

The **CUSTOMER** hereby authorizes the following addition in the services to be performed by **THINKGATE** pursuant to that certain Master Services Agreement dated \_\_\_\_\_ (the "Agreement").

**1. HOSTING SERVICES**

- **THINKGATE** will maintain and run Elements™ platform and all purchased **THINKGATE** software solutions for **CUSTOMER** in a Tier 1 data center in Charlotte, NC. The data center will include more than 100,000 square feet of high performance space that is supported by highly skilled technical personnel 24 hours a day, seven days a week. "Tier 1" means a best in class data center that includes multiple levels of redundancy and 24/7 monitoring.
- **THINKGATE** will provide multiple redundant servers in this hosting facility, using virtualization to provide resource flexibility and failover in the event of server failure.
- **THINKGATE** will provide infrastructure that includes web and database servers, SAN disk storage, redundant firewalls, redundant switches, intrusion detection services, uninterruptible power, fire suppression, and redundant communications links with bandwidth burstable to 100mbs and a VPN secured support link.
- **THINKGATE** will provide a backup approach that includes offsite storage that supports recoverability in disaster scenarios.
- **THINKGATE** extends the data center's monitoring with 24-hour monitoring of the servers by **THINKGATE** technical resources.
- The services provided by **THINKGATE** may be amended at any time provided that the amendment substantially complies with the Amendment form included in Exhibit "B" to the Master Agreement. Further any and all Amendments must make specific reference to the Master Agreement and must be executed in writing by both **THINKGATE** and **CUSTOMER**. Any Amendment executed by the parties shall be incorporated in and subject to the terms and conditions of the Master Agreement.

**2. TERM OF SUPPORT**

The Hosting Services Agreement shall commence on the July 1, 2012, and will terminate twelve (12) months thereafter. The Hosting Services Agreement shall automatically renew for successive one (1) year terms unless either party provides the other with notification of termination at least ninety (90) days prior to expiration of the then-current term.

**3. FEE SCHEDULE**

Hosting Services Fees	Total
Year 1: 7/1/2012 - 6/30/2013	\$15,000.00
Years 2 - 5 commencing 7/1/2013	\$15,000.00
Year 6 and thereafter the fee shall be negotiated	

**4. CAPITALIZED TERMS**

Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Master Agreement dated \_\_\_\_\_.



**Amendment 1  
Hosting Services Agreement**

**SIGNATURES:**

The parties acknowledge and agree that THINKGATE shall perform the services as specified in this Amendment and CUSTOMER shall make payment for said services as stated herein. Further, this Amendment shall be incorporated in and subject to the terms and conditions of the Master Agreement. Except as expressly stated herein, this Amendment does not supersede or cancel any other applicable terms and conditions of the Master Agreement. This Amendment shall be considered accepted and effective only when executed by both parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Amendment as of the first date below.

**THINKGATE, LLC**  
Partner:

**The School Board of Sarasota County, Florida**  
School System:

Signature:

Signature:

**Eric B. Waynick, President / CEO**  
Name and Title:

**Caroline Zucker, Board Chair**  
Name and Title:

Date:

Date: