

**CONTRACT #9**

**RFS # N/A**

**FA # N/A**

**University of Tennessee**

**VENDOR:**

**UC4 Software, Inc.**

  
THE UNIVERSITY of TENNESSEE  
KNOXVILLE, CHATTANOOGA, MARTIN, TULLAHOMA, MEMPHIS

OFFICE OF THE TREASURER

December 1, 2010

Mr. Jim White  
Executive Director  
Fiscal Review Committee  
320 Sixth Avenue, North – 8<sup>th</sup> Floor  
Nashville, TN 37243-0057

RECEIVED

DEC 01 2010

FISCAL REVIEW

Dear Mr. White:

The University of Tennessee is respectfully submitting a second contract amendment for the acquisition of additional software functionality from UC4 Software, Inc. for the Knoxville campus. The original contract was as a result of a bid, and the contract maximum was less than \$250,000 as of the first contract amendment.

The UC4 Software provides automated procedures in the student systems functionality for use with the Banner Student Information System. Amendment Two provides for the acquisition of a Windows Agent license for use by the UT Knoxville campus. The amendment also adds a year of maintenance for the original UC4 software purchased for the Knoxville, Chattanooga, and Memphis campuses.

By utilizing UC4 Windows Agent for the Knoxville campus, we are able to automate multiple file downloads on a daily basis, increase accuracy and timeliness, and reduce processing time. Multiple daily file downloads became necessary due to the introduction of the U.S. Department of Education Direct Loan Program. If you have questions or need additional information, please let me know.

Respectfully,



Mary Carr McDonald  
Director of Contracts

c: Dr. Jan Simek  
Joel Reeves  
Anthony Haynes  
Charles M. Peccolo

**Supplemental Documentation Required for  
Fiscal Review Committee**

*Contact Name:	Mary McDonald	*Contact Phone:	865-974-2302
*Original Contract Number:	N/A	*Original RFS Number:	N/A
Edison Contract Number: <i>(if applicable)</i>	N/A	Edison RFS Number: <i>(if applicable)</i>	N/A
*Original Contract Begin Date:	October 16, 2009	*Current End Date:	October 27, 2012
Current Request Amendment Number: <i>(if applicable)</i>	2		
Proposed Amendment Effective Date: <i>(if applicable)</i>	01/31/2011		
*Department Submitting:	The University of Tennessee		
*Division:	University Wide Administration		
*Date Submitted:	December 1, 2010		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>			
*Contract Vendor Name:	UC4 Software, Inc.		
*Current Maximum Liability:	\$247,488.00		
<b>*Current Contract Allocation by Fiscal Year:</b> <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY:2010	FY:2011	FY:2012	
\$161,989	\$81,929	\$3,570	
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <i>(attach backup documentation from STARS or FDAS report)</i>			
FY:2010	FY:2011	FY:2012	
\$161,989	\$42,918		
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the	N/A		

## Supplemental Documentation Required for Fiscal Review Committee

reasons and explain how funding was acquired to pay the overage:			
*Contract Funding Source/Amount:	State: \$247,488 00	Federal:	
Interdepartmental:		Other:	
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
October 28, 2010		Purchased Agent -Windows Agent- Tier 05 for Production and Non-Production clients and 5 days of consulting for UT Chattanooga.	
Method of Original Award: <i>(if applicable)</i>		Bid	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		Total projected costs through Amendment 1 are \$247,488.	

## Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

**Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.**

Deliverable description:	FY:2010	FY:2011	FY:2012	FY:	FY:
Second Amendment - Purchased Agent - Windows Agent- Tier 07 for Production and Non-Production clients and 5 days of implementation consulting for UT Knoxville.		\$41,500	\$5,250		
Second Amendment - Extension of Maintenance for third year (October 16, 2011 through October 15, 2012) for originally bid licensed products of Master License for Production and Non-Production clients and Graphical Analysis Package.			\$23,539		
First Amendment - Purchased Agent - Windows Agent- Tier 05 for Production and Non-Production clients and 5 days of implementation consulting for UI Chattanooga.		\$31,900	\$3,570		
Original Contract – Master License, Graphical Analysis Package, Maintenance, Implementation and Training services	\$161,989	\$50,029			
<b>Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.</b>					
Deliverable description:	FY:	FY:	FY:	FY:	FY:
Estimated savings realized due to less processing manpower	\$32,000	\$32,000	\$32,000		
<b>Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.</b>					
Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Supplemental Documentation Required for  
Fiscal Review Committee

N/A					
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

# CONTRACT SUMMARY SHEET

021408

<b>RFS #</b>	<b>Contract #</b>
<b>UT Contract Number TBD</b>	<b>N/A</b>

<b>State Agency</b>	<b>State Agency Division</b>
University of Tennessee	UT University Wide Administration

<b>Contractor Name</b>	<b>Contractor ID # (FEIN or SSN)</b>
UC4 Software, Inc.	<input type="checkbox"/> C- or <input type="checkbox"/> V-

**Service Description**

Purchase software and implementation services for products to add to Banner Student Information System to automate procedures in the student systems area.

<b>Contract BEGIN Date</b>	<b>Contract END Date</b>	<b>Subrecipient or Vendor?</b>	<b>CFDA #</b>
16-Oct-09	27-Oct-12	Vendor	N/A

**Mark Each TRUE Statement**

<input type="checkbox"/> <b>N/A Contractor is on STARS</b>	<input type="checkbox"/> <b>Contractor's Form W-9 is on file in Accounts</b>
--	--

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
332.1	N/A	N/A	N/A	N/A	N/A

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010-12	\$ 212,018.00				\$ 212,018.00
2011-13	\$ 35,470.00				\$ 35,470.00
					\$ -
					\$ -
<b>TOTAL</b>	<b>\$ 247,488.00</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 247,488.00</b>

COMPLETE FOR AMENDMENTS ONLY			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Mary Carr McDonald 865-974-6326

State Agency Budget Officer Approval			
2010-13	\$ 247,488.00	\$ 70,289.00	Charles M. Peccolo, Treasurer

**Funding Certification** (certification required by T.C.A. § 9-4-513 that there is a balance in the appropriation from which the obligated expenditures required to be paid that is not otherwise encumbered to pay obligations previously incurred)

<b>TOTAL</b>	\$ 247,488.00	\$ 70,289.00
<b>End Date</b>	10/27/2012	1/30/2013

**Contractor Ownership** (complete only for base contracts with contract # prefix FA or GR)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> Small Business	<input checked="" type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged---	

**Contractor Selection Method** (complete for ALL base contracts -- N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other

**Procurement Process Summary** (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

Purchase software and implementation services for products to add to Banner Student Information System to automate procedures in the student systems area. UC4 is the job automation software UT campuses use with the recently deployed Banner Student Information system. Original bid contract was used to purchase the Master License, Graphical Analysis Package, maintenance, implementation, and training services for the Knoxville, Chattanooga, and Memphis campuses. The first amendment was used to purchase the Windows Agent license, maintenance, and implementation services for the Chattanooga campus. This second amendment will be used to purchase the Windows Agent license, maintenance, and implementation services for the Knoxville campus and to extend the maintenance for the original master license and graphical analysis package. Windows Agent products are needed due to implementation of US Dept of Education Direct Loan Program which requires multiple downloads of data due to various sources of data inputs.

endor  
ompany Code

1074406  
UT

ame  
ity

UC4 SOFTWARE INC  
BELLEVUE

St	Document No	Type	Doc. Date	Amount in local cur	Cur	Created On	Created By
o	5101267172	RN	10/30/2009	106,750.00-	USD	2002175620	12/03/2009
o	5101281517	RN	10/30/2009	21,350.00-	USD	2002197626	01/19/2010
o	5101340576	RN	04/28/2010	20,500.00-	USD	2002256332	05/27/2010
o	5101347663	RN	05/28/2010	13,389.00-	USD	2002269845	06/24/2010
o	2402853992	KN	10/25/2010	22,418.00-	USD	2002474630	11/22/2010
o	5101458162	RN	10/28/2010	20,500.00-	USD	2002476423	11/24/2010
*				204,907.00-	USD		

**THE UNIVERSITY OF TENNESSEE  
REQUEST: NON-COMPETITIVE AMENDMENT  
CONTRACT**

1) NCJ Number:	9000005611	Fund Number:	E170163
2) Campus/Institute Name:	University-Wide Administration   IT-Chief Information Office		

**EXISTING CONTRACT INFORMATION**

3) Short Description:	UC4 Windows Agent software product for UT Knoxville		
4) Proposed Vendor:	Name:	UC4 SOFTWARE INC	
	Vendor Number:	1074406	
	Vendor ID:		
5) Original CTS Number:	8500010989		
6) Contract Start Date:	10/16/2009		
7) Current Contract End Date IF all Options to Extend the Contract are Exercised:	10/27/2012		
8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised:	\$ 247,488.00		

**PROPOSED AMENDMENT INFORMATION**

9) Proposed Amendment #	002
10) Proposed Amendment Effective Date:	01/31/2011
11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised:	01/30/2013
12) Proposed Amendment Amount	\$ 70,289.00
13) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised:	\$ 317,777.00
14) Approval Criteria:	Only one uniquely qualified provider able to furnish service
15) Description of the Proposed Amendment Effects & Any Additional Service:	
<p>Purchase of (2) Agent-Windows Agent-Tier 07 Production Environment (Production and Development) at a cost of \$25,000, 2 yr maintenance on both agents at a cost of \$10,250, and 5 days UC4 Standard consulting at UT Knoxville at the cost of \$9000, plus an estimated cost for travel at \$2,500 for a total cost of \$46,750</p> <p>Included in the total cost for NCJ approval is \$23,539 for an additional year of maintenance on our originally purchased software products so that expiration of all products will be in FY 2013.</p>	
16) Explanation of Need for the Proposed Amendment:	
<p>UC4 was selected through competitive bid processes to automate procedures in the student systems area. Purchase of additional agents will allow the campus to increase efficiencies via automation, without spending additional funds on infrastructure or retooling of processes already automated.</p>	
17) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)	
UC4 SOFTWARE INC	
2475 140TH AVE NE	
BELLEVUE	WA 98005
US	USA

**18) Documentation of Office for Information Resources Endorsement: N/A**  
(required only if the subject service involves information technology)

**19) Documentation of Department of Personnel Endorsement: N/A**  
(required only if the subject service involves training for state employees)

**20) Documentation of State Architect Endorsement: N/A**  
(required only if the subject service involves construction or real property related services)

**21) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:**

UC4 was purchased specifically for the Banner implementation via competitive bid process. With the purchase of additional agents, we gain the ability to automate multiple file downloads on a daily basis, increasing the accuracy, timeliness and using less manpower to process.

**22) Justification for the Proposed Non-Competitive Amendment:**

UC4 was purchased specifically for the Banner implementation via competitive bid process. With the purchase of additional agents, we gain the ability to automate multiple file downloads on a daily basis, increasing the accuracy, timeliness and using less manpower to process. Additional consulting is required to set up automation for the U.S. Department of Education's Direct Loan Program which became required in July 2010. The Direct Loan Program requires input from multiple sources, which increases the number of files downloaded each day.

**Amendment # 2**

This Amendment # 2 is between The University of Tennessee, an agency of the State of Tennessee, ("Customer") and UC4 Software, Inc. ("UC4"), collectively referred to as the "parties." The parties agree that this Amendment # 2 amends the Software License, Maintenance and Services Agreement No. 67213 ("SLA") signed by UC4 on October 6, 2009, as amended by Amendment # 1, which was signed by UC4 on October 28, 2010. This Amendment # 2 may only be changed by a written amendment that is signed by authorized officials of both parties.

The parties agree that the SLA is hereby modified as follows:

- A. Paragraph 5.6 is hereby deleted in its entirety and replaced with the following:
  - 5.6 The maximum amount that the Customer will pay for goods and services on Order Forms authorized under this SLA is \$317,777.00 ("Maximum Financial Obligation"). Customer's Maximum Financial Obligation includes goods and services purchased on Software License and Amendment Agreement License and Maintenance Certificates ("Order Forms") 48803, 67213, 96329, 48803-101008S, 48803-101025L, 67213-101123L, and 67213-101123S.
  
- B. The parties agree that Order Forms are hereby modified as follows:
  - (i) Order Form Nos. 48803, 67213, 96329, which have a Maintenance term commencement date of October 6, 2009, shall terminate on October 5, 2012;
  - (ii) Order Form Nos. 48803-101025L and 48803-101008S, which have a Maintenance term commencement date of October 28, 2010 shall terminate on October 27, 2012;
  - (iii) Order Form Nos. 67213-101123L and 67213-101123S shall have a Maintenance term commencing on Effective Date of Order Form and terminating on the 2<sup>nd</sup> anniversary of the Effective Date;
  - (iv) Maintenance Term shall only be extended by written amendment accepted by both parties

**Agreed:**

**UC4 Software, Inc.**

**The University of Tennessee**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

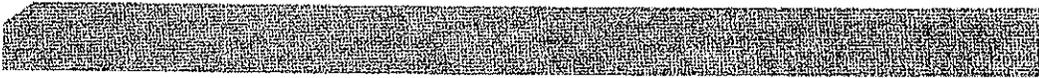
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Order Form No: 67213, 1011230  
 Client is a party to the Software License and Maintenance Agreement  
 'License and Maintenance Certificate'

This Price is only valid if the Order Form is executed by Customer and received by UC4 on or before January 31, 2011

Customer Name:	The University of Tennessee at Knoxville	Customer #:	67213
Type of License:	Perpetual		
Pricing:	Banner	Currency:	USD
Effective Date:		Language:	English

Article Code	Environment	Product	Description	Pricing Metric	Item Quantity	Item Discount	Unit Price (USD)	Total Price (USD)
AM-94-03-07.L	Production	AM-	Agent Windows Agent - Tier 07	Agent	2		12,500	25,000

<b>Total License Fee:</b>							<b>25,000.00</b>
<b>Annual Maintenance Fee:</b>							<b>5,000.00</b>
<b>Total License and First Year Maintenance Fee:</b>							<b>30,000.00</b>

Will Customer be providing a PO Number in order to facilitate payment?

Enter Yes or No	PO Number
-----------------	-----------

**Bill to Contact and Address**

Name: [Redacted]  
 Address: [Redacted]  
 Phone: [Redacted]  
 E-mail: [Redacted]

**Technical Support Contact**

Name: [Redacted]  
 Address: [Redacted]  
 Phone: [Redacted]  
 E-mail: [Redacted]

**Ship to Contact and Address**

Name: [Redacted]  
 Address: [Redacted]  
 Phone: [Redacted]  
 E-mail: [Redacted]

Sales Tax Exempt? Y or N

If tax exempt please provide a copy of the exemption certificate

The terms of the above referenced Software License and Maintenance Agreement, which are attached hereto if an Initial Order Form or which were previously part of an Initial Order Form or Addendum, are an integral part of this Order Form.

No additional terms and conditions will be accepted outside of those in this Order Form. For avoidance of doubt, this Order Form shall not be amended, changed or otherwise affected by the acknowledgment or acceptance of a Purchase Order. These are deemed to be for Customer's convenience only and shall in no way change or add to the terms and conditions of this Order Form.

This Agreement may be executed and delivered by facsimile or electronic signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Each party, intending to be legally bound, has caused this Order Form to be executed below by an authorized representative.

AGREED:

**The University of Tennessee at Knoxville**

ACCEPTED AND AGREED:

**UC4 Software Inc.**

Signature:

Signature:

Name:

Name:

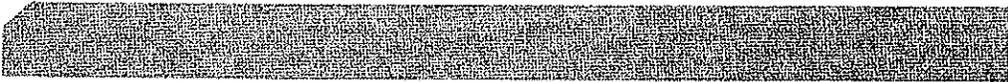
Title:

Title:

Date:

Date:

E-mail or fax one signed copy (along with your PO if you require one) to: SOPS@UC4.com or Fax: 425-644-2266



Order Form No.: 67213\_101123S

Customer is a party to the Professional Services Agreement

These prices are only valid if this Order Form is executed by Customer and received by UC4 on or before January 31, 2011.

Customer's Name:	University of Tennessee-Knoxville
Product Type:	Applications Manager
Effective Date:	

No. of UC4 Days/Attendees	Professional Services Description	Services Fee (USD)	Total Price (USD)
5	UC4 Standard Consulting	\$2,000	\$10,000

Totals		Total Price In USD	
Total Services Fee:			\$10,000
Non-recurring Discount:	10%		-\$1,000
Net Services Fee:			\$9,000

Will Customer be providing a PO or PO Number in order to facilitate payment?

<input type="radio"/> Circle One Below	<input type="checkbox"/> PO Number Below
<input type="radio"/> NO or YES	

Notes:

All amounts are in US dollars (USD) unless otherwise indicated.

Services Fee is to be billed in advance.

Travel and expenses are to be billed separately.

Bill To Contact and Address:

Name:  
Address:  
Phone:  
E-Mail:

Technical Support Contact:

Name:  
Address:  
Phone:  
E-Mail:

Ship To Contact and Address:

Name:  
Address:  
Phone:  
E-Mail:

Sales Tax Exempt? Y or N

If tax exempt, please provide a copy of the exemption certificate.

Address Services will be performed: \_\_\_\_\_

Number of UC4 Days Prepaid: 5 (Any unused UC4 Days shall expire on the first anniversary of the Effective Date)

Travel Expenses are not included in the above reference fees and will be billed as incurred.

The terms of the above referenced Software License and Maintenance Agreement and/or Professional Services Agreement, which are attached hereto if an Initial Order Form, or which were previously part of an Initial Order Form or Addendum, are an Integral part of this Order Form

No additional terms and conditions will be accepted outside of those in this Order Form. For avoidance of doubt, this Order Form shall not be amended, changed or otherwise affected by the acknowledgment or acceptance of a Purchase Order. These are deemed to be for Customer's convenience only and shall in no way change or add to the terms and conditions of this Order Form

This Order Form does not imply or offer upgrades to products or Partner products in the future and is limited to the workmanship, validation and testing of the services provided

Because the consulting engagement requires UC4 to allocate valuable resources on a scheduled basis, UC4 reserves the right to impose a cancellation fee/rescheduling fee in the event that, a consulting engagement is cancelled or rescheduled by customer as set forth below:

Cancellation or rescheduling by customer is less than 10 calendar days prior to commencement of the consulting engagement = 25% cancellation/rescheduling fee based upon the remaining undelivered value of the consulting engagement

Cancellation or rescheduling by customer is less than 5 calendar days prior to commencement of the consulting engagement = 50% cancellation

/rescheduling fee based upon the remaining undelivered value of the consulting engagement

The cancellation/rescheduling fee shall be invoiced to customer by UC4 as of the date of cancellation or rescheduling and shall be immediately payable by customer to UC4 upon receipt of the invoice.

UC4 may suspend performance of all agreements with the Customer, in the event that customer does not timely pay any invoice for a cancellation/rescheduling fee.

This Agreement may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

Each party, intending to be legally bound, has caused this Order Form to be executed below by an authorized representative

**AGREED:**  
University of Tennessee-Knoxville

**ACCEPTED AND AGREED:**  
UC4 Software, Inc.

**Signature:**

**Signature:**

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

Email or fax one signed copy (along with your PO if you require one) to: SOPS@UC4.com or Fax: 425-644-2266

**THE UNIVERSITY OF TENNESSEE  
REQUEST: NON-COMPETITIVE AMENDMENT  
CONTRACT**

1) NCJ Number:	900005666	Fund Number:	E170163
2) Campus/Institute Name:	University-Wide Administration   IT-Chief Information Office		

**EXISTING CONTRACT INFORMATION**

3) Short Description:	UC4 Software Windows Agent for UT-Chattanooga		
4) Proposed Vendor:	Name:	UC4 SOFTWARE INC	
	Vendor Number:	1074406	
	Vendor ID:		
5) Original CTS Number:	8500010989		
6) Contract Start Date:	10/16/2009		
7) Current Contract End Date IF all Options to Extend the Contract are Exercised:	10/15/2011		
8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised:	\$ 212,018.00		

**PROPOSED AMENDMENT INFORMATION**

9) Proposed Amendment #	001
10) Proposed Amendment Effective Date:	10/22/2010
11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised:	10/27/2012
12) Proposed Amendment Amount	\$ 35,470.00
13) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised:	\$ 247,488.00
14) Approval Criteria:	Only one uniquely qualified provider able to furnish service
15) Description of the Proposed Amendment Effects & Any Additional Service:	
<p>Purchase for the Chattanooga campus of (1) Agent-Windows Agent-Tier 05 Production Environment (\$8500), (1) Agent-Windows Agent-Tier 05 Non-Production Environment (\$8500), and 5 days UC4 Standard consulting beginning October 2010 through October 2012 at UT Chattanooga (\$9000) plus travel (\$2500). Maintenance is provided for two years (\$6970)</p> <p>UC4 is the job automation software UT campuses use with the recently deployed Banner Student Information system. Use of UC4 software can be expanded to other systems by purchasing additional agents. The Chattanooga campus plans to deploy processes on other systems, resulting in efficiency gains through automation. The additional training/consulting requested will speed up implementation of automated processes.</p>	
16) Explanation of Need for the Proposed Amendment:	
<p>UC4 was selected through competitive bid processes to automate procedures in the student systems area. Purchase of additional agents will allow the campus to increase efficiencies via automation, without spending additional funds on infrastructure or retooling of processes already automated.</p>	
17) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)	
UC4 SOFTWARE INC	
2475 140TH AVE NE	
BELLEVUE	WA 98005
US	USA

18) Documentation of Office for Information Resources Endorsement: N/A  
(required only if the subject service involves information technology)

19) Documentation of Department of Personnel Endorsement: N/A  
(required only if the subject service involves training for state employees)

20) Documentation of State Architect Endorsement: N/A  
(required only if the subject service involves construction or real property related services)

**21) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:**

UC4 was purchased specifically for the Banner implementation via competitive bid process  
Other job scheduling products exists, but would require additional infrastructure costs,  
deployment and retooling of processes already bid.

**22) Justification for the Proposed Non-Competitive Amendment:**

UC4 was purchased specifically for the Banner implementation via competitive bid process.  
Other job scheduling products exists, but would require additional infrastructure costs,  
deployment and retooling of processes already bid. Expanded use of the UC4 infrastructure  
by purchasing additional agents avoids new servers, installation and rework of existing  
processes.

### Amendment # 1

This Amendment # 1 is between The University of Tennessee, an agency of the State of Tennessee, ("Customer") and UC4 Software, Inc ("UC4"), collectively referred to as the "parties." The parties agree that this Amendment # 1 is fully incorporated in the Software License, Maintenance and Services Agreement No 67213 (SLA) accepted by UC4 on October 6, 2009. Further, the parties agree that the terms of this Amendment # 1 shall prevail over any conflicting terms in all other documents between the parties. This Amendment # 1 may only be changed by a written amendment that is signed by authorized officials of both parties.

The parties agree that the SLA is hereby modified as follows:

A. Paragraph 5.6 is added to the Section 5. PAYMENT as follows:

5.6 The maximum amount that the Customer will pay for goods and services on Order Forms authorized under this SLA is \$247,488.00 ("Maximum Financial Obligation"). Customer's Maximum Financial Obligation includes goods and services purchased on Software License and Amendment Agreement License and Maintenance Certificates ("Order Forms") 48803, 67213, 96329, 48803-101008S and 48803-101025L.

B. Paragraphs 7.5 and 8.4 are deleted and replaced with the following:

Notwithstanding anything herein to the contrary in this agreement, the parties agree that no limitation of liability or warranty by licensor shall be less than two (2) times the contract value or limit licensor's liability for intentional torts, criminal acts, or fraudulent conduct.

C. Paragraph 13.15 and 13.16 are added to Section 13. GENERAL as follows:

13.15 In compliance with the requirements of Tenn Code Ann § 12-4-124, UC4 hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of services provided in Order Forms and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of services provided in Order Forms.

13.16 Customer does not electronically sign (or "e-sign") documents and such electronic signatures will not be binding on Customer. Any change, modification, or waiver of any term of SLA or Order Forms shall not be valid unless it is in writing and signed by both the Customer and UC4.

The parties agree that Order Forms are hereby modified as follows:

Order Form Nos 48803, 67213, 96329, which have a Maintenance term commencement date of October 6, 2009, shall terminate on October 5, 2011. Order Form No 48803-101025L shall have a Maintenance term commencing on Effective Date of Order Form and terminating on the 2<sup>nd</sup> anniversary of the Effective Date. Order Form No. 48803-101008S shall have a performance period commencing on the Effective Date of Order Form and terminating on the 2<sup>nd</sup> anniversary of the Effective Date. Maintenance Term shall only be extended by written amendment accepted by both parties.

Customer's Name on Order Forms is The University of Tennessee. Customer's Name shown on Order Forms shall include the phrase "on behalf of its campus of" immediately following the dash mark "-".

Agreed:

UC4 Software, Inc.

Signature: [Signature]

Name: **Robert Ron**  
Vice President, Finance and Global Operations

Title: \_\_\_\_\_

Date: 10/28/10

The University of Tennessee

Signature: [Signature]

Name: **Charles M. Paccolo**  
Treasurer

Title: \_\_\_\_\_

Date: OCT 27 2010



Order Form No: 48803-1010251  
 Client is a party to the Software License and Maintenance Agreement  
 License and Maintenance Certificate

These prices are only valid if this Order Form is executed by Customer and received by UC4 on or before October 31, 2010

Customer Name:		University of Tennessee on behalf of University of Tennessee-Chattanooga			Customer #:		48803	
Type of License:		Perpetual			Pricing:		Banner	
Effective Date:		25-Oct-10			Currency:		USD	
					Language:		English	
Article Code	Environment	Product	Description	Pricing Metric	Item Quantity	Item Discount	Unit Price (USD)	Total Price (USD)
AM-94-03-05.L	Production	AM	Agent - Windows Agent - Tier 05	Agent	1		10,000	10,000
AM-94-03-05.L	Non-Production	AM	Agent - Windows Agent - Tier 05	Agent	1		10,000	10,000
Totals								20,000.00
Total License Fee:								20,000.00
Non-recurring Discount:								15%
Net License Fee:								17,000.00
Annual Maintenance Fee:								3,400.00
Total License and First Year Maintenance Fee:								20,400.00

Will Customer be providing a PO Number in order to facilitate payment?

Enter 'Yes' or 'No'	PO Number:
---------------------	------------

**Bill to Contact and Address**

Name:  
 Address:  
 Phone:  
 E-mail:

**Technical Support Contact**

Name:  
 Address:  
 Phone:  
 E-mail:

**Ship to Contact and Address**

Name:  
 Address:  
 Phone:  
 E-mail:

Sales Tax Exempt? Y or N

If tax exempt please provide a copy of the exemption certificate

The terms of the above referenced Software License and Maintenance Agreement, which are attached hereto if an Initial Order Form or which were previously part of an Initial Order Form or Addendum are an integral part of this Order Form

No additional terms and conditions will be accepted outside of those in this Order Form. For avoidance of doubt, this Order Form shall not be amended, changed or otherwise affected by the acknowledgment or acceptance of a Purchase Order. These are deemed to be for Customer's convenience only and shall in no way change or add to the terms and conditions of this Order Form

This Agreement may be executed and delivered by facsimile signature and in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument

Each party intending to be legally bound has caused this Order Form to be executed below by an authorized representative

**AGREED:**

University of Tennessee  
 on behalf of

Signature:

Name: Charles M Peccolo  
 Title: Treasurer  
 Date: OCT 27 2010

**ACCEPTED AND AGREED:**

UC4 Software, Inc

by:  
 or:  
 yet:

Signature: Robert Ron  
 Title: Vice President, Finance and Global Operations  
 Initials: cd/rlco

Email or fax one signed copy (along with your PO if you require one) to: SOPS@UC4.com or Fax: 425-544-2266



Order Form No. : 48803\_101008S

Customer is a party to the Professional Services Agreement

These prices are only valid if this Order Form is executed by Customer and received by UC4 on or before October 31, 2010.

Customer's Name:	University of Tennessee-Chattanooga
Product Type:	Applications Manager
Effective Date:	8-Oct

No. of UC4 Days/Attendees	Professional Services Description	Services Fee (USD)	Total Price (USD)
5	UC4 Standard Consulting	\$2,000	\$10,000

Totals		Total Price In USD	
Total Services Fee:			\$10,000
Non-recurring Discount:	10%		-\$1,000
Net Services Fee:			\$9,000

Will Customer be providing a PO or PO Number in order to facilitate payment?

Circle One Below	PO Number Below
NO or YES	

Notes:

All amounts are in US dollars (USD) unless otherwise indicated.

Services Fee is to be billed in advance.

Travel and expenses are to be billed separately.

Bill To Contact and Address:

Name:  
Address:  
Phone:  
E-Mail:

Technical Support Contact:

Name:  
Address:  
Phone:  
E-Mail:

Ship To Contact and Address:

Name:  
Address:  
Phone:  
E-Mail:

Sales Tax Exempt? Y or N

If tax exempt, please provide a copy of the exemption certificate

Address Services will be performed: \_\_\_\_\_

Number of UC4 Days Prepaid: 5 (Any unused UC4 Days shall expire on the first anniversary of the Effective Date)

Travel Expenses are not included in the above reference fees and will be billed as incurred

The terms of the above referenced Software License and Maintenance Agreement and/or Professional Services Agreement, which are attached hereto if an Initial Order Form, or which were previously part of an Initial Order Form or Addendum, are an integral part of this Order Form

No additional terms and conditions will be accepted outside of those in this Order Form. For avoidance of doubt, this Order Form shall not be amended, changed or otherwise affected by the acknowledgment or acceptance of a Purchase Order. These are deemed to be for Customer's convenience only and shall in no way change or add to the terms and conditions of this Order Form

This Order Form does not imply or offer upgrades to products or Partner products in the future and is limited to the workmanship, validation and testing of the services provided

Because the consulting engagement requires UC4 to allocate valuable resources on a scheduled basis, UC4 reserves the right to impose a cancellation fee/rescheduling fee in the event that, a consulting engagement is cancelled or rescheduled by customer as set forth below:

Cancellation or rescheduling by customer is less than 10 calendar days prior to commencement of the consulting engagement = 25% cancellation/rescheduling fee based upon the remaining undelivered value of the consulting engagement

Cancellation or rescheduling by customer is less than 5 calendar days prior to commencement of the consulting engagement = 50% cancellation

/rescheduling fee based upon the remaining undelivered value of the consulting engagement

The cancellation/rescheduling fee shall be invoiced to customer by UC4 as of the date of cancellation or rescheduling and shall be immediately payable by customer to UC4 upon receipt of the invoice

UC4 may suspend performance of all agreements with the Customer, in the event that customer does not timely pay any invoice for a cancellation/rescheduling fee

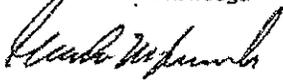
This Agreement may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

Each party, intending to be legally bound, has caused this Order Form to be executed below by an authorized representative

**AGREED:**

University of Tennessee-Chattanooga

Signature:



Name:

Charles M Peccolo  
Treasurer

Title:

Date:

OCT 27 2010

**ACCEPTED AND AGREED:**

UC4 Software, Inc.

Signature:



Name:

Robert Ron

Title:

Vice President, Finance and Global Operations

Date:

10/28/10

Email or fax one signed copy (along with your PO if you require one) to: SOPS@UC4.com or Fax: 425-644-2266



**University of Tennessee  
Software License, Maintenance and Services Agreement No : 67213  
Terms**

This Software License, Maintenance and Services Agreement ("Agreement") is by and between UC4 Software, Inc ("Licensor") and the University of Tennessee ("Licensee") This Agreement is made in the state in which the Licensee resides

**1 DEFINITIONS**

- 1.1 "Deliverables" means any custom computer code and related Documentation provided to Licensee by Licensor pursuant to the Services under this Agreement. Such deliverables and any fees for such will be identified in an Order Form Deliverables are licensed under the same terms as Software
- 1.2 "Documentation" means any explanatory, written, electronic or digital version of user information or user operating instructions, including, but not limited to, user guides and reference manuals available from Licensor for use with the Software or Deliverables by a user, Documentation is licensed under the same terms as Software
- 1.3 "Effective Date" means the date this Agreement becomes effective, which is the earlier of: (1) the date when the last party executes; or (2) the date of delivery of the Software to Licensee, if it predates the date established in (1)
- 1.4 "Installation Date" means the date Licensor completes installation of Software in accordance with Licensor's standard installation procedures or the tenth (10th) day following the delivery of the Software if Licensee is self installing
- 1.5 "Maintenance" means Licensor's standard maintenance services available to users of the Software in general, as are identified in the conditions set forth in Schedule 1 to this Agreement
- 1.6 "Order Form" means the various forms of Software License, and Maintenance Certificate (LMC) Order Forms referenced in the definition of "Software" which, among other things, names the Software and may identify the term, number of units licensed, release level, version number, type of license, the operating system on which the Software will run, as applicable, as well as identify applicable License and Maintenance fees, and the Professional Services ("PSA") Order Forms referenced in the definition of "Services"
- 1.7 "RFQ" means the University of Tennessee Request for Quote (RFQ) 20040 33 document, including Licensor's response, which was executed by Licensor on June 23, 2009 with the following revisions and clarifications added as if they were originally incorporated as part of the RFQ: (a) For avoidance of doubt, Section 25 of the General Bid Conditions "Disputes" only applies to the bid process in the RFQ, and not to any contractual terms; (b) as submitted in the original RFQ, Section 37 of the General Bid Conditions "Inspection" must be modified to read that "inspection" related to delivered software will only be to the documented specifications delivered with that software; (c) the pricing provided for individual universities as part of the RFQ is only applicable to the initial purchase for these universities, and not master pricing for future purchases.
- 1.8 "Services" means services provided by Licensor to Licensee as expressly identified in the Order Form
- 1.9 "Software" means the object code version of the computer programs identified in the initial License and Maintenance Certificate ("Initial Order Form"), or a Supplemental License and Maintenance Certificate ("Supplemental Order Form") duly executed between the Parties or an Amended License and Maintenance Certificate duly executed by the Parties ("Amended Order Form"). Where designated by Licensor, Software also means any other form of computer programs identified in Initial Order Form, a Supplemental Order Form or an Amended Order Form Software, as defined, includes Documentation
- 1.10 "Third Party Product" means a work owned by a third party to run as a separate computer program that provides enhanced functionality to the Software
- 1.11 "Update" means any changes to the Software made available by Licensor to Licensee as part of Maintenance, such as error corrections, fixes, patches and maintenance releases
- 1.12 "Upgrade" means any addition to the Software such as an additional or new module, component or feature

**2 LICENSE**

2.1 Subject to the terms and conditions of this Agreement, Licensor grants to Licensee, upon Licensee's full payment of the applicable fees, a non-exclusive, non-transferable, non-assignable license to install and use the Software and

UC4, UC4 drives the enterprise, UC4 global, UC4 Accelerator and AppWork are trademarks owned by UC4 Software GmbH ("UC4 Software") or its affiliated companies in the United States and/or other countries. All such marks may be used by permission only and are subject to the written license terms. This software/computer program is proprietary and confidential to UC4 Software and is only available for access and use under approved written license terms.

This software/computer program is further protected by copyright law, international treaties and other domestic and international laws and any unauthorized access or use gives rise to civil and criminal penalties. Unauthorized copying or other reproduction in any form, in whole or in part, disassembly, decompilation, reverse engineering, modification, development of any derivative works, all strictly prohibited and any party or parties engaging in such will be prosecuted by UC4 Software

UC4 Software, Inc. is the founder designated by UC4 Software in the United States and other specifically identified countries

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Initials: *JK*

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Deliverables internally, as described in the RFQ and as designated in and limited by the initial Order Form attached hereto. The initial Order Form, any Supplemental Order Form or any Amended Order Form may individually be referred to herein as well as "LMC" and may collectively be referred to herein as "LMCs". Each Order Form/LMC must reference this Agreement by number and must be duly executed by the Parties. An Order Form executed after the initial Order Form shall designate if it supplements or amends the initial Order Form.

2.2 The License type is designated in an LMC. License fees are based upon the License type selected which may be changed, from time to time, by the Parties mutually accepting and executing another Order Form.

2.3 Provided Licensee is in compliance with the terms of this Agreement, Licensor agrees to provide Licensee with the Software and Documentation and associated Software License keys as well as any Deliverables as called for by a duly executed LMC.

2.4 Unless otherwise stipulated in any LMC, any ideas, concepts, know-how, data-processing techniques, computer programs or materials, including but not limited to, modifications or derivative works of the Software or Deliverables, developed by Licensor's personnel in connection with this Agreement shall be owned by Licensor and Licensor hereby grants to Licensee a license in the same manner as the license for the Software under this Agreement. The ownership of Third Party Products is not affected by this Agreement.

2.5 The provisions of this Agreement in respect to protection of the Software are in addition to and not in lieu of the protections available to Licensor under applicable law.

2.6 Licensor reserves all rights to inventions, patents and copyrights and other proprietary rights as well as all computer programs in any way relating to the Software or Deliverables, under any and all local, state, provincial, or federal laws, rules and regulations.

2.7 If any Software is provided by Licensor on a no charge basis or trial basis, such is nevertheless subject to all the terms and conditions of this Agreement. If the LMC indicates that a trial license period applies to this License, then this License shall terminate immediately upon the termination of the trial license period, unless Licensee shall have paid the initial license fee designated by Licensor prior to such date.

### 3 LICENSE RESTRICTIONS

3.1 This Agreement does not transfer to Licensee or any other person or entity any right, title or interest in and to the Software or Deliverables, except as to the limited license right of Licensee to install and use such as expressly provided for by this Agreement.

3.2 Licensee shall not use the Software or Deliverables, except as designated in an LMC.

3.3 Licensee shall not copy, reproduce or transmit the Software or Deliverables in any form, except that Licensee may make copies for archival purposes only, of each authorized original form, for which Licensee has been given a valid and effective Software License key by Licensor.

3.4 Licensee may not, directly or indirectly: (a) sell, rent, lease, sublicense, lend, allow access to or otherwise make available, the Software or Deliverable to any entity or person; (b) make modifications to, or generate any derivative work or computer program from, the Software or the Deliverable; (c) distribute, charge or receive any fee for access or use of the Software or Deliverable; or (d) copy, reverse engineer, reverse compile, disassemble, decompile or otherwise manipulate the Software or Deliverable or attempt to derive information from such.

### 4 LICENSEE RESPONSIBILITIES AND REPRESENTATIONS

4.1 Licensee acknowledges it has determined that the Software and Deliverables licensed under this Agreement meets its requirements.

4.2 Licensee shall be solely responsible for operations and the establishment and continuation of a proper and sufficient operating environment. Additionally, Licensee shall be solely responsible for operation of computer equipment and any related computer programs, including any operating system.

4.3 Licensee shall ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Software and Deliverables and that the Software and Deliverables are used in accordance with the Documentation.

4.4 Licensee shall be solely responsible for back-up of all data, computer systems and computer programs.

4.5 Licensee is responsible for complying with all rules, regulations and laws relating to the use of the Software and Deliverables.

4.6 Licensee represents to Licensor that Licensee is not now and has never been on the U.S. Department of the Treasury, Office of Foreign Assets Control, SDN list or any other disqualifying list of such agency or any other U.S. governmental agency. Licensee represents that Licensee is now and will be, while this Agreement, is in effect, in compliance with the U.S. Patriot Act.

4.7 Licensee represents to Licensor that Licensee is now and will be, while this Agreement is in effect, in compliance with the Foreign Corrupt Practices Act.

Initials *MD*

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4.8 Licensee acknowledges that the laws and regulations of the U.S. may restrict export and independent of the contractual limitations set forth in this Agreement the Software and Deliverables shall not be exported by Licensee in violation of any export provisions of the U.S. Licensee acknowledges that the laws and regulations of countries other than the U.S. may restrict the import and independent of the contractual limitations set forth in this Agreement, the Software and Deliverables shall not be imported by Licensee to any country without the prior written consent of Licensor. Licensee warrants and represents to Licensor that Licensee is not an ineligible party under any applicable law, regulation or rule.

4.9 Licensee represents to Licensor that Licensee shall not, directly or indirectly, solicit to employ/engage or actually employ/engage, any employee or individual contractor of Licensor, while Licensee is actively using the Software or Deliverables.

#### 5 PAYMENT

5.1 All payments under this Agreement shall be made in U.S. dollars. Payment is due net thirty (30) days from receipt of the invoice, and if not paid when due, will be subject to interest at the maximum rate permitted by applicable law, calculated from the date when payment becomes overdue, until the date when payment in full is made. Invoices for Software are issued upon delivery of the Software or the applicable Software License keys. Maintenance is invoiced in advance as specified in an LMC. Services are invoiced as specified in an LMC.

5.2 The University will pay taxes imposed directly on it.

5.3 All reasonable out-of-pocket expenses actually incurred by Licensor in connection with Services and on-site Maintenance provided under this Agreement, including, but not limited to travel, lodging, and meal expenses, shall be invoiced by Licensor at actual cost incurred by Licensor and Licensee shall promptly pay Licensor for such costs and expenses, subject to the reimbursement policy of Licensee. Licensee is responsible for all shipping charges.

5.4 Applicable charges for the Services provided under this Agreement and payment schedule for such shall be as set forth in the RFQ or an applicable Order Form, which may include a Statement of Work ("SOW"). Unless indicated to the contrary in an applicable Order Form, charges based upon time and material work shall be determined by computing the actual number of days or hours spent by each skill level of Licensor personnel in rendering the Services and multiplying same by the applicable rate for each such skill level. No overtime or weekend work is contemplated. Should Licensor personnel be available to render the Services outside of Licensor's normal office hours which is defined as 7:00 AM - 7:00 PM Monday through Friday, as a result of constraints imposed by Licensee, Licensor shall be entitled to charge, in addition to its normal rates, a premium of fifty percent (50%) of the normal rate, for such worked. Unless otherwise specified in an applicable Order Form, all rates and charges specified in this Agreement are subject to those outlined in the RFQ.

5.5 Licensor reserves the right to suspend performance of this Agreement, including, the rendition of Maintenance or Services, if Licensee is in breach of any provision of this Agreement.

#### 6 MAINTENANCE AND SERVICES

6.1 Licensor will not be obligated to provide any support in respect to the Software or Deliverables, except as to Maintenance identified in Schedule 1 hereto and as specified in the RFQ or in an Order Form, and in all events subject to the payment by Licensee to Licensor of all applicable fees specified in the RFQ under this Agreement. Licensee shall pay Licensor, at Licensor's then applicable rates in the event of work by Licensor outside of the scope of Schedule 1 in respect to Maintenance or Deliverables in respect to Services.

6.2 Commencing with the Effective Date of the LMC and continuing for a term two (2) years thereafter, Licensee will receive Maintenance for the Software as specified in Schedule 1 and Licensee agrees to pay a yearly fee on each anniversary of the Effective Date. Following the initial term of two (2) years, unless otherwise agreed in writing, Maintenance will renew annually for subsequent one year terms, until terminated by either party upon written notice to the other party and upon mutual acceptance of both parties, at least sixty (60) days prior to the expiration of the then current term.

6.3 The fees for Maintenance are subject to annual increase not to exceed five (5%) percent, based on the last invoiced annual Maintenance fee.

6.4 Licensor has right to assign personnel (employees or independent contractors), who are, in Licensor's sole judgment, qualified to render the Maintenance and Services. The parties acknowledge that performance by Licensor is subject to the availability of qualified personnel of Licensor. The time required for the performance of Maintenance and Services and the development of Deliverables cannot be accurately assessed in advance; consequently, all dates or time quoted are estimates only.

6.5 Licensee shall provide all such information, data, documentation and equipment as may be reasonably required by Licensor to enable it to meet its obligations under this Agreement, and provide a coordinator familiar with and knowledgeable in the system environment, business and procedures of Licensee, who has authority to make definite decisions relating to Services and Maintenance. Licensee shall further provide sufficient computer time and such other physical and human resources as may be reasonably required by Licensor in connection with Services and Maintenance.

6.6 The parties acknowledge that it is not always economically possible to produce Software, Services or Deliverables which are error free and that not all errors are necessarily capable of correction nor are they of such magnitude as to require correction. Licensor will use reasonable effort to determine the source of a reported problem and to correct all

problems reported to Licensor by Licensee. If Licensor identifies a problem as arising from non-Licensor components or work, or from unauthorized use or modification, Licensor reserves the right to charge Licensee for correcting any such problem.

6.7 Licensee agrees that no party other than Licensor is permitted to access or use the Software for purposes of any form of services in respect to the Software, irrespective if Maintenance is or is not in effect.

#### 7 LICENSOR'S WARRANTIES AND DISCLAIMERS

7.1 Licensor warrants that it has the right to accept and enter into this Agreement in and that the Software, in its unaltered form, will conform in all material respects to Licensor's then published functional specifications for a period of ninety (90) days from delivery, provided such Software is used in a manner consistent with such published functional specifications, including any minimum equipment and computer program configuration requirements. Licensor does not warrant that the Software is bug-free or error free. Licensor will satisfy its warranty, if it uses reasonable efforts to correct any significant deviations from published functional specifications, as are reported by Licensee to Licensor in writing, during the warranty period.

7.2 Licensor warrants that, except in respect to the Software license keys from Licensor, at the time of delivery by Licensor, no portion of the Software or Deliverables shall contain, any "back door", "time bomb", "trojan horse", "worm", "drop dead device", "virus" or other computer routines or components designed to (i) permit access or use by any party not authorized by this Agreement, (ii) disable, damage or erase the Software or Deliverables or data, (iii) limit authorized use or capability or (iv) perform any other such like actions.

7.3 EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SOFTWARE AND DELIVERABLES PROVIDED HEREUNDER ARE SUPPLIED "AS IS", WITHOUT ANY WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OF THE USE OF, THE SOFTWARE OR DELIVERABLES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE, AND LICENSEE RELIES ON THE SOFTWARE AND DELIVERABLES AND THEIR RESULTS SOLELY AT LICENSEE'S OWN RISK.

7.4 EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, MAINTENANCE AND SERVICES (INCLUDING DELIVERABLES) ARE SUPPLIED "AS IS", WITHOUT ANY WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF QUALITY OR REASONABLE SKILL AND CARE, OR OUTCOME OR RESULTS.

7.5 Notwithstanding anything to the contrary in this agreement, the parties agree that no limitation of liability or warranty by licensor shall be less than two (2) times the contract value.

#### 8 LICENSOR'S LIMITATIONS OF LIABILITY

8.1 IN NO EVENT SHALL LICENSOR BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR LOSS OF PROFITS OR BUSINESS OPPORTUNITY, EVEN IF LICENSOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR BE LIABLE FOR LOSS OF OR DAMAGE TO DATA, COMPUTER SYSTEMS OR COMPUTER PROGRAMS. LICENSOR'S LIABILITY, IF ANY, FOR DIRECT DAMAGES OF ANY FORM SHALL BE LIMITED TO ACTUAL DAMAGES, NOT IN EXCESS OF AMOUNTS PAID TO LICENSOR BY LICENSEE PURSUANT TO THIS AGREEMENT.

8.2 IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY EVENTS BEYOND ITS CONTROL, INCLUDING ANY INSTANCE OF FORCE MAJEURE. IN NO EVENT SHALL LICENSOR BE LIABLE FOR THE ACTS OR OMISSIONS OF LICENSEE OR ANY THIRD PARTY.

8.3 Since the performance of Licensee's computer system cannot be accurately calculated in advance of actual use, any information given or statements made by Licensor to Licensee (whether before or after the date of this Agreement) as to the capacity, throughput or performance of Licensee's computer system, shall be deemed to be expressions of expectations and not statements of fact or representations. Licensee represents that no information has been supplied by Licensor and no statement has been made by Licensor on which the Licensee has relied to enter into this Agreement, except as expressly provided for in this Agreement.

8.4 Notwithstanding anything to the contrary in this agreement, the parties agree that no limitation of liability or warranty by licensor shall be less than two (2) times the contract value.

#### 9 CONFIDENTIALITY

9.1 To the extent permitted by Tennessee law, all content, information and data delivered by Licensor to Licensee, including, but not limited to the Software and Deliverables are proprietary and confidential to Licensor ("Confidential Information"). Licensee agrees to protect the Confidential Information and not to distribute, disclose, or allow access to the Confidential Information, to any other entity or person, without the prior written consent of Licensor. Licensee agrees not to use Confidential Information, except as expressly authorized by this Agreement and to the extent permitted by Tennessee law.

9.2 Disclosure of Confidential Information to Licensee's own employees shall only be on a 'need to know' basis and subject to a legally enforceable confidentiality agreement at least as strict as the limitations under this Agreement. Nothing herein shall be deemed in any event a waiver of the limitations set forth in Section 3 of this Agreement. In all events Licensee shall be responsible for the acts or omissions of its employees to the extent permitted by Tennessee law.

9.3 If Licensee is required by law, regulation or court order to disclose Confidential Information Licensee shall do so to the extent permitted by Tennessee law and Licensee shall promptly inform Licensor of disclosure.

9.4 Information and materials of Licensee are given to Licensor on a non-confidential basis, except where Licensee and Licensor, have signed a separate non-disclosure agreement relating to such.

9.5 Any obligation of Confidentiality shall not apply if disclosure is required by the Tennessee Public Records Act, TCA 10-7-503.

#### 10 LICENSOR'S AUDIT RIGHTS AND LICENSEE'S CERTIFICATIONS

Licensee may not use the Software on any physical or virtual environments except to the extent expressly established and authorized by an LMC. Licensor may, at its discretion, periodically require Licensee to run certain computer programs, including diagnostic programs, for all physical and virtual environments of Licensee, as designated by Licensor from time to time, to validate Licensee's compliance with the terms of this Agreement, including any limitations on use established by any applicable LMC.

#### 11 LICENSOR'S INTELLECTUAL PROPERTY INDEMNIFICATION

11.1 Licensor will defend and indemnify Licensee from any actual damages incurred by Licensee arising from a bona fide claim by a third party that the Software or Deliverables infringe any valid and existing U.S. patent or U.S. copyright or misappropriates any valid trade secret protected under applicable law, provided that Licensee shall give prompt written notice to Licensor of any such claim, Licensee will cooperate with Licensor in the defense of any such claim to the extent permitted by Tennessee law. Licensor may defend or settle the matter, including but not limited to: (1) obtaining the right of continued use; or (2) replacing or modifying to avoid such claim; or (3) terminating this Agreement and crediting to Licensee, the fees paid by Licensee to Licensor, less a charge for past use by Licensee based on a four (4) year useful product life and pro-rated installation and training fees.

11.2 This foregoing does not apply to any use not contemplated by the Documentation, modifications not performed by Licensor, alterations to meet the specifications of Licensee, or use in combination with any equipment, computer programs or item not provided by Licensor.

#### 12 TERM AND TERMINATION

12.1 This Agreement is effective commencing the Effective Date and remains in effect until terminated as provided for herein. The Software License continues for its term as provided for in an applicable LMC unless terminated earlier as provided for herein. Maintenance continues for the initial term and any renewals as provided for in Section 6. Services continue for the term agreed upon by the Parties in writing.

12.2 Licensor may terminate this Agreement and any LMC upon thirty (30) days written notice to Licensee if Licensee is not in compliance with any provision of this Agreement. Licensee shall be afforded the right to cure any non-compliance during such notice period and if such is cured, the Agreement shall not terminate.

12.3 This Agreement and any License granted hereunder shall automatically terminate upon: (1) the inability of Licensee to pay its debts when due, (2) the filing of a bankruptcy petition, receivership or assignment for the benefit of creditors initiated by or against Licensee, or (3) appointment of a trustee, receiver or such like person for Licensee who is not in compliance with this Agreement and who does not expressly assume in writing this Agreement on behalf of the estate of Licensee.

12.4 Upon termination of this Agreement or the License granted under this Agreement for any reason, Licensee shall promptly fully de-install the Software in any and all physical and virtual environments and return the Software to Licensor without retaining any copies thereof; provided, however, that in no event shall any fees previously paid by Licensee to Licensor be subject to refund from Licensor, except as provided for in Section 11.1.

12.5 Upon termination of this Agreement, Licensee shall remain liable to Licensor for any amounts due to Licensor up to the date of termination and of such other amounts as may be proven to be due to Licensor.

12.6 The provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall so survive it, which provisions include, but are not limited to, "License Restrictions", "Licensee Responsibility and Representations", "Payment", "Licensor Warranties and Disclaimers", "Licensor's Limitations of Liability", "Confidentiality", "Term and Termination", and "General".

#### 13 GENERAL

13.1 Any liability of Licensee to Licensor and third parties for any claims, damages, losses or costs arising out of or related to acts performed by Licensee shall be governed by the Tennessee Claims Act TCA 9-8-301.

13.2 Except in full compliance with this Agreement, Licensee may not assign this Agreement or any rights or obligations under it. Any such assignment shall only be permitted where the assignor assumes this Agreement by written agreement.

in a form and substance acceptable to Licensor. In no event shall any assignment expand the scope of the License granted under this Agreement including, the expansion of any enterprise wide License or such similar type License from the original information technology footprint. Licensor may assign this Agreement and any of its rights or obligations hereunder upon written notice to Licensee.

13.3 The failure by any party to exercise any right provided herein shall not be deemed a waiver or forfeiture of any such right.

13.4 Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a competent authority, the validity and enforceability of the other provisions of this Agreement shall not be affected thereby. If any provision is determined to be unenforceable, the Parties agree to a modification of such provision to provide for enforcement of such provision's commercial intent, to the extent permitted by applicable law.

13.5 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

13.6 Each Party shall be excused from performance and shall not be liable for any delay caused by force majeure only for so long as such condition prevails. These contingencies include, but are not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, act of public enemy, failure or delay in transportation, act of any government affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God.

13.7 This Agreement does not designate either party as the agent, employee, legal representative, partner or joint venture of the other party for any purpose. The parties are independent contractors. Neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

13.8 The rights and remedies afforded herein to Licensor are in addition to the rights and remedies available to Licensor or Licensee at law. The contractual provisions herein supplement and do not replace legal protections benefiting Licensor in respect to the Software and Deliverables, including, but not limited to, patent, copyright and trade secret laws.

13.9 This Agreement, the RFQ, and any documents duly incorporated herein constitute the entire agreement and understanding between the Parties with respect to its and their subject matter and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. This Agreement supersedes and nullifies any proposal, oral or in writing, previously made by Licensor to Licensee. No amendments or modifications of this Agreement may be made except in writing, signed by both Parties.

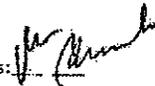
13.10 No additional terms and conditions will be accepted outside of those in this Agreement, unless included in an Amendment to this Agreement and executed by both parties. For avoidance of doubt, this Agreement shall not be amended, changed or otherwise affected by the acknowledgment or acceptance of purchase orders, shipping instructions or other documents containing terms or conditions which differ from the provisions of this Agreement. These are deemed to be for Customer's convenience only and, notwithstanding acceptance of such orders, shall in no way change or add to the terms and conditions of this Agreement.

13.11 Any notices required or permitted under this Agreement, including, but not limited to, termination of maintenance, change of address for invoicing, shipment destination change and/or installation location(s), shall be in writing and deemed given when sent by nationally recognized overnight courier service and addressed to the other party (signature of receipt requested), at the addresses stated above or such other addresses as shall have been notified, in writing, to the other party. Electronic notification if given shall be for informational purposes only.

13.12 Article 2 or 2A of the Uniform Commercial Code, the U.N. Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement.

13.13 Unless otherwise expressly provided herein, no provision of this Agreement is intended to vest in any person other than the parties hereto any rights or remedies hereunder.

13.14 Notwithstanding anything to the contrary in this Agreement, in the event of any conflict or inconsistency between the terms of the Agreement and the RFQ (as defined in Section 1.7 of this Agreement), the parties agree that the terms of the RFQ shall control and govern except as identified in the definition of RFQ.

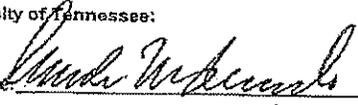
initials: 

8500010989

Each party, intending to be legally bound, has caused this Agreement to be executed below by an authorized representative

AGREED:

University of Tennessee:

Signature: 

Name:

**Charles M. Paccoto**  
Vice Pres & Treasurer

Title:

Date:

SEP 28 2009

ACCEPTED AND AGREED:

UC4 Software, Inc.:

Signature: 

Name:

**Robert Ron**  
Vice President, Finance and Administration

Title:

Date:

10/6/09

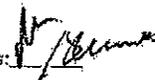
8500010989

Schedule 1

Maintenance Conditions

THE LICENSOR SHALL PROVIDE MAINTENANCE SERVICES TO THE LICENSEE FOR THE SOFTWARE UNDER LICENSE AS SET FORTH BELOW AND THE MAIN TEXT OF THE ABOVE AGREEMENT:

1. Basic maintenance services in accordance with Licensor's procedures for such are provided to ensure the operability of the Software in line with functional specifications, provided Licensee is using the current or the one previous main release of the Software
2. Licensee has access to Licensor's CUSTOMER ZONE, protected by a login ID and a password, which provides updates to the Software as made available by the Licensor
3. Licensor offers remote troubleshooting for all problems encountered by Licensee relating to the Software, with or without charge
4. Licensor will accept and manage all Licensees' information requests with regard to the Software and provide information to the Licensee.
5. To assist with problem resolution, Licensor shall use a computer program application allowing its support staff to connect to Licensee over the Internet to carry out troubleshooting within the scope of the rights granted to Licensor by Licensee
6. Licensor provides telephone support to Licensee worldwide at a toll-free number for all the functions of the Software 24 hours a day, 7 days a week. This applies to Software problems, provided that they are not regarded as consulting by Licensor

Initials: 

8500010989



Order Form

Software License and Maintenance Agreement No.: 67213  
 "License and Maintenance Certificate"

*on behalf of its*

Licensee:	University of Tennessee - Knoxville <i>campus</i>
Type of License:	Perpetual
Product Type:	Application Manager
Effective Date:	

Article Code	Environment	Product Description	Quantity	Total Price (USD)
	Linux	Master Licenses (Development and Production)	2	\$35,000
	Linux	Graphical Analysis Package	1	\$10,500

Code	Description	Price
5	Charge to implement in non-productive environment campus technical support will be engaged and team to implement for production system NOTE: Installation and implementation will be an interactive process with school personnel automating a select number of processes so that the personnel are capable of being self sufficient on other processes	\$8,000
1	Training for UCA Administrators (Linux)	\$2,130
1	UC4 Basic Operations and Development	\$4,270
1	UC4 Banner Training Supplement	\$1,600
1	Travel and Expenses	4,500

Total License Fee:	\$45,500
First Year Maintenance Fee:	\$9,100
Total License and First Year Maintenance Fee:	\$54,600
Total Services Fee:	\$20,500
Total License, Maintenance, and Services Fee:	\$75,100

Sign up for Integrate 2009 now as part of this Order Form, and receive the discounted price of \$1,250.00 per attendee. To sign up, simply fill in the number of attendees.

Will licensee be providing a PO or PO Number in order to facilitate payment?

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
---	-----------------------------

Notes:

All amounts are in US dollars (USD) unless otherwise indicated

Bill To Contact and Address:

Name:  
Address:  
Phone:  
E-Mail:

Technical Support Contact:

Name:  
Address:  
Phone:  
E-Mail:

Ship To Contact and Address:

Name:  
Address:  
Phone:  
E-Mail:

Sales Tax Exempt?  or N  
If tax exempt, please provide a copy of the exemption certificate

Address Services will be performed: \_\_\_\_\_

Number of UC4 Days Prepaid: 9 (Any unused UC4 Days shall expire on the first anniversary of the Effective Date)

The terms of the above referenced Software License and Maintenance Agreement, which are attached hereto if an Initial Order Form, or which were previously part of an Initial Order Form or Addendum are an integral part of this Order Form

Because the consulting engagement requires UC4 to allocate valuable resources on a scheduled basis, UC4 reserves the right to impose a cancellation fee/rescheduling fee in the event that, a consulting engagement is cancelled or rescheduled by customer as set forth below:

Cancellation or rescheduling by customer is less than 10 calendar days prior to commencement of the consulting engagement = 25% cancellation/rescheduling fee based upon the remaining undelivered value of the consulting engagement

Cancellation or rescheduling by customer is less than 5 calendar days prior to commencement of the consulting engagement = 50% cancellation/rescheduling fee based upon the remaining undelivered value of the consulting engagement

The cancellation/rescheduling fee shall be invoiced to customer by UC4 as of the date of cancellation or rescheduling and shall be payable by customer to UC4 30 days from receipt of the invoice

UC4 may suspend performance of all agreements with the Customer, in the event that customer does not timely pay any invoice for a cancellation/rescheduling fee

This Agreement may be executed and delivered by facsimile signature

Each party, intending to be legally bound, has caused this Order Form to be executed below by an authorized representative

AGREED:

University of Tennessee

Signature:

Name:

Title:

Date:

Charles M. Puccio  
Vice Pres. & Treasurer

Oct 7 2009

ACCEPTED AND AGREED:

UC4 Software, Inc

Signature:

Name:

Title:

Date:

Robert Ron  
Vice President, Finance and Administration

10/16/09

Email or fax one signed copy (along with your PO if you require one) to: SOPS@UC4.com or Fax: 425-644-2266



Order Form

Software License and Maintenance Agreement No. 196320  
 "License and Maintenance Certificate"

*on behalf of ITS*

Licensee:	University of Tennessee - Health Science Center
Type of License:	Perpetual
Product Type:	Application Manager
Effective Date:	

Article #	Quantity	Product Description	Unit Price (USD)	Total Price (USD)
	2	Master Licenses (Development and Production)	\$21,000	
	1	Graphical Analysis Package	\$5,250	

Article #	Quantity	Product Description	Unit Price (USD)	Total Price (USD)
5	1	Charge to implement in non-productive environment campus technical support will be engaged and team to implement for production system NOTE: Installation and implementation will be an interactive process with school personnel automating a select number of processes so that the personnel are capable of being self sufficient on other processes	\$8,000	
	1	Training for UCI Administrators (Linux)	\$2,150	
	1	UCI Basic Operations and Development	\$4,270	
	1	UCI Banner Training Supplement	\$1,600	
	1	Travel and Expenses	4,500	

<b>Total License Fee:</b>	\$26,250
<b>First Year Maintenance Fee:</b>	\$5,250
<b>Total License and First Year Maintenance Fee:</b>	\$31,500
<b>Total Services Fee:</b>	\$20,500
<b>Total License, Maintenance, and Services Fee:</b>	\$52,000

Sign up for Integrate 2009 now as part of this Order Form, and receive the discounted price of \$1,250.00 per attendee. To sign up, simply fill in the number of attendees.

Will Licensee be providing a PO or PO Number in order to facilitate payment?  Yes  No

Notes:

All amounts are in US dollars (USD) unless otherwise indicated

Bill To Contact and Address:  
 Name:  
 Address:  
 Phone:  
 E-Mail:

Technical Support Contact:  
 Name:  
 Address:  
 Phone:  
 E-Mail:

Ship To Contact and Address:  
 Name:  
 Address:  
 Phone:  
 E-Mail:

Sales Tax Exempt?  or N  
 If tax exempt, please provide a copy of the exemption certificate

Address Services will be performed: \_\_\_\_\_

Number of UC4 Days Prepaid: 9 (Any unused UC4 Days shall expire on the first anniversary of the Effective Date)

The terms of the above referenced Software License and Maintenance Agreement, which are attached hereto if an Initial Order Form, or which were previously part of an Initial Order Form or Addendum, are an integral part of this Order Form

Because the consulting engagement requires UC4 to allocate valuable resources on a scheduled basis, UC4 reserves the right to impose a cancellation fee/rescheduling fee in the event that a consulting engagement is cancelled or rescheduled by customer as set forth below:

Cancellation or rescheduling by customer is less than 10 calendar days prior to commencement of the consulting engagement = 25% cancellation/rescheduling fee based upon the remaining undelivered value of the consulting engagement

Cancellation or rescheduling by customer is less than 5 calendar days prior to commencement of the consulting engagement = 50% cancellation/rescheduling fee based upon the remaining undelivered value of the consulting engagement

The cancellation/rescheduling fee shall be invoiced to customer by UC4 as of the date of cancellation or rescheduling and shall be payable by customer to UC4 30 days from receipt of the invoice

UC4 may suspend performance of all agreements with the Customer, in the event that customer does not timely pay any invoice for a cancellation/rescheduling fee

This Agreement may be executed and delivered by facsimile signature

Each party, intending to be legally bound, has caused this Order Form to be executed below by an authorized representative

AGREED:  
University of Tennessee

Signature:

Name:

Title:

Date:

*Charles M. Puccio*  
Charles M. Puccio  
Vice Pres. & Treasurer

OCT 7 2009

ACCEPTED AND AGREED:  
UC4 Software, Inc

Signature:

Name:

Title:

Date:

*Robert Ron*  
Robert Ron  
Vice President, Finance and Administration

10/16/09

Enroll or fax one signed copy (along with your PO if you require one) to: SOPS@UC4.com or Fax: 425-644-2266



Order Form

Software License and Maintenance Agreement No. 48803  
 "License and Maintenance Certificate"

*on behalf of its*

Licensee:	University of Tennessee - Chattanooga <i>Campus</i>
Type of License:	Perpetual
Product Type:	Application Manager
Effective Date:	

Product Code	Product Description	Price (USD)
Linux	Master License (Development and Production)	\$28,000
Linux	Graphical Analysis Package	\$7,000

Service Code	Service Description	Price (USD)
5	Charges to implement in non-productive environment campus technical support will be engaged and learn to implement for production system NOTE: Installation and implementation will be an interactive process with school personnel automating a select number of processes so that the personnel are capable of being self sufficient on other processes	\$8,800
1	Training for UCA Administrators (Linux)	\$2,130
2	UC4 Basic Operations and Development	\$4,270
3	UC4 Banner Training Supplement	\$1,600
4	Travel and Expenses	4,500

Total License Fee:	\$35,000
First Year Maintenance Fee:	20% \$7,000
Total License and First Year Maintenance Fee:	\$42,000
Total Services Fee:	\$20,500
Total License, Maintenance, and Services Fee:	\$62,500

Sign up for Intapps 2009 now as part of this Order Form, and receive the discounted price of \$1,250.00 per attendee. To sign up, simply fill in the number of attendees.

Will licensee be providing a PO or PO Number in order to facilitate payment?

Yes

Notes:

All amounts are in US dollars (USD) unless otherwise indicated

<b>Bill To Contact and Address:</b> Name: Address: Phone: E-Mail:	<b>Technical Support Contact:</b> Name: Address: Phone: E-Mail:
---	---

Ship To Contact and Address:

Name:  
 Address:  
 Phone:  
 E-Mail:

Sales Tax Exempt?  Yes  No  
 If tax exempt, please provide a copy of the exemption certificate