HURON

Statement of Work

Between

HURON CONSULTING SERVICES LLC

And

UNIVERSITY OF VERMONT

HURON AGREEMENTS SOFTWARE IMPLEMENTATION PROJECT

1/7/2019

HURON

STATEMENT OF WORK
BETWEEN
UNIVERSITY OF VERMONT ("UVM")
AND
HURON CONSULTING SERVICES LLC

This Statement of Work ("SOW") is an attachment to the Master Services Agreement (the "Agreement") dated March 6, 2017 between the University of Vermont ("UVM", "Client", "you" or "your") and Huron Consulting Services LLC ("Huron", "we", "us" or "our"").

Subject to the terms of the Agreement, Huron shall provide to Client the following services pursuant to this SOW:

Objectives and Scope

We understand the engagement objectives and scope is to provide services in conjunction with the implementation of the Click solution for Agreements ("Agreements").

The University of Vermont (UVM) is interested in modernizing their electronic research administration (eRA) systems to improve the research experience and efficiency of processes surrounding the lifecycle of Agreements. Specifically, the implementation of Huron Agreements supporting these business functions will address the following strategic and operational business needs:
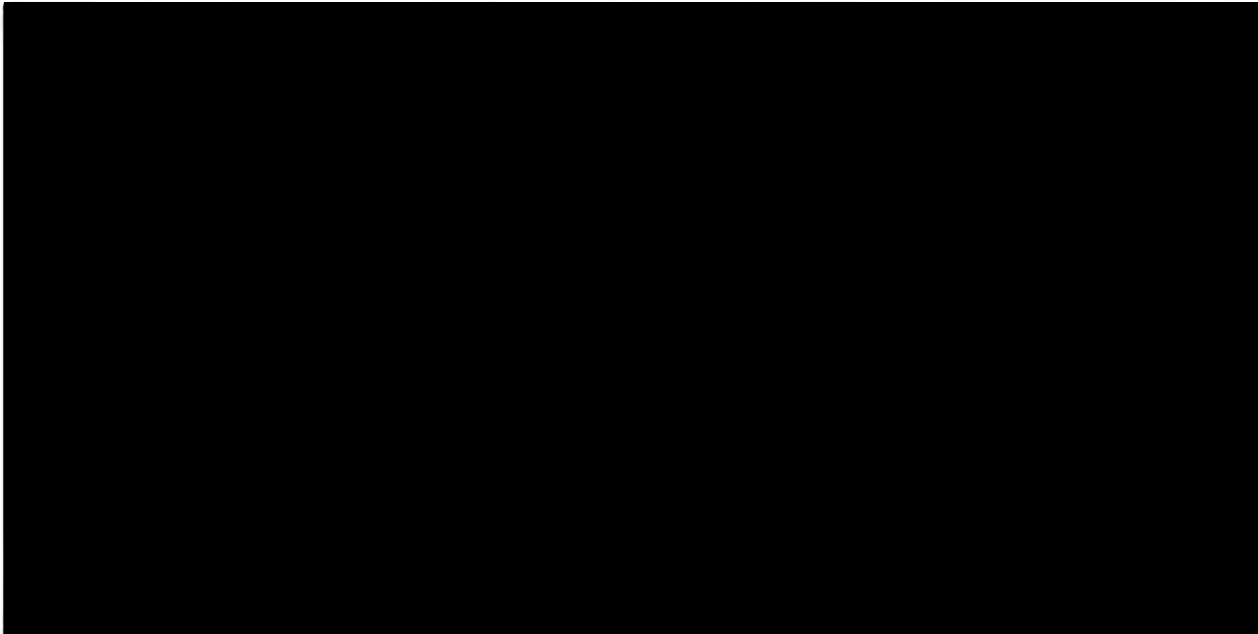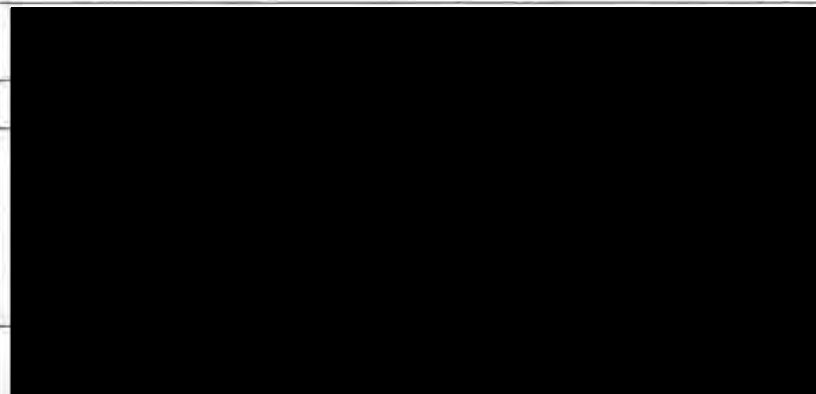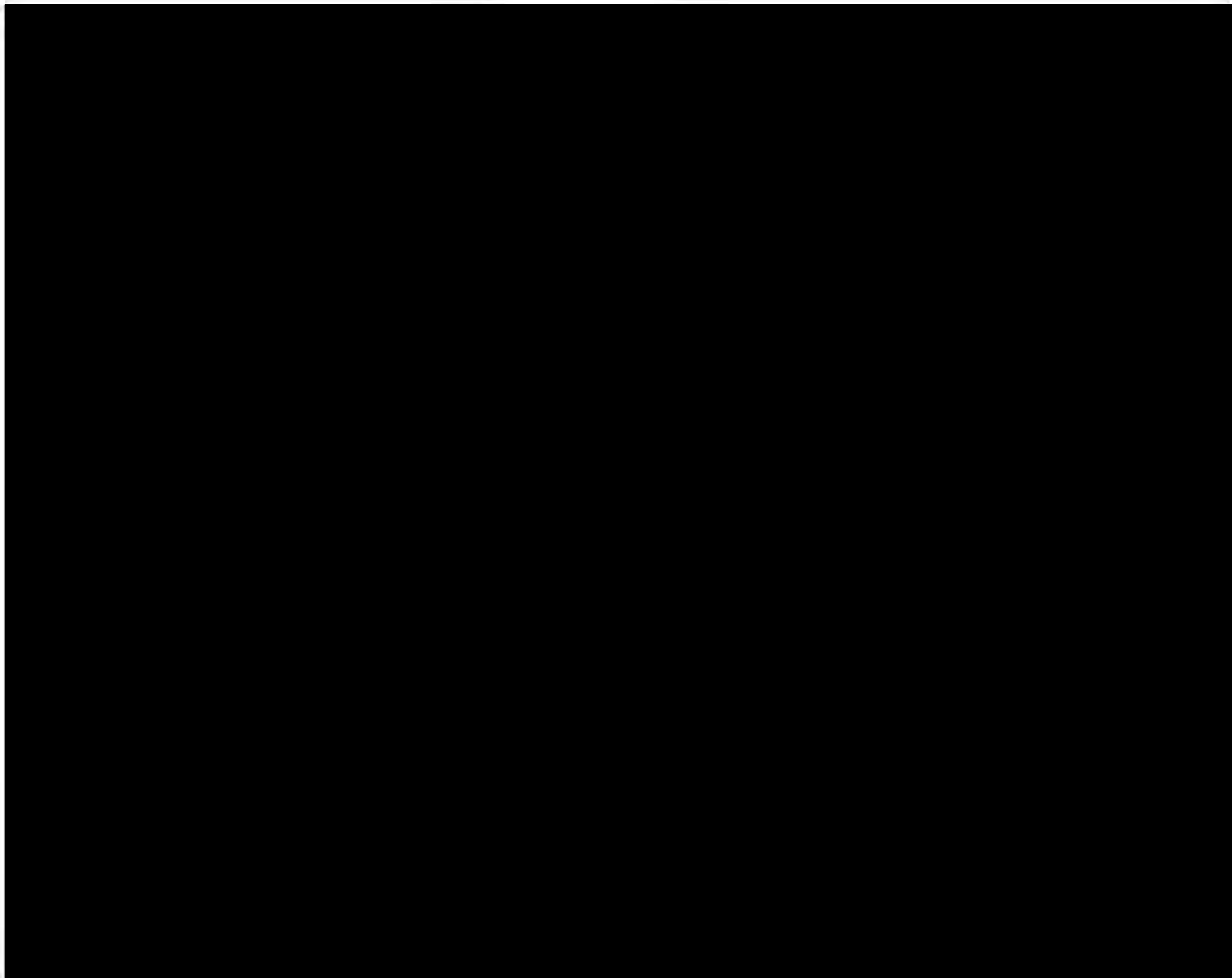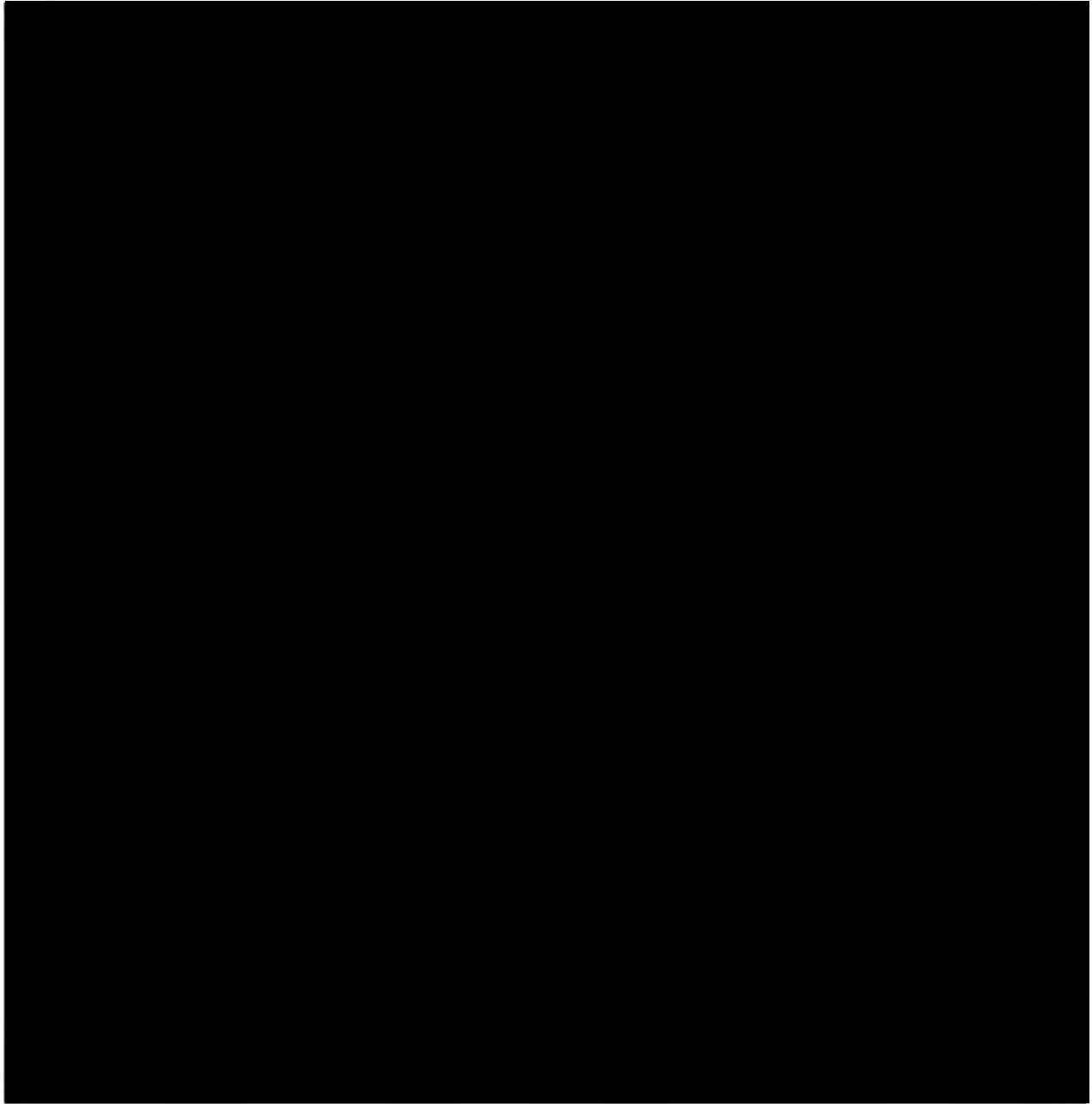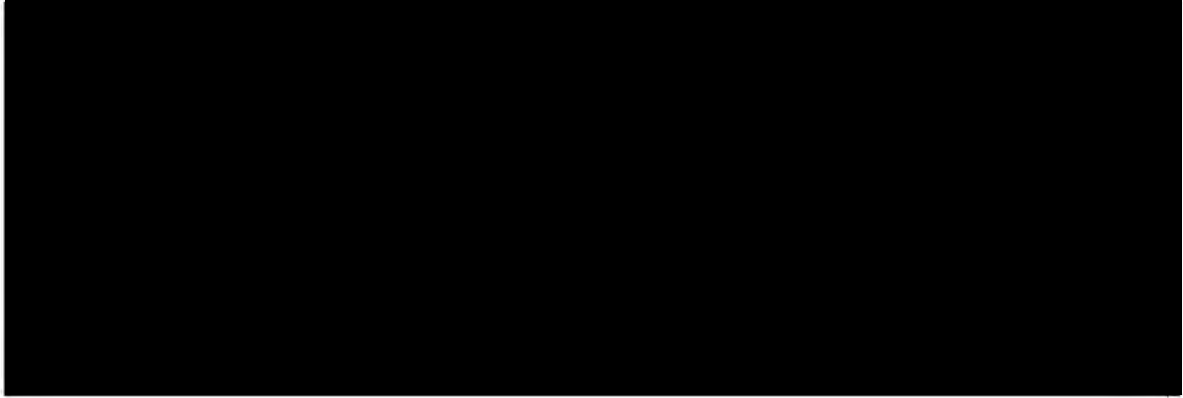
Project – Agreements Implementation

Huron and UVM will partner together to complete the major scope items described in the table below.
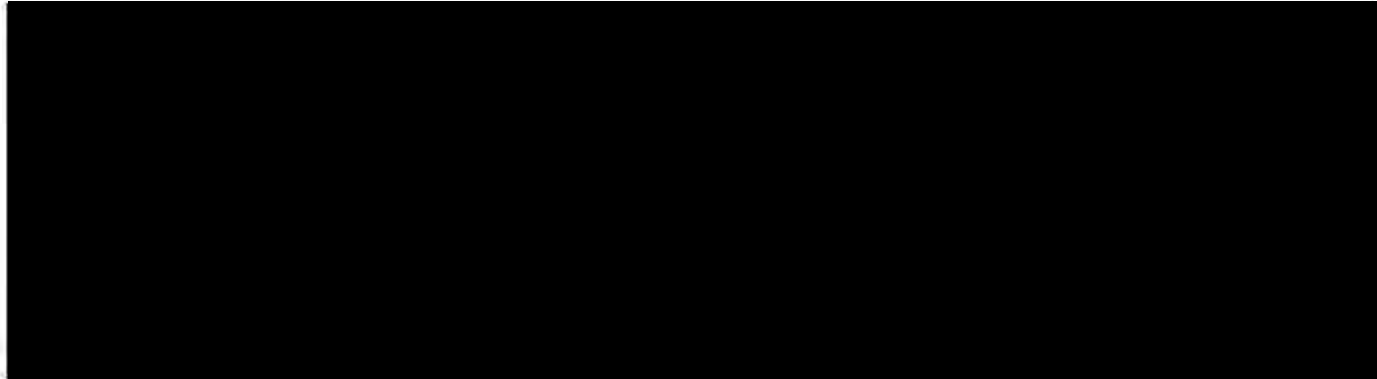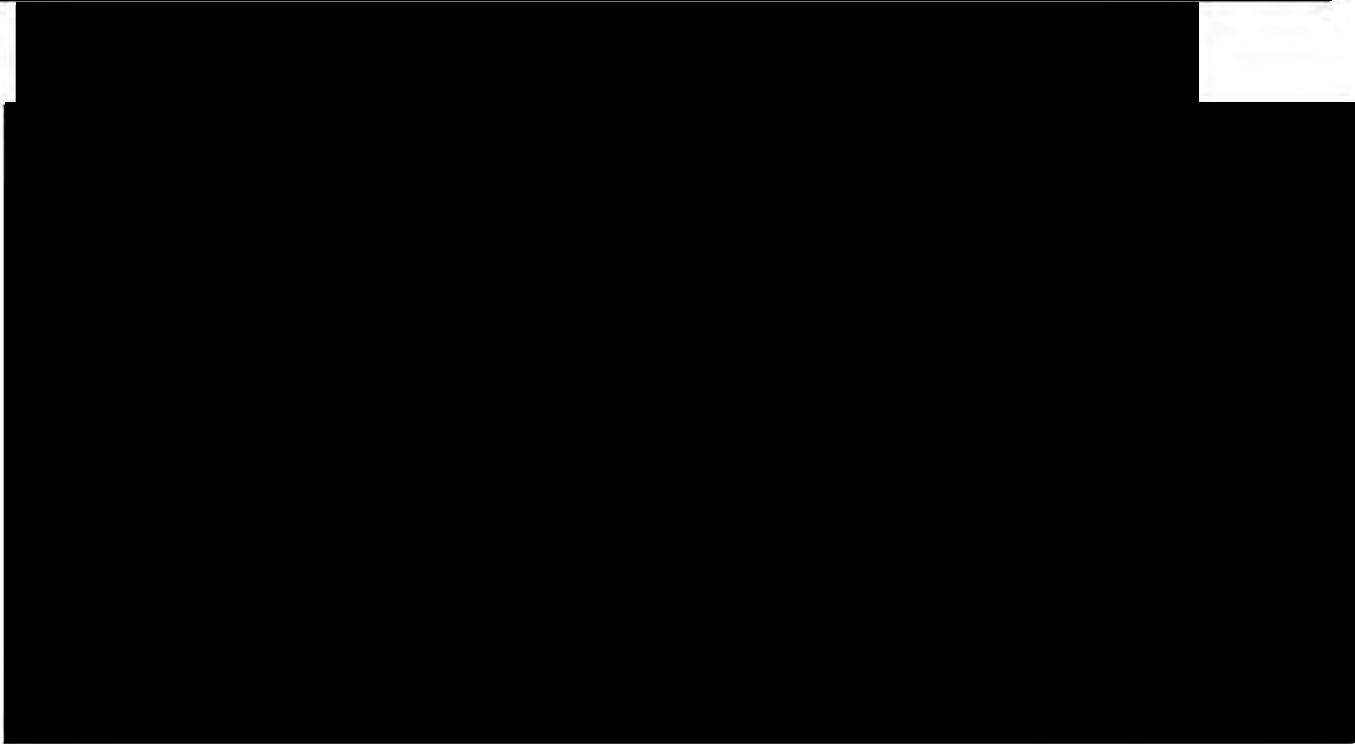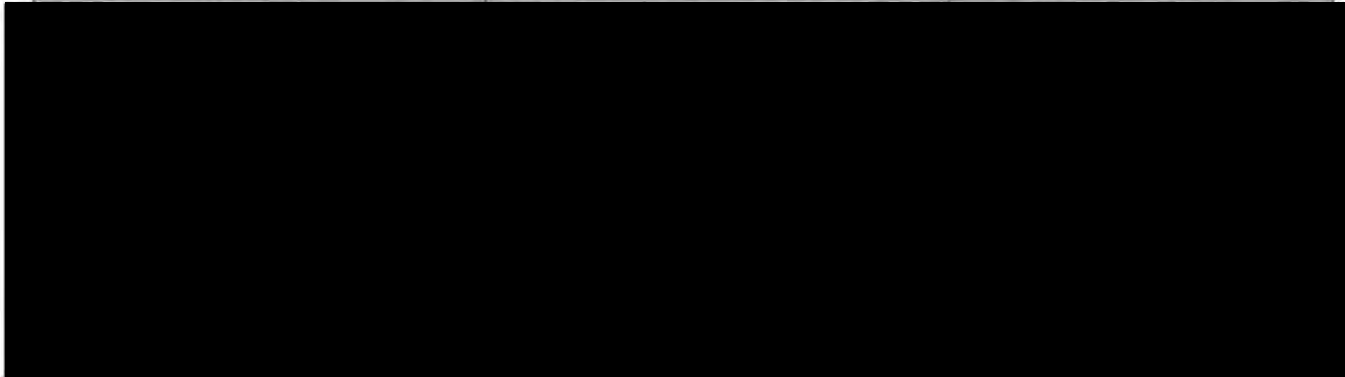
Major Scope Items	Upon Completion

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Key Tasks	Client Deliverables	Huron Deliverables

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Assumptions

Our services are based on the following assumptions, representations and/or information supplied by you:

- UVM will limit customizations to the Huron products. Our assumption is that UVM will be positioned to adapt Huron recommended best practices for use of the Huron modules. This will limit the need for customizations keeping the initial implementation costs down and ongoing cost of ownership down with the ability to take future upgrades without significant resource burdens.
- UVM resources will be responsible for change management and communications to end users.
- UVM will be responsible in providing metrics of current state processes to validate that objectives of project have been met.
- Data conversion into Huron Agreements is excluded from scope.
- Training on DocuSign functionality, features or tools is excluded.
- UVM is responsible for all costs related to DocuSign including licensing or subscription costs, DocuSign training and any additional professional services required by DocuSign.

Project Timeline/Implementation Fees:

Fee Category		Estimated Start and End Dates	Billing Schedule

**Travel expenses will be reimbursed only as accompanied by itemized receipts and in accordance with UVM policy found at http://www.uvm.edu/policies/travel/travel.pdf

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Invoice Holdbacks

██
██
████████████████████████ Travel expenses and technology
fees, if any, are excluded from this Invoice Hold Back Amount.

Upon completion of an applicable Approval Period, the Invoice Hold Back Amount shall be due and payable to us unless Client notifies us in writing on or before the end of such Approval Period that the Services provided by us (which are the subject of such Invoice Hold Back Amount) are not in conformance with this SOW. Client's notice will specify and detail the non-conformance and we will have a reasonable amount of time, based on its severity and complexity, to correct such non-conformance. Upon correction of such non-conformance by us, the applicable Invoice Hold Back Amount is due and payable to us.

For the avoidance of doubt, when the first Approval Period expires, the next Approval Period will commence on the same day regardless of whether Client agrees to pay the Hold Back Amount for the previous Approval Period or not. This rolling Approval Period shall continue as described above until completion of the Services under this SOW.

Project Holdbacks

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In connection with our provision of services, the timely success of the project hinges on your ability to perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified in the Agreement and as set forth below.

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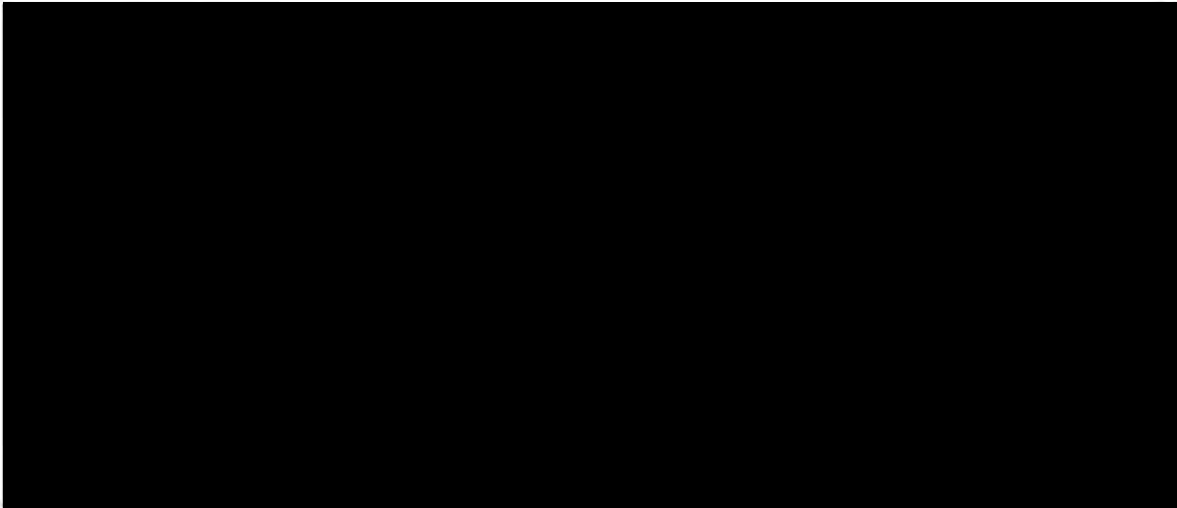
The successful delivery of our services, as well as the fees that we charge, are dependent on (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of the assumptions set forth above, and (iii) timely decisions and approvals by your management. You will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

Our Services and Staffing

Our services will consist of partnering with you to implement Huron's Click solution for Agreements at University of Vermont.

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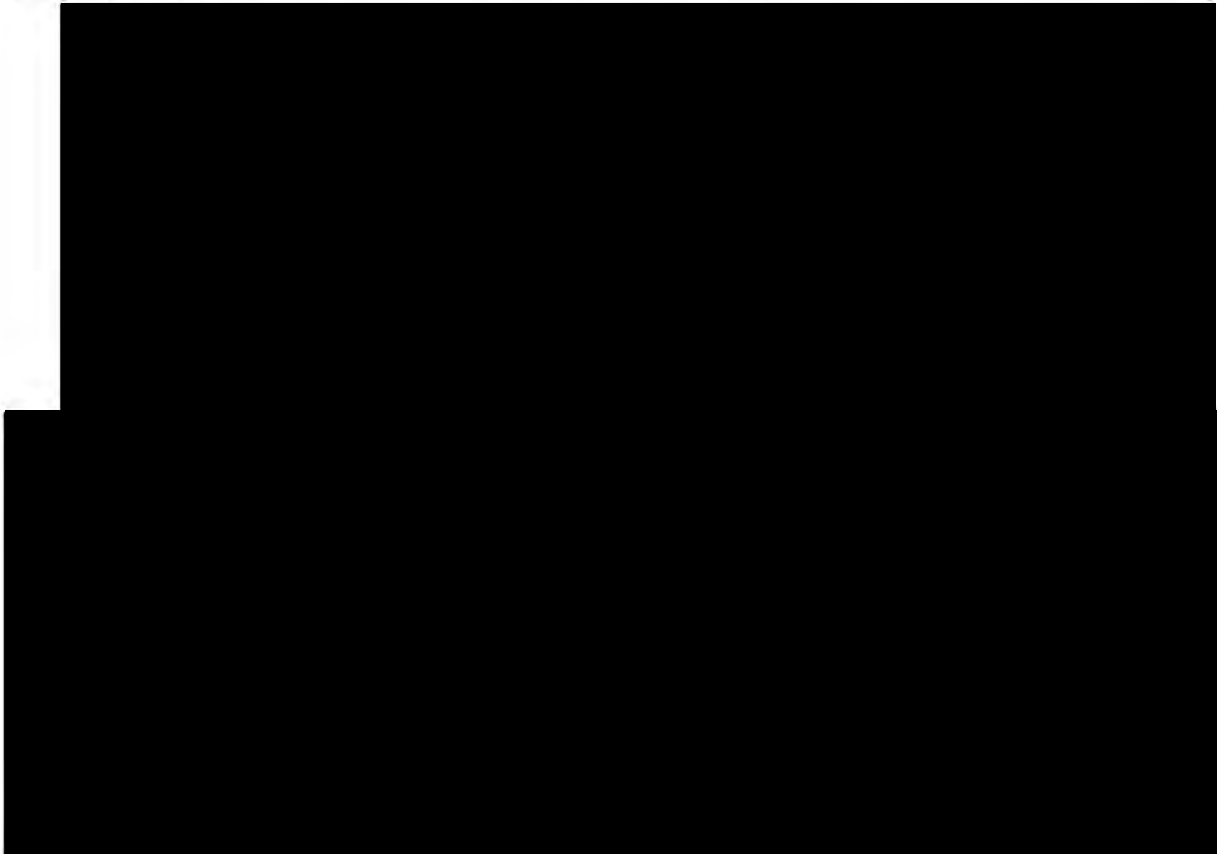
While we will attempt to comply with your requests for specific individuals, we retain the right to assign and reassign our personnel, as appropriate, to perform the services.

Fees and Expenses

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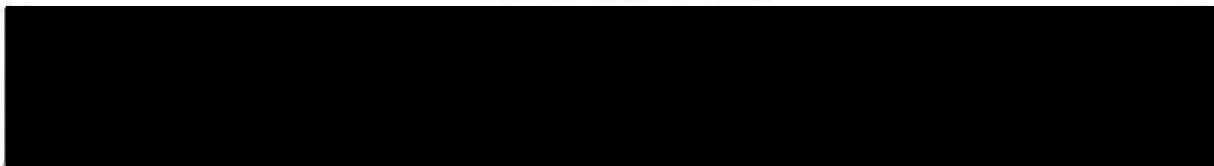
Statement of Work Cost Summary					
████████		████		████	
████	████			████	

Level/Role	Rates per Hour
████████	████
████████	████
████████	████
████████	████

Payment Terms

Huron will submit itemized invoices, with a breakdown of time and materials and travel costs, to UVM on a monthly basis for the services provided and with any other pre-approved reimbursable expenses of $5,000 or more accrued during the prior month, with payment terms of net forty-five (45) days from the date of receipt of invoice.

██ We reserve the right to suspend services if invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension. We understand that our bills should be sent electronically to:

Lynn Tracy, Project Manager
Lynn.Tracy@uvm.edu

HURON

With a Copy to:
Brian Prindle
Executive Director, Research Support and Integrity
Brian.prindle@uvm.edu

Business Terms

The terms and conditions of the Agreement apply to this SOW. Please indicate your agreement to this SOW by signing and returning this SOW

We appreciate the opportunity to be of service to you and look forward to working with you on this project. You can be assured that it will receive our close attention.

ACKNOWLEDGED AND ACCEPTED:

HURON CONSULTING SERVICES LLC   **UNIVERSITY OF VERMONT**

Signed By:		Signed By:	
Print Name:	Tony Haber	Print Name:	Richard H. Cate
Title:	Managing Director	Title:	VPF
Date:	2/7/2019	Date:	2/22/19

Amendment # 1 to

LICENSE SCHEDULE
TO
MASTER SOFTWARE LICENSE AGREEMENT

This is Amendment #1 to the license schedule ("License Schedule") of the Master Software License Agreement dated January 29, 2018 ("Agreement") between Huron Consulting Services LLC, a Delaware limited liability company with an office located at 550 West Van Buren Street, Chicago, IL 60607 ("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", "Licensee").

This Amendment is entered into between Huron and Licensee on January 29, 2019 (the "License Schedule Effective Date"). This License 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 License Schedule, the terms of this License Schedule shall prevail with respect to the Software and/or Maintenance that is the subject of this License Schedule. Changes to this License Schedule shall only be made by a written amendment or other writing executed by an authorized representative of each Party.

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

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

1.   The Software licensed to Licensee under the Agreement and this License Schedule is amended by adding the Click® Agreements Software as set forth below:

     Click® Portal Software
     Click® Agreements

2.   Scope of Software License:

     Commencing upon the License Schedule Effective Date, provided Licensee pays the Click® Agreements Software license fee set forth below, Licensee shall have a non-exclusive, non-transferable, perpetual license to the Software for the purpose(s) set forth below, subject to the terms of the Agreement and this License Schedule.

     Licensee may make additional copies of the Click® Agreements Software for development and test purposes only, provided that (i) all copyright and other proprietary notices are reproduced on each copy; and (ii) such copies are not used for production purposes. Licensee may make a reasonable number of copies of the Documentation for Licensee's internal use. Licensee shall not remove, obscure or alter any copyright notices, trademarks or other proprietary rights notices affixed to or contained within the Software or Documentation.

          Use of Click® Agreements Software:

          Agreements for up to one (1) Agreement Management Office(s). "New Agreement Submissions" is defined as the routing of a single legal contract, agreement, or amendment or renewal thereof for which any number of supporting documents may be included. "Agreement Management Office" is defined as an organizational unit within Licensee's institution that will manage a single office in-box to which agreements will be submitted and assigned from. Licensee may only use the Software within Licensee's institution and such rights do not extend to affiliated institutions

3.   Fees:

     The Click® Agreements Software license fee shall be invoiced on the License Schedule Effective Date and payable as set forth in the Agreement. The Click® Agreements Software license fee is ▮▮▮▮▮▮▮

The first year's Maintenance fee is included in the Click® Agreements Software license fee. The initial Maintenance term commences upon the License Schedule Effective Date and Maintenance shall automatically renew for consecutive periods of twelve (12) months each. The Maintenance fee for the Software for year 2 will be ▮▮▮▮▮ The Maintenance fee for the Software for year 3 will be ▮▮▮▮ Huron agrees that Maintenance renewal fees for years 4 and 5 (if entered into by Licensee), will not exceed the Maintenance fee paid by Licensee for the immediately preceding term by more than ▮▮▮▮▮▮▮ provided, however, Licensee remains on continuous Maintenance.

Licensee will be invoiced for such Maintenance renewal terms unless Licensee provides Huron with written notice of its intention not to renew Maintenance for the Software at least thirty (30) days prior to the expiration of the existing Maintenance term. In the event there is more than one Software license in effect under separate License Schedules with different Maintenance terms, Huron may, at its option, realign the Maintenance terms so they run concurrently, and pro-rate Licensee's Maintenance fees in order to accomplish such alignment of the Maintenance terms.
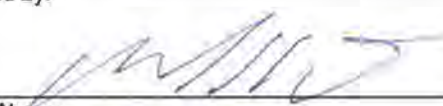
4. Notwithstanding Section 12.6 of the Agreement, Huron acknowledges and agrees that UVMMC is a third-party beneficiary with respect to this License Schedule.

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

HURON CONSULTING SERVICES LLC

Signed By:	*DocuSigned by:* [signature] 562600B75B934B7...
Print Name:	Tony Haber
Title:	Managing Director
Date:	2/7/2019

THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE

Signed By:	[signature]
Print Name:	RICHARD CATE
Title:	VP FINANCE & TREASURER
Date:	2/22/19

HURON

HOSTING SCHEDULE #2
TO
HOSTING SERVICES AGREEMENT

This is a second hosting services schedule ("Hosting Schedule") to the Hosting Services Agreement dated January 29, 2018 ("Agreement") between Huron Consulting Services LLC, a Delaware limited liability company with an office located at 550 West Van Buren Street, Chicago, IL 60607 ("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 29, 2019 (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
AGREEMENTS (ONE OFFICE)		Private Cloud Hosting Bundle - this Software Environment includes Development, Testing and Production Environments	$ 3,000 (one time set up fee) invoiced on the Hosting Schedule Effective Date
AGREEMENTS (ONE OFFICE)	One (1) Year commencing on Hosting Schedule Effective Date	Private Cloud Hosting Bundle - this Software Environment includes Development, Testing and Production Environments*	$ 14,000 invoiced on the Hosting Schedule Effective Date
AGREEMENTS (ONE OFFICE)	Commencing One (1) Year after Hosting Effective Date for a period of One (1) Year	Private Cloud Hosting Bundle - this Software Environment includes Development, Testing and Production Environments*	$ 14,700 invoiced annually in advance
AGREEMENTS (ONE OFFICE)	Commencing Two (2) Years after Hosting Effective Date for a period of One (1) Year	Private Cloud Hosting Bundle - this Software Environment includes Development, Testing and Production Environments*	$15,435 invoiced annually in advance
AGREEMENTS (ONE OFFICE)	Commencing Three (3) Years after Hosting Effective Date for a	Private Cloud Hosting Bundle - this Software Environment includes Development, Testing and Production Environments*	$16,206 invoiced annually in advance

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	period of One (1) Year		

* 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 four (4) 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:
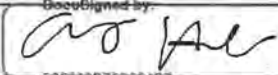
- Additional storage required by Client
- Additional Software or third party software required or requested by Client
- Additional Client requirements
- Special connectivity required by Client (such as dedicated VPN)

4. Notwithstanding Section 11.5 of the Agreement, Huron acknowledges and agrees that the University of Vermont Medical Center Inc. and its affiliated organizations ("UVMMC") 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:		Signed By:	
Print Name:	Tony Haber	Print Name:	VP FINANCE + TREASURER
Title:	Managing Director	Title:	RICHARD CATE
Date:	2/7/2019	Date:	2/2/19

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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

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(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
Managing Director	$275
Senior Director	$275
Director	$270
Manager	$225
Technical Consultant	$180
Associate	$180
Analyst	$175

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.

(b)   Huron shall implement timely updates addressing any security vulnerabilities discovered by Huron, or reported to Huron, or disclosed by other parties. Failure to correct such security vulnerabilities promptly shall be grounds for termination of this Agreement pursuant to Section 10 of the Hosting Services Agreement.

(c)   System Audits. Huron shall utilize a third party vendor for periodic data security audits that conform to the standards set forth in the Statement of Standards for Attestation Engagements, Attestation Standards Section 101 (SOC2 Type 2), or other generally accepted standards to which the Parties mutually   agree and will provide a copy of the most recent SOC2 Type 2 report to Client within 10 days of receipt of a written request, such report shall be subject to the confidentiality obligations under Sections 6.1 through 6.5 of the Hosting Services Agreement or other appropriate nondisclosure terms agreed to in writing by the Parties.

(d)   Data Safeguards. At a minimum, Huron's safeguards for the protection of Client content and data shall include: (i) limiting access of Client content and data to authorized employees/persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices

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and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Client content and data stored on any mobile media; (vii) encrypting Client content and data transmitted over public or wireless networks; (viii) strictly segregating Client content and data from information of Huron or its other clients so that Client content and data are not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Huron's employees.

(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.

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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. Huron will use commercially reasonable efforts to achieve, on a continuous basis, an Application Availability Level of 99.9% on production Software ("Target Application Availability Level"). The Application Availability Level shall be determined as follows:

    "Application Availability Level" means the percent of time in a calendar month of Application Service Availability, calculated by creating a fraction wherein the numerator is the number of minutes (in a given month) of Application Service Availability and the denominator is the total number of minutes in such month, less minutes in the Scheduled Maintenance Period. Expressed as a fraction:

    $$\frac{\text{(number of minutes of Target Application Service Availability in month)}}{\text{(total minutes in month)} - \text{(minutes of Scheduled Maintenance Period for month)}}$$

    "Application Service Availability" means the ability to access the major components of the Software through the Hosting Services, as measured by the time to provide an application login page to the hosted application as determined through an access point on the Huron hosting provider's backbone network. Availability does not apply to the portion of the circuit that does not transit the hosting provider's backbone (as Client's authorized users are responsible for their own Internet access). Application Service Availability is reduced when, subject to provisions below, the application login page fails to be provided within 30 seconds and such, failure to be presented persists for more than fifteen (15) consecutive minutes.

    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 or 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

HURON

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.