

SCHEDULE A ADDENDUM TO THE
SERVICE LEVEL AGREEMENT BETWEEN E-UTAH AND
UNIVERSITY OF UTAH

This Schedule A Addendum (this "Addendum") is an addendum to that certain Service Level Agreement for Electronic Transaction and Access to University of Utah (the "Agreement") entered into between the University of Utah ("University of Utah"), a body politic and corporate of the State of Utah, and Utah Interactive, Inc. ("Interactive" or "Network Manager"). As more specifically provided in Section 5 of the Agreement, this Addendum is subject to approval of the Utah Electronic Commerce Council (the "Council").

Online Payment Processing Program

AGREEMENTS

1. Services by the Network Manager The University of Utah authorizes the Network Manager to enable electronic payments of monies to the University online, in accordance with this Addendum and the Agreement. Unless otherwise defined in this Addendum, capitalized terms shall have the meaning ascribed to them in the Agreement. Description of the services or transactions (the "Services" or the "University Online Payment Processing Program") to be made available by the Network Manager pursuant to this Addendum are as follows:

The Services will allow any individual or any entity to pay monies to the University of Utah using the Network's secure payment-processing infrastructure for online transactions. This infrastructure is comprised of both an online automatic debit (to be implemented when available) and real-time credit card payment processing system.

The Services will also provide an administrative interface that would allow University of Utah to access any or all portions of the log and transaction data for auditing and accounting purposes.

2. Record Classification and User Access Unless otherwise mutually agreed to in a written amendment to this Addendum signed by the University of Utah and Interactive, Interactive shall not provide access to any of University's Restricted Data pursuant to this Addendum.

The Network Manager certifies that they will offer the following security and authorization for access to the application outlined above:

All online financial transactions using the Network's payment-processing infrastructure are conducted through a secure server using a Secure Socket Layer (SSL) connection. This technology ensures secure data transmission and uses a standard public-and-private key encryption system that encrypts the customer's submission of private financial data before it leaves their web browser. The data remains encrypted throughout transmission until it is safely received within the confines of the SSL where it is decrypted and processed. This SSL connection will exist only between the Network and the University of Utah.

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The Network will also provide the University of Utah with a secure administrative interface that will authenticate and log the activity of individual University of Utah personnel.

3. Record Supply Costs and Computer Programs. The Network Manager shall be responsible for costs and expenses in providing secure electronic transactions to Network users ("Users"), including without limitation, the cost for purchasing or developing and maintaining all programs used to interface with the University of Utah computer programs. Computer programs used by the Network Manager shall:
 - a. Protect information from unauthorized access;
 - b. Supply services to Users on a timely basis in an accurate, understandable and logical format acceptable to University of Utah;
 - c. Be tested by the Network Manager and prototyped for University of Utah review and approval before it is offered to the public.
4. Use messages. If required by University of Utah, the Network Manager shall cause the Network to require Users to signify online that, if the User is provided any records, the User will comply with any restriction on use of the records required by law, as amended from time to time. Such User agreement will be in the form of a use message displayed online, with a required positive response (which is captured in a log file) prior to the User being permitted to further search or view the record.
5. Subscriber Agreements. These Services shall not require Network Subscriber agreements.
6. Transaction Logs. University of Utah shall have access to the Network's transaction log (the "Log") for the purpose of auditing the collection and/or dissemination of University of Utah transaction records. Unless otherwise specified by University of Utah, this Log shall contain the following data: User name, transaction data and time and type of inquiry/transaction.
7. Payment and Collection.

A subscription to the Network would not be required to access the University Online Payment Processing Program, but a Network transaction charge shall be payable by the User as more specifically provided for in this Section 7.

- a. Collection: The total cost to the Users for tuition and/or registration shall be variable and set by University of Utah. The Network Manager shall be responsible for the processing of payments from Users according to the chart below. No additional amounts may be charged by the Network Manager for the identified Services without the prior written agreement of the University of Utah and Interactive, which agreement shall require approval by the Council. The fee charged by the Network represents a fee for development and support services. The Network hereby represents to University of Utah that it believes the following charges will fairly and reasonably recompense the Network Manager for the Services:

<u>Agency/Project/ Priority</u>	<u>Statutory/University Fee</u>	<u>Network Charge</u>	<u>Total</u>
1.) University Payment Processing	\$Variable	\$0.50	\$0.50 +

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University fees

- b. Payment: The registration payment processing system facilitates real-time authentication of registration and/or tuition payments. The Network transaction charge will be added to the total order and will be authenticated at the time of transaction. Proceeds from completed credit card transactions will be directly deposited to the University of Utah's account through the credit card processor in real time or in a nightly batch. All revenue collected through the automatic payment system will be processed and deposited into the University of Utah's account within forty-eight hours from the time of transaction. The Network will invoice the University of Utah on a monthly basis for the Network transaction charge.
8. Records and Finances. All Network documents and records maintained by the Network Manager relating to University of Utah records shall be available for inspection, auditing and copying by the University or other authorized representatives.
8. Efficiency Gain Calculation. The University of Utah and the Network will establish baseline cost for the processing of tuition and/or payments both prior to making the enhanced service available and after the service is made available to estimate the cost savings of offering this service.
8. Miscellaneous. Network Manager agrees that the Services shall be a 24-hour, 7-day-a-week service and shall be up and operating and available to Users 99.5% of the time. Network Manager acknowledges that during certain periods of the calendar year students will be registering for University of Utah classes, and that it is of great importance to the University of Utah that the Services be available to Users at all times during University of Utah registration periods.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officials or officers.

University of Utah

By Amos B. Combs
Vice President for Administrative Services

Date 3/19/01

The Network

By [Signature]
Richard L Brown, General Manager

Date 3.12.2001

The Board

By [Signature]
Alan Sherwood, Chair

Date 3-12-2001



68 S. Main Street, Suite 200
Salt Lake City, Utah 84121
801-983-0275 • 877-9UT-EGOV
801-983-0282 fax

MEMORANDUM

DATE: March 14, 2001
TO: University of Utah
FR: Utah Interactive, Inc., Network Manager 
RE: Clarification to the Schedule A Addendum, Section 7b of the Service Level Agreement between the University of Utah and Utah Interactive, Inc.

Section 7b of the Schedule A Addendum to the Service Level Agreements states that “[a]ll revenue collected through the automatic payment system will be processed and deposited into the University of Utah’s account within forty-eight hours from the time of transaction.” While Utah Interactive, Inc. will guarantee processing and commitment of transaction revenue to the bank processor within a twelve to twenty-four hour period, on occasion the bank processor may not deposit revenue received until the following day. Section 7b conveys a forty-eight hour processing and deposit guarantee to provide for these circumstances.





Office of the Vice President
for Administrative Services

Via certified mail – return receipt requested

May 30, 2003

Utah Interactive, Inc.

Attn: Richard L. Brown, Network General Manager
68 South Main
Suite 200
Salt Lake City, Utah 84101

Re: Service Level Agreement for Electronic Transaction and Access to University of Utah, dated March 19, 2001, between the University of Utah and Utah Interactive, Inc.

Dear Mr. Brown,

Please be notified that the University of Utah is exercising its right to terminate to the above referenced Service Level Agreement. This letter constitutes thirty (30) days written notice of termination, and termination will be effective thirty (30) days from the date this letter is received by Utah Interactive. We have appreciated the services Utah Interactive has provided.

Sincerely,

Ronald E. Tremea
Associate Vice President

cc: Amy Sawyer, Utah Interactive
Rachel Houck, Utah Interactive
Joseph Nemelka, Utah Interactive
Arnold Combe, Vice President, University of Utah
Grant Moulton, Controller, University of Utah
Alice Whitacre, Associate General Counsel, University of Utah
Lisa Zaelit, Manager, University of Utah
Alan Sherwood, Chair, Utah Electronic Commerce Council

Associate Vice President
Financial and Accounting Services

201 S Presidents Cir Rm 408
Salt Lake City, Utah 84112-9023
(801) 581-7520
FAX (801) 585-5257



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