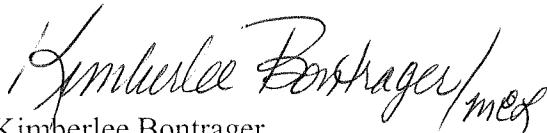


CA: Tony Cranshaw

Michelle Delgado

Sincerely,



Kimberlee Bontrager
Vice President of Finance & Controller

Encl.

Mel71511

RECEIVED

HOSTING SERVICES AGREEMENT

BETWEEN

SunGard Higher Education Inc.
a Delaware Corporation
with Headquarters at:
4 Country View Road
Malvern, PA 19355

("SunGard Higher Education")

AND

BY: *Kimberly Smith* / *MS & T&H*

THIS AGREEMENT is made between SunGard Higher Education and Client as of the Execution Date. :

Client desires to engage SunGard Higher Education to provide Client with access to and use of certain SunGard U.S.

SunGard Higher Education with a valid tax exemption certificate; otherwise, absent proof of Client's direct payment of such tax amounts to the applicable taxing

following: (A) SunGard Higher Education or its agent (as applicable) must promptly notify Client of any such claim; (B) SunGard Higher Education or its agent (as

Except in connection with the Software and any software

designate for its receipt of notices. SunGard Higher Education must also send any notices of termination or

The limited warranty made to Client in this Section 7

services will be provided by the Client.

8.2 Right of Termination. A party has the right to

accident, labor disruption, acts, omissions and defaults of

the Agreement and the remaining provisions of the Agreement will remain in full force and effect

13.3 BASIS OF THE BARGAIN CLIENT

KNOWLEDGE OF THE CLIENT

EXHIBIT A
SERVICES

I. HOSTING SERVICES

1. Additional Definitions

The definitions in this Exhibit A apply to the following sections of the Agreement:

1.7. "Client's Software" means the applications software of whatever sort that are purchased or licensed by Client, or provided by SunGard Higher Education for Client's benefit, and installed on Hosting Hardware (as

hereinafter defined).

1.8. "Client's System" means Client's Software and data, which is installed on or resides on Hosting Hardware.

1.18. "Tier 1 Troubleshooting" means that first level of support interaction which is required after an initial incident or problem request.

1.19. "Tier 2 Troubleshooting" means that support which is required after the following has been performed or

determined:

1.19.1. Client has performed typical and reasonable self diagnosis and Tier 1 troubleshooting and

2.4 Multi-layer fire detection and suppression system including detection sensors throughout the facility and a

3.5 SunGard Higher Education maintains responsibility for all day-to-day server maintenance. Server maintenance includes hardware upgrades, fir

to identify any information security risk that may be present and trigger remediation efforts as per SunGard's incident management process.

4.5 SunGard Higher Education will provide, install and maintain active anti-virus services on all computers

integrity of such Client PII and protect against unauthorized access to or use of such Client PII that could result in substantial harm or inconvenience to a client of Client.

Certain Client Responsibilities

4.10. Client shall be responsible for the following:

5.2.15. SunGard Higher Education will communicate with third-party vendors or other SunCard Users

for the Applications covered under this Agreement.

5.2.21. Providing for programming and user liaisons to research, review, develop and/or correct application

5.2.23 Providing functional, technical and/or programming and user liaisons to provide first level troubleshooting of all application issues and communicating appropriately with the software vendor, including opening support contacts with the software vendor. Once the support contact has

6.4.3 Monthly tape backups are kept for one (1) year

8. **Conditions to Services** – In order for SunGard Higher Education to provide the Services, Client will:

8.1 Be required to license all application software that meets SunGard Higher Education's specifications as

listed in Schedule A;

8.2 Be required to license all database software that meets SunGard Higher Education's specifications as listed

13. **Lawful Use** – The Client’s System may not be used in any manner that would violate or infringe upon any of the

claims to or claim ownership or right to possession of any such Equipment, System or other hardware or software.

Schedule A
Service Configuration

Application/workflow

1

Production

1/2010

II. Service Levels

1. Coverage and Terminology

In connection with these Service Levels, the term "Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of Client's application is available for access, as measured by SunGard Higher Education.

Availability: The ability of the managed service to receive, queue, and execute real-time requests

Measurement: Service Availability is measured as the ratio of actual availability to expected availability resulting in an "Achieved Availability" percentage. Achieved Availability is calculated as follows:

software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free

must include Client's account name and the dates and times of the unavailability of Clients applications and must be received by SunGard Higher Education within ten (10) business days after Client's application was not available. If SunGard Higher Education confirms the unavailability, credits will be applied within two billing cycles after SunGard Higher Education's receipt of Client's application.

III. General Support and Response Time Targets

Standard Hours of Support

Normal Business Hours are defined as 8:30 AM Eastern time to 5:00 PM Eastern time and exclude SunGard Higher

Triaged Response Metrics

2. System upgrade that prevent Client from accessing...

