



**HOSTING SCHEDULE  
TO  
HOSTING SERVICES AGREEMENT**

This is a hosting services schedule ("Hosting Schedule") to the Hosting Services Agreement dated January 29th, 2018 ("Agreement") 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").

This Hosting Schedule is entered into between Huron and Client on January 29th 2018 (the "Hosting Schedule Effective Date"). This Hosting Schedule is an integral part of the Agreement and is incorporated into the Agreement by this reference. In the event of a conflict between any of the terms of the Agreement and the terms of this Hosting Schedule, the terms of this Hosting Schedule shall prevail with respect to the Hosting Services that is the subject of this Hosting Schedule. Changes to this Hosting Schedule shall only be made by a written amendment or other writing executed by an authorized representative of each Party.

Huron and Client may individually be referred to as a "Party" or together as the "Parties". Capitalized terms used but not otherwise defined in this Hosting Schedule shall have the meanings ascribed to them in the Agreement.

In consideration of the mutual promises set forth in this Hosting Schedule, the Parties agree as follows:

1. Software and Hosting Services Fees.

For purposes of this Hosting Schedule, Software shall mean the Software to be hosted under this Hosting Schedule as listed below. The Software Environment (as defined in Exhibit A, Section 1(a) below), and the relevant fees and invoice schedules for the Hosting Services are also listed in the table below.

SOFTWARE	PERIOD	SOFTWARE ENVIRONMENT	HOSTING SERVICES FEES & INITIAL TERM INVOICE SCHEDULES
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

\* Huron will make Production Environment available upon Client request.

The Software must be under continuous Maintenance with Huron to be eligible for Hosting Services under this Hosting Schedule.

2. Hosting Services.

The Hosting Services to be provided under this Hosting Schedule are set forth in Exhibit A – Hosting Services, attached hereto and incorporated by this reference.

The Service Level Agreement for the Hosting Services is set forth in Exhibit B - Service Level Agreement, attached hereto and incorporated by this reference.

3. Initial Term and Payment.

The set up fee(s) in Section 1 above shall be invoiced upon the Hosting Schedule Effective Date. The initial term for the Hosting Services shall be for a period of five (5) years and shall commence on the Hosting Schedule Effective Date.

The Hosting Services may be renewed or terminated by the Parties in accordance with Section 3 of the Agreement.

In the event Client has multiple Hosting Schedules with different Hosting Services terms, Huron may, at its option, realign the Hosting Services terms so they run concurrently, and pro-rate Client's fees in order to accomplish such alignment of the Hosting Services terms.

In the event Client requests any changes to the Hosting Services, the parties will negotiate in good faith any corresponding modifications to the Hosting Services fees. Examples of such Client requested changes include, and are not limited to any of the following:

- Additional storage required by Client
- Additional Software or third party software required or requested by Client
- Additional Client requirements
- Special connectivity required by Client (such as dedicated VPN)



4. Notwithstanding Section 11.5 of the Agreement, Huron acknowledges and agrees that the University of Vermont Medical Center Inc. and its affiliated organizations ("UVMCC") is a third party beneficiary with respect to this Hosting Schedule.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Hosting Schedule and agree to its incorporation into the Agreement.

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

Signed By:	
Print Name:	Richard H. Cate
Title:	VPP
Date:	1/31/18

## EXHIBIT A

### HOSTING SERVICES

1. Hosting Services. Subject to the terms and conditions of the Agreement and this Hosting Schedule and payment of all applicable Hosting Services fees, Huron will provide the following Hosting Services to Client:

- (a) Software Environment – licensed instances of the Software and appropriate versions of Microsoft software for the following applicable environments:
  - i. Production Environment – licensed instances of the Software and appropriate versions of Microsoft Windows Server® and Microsoft SQL Server® to operationally run the Software.
  - ii. Development Environment – licensed instances of the Software, Microsoft Visual Studio Team Foundation Server Express (up to 5 users) and appropriate versions of Microsoft Windows Server®, and Microsoft SQL Server® to support configuration and maintenance of the Software.
  - iii. Testing Environment - licensed instances of the Software and appropriate versions of Microsoft Windows Server®, and Microsoft SQL Server® to operationally run the Software.
- (b) Appropriate hardware environment(s) as required for the applicable Software Environment, including location in a secure data center, redundant and diverse power feeds and internet connections, appropriate monitors, and backup process as described in the Click Hosting Standard Operating Procedures (“Click HSOP”) document at:  
  
<https://click.huronsoftware.com/cc/Rooms/DisplayPages/LayoutInitial?PageID=HostingServices>
- (c) Internet Connectivity - Huron will provide for Internet connectivity as described in the Click HSOP document. Client’s authorized users will need to make their own arrangements for Internet access in order to access the Software. Additional network services such as establishing VPN connections or integration with Client single sign-on are not provided under this Hosting Schedule.
- (d) Security – Huron will provide physical, network, and application security as specified in the Click HSOP document.
- (e) Administration – Huron will provide operation, administration, and maintenance of the Software Environment as specified in the Click HSOP document.
- (f) Change and Release Management – Huron will provide and manage change and release management for the Software as specified in the Click HSOP document.
- (g) Backup and Recovery Services – Huron will provide backup and recovery services for the Software Environment as specified in the Click HSOP document.
- (h) Operational Monitoring. Huron will monitor the Software Environment to reasonably detect security breaches, slow services or outages as specified in the Click HSOP document.

2. Excluded Services

Unless otherwise included in any Statement of Work, the following are examples of services that are not included with Hosting Services.

- (a) Certificate acquisition and management
- (b) Integration services required to work within the Client network and security policies
- (c) Single sign-on integration within the Client network



Additional services may be arranged with Huron Professional Services according to the following Rate Sheet, applicable for the five (5) year duration of this Hosting Schedule:

Level/Role	Huron Hourly Rate
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

- 3. Excluded Software. Software installed other than the software in the Software Environment or the Software listed in this Hosting Schedule are not included or supported by Huron under these Hosting Services.
- 4. Named Support Personnel. Client will designate a primary contact and an alternate contact that are authorized to contact Huron regarding Hosting Services and are authorized to direct Huron to apply changes to the Software. Huron will make changes to Software only on request from the primary or alternate support contacts that have been designated in writing by Client to Huron (and as may be updated, from time to time, by written notification from Client).
- 5. Additional Huron Responsibilities. To the extent any conflict exists between the provisions of this Section 5 and the Click HSOP document, this Section 5 shall take precedence:

(a) Data Storage and Security. Huron agrees that it will protect (including maintenance and use of security measures) all Client content and data according to commercially acceptable standards and no less rigorously than it protects its own data and information. Such protection (i) must meet requirements imposed by laws or regulations applicable to the storage, uses and transmission of such shared data (including but not limited to the EU General Data Protection Regulation ("GDPR") as amended from time to time. Huron anticipates being GDPR compliant by May 25, 2018), and (ii) will be extended by contract to all subcontractors and third-party vendors who will be provided, or have access to, Client content and data that is the subject of this Agreement. All Client content and data shall be stored at a location in the United States unless otherwise agreed by the Parties. Huron shall maintain an updated disaster recovery plan, including daily backups of production data and application code. Backups will be transferred to secure offsite location(s) and incorporate use of encrypted offline media.

[REDACTED]

[REDACTED]

[REDACTED]



- (e) Breach Notifications. Huron agrees that if any use not authorized by this Agreement or in writing by Client; or any breach or compromise of the security, confidentiality or integrity of such Client content and data received from Client, or developed or gathered under the Agreement, is reasonably believed to have occurred, Huron shall, in writing, notify Client of the security incident. Huron shall make the report to Client not more than three (3) business days after Huron learns of such use or disclosure. Huron's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure; (ii) the Client content and data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Huron has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action Huron has taken or shall take to prevent future similar unauthorized use or disclosure.

Huron shall provide such other information, including written reports, as reasonably requested by Client. Huron shall immediately thereafter confer with Client regarding the incident and, at Huron's sole expense and as reasonably requested by Client pursuant to Client's policy or as otherwise required by law, (1) comply with all notification action requirements, or (2) assist Client with all notification action requirements.

Huron agrees to indemnify and hold Client harmless for any loss, cost, damage or expense suffered by Client, to the extent arising from such breach by Huron, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of Client content or data.

EXHIBIT B

SERVICE LEVEL AGREEMENT

This Service Level Agreement is not a guarantee or warranty of availability under the Hosting Services provided by Huron, but is a means of determining service credits in the event Huron does not meet the availability specifications set forth below.

1. Huron will use commercially reasonable efforts to provide Client and its authorized users the Hosting Services described in Exhibit A on a twenty-four (24) hours a day, seven (7) days a week basis, except during any Scheduled Maintenance period. See the Click HSOP for definitions of Scheduled Maintenance, Unscheduled Maintenance and Emergency Maintenance periods.

2. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Application Service Availability is not reduced by time that the Software is not available if such unavailability is due to or exacerbated by any of the following: (i) Client caused outages or disruptions; (ii) outages caused by software or hardware not provided and controlled by Huron (including third party software or sites that are accessed or linked through the site); (iii) outages caused by disruptions attributable in whole or in part to Force Majeure; (iv) any infringement by Client of any third party's proprietary rights; or (v) Client's failure to use commercially reasonable efforts to avoid a shut down due to a significant threat to the normal operation of the Hosting Services, Huron's data center, or access to or integrity of Client data. The above factors shall collectively be referred to herein as "Other Outages".

3. Service Credit. In the event that during the term of Hosting Services, Huron fails to achieve the Target Application Availability Level for a calendar month, Client shall be entitled to a service credit. The service credit shall be a partial credit of the quarterly fee paid for each affected instance of the production Software as set forth in this Hosting Schedule. For the avoidance of doubt, the service credit will be calculated only against the fees attributable to the particular instance of the production Software that failed to achieve the Target Application Availability Level and not against any other Software, nor against other fees.



In the event Client experiences less than the Target Application Availability Level for any given day, and Huron determines in its reasonable judgment that such availability was caused by Huron's failure to provide the Hosting Services and not due to Other Outages, Huron shall credit Client's account the pro-rata fees for one (1) day of Hosting Services for each day the Hosting Services did not meet the Target Application Availability Level. The service credit

shall, in no event, exceed the Hosting Services fee attributable to the applicable one-month period. The service credit will be issued in the form of a credit memo for use against Hosting Services fees payable in the future for Hosting Services. As a condition precedent to Client obtaining a service credit, Client must request, in writing, the service credit attributable to a particular month within thirty (30) days following the last day of such month. Service credits shall be deemed to be a form of liquidated damages, and Client acknowledges and agrees that such do not operate by way of penalty and constitute a genuine attempt to pre-estimate loss.

4. Termination for Chronic Problems. Client shall have the right to terminate the Hosting Services under the following circumstances: (i) in the event that Huron fails to achieve the Target Application Availability Level for three (3) consecutive calendar months. To terminate under this Section, Client must provide Huron with written notice of termination no later than thirty (30) days after a three-month consecutive failure occurs. Such termination will be effective thirty (30) days following Huron's receipt of such written notice; or (ii) in the event a single outage continues beyond 72 hours, so long as Client provides written notice of termination within thirty (30) days after the 72-hour outage. Such termination will be effective thirty (30) days following Huron's receipt of such written notice.

Should Client terminate pursuant to this Section 4, Huron shall provide reasonable assistance to transition Hosting Services to a successor hosting site, as further described in Section 10.4 of the Hosting Services Agreement.

5. Notwithstanding any other term of any part of the Agreement, any service credit provided under this Hosting Schedule and any termination in accordance with Section 4 above represents Client's full and exclusive rights and remedies, and Huron's sole obligation and liability, with respect to Huron's non-conformance with this Service Level Agreement.