadsworth
237	Event Summary Report	5 days	Mon 10/4/99	Fri 10/8/99	236	0%	GW	Geoffrey Wadsworth
238	Registration Fees Due Report	5 days	Mon 10/11/99	Fri 10/15/99	237	0%	GW	Geoffrey Wadsworth
239	Registration Fees Paid Report	5 days	Mon 10/18/99	Fri 10/22/99	238	0%	GW	Geoffrey Wadsworth
240	Vendor Rating Report	5 days	Mon 10/25/99	Fri 10/29/99	239	0%	GW	Geoffrey Wadsworth
241	Sponsoring Pledges Report	5 days	Mon 11/1/99	Fri 11/5/99	240	0%	GW	Geoffrey Wadsworth
242	Event Lists	5 days	Mon 11/8/99	Fri 11/12/99	241	0%	GW	Geoffrey Wadsworth
243	Event Comparison Summary Report	5 days	Mon 11/15/99	Fri 11/19/99	242	0%	GW	Geoffrey Wadsworth
244	Event Solicitor Performance Report	5 days	Mon 11/22/99	Fri 11/26/99	243	0%	GW	Geoffrey Wadsworth
245	Event Tally Report	5 days	Mon 11/29/99	Fri 12/3/99	244	0%	GW	Geoffrey Wadsworth
246	Event Reports Testing	5 days	Mon 12/6/99	Fri 12/10/99	245	0%	GW	Geoffrey Wadsworth
247	Action Reports	59 days	Thu 8/26/99	Tue 11/16/99		0%	RS	Rob Schultz(0%)
248	Setup	10 days	Thu 8/26/99	Wed 9/8/99		0%	RS	Rob Schultz
249	Action Detail Report	7 days	Thu 9/9/99	Fri 9/17/99	248	0%	RS	Rob Schultz
250	Action Summary Report	7 days	Mon 9/20/99	Tue 9/28/99	249	0%	RS	Rob Schultz
251	Tickler Report	7 days	Wed 9/29/99	Thu 10/7/99	250	0%	RS	Rob Schultz
252	Constituent Action History	7 days	Fri 10/8/99	Mon 10/18/99	251	0%	RS	Rob Schultz
253	Follow-up Report	7 days	Tue 10/19/99	Wed 10/27/99	252	0%	RS	Rob Schultz
254	Track Report	7 days	Thu 10/28/99	Fri 11/5/99	253	0%	RS	Rob Schultz
255	Action Reports Testing	7 days	Mon 11/8/99	Tue 11/16/99	254	0%	RS	Rob Schultz
256	Pledge Reports	70 days	Mon 8/23/99	Fri 11/26/99		0%	RW,JD	Ruth Williams(0%),Jeff Duke
257	Setup	7 days	Mon 8/23/99	Tue 8/31/99		0%	RW	Ruth Williams
258	Activity Report	7 days	Wed 9/1/99	Thu 9/9/99	257	0%	RW	Ruth Williams
259	Cash Flow Report	7 days	Fri 9/10/99	Mon 9/20/99	258	0%	RW	Ruth Williams
260	Past Due Report	7 days	Tue 9/21/99	Wed 9/29/99	259	0%	RW	Ruth Williams
261	Journal	7 days	Thu 9/30/99	Fri 10/8/99	260	0%	RW	Ruth Williams
262	Campaign Gift Report	7 days	Mon 10/11/99	Tue 10/19/99	261	0%	JD	Jeff Duke
263	Written Off Pledge Report	7 days	Wed 10/20/99	Thu 10/28/99	262	0%	JD	Jeff Duke
264	Pledge Status Report	7 days	Fri 10/29/99	Mon 11/8/99	263	0%	JD	Jeff Duke
265	Not Paid Report	7 days	Tue 11/9/99	Wed 11/17/99	264	0%	JD	Jeff Duke
266	Pledge Reports	7 days	Thu 11/18/99	Fri 11/26/99	265	0%	JD,RW	Jeff Duke,Ruth Williams
267	Demographic & Statistical Reports	70 days	Mon 8/16/99	Fri 11/19/99		0%	AS	Andy Sarosy(0%)
268	Statistical Reports	30 days	Mon 8/16/99	Fri 9/24/99		0%	AS	Andy Sarosy
269	Comparisons and Summaries	15 days	Mon 9/27/99	Fri 10/15/99	268	0%	AS	Andy Sarosy
270	Tallies	15 days	Mon 10/18/99	Fri 11/5/99	269	0%	AS	Andy Sarosy
271	Demo & Stat Report testing	10 days	Mon 11/8/99	Fri 11/19/99	270	0%	AS	Andy Sarosy
272	Volunteer Reports	72 days	Tue 8/3/99	Wed 11/10/99		0%	WW	William Wood(0%)
273	Setup	10 days	Tue 8/3/99	Mon 8/16/99		0%	WW	William Wood
274	Volunteer General Information	7 days	Tue 8/17/99	Wed 8/25/99	273	0%	WW	William Wood
275	Volunteer Skills and Experience	7 days	Wed 9/1/99	Thu 9/9/99	274	0%	WW	William Wood
276	Courses and Training Report	7 days	Fri 9/10/99	Mon 9/20/99	275	0%	WW	William Wood
277	Volunteer Assignment Schedule	7 days	Tue 9/21/99	Wed 9/29/99	276	0%	WW	William Wood
278	Volunteer Summary	7 days	Thu 9/30/99	Fri 10/8/99	277	0%	WW	William Wood
279	Time Sheet Report	7 days	Mon 10/11/99	Tue 10/19/99	278	0%	WW	William Wood
280	Job Assignment and Department Summ	5 days	Wed 10/20/99	Thu 10/28/99	279	0%	WW	William Wood
281	Volunteer Awards Report	5 days	Wed 10/27/99	Tue 11/2/99	280	0%	WW	William Wood
282	Future Awards Report	5 days	Wed 11/3/99	Tue 11/9/99	281	0%	WW	William Wood
283	Mandated Volunteers Report	5 days	Thu 11/4/99	Wed 11/10/99	282	0%	BC	Byron Glueck
284	Volunteer Job Profile	5 days	Thu 10/28/99	Wed 11/3/99	283	0%	BC	Byron Glueck
285	Volunteer Checklist Report	5 days	Thu 10/21/99	Wed 10/27/99	284	0%	BC	Byron Glueck

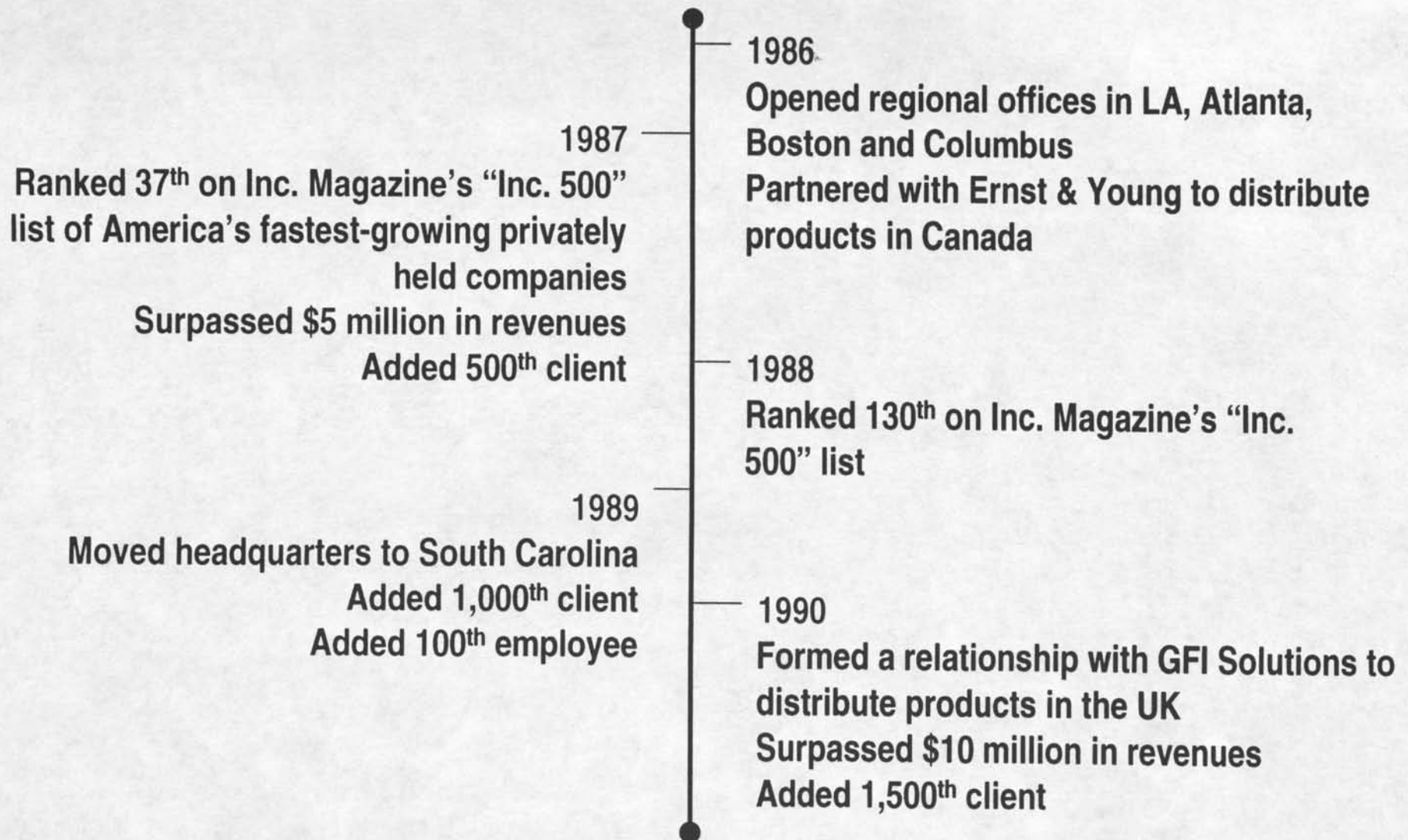
Raiser's Edge 7.0 Development									
ID	Task Name	Duration	Start	Finish	Progress	% Com	Resource In	Resource Names	
285	Volunteer Match List	5 days	Thu 10/14/99	Wed 10/20/99	287	0%	BG	Byron Glueck	
287	Volunteer Medical/Special Needs	5 days	Thu 10/7/99	Wed 10/13/99	288	0%	BG	Byron Glueck	
288	Volunteer Availability	10 days	Thu 9/23/99	Wed 10/6/99	20	0%	BG	Byron Glueck	
289	Volunteer Reports Testing	5 days	Thu 10/14/99	Wed 10/20/99	287	0%	WW	William Wood	
290	Administration	325 days	Tue 9/1/98	Mon 11/29/99		32%			
291	System Statistics	2 days	Thu 6/24/99	Fri 6/25/99		100%	ER	Erik Rothwell	
292	Duplicate Report	17 days	Mon 6/28/99	Tue 7/20/99	291	99%	ER	Erik Rothwell	
293	Duplicate report development	3 wks	Mon 6/28/99	Fri 7/16/99		100%	ER	Erik Rothwell	
294	Duplicate Report testing	2 days	Mon 7/19/99	Tue 7/20/99	293	100%	ER	Erik Rothwell	
295	Duplicate Report Walkthrough	3 wks	Tue 7/20/99	Tue 7/20/99	284	100%	BW	Bill Walsh	
296	Duplicate Report Code complete	0 wks	Tue 7/20/99	Tue 7/20/99	285	0%	ER	Erik Rothwell	
297	Merge Constituents	94 days	Tue 7/20/99	Mon 11/29/99	296	75%	ER	Erik Rothwell	
298	Development	2.6 wks	Wed 7/21/99	Fri 8/6/99		100%	ER	Erik Rothwell	
299	Testing	2 days	Mon 8/9/99	Tue 8/10/99	298	100%	ER	Erik Rothwell	
300	Merge walkthrough	0 wks	Tue 7/20/99	Tue 7/20/99		0%	WW	William Wood	
301	Design changes and final development	1 wk	Tue 11/23/99	Mon 11/29/99	312	0%	ER	Erik Rothwell	
302	Globally Delete Records	19 days	Tue 8/10/99	Mon 9/6/99	299	51%	ER	Erik Rothwell	
303	Global Delete Development	3.4 wks	Wed 8/11/99	Thu 8/27/99		60%	ER	Erik Rothwell	
304	Global Delete Testing	2 days	Fri 9/3/99	Mon 9/6/99	303	0%	ER	Erik Rothwell	
305	Global Delete Walkthrough	1 day	Wed 8/11/99	Wed 8/11/99		0%	BW	Bill Walsh	
306	Global Delete Code Complete	0 wks	Tue 8/10/99	Tue 8/10/99		0%	ER	Erik Rothwell	
307	Globally Add Records	30 days	Tue 9/7/99	Mon 10/18/99	304	0%	ER	Erik Rothwell	
308	Global Add Development	4.8 wks	Tue 9/7/99	Fri 10/9/99		0%	ER	Erik Rothwell	
309	Global Add Testing	1 wk	Mon 10/11/99	Fri 10/15/99	308	0%	ER	Erik Rothwell	
310	Global Add Walkthrough	1 day	Mon 10/18/99	Mon 10/18/99	309	0%	BW	Bill Walsh	
311	Global Add Code Complete	0 wks	Mon 10/18/99	Mon 10/18/99	310	0%	ER	Erik Rothwell	
312	Post To General Ledger	25 days	Mon 10/18/99	Mon 11/22/99	307	0%	ER	Erik Rothwell	
313	Post to GL Development	5 wks	Tue 10/19/99	Mon 11/22/99		0%	ER	Erik Rothwell	
314	Post to GL Testing	1 wk	Tue 10/19/99	Mon 10/25/99		0%	ER	Erik Rothwell	
315	Post to GL Walkthrough	1 day	Tue 10/19/99	Tue 10/19/99		0%	BW	Bill Walsh	
316	Post to GL Code Complete	0 wks	Mon 10/18/99	Mon 10/18/99		0%	ER	Erik Rothwell	
317	Validate Database	5 days	Mon 9/21/99	Fri 10/1/99	328	0%	MR	Mary Rudisill	
318	Import / Create Import Files	101 days	Mon 7/12/99	Mon 11/29/99		32%	TG	Todd Greene	
319	Import Development	80 days	Mon 7/12/99	Fri 10/29/99		40%	TG	Todd Greene(50%)	
320	Import Testing	4 wks	Mon 11/1/99	Fri 11/26/99	318	0%	TG	Todd Greene(50%)	
321	Import Walkthrough	1 day	Mon 11/29/99	Mon 11/29/99	320	0%	BW	Bill Walsh	
322	Import Code Complete	0 wks	Fri 11/26/99	Fri 11/26/99	320	0%	TG	Todd Greene(50%)	
323	Globally Change Records	324 days	Tue 8/1/98	Fri 11/26/99		32%	TG	Todd Greene	
324	Global Change setup	4 wks	Mon 7/12/99	Fri 8/6/99		100%	TG	Todd Greene(50%)	
325	Global Change Development	60 days	Mon 8/9/99	Fri 10/29/99	324	20%	TG	Todd Greene(50%)	
326	Global Change Testing	4 wks	Mon 11/1/99	Fri 11/26/99	325	0%	TG	Todd Greene(50%)	
327	Global Change Walkthrough	0 wks	Tue 9/1/98	Tue 9/1/98		0%	BW	Bill Walsh	
328	Global Willcoff Pledges	10 days	Mon 8/13/99	Fri 9/24/99	329	0%	MR	Mary Rudisill	
329	Drop Lapsed Members	15 days	Mon 8/23/99	Fri 9/10/99		0%	MR	Mary Rudisill	
330	Security	10 days	Tue 8/1/99	Mon 8/14/99		60%	JH	John Holder	
331	Mailers Edge	46 days	Mon 9/6/99	Mon 11/8/99		0%			
332	Mailers Edge Development	30 days	Mon 9/6/99	Fri 10/15/99	16	0%	SB	Stephen Brewer	
333	Mailers Edge Testing	10 days	Mon 10/18/99	Fri 10/29/99	332	0%	SB	Stephen Brewer	
334	Mailers Edge Walkthrough	1 day	Mon 11/1/99	Mon 11/1/99	333	0%	BW	Bill Walsh	
335	Mailers Edge rework	1 wk	Tue 11/2/99	Mon 11/8/99	334	0%	SB	Stephen Brewer	
336	Mailers Edge code complete	0 wks	Fri 10/29/99	Fri 10/29/99	333	0%	SB	Stephen Brewer	
337	install Program	76 days	Wed 9/1/99	Wed 12/15/99		8%			
338	Install Development	45 days	Wed 9/1/99	Tue 11/2/99		0%	SS	Shaun Sullivan	
339	Stamp file / Clarify integration and testing	3 days	Wed 11/3/99	Fri 11/5/99	338	0%	SS	Shaun Sullivan	
340	National Office support - custom files	3 days	Mon 11/8/99	Wed 11/10/99	339	0%	SS	Shaun Sullivan	
341	Multiple Database Support	5 days	Thu 11/11/99	Wed 11/17/99	340	0%	SS	Shaun Sullivan	
342	Registration Wizard	15 days	Thu 11/18/99	Wed 12/8/99	341	0%	SS	Shaun Sullivan	
343	Programmer Testing	5 days	Thu 12/9/99	Wed 12/15/99	342	0%	SS	Shaun Sullivan	
344	Team testing	30 days	Wed 12/1/99	Wed 1/2/00		0%	W,GW,WW	Bryan Zetrouer(0%)	
345	Records testing	6 wks	Wed 12/1/99	Wed 1/12/00		0%	W,GW,WW	Bryan Zetrouer, Todd	
346	Reports testing	6 wks	Wed 12/1/99	Wed 1/12/00		0%	W,GW,WW	Bryan Zetrouer, Todd	
347	Mail Testing	8 wks	Wed 12/1/99	Wed 1/12/00		0%	W,GW,WW	Bryan Zetrouer, Todd	
348	Batch Testing	6 wks	Wed 12/1/99	Wed 1/12/00		0%	W,GW,WW	Bryan Zetrouer(50%)	
349	Query/Export Testing	6 wks	Wed 12/1/99	Wed 1/12/00		0%	W,GW,WW	Bryan Zetrouer, Todd	
350	Administration Testing	6 wks	Wed 12/1/99	Wed 1/12/00		0%	W,GW,WW	Bryan Zetrouer, Todd	
351	Configuration testing	6 wks	Wed 12/1/99	Wed 1/12/00		0%	W,GW,WW	Bryan Zetrouer, Todd	
352	Conversion Testing	6 wks	Wed 12/1/99	Wed 1/12/00		0%	W,GW,WW	Bryan Zetrouer, Todd	
353	Address defects	30 days	Wed 12/1/99	Tue 1/11/00		0%			
354	Records Defects	6 wks	Wed 12/1/99	Tue 1/11/00		0%	J,LK,BG,LM	Ben Lambert(50%), L	
355	Reports Defects	6 wks	Wed 12/1/99	Tue 1/11/00		0%	GO,GW,GN	Ruth Williams(50%), J	
356	Mail Defects	6 wks	Wed 12/1/99	Tue 1/11/00		0%	MB,SN,TW	Mike Bentley(50%), S	
357	Batch Defects	6 wks	Wed 12/1/99	Tue 1/11/00		0%	BZ	Bryan Zetrouer(50%)	
358	Query/Export Defects	6 wks	Wed 12/1/99	Tue 1/11/00		0%	DC,PG	David Cole(50%), P	
359	Administration Defects	6 wks	Wed 12/1/99	Tue 1/11/00		0%	TG,ER	Todd Greene(50%), E	
360	Configuration Defects	6 wks	Wed 12/1/99	Tue 1/11/00		0%	SB	Stephen Brewer(50%)	
361	Act: 1 Release C993 Data - US Version	0 wks	Fri 1/15/99	Fri 1/15/99		0%			



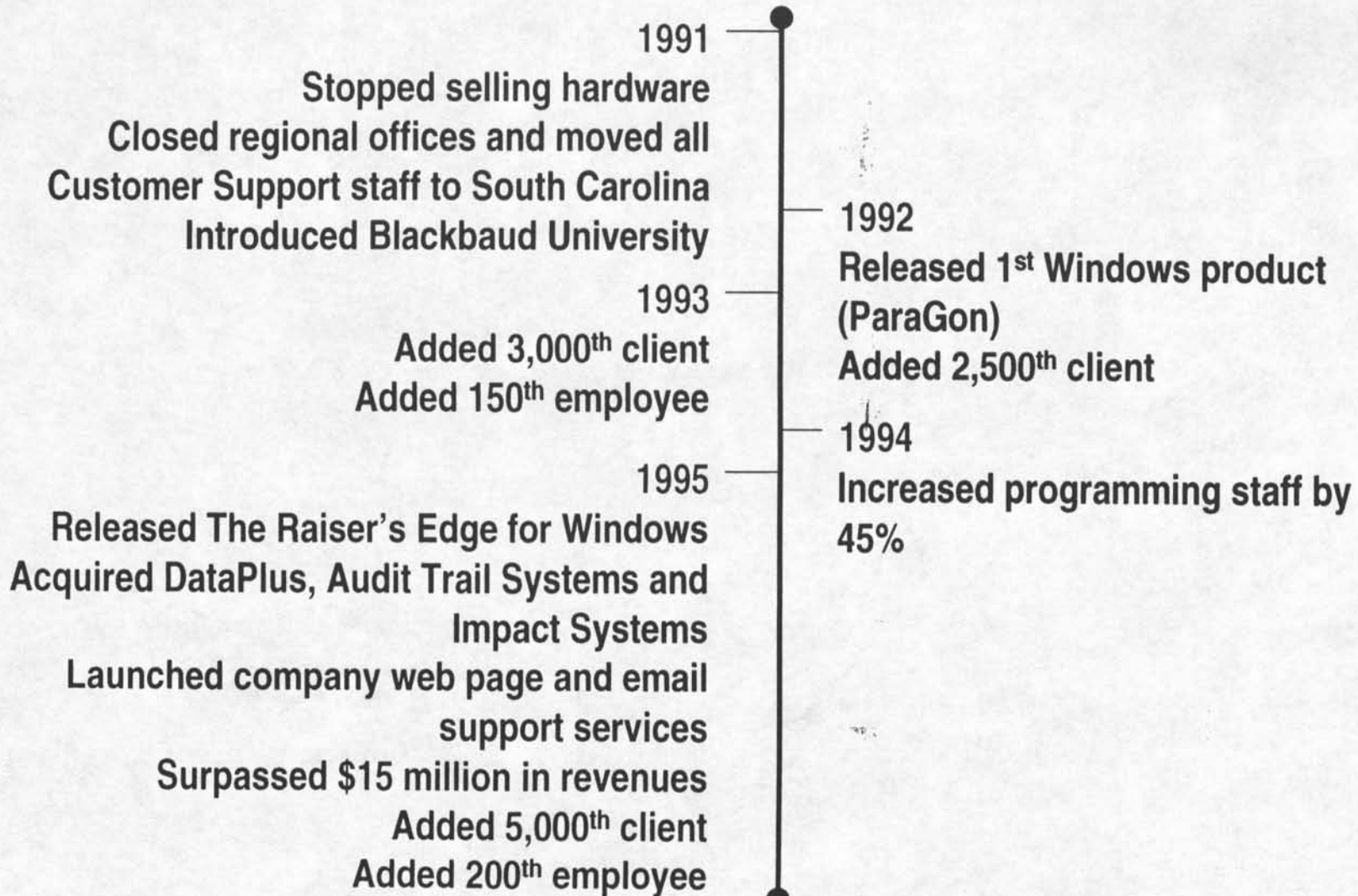
Company History 1981-1985



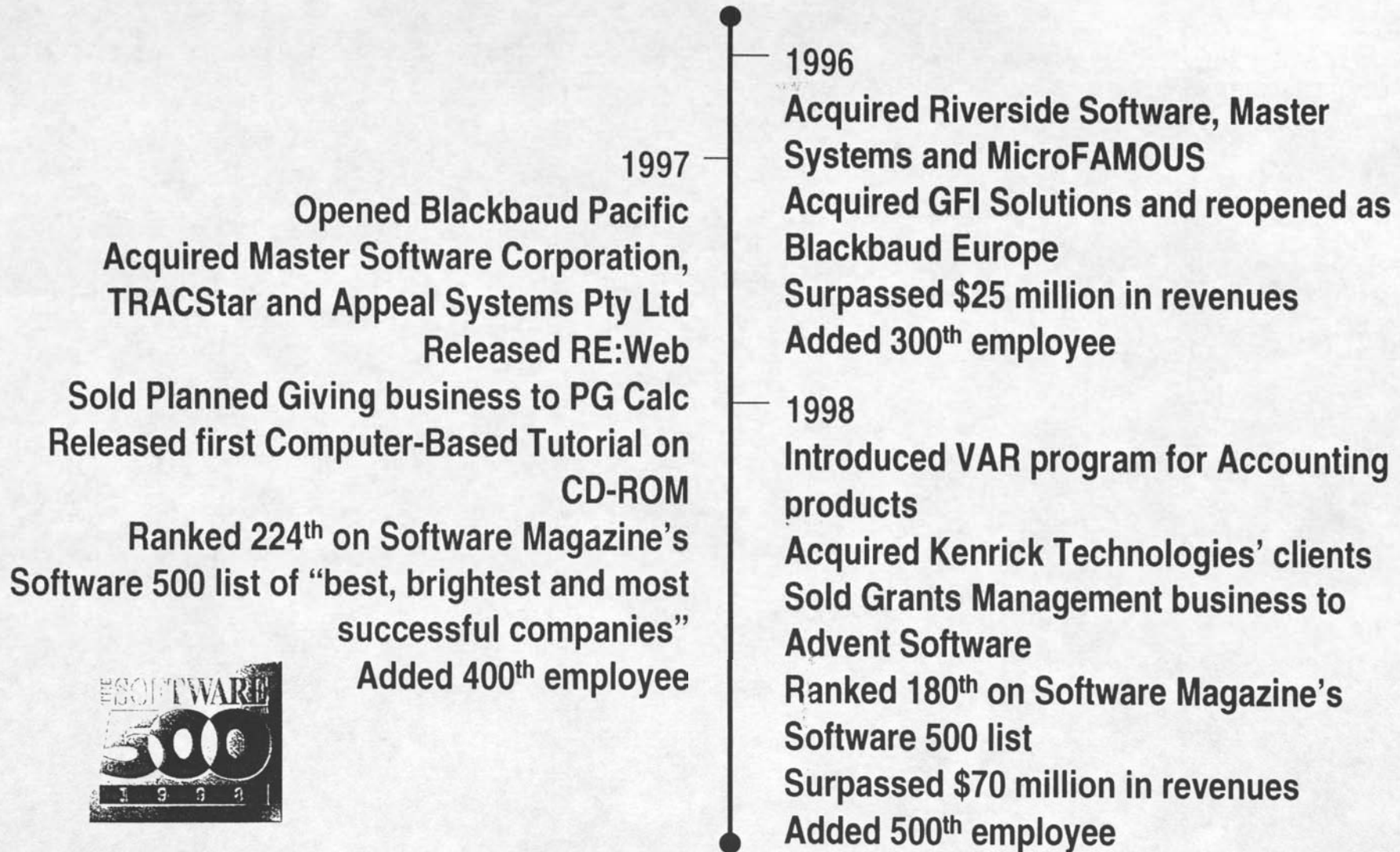
Company History 1986-1990



Company History 1991-1995



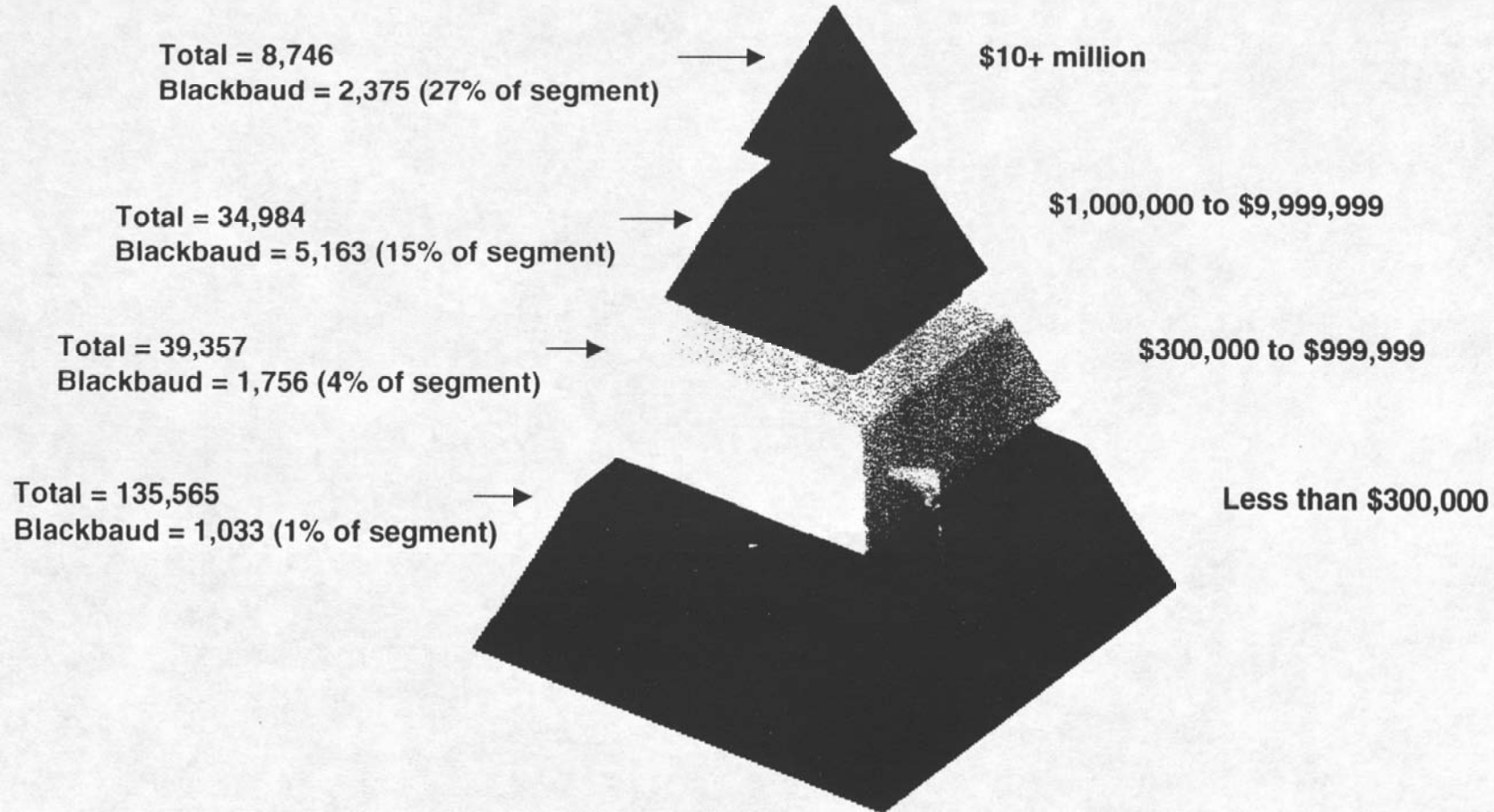
Company History 1996-present



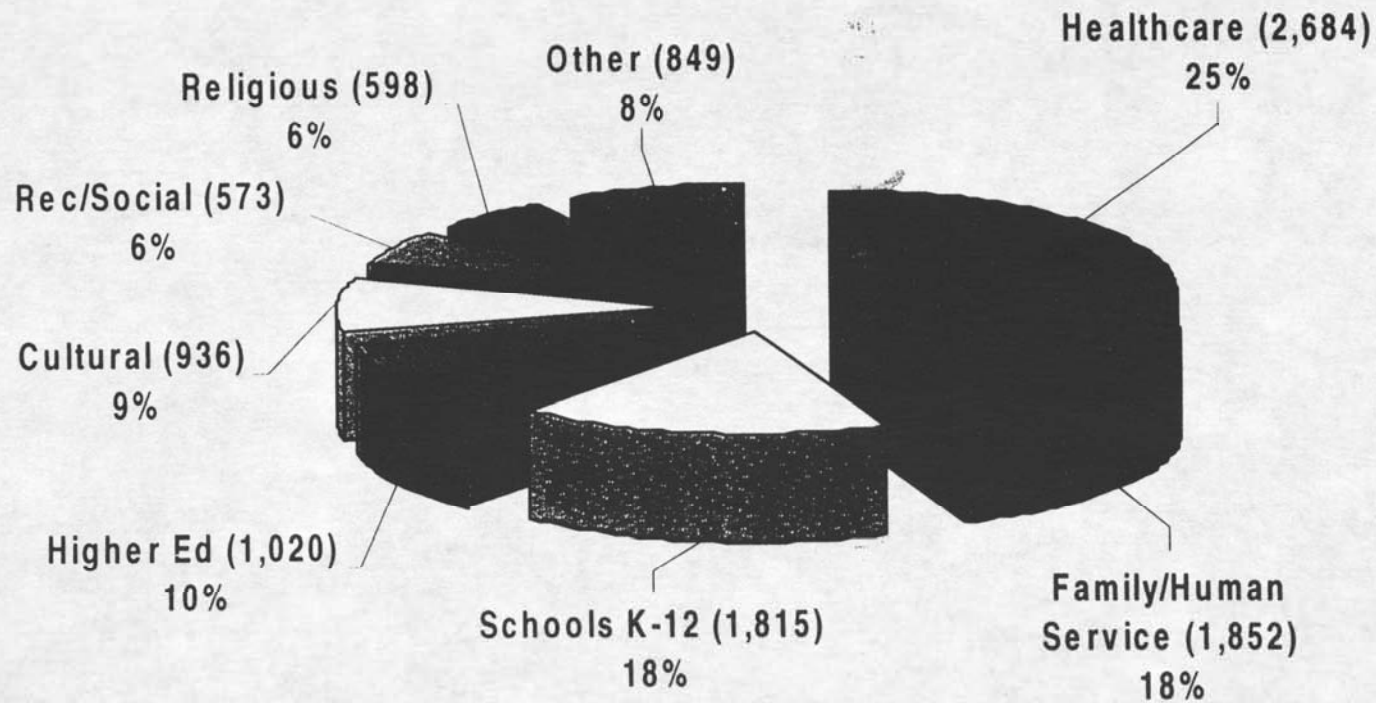
Blackbaud's U.S. Market Penetration

Number of Organizations

Level of Total Revenues



Blackbaud's U.S. Clients (by #)



Blackbaud's Client Growth by Main Segment

Market Segment	1982 - 1994	1995	1996	1997	1997 MSC	1998	Total	% of Total
Healthcare	739	126	229	179	1585	229	3087	26%
Higher Ed	565	107	138	108	285	119	1322	11%
Schools K-12	1111	122	136	133	244	120	1866	15%
Cultural	412	98	97	130	325	113	1175	10%
Family/Human Service	354	116	153	154	894	227	1898	16%
Rec/Social	205	59	94	100	163	78	699	6%
Religious	157	54	77	79	244	112	723	6%
Other	153	84	135	117	325	136	950	9%
Total Clients =	3,696	766	1,059	1,000	4,065	1,134	11,720	100%

Markets for Fund-raising

Product	Healthcare	Family/ Human	Schools K-12	Higher Ed	Cultural	Rec/ Social	Religious	Other
The Raiser's Edge	✓	✓	✓	✓	✓	✓	✓	✓
Prospect Research	✓	✓	✓	✓	✓	✓	✓	✓
Event	✓	✓	✓	✓	✓	✓	✓	✓
Volunteer	✓	✓	✓	✓	✓	✓	✓	✓
EFT	✓	✓	✓	✓	✓	✓	✓	✓
Mailer's Edge	✓	✓	✓	✓	✓	✓	✓	✓
Queue	✓	✓	✓	✓	✓	✓	✓	✓
MatchFinder	✓	✓	✓	✓	✓	✓	✓	✓
Membership				✓	✓	✓		
Alumni			✓	✓				
Tribute	✓	✓					✓	

Blackbaud
RAISER'S EDGE



Markets for Accounting

Product	Healthcare	Family/ Human	Schools K-12	Higher Ed	Cultural	Rec/ Social	Religious	Other
General Ledger	✓ ¹	✓	✓	✓	✓	✓	✓	✓
Budget Management	✓	✓	✓	✓	✓	✓	✓	✓
Projects, Grants, Endowments	✓	✓	✓	✓	✓	✓	✓	✓
Interest Income Allocation	✓	✓	✓	✓	✓	✓	✓	✓
Accounts Payable	✓	✓	✓	✓	✓	✓	✓	✓
Purchase Orders	✓	✓	✓	✓	✓	✓	✓	✓
Accounts Receivable	✓	✓	✓	✓	✓	✓	✓	✓
Student Billing			✓					
School Store Manager			✓					
Point of Sale					✓	✓		
Miscellaneous Cash Receipts	✓	✓	✓	✓	✓	✓	✓	✓
Payroll	✓	✓	✓	✓	✓	✓	✓	✓
Direct Deposit	✓	✓	✓	✓	✓	✓	✓	✓
Fixed Assets	✓	✓	✓	✓	✓	✓	✓	✓
Bank Reconciliation	✓	✓	✓	✓	✓	✓	✓	✓
Forms	✓	✓	✓	✓	✓	✓	✓	✓

¹Sold to healthcare foundation office (main patient accounting area handled by other systems).

Markets for School Administration

Product	Healthcare	Family/ Human	Schools K-12	Higher Ed	Cultural	Rec/ Social	Religious	Other
Registrar's Office			✓					
Scheduling			✓					
Scanning			✓					
Gradebook			✓					
Admission's Office			✓					

Growing the Customer Base

- Expand sales force
- Expand VAR network for accounting
- Certified Solutions Provider program
- International expansion
- Customization of products
- Acquisitions
 - Conversion revenue
 - Increased new sales
 - Increased customer base
 - Improved software functionality
- "For profit" accounting market
- Associations

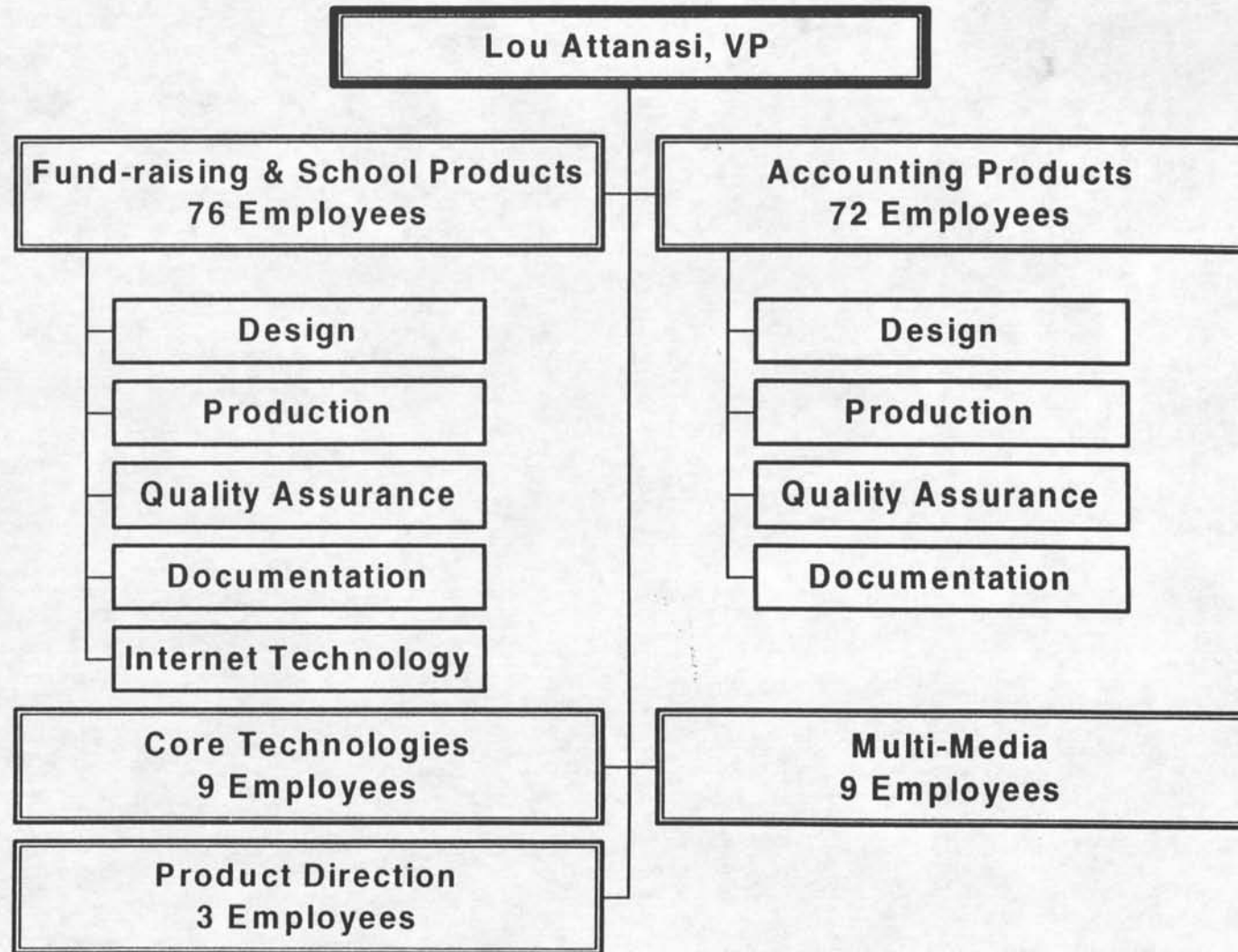
Handwritten notes:
MVA
Accounting software
Business
Case

Handwritten notes:
Software and hardware
Accounting software

Growing “Revenue per Customer”

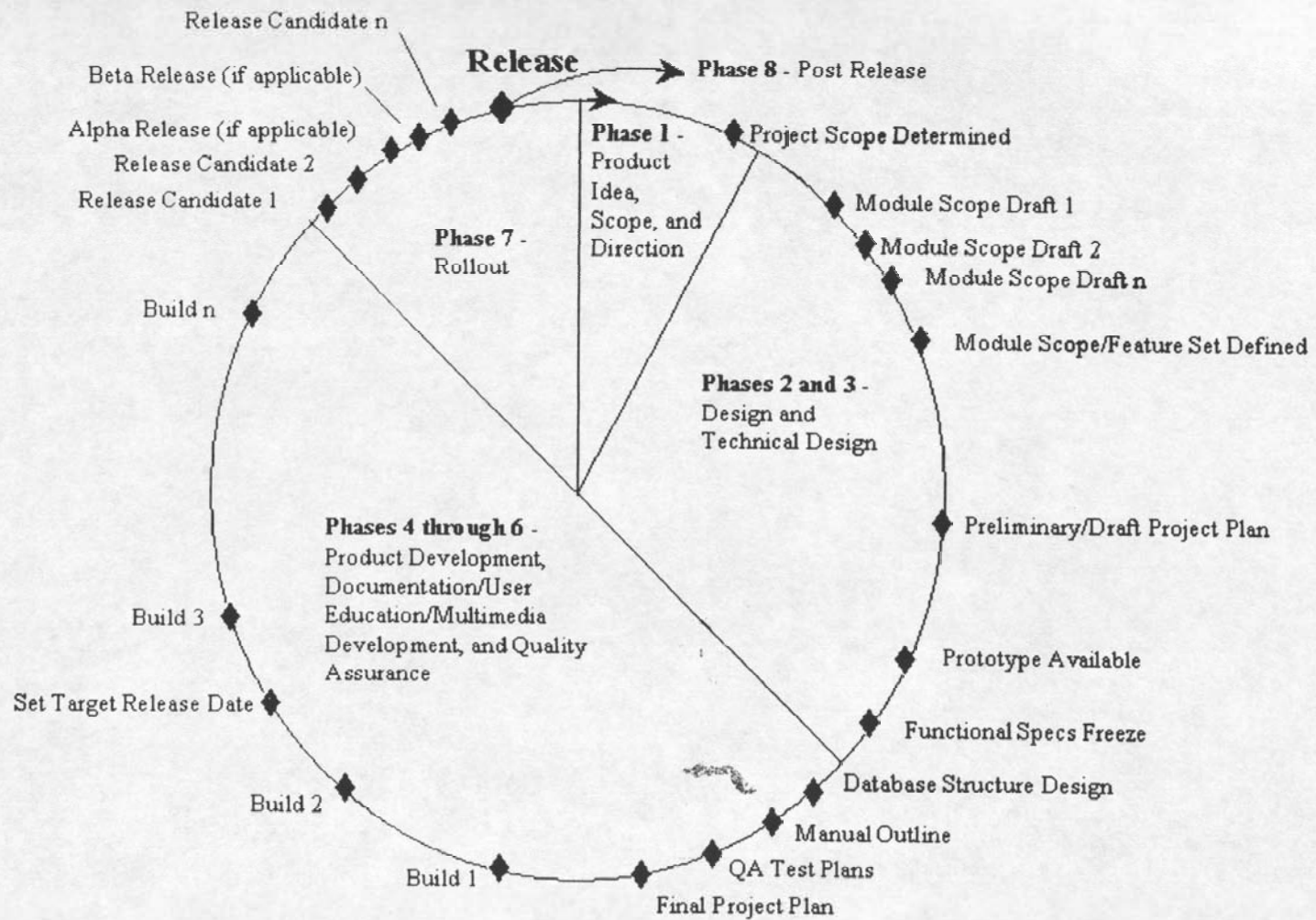
- Expand add-on sales force
- Continue DOS-to-Windows conversions
- Increase services offered to clients
- Release additional products
- Continue to enhance existing products

Organizational Chart



Total Employees = 170

Product Development Lifecycle



Blackbaud Core Technologies

- ActiveX
- ADO
- ASP
- Automation
- C++
- Client/Server
- COM
- DAO
- DHTML
- HTML
- IIS
- Internet Explorer
- ISAPI
- Java
- JavaScript
- MAPI
- ODBC
- OLE
- RDO
- VB Script
- Visual Basic
- VBA
- Win 32 API

Y2K Compliance

- All current versions of products are compliant
- Utilize the Implied Century Rule (sometimes called “Windowing”)
- Customers notified via mailings, Y2K compliance guide, and our Web site

Current Projects

- The Raiser's Edge 7.0
- RE:Web 7.0
- Admissions and Registrar's Office 7.0
- Academy
- Bank Reconciliation
- Fixed Assets
- Payroll
- Accounting Queue Add-on
- Cost Allocation Module
- Inventory Module
- Order Entry Module
- Accounting for Non-profits 7.0
- International version of Fixed Assets
- International version of Misc Cash Receipts
- CBT's for GL, FA, PY, RE 7.0
- Interim releases of all products

MANAGEMENT TEAM BIOGRAPHIES

Anthony E. Bakker

President and Chief Executive Officer. Founder

In 1982, Mr. Bakker founded Blackbaud, Inc. and has been President and Chief Executive Officer since that time. Prior to founding the Company, from 1979 to 1981, Mr. Bakker was a Project Manager at Manufacturers Hanover Trust Company in New York. From 1977 to 1979, he worked in London, England at John Lewis Partnership as an Applications Programmer. Mr. Bakker pursued his postgraduate studies at the University of Southampton, located in England, in Space-Radio Physics and also received his B.Sc. in Physics from the University of Southampton.

Gary F. Thornhill

Executive Vice President

Mr. Thornhill has been Executive Vice President since 1996. Mr. Thornhill joined Blackbaud in 1982 as a Programmer and Customer Support Analyst. From 1983 to 1985, he worked as the Customer Support Manager and in 1985 was promoted to Vice President of Customer Support. Prior to joining Blackbaud, from 1981 to 1982, Mr. Thornhill worked as a Programmer Analyst at Manufacturers Hanover Trust Company in New York. Mr. Thornhill received his BBA in Administrative Computer Systems from Hofstra University in Hempstead, New York.

Louis J. Attanasi

Vice President of Product Development

Mr. Attanasi has been Vice President of Product Development since 1996. Mr. Attanasi joined Blackbaud in 1986 as a Programmer/Analyst. From 1988 to 1996, Mr. Attanasi was Research and Development Manager for the Company. Prior to joining Blackbaud, Mr. Attanasi worked for the Environmental Energy Corporation as a Programmer/Analyst. Mr. Attanasi received his MS in Pure Mathematics from the University of Charleston, in South Carolina, and received a BS in Pure Mathematics and Chemistry from the State University of New York at Stony Brook.

Nigel W. H. Cooper

Vice President of Technology Services

Mr. Cooper has been Vice President of Technology Services since 1996. Mr. Cooper joined Blackbaud in 1990 as the Vice President of Product Development. Prior to joining the Company, Mr. Cooper held various positions with Manufacturers Hanover Trust in New York. From 1988 to 1989 he worked as the Information Systems Officer; from 1985 to 1988, Assistant Vice President; in 1985, Assistant Secretary; and from 1983 to 1985, Assistant Manager. Mr. Cooper was a Senior Programmer and Analyst with ACSIS in New York from 1981 to 1983, and from 1978 to 1981 worked with Beecham Pharmaceuticals in Brentford, England as a Senior Programmer. Mr. Cooper received his B.Sc. from Bristol University in England.

MANAGEMENT TEAM BIOGRAPHIES

Walter Miller

Vice President, Blackbaud Europe, Ltd.

Mr. Miller joined Blackbaud in 1996 as the Vice President of Blackbaud Europe, Ltd. when the Company acquired GFI Solutions. From 1991 to 1996, Mr. Miller was the Managing Director of GFI. From 1989 to 1991, Mr. Miller worked at Denholm Computing Services as a Sales and Marketing Manager and from 1986 to 1989, he worked as a Project Manager with Weir Group Management Systems. Mr. Miller received his MBA from Glasgow University in Scotland, and received his BSc from Hons Physics Glasgow University.

Timothy B. Smith

Vice President of Finance and Administration

Mr. Smith has served as Vice President of Finance and Administration since 1988. Mr. Smith joined Blackbaud in 1985 as a Customer Support Analyst. In 1986, he became the National Customer Support Manager for Blackbaud. Prior to joining Blackbaud, Mr. Smith was a Computer Consultant with Citibank in New York. Mr. Smith received his BS in Environmental Sciences from Cornell University in Ithaca, New York.

John Thompson

Vice President of Client Relations and Research

Mr. Thompson has served as Vice President of Client Relations since 1991. Mr. Thompson joined Blackbaud as a Regional Sales Manager in 1986. Prior to joining the Company, from 1984 to 1986, Mr. Thompson was employed by the Cambridge School in Weston, MA as the Director of Development. From 1982 to 1984, he worked as a Financial Associate at AFS International. Mr. Thompson received an MBA from the Babson University in Boston, MA. Additionally, Mr. Thompson received his MFA from University of Wisconsin and his BFA from Syracuse University.

Joseph J. Wezwick

Vice President of Sales and Marketing

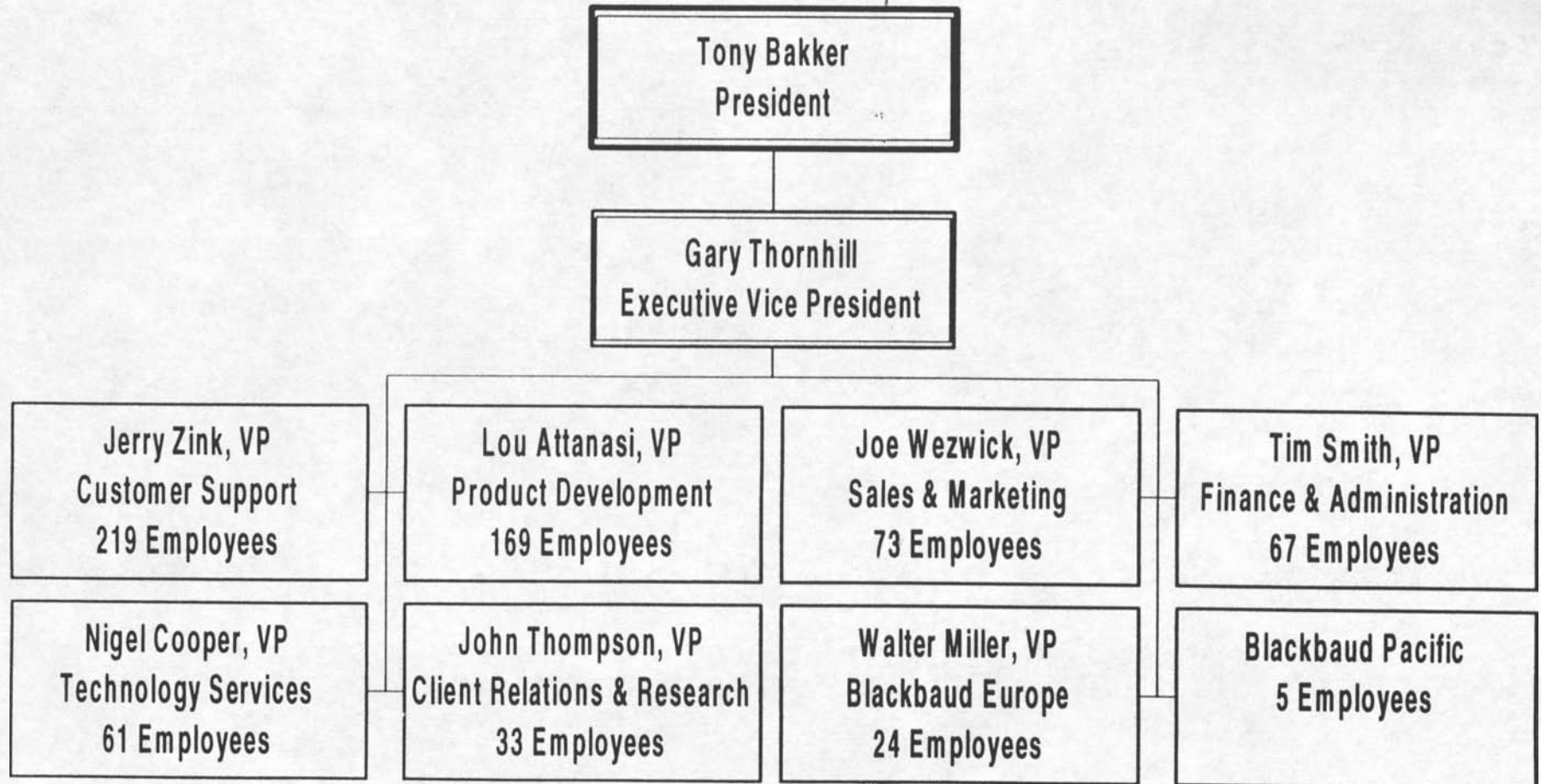
Mr. Wezwick has served as Vice President of Sales and Marketing since 1996. Mr. Wezwick joined Blackbaud in 1988 and was named Blackbaud Account Executive of the Year in 1989, 1990, 1991, 1992 and 1994. In 1995, he became the National Sales Manager for the Company. Prior to joining Blackbaud, Mr. Wezwick worked at General Electric Corporation as a Senior Sales Representative. Mr. Wezwick received his BS in Computer Science from Queens College, located in New York.

Jerry Zink

Vice President of Customer Support

Mr. Zink has been Vice President of Customer Support since 1996. Mr. Zink joined Blackbaud in 1987 as a Customer Support Analyst. In 1989, Mr. Zink began working as a Customer Support Manager for the Company. Prior to joining Blackbaud, Mr. Zink was employed by the Diocese of Rockville Center, in New York, as a Computer Consultant. Mr. Zink received his BS in Computer Science from Rensselaer Polytechnic Institute in Troy, New York.

Executive Committee Structure



Total Employees = 660 (April 1999)

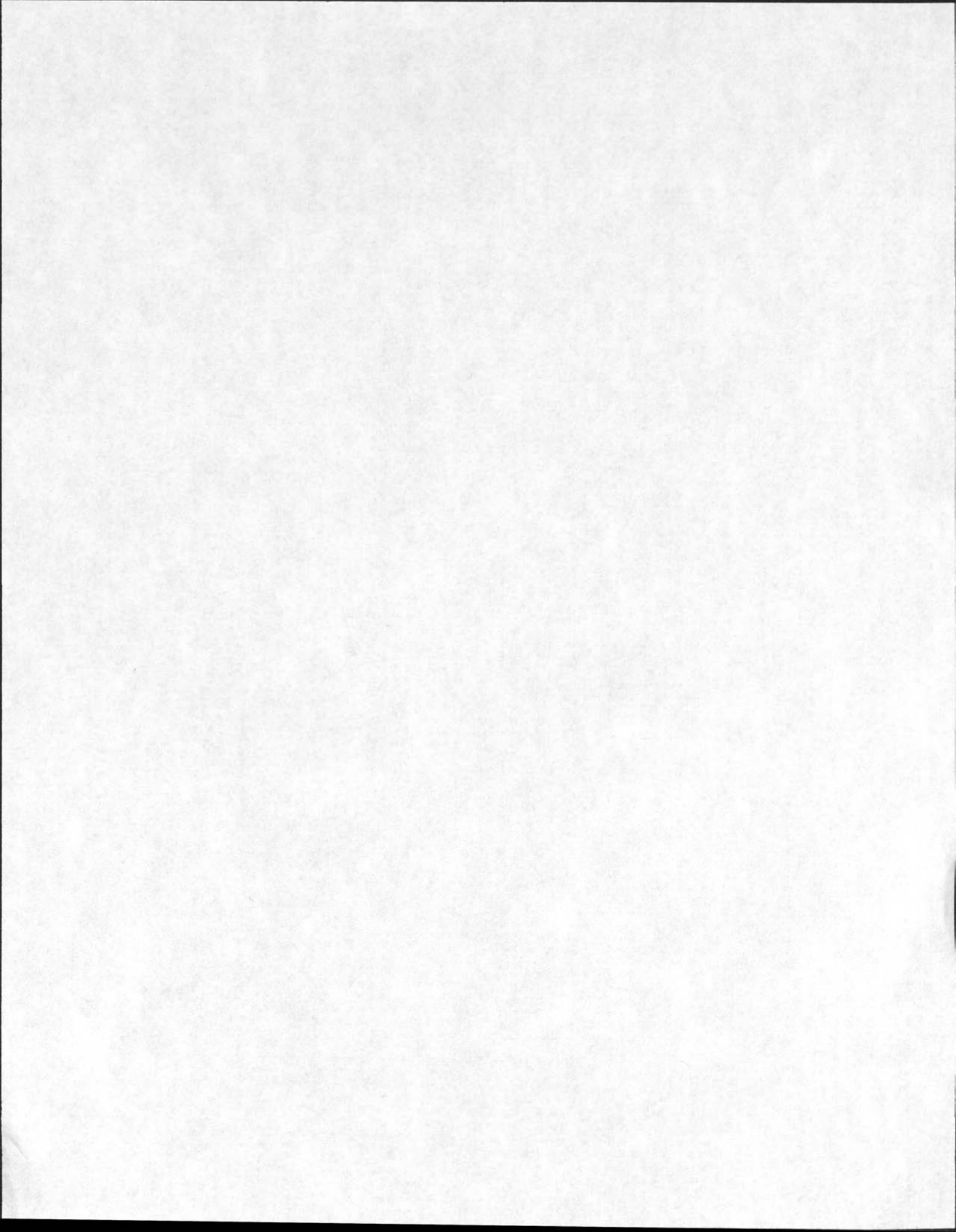
Years of Service - Executive Committee

Name	Title	Years of Service
Tony Bakker	President	17
Gary Thornhill	Executive Vice President	16
Tim Smith	Vice President, Finance & Administration	14
John Thompson	Vice President, Client Relations & Research	13
Lou Attanasi	Vice President, Product Development	13
Jerry Zink	Vice President, Customer Support	11
Joe Wezwick	Vice President, Sales & Marketing	10
Nigel Cooper	Vice President, Technology Services	10
Walter Miller	Vice President, Blackbaud Europe	2*

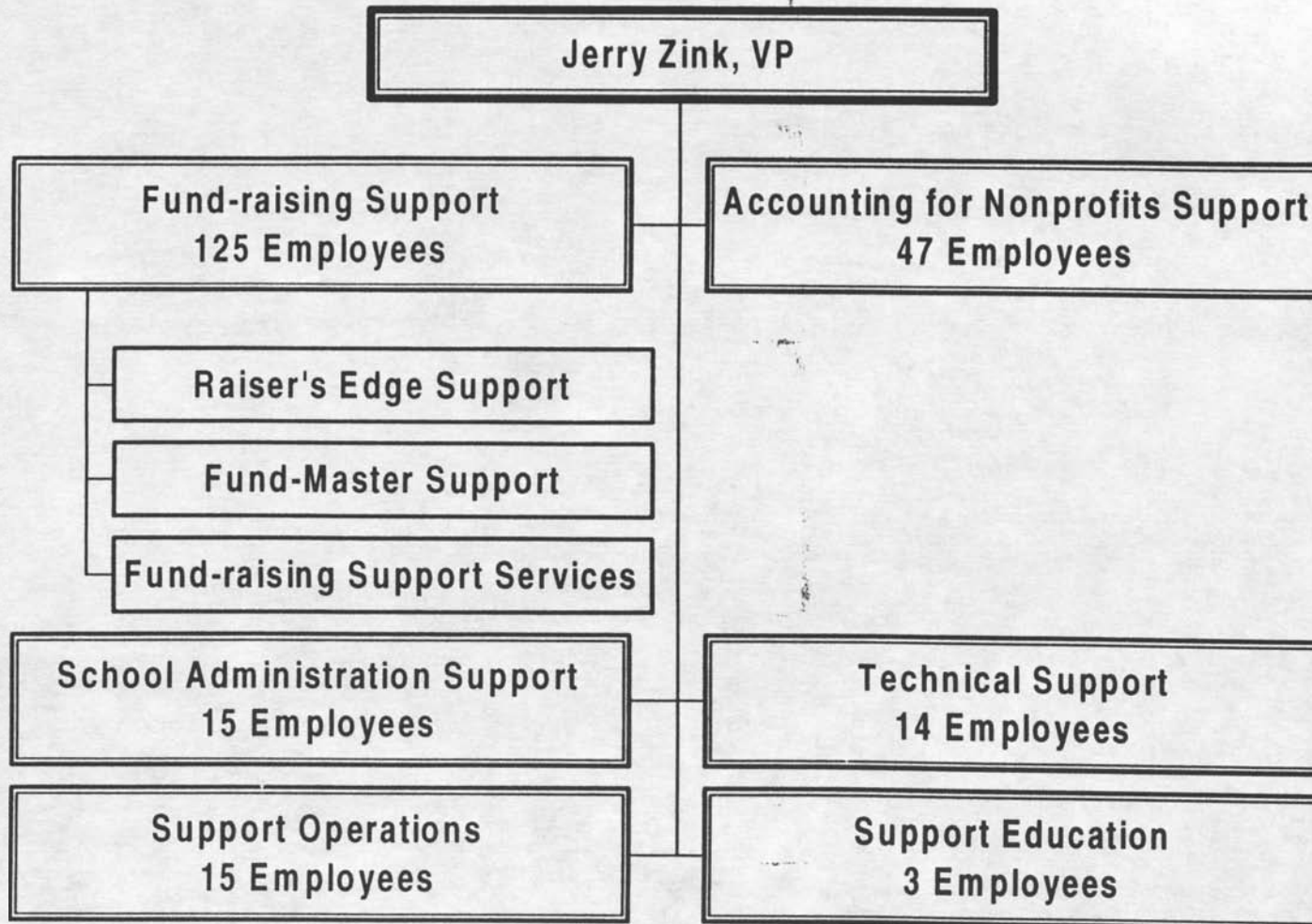
*Has worked with Blackbaud for 9 years total, the first 7 through GFI Solutions.

Years of Service - Senior Managers

Name	Title	Years of Service
Debby Feldman	Senior Manager, Operations	13
Mike Catanzarite	Senior Manager, Sales Region 3	13
Paul McElhinney	Senior Manager, Product Development FAS	12
Willy Mesa	Senior Manager, Product Development FRS/SAS	11
Cindy McElhinney	Senior Manager, Product Direction	10
Shaun Sullivan	Senior Manager, Core Technologies	10
Jeff Taylor	Senior Manager, Sales Operations	10
Rachel Hutchisson	Senior Manager, Market Research	7
Catherine Marshall	Senior Manager, Marketing	7
Laura Kennedy	Senior Manager, Human Resources	6
Loraine Brown	Senior Manager, Customer Support	6
Jamie Moon	Senior Manager, Client Relations	4



Organizational Chart



Total Employees = 220

Annual Maintenance Program

- 20% of software purchase *three times per year + 27% to cover crystal reports*
- Unlimited telephone support via our toll-free line or e-mail
- Unlimited access to software support via the Internet
- Software updates and enhancements
- Participation in User Groups and on-line discussion groups
- Monthly "technical tip" bulletins for each product line
- Discounted training prices

Premium Gold Maintenance

- 30% of software purchase for services in addition to Premium Maintenance:
 - ➔ Assigned account manager
 - ➔ Priority shipment of all program updates and enhancements
 - ➔ Opportunity to participate in Blackbaud's software design process
 - ➔ Access to a separate toll-free line, which guarantees priority service
 - ➔ Extended Support hours

Maintenance Program Success Factors

- 94% retention rate
- Dedicated, loyal customer base
- Unlimited use of 800# - Security blanket for additional staff, new situations
- Keeps software current - insurance against obsolescence
- Maintains tie with Blackbaud User Community - User Groups and on-line discussion groups

Customer Support Guide (Service Level Agreement)

- Sets proper expectations for service
- Outlines scope of services provided
- Distributed annually with Maintenance Renewal
- Service goals and results communicated regularly to customers via the Web page and newsletters

Hotline Support

- 800#, 8:30 a.m. to 8:00 p.m. E.S.T. 5 days per week
- Extended Hours available for Premium Gold

First-Quarter – 1999 Statistics

Incoming Calls	% Handled	Avg. Hold Time	First Call Closure
86,485	96%	1:54	60%

Customer Support - Training

- Classroom style – Charleston and 33 other cities throughout U.S. and Canada
- 8,000 people visit Charleston annually to be trained in BBU for an average of three days each
- Hands-on, up to 20 per class, each with own computer
- Classes range from 1 to 5 days
- Training at client site when desired
- CBT, video and Web training also available



Consulting

- 7 Fund-raising professionals, located throughout U.S.
- Provide service above and beyond training
- 1999 Goal = \$1.2 million in revenue (\$600K sold to date, 5/15/99)
- Intangible value of consulting = better users



Other Services

- Technical Consulting
- Report Writing
- Implementation Service
- Crystal Support
- Data Conversions
- Computer Forms



User Groups

- Solid base of references
- Active locally
- 65 designated user contacts throughout the US
- More than 150 local meetings planned for 1999
- Provide another resource for users to get assistance

Tools/Systems Utilized

- Aspect ACD phone system
- Clarify Clear Support / Clear Quality
- Real Time Support Model
- Aspect Director, Telecaster
- Witness Call Monitoring
- Computer Telephony Integration (screen pops, call routing)
- TCS Workforce Management (Fall 1999)

Customer Satisfaction Surveys

- Multiple methods are used
- Surveyed at 6 months to gauge success of implementation
- Annually to measure satisfaction with software, support and other services
- Survey for every training and consulting
- Random surveys to hotline callers about specific calls

Self Help

- Full text search knowledge base on the Web
- FAQs (Fax) Back documents
- Web forums and e-mail lists for discussion with other users
- Currently implementing ability for Customers to access case details via the Web
- Newsletters - monthly, by product line

Industry Certified

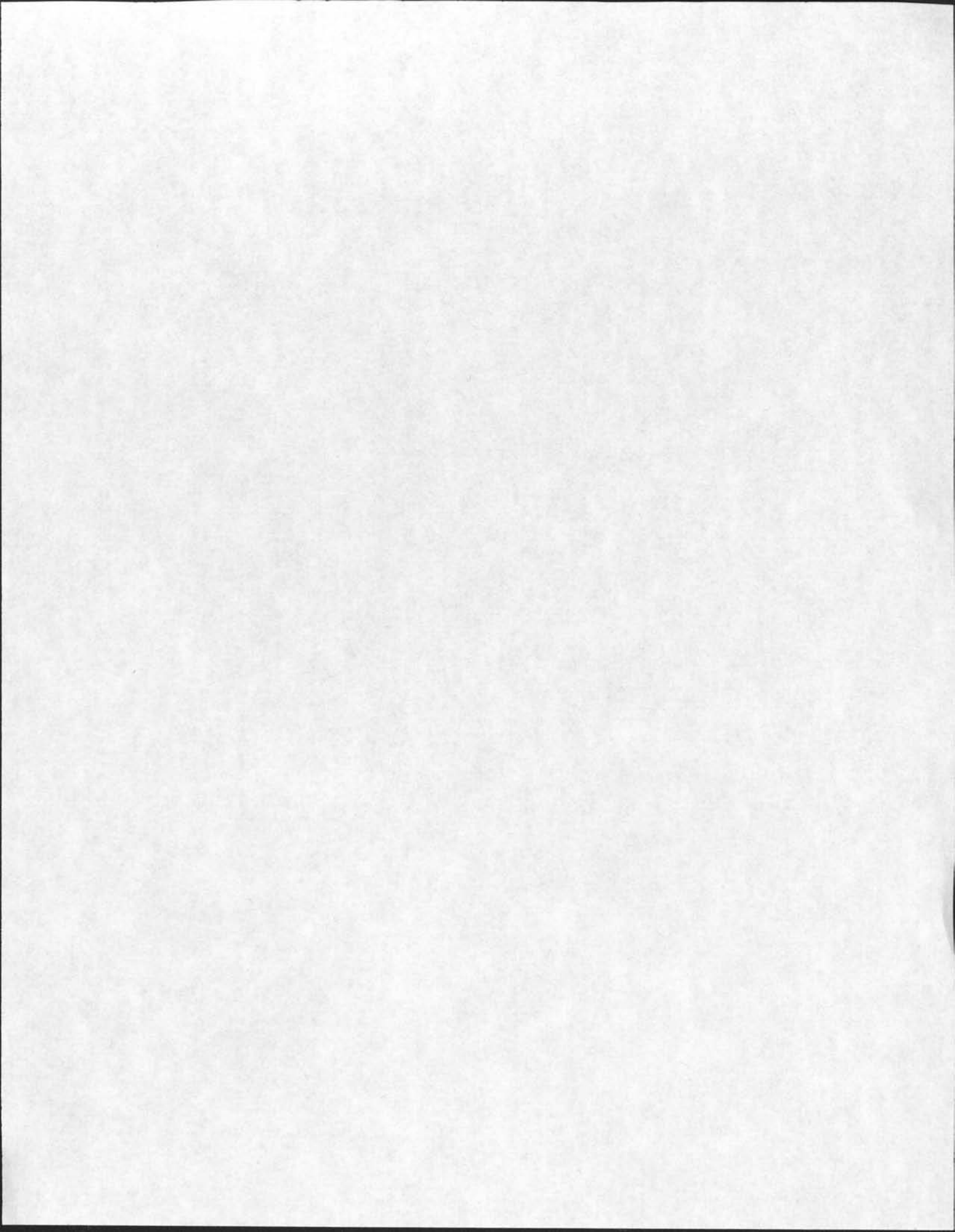
- MCP, MCSE, SCO/ACE
- CPA, CFRE
- Working toward SCP Certification

How Acquisitions Affect Support

- Systems and databases in place can easily grow to 1,000s of users
- Real Time Support Model and structure adopted in 1997 allows for growth
- Support Education plays a major role as specific training programs are developed for incorporation of staff
- Tools in place allow for most efficient planning for phone coverage and training

Distinguishing Factors

- Focus on education
- Tracks lifecycle of every open case
- Frontline support contributes heavily to majority of documentation content
- Support contributes heavily to design and deployment of new products
- Separate Technical Support - highly skilled and focused
- Client Relations
- Multiple ways of obtaining support
- Empowered frontline
- Highly detailed procedures in place
- In-tune with needs of organizations we serve through local nonprofit work
- Flexible to changing needs of Customers
- Latest technology in use
- Industry experience



- Home
- About Us**
- Products
- Services
- Customer Support
- Contact Us
- Demos Downloads
- Career Opportunities
- Site Search & Map



Monday 8.16.1999



- Welcomes
- ◀ **Quick Facts**
- Our History
- Our Customers
- Community Philanthropy
- Corporate Partners
- Corporate Newsletter

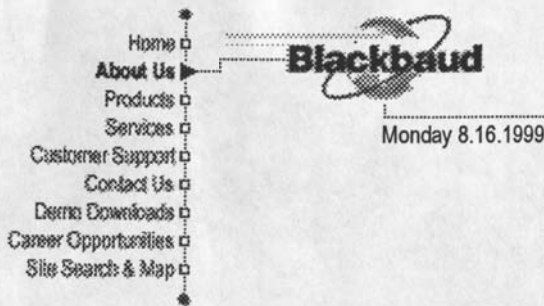
Quick Facts About Blackbaud

A privately held corporation

Headquarters ...Charleston, South Carolina
 Founded ...1981
 Employees ...674
 Customers ...12,000+

Executives

Anthony E. Bakker ...President and Chief Executive Officer
 Gary Thornhill ...Executive Vice President
 Jerry Zink ...Vice President of Customer Support
 John Thompson ...Vice President of Client Relations and Research
 Joseph Wezwick ...Vice President of Sales and Marketing
 Louis Attanasi ...Vice President of Product Development
 Nigel Cooper ...Vice President of Technology Services
 Timothy Smith ...Vice President of Finance and Administration
 Walter Miller ...Vice President of Blackbaud Europe, Ltd.



- Welcome
- Quick Facts
- ◀ **Our History**
- Our Customers
- Community Philanthropy
- Corporate Partners
- Corporate Newsletter

A Brief History of Blackbaud

Incorporated in 1982 as Blackbaud MicroSystems, the company was originally located on Long Island and served the software needs of independent schools. The company's first product, **Student Billing** (an accounts receivable program designed to run on a microcomputer), was written in 1981 for the Nightingale-Bamford School and led to the development of other accounting products and the decision to found the company. In recognition of the company's relationship with independent schools, the name Blackbaud was coined from "blackboard" and "baud," which is a computer term for the speed of data transmission. In 1992, the name of the company was shortened to Blackbaud, Inc.

From the earliest days, Blackbaud began experiencing incredible growth, expanding its product line of software for schools and also selling IBM hardware. In April of 1984, Blackbaud was named one of the first IBM Value Added Dealers. The company continued to develop new programs throughout the 1980s, including **The Raiser's Edge™**, which is Blackbaud's signature fund-raising product. The company also expanded its market beyond independent schools, realizing that all nonprofits could use software in their development/fund-raising and business offices.

In the mid-eighties, Blackbaud developed channels to distribute its software in Canada and the United Kingdom. In both 1987 and 1988, Blackbaud appeared, 37th and 130th respectively, on the *Inc. 500* list of the fastest-growing privately held companies in America.

In 1989, Blackbaud moved from Long Island to Charleston, SC. Coastal South Carolina offered a cost-effective and beautiful place to run a company and raise families. Many Blackbaud employees followed the company. In 1992, Blackbaud made its latest move to the Ashley Center in Charleston, a 70,000 square-foot facility on the banks of the stately Ashley River.

In 1996, Blackbaud acquired the UK company that had been distributing its products and opened Blackbaud Europe Ltd., serving the United Kingdom and positioning itself for expansion into Europe. In January 1997, Blackbaud Pacific Ltd. Pty. started operations in Sydney, Australia.

In 1997 and 1998, Blackbaud was honored as one of the "best, brightest and most successful" companies in the software industry in the Software 500 listing, which is published annually in Software Magazine. Blackbaud also

commenced work on a new headquarters on Daniel Island, SC, to accommodate the company's growth. Blackbaud is scheduled to move into this new home in Spring of 2000.

Currently, Blackbaud serves nearly 12,000 clients in 20 countries. As the company moves into the twenty-first century, Blackbaud will continue to explore new frontiers, providing the most advanced technology for an ever-expanding global market. The future holds the promise of a world of exciting advances, and Blackbaud will continue to set the standards for the industry.

- Home
- About Us
- Products**
- Services
- Customer Support
- Contact Us
- Demo Downloads
- Career Opportunities
- Site Search & Map



Monday 8.16.1999



Product Links

- Request Information
- Seminar Schedule
- Conference Schedule
- Computer-based Training
- Year 2000 Information



Fund-raising

- The Raiser's Edge
- RE:Win Additional Modules
- MatchFinder
- Planned Giving Software



Accounting for Nonprofits

- General Ledger
- Accounts Payable
- Purchase Orders
- Accounts Receivable
- Bank Account Reconciliation
- Miscellaneous Cash Receipts
- Payroll
- Fixed Assets
- Student Billing
- School Store Manager
- Point of Sale
- Accounting Forms Module
- Accounting Queue



Education Administration

- Academy
- Registrar's Office
- Admissions Office
- Student Billing
- School Store Manager

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Monday 8.16.1999



The Raiser's Edge for Windows

Put the power and versatility of client/server computing to work in your fund-raising office. Database options for The Raiser's Edge include Sybase SQL Anywhere and Oracle.

Download a free interactive demonstration of The Raiser's Edge for Windows now!

- [US version](#)
- [UK version](#)

Or to have a copy mailed to you on CD, please contact our sales department at sales@blackbaud.com or by phone at 800.443.9441.

Here are just a few of the many powerful features of **The Raiser's Edge for Windows**:

Prospect and Donor Tracking

- Access extensive biographical and demographic information for any individual or organization instantly.
- Using **RE:Web**, view, add, edit and delete constituent information from anywhere you have access to the World Wide Web.
- View complete employment history and educational background.
- See all of the relationships and affiliations donors may have, and get a clear picture of their giving histories. [\[View screen\]](#)

Gift Management

- Record and retain detailed information for all types of gifts and pledges made to various funds or accounts. Split gifts among funds, and record soft credits when donors share recognition for a gift. A helpful notepad allows you to record miscellaneous information about each gift. [\[View screen\]](#)
- Electronic funds transfer (EFT) capabilities make electronic giving a simple option for your donors and your development office. To your donors, you can offer the options of contributing to your organization with a credit card or direct debits from their bank account. You benefit from reduced paperwork and postage costs, plus electronic giving means no lost checks or forgetful donors. Automated credit card

Product Links

- [Request Information](#)
- [Seminar Schedule](#)
- [Conferences Schedule](#)
- [Computer-based Training](#)
- [Year 2000 Information](#)



Fund-raising

- ◆ [The Raiser's Edge](#)
- ◆ [RE:Win Additional Modules](#)
- ◆ [MatchFinder](#)
- ◆ [Planned Giving Software](#)

authorization also available via interface with ICVerify software.

- Design and manage major campaigns, an annual appeal or special event. Or accomplish all three at the same time. From prospect development and tracking the success and cost of any kind of appeal to reporting the results, **The Raiser's Edge for Windows** provides the tools you need. [\[View screen\]](#)

Contacts, Correspondence and Forms

- Use the contact management feature to track the activity involved with soliciting your major prospects from the initial contact through the actual ask. Be reminded of pending stewardship reports before they are due. Remember to send birthday greetings to your top donors or to send follow-up letters to everyone attending your latest special event. [\[View screen\]](#)
- Create personalized acknowledgment or appeal letters. Print mailing labels, envelopes, pledge reminders, gift receipts, acknowledgments, membership cards and renewal notices. Reduce mailing costs and processing time by using the powerful postal discount facility.
- Prepare for your annual phonathon by printing customized phonathon forms that display the data your callers need. After the call, simply detach the pledge card from the phonathon form, place it in a window envelope and the reminder for the donor is on its way.

Reports and Other Analytical Tools

- Make all of your reporting quick and easy! **The Raiser's Edge for Windows** comes complete with more than 100 standard reports. In addition, the combination of the powerful Query facility and the versatile report writer, Crystal Reports, allows you to produce reports containing the data from any field within **The Raiser's Edge for Windows**. Your reports can be as sophisticated or as simple as you wish.
- Prepare for the Board of Trustees meeting by producing campaign progress reports, comparative reports, performance analyses for both appeals and solicitors, and up-to-the-minute cash reports and pledge reports.
- Create constituent profiles for your volunteer solicitors. All the information needed to make your solicitors more effective can be provided in an easy-to-read, professional format.

Other Features to Make You More Effective

- Export data in many formats for use in other computer systems to send your data to the company producing your alumni directory, to your mailing house or to exchange information with a research firm.
- Use the import facility to automatically enter your new graduates, patients discharged last month, the top 100 companies in your area or a new mailing list.
- **The Raiser's Edge for Windows** has the same look and feel as

other true Windows applications. This uniformity makes it easier to learn and reduces training time. Further, Windows is the preferred platform for millions of users.

- Find immediate answers to your questions with our extensive on-line help facility. Step-by-step instructions are included to aid in learning our application. Help is instantly available from anywhere in the system.

Additional Modules

Download a free interactive demonstration of The Raiser's Edge for Windows additional modules now! Or to have a copy mailed to you on CD, contact our sales department via e-mail sales@blackbaud.com or by phone at 800-443-9441.

The following additional modules are available to meet the following specialized needs of nonprofits ...

RE:Web -- Thin-Client Technology for Internet/Intranet Access

Blackbaud has leveraged the latest in Web technology to provide access to The Raiser's Edge via the Internet or your intranet. Thin-client computing means a Web browser is the only program users need on their computers to operate RE:Web. You can view, add, edit and delete constituent information. It's a cost-effective wide-area network solution for remote offices and traveling staff members. *RE:Web is free of charge to licensed users of The Raiser's Edge.*

RE:Search for Prospect Research

RE:Search provides the tools to manage prospective major donors – whether they are individuals, corporations or foundations – from identification and profiling to the cultivation and solicitation of major gifts. You can store any information you choose and document the entire solicitation process.

RE:Volunteer for Volunteer Management

RE:Volunteer gives you all the tools you need to coordinate your volunteers. Complete record-keeping includes what assignments a volunteer is interested in, when a volunteer is available and any special information such as skills, experience and certification. You can schedule volunteers for assignments, print out schedules and record hours worked. The system will even keep track of when the volunteer's next award is due. [\[View screen\]](#)

RE:Event for Special Event Management

RE:Event helps you organize and manage any fund-raising event your institution may hold. You can record how many people were invited and who they were, who accepted the invitation or registered for the event and who actually attended. You can store prices or fees and record expenses associated with the event in order to track revenues against expenditures. RE:Event can also handle seating arrangements and keep track of accommodations. [\[View screen\]](#)

RE:Member for Membership Management

In addition to keeping track of who your members are and when they joined, RE:Member records renewals, upgrades, downgrades, and lapsed and dropped members. You can produce membership cards for any individual or group membership, and renewal notices can be generated automatically when a membership is about to expire. Reports include membership lists and directories, and analytical and statistical reports. [\[View screen\]](#)

RE:Alum for Alumni/ae Tracking

Designed specifically for schools, colleges and universities, the RE:Alum facility includes additional information and reporting capabilities that can help you reach, solicit and better manage your constituency. You can produce analytical reports by class that detail which alums gave, how much they gave and the participation rate for each class. You can print alumni/ae class lists as well as parent and grandparent directories, and you can either create your own attractive alumni/ae directory or send the relevant data to the company producing your directory. One of the most useful features of RE:Alum is its ability to produce your annual Council for Aid to Education (CFAE) report. What may have taken several days or weeks to produce can now be printed in minutes! [\[View screen\]](#)

RE:Tribute for Tributes and Memorials

RE:Tribute tracks all gifts made in honor or memory of an individual or individuals. You can properly acknowledge the donor and inform the honoree or all designated family members of each contributor and what they gave. For organizations with a large volume of tribute funds, this facility automates a time-consuming process while improving reporting accuracy. [\[View screen\]](#)

RE:Queue for Task Scheduling

RE:Queue allows you to set up a sequence of reports, queries, imports, exports and mailings that can be executed, one after the other, automatically and unattended. Using this facility can save you a tremendous amount of time with all the repetitive tasks performed by **The Raiser's Edge for Windows**. Because RE:Queue is designed to run unattended, it fully documents each task executed and any problems encountered along the way.

RE:EFT for Electronic Funds Transfer

Our new Electronic Funds Transfer (EFT) module makes electronic giving a simple option for your donors and your development office. You can offer your donors the options of contributing to your organization with a credit card or direct debits from their bank account. What could be simpler for them? They don't have to write a check or remember to make regular pledge payments. You benefit from reduced paperwork, plus electronic giving means no lost checks or forgetful donors.

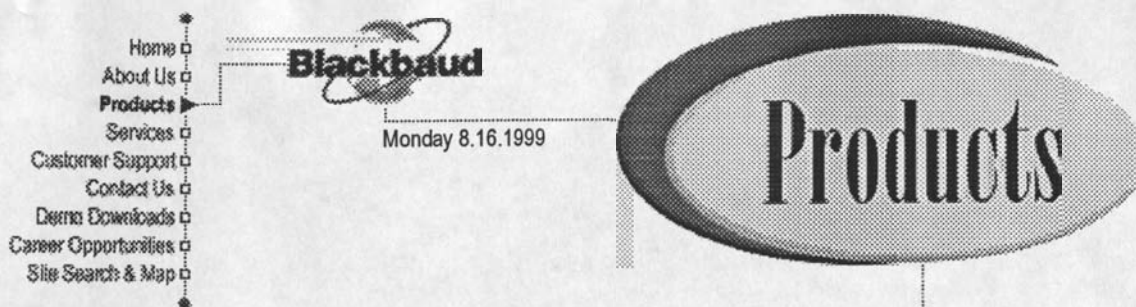
RE:Open for Open Database Access

RE:Open permits open access to the database and underlying relational architecture behind **The Raiser's Edge for Windows**. Once installed, read only access to the table definitions, structures and fields is granted to the user. This will enable an MIS or Data Processing professional to create other applications that can be triggered by Raiser's Edge actions or be linked to Raiser's Edge data.

The Mailer's Edge for Postal Discounts, Address Standardization and NCOA

The Mailer's Edge gives you the tools to save you money on mailings by auto-sorting envelopes and labels into batches as per US Postal Service regulations. Also, take advantage of the address update and correction services offered by both the United States Postal Service and private companies. To standardize addresses, The Mailer's Edge creates a file in the appropriate format that you can present to your Post Office. The Postal Service standardizes the spelling and format of delivery addresses, and validates and corrects ZIP Codes while adding the extended ZIP + 4 Code. This can help you save money on your mailings. To update addresses, The Mailer's Edge creates a file in the appropriate format for address correction services that use National Change of Address (NCOA) data. [\[View screen\]](#)

Hardware specifications (33KB Adobe Acrobat .PDF file)



General Ledger for Windows

Download a free demonstration of General Ledger now! Or to have a copy mailed to you on diskette, contact our sales department via e-mail sales@blackbaud.com or by phone at 800-443-9441.

Offering leading-edge technology for Windows 95/98 and Windows NT and backed by more than a decade of experience developing nonprofit accounting software, General Ledger makes you more productive than ever before.

General Ledger sets new standards in technology, account setup, management, budgeting and reporting. Please read on to find out how...

TECHNOLOGY

Leading technology for fast and powerful performance.

- Designed for Windows 95/98 and NT.
- Identical look and feel you get with other 32-bit Microsoft products.

Client/server database architecture.

- Advanced processing design for fast, reliable results.
- Powerful, low-maintenance relational database: Sybase SQL Anywhere

Move to a "paperless" office.

- E-mail reports directly from your screen.

ACCOUNT SET UP, MANAGEMENT AND BUDGETING

Flexible user-defined account structure.

- Up to 30 total characters in as many as 10 segments. [\[View screen\]](#)
- Use segments to sort accounts and create custom reports.

Keep unlimited years of transaction data online.

Product Links

- [Request Information](#)
- [Seminar Schedule](#)
- [Conference Schedule](#)
- [Computer-based Training](#)
- [Year 2000 Information](#)



Accounting for Nonprofits

- ◆ [General Ledger](#)
- ◆ [Accounts Payable](#)
- ◆ [Purchase Orders](#)
- ◆ [Accounts Receivable](#)
- ◆ [Bank Account Reconciliation](#)
- ◆ [Miscellaneous Cash Receipts](#)
- ◆ [Payroll](#)
- ◆ [Fixed Assets](#)
- ◆ [Student Billing](#)
- ◆ [School Store Manager](#)
- ◆ [Point of Sale](#)
- ◆ [Accounting Forms Module](#)
- ◆ [Accounting Queue](#)

- Perform comprehensive year-to-year trend analysis at a moment's notice. [\[View screen\]](#)
- Summarize data for years where transaction detail is not required but you still want comparative reports.

Easy export to any database, spreadsheet or word processor.

- Seamless interface with other Blackbaud products.

Include budgets in your long-range planning.

- Budget for as many years into the future as needed.
- Produce long-range budget reports.

Optional encumbrance accounting.

- Commitment journals extend your ability to track and approve expenditures.

'Drill down' on an account summary to access transaction details.

- Quickly see posting date, reference, source of transaction and more.

Keep your last fiscal year open as long as you want.

- Begin work in the next fiscal year even if your audit is not complete.
- Control available posting periods with optional soft-closing feature.

Fast and easy data entry.

- Spreadsheet-style entry area. [\[View screen\]](#)
- Transaction defaults for added speed.
- Arrange data entry fields in the order you find most efficient.
- Post multiple batches at one time.

REPORTING**Consolidate funds for various reporting needs.**

- Convenient consolidation charts define the format and sub-totals for financial statements according to your specific needs.
- Group accounts for external reporting (including FAS 117), internal management reports, Board reports or other formats required by regulators or funding sources.

Unlimited user-defined fields.

- Group accounts and create reports based on account attributes.

- Track revenue classifications or sources, gross margins, Form 990 classification, expense categories - salaries, benefits, utilities, postage and more.

Any report is possible.

- More than 100 ready-to-go standard reports available.
- Powerful query function and built-in report writer by Crystal Reports offer unlimited reporting flexibility.
- Features 'drag and drop' so you can design your own report layouts.

Attractive graphs give a quick picture of your data.

- Click on a toolbar button to see actual-to-budget and year-to-year comparisons for any account.
- Copy graphs and paste them into Windows word processing or presentation software.

FASB, GASB, and GAAP compliant.

- Yet maintain traditional fund accounting if you choose.

Report across fiscal years on any date range.

- Multiple fiscal year reporting, both backwards and forwards.
- Enhances reporting ability for Project, Grant and Endowment Management.

Additional Modules**Project, Grant and Endowment Management**

This module interfaces with General Ledger to give you an extra level of tracking so you can report on activity for:

- Projects
- Grants
- Endowments
- Scholarships
- Programs
- Special Events
- Productions
- Investments
- Exhibits
- And other similar entities

Associate financial transactions with each individual project, grant or other sub-category for complete reporting at the project level. Tracking these at this level allows you to keep your chart of accounts succinct and manageable.

For example, all restricted contribution income for your projects or grants can be recorded to a single general ledger account, without requiring you to establish a separate income account for each project. Report on contributions for one or any combination of projects.

Define your own project types. Unlimited attributes (user-defined fields) meet your unique needs for monitoring due dates, reporting frequency, personnel responsibilities or any additional information specific to your organization. Budgeting by project is also available with this module.

Interest Income Allocation

Save hours of valuable time each month using this additional module. Available with Project, Grant and Endowment Management, Interest Income Allocation calculates an investment pool's total asset balance (the sum of all of your projects' asset balances) and then determines each project's percentage of interest income.

You no longer have to spend time performing calculations for *each* project when you receive your statements. Simply define your investment pool and add projects to it, specifying the asset accounts that make up the project's portion of the pool, and let the system do the rest. Even account for fixed amount and percentage fees based on each project's asset balance.

Budget Management

Enhance and expand your budget development capabilities within General Ledger. Budget Management allows you to:

- Create your budget using current or any previous years' budget information
- Copy a budget from another year, quickly manipulate a budget up or down using amounts or percentages, and use an unlimited number of budget distribution tables
- Define one account's budget as a percentage of another's budget
- Enter details into a notepad of how the budget for a particular account was developed
- Record budget adjustments and report on your original or adjusted budget
- Project remaining actual amounts based on year-to-year results and the annual budget

Hardware specifications (24KB Adobe Acrobat .PDF file)

- Home
- About Us
- Products**
- Services
- Customer Support
- Contact Us
- Demo Downloads
- Career Opportunities
- Site Search & Map



Monday 8.16.1999



Accounts Payable & Purchase Orders for Windows

Download a free demonstration of Accounts Payable for Windows now! Or to have a copy mailed to you on CD or diskettes, contact our sales department via e-mail sales@blackbaud.com or by phone at 800-443-9441.

With Blackbaud's Accounts Payable for Windows, paying bills is now easier and more efficient. Make payments any way you want – by system-generated or hand-written check or via electronic funds transfers.

An optional Purchase Orders module puts you firmly in control of purchases and receipts. When entering a new purchase order, you can even check your budget for sufficient funds through a built-in interface with Blackbaud's General Ledger. It's a snap to print purchase orders, duplicate orders, receipts and cancellation notices.

Accounts Payable is designed especially for Windows 95/98 and NT and is a component of Blackbaud's Accounting for Nonprofits, an integrated system for your entire business office.

Product Links

- Request Information
- Seminar Schedule
- Conference Schedule
- Computer-based Training
- Year 2000 Information



Accounting for Nonprofits

- ◆ [General Ledger](#)
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- ◆ [Payroll](#)
- ◆ [Fixed Assets](#)
- ◆ [Student Billing](#)
- ◆ [School Store Manager](#)
- ◆ [Point of Sale](#)
- ◆ [Accounting Forms Module](#)
- ◆ [Accounting Queue](#)

HIGHLIGHTS of Accounts Payable for Windows:

Virtually any type of payment is possible:

- Computer checks
- Manual checks
- Direct disbursements
- Bank Drafts
- Electronic Funds Transfers (with optional module)

Numerous payment options to meet any situation that arises:

- Pay multiple invoices with a single check
- Make partial payments on open invoices
- Select invoices to approve or pay based on criteria you define
- Create pre-payments without generating an invoice
- Quickly cut a check directly from a vendor's record [\[View screen\]](#)

Let Accounts Payable take some of the work out of your work:

- Calculates and records vendor discounts automatically
- Handles multiple payment terms and user-defined schedules for payments
- Offers fast, accurate reconciliation with the optional Bank Account Reconciliation module
- Notifies you if vendor credit limits are reached

The optional Purchase Orders module integrates with Accounts Payable to make the purchasing process easy:

- Check your Blackbaud General Ledger account or project budget before generating a purchase order
- Enter unlimited items per purchase order [\[View screen\]](#)
- Create recurring purchase orders
- Print POs, receipts, duplicate orders and cancellation notices
- Post encumbrances directly to Blackbaud's General Ledger
- Receive full or partial shipments and record merchandise as it arrives
- Process shipments of items not ordered or received at a different unit cost

Keep comprehensive transaction information at your fingertips:

- Access payment detail for unlimited fiscal years [\[View screen\]](#)
- View detailed check registers for an unlimited number of bank accounts [\[View screen\]](#)
- Store information on banks – yours and your vendors'

Maintain a complete audit trail:

- Distribute an invoice across funds – the system tracks all interfund entries
- Allocate expenses using an unlimited number of pre-set distributions
- Create adjustment transactions for posted invoices and credit memos
- Check that general ledger account numbers entered are valid in the Blackbaud General Ledger's chart of accounts

Easy-to-use, powerful analytical tools:

- Dozens of ready-to-go vendor, invoice and purchase order reports
- Report across fiscal years on any date range
- "Wizards" walk you through creating a report
- Formatting options enable you to design reports to look the way you want
- Segment your data based on criteria you define with the Query module
- Instantly compare vendor activity from one year to another on screen
- View a quick summary of your transactions with a vendor on any date range

Accounts Payable is designed to keep you on the leading edge of technology:

- Developed specifically for Windows 95/98 and NT
- Uses client/server architecture, supporting Sybase SQLAnywhere™ relational database
- Electronic funds transfer-ready with optional module

Easily integrates with other programs:

- Posts directly to Blackbaud's General Ledger
- Exports to spreadsheet and word processing programs
- Works with other Blackbaud Windows software

Customize your system with:

- User-defined fields
- Renameable fields
- Removable tabs
- Color-coded grids to identify transaction types.

Additional Modules

Purchase Orders

The optional Purchase Orders module integrates seamlessly into Accounts Payable and performs all of the functions your organization needs to enter, maintain and process purchase orders and receipts. The system can also support encumbrance accounting. You can track the complete order process, from the initial requisition through the entry and printing of purchase orders to the recording of merchandise when it arrives and the generation of accounts payable invoices. A full range of ready-to-go purchase order reports are available to keep you on top of your purchasing.

- Enter an unlimited number of items per purchase order, and view them all at once.
- Speed data-entry time when creating a new purchase order by copying the information from a previous purchase order.
- When entering a new purchase order, make sure you have sufficient funds in the appropriate accounts – instantly check your budget through a built-in interface with Blackbaud's General Ledger.
- Generate drop-ship purchase orders.
- Receive full or partial shipments and record merchandise as it arrives, receive items not ordered or items received at different unit costs, record miscellaneous charges (freight, taxes, etc.) appearing on purchase orders.

Three different purchase orders types are available:

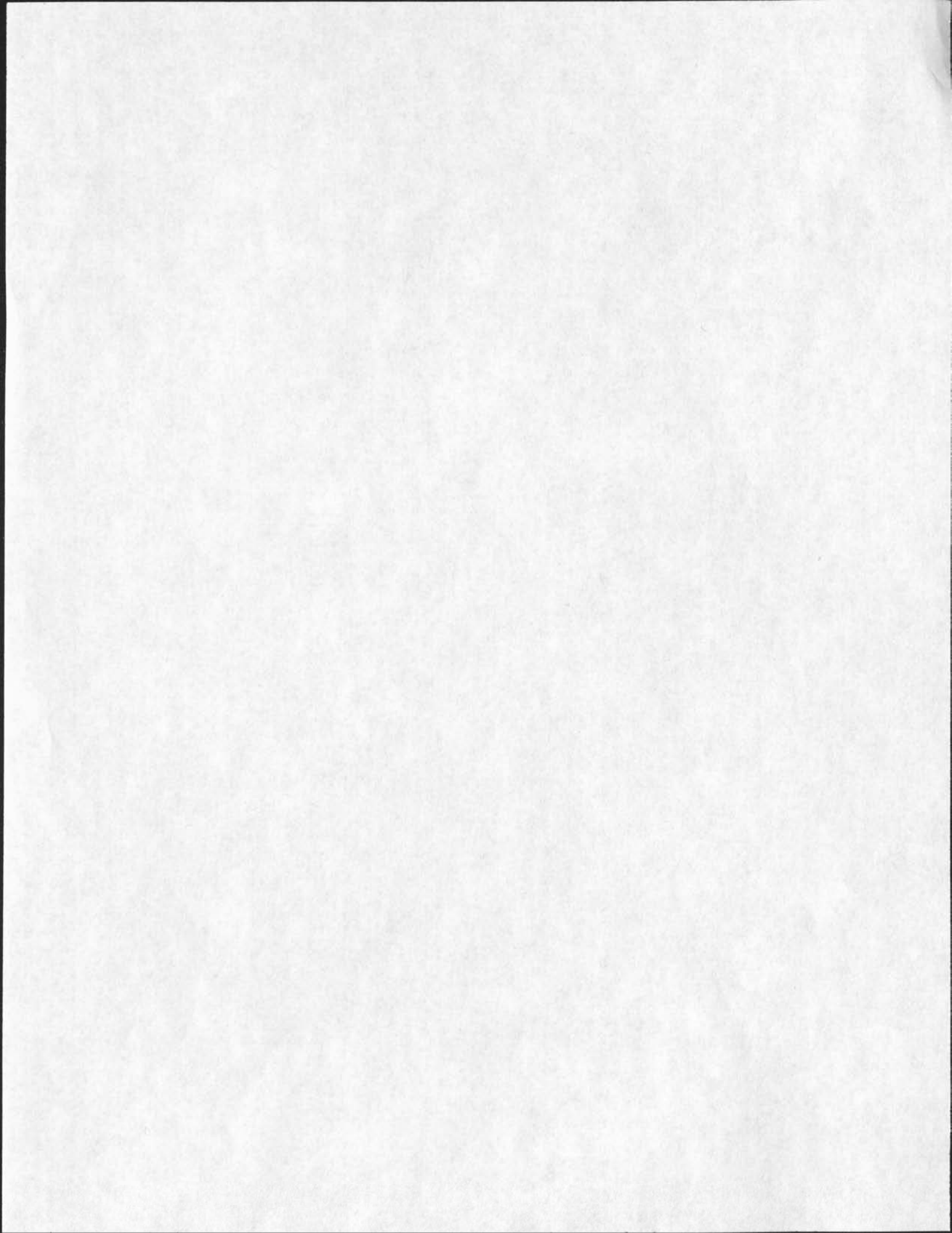
- *Regular* – Normal type of order for goods or services from the vendor.

- *Blanket* – An order for a larger quantity than is currently required but to which you have committed. This may be done to get a volume discount or to ensure that hard-to-get items are received.
- *Standard* – This is used to generate regular orders on an ongoing basis when the items and amounts are the same each time. This feature reduces data entry when re-orders are placed.

Electronic Funds Transfer

Step into the age of paperless payments with the optional EFT module. All you need are your bank accounts' login cards, your vendors' routing and account numbers and a modem. Making payments is as easy as selecting the invoices you want and then sending to the bank a file containing those transactions via phone line or the Internet. This emerging technology helps you save paper and avoid laborious print jobs. And it's just as easy to keep a clear audit trail with EFT as with other payment methods.

Hardware specifications (24KB Adobe Acrobat .PDF file)



Summit/Balwath
Due Diligence

8/17/99

Actions -

✓ prepare NDA + send to Shaw / get LA signature
get MS + SD signatures
send to BB + to Summit

✓ prepare proposal + send to Balwath
- also sign NDA with Summit

✓ set up question list for MS + SD
get OK from Balwath
review with Attanasi
" with MS + SD

DB/Oracle
Sybase +
SQL Server

✓ set up source code, etc for SD

✓ set up on site visit for MS
Development process
Customer Service

✓ Determine what products + Technologies
to be reviewed
Raisin's Edge
Acctg
Education

MS
11¹⁵ 718 549 4901

11³⁰
212
727
4271
SD D

10/16/99

Mike Balmuth -

- Non-disclosure agreement .
- (Thu) 701 - for MS
- Eric Gaaserud -- (Alex Brown)
- Lou Attanasi - x 2800

Process Review { 17.0 Fund Raising (Laiser's Edge)
 Acctg Phgs. next version fund raising

Product/Technology review -
 ownership, quality

Education phg?
~~Validate ownership~~

FAX
 email
 Lou A @ Blackband.com

Jenny Zink 5400x
 843-740x 3700

Customer Service --- ?

(Confidential)

Rob Shaw 843-747-9396 --
 FAX 843-740 5400x 2204
 (send NDA)

profiles -
 BG
 MS
 SD

Schedule MS
 " SD

your items
25
6638

Summit /
Blackboard
Due Diligence
10/13/99

Mike Baluth - 617-824-1041
(H) 781-~~245~~-2204
235
\$90M

Charlotte, So. Carolina.

Blackboard

12000 customers

applic software
fund raising racty // K+12 (acquisition)
NT 5% - 10%
V7.0 Beta 4Q99 - ? 5/00 - 6/00 GA
includes browser band capability

VP-R+D

35% maint
200M - 300M price
for co. 100
went 400 in '00
Planned V7.0
for racty in
starty in '00

mgt team might leave

premium price in well penetrated mkt

technology issues -

adding of browser -
robustness, quality
new features
x customer interest

WEP
Ther

Monty Silkeborg - 1/2 day prep
2 days on site
1/2 day report

3 days

4500

3000 Sid Dewayer 1/2 2 days -
tech review + report

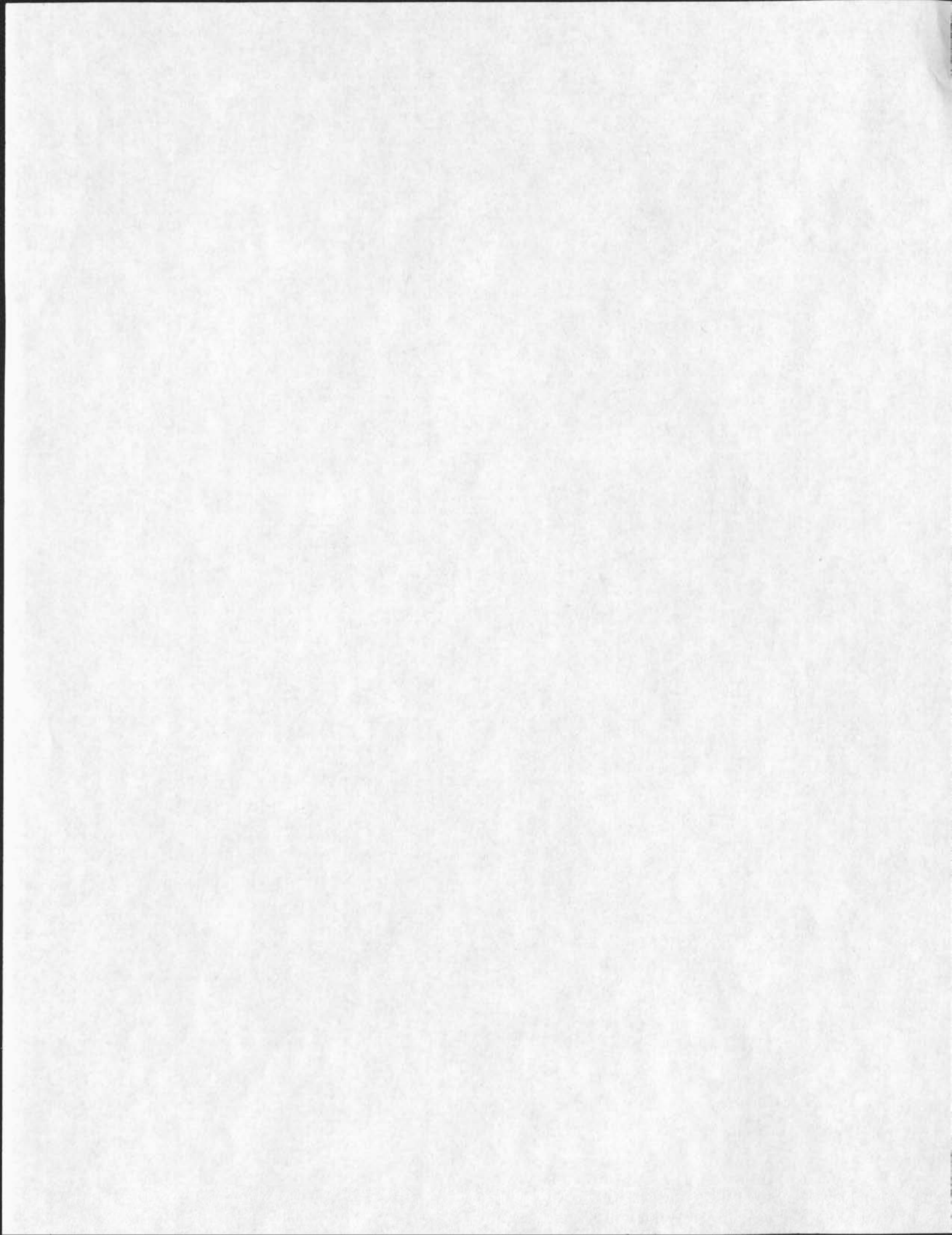
2500 Bobt [unclear] - 1 1/2 day -
organizing + report

10,000

2000

12,000

+ travel + other expenses



69

BURTON GRAD ASSOCIATES, INC.

101 POST ROAD EAST
WESTPORT, CONNECTICUT 06880
(203) 222-8718
(203) 222-8728 FAX
BURTGRAD@AOL.COM

August 17, 1999

Mr. Michael Balmuth
Summit Partners
600 Atlantic Avenue
Suite 2800
Boston, Massachusetts 02310

Dear Michael:

Burton Grad Associates, Inc. (BGAI) proposes to perform the requested technical due diligence review of Blackbaud, Inc.. (Blackbaud) for Summit Partners (Summit).

Objectives

Summit wants to have an independent technical due diligence study performed prior to determining whether it wishes to make a substantial investment in Blackbaud. This study will help ensure that the technical program representations made by Blackbaud to Summit are accurate and complete and to be sure that there are no serious development or technical issues which would significantly affect estimates of current value or projections of future profits from Blackbaud. Summit will separately perform any legal and financial due diligence work it needs as well as review the customer base, analyze the market opportunities and determine the effectiveness of Blackbaud's organization and operations.

BGAI, an independent consulting firm with extensive experience in computer software and services company due diligence and valuation studies, is pleased to perform this technical due diligence study so that Summit can proceed with its potential investment decision.

Work Plan

1. BGAI will request certain development and technical information from Blackbaud for each of the product areas to be examined. The initial request list is attached as Appendix B. After discussions with Summit and Blackbaud, BGAI will prepare the final information request list and send it to Blackbaud for response.
2. BGAI will conduct on-site interviews with one principal technical executive and possibly a few other technical managers of Blackbaud and review all relevant materials in the technical due diligence area including source code and documentation.

3. BGAI will analyze the Blackbaud materials and interview notes to identify any areas of concern and any potential problems in the technical due diligence area.
4. BGAI will prepare a technical due diligence report for Summit on its findings and recommendations about Blackbaud without disclosing any Blackbaud-identified source code or related program materials.

The technical due diligence assignment is described below:

- Review the development process and methodologies, assess the technical aspects of the current programs and analyze the new programs status and plans.
- Focus will be on the quality of the existing programs and on the risks involved in completing the in process programs.
- For the current Fund Raising and Accounting products (and possibly the Education products), we will review the features/functions, as well as development style, documentation, regression testing, etc.
- For the planned Raiser's Edge 7.0:
 - ▶ How difficult are the development efforts in terms of complexity, resource level, time frame and performance?
 - ▶ Does Blackbaud have the resources and skills needed to get the project done?
 - ▶ Can Blackbaud meet the schedules?
 - ▶ Are the features/functions appropriate for the market requirements as stated by Blackbaud?

Staffing

The project will be managed by Burton Grad, president of BGAI, with BGAI Associates Sidney J. Dunayer and Martin Y. Silberberg as the principal technical consultants.

Professional profiles for the BGAI participants are enclosed as Appendices A-1, A-2 and A-3.

Summit and Blackbaud will designate liaisons to work with BGAI.

Schedule

The final information request list will be ready to be sent to Blackbaud by August 18, 1999. The key response materials should be available from Summit and Blackbaud by August 19, 1999.

The on-site meetings and interviews have been scheduled for August 19, 1999 when Silberberg is planning to be on site in Charleston, South Carolina. The source code and technical review will be performed remotely by Dunayer on August 20, 1999.

A summary report covering the BGAI findings, concerns and recommendations will be delivered to Summit on August 23, 1999, if all materials can be obtained and interviews conducted in a timely fashion. A final report will be delivered on August 25, 1999 unless additional issues are raised by BGAI or Summit.

Confidentiality

All information received and work performed will be treated as fully confidential and not disclosed to any third party without prior written consent from Summit.

BGAI will sign a letter with Summit agreeing to observe the rules of its non-disclosure understandings with Blackbaud. BGAI and its employees and consultants will also be bound by a special non-disclosure agreement between BGAI and Blackbaud.

BGAI will not remove any programs or program documentation from Blackbaud premises nor provide detailed descriptions of these to Summit without specific written authorization by Blackbaud.

BGAI (and its employees and consultants) will not be restricted in any other way as to working with other firms in the software industry as a result of this assignment; however, BGAI will not perform any work directly related to Blackbaud, except for Summit, until after August 31, 2000.

Costs and Payments

The due diligence work will be performed on a time and expense basis. The following are the BGAI consultant fees:

Burton Grad	\$2,500/day
Sid Dunayer	\$1,500/day
Marty Silberberg	\$1,500/day

Mr. Michael Balmuth
Page 4
August 17, 1999

BURTON GRAD ASSOCIATES, INC.

Based on the information about Blackbaud available to us at this time and the limited information requests from Summit, we estimate that the project will require about two to three days for Silberberg, one to two days for Dunayer and one day for Grad.. Therefore, the consulting fees for BGAI should not exceed \$10,000 unless Summit requests additional analyses, reports or extensive personal debriefings.

In addition, BGAI will be reimbursed for all authorized out of pocket expenses, including travel, accommodations, phone/fax, express delivery, etc. Since one of the BGAI consultants plans to visit Blackbaud technical operations in Charleston, South Carolina, we estimate that the total expenses will be less than \$2,000.

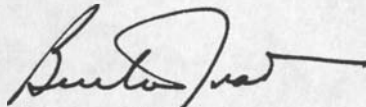
Payments are due as follows:

On completion of the due diligence project: Total fees and expenses

Payment is due within 15 days of Summit receiving the invoice. If the project is extended beyond August 31, 1999, then BGAI will invoice monthly for its services.

If the above project description is satisfactory, please sign below to authorize BGAI to initiate the work.

Sincerely,


Burton Grad
President

Accepted for Summit Partners

by _____
Signature Date

Name

Title

Enclosures
BG:5086

PROFESSIONAL SUMMARY BURTON GRAD

Burton Grad, President of Burton Grad Associates, Inc. (BGAI), has a long record of significant contributions to the computer software and services industry. He has experience as a user and developer of application and systems products and as consultant, innovator, businessman and industry leader in the computer software and services community:

Since 1978 he has been a consultant for software products, software professional services, value added remarketers, processing services and other computer software and services businesses:

- ❖ Strategic planning, management and organizational consulting and product analysis, evaluation and review
- ❖ Company and product acquisition studies including due diligence and valuation for financial, tax and capitalization purposes
- ❖ Planning, assessment and analysis of business operations including quality and productivity measurements

Work is performed personally or with the assistance of well-known specialists in market research, customer service, industry applications and mainframe, midrange, workstation, client/server and personal computer systems.

This is a partial list from the more than 150 clients of BGAI:

AGS Information Services (now part of Keane, Inc.)
Broadview Associates and Geocapital Partners
Expert Software
Future Three
Informatics (now part of Sterling Software)
International Business Machines
Keane, Inc.
Morgan Stanley
NCR Corporation
Relay Technology
SPSS, Inc.
Sterling Software, Inc.
Triad Systems Corporation
TSI International

BURTON GRAD

Work Achievements

Burton Grad Associates, Inc. (1978 - Present)

- * Strategic planning, management and organizational consulting and product analysis, evaluation and review
- * Company and product valuation studies for financial, tax, capitalization and acquisition purposes
- * Business assessment studies and implementation projects for product strategy, development, quality management and customer service
- * Design and implementation of computer based training courses

Customer Care, Inc. (1992 - 1996)

- * Publishing **CustomerCare Newsletter** and *CustomerCare Survey* directed at software companies' customer services activities: support, documentation, training and product consulting
- * Providing consulting on customer service processes, and training for customer service personnel

Heights Information Technology Service (1979 - 1983)

- * Professional Services for applications and systems development
- * Use of professionals on a remote, work at home basis with effective project management

International Business Machines Corporation (1960 - 1978)

- * Definition, design and implementation of application development systems strategy resulting in release of IBM's development management systems
- * Development of application programs for every major industry
- * Establishment of joint planning and programming development with European operations
- * Announcement, development and initial support of CICS
- * Management of application development for small business and process control systems
- * Responsibility for the production, release and maintenance of close to 200 programs

- * Conception of approach to and programs for text processing and office automation systems
- * Development and expansion of computer based training systems
- * Development of management science and scientific programs
- * Participation in the structuring and unbundling of IBM program products
- * Creation of the Study Organization Plan for specifying and designing application systems

General Electric Company (1949 - 1960)

- * Programming of the first commercial computer (Univac I in Louisville)
- * Development of discrete simulation techniques for manufacturing planning and control
- * Invention of decision tables
- * Study of automated factory design and implementation
- * Initiation and use of advanced techniques for production, inventory and quality control

Other Professional Activities

1972-Present ITAA (formerly ADAPSO)

- * Computer Software and Services Trade Association
- * President, Treasurer and Board member of American Software Association Division of ITAA
- * Member of ITAA Board
- * Chair and member of various committees (Industry Relations, Software Capitalization, Software Openness, Technology Information Services, Quality Management)
- * Executive Committee of Information Technology Foundation (Project Office)

1968 and 1979 Principal author of Management Systems, published by Holt, Rinehart and Winston. Used for colleges and businesses for computer application system methodology and design.

1950-Present Speaker and chair at conferences and workshops and contributor to professional journals on various information technology subjects including decision tables, quality control, systems engineering and software capitalization.

BURTON GRAD

Burton Grad Associates, Inc.
235 Martling Avenue
Tarrytown, NY 10591
(914) 631-1129
(914) 631-1164 FAX

EDUCATION

1949 Bachelor of Management Engineering
Rensselaer Polytechnic Institute
Troy, New York

POSITION HISTORY

1978-Present **Burton Grad Associates, Inc.,**
Founder and President
Consultants to computer software and services companies

1992-1996 **CustomerCare, Inc.**
Chairman
Publisher and Consultants for software customer services

1978-1984 **Heights Information Technology Services, Inc.,**
Founder and President
Professional software services

1960-1978 **International Business Machines Corporation**
Consultant - IBM Research Lab
Director of Development - Data Processing
Division (DPD)
Manager - Development Services and Scientific
Application Programs (DPD)
Manager - Technical and Scientific Development
(DPD)

1949-1960 **General Electric Company**
Consultant - Advanced Application and Systems
Development - Production Control Services
Manager - Production Control Operation - Large
Stream Turbine Division
Manufacturing Training Program

Professional Profile - Sid Dunayer

Communications and Network Related Projects

Major International Chemical Manufacturer

Requirements analysis and design of the global network connecting the various product design centers worldwide. The network is currently implemented using Token-Ring and Ethernet local area networks connected via private T1/T3 service, Fiber links, Asynchronous and Synchronous dial connections, X.25 packet connections and SAA connections to the mainframes. Through this network, the chemists worldwide can share data and work together on new creations. The actual mechanism used to route any given "transaction" is dependent on the required response time for that transaction. Those that are "urgent" or require a timely response are routed via an appropriate network connection. The lower priority data replication messages are batched and sent using a cheaper network route.

Software Products Company

As part of a strategic planning study, analyzed various current and proposed message/document interchange models to establish requirements for an integrated messaging system, including analysis of transport mechanisms and use of available communications software packages.

Major Software Products and Services Company

As part of a study to determine whether to centralize company development and processing services, prepared requirements statement for installing an integrated communications network to cover development, processing services and corporate administration as well as telephone and fax services.

Network Services Provider

As part of a technical due diligence for an acquisition, performed an analysis to determine possible methods for connecting the newly acquired customers to the client's VAN. Analysis included the possibility of connecting the VAN to the packet network used by these customers. In this way, the packet service could reroute the customer transactions to the VAN. As customers were migrated from the packet network to the VAN, service on the packet network would decrease and eventually would cease, at which time the connection to the packet network would no longer be required.

Major Financial Institution

Designed and implemented a corporate-wide customer service network including the use of small computers (replacing mainframes), leased lines, dial-in backup units and other interconnect facilities for regional processing centers.

Martin Y. Silberberg

Page 1

2521 Palisade Avenue
Riverdale, New York 10463

Telephone: (718) 549-4901

Fax: (718) 549-4825

Resume of Professional Experience

Summary of Qualifications

Extensive experience and skills in project organization and management, people management, problem analysis, solution design and implementation, negotiation for agreement and strategic planning. Proven ability to organize and conduct complex projects with both technical and marketing components through the application of skills in planning, organizing, communicating and staff motivation.

Current Status

Retired from IBM August 1991 to start my own consulting company, Creative Management Applications, Inc. Company name was later changed to MYS Management Services.

IBM Experience

During an extensive career in IBM, I held a wide range of business management, product marketing, application marketing, strategic planning, software development and application development positions. Gained significant people and project management experience and training; managed both small teams of high-level staff professionals and development teams of up to 60 people; and worked both field and headquarters organizations. My family and I lived in Japan for three years with IBM. I also had considerable work experience with IBM country staff and organizations in Canada, Australia, Asia and Latin America.

Among the major accomplishments, I would note the following:

- ❖ Implemented the IBM/InterBold Agreement on ATM marketing in Latin America (1990/91)
- ❖ Developed a strategy for marketing IBM point-of-sale products in Latin America (1990/91)
- ❖ Defined and implemented the strategy for efficient electronic dissemination of marketing information, design tools and messaging capability to customers in Latin America. This required management of development teams in Toronto and Buenos Aires and coordination of multiple in-country planning and installation activities. (1988/90)
- ❖ Managed the operations of the six software distribution centers serving the Latin America and Asia Pacific countries. A particular challenge was to prepare for the announcement of the AS/400, which had some unique requirements. (1986/88)
- ❖ Developed and applied strategies for marketing high-volume products (personal computers, small systems and terminals) in Latin America and Asia Pacific. This included analyzing and adapting the brand marketing techniques of such companies as Procter & Gamble and General Foods. (1979/84)

- ❖ Managed the application development activities of a selected group of specialists assigned to work in Japan in key industry application areas. Was responsible for our efforts in the manufacturing, process, distribution and public sector industries. (1973/76)
- ❖ Managed the development of several major successful software packages for process control and computer simulation applications. (1966/73)

Creative Management Applications Inc. (CMA) and MYS Management Services Experience

Since leaving IBM, I have been involved in a variety of projects consistent with my company business scope and objectives. Especially noteworthy are the following:

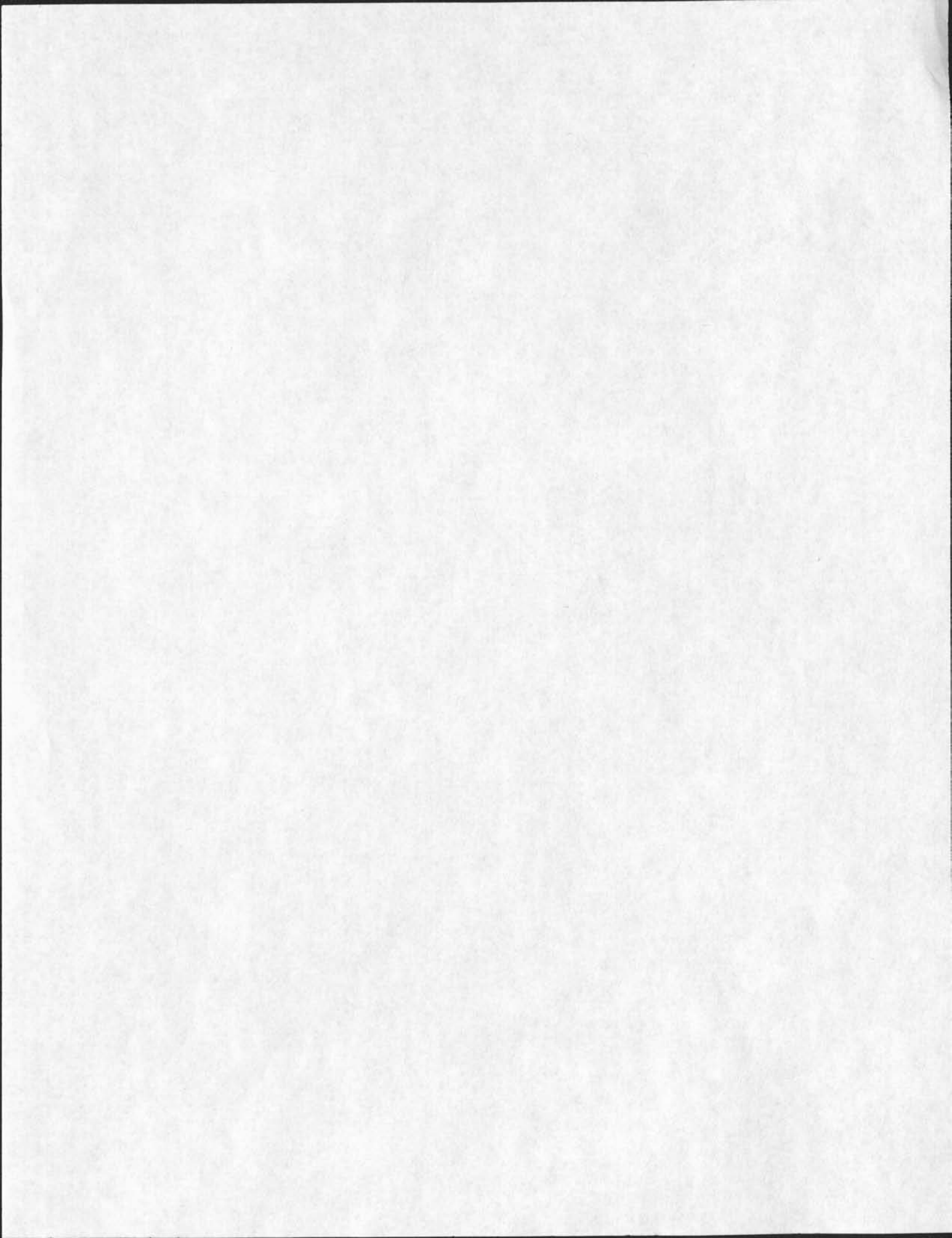
- ❖ Performed a detailed technical assessment of a software vendor's development projects that were experiencing difficulties; recommended and helped implement corrective actions; then designed and helped implement a successful technical, marketing and organization plan for the products.
- ❖ Took a lead role in the preparation of a comprehensive report for MITI on the evolution and status of the U. S. packaged software industry.
- ❖ Took a lead role in development of a strategic plan for an IS professional services firm.
- ❖ Developed and helped introduce/implement a set of position descriptions, project procedures and documentation standards for a software and services vendor that had outgrown its informal structure and was very much in need of procedures, better internal communications and controls.
- ❖ Managed the requirements definition and product options evaluation for automation of a medical group laboratory.
- ❖ Served as acting director of operations for a medical group, focusing on improving its administrative (billing/accounting), management and personnel procedures.
- ❖ Participated in multiple due diligence studies with particular emphasis on the operations and strategic planning activities of the target organizations.

Education

- ❖ Dr. Engineering, Yale University, 1957
- ❖ Masters in Engineering, Yale University, 1951
- ❖ BEE, Polytechnic Institute of Brooklyn, 1950
- ❖ Extensive management training in IBM (people management, project management, negotiation skills)
- ❖ Certificate in Management of Non-profit Organizations, New York University Summer Institute, 1991

Personal

- ❖ Married, two daughters no longer at home; resident of New York State since 1976; served in the U. S. Army from 1954-1956; good health



8/17/99
~~To: Rob~~

To: MARTY

FROM: BUAT

Enclosed are the following ^{pages} from a 5/99 presentation by Blackhand to Summit:

- Product Development 5 pgs
- (I'll send tomorrow) → • Customer Support 16 pgs
- Mgt Bios 2 pgs
- Executive Committee
Members + Senior Mgrs ~~3~~ 3 pgs

8/17/99

✓ To: Sid

From: Burt

Enclosed are the following pages from a
5/99 presentation by Blackband to
Summit:

- Product Development 5 pgs
- Mgt Bios 2 pgs
- Exec Committee +
Senior Mgrs 3 pgs
- Company History 4 pgs

to Sid Demayer

1) RE V7.0 - } 5 key funct' + 3 other
RE ~~V6.0~~ BASIC }

2) Acctg - GL + 7.0
- AP

4) Educ Admin -
Academy.

3) BB - Customer Service

NDA

SD pkg

MS pkg

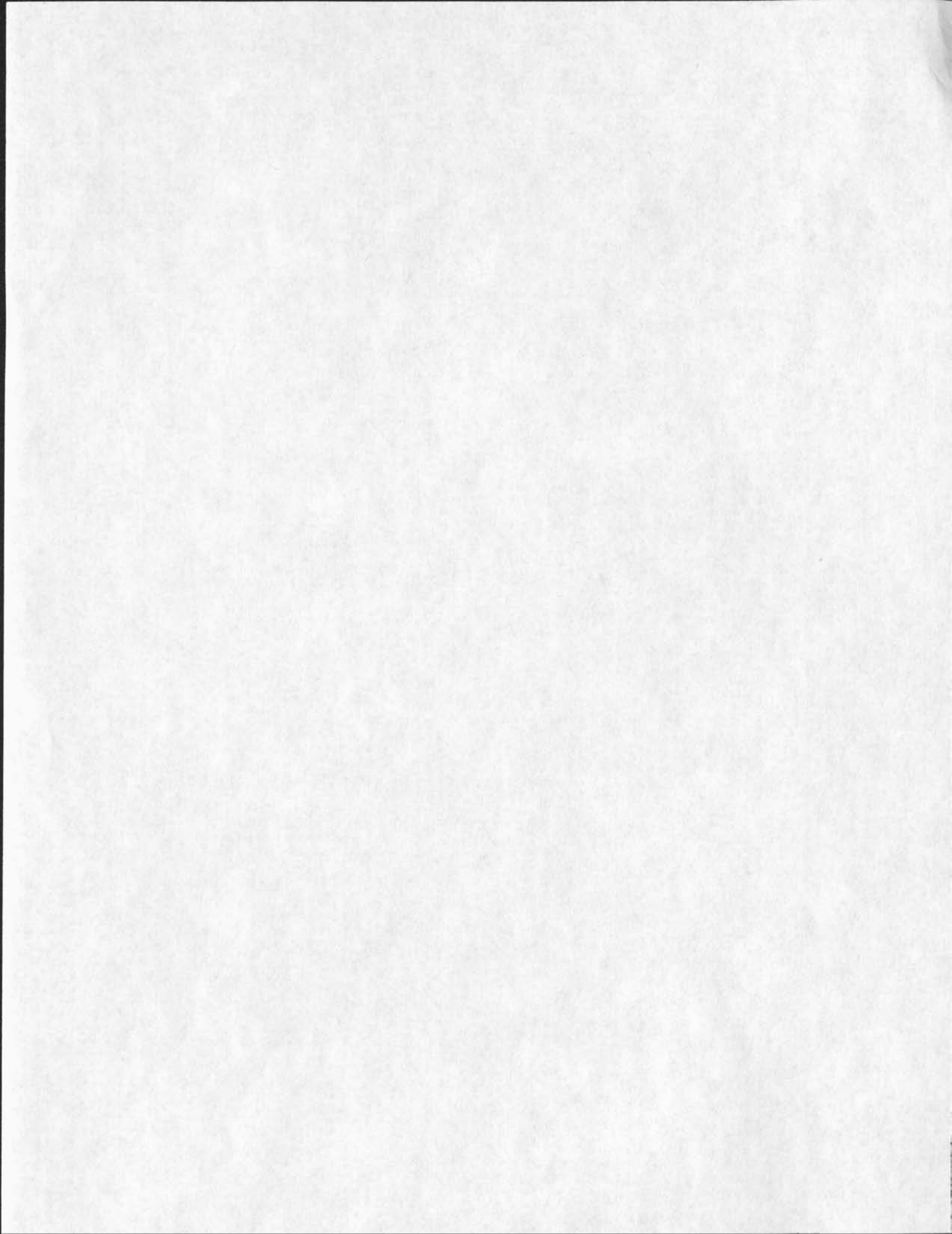
BB pkg.

617
824
1025

John Carroll
1052

Jan 1152

Confid agreement
Ltr



BG

BURTON GRAD ASSOCIATES, INC.
101 POST ROAD EAST
WESTPORT, CONNECTICUT 06880
(203) 222-8718 FAX: (203) 222-8728
E-MAIL: BURTGRAD@AOL.COM

Date: August 17, 1999

To: Lou Attanasi

From: Burton Grad

Subject: Product Review

Lou, enclosed is a first draft of a check list to be used in the technical/development due diligence. I'd like to discuss this with you to clarify the items and select the products to be examined.

Also, I would like to set up phone calls between you and Sid Dunayer to arrange for the source code review and between you and Marty Silberberg to arrange the on-site development process review.

Please call me at 203-222-8718.

Enclosure
5110B.MEM

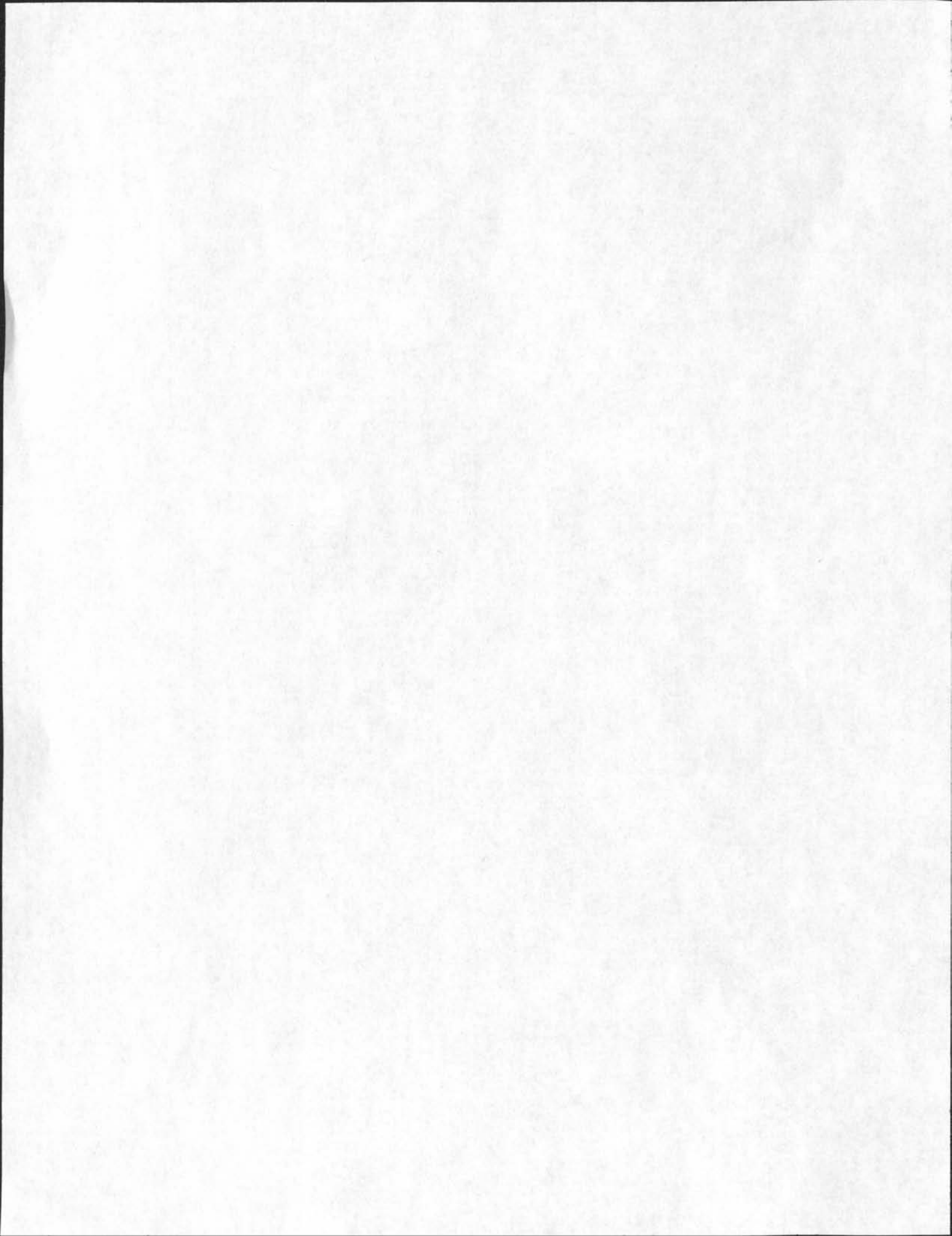
Information Request List

A. Development

1. Organization and training of development people
2. Development methodology
3. Scheduled enhancements/customer commitments
4. Current maintenance activities
5. Current development activities
6. Testing and quality assurance procedures
7. Effort and cost records for development
8. Program update procedures
9. Installation procedures
10. Availability and procedures for international usability and service
11. Use of third party developers
12. Detailed review of schedule and progress for new program completion

B. Technical Review

1. Supported platforms and systems for the technologies
2. Major features of the technologies:
 - functions performed
 - ease of installation and use
 - maintainability
 - audits and controls
 - security
3. Development languages and special tools used
4. Number of modules per program and lines of code
5. Provenance of all program modules (where did design and code come from)
6. Inclusion of proprietary notices in source and object modules, both current and previous versions
7. Method of change control
8. Volume and magnitude of change history
9. Architecture of the programs
10. Internal system documentation level and updates
11. Documentation of specifications and design
12. Prerequisites for running the programs
13. Examination of source code
14. Review of usage/demo of operational code
15. Unit and system test cases
16. Y2K compatibility

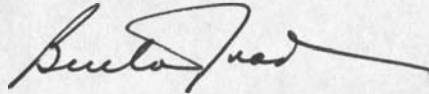


BURTON GRAD ASSOCIATES, INC.
101 POST ROAD EAST
WESTPORT, CONNECTICUT 06880
(203) 222-8718 FAX: (203) 222-8728
E-MAIL: BURTGRAD@AOL.COM

Date: August 17, 1999

To: Michael Balmuth

From: Burton Grad



Subject: Blackbaud Due Diligence

Enclosed is a draft checklist for the development and technical review. Please review this and add questions you wish us to address. I have also enclosed our customer service checklist if you also want us to review this function.

I will send you a proposal in a few hours. Please review and sign it and fax a copy to me.

We need to agree on the scope of the coverage in terms of current and planned products. I am assuming we will review Raiser's Edge current and 7.0 versions and Accounting for Non-Profits current version. Do you want us to review the K-12 Education Administration programs?

Because of the time constraints, we will only examine selected programs from each of the product suites. We will focus strongly on Raiser's Edge 7.0.

Meanwhile, we are proceeding to work out the logistics with Lou Attanasi; Rob Shaw has agreed to the non-disclosure agreement and Lou Attanasi will sign it. I have asked Lou to try to get clearance for us to talk with the RE 7.0 project manager, the QA manager, the manager of the Accounting products and the manager of documentation and training.

Enclosure
5086

08-17-99 17:01:33 FROM:
Aug-17-99 11:58A Burton Grad

TO: Carrol John
203 222 8728

PAGE 3

P.02

SUMMIT/Blackbaud

BURTON GRAD ASSOCIATES, INC.

101 POST ROAD EAST
WESTPORT, CONNECTICUT 06880
(203) 222-8718
(203) 222-8728 Fax
BURGRAD@AOL.COM

7/PFF

August 17, 1999

Mr. Michael Balmuth
Summit Partners
600 Atlantic Avenue
Suite 2800
Boston, Massachusetts 02310

Dear Michael:

Burton Grad Associates, Inc. (BGAI) proposes to perform the requested technical due diligence review of Blackbaud, Inc. (Blackbaud) for Summit Partners (Summit).

Objectives

Summit wants to have an independent technical due diligence study performed prior to determining whether it wishes to make a substantial investment in Blackbaud. This study will help ensure that the technical program representations made by Blackbaud to Summit are accurate and complete and to be sure that there are no serious development or technical issues which would significantly affect estimates of current value or projections of future profits from Blackbaud. Summit will separately perform any legal and financial due diligence work it needs as well as review the customer base, analyze the market opportunities and determine the effectiveness of Blackbaud's organization and operations.

BGAI, an independent consulting firm with extensive experience in computer software and services company due diligence and valuation studies, is pleased to perform this technical due diligence study so that Summit can proceed with its potential investment decision.

Work Plan

1. BGAI will request certain development and technical information from Blackbaud for each of the product areas to be examined. The initial request list is attached as Appendix B. After discussions with Summit and Blackbaud, BGAI will prepare the final information request list and send it to Blackbaud for response.
2. BGAI will conduct on-site interviews with one principal technical executive and possibly a few other technical managers of Blackbaud and review all relevant materials in the technical due diligence area including source code and documentation.

CONSULTANTS ON SOFTWARE

08-17-99 17:01:33 FROM:
 Aug-17-99 11:58A Burton Grad

TO: Carrol John
 203 222 8728

PAGE 4
 P.03

Mr. Michael Balmuth
 Page 2
 August 17, 1999

BURTON GRAD ASSOCIATES, INC.

3. BGAI will analyze the Blackbaud materials and interview notes to identify any areas of concern and any potential problems in the technical due diligence area.
4. BGAI will prepare a technical due diligence report for Summit on its findings and recommendations about Blackbaud without disclosing any Blackbaud-identified source code or related program materials.

The technical due diligence assignment is described below:

- Timing*
- Review the development process and methodologies, assess the technical aspects of the current programs and analyze the new programs status and plans.
 - Focus will be on the quality of the existing programs and on the risks involved in completing the in process programs.
 - For the current Fund Raising and Accounting products (and possibly the Education products), we will review the features/functions, as well as development style, documentation, regression testing, etc.
 - For the planned Raiser's Edge 7.0:
 - ▶ How difficult are the development efforts in terms of complexity, resource level, time frame and performance?
 - ▶ Does Blackbaud have the resources and skills needed to get the project done?
 - ▶ Can Blackbaud meet the schedules?
 - ▶ Are the features/functions appropriate for the market requirements as stated by Blackbaud?

Staffing

The project will be managed by Burton Grad, president of BGAI, with BGAI Associates Sidney J. Dunayer and Martin Y. Silberberg as the principal technical consultants.

Professional profiles for the BGAI participants are enclosed as Appendices A-1, A-2 and A-3.

Summit and Blackbaud will designate liaisons to work with BGAI.

CONSULTANTS ON SOFTWARE

08-17-99 17:01:33 FROM:
 Aug-17-99 11:58A Burton Grad

TO: Carrol John
 203 222 8728

PAGE 5
 P.04

Mr. Michael Balmuth
 Page 3
 August 17, 1999

BURTON GRAD ASSOCIATES, INC.

Schedule

The final information request list will be ready to be sent to Blackbaud by August 18, 1999. The key response materials should be available from Summit and Blackbaud by August 19, 1999.

The on-site meetings and interviews have been scheduled for August 19, 1999 when Silberberg is planning to be on site in Charleston, South Carolina. The source code and technical review will be performed remotely by Dunayer on August 20, 1999.

A summary report covering the BGAI findings, concerns and recommendations will be delivered to Summit on August 23, 1999, if all materials can be obtained and interviews conducted in a timely fashion. A final report will be delivered on August 25, 1999 unless additional issues are raised by BGAI or Summit.

Confidentiality

All information received and work performed will be treated as fully confidential and not disclosed to any third party without prior written consent from Summit.

BGAI will sign a letter with Summit agreeing to observe the rules of its non-disclosure understandings with Blackbaud. BGAI and its employees and consultants will also be bound by a special non-disclosure agreement between BGAI and Blackbaud.

BGAI will not remove any programs or program documentation from Blackbaud premises nor provide detailed descriptions of these to Summit without specific written authorization by Blackbaud.

BGAI (and its employees and consultants) will not be restricted in any other way as to working with other firms in the software industry as a result of this assignment; however, BGAI will not perform any work directly related to Blackbaud, except for Summit, until after August 31, 2000.

Costs and Payments

The due diligence work will be performed on a time and expense basis. The following are the BGAI consultant fees:

Burton Grad	\$2,500/day
Sid Dunayer	\$1,500/day
Marty Silberberg	\$1,500/day

08-17-99 17:01:33 FROM:
Aug-17-99 11:58A Burton Grad

TO: Carrol John
203 222 8728

PAGE 6
P.05

Mr. Michael Balmuth
Page 4
August 17, 1999

BURTON GRAD ASSOCIATES, INC.

Based on the information about Blackbaud available to us at this time and the limited information requests from Summit, we estimate that the project will require about two to three days for Silberberg, one to two days for Dunayer and one day for Grad.. Therefore, the consulting fees for BGAI should not exceed \$10,000 unless Summit requests additional analyses, reports or extensive personal debriefings.

In addition, BGAI will be reimbursed for all authorized out of pocket expenses, including travel, accommodations, phone/fax, express delivery, etc. Since one of the BGAI consultants plans to visit Blackbaud technical operations in Charleston, South Carolina, we estimate that the total expenses will be less than \$2,000.


Payments are due as follows:

On completion of the due diligence project: Total fees and expenses

Payment is due within 15 days of Summit receiving the invoice. If the project is extended beyond August 31, 1999, then BGAI will invoice monthly for its services.

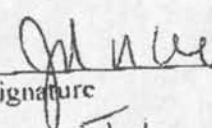
If the above project description is satisfactory, please sign below to authorize BGAI to initiate the work.

Sincerely,


Burton Grad
President

Enclosures
13G:5086

Accepted for Summit Partners

by  8/17/99
Signature Date
John Carroll
Name
Investment Manager
Title



Helping You Make The World A Better Place

FACSIMILE TRANSMITTAL SHEET

TO: Burton Grad FROM: Lon Attanasi

DATE: 8/17/99 TOTAL NO. OF PAGES INCLUDING COVER: 3

FAX NUMBER: 203.222.8728

PHONE NUMBER: 203.222.8718

RE:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

8/17/99
 To: Rob Shaw
 From: Burton Grad

please call Lon Attanasi to tell him that this signed copy has been received.

B.

BURTON GRAD ASSOCIATES, INC.
101 POST ROAD EAST, WESTPORT, CONNECTICUT 06880
(203) 222-8718 FAX: (203) 222-8728
E-MAIL: BURTGRAD@AOL.COM

FAX TRANSMISSION

Date: 8/17/99

843-747-9396 (fax)

To: Rob Shaw

From: Burton Grad

No. of Pages including cover: 1 + 2

I have previously sent my signature sheet
for the NDA. Attached are copies of the
signature sheets for Sid Dunayer and
Marty Silberberg.

B.

Mr. Rob Shaw
Page 2
August 17, 1999

- 4. Recipient agrees not to remove any copyright, confidentiality, or proprietary notice from the Blackbaud Information. Recipient shall promptly return all Blackbaud Information (and any copies thereof) to Blackbaud when Recipient has completed its evaluation or immediately upon request of Blackbaud.
- 5. No rights or duties under this Agreement may be assigned by Recipient. This Agreement constitutes the full and entire understanding between Recipient and Blackbaud with regard to the subject matter of this Agreement, and supersedes all other discussions and agreements relating to its subject. This Agreement may be amended only in a writing signed by both Blackbaud and Recipient. The provisions of this Agreement shall be considered severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions, which shall continue in full force and effect. This Agreement shall be governed by the laws of the state in which Blackbaud is headquartered.
- 6. Blackbaud disclosure of product plans or future product directions implies no commitment on the part of Blackbaud to make such products commercially available in any form.

BLACKBAUD, INC.

BURTON GRAD ASSOCIATES, INC.

By: [Signature]

By: [Signature]

Name: LOUIS J. ATTANASE

Name: Burton Grad

Date: 8/17/99

Title: V.P. PRODUCT DEVELOPMENT

Title: President

Date: 8/17/99

By: [Signature]

Name: Sidney J. Dunayer

Date: 17-AUG-1999

By: _____

Name: Martin Y. Silberberg

Date: _____

5110.WPD
cc: Lou Attanasi

Mr. Rob Shaw
Page 2
August 17, 1999

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BLACKBAUD, INC.

BURTON GRAD ASSOCIATES, INC.

By: *[Signature]*

By: *[Signature]*

Name: LOUIS J. ATTANASI

Name: Burton Grad

Date: 8/17/99

Title: V.P. PRODUCT DEVELOPMENT

Title: President

Date: 8/17/99

By: _____

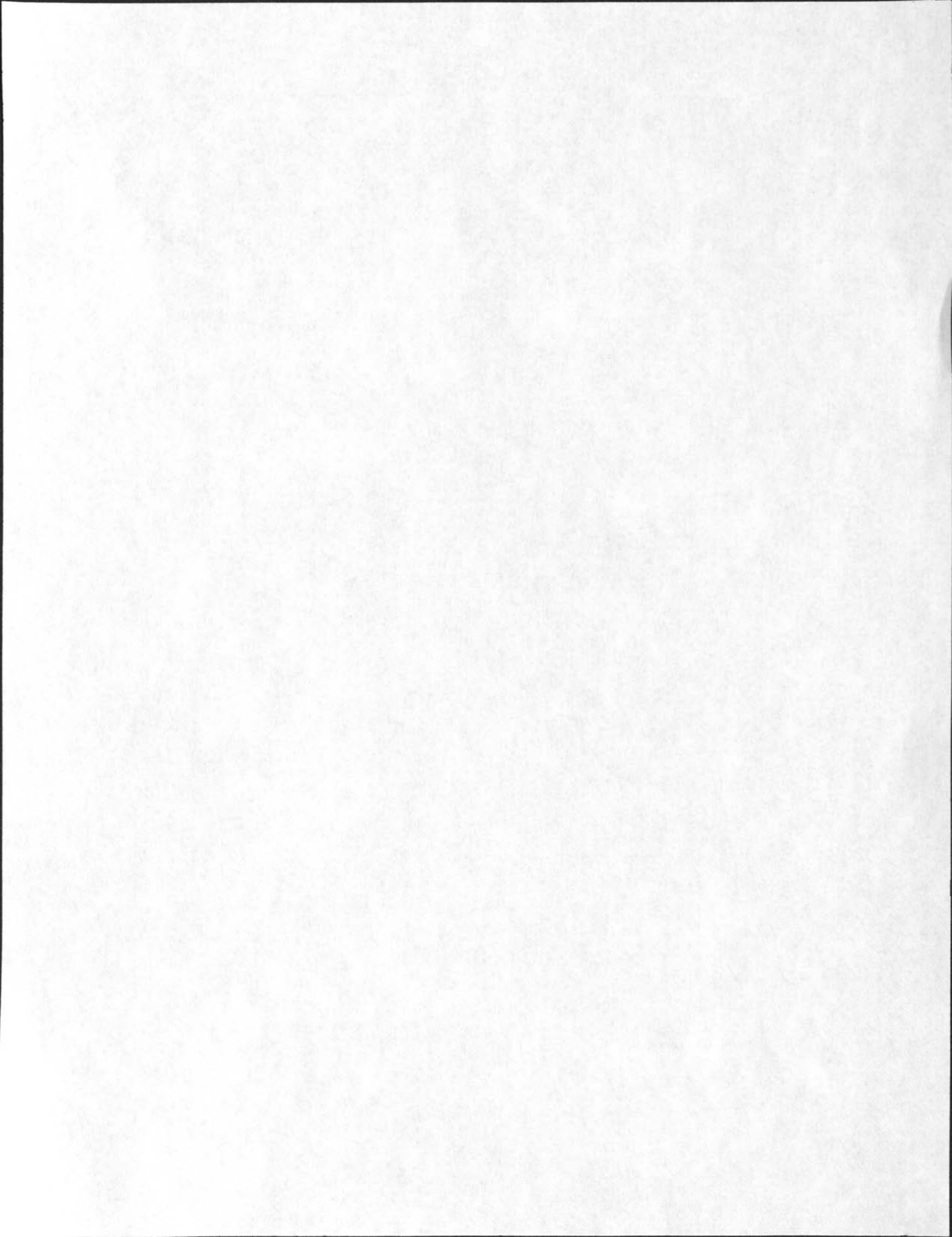
Name: Sidney J. Dunayer

Date: _____

By: *[Signature]*

Name: Martin Y. Silberberg

Date: 8/17/99



BURTON GRAD ASSOCIATES, INC.
101 POST ROAD EAST, WESTPORT, CONNECTICUT 06880
(203) 222-8718 FAX: (203) 222-8728
E-MAIL: BURTGRAD@AOL.COM

FAX TRANSMISSION

Date: 8/17/99 (fax) 617-824-1125
To: Michael Balnuth
From: Burton Grad
No. of Pages including cover: 1 + 4

Thanks for the signed copy of the proposal.

Attached are signature sheets for me and Sid Demayer and Marty Silboubeng for an acknowledgement on your NDA with Blackband.

Also attached is a signed copy of the BGA-I NDA with Blackband. This has also been signed by Sid and Marty.

B.

BURTON GRAD ASSOCIATES, INC.

101 POST ROAD EAST
WESTPORT, CONNECTICUT 06880
(203) 222-8718
(203) 222-8728 FAX
BURTGRAD@AOL.COM

August 17, 1999

Mr. Michael Balmuth
Summit Partners
600 Atlantic Avenue
Suite 2800
Boston, Massachusetts 02310

Dear Michael:

Each of the undersigned acknowledges that he/she has reviewed with you the understandings regarding confidentiality and non-disclosure between Summit Partners and Blackbaud, Inc. and agrees to be bound by those same understandings.

Further, each of the undersigned agrees that source code and related program material provided for review on-site to the undersigned by Blackbaud shall not be disclosed to Summit Partners prior to execution of a definitive purchase agreement.

Summit Partners acknowledge that BGAI and its consultants are not in any way restricted from performing any future consulting work in the Blackbaud-related marketplace except as stated in the BGAI/Summit Partners project agreement dated August 17, 1999.

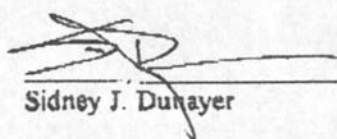
Very truly yours,

BURTON GRAD ASSOCIATES, INC.

By: 
Burton Grad, President

8/17/99
Date

Also acknowledged by:

 17-Aug-1999
Sidney J. Dunayer Date

Martin Y. Silberberg Date

3087

BURTON GRAD ASSOCIATES, INC.

101 POST ROAD EAST
WESTPORT, CONNECTICUT 06880
(203) 222-8718
(203) 222-8728 FAX
BURYGRAD@AOL.COM

August 17, 1999

Mr. Michael Balmuth
Summit Partners
600 Atlantic Avenue
Suite 2800
Boston, Massachusetts 02310

Dear Michael:

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Very truly yours,

BURTON GRAD ASSOCIATES, INC.

By: 
Burton Grad, President

8/17/99
Date

Also acknowledged by:

Sidney J. Dunayer Date

 8/17/99
Martin Y. Silberberg Date

5087

Burton Grad Associates, Inc.

101 Post Road East
Westport, Connecticut 06880
(203) 222-8718
(203) 222-8728 Fax
Burtgrad@aol.com

August 17, 1999

Mr. Rob Shaw
Blackbaud, Inc.
4401 Bell Oaks Drive
Charleston, South Carolina 29405-8530

Dear Mr. Shaw:

Subject: Non-Disclosure Agreement

Blackbaud, Inc. and Burton Grad Associates, Inc. ("Recipient") agree to Blackbaud, Inc. disclosing to Recipient certain information under the terms of this Non-Disclosure Agreement (the "Agreement").

1. "Blackbaud Information" means all information furnished by Blackbaud in oral, written or machine-readable form, including, but not limited to, designs, inventions, ideas, "know-how," product plans, specifications and information, training and consulting materials, software, documentation, company plans and financial information, employee information, marketing information and other information which (a) has value because it is not generally known, and (b) Blackbaud uses reasonable efforts to protect. Blackbaud Information does not include any information that is (i) available to the general public; (ii) in Recipient's possession prior to Blackbaud disclosure of the information, or (iii) disclosed to Recipient by a third party who is under no obligation to hold that information in confidence.
2. The Blackbaud Information shall be used only by Recipient in the course of its business relationship with Blackbaud. Recipient agrees (a) to hold the Blackbaud information in confidence, and (b) to protect and store it consistently with its own most highly confidential information, but in no event to use less than a reasonable standard of care and (c) not to copy, duplicate, disclose or deliver all or any portion of the Blackbaud Information to third parties unless the third party has signed a non-disclosure agreement with Blackbaud. Recipient may share the Blackbaud Information only with those employees with a specific need to review the Blackbaud Information.
3. These obligations shall continue from the date of disclosure to Recipient until the second anniversary of the disclosure; provided, however, that, to the extent Blackbaud has disclosed information to Recipient that constitutes a trade secret under law, Recipient agrees to protect such trade secret(s) for so long as the information qualifies as a trade secret under applicable law. Recipient will not disclose to Blackbaud any information confidential or proprietary to Recipient or a third party.

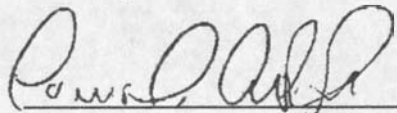
Consultants on Software

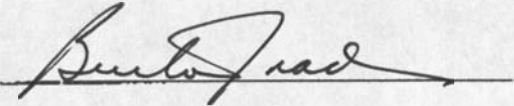
Mr. Rob Shaw
Page 2
August 17, 1999

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BLACKBAUD, INC.

BURTON GRAD ASSOCIATES, INC.

By: 

By: 

Name: LOUIS J. ATTANASI

Name: Burton Grad

Date: 8/17/99

Title: V.P. PRODUCT DEVELOPMENT

Title: President

Date: 8/17/99

By: _____

Name: Sidney J. Dunayer

Date: _____

By: _____

Name: Martin Y. Silberberg

Date: _____

BURTON GRAD ASSOCIATES, INC.
101 POST ROAD EAST
WESTPORT, CONNECTICUT 06880
(203) 222-8718 FAX: (203) 222-8728
E-MAIL: BURTGRAD@AOL.COM

Date: August 17, 1999
To: Lou Attanasi
Copy: Rob Shaw
From: Burton Grad
Subject: Product Review: Non-Disclosure Agreement

Lou, enclosed is the proposed non-disclosure agreement which Rob Shaw says is OK as is. Please print a copy and sign it as a company officer. Fax a signed copy to me at 203-222-8728. I will get Dunayer and Silberberg to sign today and then fax a copy to Rob Shaw for his files.

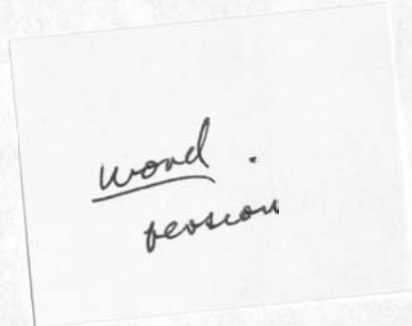
Enclosure
5110c

BURTON GRAD ASSOCIATES, IN

101 POST ROAD EAST
WESTPORT, CONNECTICUT 06880
(203) 222-8718
(203) 222-8728 FAX
BURTGRAD@AOL.COM

August 17, 1999

Mr. Rob Shaw
Blackbaud, Inc.
4401 Bell Oaks Drive
Charleston, South Carolina 29405-8530



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3. These obligations shall continue from the date of disclosure to Recipient until the second anniversary of the disclosure; provided, however, that, to the extent Blackbaud has disclosed information to Recipient that constitutes a trade secret under law, Recipient agrees to protect such trade secret(s) for so long as the information qualifies as a trade secret under applicable law. Recipient will not disclose to Blackbaud any information confidential or proprietary to Recipient or a third party.

4. Recipient agrees not to remove any copyright, confidentiality, or proprietary notice from the Blackbaud Information. Recipient shall promptly return all Blackbaud Information (and any copies thereof) to Blackbaud when Recipient has completed its evaluation or immediately upon request of Blackbaud.
5. No rights or duties under this Agreement may be assigned by Recipient. This Agreement constitutes the full and entire understanding between Recipient and Blackbaud with regard to the subject matter of this Agreement, and supersedes all other discussions and agreements relating to its subject. This Agreement may be amended only in a writing signed by both Blackbaud and Recipient. The provisions of this Agreement shall be considered severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions, which shall continue in full force and effect. This Agreement shall be governed by the laws of the state in which Blackbaud is headquartered.
6. Blackbaud disclosure of product plans or future product directions implies no commitment on the part of Blackbaud to make such products commercially available in any form.

BLACKBAUD, INC.

BURTON GRAD ASSOCIATES, INC.

By: _____

By: _____

Name: _____

Name: Burton Grad Date: _____

Title: _____

Title: President

Date: _____

By: _____

Name: Sidney J. Dunayer Date: _____

By: _____

Name: Martin Y. Silberberg Date: _____

BURTON GRAD ASSOCIATES, INC.
101 POST ROAD EAST
WESTPORT, CONNECTICUT 06880
(203) 222-8718 FAX: (203) 222-8728
E-MAIL: BURTGRAD@AOL.COM

*8/17 - 10:15 am
sent by email
OK'd by shaw*

Date: August 17, 1999
To: Rob Shaw
From: Burton Grad
Subject: Product Review

Rob, enclosed is a proposed non-disclosure agreement. If it's OK I will get Attanasi, Dunayer and Silberberg to sign today. If you need to make any changes, call the corrections back to me at 203-222-~~5728~~ 5571

Enclosure
5110C.MEM

□

BURTON GRAD ASSOCIATES, INC.

101 POST ROAD EAST
WESTPORT, CONNECTICUT 06880
(203) 222-8718
(203) 222-8728 FAX
BURTGRAD@AOL.COM

August 17, 1999

Mr. Rob Shaw
Blackbaud, Inc.

Charleston, SC

Dear Mr. Shaw:

Subject: **Non-Disclosure Agreement**

Blackbaud, Inc. and Burton Grad Associates, Inc. ("Recipient") agree to Blackbaud, Inc. disclosing to Recipient certain information under the terms of this Non-Disclosure Agreement (the "Agreement").

1. "Blackbaud Information" means all information furnished by Blackbaud in oral, written or machine-readable form, including, but not limited to, designs, inventions, ideas, "know-how," product plans, specifications and information, training and consulting materials, software, documentation, company plans and financial information, employee information, marketing information and other information which (a) has value because it is not generally known, and (b) Blackbaud uses reasonable efforts to protect. Blackbaud Information does not include any information that is (i) available to the general public; (ii) in Recipient's possession prior to Blackbaud disclosure of the information, or (iii) disclosed to Recipient by a third party who is under no obligation to hold that information in confidence.
2. The Blackbaud Information shall be used only by Recipient in the course of its business relationship with Blackbaud. Recipient agrees (a) to hold the Blackbaud information in confidence, and (b) to protect and store it consistently with its own most highly confidential information, but in no event to use less than a reasonable standard of care and (c) not to copy, duplicate, disclose or deliver all or any portion of the Blackbaud Information to third parties unless the third party has signed a non-disclosure agreement with Blackbaud. Recipient may share the Blackbaud Information only with those employees with a specific need to review the Blackbaud Information.
3. These obligations shall continue from the date of disclosure to Recipient until the second anniversary of the disclosure; provided, however, that, to the extent Blackbaud has disclosed information to Recipient that constitutes a trade secret under law, Recipient agrees to protect such trade secret(s) for so long as the information qualifies as a trade secret under applicable law. Recipient will not disclose to Blackbaud any information confidential or proprietary to Recipient or a third party.

4. Recipient agrees not to remove any copyright, confidentiality, or proprietary notice from the Blackbaud Information. Recipient shall promptly return all Blackbaud Information (and any copies thereof) to Blackbaud when Recipient has completed its evaluation or immediately upon request of Blackbaud.
5. No rights or duties under this Agreement may be assigned by Recipient. This Agreement constitutes the full and entire understanding between Recipient and Blackbaud with regard to the subject matter of this Agreement, and supersedes all other discussions and agreements relating to its subject. This Agreement may be amended only in a writing signed by both Blackbaud and Recipient. The provisions of this Agreement shall be considered severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions, which shall continue in full force and effect. This Agreement shall be governed by the laws of the state in which Blackbaud is headquartered.
6. Blackbaud disclosure of product plans or future product directions implies no commitment on the part of Blackbaud to make such products commercially available in any form.

BLACKBAUD, INC.

**BURTON GRAD ASSOCIATES,
INC.**

BURTON GRAD ASSOCIATES, INC.
101 POST ROAD EAST
WESTPORT, CONNECTICUT 06880
(203) 222-8718 FAX: (203) 222-8728
E-MAIL: BURTGRAD@AOL.COM

Date: August 17, 1999

No. of Pages including cover:

To: Sid Dunayer

From: Burton Grad *B*.

Subject: Blackbaud

Please sign both non-disclosures attached and fax signature pages only back to me at 203-222-8728:

1. NDA with Blackbaud (2 pages)
2. NDA with Summit (4 pages)


5088

BURTON GRAD ASSOCIATES, INC.
101 POST ROAD EAST
WESTPORT, CONNECTICUT 06880
(203) 222-8718 FAX: (203) 222-8728
E-MAIL: BURTGRAD@AOL.COM

Date: August 17, 1999

No. of Pages including cover: 7

To: Marty Silberberg

From: Burton Grad 

Subject: Blackbaud

Please sign both non-disclosures attached and fax signature pages only back to me at 203-222-8728:

1. NDA with Blackbaud (2 pages)
2. NDA with Summit (4 pages)

BURTON GRAD ASSOCIATES, INC.

101 POST ROAD EAST
WESTPORT, CONNECTICUT 06880
(203) 222-8718
(203) 222-8728 FAX
BURYGRAD@AOL.COM

August 17, 1999

Mr. Michael Balmuth
Summit Partners
600 Atlantic Avenue
Suite 2800
Boston, Massachusetts 02310

Dear Michael:

Each of the undersigned acknowledges that he/she has reviewed with you the understandings regarding confidentiality and non-disclosure between Summit Partners and Blackbaud, Inc. and agrees to be bound by those same understandings.

Further, each of the undersigned agrees that source code and related program material provided for review on-site to the undersigned by Blackbaud shall not be disclosed to Summit Partners prior to execution of a definitive purchase agreement.

Summit Partners acknowledge that BGAI and its consultants are not in any way restricted from performing any future consulting work in the Blackbaud-related marketplace except as stated in the BGAI/Summit Partners project agreement dated August 17, 1999.

Very truly yours,

BURTON GRAD ASSOCIATES, INC.

By: Burton Grad
Burton Grad, President

8/17/99
Date

Also acknowledged by:

Sidney J. Dunayer Date

Martin Y. Silberberg Date

5087

April 20, 1999

Bruce Evans
Summit Partners
600 Atlantic Avenue, Suite 2800
Boston, MA 12210

Ladies and Gentlemen:

We understand from BT Alex. Brown Incorporated ("BT Alex. Brown"), our financial adviser, that you may be interested in pursuing a transaction with ~~Blackbaud, Inc.~~ (the "Company") on a mutually agreeable basis. In connection with your possible interest in a transaction with the Company, we propose to furnish you with certain information related to the Company (herein referred to as the "Confidential Information"). Confidential Information includes not only written information but also information transferred orally, visually, electronically or by any other means. The fact that such information has been delivered to you, that such a transaction is under consideration by the Company, that discussions or negotiations have occurred or are occurring regarding a possible transaction involving the Company and you, and the status of any such discussions or negotiations, are considered Confidential Information for purposes of this Agreement. In consideration of our furnishing you with the Confidential Information, and as a condition to such disclosure, you agree as follows:

1. The Confidential Information will be used by you solely for the purpose of your evaluation of the desirability of your entering into a transaction with the Company, and for no other purpose.
2. You shall keep all Confidential Information secret and confidential and shall not, without the prior written consent of the Company, disclose it to anyone except to a limited group of your own employees, directors, officers, agents and outside advisors ("Representatives") who are actually engaged in, and need to know such Confidential Information to perform, the evaluation referred to above, each of whom must be advised of the confidential nature of the Confidential Information and of the terms of this Agreement and must agree to abide by such terms. You shall be responsible for any breach of this Agreement by any of your Representatives.

3. Upon any termination of your evaluation of pursuing a transaction with the Company or upon notice from the Company to you (i) you will return ^{destroy} to the Company the Confidential Information which is in tangible form, including any copies which you may have made, and you will destroy all abstracts, summaries thereof or references thereto in your documents, and certify to us that you have done so, and (ii) neither you nor your Representatives will use any of the Confidential Information with respect to, or in furtherance of, your business, any of their respective businesses, or in the business of anyone else, whether or not in competition with the Company, or for any other purpose whatsoever.

4. Confidential Information includes all analyses, compilations, forecasts, studies or other documents prepared by you or your Representatives in connection with your evaluation of pursuing a transaction with the Company. Confidential Information does not include any information which was publicly available prior to your receipt of such information or thereafter became publicly available (other than as a result of disclosure by you or any of your Representatives). Information shall be deemed "publicly available" if it becomes a matter of public knowledge or is contained in materials available to the public or is obtained from any source other than the Company (or its directors, officers, employees, agents or outside advisors, including, without limitation, BT Alex. Brown), provided that such source is not to your knowledge prohibited from disclosing such information by a legal, contractual or fiduciary obligation to the Company and did not obtain the information from an entity or person prohibited from disclosing such information by a legal, contractual or fiduciary obligation to the Company.

5. You understand that we have endeavored to include in the Confidential Information those materials which we believe to be reliable and relevant for the purpose of your evaluation, but you acknowledge that neither the Company nor BT Alex. Brown nor any of their respective directors, officers, employees, agents or outside advisors makes any representation or warranty as to the accuracy or completeness of the Confidential Information and you agree that such persons shall have no liability to you or any of your Representatives resulting from any use of the Confidential Information. You understand that the Confidential Information is not being furnished for use in an offer or sale of securities of the Company and is not designed to satisfy the requirements of federal or state securities laws in connection with any offer or sale of such securities to you.

6. In the event that you or any of your Representatives is requested in any proceeding to disclose any of the Confidential Information, you will provide the Company with prompt prior notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that the Company is unable to obtain such protective order or other appropriate remedy, you will furnish only that portion of the Confidential Information which you are advised by a written opinion of counsel is legally required, you will give the Company written notice of the information to be disclosed as far in advance as practicable, and you will exercise your ^{reasonable} best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

7. You agree that for a period of three years, you will not, directly or indirectly, solicit for employment or hire any employee of the Company or any of its subsidiaries with whom you have had contact or who became known to you in connection with your evaluation of a possible

transaction involving the Company; provided that the foregoing provision will not prevent you from employing any such person who contacts you on his or her own initiative without any direct or indirect solicitation by, or encouragement (not including a general solicitation of employment not specifically directed towards employees of the Company) from, you.

8. Without impairing any other provision hereof, you will promptly advise the Company of any prohibited disclosure or other breach of this Agreement.

9. You understand and agree that money damages ^{may} would not be a sufficient remedy for any breach of this Agreement by you or your Representatives, and that the Company, its agents and representatives shall be entitled to specific performance and/or injunctive relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for any such breach of this Agreement but shall be in addition to all other remedies available at law or in equity. You further agree that no failure or delay by the Company, its directors, officers, employees, agents or outside advisors or representatives in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

10. Nothing in this Agreement shall impose any obligation upon you or us to consummate a transaction or to enter into any discussion or negotiations with respect thereto.

11. This Agreement shall be governed by the laws of the State of South Carolina.

If you are in agreement with the foregoing, please sign and return the enclosed copy of this letter which will constitute our agreement with respect to the subject matter of this letter as of the date first above written.

Very truly yours,

Blackbaud, Inc.

S.W. Management Corp.

Attorney-in-Fact For:

SUMMIT Ventures V, L.P.

By: Stephanie Rogers

Dated this 20 day of April, 1999