



HOSTING SERVICES AGREEMENT

This Hosting Services Agreement ("Agreement") is effective January 29th, 2018 (the "Effective Date") between Huron Consulting Services LLC, a Delaware limited liability company with an office located at 20270 NW AmberGlen Ct., Suite 100, Hillsboro, Oregon 97006 ("Huron") and the University of Vermont and State Agricultural College, a non-profit educational corporation and an instrumentality of the State of Vermont, with an office located at 85 South Prospect Street Burlington, VT 05405 ("UVM", "Client"). Huron and Client may individually be referred to as a "Party" or together as the "Parties".

1. Recitals.
 - 1.1 Huron is a provider of proprietary software products ("Software") and maintenance services for the Software ("Maintenance");
 - 1.2 Huron also provides hosting services in connection with its clients' use of the Software as set forth in the applicable Hosting Schedule, as defined in Section 2 below ("Hosting Services");
 - 1.3 Client has a valid license to the Software and desires Huron to provide Hosting Services to Client in connection with Client's use of the Software; and
 - 1.4 In consideration of the mutual promises set forth in this Agreement, Huron and Client agree to the following:
2. Hosting Services. Huron will provide to Client the Hosting Services specified in one or more Hosting Services schedules (each, a "Hosting Schedule") signed by both Parties and attached hereto. Each Hosting Schedule will incorporate all of the terms and conditions of this Agreement as though fully set forth therein. In the event of a conflict between any of the terms of this Agreement and the terms of a Hosting Schedule, the terms of the Hosting Schedule shall prevail with respect to the Hosting Services that is the subject of such Hosting Schedule. Changes to any Hosting Schedule shall be made only in a written document executed by authorized representatives of both Parties.
3. Term. Each Hosting Schedule will specify the effective date and term for such Hosting Services. Prior to any expiration of a Hosting Schedule, Huron will notify Client of such impending expiration and proposed rates and Client will notify Huron within forty-five (45) days of such notification whether Client will renew the Hosting Schedule or let such Hosting Schedule expire. Notwithstanding the foregoing, Hosting Services shall not automatically renew absent written agreement executed by authorized representatives of both Parties. Hosting Services are non-cancelable during any current term except for any termination pursuant to Section 10 Termination.
4. Fees, Payment and Taxes. Client shall pay the fees for the Hosting Services in the amounts specified in the applicable Hosting Schedule. Unless otherwise set forth in an applicable Hosting Schedule, all invoices are due and payable by Client net forty-five (45) days from the date of receipt of Huron's invoice. Amounts remaining outstanding for more than thirty (30) days (past due), will be subject to an interest charge of 1.0% per month from the past due date. Huron reserves the right to suspend Hosting Services if undisputed invoices are not timely paid, in which event Huron will not be liable for any resulting loss, damage or expense in connection with such suspension. The Hosting Services fees do not include taxes and other governmental charges (which will be separately identified in Huron's invoices, if applicable). Client is responsible for and will pay for all applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with the furnishing of Hosting Services, excluding taxes rightfully assessed on Huron's taxable income.
5. Ownership. The Parties do not, directly or by implication, by estoppel or otherwise, grant to each other any rights or licenses under this Agreement, and neither Party shall have any ownership rights in any intellectual or tangible property of the other. By way of example and not limitation, Huron shall retain all rights, title and interest in and to the Software and all intellectual property rights contained therein, and Huron and/or its licensors shall retain all right and title to any and all intellectual and tangible property provided by Huron, including, but not limited to, any software, hardware, equipment, products, tools, devices or materials used in the provision of Hosting Services. Huron shall not obtain any right, title, or interest in the content or data provided by Client or its authorized users for use with the Hosting Services.

6. Confidential Information.

- 6.1 Obligations as to Confidential Information. Either Party may, in connection with this Agreement, disclose (the "Disclosing Party") to the other Party (the "Receiving Party") information considered confidential or proprietary information ("Confidential Information"). Information shall be considered Confidential Information if marked confidential or proprietary, identified as confidential in nature by the Disclosing Party at the time of disclosure, or which by its nature is normally considered confidential or provides the Disclosing Party with a competitive advantage. Confidential Information includes, and is not limited to, the terms and conditions and fees under this Agreement or any Hosting Schedule, or any specifications, benchmark or testing results in connection with the Hosting Services. A Receiving Party shall (i) limit access to and use of a Disclosing Party's Confidential Information to those of the Receiving Party's employees and third party agents that require such access and use in connection with its performance of an obligation under this Agreement and who are bound by confidentiality provisions no less restrictive than those in this Section 6; (ii) not disclose Disclosing Party's Confidential Information to third parties, unless authorized under this Section 6.1; (iii) protect the Disclosing Party's Confidential Information as it protects its own Confidential Information, but in any event with not less than a reasonable degree of care; and (iv) not use the Disclosing Party's Confidential Information for any purpose except as permitted hereunder. Each Receiving Party shall take appropriate action with its employees, or third party agents to satisfy its obligations hereunder.
- 6.2 Exceptions. Nothing in this Section 6 shall prevent a Receiving Party from disclosing Confidential Information to the extent that such Confidential Information is: (i) previously known to the Receiving Party prior to disclosure by the Disclosing Party, without any obligation of confidentiality; (ii) publicly known or becomes publicly known through no breach of this Agreement by the Receiving Party; (iii) rightfully received from a third party under no confidentiality obligation with respect to the Confidential Information; (iv) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (v) disclosed without similar restrictions to a third party by the Disclosing Party; or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits and litigation.
- 6.3 Mandatory Disclosure. If any judicial, legislative or administrative body requests or threatens to compel disclosure of Confidential Information, the Receiving Party shall, unless legally prohibited, promptly notify the Disclosing Party. The Receiving Party will comply with reasonable requests of the Disclosing Party (at Disclosing Party's expense) to assist Disclosing Party in obtaining a protective order and to prevent or minimize the disclosure of any Confidential Information, and Receiving Party may then disclose Confidential Information only if, and to the extent, required by law.
- 6.4 Miscellaneous. Nothing herein shall be construed so as to prevent a Disclosing Party from disclosing to others its own Confidential Information. Either Party may disclose the existence and general nature of this Agreement, but may not, without the prior consent of the other Party, disclose the specific terms of this Agreement. All press releases regarding this Agreement in which the other Party is named shall be subject to the prior written approval of the other Party, however, nothing herein shall prohibit Huron from including Client's non-stylized name in a simple list of clients solely to indicate a client relationship with (not endorsement of) Huron. The use of any logo shall be by express written permission only. Client may withdraw such consent at any time with reasonable notice. The obligations of confidentiality under this Section 6 shall survive the expiration or termination of the Agreement.
- 6.5 At the conclusion of the term of this Agreement, the Receiving Party shall return and/or destroy all Confidential Information received from the Disclosing Party upon, and in accordance with, direction from the Disclosing Party. Except as set forth below, the Receiving Party shall not retain copies of any Confidential Information received from the Disclosing Party once the Disclosing Party has directed the Receiving Party as to how such information shall be returned to the Disclosing Party and/or destroyed. Furthermore, the Receiving Party shall ensure that it disposes of any and all Confidential Information received from the Disclosing Party in an approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices). Notwithstanding the above, the Receiving Party may retain archival copies only to the extent required by law or created in the ordinary course of the Receiving Party's business, provided the Receiving Party shall make no unauthorized use of such copies and retains it subject to the

confidentiality obligations of this Agreement until such time as the information is destroyed in accordance with the Receiving Party's business continuity program

6.6 The foregoing notwithstanding, the Parties acknowledge that Client is subject to the Vermont Public Records Act, 1 V.S.A. §315 et seq. ("PRA"), and may be required to release this Agreement and related documents in response to a PRA request. If such a request is made, Client will (i) protect confidential, proprietary and/or trade secret information to the extent clearly identified by Huron and insofar as permissible under Vermont law; and (ii) notify Huron prior to release of requested information so that Huron may, at its own cost and expense, assert whatever exclusions or exemptions may be available to it pursuant to the PRA.

7. Client Responsibilities.

7.1 Client's Responsibility for Use of the Hosting Services. Client agrees it is solely responsible for and assumes all liability relating to the following:

- (a) All content and data provided to Huron by or through Client for use with the Hosting Services;
- (b) Decisions about, implementing and maintaining Client's computer, communications systems, and security procedures and devices needed to use the Hosting Services;
- (c) All results obtained from using the Hosting Services;
- (d) Compliance with all applicable federal, state or local laws and governmental regulations regarding Client's business or use of the Hosting Services;
- (e) Use of the Hosting Services by Client's authorized users; and
- (f) All software other than the Software and third party software described in a Hosting Schedule.

7.2 Cooperation. Client agrees to provide Huron with all cooperation and information necessary or desirable to implement the Hosting Services for Client.

7.3 Resale. Client shall limit the use of the Hosting Services to Client's purposes and those of its authorized users and shall not engage in the business of reselling Huron's Hosting Services to third parties.

7.4 Software Support. Client must have a valid license and be under continuous Maintenance with Huron for the Software hosted by Huron under this Agreement.

[REDACTED]

8. Warranty and Disclaimer of Warranties.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

10. Termination.

10.1 In the event of a material breach of this Agreement, the non-breaching Party may terminate this Agreement or an applicable Hosting Schedule, if the breaching Party fails to cure such breach within thirty (30) days after written notice by the non-breaching Party.

10.2 Either Party may terminate this Agreement by written notice to the other Party upon (a) the other Party ceasing to carry on its business as currently conducted; (b) the other Party becoming insolvent; (c) any proceeding under the bankruptcy or insolvency laws is brought by or against the other Party which is not dismissed within sixty (60) days; (d) the appointment of a receiver or a similar officer for the other Party or for a substantial part of the other Party's property; or (e) the other Party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

10.3 Huron's Additional Rights to Restrict Hosting Services. Huron reserves the right with or without notice to modify or terminate any or all Hosting Services or restrict Client's use in whole or in part if, in Huron's sole reasonable judgment, use of the Hosting Services by Client or its authorized users (i) presents a material security risk or will interfere materially with the proper continued operation of the Huron data center or related Hosting Services; (ii) violates applicable laws or governmental regulations, including without limitation consumer protection, securities regulation, child pornography, obscenity, data privacy, data transfer and telecommunications laws; (iii) violates or infringes any intellectual property right of Huron or a third party; (iv) violates export control regulations of the United States or other applicable countries; or (v) is subject to an order from a court or governmental entity stating that such use generally or for certain activities must stop.



10.4 Effect of Termination. Upon expiration or termination of this Agreement, all rights granted to Client under this Agreement terminate immediately. Client will relinquish use of the Internet protocol addresses or address blocks assigned to it by Huron in connection with this Agreement. Client remains liable to pay Huron for the Hosting Services received through the date of termination of this Agreement and for any periods during which Client is still receiving all or some portion of the Hosting Services. At Client's request and at Huron's sole expense, Huron shall promptly make available to Client all Client content, data files or other Client property in Huron's possession provided that such a return would not be a violation of any applicable law, order or governmental regulation. In addition, and subject to an executed statement of work between the Parties with mutually agreed upon rates, Huron (i) may provide assistance to transition Hosting Services to a successor hosting site including but not limited to provision of data extracts in industry standard formats, or (ii) at UVM's option, shall provide access to required application and database interfaces to reasonably export UVM data. Sections 4.1, 5, 6, 7.1, 8, 9, 10.4, and 11.4 – 11.10, and any additional Sections which, by their nature should survive, shall survive any expiration or termination of this Agreement.

11. General.

11.1 Export Control. Client shall comply fully with all applicable United States and applicable foreign government export laws and regulations. Client shall not allow access to the Hosting Services to any user if such access would directly or indirectly constitute an export or re-export of any technical information, materials, or direct products thereof, to any destination, or person or entity restricted or prohibited by such export laws and regulations.

11.2 Notices. All notices required under this Agreement shall be given in writing and delivered to the receiving Party at its respective address set forth below by: (i) personal delivery; (ii) certified or registered mail (return receipt requested), or (iii) by a recognized courier service. All such notices shall be effective upon receipt or refused delivery. Any Party may change its address set forth below by written notice to the other Party in accordance with the terms of this Section 11.2.

If to Huron:
Huron Consulting Services LLC
Attention: Managing Director
20270 NW AmberGlen Ct.
Suite 100
Hillsboro, OR 97006

With a copy to:

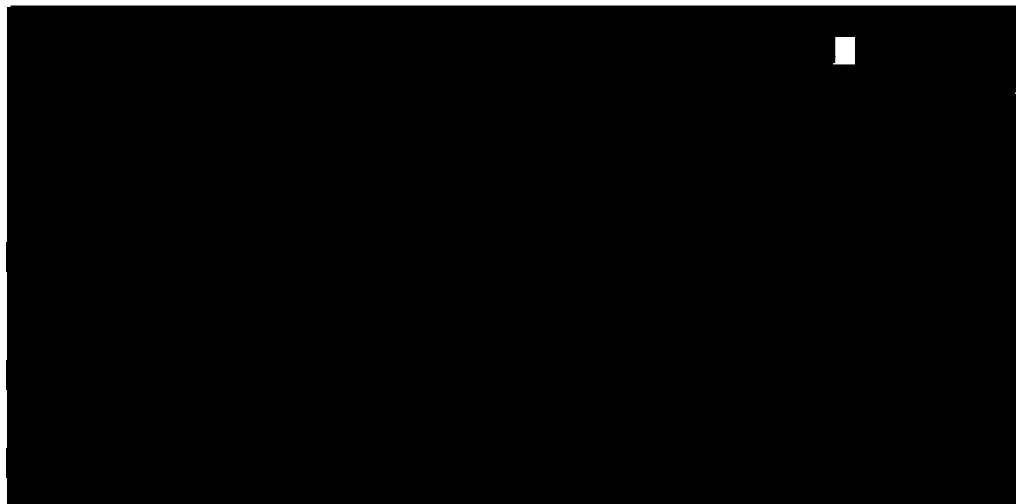
Huron Consulting Group Inc.
Attention: Legal Department
550 West Van Buren Street
Chicago, IL 60607

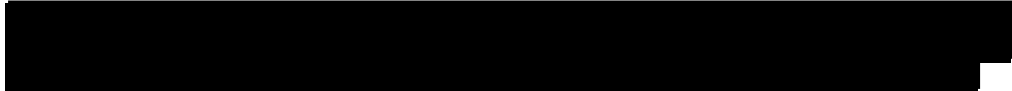
If to Client:
University of Vermont
Attention: Richard Galbraith, Vice President of Research Administration
85 South Prospect Street
320 Waterman Building
Burlington, VT 05405

With a copy to:

University of Vermont
Attention: Office of the General Counsel
85 South Prospect Street
357 Waterman Building
Burlington, VT 05405

- 11.3 Assignment. Except in the event of a sale of all or substantially all of the assets of Huron as a going concern to another entity, or merger or consolidation with or into another entity which shall continue Huron's business substantially unchanged, neither Party shall assign or transfer this Agreement or any of the license or other rights granted by this Agreement, without obtaining the other Party's written approval, such approval not to be unreasonably withheld whether by operation of law or otherwise. Any such authorized assignment or transfer by a Party must nonetheless be accompanied by prompt written notice to the other Party.
- 11.4 Waiver and Severability. No term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the Party granting such waiver or consent. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.
- 11.5 No Third Party Beneficiaries. This Agreement is entered into solely for the respective benefit of the Parties and their permitted successors and assigns, and nothing in this Agreement will be construed as giving any right, remedy or claim under this Agreement to an entity other than the Parties to this Agreement, persons and entities expressly indemnified hereunder and each of their permitted successors and permitted assigns. Notwithstanding the foregoing, Huron acknowledges and agrees that the University of Vermont Medical Center Inc. and its affiliated organizations ("UVMCC") is a third party beneficiary as it pertains to and is set forth in any Hosting Schedule.
- 11.6 Force Majeure. Except for an obligation to make a payment of fees hereunder, neither Party shall be responsible for any delay or failure in performance resulting from occurrences beyond its reasonable control, including acts of God, war, terrorism, riot or other civil disturbance; outages of electrical, telecommunications or computer server hosting services; acts of government; non-cooperation of the other Party where necessary; or labor strikes or lockouts. The affected Party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence, provided that, in order to be excused from delay or failure to perform, such Party shall promptly notify the other Party of the anticipated delay and the steps proposed to be undertaken to mitigate the effects of the delay.
- 11.7 Relationship of the Parties. The relationship of the Parties shall be that of independent contractors. Nothing herein shall be construed to create any agency, partnership, joint venture or similar relationship or to subject the Parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein. Neither Party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other Party, or to bind the other Party in any matter or thing whatsoever.
- 11.8





11.9 Entire Agreement. The Agreement, including its Hosting Schedules, constitute the entire agreement between the Parties, and upon execution and delivery supersedes all prior oral or written agreements or communications, with regard to the subject matter described herein. In no event shall any purchase order, acknowledgment form or similar document issued by either Party serve to modify or supplement, directly or indirectly, any provision of this Agreement, even if accepted or countersigned by the other Party for administrative convenience only. The Parties acknowledge that they have executed a separate license agreement and may have executed a services agreement whose terms are not affected by this Agreement. This Agreement, including its Hosting Schedules may not be modified, except by a written amendment signed by an officer or a duly authorized representative of each Party and expressly referring to this Agreement.

11.10 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Vermont, but without giving effect to any choice of law or other principles which might otherwise make the laws of a different jurisdiction govern or apply.

11.11 Insurance. Huron shall obtain and maintain and *provide evidence of* insurance in an amount sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this Agreement, including the following minimum insurance standards:

Professional Liability Insurance: in an amount not less than \$1,000,000 per claim.

Commercial General Liability Insurance: including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$1,000,000 annual aggregate.

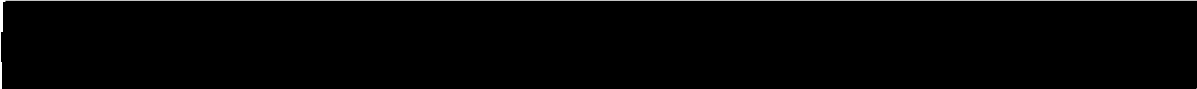
Automobile Liability Insurance: If Huron will drive on UVM premises and use the vehicle to conduct the business that is the subject of this Agreement, in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage.

Standard Worker's Compensation: as required by Vermont state statute and employers liability insurance in an amount not less than \$100,000 per accident, \$500,000 annual aggregate.

If the current Certificate of Insurance (COI) *expires* prior to the dates of performance under this Agreement, Huron shall furnish an updated COI (evidencing coverage during the dates of performance) no later than 10 days prior to the start of performance.

In no event may Huron provide services prior to the effective date of the required insurance. Delay in or failure to obtain a COI shall not constitute a waiver of these requirements nor relieve Huron from any liability or indemnification obligations. Huron's policy or policies shall be considered primary insurance and exclusive of any insurance carried by UVM.

Huron shall name UVM as additional insured on its liability policies (other than Workers Compensation) and *should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.* Any liability coverages on a "claims made" basis should be designated as such on the Certificate.



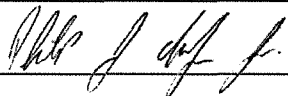
Initials of Parties:

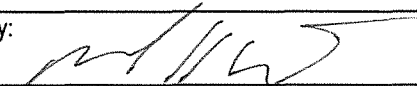
UVM
HURON

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

HURON CONSULTING SERVICES LLC

THE UNIVERSITY OF VERMONT AND STATE
AGRICULTURAL COLLEGE

| | |
|-------------|---|
| Signed By: |  |
| Print Name: | Philip J. Infurna Jr. |
| Title: | Managing Director |
| Date: | January 29th, 2018 |

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|-------------|--|
| Signed By: |  |
| Print Name: | Michaela H. Case |
| Title: | LPE |
| Date: | 1/31/18 |