

COMMONWEALTH OF VIRGINIA

CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM

AGENCY NAME: OLD DOMINION UNIVERSITY

CONTRACTOR NAME: TOUCHNET INFORMATION SYSTEMS INC.

DATE: September 12, 2008

The University and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor, TouchNet Information Systems, Inc. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) // individual proprietorship // association // partnership / X/corporation // governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the University for all goods, services and other deliverables under this contract shall not exceed \$600,000.00; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to Old Dominion University, Finance Office, Room 226 Rollins Hall, Norfolk, VA 23529. The total cumulative liability of the University, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the University.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the University. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the University, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against the University:

1. Requiring the University to maintain any type of insurance either for the University's benefit or for the contractor's benefit;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
4. Requiring the University to indemnify or to hold harmless the Contractor for any act or omission;
5. Imposing interest charges contrary to that specified by the *Code of Virginia*, § 2.2-4347 through 2.2-4354, Prompt Payment of Bills;
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the University if the contract is terminated before its ordinary period;
8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the University before the contract is considered in effect;

9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the University to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the University;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the University;

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

AGENCY

By _____

Title _____

Date: _____

CONTRACTOR

By  _____

Title President _____

Date 9-24-08 _____

Hosting Services Addendum

This Hosting Services Addendum (the "Hosting Addendum") to the System Purchase & License Agreement ("Agreement") dated May 3, 2000, and all amendments thereto, effective as of the last of the dates shown in the signature block hereto (the "Effective Date") is made between TouchNet Information Systems, Inc. ("TouchNet") and **Old Dominion University** ("Client"), as those terms are defined in the Agreement.

Pursuant to the terms of the Agreement, and all amendments thereto, Client has agreed to license from TouchNet the Licensed Software described therein. Rather than have the Licensed Software reside upon equipment owned or controlled by Client, the parties have elected to have the Licensed Software hosted on TouchNet equipment.

Client and TouchNet desire to set out the terms and conditions governing the said hosting of the Licensed Software by TouchNet on behalf of Client.

NOW, THEREFORE, the parties, intending legally to be bound, agree as follows:

1. **Definitions.** Capitalized terms used herein shall have the meanings assigned them in the Agreement, except where specifically defined above or elsewhere in this Hosting Addendum.
2. **Access.** Subject to the terms and conditions of this Hosting Addendum, TouchNet grants to Client, and Client accepts, a non-exclusive, non-transferable right to access the TouchNet Software on TouchNet's servers at the TouchNet DataCenter. TouchNet shall furnish to Client access information, including appropriate IP addresses, log-on procedures, and user identification and password(s), provided that Client has taken all implementation steps as prescribed by TouchNet.
3. **Hosting Service.** TouchNet will manage the Client's Licensed Software through TouchNet's DataCenter. TouchNet, in connection with the hosting of the Licensed Software for Client, shall make available to Client all Licensed Software patches, version releases, and upgrades for Licensed Software both from TouchNet and from Third Party Licensors, provided that Client has a current Software Maintenance and Support Agreement in effect with TouchNet. Access to all such patches, version releases, and upgrades is expressly conditioned upon the presence of such a valid Software Maintenance and Support Agreement between the parties.
4. **Availability Guarantee and Credit Allowance.** TouchNet's objective is to make the Licensed Software available pursuant to this Hosting Service twenty-four hours a day, seven days a week, except for scheduled maintenance. In addition, TouchNet guarantees that Client will be able to access the Licensed Software via the Hosting Service ninety-nine percent (99%) of the time (excluding scheduled maintenance) in any given month ("Availability Guarantee"). Unless Client's access to the Licensed Software via the Hosting Service is rendered unavailable for reasons beyond TouchNet's control, such as Catastrophic Events, and

Client's access to the Licensed Software via the Hosting Services, during any month, falls below the Availability Guarantee, then TouchNet will grant to Client a credit in an amount equal to twenty percent (20%) of the Hosting Fees for the month in which Client's access fell below the Availability Guarantee. Scheduled maintenance shall not be counted in the calculation of any Credit. All Credits (based upon the Availability Guarantee) shall be calculated based on the total hours in a particular month, and all months shall be deemed to be comprised of thirty (30) days. For purposes of calculating Credits, any period of unavailability shall be counted from the time such unavailability occurred until such time that access is restored. TouchNet, to the extent possible, will give Client at least twenty-four (24) hours advance notice of down-time for scheduled maintenance. Except as stated in this Section 4 and Section 11, Catastrophic Events, TouchNet makes no representations or warranties with respect to up-time, availability, or the like.

5. **Scheduled Maintenance.** Client acknowledges and agrees that TouchNet will, from time to time, need to perform routine maintenance or repair, and that during such periods of maintenance or repair, the TouchNet Software may not be available for Client's use. TouchNet's objective is to minimize the duration of any such unavailability and will endeavor to perform routine maintenance outside of Normal Business Hours, normally during the period of 2:00 a.m. to 6:00 a.m. (CST). TouchNet publishes planned maintenance windows and will use best efforts to provide Client fourteen (14) days notice before the pre-scheduled four hour monthly maintenance windows that take place outside of normal business hours. In other rare events, and to the extent possible, TouchNet will provide Client at least twenty-four (24) hours advance notice of down-time for emergency maintenance that could include updates to security systems.
6. **Backup and Retrieval.** TouchNet will perform incremental backups daily and full backups weekly. TouchNet utilizes a secondary site for purposes of disaster recovery. Client systems are replicated to the secondary site. In the event the primary production site becomes inaccessible, TouchNet will commence a recovery utilizing the secondary site within four (4) hours. Full data tapes, magnetic discs and/or other optical media will be stored off-site in a secured vault. Off site storage of back up media shall take place at least weekly.
7. **Term.** The Licensed Software will be hosted by TouchNet, unless sooner terminated as permitted in Section 8 hereof, for a period of five (5) years from and after the Effective Date (the "Initial Hosting Term").
8. **Post Termination.** At the end of the Initial Hosting Term or any Renewal Hosting Term, if there is no renewal, or earlier if applicable due to Section 9, TouchNet will, upon Client's request, send the Licensed Software and the current and historical transaction data electronically to the Client to be loaded in the Client's facility within fourteen (14) business days of TouchNet's receipt of Client's request. TouchNet will work in good faith with Client in order to minimize downtime during the transition period.
9. **Termination of Hosting Service.** This Hosting Addendum may be terminated:

- 9.1. By TouchNet if Client fails to pay any amount due and payable to TouchNet hereunder and the failure continues for a period of sixty (60) days following notice by TouchNet to Client of the failure. In case of termination under this Subsection 9.1 (and assuming the Agreement, and all amendments thereto, is not also terminated), Client shall have available to it only the option set forth in Section 8 above.
 - 9.2. By TouchNet or Client if the other party materially breaches a provision in this Hosting Addendum and such breach is not cured to the satisfaction of the nonbreaching party within a period of thirty (30) days following the giving of written notice of the breach by the other party. Client shall have available to it the option in Section 8 above, assuming the Agreement, and all amendments thereto, is not terminated.
 - 9.3. By TouchNet immediately, with or without notice, if the Agreement, and all amendments thereto, is terminated. If the Agreement, and all amendments thereto, are terminated, the option in Section 8 shall be available to Client.
10. **Hosting Service Fees.** All payments due TouchNet shall be made in accordance with the Commonwealth of Virginia Vendor's Manual which provides for payment to the vendor being due the later of thirty (30) days from the receipt of the goods or services or a valid invoice. With respect to the first year of the hosting term, "thirty (30) days from receipt of the goods or services" shall be defined as thirty (30) days after the TouchNet Software is loaded in the TouchNet DataCenter. For each subsequent year thereafter, "thirty (30) days from receipt of the goods or services" shall be defined as thirty (30) days after the annual anniversary of the Effective Date of the Hosting Addendum. For the first Renewal Hosting Term, if any, the applicable fee for hosting service, less any Credits due Client from the immediately preceding term, shall be due thirty (30) days after the renewal date of the Hosting Addendum. The applicable fees for hosting services furnished hereunder are set forth on Annex A (attached hereto). The fee is based on the total amount of resource utilization and the list price for the Licensed Software.
 11. **Catastrophic Events.** Disruptions in the interconnection with TouchNet servers resulting from "Catastrophic Events" such as wide-ranging failures in the Internet (or its successor global communications network), or in telecommunications services, and similar calamities, are outside TouchNet's control and are not TouchNet's responsibility.
 12. **Taxes.** Client is a tax-exempt entity.
 13. **Indemnification Obligation.** TouchNet shall indemnify and hold harmless Client from and against any and all losses, expenses, damages, liabilities and obligations, including, without limitation, reasonable court costs and attorneys' fees (collectively, "Losses") suffered or incurred by Client to third parties if and only to the extent that (i) such Losses are directly caused by TouchNet's negligence or intentional misconduct, or by TouchNet's material breach of its representations, warranties or covenants in this Hosting Addendum, and (ii) such

Losses arise out of injury or death to persons, or infringement upon or violation of any patent, copyright, trade secret, or similar proprietary right of any third party, or any theft or misappropriation of personal confidential data with respect to Client's customers (other than by Client's owners, agents, employees or others under Client's direction or control).

- 13.1. If at any time a third party makes a claim against Client ("Claim") which could result in liability to TouchNet under this Hosting Addendum, Client promptly (but in no event later than thirty (30) days from the date of such Claim) shall notify TouchNet thereof, stating the basis for the Claim and the amount thereof, if known, and permit TouchNet to assume the defense of the Claim. If TouchNet fails to notify Client of its election to defend the Claim within thirty (30) days after receiving notice of the Claim from Client, TouchNet shall be deemed to have waived its right to defend such Claim.
- 13.2. If TouchNet assumes the defense of a Claim, Client, at its expense, may participate in the defense, but TouchNet shall have the right to direct and control the defense of the Claim, and Client shall cooperate with TouchNet and make available to TouchNet all of Client's books and records reasonably necessary and useful in connection with the defense. Without Client's prior written consent, TouchNet shall not consent to the entry of a judgment or award, or enter into a settlement, which does not include a release of Client of all liability with respect to the Claim. If TouchNet chooses to defend the Claim, Client shall not admit any liability with respect to, or settle, compromise or discharge the Claim, without TouchNet's prior written consent (which shall not be unreasonably withheld, conditioned or delayed). If TouchNet elects not to defend the Claim, Client may defend against the Claim in such manner as it reasonably deems appropriate.
- 13.3. In the event of an infringement claim, TouchNet will procure for Client the right to continue using the infringing TouchNet Software; or to replace or modify the TouchNet Software so as to cure the infringement without materially adversely affecting Client's use of the TouchNet Software; or, if TouchNet determines that the foregoing steps are impractical, to terminate this Hosting Addendum and refund a pro-rata portion of the fees paid by Client.
- 13.4. If (i) Client uses the TouchNet Software as part of an invention of Client (where such invention includes materials and/or methods not supplied or approved by TouchNet) or (ii) Client uses the TouchNet Software as a part of a new configuration (where such configuration includes material and/or methods not supplied or approved by TouchNet) and either of such Client uses of the TouchNet Software results in a claim of patent, copyright, trade secret, or other proprietary right claim by a third party, then Client shall be exclusively responsible therefor.
- 13.5. This Section 13 shall constitute Client's sole and exclusive remedy with respect to any Claims.

14. Confidential Information.

14.1 **Definition.** The term "Confidential Information" means: (i) the TouchNet Software; (ii) this Hosting Addendum; (iii) information, if disclosed in writing, that bears a stamp, label, or legend indicating the confidential, secret, proprietary, or similar status thereof; (iv) information, if disclosed orally, that is followed-up (within ten (10) days following the oral disclosure) with a written memorandum that describes the information claimed to be confidential and that describes the time, place, and circumstances of the oral disclosure; (v) the contents of Client's Student Information System to the extent such content consists of information concerning which Client is itself under a confidential obligation, the trade secrets of Client, and personally identifying information protected under the Privacy Laws; and (vi) information disclosed by TouchNet that comprises or consists of drawings, specifications, and models; computer data, whether printed, stored on disk, tapes, or in machine-readable form; product and marketing documentation; prices (including price quotes); and financial information. Confidential Information does not include information that:

14.1.1 is already known by the Recipient prior to disclosure by the Discloser, as evidenced by written (contemporaneously dated) documents in the Recipient's files;

14.1.2 is or becomes publicly available through no wrongful act or omission by the Recipient;

14.1.3 is rightfully received by the Recipient from third parties without accompanying secrecy obligations;

14.1.4 is independently developed by Recipient, as demonstrated through written (contemporaneously dated) documentation in Recipient's files; or

14.1.5 is approved in writing by the Discloser for release to the public.

14.2 **Limitation on Use and Disclosure.** Except as otherwise permitted under this Hosting Addendum, the Recipient will not knowingly disclose to any third party, or make any use of Discloser's Confidential Information. The Recipient will use at least the same standard of care and security 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, but in no event may the standard of care and security be below that customary and reasonable under the circumstances. At a minimum, the Recipient shall maintain the Confidential Information (i) in a secure location or (ii) if stored on Client's Student Information System, under circumstances requiring secure password access. Only employees

of Recipient who have a reasonable need to know of the Confidential Information in order to perform their responsibilities may be given access to the Discloser's Confidential Information.

- 14.3 **Court Order.** Notwithstanding the provisions of Subsection 14.2 of this Section 14, Recipient may be permitted to disclose the Confidential Information of Discloser when ordered to do so by an administrative, arbitral, legislative, or judicial body having jurisdiction over the Recipient, provided (i) that Recipient first gives Discloser reasonable Notice of the administrative, arbitral, legislative, or judicial proceeding in order to permit Discloser to prevent or limit the ordered disclosure and (ii) that Recipient cooperates (at Discloser's expense) fully in preventing or limiting the ordered disclosure.
- 14.4 **Burden of Proof.** The burden of proving an exception to the definition of Confidential Information, as described in Section 14.1 and/or the applicability of the exception to nondisclosure set forth in Subsection 14.1 above shall be upon the Recipient.
15. **Privacy Laws.** The term "Privacy Laws" means the Gramm-Leach-Bliley Act ("GLBA"); the Children's Online Privacy Protection Act ("COPPA"); the Health Insurance Portability and Accountability Act ("HIPAA"); and the Family Educational Rights and Privacy Act ("FERPA"), as amended, together with regulations promulgated thereunder. TouchNet understands that Client is subject to the mandates of FERPA, and that because of the nature of the parties' relationship arising by virtue of this Hosting Addendum, that TouchNet may be subject to the mandates of FERPA as well.
16. **License Agreement.** All relevant provisions of the Agreement, as amended, are incorporated into this Hosting Addendum as though fully set forth herein. In the event of any conflict between the terms of the Agreement, as amended, and the provisions hereof, the Agreement as amended shall control, unless specific reference is made to the section in the Agreement, as amended, to be overruled and the parties expressly state that the provision cited is to be overruled.
17. **VASCUPP Purchases.** Educational institutions that participate in the Virginia Association of State College and University Purchasing Professionals ("VASCUPP") may purchase hosting services for TouchNet Software from TouchNet at twenty (20) percent off the then current TouchNet Software list price.

IN WITNESS WHEREOF, the parties have executed this Hosting Addendum as of the respective dates shown below.

TOUCHNET INFORMATION SYSTEMS, INC.

OLD DOMINION UNIVERSITY

Signature  _____
By: Keith Grabill

Title: Vice President of Finance/Admin.

Date: December 22, 2008

Signature: _____

By: _____

Title: _____

Date: _____

ANNEX A

The Hosting Services Addendum to which this Annex is attached commences on the Effective Date (as defined in the Hosting Services Addendum) and continues for a period of five (5) years. Prior to the expiration of the fourth year of this Hosting Addendum, the parties shall begin discussions pertaining to the renewal or extension of this Hosting Addendum.

FEES¹

The annual Hosting Services Fee is as shown and prescribed below. TouchNet reserves the right to increase the fees shown below by five (5%) per year over the applicable amount for the immediately preceding year. A Hosting Services Fee of \$60,168.00² for the first year of this Hosting Addendum shall be due and payable thirty (30) days after the TouchNet Software is loaded in the TouchNet DataCenter. For each subsequent year, the annual Hosting Services Fee, adjusted by TouchNet as permitted herein, shall be due and payable thirty (30) days after the annual anniversary of the Effective Date of the Hosting Addendum. TouchNet may increase the annual Hosting Services Fees by giving Client notice thereof at least sixty (60) days in advance of the annual anniversary of the Effective Date. For the first Renewal Hosting Term, if any, the applicable fee for hosting service, less any Credits due Client from the immediately preceding term, shall be due thirty (30) days after the renewal date of the Hosting Addendum.

Hosted Products	Monthly Hosting Fee
TouchNet® Payment Gateway Suite	
Payment Gateway Credit	
Payment Gateway ACH	
TouchNet® Bill+Payment Suite	
Bill+Payment Student	
Bill+Payment Installments	
TouchNet® Marketplace Suite	
Marketplace Universal Stores (uStores)	
Marketplace Universal Pay (uPay)	
Monthly Hosting Service Fee	\$4,722
Monthly Hosted Test Environment	\$292
Total Monthly Hosting Fee:	\$5,014
Total Annual Hosting Fee:	\$60,168

¹ Hosting fees are in addition to maintenance for the respective applications.

² All prices will expire if contract is not executed on or before December 31, 2008.

PROFESSIONAL SERVICES

The one-time Professional Service Fee of \$39,350.00 is due and payable thirty (30) days after the TouchNet Software is loaded at the TouchNet DataCenter.

Professional Services Implementation and Training	One-Time Setup Fee
TouchNet Payment Gateway – Credit Card and ACH	\$11,550
TouchNet Bill+Payment – Student and Installments	\$16,675
TouchNet Marketplace – uStores and uPay	\$11,125
Total One-Time Re-Implementation Fee:	\$39,350³

DATA TRANSPORT

The one-time Data Migration Fee for the transportation of Data from Client to TouchNet for purposes of implementing the TouchNet Payment Gateway and TouchNet Bill+Payment is payable upon the TouchNet Software being loaded at the TouchNet DataCenter. The Data Migration Fee of \$10,000 shall be due and payable within (30) days of receipt of the invoice.

TouchNet and Client incorporate by reference the Addendum to System Purchase and License Agreement for Data Transport and Maintenance (“Data Transport Addendum”), as if fully set forth herein. To the extent that the terms, statements, and conditions contained within the Data Transport Addendum conflict with the terms, statements, and conditions contained within the Hosting Addendum, the terms, statements, and conditions contained within the Data Transport Addendum shall control.

ANNEX B

TouchNet Software

TouchNet will host the following Client licensed TouchNet Software, including a Test Environment, and with data migration, in TouchNet's Data Center:

- TouchNet Payment Gateway Credit Card Module
- TouchNet Payment Gateway ACH Module
- TouchNet Payment Gateway Bill+Payment Student Module
- TouchNet Payment Gateway Bill+Payment Installments Module
- TouchNet Payment Marketplace uPay Module
- TouchNet Payment Marketplace uStores Module

ANNEX C

Secure Protection and Handling of Confidential Information

1. **Network and Data Security and Security Standards Compliance.** TouchNet agrees to maintain compliance with the Payment Card Industry Data Security Standard (PCI), Payment Applications Best Practices standards (PABP) and the National Automated Clearing House Association (NACHA) standards pertaining to electronic payments. TouchNet will provide reasonable evidence of its compliance with each standard upon Client's request.
2. **Data Transmission.** TouchNet agrees that all transmission or exchange of data with Client and any other parties designated by Client in writing, shall be in accordance with Section 5 below and shall take place via secure means, e.g. HTTPS or FTPS.
3. **Data Storage.** TouchNet agrees that the Client's data will be stored, processed, and maintained solely on TouchNet owned computers in a TouchNet facility which has been secured in compliance with PCI requirements.
4. **Backup and Recovery.** TouchNet agrees to backup and store the Client's data as part of the designated backup and recovery processes in a secure manner and to maintain due care in the transportation of any backup media.
5. **Data Re-Use.** TouchNet agrees that all data exchanged shall be used expressly and solely for the purposes of providing the services provided pursuant to the Hosting Addendum. See also Section 14 of the Hosting Addendum.
6. **End of Addendum Data Handling.** See Section 8 of Hosting Addendum.
7. **Security Breaches.** In the event that a third-party commits a breach of TouchNet's DataCenter's security, TouchNet will notify the Client of the same, and will otherwise comply with the reporting and notification requirements of PCI applicable to such an event, as well as with all applicable state and federal laws. Client's customer notification will be delivered by the Client in conformance with the PCI requirements, and all applicable state and federal laws, and in good faith cooperation with TouchNet.
8. **Record Retention and Examination of Records.** TouchNet will retain all records in accordance with the mandates of PCI. Once TouchNet has reason to believe that a dispute involving Client's customers is imminent, TouchNet will retain all records and information it reasonably believes

pertains to the matter in dispute. Unless it would be a violation of any applicable Privacy Law, violate a third-party's confidentiality rights, or any other applicable law or privilege, Client will be provided reasonable access to TouchNet's records and information pertaining to the dispute involving Client's customers upon TouchNet's receipt of request from Client.

9. **Assistance in Litigation or Administrative Proceedings.** To the extent that TouchNet must indemnify Client pursuant to Section 13 of the Hosting Addendum, TouchNet will make itself and its employees reasonably available to Client and will otherwise comply with all applicable laws or regulations pertaining to the same.
10. **Family Educational Rights and Privacy Act (FERPA).** See Sections 14 and 15 of the Hosting Addendum.

**ADDENDUM TO SYSTEM PURCHASE AND LICENSE AGREEMENT
FOR DATA TRANSPORT AND MAINTENANCE**

This Addendum for Data Transport And Maintenance (the "Data Transport Addendum") is made and entered into effective as of _____, 2008 (the "Effective Date"); is between TouchNet Information Systems, Inc. ("TouchNet") and Old Dominion University ("Client"); and is an addendum to the original System Purchase and License Agreement (the "Agreement") dated May 3, 2000, and any amendments thereto, between TouchNet and Client.

Client, in connection with its use of one or more computer programs made available by TouchNet to Client under the Agreement, and any amendments thereto, desires that TouchNet receive and maintain certain data (the "Data"). The Data may contain PII (as defined below) and, therefore, is sensitive and potentially fraught with exposure to potential liability. Nevertheless Client desires to transfer, and TouchNet desires to receive and maintain, subject to the provisions of this Data Transport Addendum, such Data.

NOW, THEREFORE, the parties, intending legally to be bound, agree as follows:

1. **Definitions.** The capitalized terms used in this Data Transport Addendum, unless specifically defined herein, shall have the meanings assigned to them in the Agreement, and any amendments thereto.
2. **Acknowledgment Regarding the Data.** Each of the parties acknowledges that the Data may, and likely does, include PII. "PII" means (i) information containing at least one person's first name or first initial and last name linked to or otherwise associated with any one or more of the person's Social Security number, driver's license number or government ID card number, financial account number or credit or debit card number, or health insurance or medical information or (ii) information covered by any state or federal Privacy Laws.
3. **Representations and Warranties Regarding the Data.** Client Represents and Warrants to TouchNet as follows:
 - A. The Data have not been released to or accessed by an unauthorized person or persons prior to the transfer of the Data to TouchNet.
 - B. The Data, including any PII contained therein, have been securely collected, processed, and stored in accordance with all applicable federal and state statutes and regulations and the Payment Card Industry ("PCI") Cardholder Information Security Program.
4. **Covenants Regarding the Data.** Client shall ensure (i) that the Data will be transferred to TouchNet in a fashion and in form and format subject to the reasonable advance approval of TouchNet and (ii) that all PII transferred to TouchNet is securely erased (using software designed completely to remove information from systems) from Client's systems no later than three (3) calendar days after the date when Data is transferred to TouchNet (the "Transfer Date").
5. **Indemnification.** In the event that (i) there is any claim of a third party against TouchNet regarding or in any way pertaining to Client's processing or storage of PII prior to the

Transfer Date or Client's use of PII; (ii) any of the representations and/or warranties of Client set forth in Section 3 hereof is false in any material respect; or (iii) Client breaches any of the other provisions of this Data Transport Addendum, Client will defend, at its sole authority and expense, and indemnify TouchNet against any loss, cost, expense, and liability arising out of such claim.

IN WITNESS WHEREOF, the parties have executed this Data Transport Addendum as of the date first shown above.

TOUCHNET INFORMATION SYSTEMS, INC.

OLD DOMINION UNIVERSITY

BY:



BY: _____

TITLE: Vice President of Finance/Admin.

TITLE: _____

DATE: 12-22-2008

DATE: _____

**FOURTH ADDENDUM TO
SYSTEM PURCHASE & LICENSE AGREEMENT**

TOUCHNET INFORMATION SYSTEMS, INC.
15520 College Boulevard
Lenexa, Kansas 66219
United States
("TouchNet")

and

OLD DOMINION UNIVERSITY
5115 Hampton Boulevard
Norfolk, VA
23529-0001
United States
("Client")

THIS FOURTH ADDENDUM ("Fourth Addendum") to the Commonwealth of Virginia Standard Contract No. 03-221-0023-DRD with attached Second Addendum to System Purchase & License Agreement dated December 20, 2002, entered between Client and TouchNet (the "Agreement"), is made between TouchNet and Client as of the "Effective Date" which is the last of the dates shown in the signature block at the end of this Fourth Addendum. The parties, intending to be legally bound, and pursuant to the authority provided in the Agreement, hereby agree as follows:

1. **DEFINITIONS.** Unless otherwise defined herein, all terms defined in the Agreement shall have the meaning ascribed to such terms in the Agreement when used in this Fourth Addendum.
2. **MODIFICATION OF THE AGREEMENT.**

a. The following is added to Exhibit B of the Agreement:

TouchNet Ready Partner Program – On Campus:

TouchNet actively seeks certain third party companies and organizations to participate in our pre-integrated partner program. The purpose is to help our clients centralize and unify campus commerce electronic payments into the TouchNet Software. The TouchNet Software needed to best utilize the program is both TouchNet Payment Gateway and TouchNet Marketplace. TouchNet Ready Partners are primarily integrated through TouchNet Marketplace, however, in some cases they may be validated only through Payment Gateway.

TouchNet Ready Program Charges – On Campus:	Client Licensed for Payment Gateway & Marketplace	Client Licensed for only Payment Gateway
Per Partner One-time License Fee	Waived	Waived
Per Partner Annual Maintenance Fee	\$ 300@	\$ 500@
Per Partner One-time Implementation Fee	\$ 1,500@	\$ 1,750@

TouchNet Ready Partner Program – TouchNet DataCenter:

TouchNet actively seeks certain third party companies and organizations to participate in our pre-integrated partner program. The purpose is to help our clients centralize and unify campus commerce electronic payments into the TouchNet Software. The TouchNet Software needed to best utilize the program is both

TouchNet Payment Gateway and TouchNet Marketplace. TouchNet Ready Partners are primarily integrated through TouchNet Marketplace, however, in some cases they may be validated only through Payment Gateway. For clients that have licensed access to both of these TouchNet Software modules, the following charges apply to support the program costs including DataCenter operations and customer/technical services.

TouchNet Ready Program Charges – TouchNet DataCenter	Client Licensed for Payment Gateway & Marketplace	Client Licensed for only Payment Gateway
Per Partner Annual Hosting/Access Fee	3 Free	\$ 2,500@
Each Additional Partner’s Annual Fee	\$ 1,500@	\$ 2,500@
Per Partner One-Time Implementation Fee	\$ 1,250@	\$ 1,750@
Partner Packs Annual Fee:		N/A
5 Partners	\$ 5,000	
10 Partners	\$ 7,500	
15 Partners	\$10,000	
Unlimited	\$15,000	

b. The following is added to Exhibit D of the Agreement:

TouchNet Ready Partner Program Costs and Payments – TouchNet DataCenter. Client desires to purchase the right for Virginia Commonwealth University (“VCU”) only to access for VCU’s sole use only the ACEware TouchNet Ready Partner in this Fourth Addendum, which partner will be considered the first of three partners VCU may receive for free with respect to the annual Hosting/Access Fee, reflected above. However, the one-time per partner Implementation Fee of \$1,250.00 will apply, and the Implementation Fee shall be invoiced upon the completion of Implementation. The per-partner annual Hosting/Access Fee is subject to the escalation limitations of Annex A of Old Dominion’s Hosting Addendum dated December 22, 2008 (“Hosting Addendum”) for the Licensed Software.

VCU may access the following TouchNet Ready Partner:

- ACEware

With respect to any future TouchNet Ready Partner purchases and payment of any applicable fees, including those provided for herein (made by Client either on its own behalf or for a VASCUPP member institution), such fees shall be due and payable within thirty (30) days upon Client’s receipt of invoice. For future purchases, the initial per-partner annual Hosting/Access Fee reflected above (if not waived), when invoiced, will be pro-rated such that payments for the per-partner annual Hosting/Access Fee for subsequent years may be aligned with invoicing for the next annual Hosting/Access Fees, which currently are payable pursuant to the Client’s existing Hosting Addendum, and the invoice shall be issued immediately upon execution of a contract, addendum, or exhibit to this Fourth Addendum reflecting said purchase. Implementation Fees will be invoiced immediately upon the completion of Implementation.

c. The following is added to Exhibit D of the Agreement for future purchases of TouchNet Ready Partner access for the On Campus Program, where applicable.

TouchNet Ready Partner Program Costs and Payments – On Campus. The fees applicable for TouchNet Ready Partner Program – On Campus purchases (made by Client either on its own behalf or for a VASCUPP member institution) are as reflected above. TouchNet shall invoice for the initial annual Maintenance Fee reflected above immediately upon execution of the contract, addendum or exhibit to this Fourth Addendum

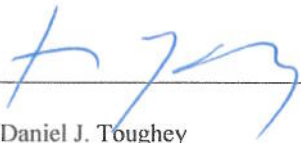
reflecting a future purchase. The initial per-partner annual Maintenance Fee reflected above, when invoiced, will be pro-rated such that payments for the per-partner annual Maintenance Fee for subsequent years may be aligned with invoicing for the next annual Maintenance and Support Fees, which currently are payable pursuant to the Client's existing Software Maintenance and Support Agreement. The per-partner annual Maintenance Fee is subject to the escalation limitations of the Second Addendum to Annex 1 of Old Dominion's Software Maintenance and Support Agreement dated December 20, 2002 ("Software Maintenance Agreement") for the Licensed Software. Implementation fees shall be invoiced upon the completion of Implementation. All payments are due within thirty (30) days of Client's receipt of invoice.

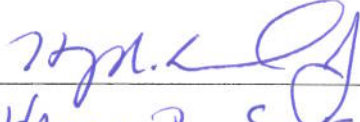
3. **INTEGRATION PROVISION.** Except as expressly modified by written addenda, the Agreement shall remain in full force and effect. As of the Effective Date of this Fourth Addendum, the Agreement, as amended by this Fourth Addendum constitutes the entire understanding of these parties only as regards the subject matter hereof and cannot be further modified except by written agreement of the parties.

THE PARTIES have executed this Fourth Addendum through the signatures of their respective authorized representatives.

TOUCHNET INFORMATION SYSTEMS, INC.

OLD DOMINION UNIVERSITY

By: 
Name: Daniel J. Toughey
Title: President
Date: September 14, 2009

By: 
Name: Harry R. Smithson, Jr.
Title: ASST. DIRECTOR, MM
Date: 9/14/2009