

Associated Colleges of the South
Pricing Agreement

This Pricing Agreement ("Agreement") is made and entered into as of the 2nd day of March, 2003 by and between the Associated Colleges of the South, a Georgia non-profit 501(c), (3) corporation ("ACS") and Interface Americas, a Georgia corporation ("Vendor"). ACS is entering into this Agreement for the sole benefit of its member institutions ("Members") named in Exhibit A, the intended third party beneficiaries of this Agreement. ACS wishes to engage the Vendor as an independent contractor to provide its Members with products and services in exchange for mutually agreed upon fees which are to be paid by the appropriate Members, all pursuant to the terms and provisions, and subject to the conditions, set forth in this Agreement, and all Exhibits and Attachments identified herein. Each member shall have access to the pricing and services contained in this Agreement in accordance with the following terms and conditions.

- 1) Term of Agreement: This non-exclusive Agreement shall commence effective April 14, 2003 and shall remain in full force and effect for a term of 2 years ("Initial Term"). This Agreement shall continue in force for additional 12 month terms at the end of the Initial Term without further action required by either party ("Renewal Term"). The Initial Term, together with any Renewal Term(s), shall be referred to hereafter as the "Term."
- 2) Termination of Agreement: Notwithstanding anything contained herein to the contrary, this Agreement may be terminated by either party, without cause, effective upon that date which is thirty (30) days after the delivery of a written notice of terminations from the terminating party to the other party. Said termination is to be delivered to the address of the party listed at the end of this Agreement. Each party shall notify the other of any change of address.
- 3) Vendor Services and Pricing: Vendor shall provide services and pricing to Members as described in Exhibit B. No Member is obligated to purchase any products or services from Vendor.
- 4) Payment by a Member: In consideration for the services to be provided by Vendor under this Agreement, Member shall pay to Vendor certain fees and expenses as set forth in Exhibit B. The method of timing of such payments are to be those set forth in Exhibit B, or otherwise mutually agreed to by Vendor and appropriate Member.
- 5) ACS Not Liable: ACS shall not be liable for any actions or defaults of its Members under this Agreement, including but not limited to a) failure of a Member to pay amounts due Vendor, or b) any action or omission of a Member which results in the assertion by Vendor of a cause of action against said Member for any reason. The Vendor agrees to indemnify and hold ACS harmless from claims between Vendor and Members.
- 6) Reports to ACS: Vendor shall provide to ACS, annually, reports of the usage of Vendor's services by Members, detailing the dollar amount expended by each Member.

- 7) Severability: If any provision of this Agreement is void or unenforceable, ACS and Vendor agree that the remaining provisions will continue to be in effect.
- 8) Controlling Law: This Agreement is construed in accordance with and governed for all purposes by the laws of the State of Georgia.

Entire Agreement: This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Agreement. No amendment, consent or waiver of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signature below of their authorized representatives, acknowledge having read and understood the Agreement and to be bound by its terms and conditions

ACCEPTED BY:

Associated Colleges of the South

George Anderson
Signature

George Anderson
Name

President
Title

4/14/03
Date

1775 Century Blvd #10
Mailing Address

Atlanta GA 30240
City State

404-636-5533
Telephone (with Area Code)

ACCEPTED BY:

INTERAKE AMERICA (Vendor)

J. Wendell Hansen
Signature

J. WENDELL HANSEN
Name

VP INSTITUTIONAL SALES
Title

4-2-2003
Date

PO BOX 1503 OAKHURST HILL RD
Mailing Address

JAGRANCE GA 30240
City State

800 386 0225 x 6115
Telephone (with Area Code)