

**CMD OUTSOURCING SOLUTIONS, INC.
SERVICES AGREEMENT**

This Services Agreement (the "Agreement") between CMD Outsourcing Solutions, Inc., a Maryland corporation ("CMD"), and Delaware State University, ("Client") is entered into effective the 1st day of July, 2013.

The terms and conditions governing this Agreement are provided below:

1. **TERM.** This Agreement will commence effective July 1, 2013, and continue through June 30th, 2014. The Agreement may be renewed for an additional four, one-year terms by mutual agreement of both parties with 60 days written notice prior to expiration. This contract may be cancelled by either party at anytime for any reason after January 31, 2014, by tendering to the other party 90 days prior written notice of the intent to cancel. The contract shall terminate 90 days after receipt of the notice of cancellation.
2. **CMD RESPONSIBILITIES.** CMD shall perform services (the "Services") for Client and Client hereby consents to CMD performing said Services on its behalf as follows:
 - i. CMD shall receive inbound calls, and possibly other support as outlined in section 5 hereof, Pricing. CMD shall support calls from persons or entities (the "Students") which Client directs to CMD for the purpose of account servicing and/or customer support.
 - ii. It is understood that CMD's initial support will be for the Financial Aid, Bursar, and Housing office, but could expand to other administrative offices upon further discussion and agreement by both parties.
 - iii. CMD shall identify itself to Students as the Client.
 - iv. CMD shall update the Client's student information system ("SIS") records documenting each contact with Students, statistics reflecting activity and performance and, such other matters as may relate, in its reasonable discretion, to the performance of its duties under this Agreement. Client will be provided reports regarding performance on an agreed upon timeframe. CMD shall record inbound calls with Customers (students and parents). Customer call recordings shall be accessible by Client at any time during normal business hours for a maximum of 90 calendar days.
 - v. CMD shall conduct the Services in compliance with applicable laws and regulations, including as described in CMD/CLIENT CONFIDENTIAL FINANCIAL INFORMATION ADDENDUM provided as Exhibit A hereto.
3. **CLIENT RESPONSIBILITIES.** In order for CMD to successfully fulfill its duties under this Agreement, Client agrees that:
 - i. Client shall provide CMD with Customer data from which CMD shall perform the Services. This can be in the form of CMD accessing Customer data on Client's systems, or by creating a "KnowledgeBase" developed from input and support of Client. Data contained in the "KnowledgeBase" is not personally identifiable student data, but general, and sometimes specific, information relating to the operations and support policies and procedures of Client.
 - ii. Client is responsible for updating such data utilized for support on a timely basis and in a mutually agreeable form and format.

CMD OUTSOURCING SOLUTIONS, INC.

ATTEST/WITNESS:

Original on File

By: *Original on File* [SEAL]

Name: Russ C. Causey
Title: Chief Executive Officer
Address: 729 E. Pratt Street
Suite 700
Baltimore, MD 21202

Delaware State University (Client)

ATTEST/WITNESS:

Original on File [AL]

Name: _____
Title: _____
Address: _____