

# SUNGARD®

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cc: Tony Cranshaw  
Cigdem Delano  
Fobkyn Engram  
File  
Sungard

February 1, 2010

Ms. Donnetta Butler  
Chief Financial Officer  
& Sr. VP for Administration  
Morehouse School of Medicine  
720 Westview Drive, SW  
Atlanta, GA 30310

Dear Ms. Butler:

Enclosed please find a fully executed original of the Hosting Services Agreement between SunGard Higher Education Inc. and Morehouse School of Medicine.

Please call me at 407-660-1199, ext. 3232 with any questions.

Sincerely,

  
Kimberlee Bontrager  
Vice President of Finance & Controller

Encl.

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# 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

Morehouse School of Medicine  
720 Westview Drive SW  
Atlanta, Georgia 30310-1495

(for purposes of this Agreement, "Client")

By the signatures of their duly authorized representatives below, SunGard Higher Education and Client, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

SunGard Higher Education

Client

BY: Kimberlee Bontrager

BY: Donnetta S. Butler

PRINT NAME: Kimberlee Bontrager

PRINT NAME: Donnetta S. Butler

PRINT TITLE: VP Finance Controller

PRINT TITLE: CFE + Sr. VP for Administration

DATE SIGNED: 22 Jan 10

DATE SIGNED: 1/19/10

**T**HIS 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 Higher Education-provided Licensed Software on an application services SunGard Higher Education basis. Accordingly, the parties agree as follows:

**1. Definitions.**

“Commencement Date” means February 1, 2010.

“Confidential Information” means non-public information of a party to this Agreement. Confidential Information of SunGard Higher Education includes the software licensed by SunGard Higher Education pursuant to any separate agreement between the parties, or any software provided by SunGard Higher Education under this Agreement in the performance of the Services (collectively “Software”), including any and all algorithms, methods, techniques and processes revealed by the source code for that Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

“Discloser” means the party providing its Confidential Information to the Recipient.

“Execution Date” means the latest date shown on the signature page of this Agreement.

“Exhibit” means a schedule attached to this Agreement which is marked as an “Exhibit” and which is lettered sequentially, beginning with “Exhibit A.” Each Exhibit includes any attachments to that Exhibit.

“Intellectual Property Rights” means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

“Recipient” means the party receiving Confidential Information of the Discloser.

“Services” means those specific services described on Exhibit A attached to this Agreement to be performed by SunGard Higher Education, subject to the Client performing timely its assigned tasks and duties.

“Term” means the period identified in Section 8 of this agreement as “Term and Termination,” and during which SunGard Higher Education will provide the Services to Client.

Certain other terms used in this Agreement are defined in the operative provisions of the Agreement, or in the Exhibits.

**2. Services.** During the Term, SunGard Higher Education will render the Services described in the attached Exhibit A for the fees set forth on the attached Exhibit B (the “Fees”). A cost summary is also included as part of Exhibit B.

**3. Fees For Services and Billing**

**3.1. Fees and Invoicing.** During the Term, in consideration for the provision of the Services, Client will pay SunGard Higher Education the Fees specified in Exhibit B, as otherwise provided for in Exhibit B. Fees and reimbursable expenses incurred (as otherwise provided for in Exhibit A) will be invoiced to Client on a monthly basis and are due and payable by Client thirty (30) days from the date of SunGard Higher Education’s invoice.

**3.2. Late Payments.** SunGard Higher Education reserves the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of Client’s receipt of the invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and shall be payable to SunGard Higher Education on demand.

**3.3. Taxes.** Client is responsible for paying all taxes (except for taxes based on SunGard Higher Education’s net income or capital stock) relating to this Agreement, the Services or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the Fees set forth in this Agreement. If Client is exempt from the payment of any such taxes, Client must provide

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 authority, SunGard Higher Education will invoice Client for and Client will pay to SunGard Higher Education all such tax amounts.

**3.4. Suspension of Services.** If in any instance, Client fails to pay to SunGard Higher Education within thirty (30) days after SunGard Higher Education makes written demand for such amounts, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that SunGard Higher Education may have at law or in equity, SunGard Higher Education may, in its sole discretion and without further notice to Client, suspend or reduce its performance of the Services. Time is of the essence with regard to Client's payment obligations under this Agreement.

**4. Confidential Information.** Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Client's obligations to maintain the Software as confidential will survive in perpetuity.

**5. Indemnification.** Client will defend, indemnify, hold SunGard Higher Education, its agents and their respective employees, officers and directors harmless from and against any loss, cost and expenses arising from: (i) the infringement by or of Client data, the Client materials or any other resources or items provided to SunGard Higher Education or its agents by Client of any third-party patent, copyright, trade secret or other proprietary right; (ii) any amounts, including taxes, interest and penalties, that are obligations of Client; (iii) any products or services provided by Client or Client's agents to third parties; and (iv) any breach or default by Client in the performance of Client's obligations under agreements with third parties, including without limitation any breach of the representation and warranty, and accompanying obligations, provided for in Section 8.11 of Exhibit A. Client's obligations under this indemnification are expressly conditioned on the

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 applicable) must in writing grant Client sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if SunGard Higher Education/its agent chooses to represent its own interests in any such action, it may do so at its own expense, but such representation must not prejudice Client's right to control the defense of the claim and negotiate its settlement or compromise); and (C) SunGard Higher Education or its agent (as applicable) must cooperate with Client to facilitate the settlement or defense of the claim.

**6. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices. Client must promptly send copies of any notice of material breach and/or termination of the Agreement to SunGard Higher Education's Legal Department at 4 Country View Road, Malvern, PA 19355, FAX number (610) 578-3700, or to such other place as SunGard Higher Education may subsequently designate for its receipt of notices. SunGard Higher Education must also send any notices of termination or material breach pursuant to this Agreement to Client's General Counsel at 720 Westview Drive, S.W., NCP Room 414, Atlanta, GA 30326, FAX number (404) 752-8646.

**7. Limited Warranty and Disclaimer.** SunGard Higher Education warrants that it will perform the Services in a professional and workmanlike manner consistent with industry standards reasonably applicable to the performance thereof. In any instance in which SunGard Higher Education fails to provide any Services in accordance with this limited warranty, Client will have the right to notify SunGard Higher Education of such fact while such failure is in effect, and thereupon, SunGard Higher Education will rectify such failure in a timely manner, without additional charge to Client. If, despite its reasonable efforts, SunGard Higher Education is unable to so rectify the failure, then, subject to the limitations set forth in Section 13 of this Agreement, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Higher Education's sole obligations for breach of this limited warranty are contained in this Section 7.

The limited warranty made to Client in this Section 7 is exclusive and is in lieu of all other warranties. **SUNGARD HIGHER EDUCATION MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. SUNGARD HIGHER EDUCATION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD HIGHER EDUCATION EXPRESSLY DOES NOT WARRANT THAT ITS SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WITHOUT INTERRUPTION. CLIENT WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 8 FAILS OF ITS ESSENTIAL PURPOSE.**

## **8. Term and Termination.**

8.1 Term. The initial Term is for a period of three (3) years following the Commencement Date. Thereafter, upon the mutual written agreement of the parties, in the form of an amendment to this Agreement, the Term can be renewed for up to two (2) consecutive one (1) year periods. For each of the aforementioned renewal years of the Term, the Fee will be 105% of the annual Fee for the immediately preceding year of the Term.

8.2 Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period.

8.3 Effect of Expiration of Term or Termination of Agreement. Upon the expiration of the Term, or upon any earlier termination of this Agreement by either party, Client's right to receive the Services provided for in this Agreement terminates. Upon the expiration or termination of the Term, SunGard Higher Education will work with Client in good faith to facilitate a return to Client of a copy of all Client records that were maintained in the Client instance of the Applications resident on the Hosting Hardware. Such transition

services will be provided by SunGard Higher Education on a time-and-materials basis at SunGard Higher Education's then-current rates. SunGard Higher Education reserves the right to require that Client prepay for the time-and-materials services that SunGard Higher Education estimates will be required as part of such transition services.

8.4 Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

8.5 Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement. For the avoidance of doubt, nothing in this Agreement will be deemed to give Client the right to terminate this Agreement prior to the expiration of the Term absent Client's payment to SunGard Higher Education of all fees and reimbursable expenses for the period beginning on the Commencement Date and continuing through the scheduled expiration of the Term (including any extensions thereof).

9. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

10. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Client, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

11. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

12. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Georgia, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from

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

**13. LIMITATIONS OF LIABILITY.**

**13.1 LIMITED LIABILITY OF SUNGARD HIGHER EDUCATION.** SUNGARD HIGHER EDUCATION'S LIABILITY IN CONNECTION WITH THE SERVICES OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES ACTUALLY PAID TO SUNGARD HIGHER EDUCATION FOR THE SERVICES IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

**13.2 EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD HIGHER EDUCATION BE LIABLE TO CLIENT FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD HIGHER EDUCATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**13.3 BASIS OF THE BARGAIN.** CLIENT ACKNOWLEDGES THAT SUNGARD HIGHER EDUCATION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**14. Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Client in connection with this Agreement does not modify this Agreement. Both the transaction provided for in and the fees due under this Agreement are non-cancelable, and the amounts paid under this Agreement are nonrefundable, except as provided in this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. By the execution of this Agreement, each party represents and warrants that it is bound by the signature of its respective signatory.

**EXHIBIT A**  
**SERVICES**

**I. HOSTING SERVICES**

**1. Additional Definitions**

The defined terms in the Agreement to which this Scope of Services is attached will have the same meaning in this Scope of Services unless the context clearly indicates otherwise. In addition to the defined terms in the Agreement, the following defined terms shall apply to this Exhibit A.

- 1.1. "Application" or "Applications" will have the same meaning as Client's Software (as hereinafter defined).
- 1.2. "Application Home" means the specific set of software code, or software code tree, used for the process of running a specific application.
- 1.3. "Application Security Administration" means the granting and revoking of global, class, and/or user-specific data entry forms, processes, and reports, through baseline and delivered application screens and utilities, for that which are accessed or run by end users and/or used by the applications supported under this Agreement.
- 1.4. "Application Configuration Administration" means the setting and adjusting of Application global, system, class, and/or user-specific defined data elements, that affect the functionality or display of the application, and for those which are modifiable only through vendor delivered application entry screens, forms, processes or utilities, for the applications supported under this Agreement.
- 1.5. "Approve" or "Approval" means Client's sign-off by Client's Contract Administrator (or his or her designee) as to deliverables under this Scope of Services that are tendered by SunGard Higher Education to Client for its review and approval.
- 1.6. "Availability" means the ability of the user community to access the system, whether to submit new work, update or alter existing work, or collect the results of previous work.
- 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 located in SunGard Higher Education's Space.
- 1.9. "Collocation Facility" means the facility where SunGard Higher Education leases space to provide its Services (as hereinafter defined).
- 1.10. "Contract Administrator" means and refer to a Client designated representative who is responsible for the execution and administration of this contract for Client.
- 1.11. "Database" means the physical data files tied to one or more Database Instances (as hereinafter defined).
- 1.12. "Database Instance" means the logical set of resources (CPU cycles and allocated memory) and node-specific configuration files required to operate a Database.
- 1.13. "Hosting Hardware" means the computer and networking hardware provided by SunGard Higher Education, installed in SunGard Higher Education's Space (as hereinafter defined).
- 1.14. "Services" means the application hosting services provided by SunGard Higher Education for the Hosted Software.
- 1.15. "Hosted Software" means the Software Modules identified in attached Schedule A.
- 1.16. "Normal Business Hours" are defined as 8:30 AM Eastern time to 5:00 PM Eastern time, and excludes all SunGard Higher Education observed holidays.
- 1.17. "SunGard Higher Education's Space" means the secure space, which is leased by SunGard Higher Education in the Collocation Facility.

- 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-diagnostic and Tier 1 troubleshooting procedures;
  - 1.19.2. Client has opened a support ticket with the appropriate Application vendor customer support center which center in turn has determined that the application is functioning properly;
  - 1.19.3. The Application vendor has determined that the support request is not the result of user error or lack of proper user and application interaction;
  - 1.19.4. The Application vendor has determined that the support request is not due to functional application configuration settings.
- 1.20. "Hosting Environment Capacity Ramp" means the calendar schedule for which specific Hosting Hardware and Services will be made available in SunGard Higher Education's Space for Hosted Software to be installed and put into use by the Client. The Hosting Environment Capacity Ramp is detailed in Schedule A of this Agreement.
- 1.21. "PCU" or "Power Computing Unit" will mean a measure of Hosting Hardware resources equivalent to one (1) central processing unit core or four (4) Gb of memory.
2. **Datacenter Capacity** – SunGard Higher Education will provide physical data center space within the Collocation Facility with the following attributes:
  - 2.1 Full Uninterruptable Power Supply ("UPS") systems backed up by diesel generator services.
  - 2.2 Cooling and humidity control to maintain an ambient room temperature in accordance with SunGard's policies.
  - 2.3 24 x 7 physical security including closed-circuit monitors, alarmed doors with secure card-key access, and restricted access to the equipment room floor.
  - 2.4 Multi-layer fire detection and suppression system including detection sensors throughout the facility and a multi-zone suppression system.
  - 2.5 Internet connectivity via connections to multiple Internet Service Providers.
  - 2.6 SunGard Higher Education will be responsible for payment of any and all utilities, rents, fees, taxes, special assessments or other monies that may be levied or assessed against the use of the collocation facility.
  - 2.7 If the Collocation Facility is damaged in whole or in part by fire or other casualty at any time during the Services Term, SunGard Higher Education will promptly and diligently seek to have such damage repaired by the responsible party.
3. **Hosting Equipment** – SunGard Higher Education will provide Hosting Hardware which consists of the following:
  - 3.1 SunGard Higher Education provides the Hosting Hardware (servers, disks, tape systems, and network access components) on the hosting environment capacity ramp, necessary to meet the functional and performance requirements of the hosted application(s) based on the user community size and application releases installed at the time of execution of this Agreement as detailed in Schedule A.
  - 3.2 SunGard Higher Education will provide all operating system licenses for the application environments detailed in this agreement and will maintain all associated maintenance agreements for those licenses for the duration of this Agreement.
  - 3.3 SunGard Higher Education will retain ownership and title of all Hosting Hardware (servers, disks, tape systems and network components, etc.) as detailed in Schedule A. At no time will Client have any ownership claim to this equipment.
  - 3.4 SunGard Higher Education will maintain active hardware maintenance agreements for all associated Hosting Hardware for the duration of the Services Term to cover repair and replacement of any failed components.



- 3.5 SunGard Higher Education maintains responsibility for all day-to-day server maintenance. Server maintenance includes hardware upgrades, firmware upgrades, patch installations, and server user administration and performance tuning.
  - 3.6 SunGard Higher Education supports all hosted hardware components and will replace failed components. Hardware replacement procedures will begin as per SunGard's incident management process.
  - 3.7 Hosting equipment is actively monitored for thresholds and availability 7x24x365. Alerts are categorized and managed per SunGard's incident management process.
4. **Information Security** – SunGard Higher Education will make commercially reasonable efforts to keep Client's application environment and Client's data effectively secured against unauthorized access.
- 4.1 SunGard Higher Education will maintain Internet firewalls to protect Client's application systems from unwanted and inappropriate access. Access through those firewalls will be for only those services explicitly necessary for secure operation of and access to Client's application environment.
  - 4.2 SunGard Higher Education requires that all Internet traffic to and from hosted systems be done using encrypted methods to protect the confidentiality of the data stored in Client's systems.
  - 4.3 SunGard Higher Education will provide one VPN connection using IPSec/3DES encryption technologies between collocation facility and Client's main campus network. This VPN access will be restricted to allow access only to Client's hosted applications within the SunGard Higher Education Hosting Center. This access path will be for the purpose of providing integration between Client's hosted applications and applications installed within Client's own campus network.
    - 4.4.1 Initial site to site connectivity would be over the IPSEC VPN provided by SunGard Higher Education. The site to site IPSEC VPN is deployed per user LAN location and requires a location on Client's network.
    - 4.4.1 SunGard Higher Education will provide a dedicated point to point circuit to Client's primary campus location as the primary mode of connectivity to the SunGard hosting facility. The number and size of the point to point circuit and the projected date of availability are defined under Schedule A.
  - 4.4 All systems and services in the SunGard Higher Education Data Center are subject to vulnerability scanning 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 appropriate systems and services installed in the Collocation facility.
  - 4.5 SunGard Higher Education requires that all Internet facing application services use SSL communications for proper encryption of data transmitted between the SunGard Higher Education Data Center and the Client workstation.
  - 4.6 SunGard Higher Education will maintain a regular patch management practices so that newly released security related patches are applied to servers supporting Client's applications.
  - 4.7 Client must agree to any service outage maintenance windows necessary to comply with the above patch management policy.
  - 4.8 Client must agree that service unavailability as a result of these patch application efforts will not be considered a service outage as described in this Exhibit A.
  - 4.9 In connection with the Services, Client may provide SunGard Higher Education with certain personal identifiable information of Client's students, faculty and/or employees that is regulated by various state and federal laws and regulations ("Client PII"). SunGard Higher Education represents that it maintains appropriate data security measures, including a written information security policy, to protect Client PII consistent with all applicable state and federal laws and regulations, including the Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth, 201 CMR 17. Further, to protect the privacy of Client PII, SunGard Higher Education shall, for so long as it retains Client PII: (a) maintain the confidentiality of Client PII; (b) limit access to Client PII to SunGard Higher Education's employees, agents and subcontractors who need access to Client PII to fulfill SunGard Higher Education's obligations hereunder; (c) require that its agents and subcontractors who have access to Client PII agree to abide by the same restrictions and conditions that apply to SunGard Higher Education with regard to such Client PII; and (d) implement appropriate administrative, technical and physical safeguards designed to ensure the security or

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 understands that from time to time, software and hardware vendors may release Critical Patches for their solutions meant to resolve identified vulnerabilities. Client must agree to not unreasonably delay application of any software or hardware patches identified by SunGard Higher Education Network Operations Center as mandatory.
  - 4.11 Client understands that when their systems are installed in the SunGard Data Center, they are subject to all SunGard Higher Education Information Security Policies, and Client must agree to abide by those policies.
  - 4.12 Client agrees that they will assign an 8-hour weekly maintenance interval, during which time non-critical patches and other updates as described herein will be applied to hosted systems. Client understands that service unavailability that results from utilization of this maintenance period for application of such patches will not be considered a service outage as described in this document.
  - 4.13 Client agrees that they will provide 128bit, SSL Digital Certificates to support all Internet facing services in support of Client's hosted applications.
  - 4.14 Client shall maintain adequate security controls to govern its access to the System Services via the internet necessary for data privacy and confidentiality, data integrity, authorization, authentication and non-repudiation, and virus detection and eradication.
  - 4.15 Each of Client's users authorized to use the Software will be provided a unique access code in order to access the Software (a "Password"). Client agrees to hold the Passwords in strict confidence and will not assign, share, sell, barter, transfer, exchange, misuse or abuse the Passwords in any way or attempt in any way to disable, deactivate or render ineffective the password protection of the System. If Client suspects or learns that a Password is being used to gain unauthorized access to the System, Client will immediately notify SunGard Higher Education at which time SunGard Higher Education will change the Password. SunGard Higher Education may suspend access to the Software and suspend application services without advance notice if SunGard Higher Education reasonably believes the Software are being used or accessed in an unauthorized, illegal or disruptive manner.
  - 4.16 Client is responsible, at its expense, for complying with all applicable laws and regulations applicable to use of the Software and access to the Software, including laws and regulations pertaining to (a) use or remote use of software and related property, or (b) communication or transmission of data into or out of a jurisdiction.
5. **Administration Services** – So long as the service level is not materially affected, SunGard Higher Education reserves the right to change the mode of delivery of Services being provided under this Agreement. SunGard Higher Education may use a combination of remote services, leveraged services, centralized services, and offshore services to provide the Services described under this Agreement. SunGard Higher Education is not committing to retain personnel on the Client's site, and the parties acknowledge that, with evolution of technology, it may become expedient to provide Services using any or all of the previously described modes of service delivery.
- 5.1 **Operating System Administration** – SunGard Higher Education will provide operating system ("OS") administration for all operating system environments covered under this Agreement as defined in Schedule A. These services include:
    - 5.1.1 SunGard Higher Education will install and configure all OS environments for all systems covered under this Agreement.
    - 5.1.2 SunGard Higher Education performs all local system level security administration for all OS environments covered under this Agreement.
    - 5.1.3 SunGard Higher Education will maintain exclusive access and control of all "ROOT" level passwords to all systems and devices under this Agreement.
    - 5.1.4 SunGard Higher Education tests and installs all patches and updates made available from OS vendor for all OS environments covered under this Agreement as per SunGard's change management process.

5.1.5 SunGard Higher Education will provide troubleshooting and diagnostic support for all systems covered under this Agreement as per SunGard's incident management process.

5.2 **Database and Application Administration** – SunGard Higher Education will provide Database Administration (“DBA”) and Application Administration for the databases and application environments comprising the Client's Hosted Software covered under this Agreement as defined in Schedule A. These services include:

5.2.1. Expertise on appropriate applications and software supported under this Agreement. Services are provided remotely through staff and resources provided by SunGard Higher Education. SunGard Higher Education's application resource teams will provide technical support and administration so that the Client's supported systems are operationally maintained, integrated and tuned for proper performance.

5.2.2. SunGard Higher Education will install and configure, in single Database Instance configuration, Database environments for vendor-specific systems covered under this Agreement.

5.2.3. SunGard Higher Education will install and configure baseline Application Home environments for vendor-specific systems covered under this Agreement.

5.2.4. SunGard Higher Education will upgrade and patch Database Application Homes, associated Databases, and Database Instances for vendor-specific systems covered under this Agreement.

5.2.5. SunGard Higher Education will upgrade and patch Application Homes and associated subsystems for vendor-specific systems covered under this Agreement.

5.2.6. SunGard Higher Education will use its standard practices upgrade methodology, which includes the application of upgrades and patches in testing environments prior to migration to work-in-progress or production environments, as requested by Client and scheduled by SunGard Higher Education staff in coordination with onsite staff.

5.2.7. SunGard Higher Education performs Database system level security administration for the Database environments covered under this Agreement.

5.2.8. SunGard Higher Education performs Database, and Application Home clones or system refreshes for the supported environments covered under this Agreement when necessary to facilitate implementation or other testing activities based upon mutually agreed schedules. An automated cloning or refreshing process may be implemented using vendor-available technologies on a mutually agreed to basis if requested by the Client.

5.2.9. SunGard Higher Education will maintain exclusive access and control of all “DBA” or super-user level passwords to include those application accounts that require such access to all Databases, Database Instances, and applications covered under this Agreement.

5.2.10. SunGard Higher Education will perform a regular log review and analysis to determine the security and stability of the Database and application environments covered under this Agreement.

5.2.11. SunGard Higher Education will provide troubleshooting and diagnostic support for the Databases, Database Instances, and Database Homes covered under this Agreement as per SunGard's incident management process.

5.2.12. SunGard Higher Education will provide Tier 2 troubleshooting and diagnostic support for the Client's Hosted Software application configurations and Application Homes covered under this Agreement as per SunGard's incident management process.

5.2.13. SunGard Higher Education will provide for general and reasonable assistance with various issues that arise on a day-to-day basis requiring systems and application administration knowledge and experience for Client's Hosted Software covered under this Agreement.

5.2.14. SunGard Higher Education will perform monitoring, tuning, and adjusting of Database, Database Instance, and Application parameters and configurations based on the specific vendor's recommendations, input from users, and response time sampling based on SunGard Higher Education's standard practices for the Applications covered under this Agreement.

5.2.15. SunGard Higher Education will communicate with third-party vendors or other SunGard Higher Education business units to resolve escalated issues as they arise for the Applications covered under this Agreement.

**Client Duties** – Client is responsible for:

5.2.16. Providing timely notification (a minimum of 14 academic days) of upcoming events that will require System, Database and/or Application administration action. Certain activities and other reasonably identified time-sensitive projects, as mutually agreed to by both SunGard Higher Education and the Client, will not require said lead time but will have a lead time as provided for in mutually agreed to project plans. Large projects and projects requiring end user testing and verification will require longer notification lead times, and SunGard Higher Education will not be responsible for delays or failure to meet Client's expectations if adequate lead time is not provided.

5.2.17. Not requiring the same Database or Application software upgrades and patches to be applied more than two (2) times for any given Application Home, Database Home, or Database. Database and/or Application patches which are not directly related to identified security or application vulnerabilities will only be applied after being requested by the Client and then being discussed with SunGard Higher Education. Application patches, which are not required for the Client's typical and reasonable business needs will not be applied. Typically remaining patches will be applied with "point releases" which contain a rollup of application level patches.

5.2.18. Appointing or providing a user liaison that will coordinate and perform the Application Security Administration functions and duties as requested by the Client for the Applications covered under this Agreement.

5.2.19. Appointing or providing a user liaison that will coordinate and perform the Application Configuration Administration functions and duties as requested by the Client for the Applications covered under this Agreement.

5.2.20. Appointing or providing a single user liaison that will perform the Application Patch coordination role and inform SunGard Higher Education which Application patches and upgrades are requested for the Applications covered under this Agreement.

5.2.21. Providing for programming and user liaisons to research, review, develop and/or correct application or data level problems or data integrity issues for the Applications covered under this Agreement; to include:

5.2.22.1 Programming and scripting – Programming or scripting which directly or indirectly reads or manipulates Client's data or applications is not included in this Agreement. This includes modifications to any portion of the delivered application, including vendor-provided batch and nightly processing and data integrity scripts, as well as integration with other applications.

5.2.22.2 Report writing – Report writing using any supported or unsupported reporting tool or through the native available database or applications languages is not included in this Agreement.

5.2.22.3 Data research, analysis and troubleshooting –Troubleshooting of all identified issues should be completed by either the Client's technical resource or other Client-assigned technical resources.

5.2.22.4 Data manipulation – SunGard Higher Education will not manipulate any Client data using either direct inserts, updates, or deletes unless through an authorized vendor released upgrade/patch script or through the approval and authorization of the Client.

5.2.22.5 Application or technical training and usage or configuration documentation – Any software training, functional, technical, or configuration and usage documentation pertaining to the supported applications or underlying technologies is not provided for with this Agreement.

5.2.22.6 Developing, modifying, or providing ongoing software maintenance for integrations to/from any of the supported applications is not included in this Agreement.

- 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 determined that administration assistance or tasks are needed, the Application and/or Database Administrator will engage to perform the requested task or process on the Client's behalf.
  - 5.2.24 Appointing or providing functional, technical or other appropriate user liaison who will perform the function of the job and job stream management role, if applicable. This role will be responsible for creating, maintaining, and troubleshooting all Client-entered application level jobs and job streams submitted either through the application or in a supported scheduling system.
  - 5.2.25 Appointing or providing for any other applications, roles, or job functions not supported under this Agreement as defined herein the necessary resources that will be responsible for all user functions, management and other application required roles.
  - 5.2.26 Communicating any applicable database or application software standards and procedures for access to systems supported by this Agreement to participating students, faculty, staff and alumni.
  - 5.2.27 Providing all end user desktop and peripheral support for the Applications covered under this Agreement.
6. **Backups** – SunGard Higher Education maintains a backup practice to protect client data from loss. All systems supported under this Agreement as defined in Schedule A will be backed up with the following practice:
- 6.1 All systems are backed up to tape and/or disk using weekly full backups, plus nightly incremental backups.
  - 6.2 Tapes/Disk data and hosted systems are all resident in a secure and environmentally controlled data center.
  - 6.3 The most current backups are transmitted offsite to a secure facility on a daily basis.
  - 6.4 Backup tape retention are as follows:
    - 6.4.1 Daily tape backups are kept for four (4) weeks
    - 6.4.2 Weekly full tape backups are kept for eight (8) weeks
    - 6.4.3 Monthly tape backups are kept for one (1) year
  - 6.5 Database(s) and application data stores as appropriate will be set up for near-line (to disk) backups or straight-to-tape backups as appropriate.
  - 6.6 SunGard Higher Education will establish a Database backup procedure and regularly monitoring it to validate reliability. SunGard Higher Education will not be responsible for the accuracy of data in Client's Databases, but will only be responsible for appropriately backing up the data in Client's Databases and applications supported under this Agreement.
  - 6.7 SunGard Higher Education will perform restore tests of data objects selected at random from all server environments covered under this Agreement to validate backup practices.
  - 6.8 SunGard Higher Education will work with the Client to perform an annual complete restore of the production database into a non-production environment to validate backup practices.
7. **Systems Monitoring** – SunGard Higher Education maintains a multi-layered monitoring system to provide real-time and historical information about the hosting and application environment from the SunGard Higher Education's Network Operations Center (NOC).
- 7.1 Network devices and services are actively monitored for thresholds and availability.
  - 7.2 Server hardware is actively monitored for thresholds and availability.
  - 7.3 Application environments are actively monitored for availability.
  - 7.4 Monitored services described above will trigger active alerts for thresholds and availability 7x24x365. Alerts are categorized and managed per SunGard's incident management process.
  - 7.5 SunGard Higher Education will prepare and make available to Client a monthly status report concerning the Services. The report will include a detailed summary of (i) the availability of Client's System; (ii) details of any server outage; and (iii) descriptions of completed scheduled maintenance.

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 in Schedule A;
  - 8.3 Permit Client’s licensed applications to be installed on SunGard Higher Education’s Hardware as specified in Schedule A and other necessary components as reasonably determined by SunGard Higher Education or agreed to in the Agreement and approved by the Client in writing;
  - 8.4 Pay for any software upgrades that are necessary to operate Client’s applications located within SunGard Higher Education’s Space as appropriate;
  - 8.5 Pay for any software upgrades that are necessary to operate Client’s applications and systems to remain compliant with software or hardware vendor’s support;
  - 8.6 Permit and schedule required downtime for Client’s Hosted Software and underlying systems for upgrades and maintenance. Client shall not require SunGard Higher Education to perform systems maintenance to the production or non-production systems while end users, staff, faculty, or other users are using the supported systems.
  - 8.7 Bear the cost of all customizations, code enhancements and any application changes required to operate within SunGard Higher Education’s Space to the extent not provided through this Agreement.
  - 8.8 Maintain active maintenance agreement with all third-party application software vendors for the duration of this Agreement for all applications and tools installed on the SunGard-provided hardware and name SunGard Higher Education as an authorized agent for those agreements to act on Client’s behalf.
  - 8.9 Appoint a single designated site liaison with whom the SunGard services team will primarily communicate.
  - 8.10 Not require to be installed or install additional software on or modify software installed on the Client’s systems supported hereunder without the express consent of SunGard Higher Education.
  - 8.11 To the extent that this Agreement provides for SunGard Higher Education to host any Software that was not licensed to Client by SunGard Higher Education (“Other Software”), Client’s execution of this Agreement constitutes a warranty and representation by Client that Client has all obtained for SunGard Higher Education all rights required or appropriate to enable SunGard Higher Education to provide the Services in connection with such Other Software, without the payment of any amounts or the provision of any additional consideration by SunGard Higher Education to the licensor of such Other Software or to any other person or entity whatsoever.
  
9. **Price Escalators** – A number of the service components that make up this hosting agreement include variables driven by Client’s use and may trigger the price escalators described below:
  - 9.1 **Disk Storage** - In the event that Client exceeds the Client Committed Storage in Schedule A for a period of 14 calendar days, Client is obligated to purchase additional storage in 50GB increments at a price of \$5.00 per 1GB per month. Once incremental charges for exceeding disk space limits are applied, they will not be removed for the duration of this Agreement.
 

Note: SunGard Higher Education will notify Client at the start of the 14-day period during which time Client can re-examine the content currently residing on the server and remove old or obsolete data so as to reduce the data stored below the Client Committed Storage or limits provided for within this Agreement.
  - 9.2 **Internet Bandwidth Utilization** - If under the industry standard 95th percentile provision (where the top 5% of network utilizations as determined by polls taken every five minutes during the month are discarded) Client’s Internet bandwidth utilization exceeds the committed bandwidth rate detailed in Schedule A, Client will be billed a bandwidth overage charge of \$200.00 per 1Mb / per calendar month for all utilization in excess of Client Committed Internet Bandwidth. If actual bandwidth utilization exceeds Client committed bandwidth for 3 consecutive months, Client Committed Internet Bandwidth will be reset to the newly measured threshold for the remaining duration of the Agreement, or until such time as Client’s actual utilization again exceeds the newly set Committed Internet Bandwidth level.

- 9.3 Point to Point Circuit Bandwidth Utilization - In the event that Client requires additional bandwidth for Client Committed Point to Point Circuit as outlined in Schedule A, Client may purchase additional Point to Point Circuit Bandwidth in 1Mb increments at a price of \$600.00 per 1Mb / per calendar month. Once incremental charges for increasing Point to Point Circuit Bandwidth limits are applied, they will not be removed for the duration of this Agreement.

Note: Point to Point Circuit Bandwidth Utilization includes required fees for increases in standard Internet Bandwidth and Virtual Private Network Bandwidth utilization. Separate increases for Internet Bandwidth and Virtual Private Network Bandwidth are not needed.

- 9.4 Virtual Private Network (VPN) Utilization – In the event that the client requires additional bandwidth for the Committed VPN as outlined in Schedule A, The client may purchase additional VPN bandwidth in 1Mb increments at a price of \$100.00 per 512Kb / per calendar month. Once incremental charges for increasing VPN bandwidth limits are applied, they will not be removed for the duration of this Agreement. The Client’s VPN bandwidth will be reset to the newly measured threshold for the remaining duration of the Agreement, or until such time as the client’s actual utilization again exceeds the newly set Committed VPN bandwidth level.

- 9.5 Server Capacity - If during the term of this Agreement, Client:

- 9.3.1 Requires installation of application modules not explicitly detailed in Schedule A of this Agreement;
- 9.3.2 Requires installation of application version upgrades that change the system resource requirements for normal operation of the application;
- 9.3.3 Increases system records or user community populations which are mutually determined to cause degraded system performance from the items described in Schedule A;
- 9.3.4 Requires addition of other third-party integration applications;
- 9.3.5 Makes any other change in usage pattern or application environment not covered by other escalators in this Agreement;

Client understands they must notify SunGard Higher Education at least 60 calendar days in advance of such changes and that SunGard Higher Education will adjust the service price to reflect the new resource demands necessary to maintain service performance. All additional service fees shall be in effect for the remaining duration of the agreement.

- 9.6 Power Computing Unit (PCU) Utilization - In the event that Client requires additional PCU for Client Committed PCU as outlined in Schedule A, Client may purchase additional PCU in 1 PCU increments at a price of \$125.00 per 1 PCU / per calendar month. Once incremental charges for increasing PCU limits are applied, they will not be removed for the duration of this Agreement.

Beginning February 1, 2011, the unit pricing provided for in this Section 9 will increase by 5% per annum over the applicable unit pricing in effect on the immediately preceding February 1<sup>st</sup>.

10. **External Interfaces/Third-Party Integrations** – Installation and operation of the supported application may require installation of third-party applications, and those applications may require connectivity to environments external to SunGard Higher Education or Client’s networks.

- 10.1 Only those applications detailed in Schedule A are installed and supported at the time of this Agreement.
- 10.2 Client understands that not all external interface/third-party integration solutions comply with SunGard Higher Education Information Security Policies and agrees to submit any new interface or connectivity requirement requests to SunGard in writing at least 60 days before acquisition of such solutions.
- 10.3 Client understands that external interfaces or third-party integrations that do not comply with SunGard Higher Education Information Security Policies may not be installed on systems or services in the SunGard Higher Education Data Center at any time.
- 10.4 Client understands that any third-party integrations added to those detailed in Schedule A and certified for installation in the SunGard Higher Education Data Center will incur an additional monthly service charge for installation and support.

### **Client Responsibilities as to External Interfaces / Third-Party Integrations**

- 10.5 The Client will provide a point of contact for communication of activities, planning and requests/requirements to the Application Services team.
  - 10.6 The Client will purchase all licenses required to run the supported and Hosted Software.
  - 10.7 The Client will purchase supported SSL certificates for the Applications servers.
  - 10.8 The Client will provide the staff resources necessary for the test run of the hosted applications and provide appropriate feedback promptly identifying any go-live issues or concerns.
11. **Communication Procedures** – Processes for communication between Client and SunGard Higher Education support services.
- 11.1 Onsite Client/Staff communication to SunGard Higher Education support services staff.
    - 11.1.1 All communications related to general service requests and problems should be directed to the SunGard Higher Education Support Center.
    - 11.1.2 All communications related to emergency service requests should be directed to the SunGard Higher Education Support Center via telephone, which number will be provided upon Services engagement.
    - 11.1.3 Escalation of any unresolved issues related to problems experienced with the SunGard Higher Education service solution should be directed to the SunGard Higher Education Account Manager.
  - 11.2 SunGard Higher Education Staff Communication to onsite Client/Staff.
    - 11.2.1 Status reports and major (defined as Emergency Severity) issues reports will be directed to the designated onsite liaison (typically a Director of Administrative Computing and/or CIO).
    - 11.2.2 For all Client initiated communications regarding general service requests, Application System support, or incidents, SunGard Higher Education will assign service support tickets to the appropriate services technician who will then contact the Client point of contact via SunGard's service management system, email, or telephone as appropriate.
    - 11.2.3 For all SunGard initiated communications regarding Enterprise or Network Operations Center notifications and alerts, SunGard will provide outbound communications via SunGard's service management system, email, or telephone as appropriate and as described in the Client's site specific operational support manual.
    - 11.2.4 Client will provide appropriate contact information to SunGard Higher Education and inform SunGard Higher Education immediately upon changes to Client contacts and contact medium
  - 11.3 Conference calls and planning sessions:
    - 11.3.1 SunGard Higher Education will participate in periodic and regularly scheduled planning sessions and conference calls not to exceed one, one-hour sessions per week.
12. **24x7 Central Help Desk for Emergency Support Services** – The Central Help Desk is the second level of support for emergency-only support calls made to SunGard Higher Education to engage Application Hosting support and/or to contact service delivery contacts as defined in the Agreement. SunGard Higher Education will provide:
- 12.1 A US-based toll-free phone number monitored 24 hours a day, 7 days a week, 52 weeks a year, including site holidays.
  - 12.2 Personnel-based monitoring of Data Center monitoring systems, including alerts and escalation of defined P1 issues for resolution.

### **Limitations**

- 12.3 The Emergency Contact Help Desk does not provide end user support for the applications supported per this Agreement.
- 12.4 The Emergency Contact Help Desk does not replace or supplement the SunGard Higher Education Application Client Support Center.



13. **Lawful Use** – The Client’s System may not be used in any manner that would violate or infringe upon any of the following: federal or state laws, copyrights, trademarks, trade secrets, right of publicity, right of privacy or any other right of any person or entity and may not be used to access or store any material which is obscene, libelous or defamatory.

Services may not be used for the purpose of transporting or storing any material, which is obscene, libelous or defamatory. Client must also comply with rules for other networks they may access through Client’s System or Services provided by SunGard Higher Education.

14. **Service Changes** – If SunGard Higher Education recommends any changes to the Services, it will provide Client with a written request of the changes for approval by Client. If the changes made by SunGard Higher Education would diminish the level of Service provided hereunder, then SunGard Higher Education will notify Client and seek Client’s prior written approval, which will not be unreasonably withheld, and if Client fails to accept or reject the proposed change within ten (10) days of receipt of the notice, the change will be deemed accepted.

15. **Insurance / Risk of Loss** – During the Term of this Agreement, SunGard Higher Education will keep in full force and effect, at SunGard Higher Education’ sole cost and expense, property and casualty insurance coverage for Hosting Space and the Hosting Hardware provided by SunGard as a part of this Agreement.

SunGard Higher Education shall not terminate such insurance without replacing it without a lapse in coverage.

16. **Transportation, Packing and Related Costs** – If during the term of this Agreement SunGard Higher Education intends to move its Collocation Facility to another location, SunGard Higher Education must provide Client with reasonable written notice and SunGard Higher Education will pay all Transportation Charges related to moving Client’s Systems to SunGard Higher Education’s new Collocation Facility.

17. **Effect of Termination** – Any hardware and software owned, leased, or licensed by SunGard Higher Education and used in provision of Services to Client will remain the property of SunGard Higher Education and shall not transfer to Client, and Client hereby acknowledges that it will not make any claims to or claim ownership or right to possession of any such hardware and software.

Client’s System, and any other software owned, lease or licensed by Client and used in provision of Services, will remain the property of Client, and SunGard Higher Education hereby acknowledges that it will not make any claims to or claim ownership or right to possession of any such Equipment, System or other hardware or software.

**Schedule A  
Service Configuration**

Client Name	<b>Morehouse School of Medicine</b>		
Supported Applications	<b>Banner, Luminis Platform, Workflow, Cognos, BPRA <sup>1</sup></b>		
<b>Installed Application Modules</b>			
Application Modules	<b>Banner, Luminis Platform, Workflow, Cognos, BPRA <sup>1</sup></b>		
Application Web Modules	<b>Self Service Banner, Internet Native Banner</b>		
Application Portal	<b>Luminis Platform</b>		
Total Users	<b>1041</b>	291 Students, 750 Administrative	
Number of Primary Application Databases	<b>5</b>	Banner	
Number of Portal Platforms	<b>2</b>	Luminis	
Number of Other Application Platforms	<b>2</b>	Workflow, BPRA, Cognos	
Committed Internet Bandwidth (Mb/second)	<b>1</b>		
Committed Point to Point Circuit (Mb/second)	<b>0</b>		
Committed Number of Point to Point Circuits	<b>0</b>		
Committed Virtual Private Network Bandwidth	<b>512 Kb</b>		
Committed Power Computing Units (PCU)	<b>46</b>		
Client Committed Storage (GB)	<b>822</b>		
<b>Included OS/Application Environments</b>			
Application	QTY	Environment	Date
Banner/BPRA	<b>1</b>	<b>Production</b>	<b>1/2010</b>
Banner/BPRA	<b>1</b>	<b>Non-Production</b>	<b>1/2010</b>
Self Service	<b>1</b>	<b>Production</b>	<b>1/2010</b>
Application/Workflow	<b>1</b>	<b>Production</b>	<b>1/2010</b>
Self Service/Application/Workflow	<b>1</b>	<b>Non-Production</b>	<b>1/2010</b>
Luminis Platform	<b>1</b>	<b>Production</b>	<b>1/2010</b>
Luminis Platform	<b>1</b>	<b>Non-Production</b>	<b>1/2010</b>
Cognos Application	<b>1</b>	<b>Production</b>	<b>1/2010</b>
Cognos Application	<b>1</b>	<b>Non-Production</b>	<b>1/2010</b>

**<sup>1</sup> Detail Table:**

Banner Student (includes Student Self-Service and Faculty and Advisor Self-Service)
Banner Financial Aid (includes Financial Aid Self-Service)
INAS Software
CSS Profile Interface
Banner Finance (includes Finance Self-Service)
Banner Human Resources (includes Employee Self-Service)
Banner Workflow
Luminis Basic <sup>1</sup>
Banner Integration Technologies
Banner Integration for eLearning
Banner Operational Data Store
Oracle Software – Application Specific Full Use
IBM Cognos Software – Restricted Use License

## 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 determined by calculating the aggregate minutes, during the periods the service is scheduled to be available ("Scheduled Uptime") that the service is unavailable for use by Client ("Unscheduled Outage"), divided by the total aggregate minutes of scheduled availability for the month which is Scheduled Uptime minus the time the service is scheduled to be unavailable with customer agreement ("Scheduled Downtime"), and rounded to the nearest 10<sup>th</sup> (tenth) unless otherwise indicated in the specific Service Level definition. The Achieved Availability calculation is expressed as:

$$1 - (\text{Unscheduled Outage} / (\text{Scheduled Uptime} - \text{Scheduled Downtime}))$$

### 2. Service Level Objective

SunGard Higher Education Services aims to achieve 100% application availability for all application environments supported by this Agreement.

### 3. Remedy

Except under the conditions mentioned in the next section below, if the Application Availability of Client's Web site is less than 100%, SunGard Higher Education will issue a credit to Client according to the following table:

Application Availability	Total Downtime in a Calendar Month	Credit Percentage
98.0% - 100%	0 – 865 minutes	0%
95% - 97.99%	866 minutes to 2,160 minutes	2%
90% - 94.99%	2,161 minutes to 4,320 minutes	5%
87% - 89.99%	4,321 minutes to 5,694 minutes	8%
83.5% – 86.99%	5,695 minutes to 7,200	10%
< 83.49	>7,200 minutes	15%

The credit will be calculated based on the monthly service charge for the affected Services.

### 4. Maintenance Procedure

- 4.1 SunGard Higher Education Services will use diligent efforts to announce any scheduled maintenance at least 48 hours ahead of time to the Client.
- 4.2 SunGard Higher Education Services reserves the right to perform emergency maintenance without any prior notification, should it be deemed necessary to protect and maintain the security and integrity of the Services.

### 5. Conditions

Client will not receive any credits under this SL in connection with any failure or deficiency of hosted services caused by or associated with:

- 5.1 Circumstances beyond SunGard Higher Education's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks or hackers, failure of third-party

software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SL;

- 5.2 Failure of access circuits to the SunGard Higher Education Network or its upstream providers, unless such failure is caused solely by SunGard Higher Education;
- 5.3 Scheduled maintenance, to the extent provided herein, and emergency maintenance and upgrades;
- 5.4 Domain Name Server (DNS) issues outside the direct control of SunGard Higher Education;
- 5.5 Issues with FTP, POP, IMAP, or SMTP customer access;
- 5.6 False SL breaches reported as a result of outages or errors of any SunGard Higher Education measurement system;
- 5.7 Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc.), any negligence, willful misconduct, or use of the Services in breach of SunGard Higher Education's Terms of Service and Acceptable Use Policy;
- 5.8 e-mail or webmail delivery and transmission;
- 5.9 DNS Propagation;
- 5.10 Outages elsewhere on the Internet that hinder access to Client's applications;
- 5.11 SunGard Higher Education is not responsible for browser or DNS caching that may make Client's applications appear inaccessible when others can still access it;
- 5.12 SunGard Higher Education will guarantee only those areas considered under the control of SunGard Higher Education.

## **6. Credit Request and Payment Procedures**

In order to receive a credit, customer must make a request via email. Each request in connection with this SL 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 credit request.

Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SL will not exceed the total hosting fee paid by Client for such month for the affected Services. Credits are exclusive of any applicable taxes charged to Client or collected by SunGard Higher Education and are Client's sole and exclusive remedy with respect to any failure or deficiency in Availability of Clients application.

Note: Credits are not refundable and can be used only towards future billing charges for Services under this Agreement only. Provided, however, if a credit is due in the last month of the term of this Agreement, then the credit will be applied against the fees due in the last month of the Agreement.

### **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 Education observed holidays.

Non-production work or work which is deemed by SunGard Higher Education as non-mission-critical will be performed during Normal Business Hours.

#### **Extended, After, and Emergency Hours of Support**

Production work and work which is deemed by SunGard Higher Education as mission-critical will be performed during Extended or After Hours as appropriate Emergency support is provided 24x7x365 as defined in the Triaged Response Metrics.

Response times listed in this document reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which the Client will be contacted by SunGard Higher Education Application Services technicians after help desk triaging and routing the issue to either the Client's onsite representative or SunGard Higher Education Application Services Support. Application Services technicians will begin triaging the request to seek a resolution of the issue once communication with the Client has been established to verify the request and depending on the Priority Level as described below. Service requests received by the help desk after the SunGard's normal business hours with a priority lower than that of "Priority 1" will be responded to during the next business day. Note: In the event an issue is identified as needing to be escalated or triaged to Client's onsite representative or third-party vendor during times when the Client does not provide or has not contracted for onsite or third-party support or when the Client is closed for business because of holidays, bad weather or other events that would prevent referral of an issue to the next level of support, the referral will be made within the response times set below when the Client site is next open for business during normal business hours.

## Triaged Response Metrics

Priority Level	Description – Normal Business Hours	Service Response to Client
1	<b>Emergency</b> – A problem or issue impacting a significant group of customers or mission critical IT function.	1 Hour
2	<b>High</b> – Non-critical but significant issue degrading the performance and reliability of supported services; however, the services are still operational. Support issues that could escalate to Emergency if not addressed quickly.	4 Hours
3	<b>Normal</b> – Routine support requests that impact a single user or non-critical issues.	24 Hours
4	<b>Low</b> – A minor service issue or general inquiry.	72 Hours

### Priority Level Examples

Support requests that are made to the Client Support Center are prioritized based on the nature, severity and time of the request. The following examples have been developed in order to service Client in the most efficient manner possible.

#### Priority 1 - Emergency

1. Supported Production Systems is down
2. System anomalies that prevent Client from accessing supported applications
3. Inability to reach login site of supported applications
4. Supported Web Portal site is down

#### Priority 2 - High

1. Application not functioning normally for critical business processing
2. New trouble report that needs immediate attention and is affecting major component(s) of supported applications

#### Priority 3 - Normal

1. General support requests not affecting broad range of users or supported applications
2. Known trouble report that has been previously reported

#### Priority 4 - Low

1. Comments/suggestions from customers
2. Change requests

Exhibit B, Page 1  
**TECHNOLOGY MANAGEMENT SERVICES  
 AGREEMENT BETWEEN  
 MOREHOUSE SCHOOL OF MEDICINE  
 AND  
 SUNGARD HIGHER EDUCATION MANAGED SERVICES**

**ANNUAL PAYMENT SCHEDULE**

	2/1/2010 - 6/30/2010 FY 2010 5 Months	7/1/2010 - 6/30/2011 FY 2011 12 Months	7/1/2011 - 6/30/2012 FY 2012 12 Months	7/1/2012 - 1/31/2013 FY 2013 7 Months	Total
A. Sungard Higher Education Technology Management Services Fees	\$ 132,374	\$ 320,546	\$ 331,293	\$ 198,776	\$ 982,990
B. Annual Payment to Sungard Higher Education	\$ 136,526	\$ 327,663	\$ 327,663	\$ 191,137	\$ 982,990
C. Annual Deferral/Payment Against Deferred Obligation	\$ (4,152)	\$ (7,117)	\$ 3,630	\$ 7,639	
Cumulative Deferred Obligation Due Sungard Higher Educatio	\$ (4,152)	\$ (11,269)	\$ (7,639)	\$ 0	

**Notes:**

- 1: The Sungard Higher Education Technology Management Services Fees expressed in 'A' above are for the period from February 2010 to January 2013
- 2: Sungard Higher Education fees include all out-of-pocket expenses incurred by Sungard Higher Education for performance under this Partnership.

Exhibit B, Page 2  
**TECHNOLOGY MANAGEMENT SERVICES  
 AGREEMENT BETWEEN  
 MOREHOUSE SCHOOL OF MEDICINE  
 AND  
 SUNGARD HIGHER EDUCATION MANAGED SERVICES**

**ANNUAL PAYMENT SCHEDULE**

	2/1/2010 - 6/30/2010 FY 2010 5 Months	7/1/2010 - 6/30/2011 FY 2011 12 Months	7/1/2011 - 6/30/2012 FY 2012 12 Months	7/1/2012 - 1/31/2013 FY 2013 7 Months	Total
July	\$ -	\$ 27,305	\$ 27,305	\$ 27,305	27,305
August	-	27,305	27,305	27,305	27,305
September	-	27,305	27,305	27,305	27,305
October	-	27,305	27,305	27,305	27,305
November	-	27,305	27,305	27,305	27,305
December	-	27,305	27,305	27,305	27,305
January	-	27,305	27,305	27,305	27,305
February	27,305	27,305	27,305	-	-
March	27,305	27,305	27,305	-	-
April	27,305	27,305	27,305	-	-
May	27,305	27,305	27,305	-	-
June	27,305	27,305	27,305	-	-
<b>Annual Totals</b>	<b>\$ 136,526</b>	<b>\$ 327,663</b>	<b>\$ 327,663</b>	<b>\$ 191,137</b>	<b>\$ 982,990</b>