

First Addendum To Master Services and License Agreement Between  
San Joaquin Delta College and eCollege.com

This Addendum ("Addendum") to the Master Services and License Agreement between San Joaquin Delta College ("Customer") and eCollege.com ("eCollege") for the delivery of online courses, dated January 1, 2006 (the "Agreement"), is entered into as of the 10th day of January 2008.

WHEREAS, the Customer and eCollege previously entered into the Agreement;

WHEREAS, the parties wish to amend the Agreement as more specifically set forth below.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

- 1) **Initial Term.** The second paragraph of Section 9 of the Agreement is hereby replaced in its entirety with the following:

Initial Term. The initial term of this Agreement ("**Initial Term**") shall commence on the Effective Date and shall continue until **December 31, 2014** (each calendar year being a "**Contract Year**"). The term of the Agreement shall be renewed automatically for successive periods of one (1) year each (each a "**Renewal Term**" and a "**Contract Year**") after the expiration of the Initial Term and any subsequent Renewal Term, unless eCollege provides Customer, or Customer provides eCollege, with a written notice to the contrary at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. Each Renewal Term shall incorporate and be governed by eCollege's then current pricing, which eCollege shall provide to Customer not less than one hundred and twenty (120) days prior to the start of any Renewal Term.

- 2) **Gateway Campus Fees.** eCollege hereby agrees to waive its annual fee for licensing, hosting and maintenance of Customer's Gateway. This licensing, hosting and maintenance includes up to 10 hours of yearly campus maintenance. These hours may be used for tasks requested by Customer to update the existing campus pages not accessible under Campus Author and update content that cannot be loaded under Campus Author (graphics, etc.), and is restricted to work completed by eCollege's Campus Development team. Note that this does not include (i) any changes Customer's Client Services Consultant can make on Customer's online campus such as setting up and modifying term information, editing course catalog information and modifying recipients of the various emails, or (ii) major changes and updates to Customer's online campus, for example an art design overhaul, new fields added to registration (and therefore the reg emails and flat files) or new pages added to the public side campus.

- 3) **Agreement Terms Unchanged.** No terms or conditions of the Agreement, other than the amended terms set forth in this Addendum, are changed by this Addendum. Terms not defined herein shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Addendum on the day first above written.

eCollege.com

By: 

Matthew Schnittman, President

San Joaquin Delta College

By: 

Raúl Rodríguez  
Superintendent/President