

CONTRACT #8

RFS # NA

FA # NA

Edison # NA

Tennessee Board of Regents

VENDOR:

**Ellucian Company, L.P.
formerly SunGard Higher
Education**



TENNESSEE BOARD OF REGENTS

Office of Business & Finance | Division of Purchasing & Contracts

1415 Murfreesboro Road, Suite 346 | Nashville, TN 37217-2833 | Phone 615.366.4436 | Fax 615.366.2243 | www.tbr.edu

October 26, 2012

Ms. Leni S. Chick
Fiscal Analyst
Rachel Jackson Building, 8th Floor
Nashville, TN 37243

Dear Ms. Chick:

Enclosed please find an Addendum to an Agreement between the Tennessee Board of Regents and Ellucian Company L.P, (formerly, SunGard Higher Education) providing for an enterprise planning resource system. Please note that this is an extension to an existing Agreement which would extend the term for an additional two (2) years, through 2017.

Per Fiscal Review's request to see non-competitive agreements/amendments, this contract must be approved by the Committee. Please contact me regarding the date this will go before the Fiscal Review Committee and I will inform the representatives to insure they are present for the meeting in which the contract will be discussed. If you have any questions, please do not hesitate to contact me at 366-4436.

Information regarding the contract may be sent to my attention at the Tennessee Board of Regents, 1415 Murfreesboro Road, Suite 346, Nashville, Tennessee 37217.

Sincerely,

Angela Gregory Flynn
Director of Purchasing and Contracts

cc: Dale Sims
Tom Danford

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Thomas Danford	*Contact Phone:	615-366-4451		
*Contract Number:	100958	*RFS Number:	N/A		
*Original Contract Begin Date:	1/1/2005	*Current End Date:	12/31/2015		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	1/1/2013				
*Department Submitting:	Tennessee Board of Regents				
*Division:	Information Technology				
*Date Submitted:	October 26, 2012				
*Submitted Within Sixty (60) days: <i>If not, explain:</i>	Yes				
*Contract Vendor Name:	Ellucian (formerly SunGard Higher Education)				
*Current Maximum Liability:	\$118,779,938.00				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16
\$4,864,420	\$4,945,486	\$5,110,318	\$5,280,646	\$5,456,650	\$2,773,047
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 07-08	FY: 08-09	FY: 09-10	FY: 10-11	FY: 11-12	FY 12-13
\$8,861,715	\$7,664,175	\$5,479,667	\$4,460,861	\$4,268,599	\$3,775,380
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			<ul style="list-style-type: none"> • Use of in-house staff vs. contract consultants reduced overall cost • Direct payment of vendors for related software vs. payment thru Ellucian shifted payments to new contracts 		
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 reasons and explain how funding was acquired to pay the overage:			N/A		
*Contract Funding Source/Amount:	State:		Federal:		
Interdepartmental:	\$ 107,852,238		Other:		

Supplemental Documentation Required for
Fiscal Review Committee

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>
12/16/2004	Changes/corrections to Master Agreement
12/30/2008	Extension through 12/31/13
12/21/2009	Addresses voluntary buyouts, hiring of illegal immigrants & use of ARRA funds
01/01/2011	Extension through 12/31/15
01/31/2012	RFP process adds "Course Signals" software to the contract (student early alert system)
04/26/2012	Continues availability (through Ellucian) of Windstar (tax reporting) and PeopleAdmin (HR) systems through 12/31/2012
Method of Original Award: <i>(if applicable)</i>	RFP
Include a detailed breakdown of the actual expenditures anticipated in each year of the contract. Include specific line items, source of funding, and disposition of any excess fund. <i>(if applicable)</i>	\$62,989,606
Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in positions, reduction in equipment costs, reduction in travel. <i>(if applicable)</i>	NA
Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. <i>(if applicable)</i>	N/A

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #			
2) State Agency Name :	Tennessee Board of Regents		
EXISTING CONTRACT INFORMATION			
3) Service Caption :	Amendment to Extend Agreement for Enterprise Resource Planning System		
4) Contractor :	Ellucian (formerly Sungard Higher Education)		
5) Contract #	TBR Contract No. 100958		
6) Contract Start Date :		1/1/2011	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :		12/31/2015	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :		\$107,852,238	
PROPOSED AMENDMENT INFORMATION			
9) <u>Proposed</u> Amendment #		7	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)		1/1/2013	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :		12/31/2017	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :		\$118,779,938	
13) Approval Criteria : (select one)	<input type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the state	
	<input checked="" type="checkbox"/>	only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :			
(1) Annual maintenance costs are lowered resulting in hard savings, (2) Labor rates are lowered resulting in potential savings should TBR need consulting services, and (3) Annual admission waivers to Ellucian's training conference are increased from 15 to 20 enabling TBR to reduce training costs.			
15) Explanation of Need for the Proposed Amendment :			

For the foreseeable future, TBR will need to ensure that the ERP system is kept up to date for changes in the operating environment (changes in financial aid programs, tax changes, etc...), general updates to the system, and updates that address future security or operating deficiencies. Based on current research, maintenance of the Banner ERP system can only be obtained from Ellucian. It appears appropriate to take advantage of savings offered in next two years in return for extending the maintenance agreement into the future (particularly given that this service currently is only available through Ellucian).

16) Name & Address of Contractor's Current Principal Owner(s) :
(not required if proposed contractor is a state education institution)

Ellucian Headquarters, 4375 Fair Lakes Ct. Fairfax, VA 22033 (Parent Owner: Hellman & Friedman LLC, One Maritime Plaza 12th Floor, San Francisco, CA 94111)

17) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

18) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

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

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

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

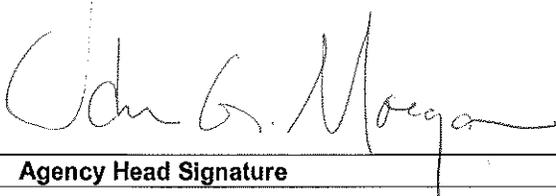
Banner is the intellectual property of Ellucian and is in use at over 1,600 institutions of higher education worldwide. Ellucian has not given permission to any other company or organization to provide maintenance on their baseline product. There are no other commercial organizations that are permitted to provide maintenance on this product.

21) Justification for the Proposed Non-Competitive Amendment :

1. During the evaluation of the ERP software it was determined the SIS component of the software possesses exclusive and/or predominant capabilities providing superior utility not obtainable from similar products. Additionally it was determined that conversion to this system was significantly less expensive.
2. As this ERP system is a copyrighted work of Ellucian, they are the only commercial source for providing maintenance in the form of bug fixes, product improvements and financial aid updates.
3. The cost of conversion to another ERP system in order to obtain maintenance and service from the vendor of that system, as well as disruption, re-training, re-writing modifications, and replacement is of significant cost in time and money.
4. Maintenance and professional and consultant services on ERP systems are unique and the use of non-competitive negotiation is in the best interests of the system. (F&A Rule 0620-3-3-.03)

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



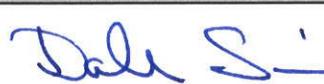
Agency Head Signature

10/30/12

Date

CONTRACT SUMMARY SHEET

021406

RFS #		Contract #			
State Agency		State Agency Division			
Tennessee Board of Regents		Central Office			
Contractor Name		Contractor ID # (FEIN or SSN)			
Ellucian (formerly SunGard Higher Education)		<input type="checkbox"/> C- or <input type="checkbox"/> V-			
Service Description					
Maintenance of ERP System (Banner)					
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?	
1/1/2005		12/31/2017			
Mark Each TRUE Statement					
<input type="checkbox"/> Contractor is on STARS			<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts		
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2005			\$ 12,160,951		\$ 12,160,951
2006			\$ 21,779,685		\$ 21,779,685
2007			\$ 16,583,024		\$ 16,583,024
2008			\$ 12,167,128		\$ 12,167,128
2009			\$ 9,445,185		\$ 9,445,185
2010			\$ 7,285,698		\$ 7,285,698
2011			\$ 4,864,420		\$ 4,864,420
2012			\$ 4,945,486		\$ 4,945,486
2013			\$ 5,110,319		\$ 5,110,319
2014			\$ 5,280,646		\$ 5,280,646
2015			\$ 5,456,650		\$ 5,456,650
2016			\$ 2,773,047		\$ 2,773,047
TOTAL:	\$ -	\$ -	\$ 107,852,239	\$ -	\$ 107,852,239
— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Dale Sims (615) 366-3921		
2005	\$ 12,160,951	\$ -			
2006	\$ 21,779,685	\$ -			
2007	\$ 16,583,024	\$ -			
2008	\$ 12,167,128	\$ -			
2009	\$ 9,445,185	\$ -			
2010	\$ 7,285,698	\$ -			
2011	\$ 4,864,420	\$ -			
2012	\$ 4,945,486	\$ -			
2013	\$ 5,110,318	\$ (56,200)			
2014	\$ 5,280,646	\$ (123,300)	State Agency Budget Officer Approval 		
2015	\$ 5,456,650	\$ (143,600)			
2016	\$ 2,773,047	\$ 2,705,400			
2017	\$ -	\$ 5,663,600			
2018	\$ -	\$ 2,881,800			
TOTAL:	\$ 107,852,238	\$ 10,927,700	Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)		

End Date					
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 type="checkbox"/>	Asian	<input type="checkbox"/>	Female	<input type="checkbox"/>	Native American
				<input type="checkbox"/>	Small Business
				<input checked="" type="checkbox"/>	NOT disadvantaged
				<input type="checkbox"/>	OTHER minority/disadvantaged---
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)					
<input type="checkbox"/>	<input type="checkbox"/>	RFP	<input type="checkbox"/>	Competitive Negotiation	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-Competitive Negotiation	<input type="checkbox"/>	Negotiation w/ Government(eg, ID, GG, GU)	<input type="checkbox"/>
				<input type="checkbox"/>	Alternative Competitive Method
				<input type="checkbox"/>	Other
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)					

Addendum Seven to the 2004 Master Amendment

This Addendum Seven ("Addendum"), effective January 1, 2013 (the "Addendum Seven Effective Date"), is made by and between The State University and Community College System of Tennessee, known generally as the "Tennessee Board of Regents" ("TBR") and Ellucian Company L.P. (successor by assignment from SunGard Higher Education Inc. which was formerly named "SunGard SCT Inc."), ("Ellucian") and amends the 2004 Master Amendment with an Amendment Date of December 16, 2004, as amended by Addendum One with an effective date of December 16, 2004, Addendum 2 with an effective date of December 30, 2008, and Addendum 3 with an effective date of December 21, 2009, Addendum 4 with an effective date of January 1, 2011, Addendum 5 with an effective date of January 31, 2012, and Addendum 6, with an effective date of April 18, 2012 (hereinafter collectively, "the Amendment"). Each capitalized term not otherwise defined in this Addendum will have the meaning ascribed to that term in the Amendment whenever that term is used in this Addendum. In the event of conflict between any provisions of the Amendment and the provisions of this Addendum, the provisions of this Addendum will govern.

The Amendment shall be amended only as specified by the following modifications or additions:

1. Term. The term of this Addendum shall begin on January 1, 2013, and expire December 31, 2017 ("Term"). Additional Ellucian Proprietary Component Systems licensed by June 30, 2013, will qualify for a 60% discount off the current List Price (based on the enrollment Tier applicable to the purchasing TBR Institution), and Ellucian Proprietary Component Systems licensed after that date during the Term will receive a 50% discount off the then-current List Price (again, based on the enrollment Tier applicable to the purchasing Institution).

2. SMO. As of the Addendum Four Effective Date, the SMO services are detailed in Addendum Two to the 2004 Master Amendment, will continue to be provided by SunGard through the Term of this Addendum Four and will be priced as follows:

2013	2014	2015	2016	2017
\$3,388,029.00	\$3,488,538.00	\$3,595,652.00	\$3,708,999.00	\$3,842,473.00

For the avoidance of doubt, the pricing in the table above will replace and supersede the pricing table in Paragraph 2 (SMO) of Addendum Four.

3. Hourly Information Services. Information Services rendered on or after January 1, 2013, including those performed pursuant to an Order Form and / or Work Order signed before the Addendum Seven Effective Date, will be provided for \$225 per-person hour Travel Status and \$180 per person-hour other than Travel Status during 2013. The following table sets out the Information Services rates for the Term of this Addendum:

2013	2014	2015	2016	2017
w/out travel / w/travel				
\$180/\$225	\$180/\$225	\$189/\$236	\$198/\$248	\$208/\$260

For the avoidance of doubt, the rates in the table above will replace and supersede the rates set out in the table in Paragraph 3 (Hourly Information Services) of Addendum Four.

4. Limited Warranty. Without limiting the applicability of any other rights or remedies of TBR or any other warranties, duties or obligations of Ellucian under the Amendment the provisions of Section 7(c)

of the Amendment shall apply to all Information Services provided under the Amendment and this Addendum.

5. Summit and Other Support. SunGard will provide TBR with prepaid "standard level" registrations for twenty (20) TBR employees to the SunGard Summit each year for the years 2013-2017.

For the each year during the Term of this Addendum, Ellucian will provide TBR with financial support in the amount of \$10,000.00 for the TBR-sponsored annual Tennessee Summit and \$5,000.00 for the annual Fall Creek Falls Conference, both held for the benefit of all Tennessee-based Banner licensees. Such support could include providing keynote speakers and/or conference materials; and Ellucian will also provide educational presentations at both conferences. TBR will provide one display booth and four free registrations to the Fall Creek Falls Conference, and a display booth and free registrations to the Tennessee Summit for all Ellucian SMO employees, Ellucian presenters and four additional Ellucian attendees.

Ellucian will provide a seat for the TBR CIO on the Ellucian Pillar program throughout the Term.

6. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference as Attachment 2.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

Except as specifically provided herein, the obligations of the parties and the terms and conditions of the Amendment are hereby ratified and affirmed.

TENNESSEE BOARD OF REGENTS

SUNGARD HIGHER EDUCATION INC.

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

**Attachment 1 to Addendum Seven
Baseline Component Systems Supported under SMO**

Banner Accounts Receivable
Banner Advancement
Banner Advancement Self-Service
Banner CSS Profile
Banner Channels
Banner Employee Self-Service
Banner Faculty and Advisor Self-Service
Banner Finance
Banner Finance Self-Service
Banner Financial Aid
Banner Financial Aid Self-Service
Banner General
Banner Human Resources
Banner Luminis Data Integration LDI
Banner Position Control
Banner Student
Banner Student Self-Service
Banner Web General
Banner Web Tailor
Banner Workflow
College Board INAS Banner
EDISmart
fsaATLAS
Banner Operational Data Store – ODS (Single instance only, does not include Sep-06 license)
Banner Enterprise Data Warehouse – EDW (Single instance only, does not include Sep-06 license)
Banner Integration for eLearning
Banner Integration Technologies
Banner ePrint
Luminis Basic
Luminis LDI Common
Luminis Platform
Campus Loan Manager – CLM

* TouchNet Full Use Tserve Intelligent Gateway for Web

* TouchNet Payment Gateway Suite for Banner (includes: Payment Gateway Credit Card, Payment Gateway WebCheck, eBill Solution for Banner, Payment Plan Manager for Banner, eDisbursements for Banner)

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation **MUST** be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

April 2, 2012

Tom Danford
Chief Information Officer
Tennessee Board of Regents
1415 Murfreesboro Road, Suite 350
Nashville, TN 37217-2833

Re: Windstar International Tax Navigator ("Windstar") and PeopleAdmin Term License Extension – Addendum 6

Addendum

In January 2012, SunGard Data Systems Inc., the parent company of the SunGard Higher Education line of business, sold that business to Hellman & Friedman LLC, a private equity firm with offices in San Francisco, California, USA. As part of the transaction, Hellman & Friedman combined the acquired SunGard Higher Education businesses with Datatel, Inc., an existing company within the Hellman & Friedman portfolio.

Specifically, with regard to the Tennessee Board of Regents, the result is that the 2004 Master Amendment with SunGard Higher Education Inc. (formerly, SunGard SCT Inc.), bearing an Amendment Date of December 16, 2004 (the "Amendment"), has been assigned, as permitted pursuant to Section 13 of the Amendment, to Ellucian Support Inc. and Ellucian Company L.P., who are affiliates and share a common parent company named Sophia, L.P. (collectively, Ellucian). Ellucian will continue to license software, provide services and maintenance pursuant to the terms and conditions of the Amendment.

Pursuant to the terms and conditions of the Amendment between the parties, Ellucian (successor by assignment to SunGard Higher Education Inc.) ("Licensor") granted the Tennessee Board of Regents ("TBR") a right of use to the Windstar Component System on a subscription basis through December 31, 2009, with a renewal option to extend the subscription term through December 31, 2010. Additionally, Licensor granted TBR a right of use to the PeopleAdmin Component System on a subscription basis through December 31, 2011. TBR has exhausted its option to renew the subscription terms under the Amendment, and now desires to extend the subscription term for both the Windstar and People Admin Component Systems through December 31, 2012.

By way of this Letter Addendum, the parties agree that the subscription term for both the Windstar and PeopleAdmin Component Systems will be extended for the period from January 1, 2011, through December 31, 2012 (the "Extension Term"). During the Extension Term, the annual subscription fees will be as follows:

- Windstar Component System – **\$89,880.00**

Note: Fees based upon renewal for Tennessee Tech University only during the 1-year period of January 1, 2012, through December 31, 2012.

- PeopleAdmin Component System – **\$353,932.00**

Tennessee Board of Regents - \$151,485.00

Institutions with a right of use of the single implemented instance:

Tennessee Board of Regents, Central Office; Chattanooga State Technical CC; Columbia State CC; Pellissippi State CC; Austin Peay State University¹; Cleveland State CC; Dyersburg State CC²; Jackson State CC²; Motlow State CC; Nashville State CC; Northeast State Technical CC²; Roane State CC; and Walters State CC.

Notes:

¹ Austin Peay State University ("APSU") has, or intends to, sign an agreement directly with PeopleAdmin Inc. for a separate instance of the PeopleAdmin Component System. Until APSU has gone live with their own separate instance of the PeopleAdmin Component System, APSU is granted a right of use to the Tennessee Board of Regents single implemented instance of the software. However, it will be the sole responsibility of APSU to terminate its use of the

Tennessee Board of Regents single implemented instance of the PeopleAdmin Component System software once it goes live with their own separate instance of the software.)

- ² These institutions are currently not utilizing the PeopleAdmin Component System but have the option to during the term of this Amendment contingent upon execution of an Order Form.

Institutions with their own separate instance:

Volunteer State CC – \$16,900.00
Middle Tennessee State University – \$57,009.00
Tennessee State University – \$30,680.00
Southwest Tennessee CC – \$24,570.00
East Tennessee State University – \$20,247.00
Tennessee Technological University – \$31,808.00
University of Memphis – \$21,233.00

Notwithstanding any other term or condition of the Amendment, absent an additional amendment to the Amendment providing for a renewal of the annual subscription for either the Windstar Component System or the PeopleAdmin Component System beyond the Extension Term, TBR must contract directly with Windstar or PeopleAdmin respectively to order and obtain continuing annual subscription usage rights for either Component System after December 31, 2012.

Except as expressly modified by this Letter Addendum, the Amendment shall remain in full force and effect. As of the date upon which this Letter Addendum has been executed by both parties, the Amendment, as further amended by this Letter Addendum constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. Both the transaction provided for in and the fees due under this Letter Addendum are non-cancelable, and the amounts paid under this Letter Addendum are nonrefundable, except as provided in this Letter Addendum. By the execution of this Letter Addendum, each party represents and warrants that it is bound by the signature of its respective signatory.

Ellucian Company, L.P.,
successor by assignment to SunGard Higher Education Inc.

By: _____

Name/Title: Valerie Mead, Vice President - Finance

Tennessee Board of Regents Signed this 18 day of April, 2012

By: _____

Name/Title: John Morgan, Chancellor

Addendum Five to the 2004 Master Amendment

This Addendum Five (the "Addendum"), effective January ____, 2012 (the "Addendum Five Effective Date"), is made by and between The State University and Community College System of Tennessee, known generally as the "Tennessee Board of Regents" ("TBR") and SunGard Higher Education Inc. ("SunGard"), and amends the 2004 Master Amendment with an Amendment Date of December 16, 2004, as amended by Addendum One with an effective date of December 16, 2004, Addendum Two with an effective date of December 30, 2008, Addendum Three with an effective date of December 21, 2009, and Addendum Four with an effective date of January 1, 2011 (hereinafter collectively, "the Amendment"). Each capitalized term not otherwise defined in this Addendum will have the meaning ascribed to that term in the Amendment whenever that term is used in this Addendum. In the event of conflict between any provisions of the Amendment and the provisions of this Addendum, the provisions of this Addendum will govern.

On or around September 26, 2011, SunGard issued a Proposal (the "SunGard Course Signals Proposal") in response to TBR's Request for Proposal #12-0053 for an Early Alert Software System for Student Academic Performance ("TBR RFP 12-0053"). As the result of the SunGard Course Signals Proposal, on or around November 4, 2011, TBR notified SunGard that SunGard was selected as the successful proposer for TBR RFP 12-0053. Pursuant to SunGard's successful bid in TBR RFP 12-0053, the Amendment shall be amended only as specified by the following modifications or additions:

On a prospective basis, Attachment B (Available Component Systems and Information Services) of the Amendment is modified as provided for in Attachment 1 attached to and made a part of this Addendum.

Except as specifically provided herein, the obligations of the parties and the terms and conditions of the Amendment are hereby ratified and affirmed.

TENNESSEE BOARD OF REGENTS

By: *John Morgan*
Name: *John Morgan*
Date: *1/31/12*

SUNGARD HIGHER EDUCATION INC.

By: *Valerie Mead*
Name: **Valerie Mead
VP Finance**
Date: *1/25/12*

**Attachment 1 to Addendum Five
Modifications to Attachment B of the Amendment**

Unless otherwise indicated, the Component System identified below is a SunGard proprietary Component System.

The list of Available Component Systems providing Student functionality is augmented to include the following Component System: Course Signals (Annual Subscription License).

The SunGard Course Signals Component System ("Course Signals") is licensed as a "Subscription Service," meaning that Course Signals is a remotely-hosted, Software-as-a-Service (or "SaaS") based service provided by SunGard on a term-of-years, annual subscription (as opposed to a perpetual) basis, at an annual subscription fee and for a defined period specified in the applicable Order Form as the "Subscription Term."

During the Subscription Term, SunGard provides the Subscription Services which include a non-exclusive, non-transferable license to access and use Course Signals on a remote-access basis for an Institution's own internal, non-commercial business operations. The Subscription Services are provided in accordance with certain service levels as are described in the applicable Order Form.

Although Course Signals is provided by SunGard as a Subscription Service, certain components of Course Signals must be installed on computer equipment at an Institution's facility and the Institution's use of such installed components shall be in accordance with the terms and conditions of the Amendment as modified by the applicable Order Form, including but not limited to the Institution's limited license to access and use such installed components only during the Subscription Term. An Institution acquiring a license to use the Course Signals Subscription Service has certain performance responsibilities in connection with SunGard's provision of the Subscription Services. These responsibilities are outlined in the applicable Order Form (a current list of such responsibilities provided for reference purposes as Exhibit 1 attached to and made a part of this Attachment 1).

There are no separate technical support/maintenance service charges for the Course Signals Subscription Services. Technical support services for the Course Signals Subscription Services are included with the annual subscription fees for the Subscription Services and are described in detail in the applicable Order Form.

Exhibit 1 to Attachment 1 Course Signals – Hardware and Software Requirements

General

In order to install and configure the Course Signals Agent, an Institution must have a technical understanding of its software environment, including the URLs, user names and passwords of student information, course management, and identity and agent MySQL database systems.

The Institution must obtain, install, maintain and be in production with certain SunGard supported versions of certain software, hardware and peripherals including but not limited to those described in this Exhibit 1. The Institution's SunGard Professional Services representative can, upon request, provide a listing of such software, hardware and peripheral dependencies.

Hardware Requirements

To run the Course Signals Agent, an Institution will need one or more servers on which to install the Course Signals agent and its database. Note: While it is possible to run both the Course Signals Agent and the database on the same server, SunGard recommends starting with a single server for the agent and another server for the MySQL database. As the Institution's usage of Course Signals grows, the institution can scale the system by adding servers.

Servers must have a minimum of 4GB RAM and a processor speed of at least 2GHz.

The Course Signals Core deployed at the SunGard Data Center communicates with the Course Signals Agent deployed at the Institution's facility. For this communication to work, the Institution must open port 80 for http communication and port 443 for https communication.

Software Requirements

The Course Signals Agent installation requires the following software to be installed in the Institution's environment:

MySQL database for the Course Signals Agent

The Course Signals Agent requires a MySQL database to run. The Institution must set up an installation of MySQL 5.1 prior to running the agent installer. The Institution should use the default MySQL configuration and deploy it in server mode. Although it is possible to run MySQL on the same server as the Course Signals Agent, SunGard recommends running the MySQL server on a different server. More information about deploying a MySQL database can be found at mysql.org.

Java

The Course Signals Agent is written in Java. Prior to installing the Course Signals Agent, the Institution must install Java 5 JDK or JRE on the server where the Course Signals Agent is installed. More information about Java can be found at java.sun.com.

Tomcat

The Course Signals Agent runs in an Apache Tomcat 6 web container. Prior to installing the Course Signals Agent, the Institution must install Apache Tomcat 6 on the server where the Course Signals Agent is installed. More information about Apache Tomcat 6 can be found at tomcat.apache.org.

Learning Management Systems

The Institution must obtain, install, maintain and be in production with a Learning Management System ("LMS") where SunGard has confirmed to the Institution that the Subscription Services support the use of such LMS. The Institution's SunGard Professional Services representative can, upon request, provide a listing of such software, hardware and peripheral dependencies.

Service Deployment and Setup For Adapters

Some Course Signals adapters require deployment of a web service with the system being accessed. For example, the Course Signals SIS adapter for Banner requires a web service to be deployed with the Banner system.

If the Institution is using adapters that require a service to be deployed with the integrated system, the Institution must do this prior to installing the Course Signals Agent.



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman
Senators
Douglas Henry Reginald Tate
Doug Jackson Ken Yager
Brian Kelsey
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Charles Curtiss, Vice-Chairman
Representatives
Harry Brooks Donna Barrett
Curtis Johnson Tony Shipley
Steve McManus Curry Todd
Mary Pruitt Eddie Yokley
Craig Fitzhugh, *ex officio*
Speaker Kent Williams, *ex officio*

M E M O R A N D U M

TO: The Honorable John Morgan, Chancellor
 Tennessee Board of Regents

FROM: Bill Ketron, Chairman, Fiscal Review Committee
 Charles Curtiss, Vice-Chairman, Fiscal Review Committee

DATE: December 16, 2010

SUBJECT: **Contract Comments**
 (Fiscal Review Committee Meeting 12/14/10)

BK CC

RFS# N/A

Department: Tennessee Board of Regents

Contractor: SunGard Higher Education

Summary: The vendor is responsible for maintaining the enterprise resource planning system for all TBR institutions. The proposed amendment extends the current contract for two additional years through December 31, 2015, and increases the maximum liability by \$4,786,564.

Current maximum liability: \$103,065,674

Proposed maximum liability: \$107,852,238

After review, the Fiscal Review Committee voted to approve the contract amendment.

cc: Mr. Dale Sims, Vice Chancellor for Business and Finance
 Ms. Angela Gregory, Director of Purchasing and Contracts



Tennessee Board of Regents

1415 Murfreesboro Road – Suite 350 – Nashville, Tennessee 37217-2833
Telephone (615) 366-4400 FAX (615) 366-4464

RECEIVED

DEC 03 2010

December 3, 2010

FISCAL REVIEW

Ms. Leni S. Chick
Fiscal Analyst
Rachel Jackson Building, 8th Floor
Nashville, TN 37243

Dear Ms. Chick:

Enclosed please find an Amendment to an Agreement between the Tennessee Board of Regents and SunGard Higher Education providing for an enterprise planning resource system. Please note that this is an extension to an existing contract and the term of this Agreement shall begin January 1, 2011.

Per Fiscal Review's request to see non-competitive agreements/amendments, this contract must be approved by the Committee. **Please contact me regarding the date this will go before the Fiscal Review Committee and I will inform the representatives to insure they are present for the meeting in which the contract will be discussed.** If you have any questions, please do not hesitate to contact me at 366-4436.

Information regarding the contract may be sent to my attention at the Tennessee Board of Regents, 1415 Murfreesboro Road, Suite 350, Nashville, Tennessee 37217.

Sincerely,

Angela A. Gregory
Director of Purchasing and Contracts

cc: Chancellor Morgan
Dale Sims
Tom Danford

Austin Peay State University – East Tennessee State University – Middle Tennessee State University – Tennessee State University
Tennessee Tech University – University of Memphis – Chattanooga State Community College – Cleveland State Community College
Columbia State Community College – Dyersburg State Community College – Jackson State Community College
Motlow State Community College – Nashville State Community College – Northeast State Community College
Mississippi State Community College – Roane State Community College – Southwest Tennessee Community
Volunteer State Community College – Walters State Community College – The Tennessee Technology Centers

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Thomas Danford	*Contact Phone:	615-366-4451		
*Contract Number:	N/A	*RFS Number:	N/A		
*Original Contract Begin Date:	1/1/2005	*Current End Date:	12/31/2013		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	1/1/2011				
*Department Submitting:	Tennessee Board of Regents				
*Division:					
*Date Submitted:	12/03/2010				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	Given the budget crisis, vendor was approached for reduce maintenance and service rates in consideration for contract extension. Vendor's offer wasn't received until 11/17/2010 with their proposal that the new amendment take effect 1/1/2011				
*Contract Vendor Name:	SunGard Higher Education				
*Current Maximum Liability:	\$10,594,976				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 10-11	FY: 11-12	FY: 12-13	FY: 13-14	FY 14-15	FY
\$3,305,641	\$3,573,125	\$3,716,210	\$	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 10-11	FY:	FY:	FY:	FY	FY
\$1,619,089	\$	\$	\$	\$	\$
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 reasons and explain how funding was acquired to pay the overage:			N/A		

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:	State:		Federal:	
Interdepartmental:	\$ 10,594,976		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>	
1/1/2009			Reduction in maintenance costs for extension	
Method of Original Award: <i>(if applicable)</i>			RFP	
Include a detailed breakdown of the actual expenditures anticipated in each year of the contract. Include specific line items, source of funding, and disposition of any excess fund. <i>(if applicable)</i>			See Spreadsheet	
Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in positions, reduction in equipment costs, reduction in travel. <i>(if applicable)</i>			\$427,103 See Spreadsheet	
Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. <i>(if applicable)</i>			N/A	

Tennessee Board of Regents - SunGard Higher Education
Banner Maintenance & SMO -- Current and Proposed Pricing for Extension to 2015

Maintenance & SMO Component	Current Agreement			Projected	
	2011	2012	2013	2014	2015 Total
Maintenance and SMO Services (CY) By Fiscal Year	3,373,103 3,305,641	3,502,907 3,573,125	3,643,343 3,716,210	3,789,077 3,864,858	3,940,640 1,970,320
Total Existing Contract		10,594,976			
Proposed New Agreement					
Maintenance and SMO Services By Fiscal Year	3,242,947 3,240,563	3,351,034 3,406,879	3,462,724 3,520,431	3,578,137 3,637,767	3,697,396 1,848,698
Total Proposed Amendment		10,167,873			
FY Projected Savings - Maintenance & SMO	65,078	166,246	195,779	227,092	775,816
Total 3 Year Savings		427,103			348,713

	2011	2012	2013	2014	2015
Current Contract/Amendment by FY	3,305,641	3,573,125	3,716,210		
New Contract/Amendment by FY	3,240,563	3,406,879	3,520,431	3,637,767	1,848,698

Current Contract Remaining Encumbrance 10,594,976

REQUEST: NON-COMPETITIVE AMENDMENT

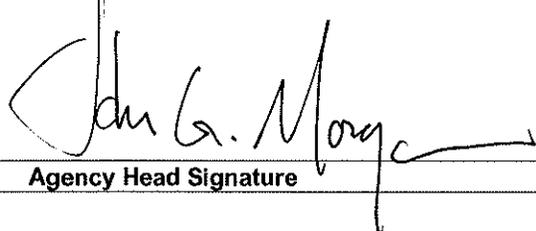
APPROVED

Commissioner of Finance & Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #			
2) State Agency Name :	Tennessee Board of Regents		
EXISTING CONTRACT INFORMATION			
3) Service Caption :	Amendment to Extend Agreement for Enterprise Resource Planning System		
4) Contractor :	SunGard Higher Education		
5) Contract #	TBR Contract No. 100958		
6) Contract Start Date :			1/1/2005
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			12/31/2013
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :			\$10,594,976
PROPOSED AMENDMENT INFORMATION			
9) <u>Proposed</u> Amendment #	TBR Contract No. 100958-B		
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)			1/1/2011
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			12/31/2015
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :			\$15,654,338
13) Approval Criteria : (select one)	<input type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the state	
	<input checked="" type="checkbox"/>	only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :			
In consideration for a 2-year Contract extension, maintenance will be lowered, resulting in \$400K+ savings			
15) Explanation of Need for the Proposed Amendment :			
As problems are discovered with the software, such as security issues, problems, etc. we need the fixes to them along with expertise in their installation, we also need the annual updates for student federal financial aid, and software upgrades.			

16) Name & Address of Contractor's Current Principal Owner(s) : (not required if proposed contractor is a state education institution)		
SunGard Higher Education, 4 Country View Road, Malvern, PA 19355 (Parent Owner: Silver Lake Partners, LLC, 9 West 57 th Street, 25 th Floor, New York, NY 10019)		
17) Documentation of Office for Information Resources Endorsement : (required <u>only</u> if the subject service involves information technology)		
select one:	<input type="checkbox"/> Documentation Not Applicable to this Request	<input checked="" type="checkbox"/> Documentation Attached to this Request
18) Documentation of Department of Personnel Endorsement : (required <u>only</u> if the subject service involves training for state employees)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
19) Documentation of State Architect Endorsement : (required only if the subject service involves construction or real property related services)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :		
Banner® is the intellectual property of SunGard Higher Education and is in use at over 1,600 institutions of higher education worldwide. SunGard has not given permission to any other company or organization to provide maintenance on their baseline product.		
21) Justification for the Proposed Non-Competitive Amendment :		
<p>1. During the evaluation of the ERP software it was determined the SIS component of the software possesses exclusive and/or predominant capabilities providing superior utility not obtainable from similar products. Additionally it was determined that conversion to this system was significantly less expensive.</p> <p>2. As this ERP system is a copyrighted work of SunGard HE, they are the only commercial source for providing maintenance in the form of bug fixes, product improvements and financial aid updates.</p> <p>3. The cost of conversion to another ERP system in order to obtain maintenance and service from the vendor of that system, as well as disruption, re-training, re-writing modifications, and replacement precludes bidding competitively. A single years worth of maintenance is less than a tenth of what it would cost to adopt another system.</p> <p>4. Maintenance and professional and consultant services on ERP systems are unique and the use of non-competitive negotiation is in the best interests of the system. (F&A Rule 0620-3-3-.03)</p>		
REQUESTING AGENCY HEAD SIGNATURE & DATE : (<u>must</u> be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)		
		12-2-2010
Agency Head Signature		Date

CONTRACT SUMMARY SHEET

021406

RFS #		Contract #			
State Agency		State Agency Division			
State University and Community College System of TN					
Contractor Name		Contractor ID # (FEIN or SSN)			
SunGard Higher Education		<input type="checkbox"/> C- or <input type="checkbox"/> V-			
Service Description					
Maintenance on ERP System					
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?	
1/1/2011		12/31/2015		Vendor	
Mark Each TRUE Statement					
<input type="checkbox"/> Contractor is on STARS		<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
11			\$ 3,240,563.00		\$ 3,240,563.00
12			\$ 3,406,879.00		\$ 3,406,879.00
13			\$ 3,520,431.00		\$ 3,520,431.00
14			\$ 3,637,767.00		\$ 3,637,767.00
15			\$ 1,848,698.00		\$ 1,848,698.00
					\$ -
TOTAL:	\$ -	\$ -	\$ 15,654,338.00	\$ -	\$ 15,654,338.00
— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Dale Sims - 615-366-3921		
11	\$ 3,305,641.00	\$ 3,240,563.00	State Agency Budget Officer Approval 		
12	\$ 3,573,125.00	\$ 3,406,879.00			
13	\$ 3,716,210.00	\$ 3,520,431.00			
14		\$ 3,637,767.00			
15		\$ 1,848,698.00			
TOTAL:	\$ 10,594,976.00	\$ 15,654,338.00	Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)		
End Date					
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 checked="" 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)					

Addendum Four to the 2004 Master Amendment

This Addendum Four ("Addendum"), effective January 1, 2011 (the "Addendum Four Effective Date"), is made by and between The State University and Community College System of Tennessee, known generally as the "Tennessee Board of Regents" ("TBR") and SunGard Higher Education Inc. ("SunGard"), formerly named "SunGard SCT Inc.," and amends the 2004 Master Amendment with an Amendment Date of December 16, 2004, as amended by Addendum One with an effective date of December 16, 2004, Addendum 2 with an effective date of December 30, 2008, and Addendum 3 with an effective date of December 21, 2009 (hereinafter collectively, "the Amendment"). Each capitalized term not otherwise defined in this Addendum will have the meaning ascribed to that term in the Amendment whenever that term is used in this Addendum. In the event of conflict between any provisions of the Amendment and the provisions of this Addendum, the provisions of this Addendum will govern.

The Amendment shall be amended only as specified by the following modifications or additions:

1. Term. The term of this Addendum shall begin on January 1, 2011, and expire December 31, 2015 ("Term"). Additional SunGard Proprietary Component Systems licensed by June 30, 2011, will qualify for a 60% discount off the current List Price (based on the enrollment Tier applicable to the purchasing TBR Institution), and SunGard Proprietary Component Systems licensed after that date during the Term will receive a 50% discount off the then-current List Price (again, based on the enrollment Tier applicable to the purchasing Institution).
2. SMO. As of the Addendum Four Effective Date, the SMO services are detailed in Addendum Two to the 2004 Master Amendment, will continue to be provided by SunGard through the Term of this Addendum Four and will be priced as follows:

2011	2012	2013	2014	2015
\$3,242,947.00	\$3,351,034.00	\$3,462,724.00	\$3,578,137.00	\$3,697,396.00

For the avoidance of doubt, the pricing in the table above will replace and supersede the pricing table in Paragraph 2 (SMO) of Addendum Two.

3. Hourly Information Services. Information Services rendered on or after January 1, 2011, including those performed pursuant to an Order Form and / or Work Order signed before the Addendum Four Effective Date, will be provided for \$225 per-person hour Travel Status and \$180 per person-hour other than Travel Status during 2011. The following table sets out the Information Services rates for the Term of this Addendum:

2011	2012	2013	2014	2015
w/out travel / w/travel				
\$180/\$225	\$180/\$225	\$186/\$232	\$192/\$240	\$198/\$248

For the avoidance of doubt, the rates in the table above will replace and supersede the rates set out in the table in Paragraph 3 (Hourly Information Services) of Addendum Two.

4. Limited Warranty. Without limiting the applicability of any other rights or remedies of TBR or any other warranties, duties or obligations of SunGard under the Amendment the provisions of Section 7(c) of the Amendment shall apply to all Information Services provided under the Amendment and this Addendum.

5. Summit and Other Support. SunGard will provide TBR with prepaid "standard level" registrations for fifteen (15) TBR employees to the SunGard Summit each year for the years 2011-2015.

For the each year during the Term of this Addendum, SunGard will provide TBR with financial support in the amount of \$10,000.00 for the TBR-sponsored annual Tennessee Summit and \$5,000.00 for the annual Fall Creek Falls Conference, both held for the benefit of all Tennessee-based Banner licensees. Such support could include providing keynote speakers and/or conference materials; and SunGard will also provide educational presentations at both conferences. TBR will provide one display booth and four free registrations to the Fall Creek Falls Conference, and a display booth and free registrations to the Tennessee Summit for all SunGard SMO employees, SunGard presenters and four additional SunGard attendees.

SunGard will provide a seat for the TBR CIO on the SunGard Pillar program throughout the Term.

6. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference as Attachment 2.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

Except as specifically provided herein, the obligations of the parties and the terms and conditions of the Amendment are hereby ratified and affirmed.

TENNESSEE BOARD OF REGENTS

SUNGARD HIGHER EDUCATION INC.

By: John Mayan DS
Name: Chancellor
Date: 12/17/10

By: [Signature]
Name: JOHN A. MILANA
Date: 12/15/10

**Attachment 1 to Addendum Four
Baseline Component Systems Supported under SMO**

Banner Accounts Receivable
Banner Advancement
Banner Advancement Self-Service
Banner CSS Profile
Banner Channels
Banner Employee Self-Service
Banner Faculty and Advisor Self-Service
Banner Finance
Banner Finance Self-Service
Banner Financial Aid
Banner Financial Aid Self-Service
Banner General
Banner Human Resources
Banner Luminis Data Integration LDI
Banner Position Control
Banner Student
Banner Student Self-Service
Banner Web General
Banner Web Tailor
Banner Workflow
College Board INAS Banner
EDISmart
fsaATLAS
Banner Operational Data Store – ODS (Single instance only, does not include Sep-06 license)
Banner Enterprise Data Warehouse – EDW (Single instance only, does not include Sep-06 license)
Banner Integration for eLearning
Banner Integration Technologies
Banner ePrint
Luminis Basic
Luminis LDI Common
Luminis Platform
Campus Loan Manager – CLM

* TouchNet Full Use Tserve Intelligent Gateway for Web

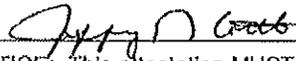
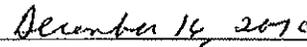
* TouchNet Payment Gateway Suite for Banner (includes: Payment Gateway Credit Card, Payment Gateway WebCheck, eBill Solution for Banner, Payment Plan Manager for Banner, eDisbursements for Banner)

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	SunGard Higher Education Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	23-2303679

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

ADDENDUM THREE TO THE 2004 MASTER AGREEMENT

This Addendum Three ("Addendum"), effective upon the date of final signature (the "Addendum Three Effective Date"), is made by and between The State University and Community College System of Tennessee, known generally as the "Tennessee Board of Regents" ("TBR") and SunGard Higher Education Inc. ("SunGard"), formerly named "SunGard SCT Inc.," and amends the 2004 Master Amendment with an Amendment Date of December 16, 2004, as amended by Addendum One with an effective date of December 16, 2004 (hereinafter collectively, "the Amendment").

The Amendment shall be amended only as specified by the following modifications or additions:

The following sections are added to this Agreement to read as follows:

20. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference as Attachment A.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

21. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a Contractor may make a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.



22. Federal Economic Stimulus Funding. This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. Any subrecipient Contractor, if covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, agrees to specifically identify Recovery Act expenditures separately for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133.
- e. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - (2) Section 1512 – Reporting and Registration Requirements.
 - i. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
 - ii. The subrecipient Contractor must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have an active Contract funded with Recovery Act funds.
 - (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
 - i. gross mismanagement,
 - ii. gross waste,
 - iii. substantial and specific danger to public health or safety,
 - iv. abuse of authority, or
 - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American

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Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:
 - i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
 - ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.

- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
 - i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
 - ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.

- (7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

- (8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
 - f. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
 - g. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions

JM/ JAB

specifically imposing on the subcontractor all requirements set forth in this Contract Section E.22., "Federal Economic Stimulus Funding."

IN WITNESS WHEREOF, the parties have by their duly authorized representative set their signatures.

SUNGARD HIGHER EDUCATION, INC.


Signature

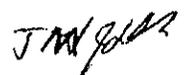
DATE: 12/16/09

Printed Name and Title: JOHN A. MILANA, SVP & CFO

TENNESSEE BOARD OF REGENTS


Charles W. Manning, Chancellor

DATE: 12/21/09



ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

**SIGNATURE &
DATE:**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.





GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman		Sen. Douglas Henry, Vice-Chairman
Representatives		Senators
Curt Cobb	Donna Rowland	Bill Ketron
Curtis Johnson	David Shepard	Doug Jackson
Gerald McCormick	Curry Todd	Paul Stanley
Mary Pruitt	Eddie Yokley	Randy McNally, <i>ex officio</i>
Craig Fitzhugh, <i>ex officio</i>		Lt. Governor Ron Ramsey, <i>ex officio</i>
Speaker Jimmy Naifeh, <i>ex officio</i>		

MEMORANDUM

TO: Mr. Charles W. Manning, Chancellor
Tennessee Board of Regents

FROM: Charles Curtiss, Chairman, Fiscal Review Committee
Bill Ketron, Chairman, Contract Services Subcommittee

DATE: December 22, 2008

SUBJECT: **Contract Comments**
(Contract Services Subcommittee Meeting 12/16)

cc
BK

RFS# N/A

Department: Board of Regents

Contractor: SunGard Higher Education

Summary: The proposed amendment extends the existing contract for an additional four years, through December 31, 2013, provides the pricing structure for the Satellite Maintenance Organization (SMO) services through the extension term as well as the hourly information services price, and increases the maximum liability by \$40,374,886.

Maximum liability: \$62,690,788

Maximum liability w/amendment: \$103,065,674

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Mr. Bob Adams, Vice-Chancellor for Business and Finance
Ms. Angela Gregory, Director of Purchasing and Contracts



Tennessee Board of Regents

1415 Murfreesboro Road - Suite 350 - Nashville, Tennessee 37217-2833
(615) 366-4400 FAX (615) 366-4464

November 21, 2008

Ms. Leni S. Chick
Fiscal Analyst
Rachel Jackson Building, 8th Floor
Nashville, TN 37243

RECEIVED

NOV 21 2008

FISCAL REVIEW

Dear Ms. Chick:

Enclosed please find an Amendment to a competitive Agreement between the Tennessee Board of Regents and SunGard Higher Education providing for an enterprise planning resource system. Please note that this is an extension to an existing contract and the term of this Agreement shall begin January 1, 2009.

Per Fiscal Review's request to see non-competitive agreements/amendments, this contract must be approved by the Committee. **Please contact me regarding the date this will go before the Fiscal Review Committee and I will inform the representatives to insure they are present for the meeting in which the contract will be discussed.** If you have any questions, please do not hesitate to contact me at 366-4436.

Information regarding the contract may be sent to my attention at the Tennessee Board of Regents, 1415 Murfreesboro Road, Suite 350, Nashville, Tennessee 37217.

Sincerely,

Angela A. Gregory
Director of Purchasing and Contracts

cc: Charles Manning
Bob Adams
Tom Danford

Austin Peay State University • East Tennessee State University • Middle Tennessee State University • Tennessee State University
Tennessee Tech University • University of Memphis • Chattanooga State Technical Community College
Cleveland State Community College • Columbia State Community College • Dyersburg State Community College
Jackson State Community College • Motlow State Community College • Pellissippi State Technical Community College
Roane State Community College • Southwest Tennessee Community College • Volunteer State Community College
Walters State Community College • Nashville State Technical Community College • Northeast State Technical Community College
The Tennessee Technology Centers

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Thomas Danford	*Contact Phone:	615-366-4451		
*Contract Number:	100958	*RFS Number:			
*Original Contract Begin Date:	1/1/05	*Current End Date:	1/1/09		
Current Request Amendment Number: <i>(if applicable)</i>	100958-A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	1/1/09				
*Department Submitting:	Tennessee Board of Regents				
*Division:	Information Technology				
*Date Submitted:	11/21/08				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	Given the budget crisis, we approached this vendor to ask if they would reduce their maintenance and service rates. We did not get their offer until 11/10/08 and are not proposing that the new rates will take effect until 1/1/09				
*Contract Vendor Name:	SunGard Higher Education				
*Current Maximum Liability:	\$62,690,788.00				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2005	FY: 2006	FY: 2007	FY: 2008	FY	FY
\$ 12,160,951	\$21,779,685	\$16,583,024	\$12,167,128	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 2005	FY: 2006	FY: 2007	FY: 2008	FY	FY
\$12,160,951	\$21,779,685	\$16,583,024	\$12,167,128	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					
*Contract	State:	\$62,690,788	Federal:		

Supplemental Documentation Required for
Fiscal Review Committee

Funding Source/Amount:			
Interdepartmental:		<i>Other:</i>	
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>	
2005 Amendment (copy included in this packet)		Amendment to add Pay Agency language and other minor modifications to the Agreement.	
Method of Original Award: <i>(if applicable)</i>		Competitive	

Cash Flow Analysis for Fiscal Review Forms

SUNGARD Contract

	2005	2006	2007	2008	2009	2010	2011	2012	2013
<i>Master Agreement</i>									
Implementation Hours	3,824,000	5,621,280	4,215,960	1,770,703	929,619				
1x License Fees	10,140,803								
Maintenance/SMO Costs	2,749,268	2,859,238	2,973,608	3,092,552	3,216,254	3,242,946	3,373,103	3,502,907	3,643,343
Fixed Fee Engagement/DBA	647,428	652,180	657,170	662,409					
Oracle Escallation	704,000	732,160	761,446	791,904	823,580	856,524	890,785	926,416	963,473
Windstar	69,420	72,197	75,085	78,088	81,212	84,460	87,838	91,352	95,006
Bond	20,750	17,150	14,270	11,514	9,261	0	0	0	0
Additional Modifications	716,491	1,003,087	716,491	286,596	143,298	Variable	Variable	Variable	Variable

Additional System 1x

AppWorx	1,455,752								
Evisions		588,248							
ODS/EDW		1,434,176							
TouchNet		1,533,095							
PeopleAdmin			370,298						
CBT's	0								

Luminis Support
Other?

299,000
Variable

Variable Variable Variable Variable Variable

Additional System Recurring

AppWorx	191,136		198,781	206,733	215,002	223,602	232,546	241,848	251,522
Evisions		588,248	70,200	73,008	75,928	78,965	82,124	85,409	88,825
ODS/EDW		1,434,176	11,923	12,400	12,896	13,412	13,948	14,506	15,086
TouchNet		1,533,095	248,345	258,279	268,610	279,354	290,529	302,150	314,236
PeopleAdmin				171,297	178,149	185,275	192,686	200,393	208,409
CBT's	541,512	563,172	585,699	609,127	633,492	658,832	685,185	712,593	741,097
Other					Variable	Variable	Variable	Variable	Variable

Additional Campus

Campus 1x	3,452,478	3,452,478	1,972,845	986,422		Variable	Variable	Variable	Variable
Campus Recurring		517,872	1,056,458	1,394,643	1,598,392	1,662,328	1,728,821	1,797,974	1,869,893
Other					Variable	Variable	Variable	Variable	Variable

TOTALS: 24,321,902 19,237,469 13,928,579 10,405,676 8,484,694 7,285,698 7,577,565 7,875,548 8,190,890 76,378,320

FY: 12,160,951 21,779,685 16,583,024 12,167,128 14,648,023

Amendment:

8,263,179 \$7,285,698 \$7,577,565 \$7,875,548 \$8,190,890 76,156,805 107,086,506

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration
Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #			
2) State Agency Name :	Tennessee Board of Regents		
EXISTING CONTRACT INFORMATON			
3) Service Caption :	Amendment to Extend Agreement for Enterprise Resource Planning System		
4) Contractor :	SunGard Higher Education		
5) Contract #	TBR Contract No. 100958		
6) Contract Start Date :			1/1/2005
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			12/31/2009
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :			Approx. \$62,690,788.00 SEE ATTACHED ANALYSIS
PROPOSED AMENDMENT INFORMATON			
9) <u>Proposed</u> Amendment #	TBR Contract No. 100958-A		
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)			1/1/2009
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			12/31/2013
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :			Approx. \$103,065674.00 SEE ATTACHED ANALYSIS
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the state	
	<input checked="" type="checkbox"/>	only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :			
There will be no additional services from what we are currently being provided by the vendor; however, this does lower the maintenance costs and reduces the variable labor rates.			

15) Explanation of Need for the Proposed Amendment :		
As problems are discovered with the software, such as security issues, problems, etc. we need the fixes to them along with expertise in their installation, we also need the annual updates for student federal financial aid, and software upgrades.		
16) Name & Address of Contractor's Current Principal Owner(s) : (<u>not</u> required if proposed contractor is a state education institution)		
SunGard Higher Education, 4 Country View Road, Malvern, PA 19355 (Parent Owner: Silver Lake Partners, LLC, 9 West 57 th Street, 25 th Floor, New York, NY 10019)		
17) Documentation of Office for Information Resources Endorsement : (required <u>only</u> if the subject service involves information technology)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
18) Documentation of Department of Personnel Endorsement : (required <u>only</u> if the subject service involves training for state employees)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
19) Documentation of State Architect Endorsement : (required <u>only</u> if the subject service involves construction or real property related services)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :		
Banner® is the intellectual property of SunGard Higher Education and is in use at over 1,600 institutions of higher education worldwide. SunGard has not given permission to any other company or organization to provide maintenance on their baseline product. There are no other organizations that are		
21) Justification for the Proposed Non-Competitive Amendment :		
<p>1. During the evaluation of the ERP software it was determined the SIS component of the software possesses exclusive and/or predominant capabilities providing superior utility not obtainable from similar products. Additionally it was determined that conversion to this system was significantly less expensive.</p> <p>2. As this ERP system is a copyrighted work of SunGard HE, they are the only commercial source for providing maintenance in the form of bug fixes, product improvements and financial aid updates.</p> <p>3. The cost of conversion to another ERP system in order to obtain maintenance and service from the vendor of that system, as well as disruption, re-training, re-writing modifications, and replacement precludes bidding competitively. A single years worth of maintenance is less than a tenth of what it would cost to adopt another system.</p> <p>4. Maintenance and professional and consultant services on ERP systems are unique and the use of non-competitive negotiation is in the best interests of the system. (F&A Rule 0620-3-3-.03)</p>		
REQUESTING AGENCY HEAD SIGNATURE & DATE : (<u>must</u> be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)		
<i>Charles W. Manning</i> RHA		11-21-08
Agency Head Signature		Date

Addendum Two to the 2004 Master Amendment

This Addendum Two ("Addendum"), effective December 30, 2008 (the "Addendum Two Effective Date"), is made by and between The State University and Community College System of Tennessee, known generally as the "Tennessee Board of Regents" ("TBR") and SunGard Higher Education Inc. ("SunGard"), formerly named "SunGard SCT Inc.," and amends the 2004 Master Amendment with an Amendment Date of December 16, 2004, as amended by Addendum One with an effective date of December 16, 2004 (hereinafter collectively, "the Amendment"). Each capitalized term not otherwise defined in this Addendum will have the meaning ascribed to that term in the Amendment whenever that term is used in this Addendum. In the event of conflict between any provisions of the Amendment and the provisions of this Addendum, the provisions of this Addendum will govern.

The Amendment shall be amended only as specified by the following modifications or additions:

1. **Term.** The term of this Addendum shall begin on December 30, 2008, and expire December 31, 2013 ("Term"). Additional SunGard Proprietary Component Systems licensed by December 31, 2008, will qualify for a 60% discount off the current List Price (based on the enrollment Tier applicable to the purchasing TBR Institution), and SunGard Proprietary Component Systems licensed after that date during the Term will receive a 50% discount off the then-current List Price (again, based on the enrollment Tier applicable to the purchasing Institution).

2. **SMO.** The SMO services as detailed in the Amendment, including but not limited to, the on-going Improvements and Maintenance for Baseline Component Systems listed in Attachment 1 to this Addendum (Attachment 1 also lists the Component Systems that are no longer supported by SunGard), and Customization Maintenance and program development based on TBR prioritization, will be provided through the services of five (5) SunGard full-time SMO employees in the TBR Nashville offices and at the direction of TBR. In the event that any of the five SunGard SMO employees shall be absent, SunGard shall provide a direct working relationship and "backfill" services with appropriate personnel. Without limiting the terms and conditions relating to the SMO in the Amendment, the parties further specify that the five (5) SunGard full-time-SMO employees shall (a) be provided those SunGard training classes and tutorials which are necessary and/or pertinent for their performance (and as space permits, slots for TBR employees); (b) have access to the SunGard ActionLine and "knowledge bases"; (c) have opportunities to participate in relevant SunGard programs and focus groups; and (d) have access to and assistance from SunGard developers, designers, and programmers as necessary and/or appropriate for their performance. Throughout the Term, SunGard shall provide an annual face to face meeting between SunGard Vice President, Client Services and the TBR SMO Manager. The SMO services during the Term will be priced as follows:

2009	2010	2011	2012	2013
\$3,303,000.00	\$3,242,946.00	\$3,373,103.00	\$3,502,907.00	\$3,643,343.00

Notwithstanding anything to the contrary contained in the Amendment, beginning January 1, 2009, SunGard will not provide TBR with any so-called "training days" (functional and technical training services provided by SunGard subject matter expert personnel other than the SMO employees) as part of the SMO Services.

3. **Hourly Information Services.** Information Services rendered on or after January 1, 2009, including those performed pursuant to an Order Form and / or Work Order signed before the Addendum Two Effective Date, will be provided for \$225 per-person hour Travel Status and \$180 per person-hour other than Travel Status. The following table sets out the Information Services rates for the Term of this Addendum:

2009 w/out travel / w/travel	2010 w/out travel / w/travel	2011 w/out travel / w/travel	2012 w/out travel / w/travel	2013 w/out travel / w/travel
\$180/\$225	\$189/\$236	\$198/\$248	\$208/\$260	\$219/\$273

4. Limited Warranty. Without limiting the applicability of any other rights or remedies of TBR or any other warranties, duties or obligations of SunGard under the Amendment the provisions of Section 7(c) of the Amendment shall apply to all Information Services provided under the Amendment and this Addendum.

5. Summit and Other Support. SunGard will provide TBR with prepaid "standard level" registrations for fifteen (15) TBR employees to the SunGard Summit each year for the years 2009-2013.

For the each year during the Term of this Addendum, SunGard will provide TBR with financial support in the amount of \$10,000.00 for the TBR-sponsored annual Tennessee Summit and \$5,000.00 for the annual Fall Creek Falls Conference, both held for the benefit of all Tennessee-based Banner licensees. Such support could include providing keynote speakers and/or conference materials; and SunGard will also provide educational presentations at both conferences. TBR will provide one display booth and four free registrations to the Fall Creek Falls Conference, and a display booth and free registrations to the Tennessee Summit for all SunGard SMO employees, SunGard presenters and four additional SunGard attendees.

SunGard will provide a seat for the TBR CIO on the SunGard Pillar program throughout the Term.

6. Performance Bond. There shall be no requirement that SunGard furnish TBR with a performance bond after the 2008 Contract Year.

7. Oracle Improvements. Beginning January 1, 2009 and until December 31, 2009, Maintenance for the Baseline Oracle Software-Limited Use CampusWide License Component System shall be provided by SunGard.

8. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference as Attachment 2.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

9. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
- c. With reference to either subsection a. or b. above, a Contractor may make a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

Except as specifically provided herein, the obligations of the parties and the terms and conditions of the Amendment are hereby ratified and affirmed.

TENNESSEE BOARD OF REGENTS

SUNGARD HIGHER EDUCATION INC.

By: Charles W. Manning RHA
 Name: Charles W. Manning
 Date: 12-19-08

By: Valerie Mead
 Name: VALERIE MEAD
VICE PRESIDENT, FINANCE
 Date: 12/30/08

**Attachment 1 to Addendum Two
Baseline Component Systems Supported under SMO**

Banner Accounts Receivable
Banner Advancement
Banner Advancement Self-Service
Banner CSS Profile
Banner Channels
Banner Employee Self-Service
Banner Faculty and Advisor Self-Service
Banner Finance
Banner Finance Self-Service
Banner Financial Aid
Banner Financial Aid Self-Service
Banner General
Banner Human Resources
Banner Luminis Data Integration LDI
Banner Position Control
Banner Student
Banner Student Self-Service
Banner Web General
Banner Web Tailor
Banner Workflow
College Board INAS Banner
EDISmart
fsaATLAS
Banner Operational Data Store – ODS (Single instance only, does not include Sep-06 license)
Banner Enterprise Data Warehouse – EDW (Single instance only, does not include Sep-06 license)
Banner Integration for eLearning
Banner Integration Technologies
Banner ePrint
Luminis Basic
Luminis LDI Common
Luminis Platform
Campus Loan Manager – CLM

* TouchNet Full Use Tserve Intelligent Gateway for Web

* TouchNet Payment Gateway Suite for Banner (includes: Payment Gateway Credit Card, Payment Gateway WebCheck, eBill Solution for Banner, Payment Plan Manager for Banner, eDisbursements for Banner)

* Beginning January 1, 2010, SunGard will no longer provide any Improvements/Maintenance services to TBR or any Institution for any TouchNet products, whether through the SMO, on any other direct basis, or on a pay agency basis. For the period commencing January 1, 2010, TBR and the Institutions must contract directly with TouchNet Information Systems, Inc. in order to obtain Improvements/Maintenance or similar support services for all TouchNet products.

Products no longer supported under SMO:

- Banner Executive Self-service
- Banner Strategic Enrollment Management (SEM)
- Focus Report Writer
- Express for Focus
- Plus Voice Response TouchNet

ATTACHMENT 2 TO ADDENDUM TWO

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	SunGard Higher Education Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	23-2303679

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:  12/30/08

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

**VALERIE MEAD
VICE PRESIDENT, FINANCE**

ADDENDUM ONE TO THE 2004 MASTER ADDENDUM

This Addendum One (“Addendum”), deemed effective as of December 16, 2004 (the “Addendum Effective Date”), is made by and between The State University and Community College System of Tennessee, known generally as the “Tennessee Board of Regents” (“TBR”) and SunGard SCT Inc. (“SCT”), and amends the 2004 Master Amendment with an Amendment Date of December 16, 2004 (the “Amendment”). Each capitalized term not otherwise defined in this Addendum will have the meaning ascribed to that term in the Amendment whenever that term is used in this Addendum. In the event of any conflict between the provisions of the Amendment and the provisions of this Addendum, the provisions of this Addendum will govern.

The parties, intending to be legally bound, agree as follows:

1. Modification of Exhibit I, Definition of “Available Component System.” Exhibit I is modified by deleting the definition of “Available Component System” in its entirety, and replacing that definition as follows:

“Available Component System” (with one or more of the Available Component Systems being collectively referred to as the “Available Software”) means the Component Systems listed in Attachment B. Without affecting any license granted for a Component System prior to the date of any such action by SCT, or SCT’s obligation to provide Improvements therefor during the term of this Amendment, SCT will have the right, from time to time and only on a prospective basis, to delete Component Systems from Attachment B in any instance in which SCT stops granting licenses for the Component System in question; and SCT will have the right and duty to update Attachment B from time to time to add additional Component Systems and any other software or services which become available through SCT thereto.

Without limiting the foregoing, no less frequently than twice during each “Contract Year” (that is, by January 1 and July 1, respectively), SCT, through its Business Development group, will provide to Licensee, care of the Director of Purchasing and Contracts, a written, updated version of Attachment B to reflect those software and services which, as of the date to be specified in the cover letter accompanying such updated version of Attachment B, are available through SCT.

Still further, and without limiting the foregoing, from time-to-time, SCT may make available for acquisition by Licensee or individual Institutions certain products and/or services of third party providers, not as a sublicensor or direct provider of such third party products or services, but instead, only on a “pay agency” basis, as otherwise provided for in attached Appendix F-9, Pay Agency Supplement. For purposes of clarification, SCT will act only as the “pay agent” provider for those third party provider products or services that have been specifically identified as “Pay Agency” products or services in the written, updated version of Attachment B that SCT, through its Business Development group, will provide to Licensee, care of the Director of Purchasing, expressly as provided for in the first paragraph of this definition.

2. Modification of Section 10(a), Term. Section 10(a), **Term**, is deleted in its entirety and replaced as follows:

(a) Term. The right of TBR to license Component Systems, to obtain Improvements and to obtain Information Services pursuant to this Amendment will commence on the Amendment Date and remain in full force and effect through December 31, 2009, inclusive (“Term”). TBR is hereby granted the right to invoke a five (5) year renewal; that is, through December 31, 2014. Written notice to renew the Term must be provided no later than one hundred eighty (180) days prior to the expiration date of the initial Term. Upon Licensee’s invocation of such renewal right, such five (5) year renewal period will also be deemed to be part of the Term. TBR’s exercise of the renewal option shall be subject to compliance with Tennessee purchasing law.

Upon the expiration of the Term, the right of TBR to license additional products, to obtain Improvements and to obtain additional Information Services pursuant to this Amendment will expire. Notwithstanding the foregoing, however, all licenses granted under the Agreement (including pursuant to this Amendment) and all licenses for the Component Systems that SCT has granted prior to the expiration of the Term will remain in full force and effect, subject to the terms and conditions in the applicable agreement between the parties, or (in the case of any licenses granted only for a term of years) will expire, in accordance with the respective terms of the license grant.

For purposes of clarification, the Term does not require, and will not be interpreted to require, that the period for any Maintenance, any term-of-years (as opposed to perpetual) licenses, or any Services engagements undertaken pursuant to an Order Form executed after the Amendment Date be co-terminus with the Term. Further, to the extent that any particular Order Form signed during the Term specifies that: (i) the Maintenance to be provided by SCT pursuant to that Order Form extends for a period of five (5) years from the date of that Order Form, even if such period extends beyond the Term; (ii) Information Services to be provided by SCT pursuant to that Order Form extend for a period of up to five (5) years from the date of that Order Form, even if such period extends beyond the Term; and/or (iii) any term-of-years licenses to be provided by SCT pursuant to that Order Form extend for a period of five (5) years from the date of that Order Form, even if such period extends beyond the Term (all being referred to as “Extended Obligations”), then in all instances, with regard to all such Extended Obligations, the Amendment will be deemed continuing and in full force and effect, notwithstanding the expiration of the Term.

3. Modification of Attachment D, Fees and Payment Schedule. Attachment D, Fees and Payment Schedule, is modified as follows:

(a) Section C, **Maintenance Fees For Baseline Oracle Component System Identified in Table 3(b) of Attachment A**, is deleted in its entirety and replaced as follows:

C. Maintenance Fees For Baseline Oracle Component System Identified in Table 3(b) of Attachment A:

\$704,000, for period from January 1, 2005 through December 31, 2005; Due on August 1, 2005. For each Contract Year thereafter through December 31, 2009, such amount will be increased by 4% over the fee for the immediately preceding Contract Year. Payment will be due on August 1st of the Contract Year for which such payment is being remitted. For any period subsequent to December 31, 2009, Licensee must contract directly with Oracle Corporation to order and obtain Maintenance for the Baseline Oracle Component System.

(b) Section F, **Hourly Information Services (Implementation and Customization Services)**, is deleted in its entirety and replaced as follows:

F. Hourly Information Services (Implementation and Customization Services):

Note: Without limitation, SCT personnel bill for preparation, follow-up and actual travel time (to be limited to four hours per travel leg, per person). SCT will use good faith, diligent efforts to use regionally-based personnel to limit travel time. SCT will bill Licensee for hourly Information Services on a monthly basis, in arrears, as such hourly Information Services are rendered. All such billable Information Services will be provided pursuant to an Order Form. The applicable rates at which such Information Services will be rendered are outlined in the three (3) sections immediately following:

- \$176 per person-hour for Information Services (other than "Travel Status" Information Services, as provided for below) rendered from January 1, 2005 through December 31, 2005. This rate (subject to the annual escalation provided for below) will be the rate applicable for all hourly Information Services, except as provided for in the immediately following section.

- With regard to hourly Information Services related to the implementation of the Amendment Date Component Systems:

\$214 per person-hour for “Available Component System Travel Status” Information Services rendered from January 1, 2005 through December 31, 2005. An SCT Information Services provider will be deemed to be on “Available Component System Travel Status” in any instance in which the SCT Information Services provider in question is rendering Information Services to TBR or an Institution at a location other than that person’s primary place of work for reporting purposes. By way of example and not limitation, if the primary place of work for reporting purposes for a given SCT consultant were Malvern, Pennsylvania, then in such instance, that person would bill at the “Available Component System Travel Status” rate when traveling to or from a Tennessee location, and when providing Information Services at the Tennessee location, but would bill at the regular hourly Information Services rate when rendering Information Services to TBR or an Institution at SCT’s Malvern, Pennsylvania headquarters (such as preparation time and trip reports that the person in question generates in Malvern, Pennsylvania). Similarly, if an SCT consultant’s primary place of work for reporting purposes were Nashville, Tennessee, then that person would bill at the regular hourly Information Services rate when rendering Information Services to TBR or an Institution at TBR’s Nashville, Tennessee offices, but would bill at the “Available Component System Travel Status” Information Services hourly rate when traveling to another Tennessee location (such as Memphis), and when rendering Information Services at that other location (in this example, Memphis). Notwithstanding any language to the contrary otherwise contained in the Amendment, Licensee will not additionally have to reimburse SCT for Expenses incurred by SCT personnel when such personnel are providing Information Services at the “Available Component System Travel Status” hourly rate.

- For each calendar year thereafter during the Term, the hourly rate (that is, both the regular rate and the Available Component System Travel Status rate) for Information Services rendered during that calendar year will be 105% of the hourly rate for such Information Services for the immediately preceding calendar year.

(c) Section G, **Expenses**, is deleted in its entirety and replaced as follows:

G. Expenses:

- Licensee will reimburse SCT for travel and associated expenses that SCT personnel providing hourly Information Services (other than "Available Component System Travel Status" Information Services") actually incur. The difference between the "Available Component System Travel Status" Information Services hourly rate and the regular Information Services hourly rate (the "Rate Difference") represents that amount to be paid to SCT in lieu of Expenses associated with hourly Information Services for the implementation of the Amendment Date Component Systems. The aggregate Rate Difference amount over the projected four (4) year implementation of the Amendment Date Component Systems will not exceed \$3,200,000 without Licensee's prior approval, to be provided for in an additional amendment to the Agreement.

4. Modification of Order Form. Attachment E, Order Form Template, is modified by adding the following above the signature line of the Order Form:

Institutional Expense? (Check one) _____ Yes _____ No

Each Order Form pursuant to which an Institution is to obtain from SCT any of the Available Component Systems, any third party products or services "pay agency" offerings identified in the then-current Attachment B, or any Information Services OTHER THAN Information Services related to the implementation of the Amendment Date Component Systems (collectively and individually the "Attachment B Offerings"), SCT will mark "Yes" on the "Institutional Expense" entry to indicate that all amounts payable for such Attachment B Offerings will be "Institutional Expenses," and accordingly, SCT will invoice the Institution in question, and not TBR directly, for such Attachment B Offerings amounts. SCT will send all such Order Forms to TBR for TBR's prior written approval.

5. Addition of Appendix F-9, Pay Agency Supplement. Appendix F-9, Pay Agency Supplement, attached to this Addendum, is hereby made a part of and incorporated by reference into the Amendment.

6. Integration Provision. The Amendment as hereby amended shall remain in full force and effect in accordance with its terms. By signing in the space indicated below, the corresponding authorized representatives of the parties have indicated agreement on behalf of the parties to the terms set forth herein.

SUNGARD SCT INC.
 By: _____
 Name: VALERIE MORONEY
VICE PRESIDENT, FINANCE
 Title: _____

TENNESSEE BOARD OF REGENTS
 By: Charles W. Manning
CHA
 Name: Charles W. Manning
 Title: Chancellor

Appendix F-9

Pay Agency Supplement

1. Additional Definitions. "Pay Agency Products" means those products and services of a third party vendor (in each case, a "Vendor") that both: (a) SCT, as otherwise provided for in the Amendment, has notified Licensee's Director of Purchasing and Contracts, are available through SCT on a pay agency basis; and (b) are identified in a particular Order Form under the heading "Pay Agency Products."
2. Limited Pay Agent Designation. Licensee hereby designates SCT as Licensee's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SCT, on behalf of Licensee, to make payment to each Vendor for procurement by Licensee or a particular Institution (as provided for in any particular Order Form) of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Licensee and Vendor. Licensee covenants and agrees that it will promptly take actions as reasonably necessary to effect such designation of SCT as Licensee's pay agent) as provided for in this Paragraph 2; and SCT covenants and agrees that, promptly after receipt of payment from Licensee, SCT will make payment to each Vendor for procurement of the Pay Agency Products.
3. Pay Agency Products Procurement. SCT will, as soon as reasonably practicable, obtain for Licensee/an Institution (as provided for in the Order Form in question), as Licensee's pay agent, the Pay Agency Products from the Vendor, for use by Licensee or a particular Institution in each instance pursuant to the applicable Vendor Agreement. SCT will remit payments made to SCT by Licensee promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Licensee. **LICENSEE ACKNOWLEDGES AND AGREES THAT THE PAY AGENCY PRODUCTS ARE NOT PROVIDED TO LICENSEE BY SCT. LICENSEE MUST SIGN AN AGREEMENT DIRECTLY WITH THE VENDOR IN ORDER TO OBTAIN THE PAY AGENCY PRODUCTS IN EACH AND EVERY INSTANCE. LICENSEE IS HEREBY ADVISED THAT VENDOR, AND NOT SCT, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SCT IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SCT IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM LICENSEE ON BEHALF OF VENDOR. IN NO EVENT WILL SCT BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO LICENSEE, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN LICENSEE ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**
4. Term of Pay Agency. In each instance, SCT's status as Licensee's pay agent will expire promptly after SCT remits payment of the Pay Agency Products fees to Vendor on behalf of Licensee.
5. Disclaimer of Warranties For Pay Agency Products. Licensee agrees and understands that **SCT MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO LICENSEE BY VENDOR. TO THE EXTENT PERMITTED BY TENNESSEE LAW, SCT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. LIMITATIONS OF LIABILITY REGARDING PAY AGENCY PRODUCTS. **EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM LICENSEE TO THE VENDOR PURSUANT TO THIS AGREEMENT, TO THE EXTENT PERMITTED BY TENNESSEE LAW, SCT WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. TO THE EXTENT PERMITTED BY TENNESSEE LAW, IN NO EVENT WILL SCT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SCT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

CONTRACT SUMMARY SHEET

021406

RFS #	Contract #
State Agency	State Agency Division
Tennessee Board of Regents	
Contractor Name	Contractor ID # (FEIN or SSN)
SunGard Higher Education	<input type="checkbox"/> C- or <input type="checkbox"/> V-

Service Description			
Software maintenance and service for the Banner ERP System			
Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
1/1/2005	12/31/2009		

Mark Each TRUE Statement

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

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2005	\$ 12,160,951.00				\$ 12,160,951.00
2006	\$ 21,779,685.00				\$ 21,779,685.00
2007	\$ 16,583,024.00				\$ 16,583,024.00
2008	\$ 12,167,128.00				\$ 12,167,128.00
					\$ -
					\$ -
TOTAL:	\$ 62,690,788.00	\$ -	\$ -	\$ -	\$ 62,690,788.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	<i>Robert H. Adams 366-4413</i>
2009		\$ 9,445,185.00	State Agency Budget Officer Approval
2010		\$ 7,285,698.00	
2011		\$ 7,577,565.00	
2012		\$ 7,875,548.00	
2013		\$ 8,190,890.00	
TOTAL:	\$ -	\$ 40,374,886.00	Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
End Date			

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 type="checkbox"/> Small Business	<input 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)

- During the evaluation of the ERP software it was determined the SIS component of the software possesses exclusive and/or predominant capabilities providing superior utility not obtainable from similar products. Additionally it was determined that conversion to this system was significantly less expensive.
- As this ERP system is a copyrighted work of SunGard HE, they are the only commercial source for providing maintenance in the form of bug fixes, product improvements and financial aid updates.
- The cost of conversion to another ERP system in order to obtain maintenance and service from the vendor of that system, as well as disruption, re-training, re-writing modifications, and replacement precludes bidding competitively. A single years worth of maintenance is less than a tenth of what it would cost to adopt another system.
- Maintenance and professional and consultant services on ERP systems are unique and the use of non-competitive negotiation is in the best interests of the system. (F&A Rule 0620-3-3-.03)

2004 MASTER AMENDMENT

**Between
The Tennessee Board of Regents
and
SunGard SCT Inc.**

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Exhibit I Definitions

"Amendment Date" means the effective date of this Amendment.

"Amendment Date Component System" means a Component System listed in Attachment A. As of the Amendment Date, TBR is obtaining from SCT a license to use the Amendment Date Component Systems for the Institutions also listed in Attachment A, as more fully provided for in Attachment A, and for the fees otherwise provided for in this Amendment. For all purposes of this Amendment, Attachment A will be deemed an Order Form for the Amendment Date Component System.

"Appendix" means, in each instance, a document which is marked as an "Appendix" and is attached to this Amendment. Each Appendix is incorporate herein by this reference.

"Attachment" means, in each instance, a document which is marked as an "Attachment" and is attached to this Amendment. Each Attachment is incorporated herein by this reference.

"Available Component System" (with one or more of the Available Component Systems being collectively referred to as the "Available Software") means the Component Systems listed in Attachment B. Without affecting any license granted for a Component System prior to the date of any such action by SCT, or SCT's obligation to provide Improvements therefor during the term of this Amendment, SCT will have the right, from time to time and only on a prospective basis, to delete Component Systems from Attachment B in any instance in which SCT stops granting licenses for the Component System in question; and SCT will have the right and duty to update Attachment B from time to time to add additional Component Systems and any other software or services which become available through SCT thereto.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SCT's warranty services and Maintenance, but without any other modification whatsoever.

"Cohort" means each one of the four (4) discrete groups of Institutions, whose constituent Institution members, for purposes of obtaining group training, and for the provision of parallel implementation efforts, will work together, in a coordinated manner, to receive Information Services from SCT for the implementation of the Component Systems.

"Committed Services" means that quantity of Information Services identified on the Institution's Order Form (Attachment E) and that the Institution is committing to obtain from SCT and SCT has committed to provide in such instance.

"Component System" means any one of the computer software programs: (a) that is identified in Attachment A as an "Amendment Date Component System"; or (b) that is identified in Attachment B and is also listed in an Order Form as a Component System; or (c) for purposes of obtaining Maintenance and/or Information Services therefor, any SCT-provided software system licensed to TBR or an Institution by SCT prior to the Amendment Date and sometimes identified as a "Major System"; and in any event, including all copies of Source Code (if provided), Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" shall have the meaning as provided in Section 8 of the Original Agreement.

"Contract Year" means each one (1) year period beginning on January 1st and ending on December 31st of the same calendar year.

"Customization" means any SCT-developed changes to and/or creations of Source Code and/or Object Code in compliance with the Customization Specification for such Customization, but without any other change whatsoever.

"Customization Conforming Date" means a date occurring during the Term on which the testing, correction, and review requirements agreed upon by the parties in writing for any particular Customization have been completed for that Customization.

“Customization Defect” means, in each instance, a material deviation between a Customization and its Customization Specification, for which Customization Defect SCT has been provided with enough information for SCT to replicate the deviation on a computer configuration which is both comparable to the computer configuration for which SCT created the Customization and which computer configuration is under SCT’s control.

“Customization Delivery Date” means, for each Customization, the date TBR or an Institution, as applicable, first receives that Customization at the Delivery Address.

“Customization Maintenance” means, for each Customization, the provision of corrections and workarounds for Customization Defects, as well as the provision by the SMO of such Customization revisions as may reasonably be required under applicable Tennessee legislative/regulatory mandate.

“Customization Specification” means that detailed specification that TBR or an Institution, as applicable, and SCT will agree upon in writing in each instance for a Customization, and from which Customization Specification SCT will generate the Source Code and Object Code for such Customization.

“Delivery Address” means TBR’s office address at the shipping address set forth in the applicable Order Form as the Delivery Address; provided, however, that in any particular Order Form, the address of the Institution named in that Order Form can be substituted as the “Delivery Address” for purposes of that Order Form.

“Delivery Date” means, for each Component System, the date that a Baseline Component System arrives F.O.B. the Delivery Address from SCT’s place of shipping (generally, Malvern, Pennsylvania).

“Documentation” as it refers to any Baseline Amendment Date Component System, means: (i) the then-current SCT-provided on-line and hard copy user and system manuals and printed information relating to the operation and functionality of the Baseline Licensed Software; and (ii) to the extent the same refer to functionality existing, as of the Effective Date, in a particular Baseline Component System, the Proposal Section. For purposes of clarification, to the extent the Proposal Section refers to any functionality that is not, as of the Amendment Date, included in any Baseline Amendment Date Component System that is available in general release as of the Amendment Date (“Future Functionality”), then such references to Future Functionality do not and will not constitute a commitment on the part of SCT to develop or to deliver to Licensee any such Future Functionality.

“Documented Defect” means, alternatively: (a) a material deviation between the Baseline Component System and its documentation (and for any Amendment Date Component System, its Documentation); and (b) a material deviation between a Customization and its Customization Specification; and in either instance, for which Documented Defect SCT has been provided with enough information to enable SCT to replicate the deviation on a computer configuration which is both comparable to the Equipment (or, in the case of a Customization, the computer configuration for which SCT created such Customization) and is under SCT’s control.

“Enhancements” means general release (as opposed to custom) changes to a Baseline Component System which increase the functionality of the Baseline Component System. Enhancements are provided pursuant to the Maintenance Agreement.

“Enrollment” means an Institution’s student enrollment as provided for in the then-current edition of the Higher Education Directory (published by Carroll’s as of the Amendment Date), or some similar, disinterested higher education enrollment source as may then be designated by SCT to define Component System pricing tiers for its higher education customers and potential customers.

“Equipment” means, in each instance, host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s), with all SCT-required third party databases and hardware/software peripherals, all located within the United States of America and for which SCT supports the Licensed Software.

“Exhibit” means, in each instance, a document which is marked as an “Exhibit” and is attached to this Amendment. Each Exhibit is incorporated herein by this reference.

“Expiration Date” means, with respect to each Baseline Component System, the date upon which the initial Maintenance term ends for such Baseline Component System as provided for in the applicable Order Form.

"FTE" means one or more SCT employees engaged to provide SMO Services or other Information Services to TBR on a full-time basis, including two or more such SCT employees whose collective employment effort is the full-time employment equivalent of a single SCT employee engaged to provide SMO Service or other Information Services to TBR on a full-time basis, during the regular business hours generally observed by employees of TBR, and excluding SCT training time, administrative time, sick time, holiday time and vacation time.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided pursuant to the Maintenance Agreement attached as Attachment H.

"Information Services" means, in each instance, the implementation, training, customization and/or consulting, Customization/Work Product (as that term is defined in Attachment J) maintenance/support, help desk, and other information technology services that SCT is to provide to TBR or an Institution, as applicable, pursuant to an Order Form (Attachment E) and the Statement of Work (Attachment M) attached thereto, and for the remuneration otherwise provided for in such Order Form or Statement of Work.

"Information Services Agreement" means that certain document attached to this Amendment and marked as "Attachment J," pursuant to which SCT will provide Information Services.

"Institution" means each of the State of Tennessee public institutions of higher education, and the applicable institutional foundations, that is listed in Attachment C, as well as the TBR itself.

"Intellectual Property" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Licensed Software" means, with regard to the software products being licensed pursuant to this Amendment, the Component Systems for which a right of use has been granted pursuant to this Amendment, including the Amendment Date Component Systems, and other Component Systems licensed after the Amendment Date pursuant to an Order Form, in the aggregate.

"List Price" means the SCT list containing the prices at which SCT makes its products and services generally available to institutions of higher education in the United States.

"Maintenance" means the provision of Improvements by SCT to TBR, for and on behalf of itself and the other Institutions, under the terms and conditions of the Maintenance Agreement, and for the fees provided for in Attachment D. Without limitation, Maintenance includes providing corrections of and/or avoidance procedures (that is, a workaround that will enable the continued use of the Baseline Component System in question without a material adverse impact on the Institution's day-to-day business operations) for Documented Defects. Without limitation, as part of Maintenance, during the applicable Maintenance term, SCT will provide Licensee with all new releases of the Baseline Component Systems that Licensee licenses from SCT during the Term, including without limitation for the Baseline Amendment Date Component Systems.

"Maintenance Agreement" means that certain document attached to this Amendment and marked as "Attachment H," pursuant to which SCT will provide Maintenance.

"New Releases" means new editions of a Baseline Component System.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Order Form" means a document substantially in the form of Attachment E and executed by the individual institution and SCT, in each instance, and specifying in each instance, as applicable, the Licensed Software licensed, the term of the Maintenance therefore, the Information Services to be provided by SCT pursuant thereto, and the Institution to which SCT is to provide the same in each instance. SCT shall provide a copy of each Order Form to TBR for inclusion in the Agreement.

"Partial Year" means any period specified in an Order Form as a "Partial Year," and consisting of a prorated portion of a Contract Year. By way of example and not limitation, the period from the April 1, 2005 through December 31, 2005, inclusive, would be a "Partial Year."

"Permitted Personnel" means: (i) employees of TBR and/or an Institution (as applicable) having a need to know; (ii) any regulatory body having a need to know and under an obligation of confidentiality and non-disclosure; and (iii) third party consultants engaged by TBR/an Institution who have a need to know, including any third party engaged to provide remote hosting services for the Licensed Software for TBR or an Institution under contract to TBR with a need to know; provided, that as a condition of being Permitted Personnel, persons or entities in category (iii) must, prior to obtaining access to the Licensed Software, have executed an SCT-approved non-disclosure agreement, Attachment L.

"Premises" means data processing facility(ies) located at TBR and designated by TBR from time to time as locations at which or from which SCT is to provide Information Services to Institutions.

"Project Plan" means, in each instance, a detailed plan describing the specific Information Services to be performed by SCT and the associated activities to be handled by TBR in connection therewith. Upon its creation and approval by both parties as further required herein, the Project Plan will be deemed incorporated into the Information Services Agreement (Attachment J) by reference, without further action by either party. SCT shall provide a copy of each to TBR.

"Proposal Section" means pages 7-1 through 7-107, inclusive (and excluding and deleting any pages thereafter, of Section 7 of the SCT Proposal, General Overview, which Proposal Section is expressly incorporated into this Amendment by this reference for purposes of the definition of "Documentation."

"SCT-Proprietary Component System" means, in each instance, one (1) of the Available Software Component Systems identified in Attachment B under the heading of "SCT-Proprietary Component System." An SCT-Proprietary Component System is an Available Component System for which SCT is the exclusive owner of all of the technology and intellectual property contained in or otherwise comprising such Component System.

"SMO Services" means the services specifically identified in this Amendment as the "SMO Services" and that SCT will provide to TBR pursuant this Amendment, for the period provided for in this Amendment.

"SMO Year" means each one (1) year period, running consecutively with each Contract Year, during which SCT will provide TBR with SMO Services, as otherwise provided for in this Agreement.

"Software" means the Source Code, Object Code and other executable code for application software products, operating systems, database systems, computer language facilities, development tools; and the related specification(s) therefor.

"Satellite Maintenance Organization" or "SMO" means a physical facility located in Nashville, or such other location as the parties may agree in writing, in Tennessee provided and maintained by TBR, and from which facility SCT will provide the SMO Services generally described in Attachment A for the period otherwise provided for in this Amendment.

"Software Supplement" means, in each instance, the supplement attached to this Amendment as part of Attachment F that contains additional terms, conditions and limitations pertaining to the particular Component System referenced in such supplement. Certain Software Supplements are attached to this Amendment and are included in Attachment F. Other Software Supplements may be attached to and made a part of this Amendment upon the execution by TBR and SCT of an amendment expressly providing that such Software Supplement is so being attached to and made a part of this Amendment.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Statement of Work" means, in each instance, a written description, substantially in the form of Attachment M, of the Information Services to be rendered by SCT. Each Statement of Work will be deemed incorporated into this Amendment by reference without further action by either party. SCT shall provide a copy of each Statement of Work to TBR before the work specified in the Statement of Work begins.

"Third Party Component System" means, in each instance, one (1) of the Available Software Component Systems identified in Attachment B under the heading of "Third Party Component Systems."

"TBR" means The State University and Community College System of Tennessee, known generally as the "Tennessee Board of Regents." TBR is also referred to in this Amendment as "Licensee."

“Total License Fee” means the amount provided for in Attachment D for the Amendment Date Component Systems.

Exhibit II

Preliminary Project Plan / Time Frames Implementation Schedule

The parties will develop a definitive Project Plan, with an implementation schedule setting out the projected time frames for the implementation of the Amendment Date Component Systems for each Cohort/Institution, with such definitive Project Plan to be based upon the preliminary Project Plan timeline attached hereto as part of this Exhibit II.

The definitive Project Plan will contain a schedule setting out the projected dates for SCT-provided training associated with the implementation of the Amendment Date Component Systems for each Cohort/Institution, with such training schedule to be based upon the preliminary Cohort-based training schedule included in the preliminary Project Plan timeline attached hereto as part of this Exhibit II.

Further, the definitive Project Plan will require that, in connection with the implementation of each Amendment Date Component System, and further, in connection with the implementation of all of the Amendment Date Component Systems collectively, SCT will provide Licensee with a report at the time that SCT reasonably determines that the implementation of the Amendment Date Component System in question, or the Amendment Date Component Systems collectively, have been fully implemented for use in a production mode, and such report will identify any tasks that SCT believes must still be completed (and identifying whether such tasks are the responsibility of SCT, a particular Cohort/Institution, or Licensee itself) to enable the software in question to be used in a production mode.

Upon its completion, and subject in any event to its further revision by the parties, the definitive Project Plan will be deemed incorporated into this Amendment by this reference without further action by either party, and SCT will provide TBR with a true and correct copy thereof for inclusion into this Amendment.

2004 MASTER AMENDMENT

This 2004 Master Amendment (“Amendment”), made this 16th day of December, 2004 (“Amendment Date”), is entered into by and between The State University and Community College System of Tennessee, known generally as the “Tennessee Board of Regents” (“TBR,” and also referred to as “Licensee” throughout this Amendment), for and on behalf of itself and each Institution; and SunGard SCT Inc. (“SCT”), formerly named “SCT Software & Resource Management Corporation,” and legal successor by merger to “SCT Software & Technology Services, Inc.”

Background

SCT and TBR are parties to a Master Software License and Services Agreement with an Agreement Date of January 29, 1993 (“Original Agreement”), as the Original Agreement was thereafter amended from time to time (as so amended, the “Full Agreement”). Each software license granted by SCT pursuant to the Full Agreement is hereby ratified, and each such software license will remain in full force and effect in accordance with the applicable terms and conditions of the Full Agreement. Without limiting the foregoing, however, solely for the purposes of this Amendment, the “Agreement” means only the Original Agreement, together with the “Third SMO Amendment to Master Software License and Services Agreement” having a “Third SMO Amendment Date” of January 1, 2001 (the “Third SMO Amendment”). The “Agreement,” as defined in the immediately preceding sentence, is restated and incorporated into this Amendment by this Amendment, and hereinafter, all references to this Agreement will be deemed to be references to the Original Agreement, together with the Third SMO Agreement, both as further modified by this Amendment.

TBR issued a certain Request For Proposal entitled Tennessee Board of Regents Request for Proposal Enterprise Resource Planning System RFP 2004-05 and dated April 15, 2004 (“TBR RFP”) for administrative software and related implementation services to replace the administrative software in use by the Institutions and TBR as of the Amendment Date. SCT, in response to the TBR RFP, submitted a certain proposal entitled SunGard SCT’s Response to Tennessee Board of Regents’ Request for Proposal for an Enterprise Resource Planning System RFP 2004-05 and dated June 17, 2004 (“SCT Proposal”). Based upon the TBR RFP and the SCT Proposal, the parties engaged in good faith negotiations for the acquisition by TBR from SCT of certain administrative software products and related services, with such good faith negotiations culminating in the parties’ execution of this Amendment.

The parties are entering into this Amendment so that: (a) TBR, for benefit of itself and the Institutions, will obtain license to use certain proprietary and third party software systems from SCT; (b) TBR, for benefit of itself and the Institutions, will obtain information technology services and maintenance/support services for software systems licensed pursuant to this Amendment; (c) TBR, for benefit of itself and the Institutions, will obtain maintenance/support services for software systems that TBR and Institutions licensed from SCT prior to the Amendment Date; and (d) TBR and each Institution will have the right to obtain a license to use additional SCT-provided software systems, and maintenance/support for such additional software systems, and additional/other information technology services related to such additional SCT-provided software systems, all for the fees provided for in this Amendment and on the terms and conditions of the Agreement as amended hereby.

Accordingly, the parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Each term defined in the Original Agreement or the Third SMO Amendment (as applicable) will have the meaning ascribed to that term in the Original Agreement/Third SMO Amendment whenever that term is used in this Amendment, unless the context requires otherwise or that term is re-defined in this Amendment. In such instances, a defined term will instead have the meaning ascribed to that defined term in this Amendment, in Exhibit I, whenever that term is used in this Amendment. Additionally, certain other terms are defined within the operative provisions of this Amendment.

2. Right to Grant License and Ownership. SCT has all rights to grant the license and rights of usage for the Licensed Software provided for in this Amendment; except as otherwise indicated in an applicable Software Supplement, SCT owns the Licensed Software.

3. License. Subject to the terms and conditions of this Amendment, SCT hereby grants to TBR, for benefit of each Institution identified in Attachment A as having a right of use for that Amendment Date Component System (including for benefit of each foundation and/or a “Tennessee Technology Center” that is affiliated with that Institution, and in either instance, the primary purpose of which is to advance the educational mission of that Institution), a non-exclusive, non-transferable perpetual (unless otherwise specified in Attachment A) license to use and copy for use each Amendment Date Component System specified in Attachment A, on the Equipment and only for the Institution’s computing operations.

Additionally, and also subject to the terms and conditions of this Amendment, SCT will grant to TBR, for benefit of each Institution identified in the Order Form in question, a non-exclusive, non-transferable license to use and copy for use any additional Component System (as provided in the then-current version of Attachment B) as specified in the Order Form in question, on the Equipment and only for the Institution's computing operations.

In any instance, the computer readable media containing Source Code and Object Code for the Licensed Software may also contain Source Code and Object Code for Component Systems for which a right of use is not being granted. Neither TBR nor any Institution may make any use of any Source Code and/or Object Code for any such Component Systems for which a license has not so been expressly granted. Each license granted pursuant to this Amendment will be a perpetual license, subject in any event to the terms, conditions and restrictions of this Amendment, unless the particular Software Supplement for the Component System in question specifies that the license is granted only for a specified term of years, in which case such license will be granted for only the applicable term of years specified in this Amendment or the Order Form pursuant to which such Component System license is being acquired, as applicable. Any license rights not expressly granted in this Amendment are expressly reserved.

(a) Source Code. If the Order Form in question (including, for purposes of each Amendment Date Component System, Attachment A) does not otherwise provide that TBR/the Institution in question has a right to use Source Code for a particular Component System, then such Institution has no rights in or to the Source Code for that Component System. Only with respect to the Component Systems for which the Source Code is so licensed will TBR/an Institution have the right to compile, modify, improve and enhance that Component System. Neither TBR nor any Institution will disclose all or any part of the Source Code for the Licensed Software to any person except Permitted Personnel who, before obtaining access to the Source Code, have been informed in writing of the non-disclosure obligations imposed on TBR, the applicable Institution and such Permitted Personnel pursuant to this Amendment.

(b) Object Code. An Institution has the right to use the Licensed Software licensed by that Institution pursuant to the applicable Order Form in Object Code form. An Institution also has the right to use the Licensed Software licensed by that Institution pursuant to the applicable Order Form in Object Code form temporarily on another SCT-supported configuration, for disaster recovery of the Institution's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, TBR and Institution can make a reasonable number of copies of the documentation for each Component System listed on its respective Order Form for its use in accordance with the terms of this Amendment.

(d) Restrictions on Use of the Licensed Software. Reverse engineering, disassembly or de-compilation of the Licensed Software are all strictly prohibited. Use of the Licensed Software to provide data processing services to third parties, or to any Institution for which a license for use has not been expressly granted by SCT, is strictly prohibited. The Licensed Software may not be used by, or disclosed to, any person except Permitted Personnel. Without limiting the foregoing, use of the input and/or output sensory displays of or from the applicable Licensed Software by third parties on a strict "need to know" basis, will not be deemed a non-permitted disclosure of the Licensed Software. The Licensed Software, in whole or in part, may not be exported outside of the continental United States of America, in any manner or by any means, without in each instance obtaining SCT's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate governmental authorities.

(e) Intellectual Property Rights Notices. The Intellectual Property rights notice(s) embedded in or that SCT otherwise provides with the Licensed Software may not be altered or removed. The unaltered Intellectual Property rights notice(s) must be reproduced in any full or partial copies of the Licensed Software.

4. Information Services Provided Pursuant to Information Services Agreement. SCT will provide TBR/Institutions with Information Services as specified in particular Order Forms and on the terms and conditions of the Information Services Agreement (Attachment J). Without limitation, as of the Amendment Date, SCT will provide TBR with the Information Services specified in Attachment A, including the SMO Services specified in Attachment A.

Notwithstanding any other provision of the Agreement, including without limitation the Third SMO Amendment, the term of the Third SMO Amendment (SMO term which was from January 1, 2001 through December 31, 2005), will be terminated and concluded as of December 31, 2004, and thereafter will be superseded and replaced by a new term commencing on January 1, 2005 and continuing thereafter as otherwise provided for in this Amendment. The execution of this Amendment will be deemed to relieve TBR of its obligation to remit payment to SCT of any amounts for goods/the Third SMO Amendment SMO services otherwise provided, including software maintenance charges of the Third SMO for any period after December 31, 2004; provided, however, that the obligation of-TBR and/or each Institution to pay SCT any other amounts for goods or services not otherwise provided for in this Amendment will continue in full force and effect notwithstanding the parties' execution of this Amendment, and such other amounts will be payable to SCT in accordance with the terms and conditions of the contract documents giving rise to such obligation of payment to SCT. SCT and TBR covenant and agree to work together in good faith to reconcile, as soon as reasonably practicable after the Amendment Date, any payment obligations that should have been included in or excluded from (as applicable) payment under this Amendment.

(a) Implementation Schedule. The parties agree work together to prepare the definitive Project Plan and the implementation schedule to be included in the Amendment as Exhibit II for the implementation of the Amendment Date Component Systems for each Institution; and further, for the creation of discrete Project Plans for the completion of any Information Services per an applicable Order Form in each instance. SCT will provide copies of such Project Plans to Licensee for inclusion in this Amendment. Without limiting the foregoing, Licensee acknowledges and agrees that the projected implementation/training timeframes referenced in this Exhibit II regarding the Amendment Date Component Systems are, without limitation, conditioned upon the cooperation of the Institution members of each Cohort, and the timely discharge by each Cohort and its constituent Institution members of the responsibilities assigned to each in the definitive Project Plan for the implementation of the Amendment Date Component Systems.

(b) Information Services. In each instance, TBR and the applicable Institution will work with SCT to develop a Project Plan that identifies SCT's, TBR's, and each Institution's responsibilities. Such Project Plan shall be subject to SCT approval, which approval SCT shall not unreasonably withhold.

(1) SCT Overall Responsibilities. Each Project Plan will specify the training, functional product consulting, and technical consulting that SCT shall provide in connection with the applicable Licensed Software.

(2) TBR and each Institution Project Plan Responsibilities. In each instance, TBR will assign an overall project manager during the term of the project to coordinate project implementation with SCT. Responsibilities of TBR's project manager will include:

- Daily access by SCT for project coordination;
- Establishment and daily management of TBR implementation plans;
- Review of all SCT delivered documentation;
- Coordinating project activities with TBR's and each Institution's data processing department;
- Managing production preparation activities in both technical and user areas;
- Coordinating the resolution of any changes in TBR's policies or operating procedures; and
- Authorizing payments.

(3) Progress Meetings. With regard to the Project Plan for the Amendment Date Component Systems, there shall be weekly progress meetings during the period covered by the implementation schedule (the "Implementation Schedule") provided for in such Project Plan.

(4) Authorizations. Only the TBR and Institution senior contract officers are authorized to execute an Order Form, in each instance, to authorize any additional services to be provided by SCT and to approve final resolution of disputes that may arise between the parties in any instance.

(5) Institutional Participation. Additionally, a primary systems coordinator will be appointed at each Institution. The primary systems coordinator will have the same responsibilities and coordinate his/her Institution's project with the TBR project manager. With regard to the Amendment Date Component Systems, representatives of TBR and each Institution shall participate in production preparation activities and SCT-provided training.

(6) Conditions. With regard to the Amendment Date Component Systems, and any subsequently-licensed Component Systems, TBR agrees to provide the following hardware and software (the "TBR Environment"), and access to TBR and Institution facilities.

(i) Hardware and Software. TBR and each Institution agree to provide SCT with non-exclusive access to the Equipment, at no cost to SCT, on or before the date on which the Information Services in question are to be provided.

(ii) Access to Equipment and TBR's at each Institution's Facilities. TBR and each Institution will provide such additional assistance to SCT as SCT may reasonably request for the purpose of rendering the Information Services. Without limitation of the foregoing, TBR and each Institution will provide SCT with all of the following without charge as reasonably necessary for SCT to perform its obligations hereunder: (1) the Equipment, provided and maintained at TBR's expense in good working order and in actual operation at all times at which SCT reasonably requests operation for the purposes of rendering the Implementation Services; (2) the right for SCT to use the Equipment (including all related operating software) either on TBR's and an Institution's premises or remotely by telecommunication, as requested by SCT; (3) teleprocessing/remote access capabilities; (4) other computer systems of TBR and the Institution as reasonably necessary and upon TBR's prior approval; (5) access to the Equipment, and to TBR's and the Institution's offices as reasonably necessary and upon TBR's prior approval; (6) a reasonable amount of space on TBR's and the Institution's premises for SCT personnel, including parking space; and (7) other assistance as reasonably requested by SCT personnel, and such office equipment and services such as desks, chairs, word processors, telephone, copying and other equipment and services appropriate to accommodate SCT personnel.

(c) Additional Support. TBR will provide, at its sole expense, electronic access to the TBR Environment from any of SCT's facilities.

Until the completion of the Information Services in each instance, in addition to providing SCT personnel with access to the applicable TBR computing environment in question, TBR will (as applicable) provide SCT reasonable dedicated address space. TBR will also provide SCT with a reasonable amount of disk storage space. SCT will exercise reasonable care to minimize the use of machine time and disk space.

Remote access will be provided to SCT on a twenty-four-hour-per-day, seven-day-per-week basis if the computer and communications facilities are scheduled for operation and SCT usage does not degrade the normal production use of the computer in any material respect. All disk storage allocated to SCT will be on-line during these hours.

5. Delivery. Except as otherwise expressly provided for in Attachment A (with regard to the Amendment Date Component Systems), the applicable Order Form, or an applicable Software Supplement, in each instance, SCT will deliver the Baseline Component Systems identified in an Order Form to the Delivery Address within thirty (30) days after such Order Form has been signed by both parties. With regard to the Amendment Date Component Systems, SCT will deliver (with regard to the Baseline Amendment Date Component Systems identified in Table 1 of Attachment A) or make available to Licensee (with regard to the Baseline Amendment Date Component System identified in Table 2 as provided for the Baseline Component Systems constituting the Amendment Date Component Systems in January, 2005; that is, by not earlier than January 5, 2005, and by not later than January 31, 2005. In any instance, promptly after receiving written notice from TBR, SCT will re-deliver any Baseline Component System that has not been received at the Delivery Address by the 30th day following the date that SCT shipped such Baseline Component System.

6. Payments.

(a) Payments, Generally. For the Amendment Date Component Systems licensed, the Maintenance to be provided, and the Information Services to be provided, all as specified in Attachment A, TBR will pay SCT as provided for in Attachment D. Without limitation, the license fees for the Amendment Date Component Systems will be due thirty (30) days after the Delivery Date for the Baseline Amendment Date Component Systems. The license fees for any other Baseline Component Systems licensed shall be due upon the date that the Order Form pursuant to which such additional Baseline Component Systems are being licensed has been signed by both TBR and SCT. Except as otherwise provided for in an Attachment, SCT will invoice TBR for Information Services and Expenses (as that term is defined below) on a monthly basis, as such services are rendered or Expenses are incurred. Fees for Improvements and SMO Services will be due as otherwise provided for in Attachment D. Initial incremental increases in annual Improvements fees applicable to this Amendment for any Partial Year will be prorated for the months remaining in the applicable Contract Year, and in any event, will be due annually on August 1st of each year during the term of this Amendment.

(b) Reimbursement of Reasonable and Actual Travel and Living Expenses. As provided in Attachment D and/or any specific Order Form, an Institution will reimburse SCT reasonable travel and living expenses actually incurred in providing Maintenance and Information Services ("Expenses"). SCT will use reasonable efforts to control Expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by TBR as offering contractors of TBR a discounted rate, and sharing rental cars. Reimbursement is subject to the limitations of TBR Travel Policy at http://www.tbr.state.tn.us/policies_guidelines/business_policies/4-03-03-00.htm. All travel must be pre-approved in writing on a Travel Authorization Form (may be faxed), attached hereto as Attachment K-1, and signed by an authorized official of TBR. It shall be the responsibility of TBR to assure that only authorized officials of TBR sign Travel Authorization Forms and that the maximum authorized cost for such expenses provided in Attachment D and/or any applicable Order Form is not exceeded. Attachment K-2 (may be faxed) shall be required for reimbursement of such travel and other expenses. Reimbursement for such Expenses above the maximum authorized amount provided for in Attachment D and/or any applicable Order Form shall require an additional amendment to the Agreement.

(c) Installation and Consulting Charges. TBR will pay SCT for only those Information Services actually provided. With regard to any Information Services not provided for in Attachment A, such Information Services must be authorized by an Order Form, and the maximum authorized fees payable for Information Services to be provided pursuant to this Amendment and/or any applicable Order Form may not exceed the amounts provided for in Attachment D or the applicable Order Form without an additional amendment to this Agreement.

(d) Payment Terms; Late Fees. Except with respect to license fees due on the Amendment Date, SCT has the right to charge a late fee on any payments that are not disputed in good faith by Licensee (Licensee agreeing that it must promptly notify SCT in writing of the nature of any dispute, and the amount so disputed, and further, Licensee agreeing that it will not withhold payment of any amounts that are not the subject of such a good faith dispute in any instance) to the extent that payment is received later than thirty (30) days from the date of receipt of an invoice. With respect to license fees due on the Amendment Date as provided for in Attachment D, SCT shall have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of receipt of invoice. Late fees will accrue and be calculated in accordance with TCA §12-4-704.

7. Limited Warranties, Disclaimer of Warranties and Election of Remedies.

(a) Limited Baseline Component System Warranty by SCT and Remedy For Breach. For each Component System, SCT warrants that, for a period of twelve (12) months Delivery Date, the Baseline Component System, as used on the Equipment in accordance with the terms and limitations of this Amendment, will operate without Documented Defects. For each Documented Defect, SCT, at its own expense and as soon as reasonably practicable, in a manner considered timely in the software industry, given the nature and severity of the Documented Defect in question, will provide TBR with an avoidance procedure (that is, a workaround that will enable the continued use of the Baseline Component System in question without a material adverse impact on the Institution's day-to-day business operations) for or a correction of the Documented Defect. In any event, SCT will use diligent, good faith efforts to respond to requests from TBR for assistance with Documented Defects in accordance with the timeframes set forth in Attachment I to this Amendment. If despite its diligent, good faith and repeated efforts, SCT is unable to provide an avoidance procedure for or a correction of a Documented Defect, then: (i) the parties will engage in the dispute resolution process detailed in Section 17(f) of this Amendment; and failing the parties' resolution of such matter following the exhaustion of such dispute resolution procedure, then, subject to the other provisions of the Agreement, (ii) TBR may pursue a claim against SCT. These remedies are exclusive and are in lieu of all other remedies for breach of this limited warranty, and SCT's sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Limited Customizations Warranty by SCT and Remedy For Breach. For each Customization, SCT warrants that, for a period of ninety (90) days from the Customization Conforming Date for such Customization, the Customization, as used in accordance with the terms and limitations of this Amendment, on the computer configuration for which SCT developed the Customization, will operate without Documented Defects. For each Documented Defect, SCT, at its own expense and as soon as reasonably practicable, in a manner considered timely in the software industry, given the nature and severity of the Documented Defect in question, will provide TBR with an avoidance procedure (that is, a workaround that will enable the continued use of the Baseline Component System in question without a material adverse impact on the Institution's day-to-day business operations) for or a correction of the Documented Defect. In any event, SCT will use diligent, good faith efforts to respond to requests from TBR for assistance with Documented Defects in accordance with the timeframes set forth in Exhibit II to this Amendment. If, despite its diligent, good faith and repeated efforts, SCT is unable to provide an avoidance procedure for or a correction of a Documented Defect, then: (i) the parties will engage in the dispute resolution process detailed in Section 17(f) of this Amendment; and failing the parties' resolution of such matter following the exhaustion of such dispute resolution procedure, then, subject to the other provisions of the Agreement, (ii) TBR may pursue a claim against SCT. These remedies are exclusive and are in lieu of all other remedies for breach of this limited warranty, and SCT's sole obligations for breach of this limited warranty are contained in this Section 7(b).

(c) Limited Warranty of Workmanlike Skills And Remedy For Breach. SCT will render all Information Services in a professional and workmanlike manner, using personnel generally deemed acceptable in the information technology industry to perform the Information Services. TBR will have the right to refuse SCT assigned personnel if such personnel do not possess the requisite skill sets to render the Information Services in question. Upon notice from TBR detailing the nature and deficiency of any Information Services not rendered in accordance with the foregoing limited warranty, SCT will re-perform such Information Services, at no additional services fee. If, despite its diligent, good faith and repeated efforts, SCT is unable to re-perform such Information Services in accordance with the limited warranty set forth herein, then: (i) the parties will engage in the dispute resolution process detailed in Section 17(f) of this Amendment; and failing the parties' resolution of such matter following the exhaustion of such dispute resolution procedure, then, subject to the other provisions of the Agreement, (ii) TBR may pursue a claim against SCT. These remedies are exclusive and are in lieu of all other remedies for breach of this limited warranty, and SCT's sole obligations for breach of this limited warranty are contained in this Section 7(c).

(d) Disclaimer of Warranty and Conditions. The limited warranties in Sections 7(a), 7(b) and 7(c) are made exclusively and are in lieu of all other warranties. With regard to this Section 7 and to the extent permitted by Tennessee law, SCT MAKES NO OTHER WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER OR PURSUANT TO THIS AMENDMENT AND/OR THE LICENSED SOFTWARE, IN WHOLE OR IN PART. SCT EXPLICITLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SCT EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

(e) Abrogation of Limited Warranty. The limited warranties in Section 7(a), 7(b) and 7(c) will be abrogated to the extent that: (i) anyone (including TBR or an Institution) other than SCT modifies the Baseline Component System or Customization, as applicable; or (ii) TBR does not implement changes that SCT provides to correct or improve the Baseline Component System or Customization, as applicable. If despite any modification of the Component System or Customization, SCT can replicate the reported problem as if the problem were a Documented Defect, then SCT will nonetheless provide an avoidance procedure for or a correction of that reported problem as though the reported problem were a Documented Defect.

(f) Warranty and Improvements Obligations Inure To TBR. SCT's obligations of warranty and support pursuant to this Amendment, and to provide Improvements under the Maintenance Agreement, inure to TBR, for the benefit of itself and the Institutions, and may be delivered by or through the SMO. Nothing in this Section 7 regarding the warranty period shall be deemed to limit SCT's obligation to provide Licensee with Improvements during the term provided for in this Amendment.

8. Confidential Information. Without limiting the provisions of the Agreement, the provisions of Section 8 of the Agreement shall not be deemed modified by this Amendment.

9. Intellectual Property Indemnity by SCT.

(a) Defense of Claim and Conditions of Defense. SCT will defend, indemnify and hold TBR and each Institution harmless from and against any loss, cost and expense that TBR or any Institution incurs because of a claim that use of a Baseline Component System or Customization infringes any third party's United States copyright. SCT's obligations under this indemnification are expressly conditioned on the following: (i) SCT must be notified promptly of any such claim; (ii) SCT must be granted control of the defense of any such claim and of all negotiations for its settlement or compromise, provided that SCT acknowledges and understands that the Attorney General for the State of Tennessee reserves the right to participate in any action involving TBR which relates to the subject matter of the claims indemnified by SCT under this Section 9 and nothing contained herein shall be construed to prevent such participation and that Tennessee law provides that no settlement shall be binding against the State without the consent of the Tennessee Attorney General; (iii) TBR and each affected Institution must cooperate with SCT to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems or Customizations, and third party hardware and software specified by SCT in writing as necessary for use with the Licensed Software) from the use or combination of products provided by SCT with items provided by TBR, any Institution, or others.

(b) Remedies For Infringement. In addition to initiating the defense or settlement of such a claim as outlined above in paragraph 9(a), if any Component System or Customization is, or in SCT's opinion is likely to become, the subject of a United States copyright infringement claim, then SCT, at its sole option and expense, will either: (A) obtain for the affected Institutions the right to continue using the Component System/Customization under the terms of this Amendment; or (B) replace the Component System/Customization with products that are substantially equivalent in function, or modify the Component System or Customization, as applicable, so that it becomes non-infringing and substantially equivalent in function. If, despite the exertion of its good faith, diligent efforts, SCT is unable to provide the remedies described in either (A) or (B) above, then SCT will refund, as applicable, the license fee paid to SCT for the Component System(s) giving rise to the infringement claim, or the Information Services fees paid for the creation of the Customization(s) giving rise to the infringement claim, as applicable; and in either instance, less a charge for use based on straight line depreciation assuming a useful life of five (5) years. **THIS SECTION 9 SETS FORTH IN ITS ENTIRETY SCT'S OBLIGATIONS WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Term. The right of TBR to license Component Systems, to obtain Improvements and to obtain Information Services pursuant to this Amendment will commence on the Amendment Date and remain in full force and effect through December 31, 2009, inclusive ("Term"). TBR is hereby granted the right to invoke a five (5) year renewal; that is, through December 31, 2014. Written notice to renew the Term must be provided no later than one hundred eighty (180) days prior to the expiration date of the initial Term. Upon Licensee's invocation of such renewal right, such five (5) year renewal period will also be deemed to be part of the Term. TBR's exercise of the renewal option shall be subject to compliance with Tennessee purchasing law.

Upon the expiration of the Term, the right of TBR to license additional products, to obtain Improvements and to obtain additional Information Services pursuant to this Amendment will expire. Notwithstanding the foregoing, however, all licenses granted under the Agreement (including pursuant to this Amendment) and all licenses for the Component Systems that SCT has granted prior to the expiration of the Term will remain in full force and effect, subject to the terms and conditions in the applicable agreement between the parties, or (in the case of any licenses granted only for a term of years) will expire, in accordance with the respective terms of the license grant.

(b) Termination For Cause.

(i) Right of Termination For Cause. TBR and SCT will each have the right to terminate the Agreement (including this Amendment), any particular license granted pursuant to the Agreement [including for purposes of clarification and not limitation, the right of use for any particular Institution that is in breach of its right of use for any Component System(s)], or any particular Order Form, if the other party breaches a material provision of or a material obligation under the Agreement, a particular license or a particular Order Form, as applicable.

(ii) Procedure For Termination For Cause. Subject to the parties' obligations to pursue the dispute resolution process provided for in Section 17 of this Amendment, a non-breaching party can terminate the Agreement, a particular license/license right (as described in Section (i) above) or a particular Order Form, as applicable, by providing the other party with written notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days (or such longer period as is provided for in the notice) to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the non-breaching party will have a right to send a notice of termination to the other party, and the Agreement (including this Amendment) or the license/license right or the Order Form, as applicable, will be deemed terminated five (5) days after the date that such notice of termination is received by the breaching party. However, notice to SCT of a suspected Documented Defect will not constitute a notice of termination of this Amendment.

(c) Effect of Termination For Material Breach of License/Usage Term, Condition or Restriction. Upon termination of the Agreement or any license/license right by SCT for any material breach of any licensing term, condition or restriction, each applicable Institution will promptly return to SCT or (at SCT's request) will destroy all copies of the Component Systems in question, and will certify to SCT in writing, over the signature of a duly authorized representative of TBR, that it has done so.

(d) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive any termination of this Amendment.

(e) Termination Without Prejudice to Other Rights and Remedies. Termination of this Amendment will be without prejudice to the terminating party's other rights and remedies pursuant to this Amendment; PROVIDED, however, that in the event of any material breach of the Agreement (including this Amendment) by SCT, then subject to the provisions of the Agreement, TBR shall have the right to assert a claim against SCT without terminating the Agreement as a condition precedent to the assertion of such claim; and thereupon, all licenses granted by SCT pursuant to this Amendment and/or any other written agreement between SCT and an Institution will not be affected by the assertion of such claim.

(f) Breach of Order Form Obligation. Notwithstanding any other term or condition of the Agreement, SCT's breach of any of its obligations pursuant to any Order Form (excepting specifically for a breach of its obligations pursuant to Attachment A) will constitute a breach of that Order Form only, and will not, in and of itself, give rise to a right of termination of the Agreement *in toto*; and subject to the provisions of the Agreement, TBR or individual Institutions may assert a claim for breach of an Order Form entered into by or on behalf of such Institution without effecting a termination of this Amendment.

II. Notices. All notices and other communications required or permitted pursuant to this Amendment (including in connection with any Order Form) must be in writing and will be deemed given when: Delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown beneath its signature on this Amendment, or to such other place as the party may subsequently designate for its receipt of notices. All notices and other communications required or permitted pursuant to any breach of any obligations pursuant to any Order Form must be sent to the Institution designated on the Order Form. Each party must promptly send copies of any notice of material breach and/or termination of the Agreement to the Office of General Counsel of the other party at the following addresses:

If to TBR
Office of General Counsel
Suite 350
1415 Murfreesboro Road
Nashville, Tennessee 37217
FAX number (615) 366-4464

If to SCT:
Legal Department
4 Country View Road
Malvern, PA 19355
FAX number (610) 578-7457,

or to such other place as a party may subsequently designate for its receipt of notices to its General Counsel.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance pursuant to this Amendment due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Except as otherwise provided for herein below, neither party may assign any of its rights or obligations pursuant to this Amendment, and any attempt at such assignment will be void without the prior written consent of the other party. Notwithstanding the foregoing, SCT's assignment of this Amendment or of any SCT rights pursuant to this Amendment to SCT's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets, or SCT's assignment of this Amendment to any entity which now or in the future is controlled by, controlling or under common control with SCT will not be considered "prohibited assignments" for purposes of this Amendment, provided that the party to whom SCT has so assigned this Amendment agrees to be bound by all the terms and provisions of this Amendment; AND PROVIDED FURTHER, however, and notwithstanding the foregoing, SCT will have no right to assign this Amendment, or any of SCT's rights hereunder, to any entity that has been debarred by TBR or (with regard to any individual Institution, debarred by such Institution) from conducting business with or within TBR.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Amendment will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Amendment will be construed pursuant to the laws of State of Tennessee. Any litigation arising under this Amendment shall be governed by the laws of Tennessee. Any and all claims against the State, including the TBR or its employees shall be determined by the Tennessee Claims Commission in the manner prescribed by law; and damages against TBR shall be expressly limited to claims paid by the Tennessee Claims Commission pursuant to TCA §9-8-301, et seq. To the extent permitted by applicable law, this Amendment shall not be governed by the Uniform Computer Information Transactions Act ("UCITA") as has been or may be adopted in Tennessee. If any provision of this Amendment is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. Without limiting the foregoing, any provision contained in either Section 7 and/or Section 16 of this Amendment will not apply to the extent that such provision is finally determined by a court of competent jurisdiction, including appellate review, if pursued, to violate the laws or constitution of the State of Tennessee.

16. LIMITATIONS OF LIABILITY.

Without limiting the provisions of the Agreement, the Limitation of Liability provisions in Section 17 of the Original Agreement shall not be deemed modified by this Amendment.

17. Certain Additional Provisions.

(a) Non-Appropriation of Funds. Since the Term extends beyond a single fiscal year of TBR, the parties agree that TBR shall be bound hereunder only to the extent of the funds appropriated or which hereafter may be appropriated for the purpose of paying for Component Systems, SMO Services, other Information Services and Improvements under this Amendment. In the event sufficient funds are not appropriated and budgeted, or are otherwise unavailable to TBR by any means whatsoever in any fiscal period for payments due under this Amendment, then TBR will immediately notify SCT of such occurrence and, unless the parties agree otherwise, this Amendment will expire effective on the last day of the fiscal period for which appropriations were received and budgeted. The provisions of this Section will not apply if any funds are appropriated to it for the acquisition, retention or operation of software or other services similar to the Component Systems, Maintenance and/or the Information Services. Licensee represents that it will use its best efforts to obtain the necessary funds to make all payments due to SCT under this Amendment, and further represents that notwithstanding any other term or condition of this Amendment, TBR has encumbered sufficient funds to pay SCT the "Total License Fee" amount provided for in Attachment D for the Amendment Date Component Systems, and that the non-appropriation provisions of this Section 17(a) are not applicable to TBR's obligation to pay SCT the "Total License Fee" amount provided for in Attachment D for the Amendment Date Component Systems.

(b) Non-Discrimination. SCT hereby agrees and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the engagement contemplated by this Amendment or in the employment practices of SCT on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. SCT shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

(c) Records Retention; Right of Audit. SCT will maintain documentation for all charges against the TBR under or pursuant to this Amendment. The books, records and documents of SCT insofar as they relate to the work performed or money received under or pursuant to this Amendment will be maintained for a period of three (3) full years from the date of final payment and will be subject to audit upon prior appointment during regular SCT business hours, upon reasonable notice by the TBR or its duly appointed representatives. Such SCT financial records will be maintained in accordance with generally-accepted accounting principles.

(d) Insurance. Throughout the Term, SCT will at all times maintain at its own cost the following minimum insurance coverage in a form reasonably acceptable to TBR (naming TBR as an additional insured, excepting specifically for the Workers' compensation coverage) and, by not later than ten (10) days after execution of this Amendment by the parties, will furnish TBR with certificates evidencing such insurance. Each such certificate will provide in pertinent part that the issuer will use reasonable efforts to provide TBR with prior written notice in the event of any cancellation of the insurance coverage provided for under this Amendment: (i) Workers' compensation as required by the laws of the state where SCT Services are to be performed; (ii) Employer's Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000); (iii) Comprehensive Commercial General Liability Insurance, including operations/completed operations, products and contractual liability (including defense and investigating costs, and covering, without limitation but in particular, this Amendment), with limits of One Million Dollars (\$1,000,000) each occurrence (BI and PD combined), and Two Million Dollars (\$2,000,000) Products and Completed Operations aggregate; (iv) Comprehensive Business Automobile Liability insurance, including property damage covering all owned, rented and/or utilized vehicles used in connection with performance of SCT Services under this Amendment, with a combined single limit of not less than One Million Dollars (\$1,000,000) (BI and PD combined); and (v) Travel Agents' Errors and Omissions Insurance, in the amount of One Million Dollars (\$1,000,000) per wrongful act and One Million Dollars (\$1,000,000). Any deductibles or self-insured retention in the above described policies must be paid and are the sole responsibility of SCT. Coverage is to be primary and non-contributory with other coverage, if any, purchased by TBR, and all of these required policies must include a Waiver of Subrogation in favor of TBR.

(e) Performance Bond. Without limiting any other term or condition of this Amendment, by not later than ten (10) days after the Amendment Date, SCT will furnish TBR with a performance bond, in the amount of \$4,000,000, with such performance bond to be issued by a surety company that is licensed to do business in the State of Tennessee. Such performance bond must be maintained by Subcontractor through the initial Term, but the amount of such performance bond will be proportionately reduced by one-fifth (1/5) per year over the initial Term.

(f) Internal Dispute Resolution Procedure. If the SCT and TBR and/or SCT and any Institution (alternatively the "Disputing Parties"; with the entity asserting the "Dispute," as that term is defined below, being the "Claiming Party"; and the entity against which the Dispute is alleged being the "Non-Claiming Party"), have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with this Agreement, including but not limited to the Non-Claiming Party's failure or alleged failure to comply with any of the provisions of this Agreement (the "Dispute"), the Disputing Parties will first conduct a three-stage procedure as follows, it being agreed that for purposes of this Section 17(f), any reference to a particular representative of a Disputing Party will also be deemed to include such particular representative's duly authorized successor or designee and such other persons as each party deems appropriate:

(i) A Claiming Party will provide notice to the Non-Claiming Party of a Dispute. Within ten (10) business days of the giving of such notice of a Dispute, the Claiming Party's project manager and the Non-Claiming Party's project manager will conduct a meeting to attempt to resolve the Dispute by entering into good faith negotiations, and will set forth such resolution in writing. In the event they are unable to resolve the dispute at the meeting, they will define the Dispute in writing including a description of the position of each Disputing Party and the other projects and tasks which would be affected by the proposed resolution submitted by the Claiming Party's project manager and by the proposed resolution submitted by the Non-Claiming Party's project manager. A copy of the writing described in this Section 17(f)(i) will be provided to the persons who are to receive notices in accordance with Section 11.

(ii) If the project managers for the Disputing Parties are unable to reach resolution at the meeting prescribed in Section 17(f)(i) above, then within ten (10) business days after such meeting, a more senior representative of the Claiming Party and a more senior representative of the Non-Claiming Party (each a "Senior Representative") will meet in Nashville, Tennessee to enter into good faith negotiations in an attempt to reach a resolution of the Dispute. If the Senior Representatives for the Disputing Parties are unable to resolve the Dispute, they will further define the Dispute in writing based upon discussions held at their meeting, if appropriate. A copy of the writing described in this Section 17(f)(ii) will be provided to the persons who are to receive notices in accordance with Section 11.

(iii) If the Senior Representatives for the Disputing Parties are unable to reach resolution at the meeting prescribed in Section 17(f)(ii) above, then within fifteen (15) business days after such meeting, executive-level personnel for each Disputing Party (each an "Executive") will meet in Nashville, Tennessee, which meeting will also be attended by each Disputing Party's Senior Representative and project manager, to enter into good faith negotiations in attempt to reach a resolution of the Dispute.

(iv) If the Disputing Parties are unable to resolve the Dispute after following the procedures set forth in this Section 17, and notwithstanding their respective good faith discussions, the Disputing Parties will be entitled to pursue all their remedies at law and in equity. Notwithstanding the provisions of this Section 17(f), either Disputing Party may seek equitable relief at any time without the necessity of first complying with the provisions of this Section 17(f).

(g) Conflict of Interest. SCT represents that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to SCT in connection with any work contemplated or performed relative to this Amendment.

18. Miscellaneous Services.

(a) Demonstrations and Presentations by SCT. During the term of the Amendment, TBR may request up to two times a year, an SCT product demonstration to be presented at three locations identified by the TBR that are within the state of Tennessee.

(b) Mutual Marketing and Support. For each year during the initial Term, SCT will provide TBR with financial support in the amount of \$10,000 for the TBR-sponsored annual Tennessee Summit and \$5,000 for the annual Fall Creek Falls conference, both held for benefit of all Tennessee-based licensees (both public and private). Such support could include providing keynote speakers and/or conference materials; and SCT will also provide educational presentations at both conferences. TBR will provide one display booth and four paid registrations to each of these annual meetings to SCT.

(c) Summit Support. SCT will provide TBR with paid registrations for 84 attendees in the aggregate to the SCT Banner Summits, with such aggregate 84 attendee registrations to be used over the of the initial Term.

(d) SCT Pillar. SCT will provide a seat for the TBR CIO on the SCT Pillar program.

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19. Entire Agreement. The following documents form this Amendment and in the event of any conflict among these constituent documents, shall be interpreted in priority in the order listed, with the first document to be controlling and having the highest priority; any amendments to this Amendment; this Amendment and its Attachments and Exhibits, and the Agreement; the SCT Proposal [except that Section 7, the "Proposal Section," is incorporated by reference only for the purposes of and as expressly provided for in Exhibit I of this Amendment, Definitions, "Documentation"; and excluding specifically the following sections of the SCT Proposal, each of which is deemed deleted in each place in which the same appears in the SCT Proposal: From Packages 1 and 3 - Executive Summary and Proposal Overview (RFP Section 4.4); Understanding and Background (RFP Section 4.5); Criteria 1 - Vision and Ability to Execute (RFP Section 4.6); Appendix O - Emerging Technologies and Synchronized Partnerships; Appendix R - RFP Addenda; and from Package 2 - Financial Proposal, each of the Packages 1 and 3 deleted Sections that were included as part of Package 2, as well as Appendix A - Hewlett-Packard SCT Luminis and Storage; and Appendix B - SciQuest ROI Study] and the RFP. The Agreement, together with the Amendment, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order (other than an Order Form) or similar document which may be issued in connection with this Amendment does not modify this Amendment. No modification of this Amendment will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Amendment.

THE PARTIES have executed this Amendment through the signatures of their respective authorized representatives.

SUNGARD SST, INC

By:



Name:

David D. Gathman

Title:

**Sr. Vice President &
Chief Financial Officer**

4 Country View Road
Malvern, PA 19355
FAX (610) 578-5181

TENNESSEE BOARD OF REGENTS

By:



Name:

Charles W. Manning

Title:



1415 Murfreesboro Road
Nashville, TN 37217
FAX (615) 366-4464

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ATTACHMENT A

Amendment Date Component Systems; Information Services, Being Obtained As Of Amendment Date

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SCT supports the Licensed Software. Certain Component Systems of the Licensed Software may require specific host or client configurations. TBR, as soon as reasonably practicable, shall provide a detailed written description of the Equipment so that SCT can confirm that it is a configuration on which SCT supports use of the Licensed Software. SCT will then advise TBR whether SCT supports or does not support use of the Licensed Software on the proposed configuration. If SCT does not support use of the Licensed Software on the proposed configuration, TBR must propose a new configuration until SCT does confirm that it supports use of the Licensed Software on the proposed configuration.

NOTICE: To use any of the Licensed Software, TBR must also obtain, install on the Equipment and maintain SCT-supported versions of certain software products and software/hardware peripherals. By this notice, SCT is advising TBR that TBR should consult with its SCT Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals.

Table 1 - LICENSED SOFTWARE – Component Systems Licensed On A Perpetual Basis:

Component System	Source Code Licensed?	Software Supplement
SCT Banner Student (includes Student and Faculty Self-Service functionality)	Yes	None
SCT Banner Financial Aid	Yes	None
INAS for Financial Aid	Yes	INAS Software Supplement
SCT Banner Finance	Yes	None
SCT Banner Human Resources (includes Employee Self-Service functionality)	Yes	None
EDI.Smart (for use with SCT Banner Student and SCT Banner Finance)	No	EDI.Smart Software Supplement
SCT Banner Advancement (includes Advancement Self-Service functionality)	Yes	None
SCT Banner Finance Self-Service	Yes	None
Workflow	Yes	None
SCT Luminis Basic ¹	Yes	Luminis Basic Software Supplement
Campus Loan Manager – Banner Upgrade	Yes	None
ODS and EDW Bundle ²	Yes	None
fsaATLAS – multi-campus deployment	Yes	fsaATLAS Software Supplement
TouchNet Payment Gateway Software	No	TouchNet Software Supplement
TouchNet Student Accounts Solution	No	TouchNet Software Supplement
Oracle Software – Limited Use Campus Wide License (See “Oracle Table Attachment” for Oracle Detail Tables)	No	Oracle Software Supplement- Limited Use Campus Wide Version

(Continued on following page)

Notes to Table 1:

- ¹ Luminis Basic Component System license included only for those 14 Institutions that, as of the Amendment Date, did not have a license to use any Luminis Component System.
- ² ODS and EDW Bundle is limited to implementation of a single production instance of the software at the TBR Office only, to be used at the TBR Office only, and to be used only by the TBR Office. Without limitation, however, TBR can use the ODS and EDW Bundle to provide aggregated reporting data to the various Institutions, and to allow Institutions to query their own data from time to time, but not to allow other Institutions to use the ODS and EDW Bundle as their own reporting tool without TBR acquiring a license for such individual Institutions.

Table 2 - LICENSED SOFTWARE – Component Systems Licensed On A Term-Of-Years Basis ¹:

Component System	Source Code Licensed?	Software Supplement	Term of License (License Commencement Date)
Windstar International Tax Navigator (for use by all Institutions except University of Memphis and Middle Tennessee State University, both of which licensed this Component System from Windstar prior to the Amendment Date)	No	Windstar Supplement	Execution Date – December 31, 2009 (Execution Date)
PeopleAdmin ²	No	PeopleAdmin Software Supplement	January 1, 2006 – December 31, 2009 (January 1, 2006)

Notes to Table 2:

- ¹ The Windstar Component System is made available on a subscription basis, with materials to be accessed electronically at a remote site, and the PeopleAdmin Component System is made available on a “hosted” basis, and as such, neither of these Component Systems is actually shipped to Licensee or to any Institution. Licensee will have the right to access the remote subscription Windstar Component System, and the hosted Baseline PeopleAdmin Component System, and accordingly, in each instance, SCT, through the third party owner of the applicable Component System, will provide to Licensee such access or enabling codes as are necessary to enable Licensee to access the remote site/hosting site in question. The right of Licensee/Institutions to continue to use the Component System provided for in this Table 2 is dependent upon Licensee’s payment to SCT of the ongoing annual usage fees for that Component System, as provided for in Attachment D.
- ² The right of use for the PeopleAdmin Component System is limited to use of a single implemented instance at the TBR offices by TBR and the Institutions of a common applicant tracking system (i.e., use of the same system configuration, graphics and Internet address).

(Continued on following page)

Table 3(a) - MAINTENANCE FOR TABLE 1 BASELINE COMPONENT SYSTEMS OTHER THAN ORACLE COMPONENT SYSTEM:

Baseline Component System(s) ¹	Contract Year Begins/Ends	Expiration Date ²
Plus to Banner LEAP Component Systems		
SCT Banner Student (includes Student and Faculty Self-Service functionality)	January 1/December 31	December 31, 2009
SCT Banner Financial Aid	January 1/December 31	December 31, 2009
INAS for Financial Aid	January 1/December 31	December 31, 2009
SCT Banner Finance	January 1/December 31	December 31, 2009
SCT Banner Human Resources (includes Employee Self-Service functionality)	January 1/December 31	December 31, 2009
EDI.Smart (for use with SCT Banner Student and SCT Banner Finance) ³	January 1/December 31	December 31, 2009
SCT Banner Advancement (includes Advancement Self-Service functionality)	January 1/December 31	December 31, 2009
Finance Self-Service	January 1/December 31	December 31, 2009
Workflow	January 1/December 31	December 31, 2009
SCT Luminis Basic	January 1/December 31	December 31, 2009
Campus Loan Manager	January 1/December 31	December 31, 2009
ODS and EDW Bundle	January 1/December 31	December 31, 2009
fsaATLAS -- multi-campus deployment	January 1/December 31	December 31, 2009
TouchNet Payment Gateway Software ³	January 1/December 31	December 31, 2009
TouchNet Student Accounts Solution ³	January 1/December 31	December 31, 2009
Previously Licensed Component Systems ⁴ (TBR on behalf of all Institutions)		
Advancement Self-Service	January 1/December 31	December 31, 2009
Employee Self-Service	January 1/December 31	December 31, 2009
Executive Self-service	January 1/December 31	December 31, 2009
Faculty Self-service	January 1/December 31	December 31, 2009
Student Self-service	January 1/December 31	December 31, 2009
Strategic Enrollment Mgmt. (SEM)	January 1/December 31	December 31, 2009
e-Print Site License	January 1/December 31	December 31, 2009
FOCUS Report Writer ³	January 1/December 31	December 31, 2009
FOCUS Express ³	January 1/December 31	December 31, 2009
Connection for WebCT and LDI for e-Learning	January 1/December 31	December 31, 2009
KIOSK	January 1/December 31	December 31, 2009
Voice Response	January 1/December 31	December 31, 2009
TouchNet Tserve (FU) ³	January 1/December 31	December 31, 2009
TouchNet Payment Gateway for Web ³	January 1/December 31	December 31, 2009
TouchNet Payment Gateway Enterprise ³	January 1/December 31	December 31, 2009
TouchNet Tserve ³	January 1/December 31	December 31, 2009

(Continued on following page)

Notes to Maintenance Table 3(a):

¹ Improvements will be provided to TBR only at a single location. The SMO will in turn be obligated to provide Improvements for benefit of Institutions. In each instance, SCT will provide New Releases of these Baseline Component Systems to TBR during the Term by not later than twelve (12) months after the New Release in question becomes available to the general public.

² Term will be extended through December 31, 2014, inclusive, upon Licensee's exercise of its right to effect the five (5) year renewal term otherwise provided for in the Amendment.

³ This Component System is owned by a third party. Accordingly, for this Baseline Component System, SCT's obligations will be limited to providing Licensee with such Improvements as the third party owner of such Component System provides to SCT.

⁴ Through December 31, 2009, inclusive, SCT will provide Licensee with Improvements for these Baseline Major Systems, which Licensee and/or the Institutions previously licensed from SCT, at no additional charge. Notwithstanding Note 2 above, after December 31, 2009, SCT will not provide any Improvements for these Baseline Component Systems.

Table 3(b) - MAINTENANCE FOR ORACLE BASELINE COMPONENT SYSTEMS:

Baseline Component System ^{1,2}	Contract Year Begins/Ends	Expiration Date
Oracle Software – Limited Use CampusWide License (See "Oracle Table Attachment")	January 1/December 31	December 31, 2009

Notes to Maintenance Table 3(b):

¹ Maintenance will be provided to TBR only at a single location. The SMO will in turn be obligated to provide the Maintenance for benefit of Institutions.

² Notwithstanding any other term or condition, including any provision contained in this 2004 Master Amendment or otherwise in the Agreement, Licensee acknowledges and agrees that SCT is NOT providing Licensee with any Improvements for the Oracle Component System. Maintenance for the Baseline Oracle Component System is provided to Licensee directly by Oracle Corporation, and not by SCT, and all obligations in connection with the provision of such maintenance are obligations of Oracle Corporation, and not SCT. Such maintenance services will be provided by Oracle Corporation in accordance with Oracle Corporation's then-current practices and procedures. The Oracle Maintenance fees for the period from the Execution Date through December 31, 2009, inclusive, are payable to SCT, and SCT in turn will remit the applicable Oracle Maintenance fee amounts to Oracle Corporation on behalf of Licensee. For any period subsequent to December 31, 2009, Licensee must contract directly with, and submit maintenance fee payments for the Baseline Oracle Component Systems directly to, Oracle Corporation.

Table 3(c) - MAINTENANCE FOR HOSTED/SUBSCRIPTION BASELINE COMPONENT SYSTEMS:

Baseline Component System ¹	Contract Year Begins/Ends	Expiration Date ²
Windstar International Tax Navigator ³	January 1/December 31	December 31, 2009
PeopleAdmin ³	January 1/December 31	December 31, 2009

Notes to Maintenance Table 3(c):

¹ Improvements will be provided to TBR only at a single location. The SMO will in turn be obligated to provide Improvements for benefit of Institutions.

² Notwithstanding any other term or condition, including any provision contained in this 2004 Master Amendment or otherwise in the Agreement, the term during which SCT will provide Licensee with Improvements for these Baseline Component Systems will expire December 31, 2009. Licensee will have the right to renew the term during which SCT will provide Improvements for these Baseline Component Systems (that is, for either or both) for an additional Contract Year, through December 31, 2010, for the additional Improvements fees applicable to that Contract Year, as provided for in Attachment D. To exercise such renewal right for one or both Baseline Component Systems, Licensee must notify SCT, by not later than July 1, 2009, that Licensee is so extending the Improvements term (and identifying in that notice the Baseline Component System(s) for which Licensee is so renewing). Absent Licensee's timely exercise of this right of renewal for the January 1, 2010 Contract Year, the term during which SCT will provide Improvements for this Baseline Component System will expire on December 31, 2009.

³ This Component System is owned by a third party. Accordingly, for this Baseline Component System, SCT's obligations will be limited to providing Licensee with such Improvements as the third party owner of such Component System provides to SCT.

(Continued on following page)

Table 4 – INFORMATION SERVICES:

SMO Services (See Appendix A-1 to this Attachment A for a general description of the SMO Services)

Fixed Fee Engagement Management and Database Administration Services (See Appendix A-2 to this Attachment A for a general description of the these fixed fee Information Services)

Time-and-Materials Customization Services (Estimated at 6,943 hours) (See Appendix A-3 to this Attachment A for a general description of and level-of-effort estimates for the Customizations that Licensee has commissioned SCT to create as of the Amendment Date)

Time-and-Materials Implementation Services - Estimated at 80,000 hours Note – SCT will be engaging the firm of Cornelius & Associates to provide project management services as an SCT subcontractor.

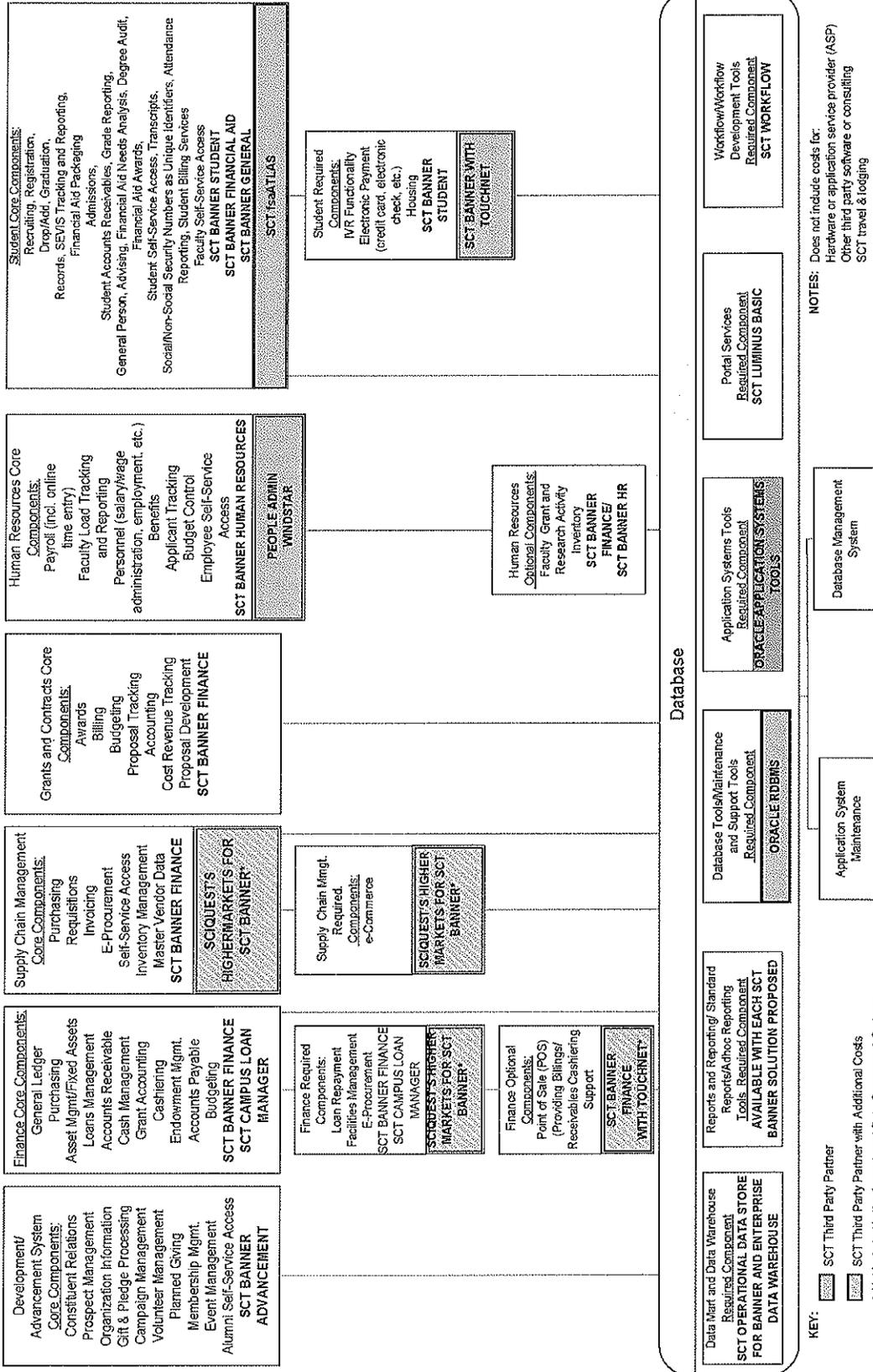
OPTIONAL TERMINATION DATE: In accordance with and as otherwise provided for in Section 3 of Attachment H, Maintenance Agreement, Licensee will have the Early Termination Right with regard to both the SMO Services and the provision of Improvements for any or all of the Baseline Component Systems identified in Tables 3(a), 3(b) and 3(c) of this Attachment A effective on any of the following Optional Termination Date: **June 30, 2007.**

Oracle Table Attachment

Oracle Software -Description

Description/License Type	Limitation - Named Users
Change Management Pack – Named User Plus Perpetual – Campus Wide Program – Limited Use	200811
Configuration Management Pack – Named User Plus Perpetual – Campus Wide Program – Limited Use	200811
Configuration Management Pack for Internet Application Server – Named User Plus Perpetual – Campus Wide Program – Limited Use	200811
Diagnostics Pack – Named User Plus Perpetual – Campus Wide Program – Limited Use	200811
Diagnostics Pack for Internet Application Server – Named User Plus Perpetual – Campus Wide Program – Limited Use	200811
Internet Application Server Enterprise Edition – Named User Plus Perpetual – Campus Wide Program – Limited Use	200811
Internet Developer Suite – Named User Plus Perpetual – Limited Use	50
Oracle Database Enterprise Edition – Named User Plus Perpetual – Campus Wide Program – Limited Use	200811
Programmer – Named User Plus Perpetual – Limited Use	50
Tuning Pack – Named User Plus Perpetual – Campus Wide Program – Limited Use	200811

BANNER SOLUTIONS



KEY:

SCT Third Party Partner

SCT Third Party Partner with Additional Costs

* Not included in the Amendment Date Component Systems

NOTES:

Does not include costs for:
 Hardware or application service provider (ASP)
 Other third party software or consulting
 SCT travel & lodging

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APPENDIX A-1

SATELLITE MAINTENANCE ORGANIZATION SERVICES

General:

During the Term, SCT will staff an SMO office with four (4) SCT FTE who will be deployed to the TBR facilities in Nashville. The SMO office will provide SMO Services to Licensee as generally described below. The SMO's primary objective is to eliminate the duplication of maintenance effort throughout TBR and the other 19 Institutions. Accordingly, the SMO consists of four on-site SCT staff, who will work at the direction of TBR staff.

Services, Generally:

The SMO will provide local "in state" Customization Maintenance (that is, both for the Customizations created by SCT pursuant to this Amendment, and for software modifications that SCT has created for TBR/the Institutions prior to the Amendment Date) and related support for the Component Systems and the legacy Plus Major Systems. SCT's development and Action Line groups and the SMO staff will work in concert with each other to provide end user Customization Maintenance and assistance to each of the Institutions. The SMO staff will generally provide SMO Services during Licensee-observed business hours, and at such other times as such services are reasonably required, based on generally-accepted industry standards. SCT will provide the SMO with Improvements for the Baseline Component Systems, including all new Baseline software releases and maintenance bulletins. The SMO will then incorporate the Tennessee-specific Customizations into the Baseline Licensed Software, and manage the release process to the Institutions, thereby eliminating the duplication of effort that would otherwise result if each Institution were to undertake such process itself. . First level Action Line support for the Baseline Component Systems is also provided by the SMO staff.

At the direction of TBR, the SMO resources will also provide support for TBR-specific Banner interfaces, including, but not limited to, the TBR Budget System, Tennessee Insurance System, Tennessee Retirement System, Tennessee Education Lottery Scholarship Program, Regents Online Degree Program, Developmental Studies Program, 89 Admissions processing and repeat processing, and for such other Banner interfaces and applications as TBR may additionally direct the SMO resources to support from time-to-time.

Anticipated Allocation of SMO Resources:

The parties reasonably anticipate that the level of effort that the SMO staff will provide for each level of SMO Services will be as follows (the percentages representing the percentage of SMO staff time rendered for the particular service/task in question):

- Provide local, first level Action Line support for all Institutions (20%)
- Developing and maintaining Customizations (35%)
- Installing SCT software releases (15%)
- Responding to Institution-specific issues, such as software debugging, troubleshooting, and testing (20%)

(Continued on following page)

- Supporting ongoing user functional and technical training (8%). In each year during the initial Term, the SMO staff will provide Licensee/the Institutions with user functional and technical training in amounts not to exceed the following levels:

Term Year	Weeks of Training
2005	6 weeks
2006	6 weeks
2007	6 weeks
2008	6 weeks
2009	15 weeks

- Support TBR user groups and conferences (2%)

The specific time allocation will vary, based upon the tasks that Licensee assigns the SMO staff to undertake at any given time.

Accountability: The SMO staff, in concert with the SCT database administrators (See Appendix A-2) shall assume total version control responsibilities for the delivery and operational status at each Institution of SCT Banner, SCT Luminis, and the additional Amendment Date Component Systems. SCT will assume total database administration responsibilities for the Oracle database administrator for the Component Systems deployed by the Institutions (see Appendix A-2), through the SMO, for each Institution unless otherwise desired by the Institution.

Further, SCT will deliver all Information Services, including all training, all consulting, and all education, as provided for in this Attachment A, and, accordingly, SCT shall be accountable and responsible for its efforts for every implementation of the SCT Banner and SCT Luminis Systems, and the other products and services provided for in Attachment A, all as otherwise provided for in this Amendment.

APPENDIX A-2

ENGAGEMENT MANAGEMENT/DATABASE ADMINISTRATION SERVICES

SCT's Engagement Management Services will be provided over the four (4) year implementation period (the "Project Period"). During this time, the services of an SCT Engagement Manager. will be provided to TBR.

The SCT Engagement Manager will be responsible for the overall administration of the project and will provide the SCT Project Managers with the support required to satisfy SCT's responsibilities.

The SCT Engagement Manager will:

- Facilitate the relationship between SCT and TBR.
- Provide general management and serve as primary liaison with institution executives, including dispute resolution of contract-related issues.
- Communicate regularly with institution executives regarding the project.
- Oversee delivery of SCT Information Services.
- Elevate production-critical software issues to the appropriate levels within the SCT organization.
- Elevate management issues to the appropriate SCT senior executives.
- Recommend resolutions for complex project issues escalated by the project Steering Committee to the executive level.
- Report to both TBR and SCT executive management in a timely manner.

At or near the end of each Cohort implementation, SCT will conduct a Project Certification Process to determine and document the extent to which (a) the project's agreed-upon objectives have been met; (b) material issues (i.e., issues which result in a significant delay in the project or a significant impact on TBR's operations) identified during the course of the project have been satisfactorily addressed and closed out in a reasonable manner by the party responsible for the issue; and (c) TBR accepts the project as complete, which TBR shall be obligated to do to the extent that SCT has performed its obligations as identified in the above-referenced project documents.

SCT Banner Database Administration Services

For the period beginning on or about January 1, 2005, through December 31, 2008, inclusive, SCT will provide TBR with the full-time services of database administrators. The first SCT database administrator will begin to provide services on or about January 1, 2005, and the second SCT database administrator will begin to provide services on or about July 1, 2005. Both database administrators (or "DBAs") will be located at the TBR SMO offices in Nashville. During that period, these database administration personnel will act as the Oracle database administrator for the Component Systems deployed by the Institutions, providing the following services to TBR for each Institution. DBA services will generally be provided during Licensee-observed business hours, and at such other times as such services are reasonably required, based on generally-accepted industry standards. In any event, SCT will provide the DBA services in a manner designed to minimize any disruption in the day-to-day business operations of the Institutions.

- The database administrators will meet with TBR personnel to review and document the existing computing environment and discuss the goals and direction of each Institution. SCT will review and monitor each Institution's Oracle environment and operating characteristics of the SCT Banner Baseline Component Systems, and propose needed changes, upgrades, and tuning adjustments as necessary.
- SCT staff will coordinate with data processing and administrative staff to assist in or implement the needed changes.
- SCT will review and document the existing environment and meet with the Institution's Computer Services administration personnel to discuss the goals and direction of the Institution. During the initial visit, SCT will assist in developing the policies and procedures regarding the administration of the SCT Banner Baseline Component System(s) and work towards devising a mutually agreeable plan for performing database maintenance that will minimize impact to production systems such as payroll processing, system(s) backups, etc.

- SCT will upgrade the SCT Banner Baseline Component System(s) by installing such SCT Banner Baseline upgrades. Upgrades are typically performed in a test environment, then placed into the production environment after end users approve changes. Upgrades are scheduled in coordination with data center staff.

In addition to the above, SCT will:

- Monitor database activities, tune the database and work with the system and network manager(s) in an effort to identify actions which could improve overall performance.
- Develop and implement security plans and backup/recovery plans.
- Create new accounts and grant and revoke database privileges as directed by TBR.
- Identify and seek to resolve data and application-oriented problems. Help system and network managers identify problems in their areas.
- Support application implementation, including assisting TBR with data conversion.
- Propose changes, upgrades or tuning adjustments as necessary. Coordinate with the computer services staff to assist in implementing recommended changes, including on-site visits as necessary.

APPENDIX A-3

CUSTOMIZATIONS AS OF AMENDMENT DATE

1. DEVELOPMENTAL STUDIES PROGRAM PROCESSING

SECTION 1: GENERAL INFORMATION

TRACKING _____ TBR 001
NUMBER:

COMPONENT SYSTEM: Banner Student

ESTIMATE OF EFFORT: 582 Hours

SECTION 2: GENERAL DESCRIPTION OF BUSINESS REQUIREMENT

The State of Tennessee mandates that all Institutions offer less than college level course work to students who do not meet admissions requirements. The TBR needs to be able to determine and monitor students who fall in this category.

SECTION 3: GENERAL DESCRIPTION OF CUSTOMIZATION EFFORT

The Banner Student Component System must allow TBR Institutions to prescribe academic requirements for students who are admitted without the standard admission requirements. The prescribed academic requirements are determined initially by SAT or ACT test scores. This initial test score triggers a requirement for additional testing. The results of the additional testing determine the academic requirements to fulfill the admissions requirements and allow the student to fully matriculate in a degree program.

3.1 CERTAIN ASSUMPTIONS

- The Customization is based on review of documents and discussions with SMO Services personnel. There has been no review of documentation or state regulations. The Customization will need to be re-evaluated after the completion of the BPA process. In light of the BPA process, and an assessment of the ability of TBR/Institutions to adjust business process, the solution may be eliminated or need to be enhanced. Therefore, adjustments to estimates may be required.
- Estimates are based on the all Institutions agreeing on a single common approach and solution in Banner.
- Customization Maintenance effort is not included in the estimate of effort.
- A TBR single point of contact will be in place for communication during spec development. This single point of contact will be responsible for approval of all documents and acceptance of the final product.
- End user training for Customization is not included in the estimate of effort.
- Only those forms, reports and web pages defined in this document will be modified. Any other object not defined in this specification is not included in the scope of the project.
- This estimate does not include enhancements to Voice Response.
- Schools will be using Baseline CAPP
- Prescribed courses need to be identifiable

3.2: FUNCTIONAL ASPECTS OF CUSTOMIZATION

The supplemental test score data will be interfaced into Banner.

By giving the student an attribute, CAPP areas can be created to be selected dynamically. This would allow the colleges and universities to track the prescribed academic requirements. CAPP area Pre-requisite checking can be used to establish rules where this attribute can be utilized to identify a prescribed course.

Modify Banner Self Service to allow the student to see the prescribed course requirement via Banner Self Service. The student attribute would trigger a message on the add drop page. This would prompt them to run their CAPP compliance which would display the requirement.

The following reports and processes need to be created

14 Day Report

Report at end of term to determine who had registered and then failed a pre-requisite

3.3 TECHNICAL ASPECTS OF CUSTOMIZATION

- 2 interfaces to testing systems – one way – bringing data into Banner
- Self Service Mod
- 2 Reports

2. 1989 ADMISSIONS REQUIREMENT PROCESSING

SECTION 1: GENERAL INFORMATION

TRACKING TBR 002
NUMBER:

COMPONENT SYSTEM: Banner Student

ESTIMATE OF EFFORT: 700 Hours

SECTION 2: GENERAL DESCRIPTION OF BUSINESS REQUIREMENT

A89 admissions processing was developed in response to the September 1987 Board action that approved the 1989 Admission Requirements Guidelines. SIS Plus was modified to assist the Institutions by providing a means of recording the fourteen required high school core units, the grades, unit deficiencies, automatically determining whether the student must take a course to remove the deficiency, monitoring student progress towards achieving deficiency removal, and responding to TBR reporting requirements.

SECTION 3: GENERAL DESCRIPTION OF CUSTOMIZATION EFFORT

SCT Banner must allow for the tracking of High School courses and rules to set academic requirements for deficiencies. State mandated reports must be created.

3.1 CERTAIN ASSUMPTIONS

- The Customization is based on review of documents and discussions with SMO Services personnel. The Customization will need to be re-evaluated after the completion of the BPA process. In light of the BPA process, and an assessment of the ability of TBR/Institutions to adjust business process, the solution may be eliminated or need to be enhanced. Therefore, adjustments to estimates may be required.
- Estimates are based on the all Institutions agreeing on a single common approach and solution in Banner.
- Customization Maintenance effort is not included in the estimate of effort.
- A TBR single point of contact will be in place for communication during spec development. This single point of contact will be responsible for approval of all documents and acceptance of the final product.
- End user training for Customization is not included in the estimate of effort.
- Only those forms, reports and web pages defined in this document will be modified. Any other object not defined in this specification is not included in the scope of the project.
- This estimate does not include enhancements to Voice Response.
- Schools will be using Baseline CAPP

- Prescribed courses need to be identifiable

3.2: FUNCTIONAL ASPECTS OF CUSTOMIZATION

Banner allows for the entering of high school subjects and grades. The administrative user would create a CAPP area called A89. If a student is missing any requirement, they get an A89 attribute, which would execute when compliance is run. This predefined A89 area would have all the requirements and administrators would use the waiver form to indicate which requirement the student has fulfilled thus leaving the unmet need. Then when the CAPP compliance is run the student will see the requirements.

CAPP area prerequisite checking could be used to prevent registration into an incorrect course.

3.3 TECHNICAL ASPECTS OF CUSTOMIZATION

- Although data is unknown, we assume approximately 5 reports

3. REPEAT PROCESSING

SECTION 1: GENERAL INFORMATION

TRACKING TBR 003
NUMBER:

COMPONENT SYSTEM: Banner Student

ESTIMATE OF EFFORT: 74 Hours

SECTION 2: GENERAL DESCRIPTION OF BUSINESS REQUIREMENT

The SCT PLUS system did not allow Institutions to track course equivalencies, which did not allow for the proper calculations of repeats. The SCT PLUS system also creates a B or Better report for Institutions.

SECTION 3: GENERAL DESCRIPTION OF CUSTOMIZATION EFFORT

SCT Banner baseline will meet the repeat checking rules of the Institutions based on information known at this time. The B or Better report will need to be recreated in SCT Banner. This will need to be verified during the BPA process when all Institutions will participate in a business process review. In particular close attention needs to be paid to courses that may be repeated multiple times such as music lessons.

3.1 CERTAIN ASSUMPTIONS

- The Customization is based on review of documents and discussions with SMO Services personnel. The Customization will need to be re-evaluated after the completion of the BPA process. In light of the BPA process, and an assessment of the ability of TBR/Institutions to adjust business process, the solution may be eliminated or need to be enhanced. Therefore, adjustments to estimates may be required.
- Estimates are based on the all Institutions agreeing on a single common approach and solution in Banner.
- Customization Maintenance effort is not included in the estimate of effort.
- A TBR single point of contact will be in place for communication during spec development. This single point of contact will be responsible for approval of all documents and acceptance of the final product.
- End user training for Customization is not included in the estimate of effort.
- Only those forms, reports and web pages defined in this document will be modified. Any other object not defined in this specification is not included in the scope of the project.
- This estimate does not include enhancements to Voice Response.

3.2: FUNCTIONAL ASPECTS OF CUSTOMIZATION

Create a new report that prints students who have repeated a courses and received a B or Better more than once.

3.3 TECHNICAL ASPECTS OF CUSTOMIZATION

- One new Report

4. TENNESSEE EDUCATION LOTTERY SCHOLARSHIP PROGRAM PROCESSING

SECTION 1: GENERAL INFORMATION

TRACKING TBR 007
NUMBER:

COMPONENT SYSTEM: Banner Student

ESTIMATE OF EFFORT: 784 Hours

SECTION 2: GENERAL DESCRIPTION OF BUSINESS REQUIREMENT

Tennessee students may potentially receive financial aid funding from the Tennessee Student Assistance Corporation (TSAC) in the form of a Tennessee Education Lottery Scholarship program (TELS) award. This is a new program being implemented and requires that the Institutions monitor student eligibility on an interval basis at 24, 48, 72, 96 and 120 attempted hours. The eligibility is based upon attempted hours and GPA calculation, however the calculation may differ from Institutional policies for calculating standard attempted hours and GPA.

TSAC will communicate student eligibility in a format similar to the TSAA grant program.

SECTION 3: GENERAL DESCRIPTION OF CUSTOMIZATION EFFORT

3.1 CERTAIN ASSUMPTIONS

- The Customization is based on review of documents and discussions with SMO Services personnel. The Customization will need to be re-evaluated after the completion of the BPA process. In light of the BPA process, and an assessment of the ability of TBR/Institutions to adjust business process, the solution may be eliminated or need to be enhanced. Therefore, adjustments to estimates may be required.
- Estimates are based on the all Institutions agreeing on a single common approach and solution in Banner.
- Customization Maintenance effort is not included in the estimate of effort.
- A TBR single point of contact will be in place for communication during spec development. This single point of contact will be responsible for approval of all documents and acceptance of the final product.
- End user training for Customization is not included in the estimate of effort.
- Only those forms, reports and web pages defined in this document will be modified. Any other object not defined in this specification is not included in the scope of the project.

- This estimate does not include enhancements to Voice Response.

3.2: FUNCTIONAL ASPECTS OF CUSTOMIZATION

In order to provide the Tennessee schools the functionality to monitor a student's acceptable progress and GPA for the TELS program, additional functionality must be added into Banner that will calculate attempted hours and a GPA that is specific to the TELS program guidelines. The functionality would require the following additions to the Financial Aid system:

To process eligibility requirements, the following will be added into the system:

- One new process that calculates and stores attempted hours and GPAs for the term codes in which the student has attempted 24, 48, 72, 96 and 120 semester hours based upon the program guidelines for counting units.
- One new table that will store the TELS academic statistics.
- One new form that will display the students TELS academic statistics based upon the TELS academic statistics table. The form will also display whether or not the student has submitted a financial aid application for the aid year in which the term code is associated.

To communicate with the TSAC agency, the following will be added into the system:

- A new process will be created that both imports and exports roster data. The process will import the data and utilize the common matching logic and will load the data into a new table. This could be combined with the TSAA grant table should both modification be developed. The export process would generate a file based upon data that resides in the new table.

The data layout of both the import and export rosters is presented in the following table (the layout is the same for both the import and export processes):

01 TSAC-RECORD.		
03 TSAC-REC-KEY.		
05 TSAC-RECORD-INDICATOR	PIC 9(01).	Hard coded '1'
05 TSAC-SS-NUMBER	PIC X(09).	Student SSN (to be used on imports for matching)
03 TSAC-ACAD-YR	PIC 9(04).	
03 TSAC-ROSTER-TYPE	PIC X(01).	(C)ertification roster (use this value for exports) (I)nformation (P)ayment (R)econciliation
03 TSAC-TERM-CODE	PIC 9(01).	1 Summer 2 Fall 3 Winter 4 Spring Parameters will be added to the process to identify which term code translates to which term from the file.
03 TSAC-INSTITUTION-CODE	PIC 9(03).	For export files, this will come from a parameter in the process
03 TSAC-LAST-NAME	PIC X(14).	Student Last Name (used on imports for matching)
03 TSAC-FIRST-NAME	PIC X(12).	Student First Name (used on imports for matching)
03 TSAC-MID-INITIAL	PIC X(01).	
03 TSAC-TERM-AWARD	PIC 9(04).	Dollar value of the term award. Imported into the new table and will be used to compare to production data with the certification file.
03 TSAC-PGI	PIC 9(05).	9 month EFC from the ISIR record and will be compared to production data.
03 TSAC-NO-PAYMENT-REASON	PIC X(01).	E - Not enrolled O - Unsatisfactory L - Less than full time Blank - Ready to pay
03 TSAC-PART-FULL-TIME-IND	PIC X(01).	P - Part time F - Full time H - Half time L - Less than halftime
03 TSAC-PROGRAM-TYPE	PIC X(01).	1 - 6 month 2 - 1 year 3 - 2 year 4 - 4 year 5 - 3 year
03 TSAC-DOB	PIC X(08).	ccyymmdd
03 TSAC-SS-NUMBER-NEW	PIC X(09).	
03 TSAC-REWRITE-SW	PIC X(01).	
03 FILLER	PIC X(04).	

- A new table will be created that will house the roster data.
- A new form will be created that will allow the data to be manipulated prior to exportation on a certification file (if the TSAA grant modification is also created, the same form could be used in each case with the key block including a grant/scholarship type to limit the display of student information on the form). The form will need to display the data from the new roster table in columnar format, with the majority of the fields being updatable.
- A new report/process will be created that will compare the roster data in the new table to the production system data. The process can be run in audit or update mode. The audit mode will report discrepant data from the table and the production system, while the update mode will generate the discrepancy report and update the table with the appropriate values based upon the production system.

3.3 TECHNICAL ASPECTS OF CUSTOMIZATION

- 2 new tables
 - RWRGPAT (TELS GPA Table)
 - RWRTSAA (TSAA Grant Table)
- 2 new forms
 - RWIGPAT (TELS Academic Inquiry)
 - RWATSAA (TSAA Grant Roster Maintenance)
- 2 mid-sized ProC processes
 - RWPTSAA (TSAA Grant Roster Import/Export Process)
 - RWPGPAT (TELS GPA Calculation Process)
- 1 small ProC Process
 - RWPTUPD (TSAA Roster Discrepancy Process)

5. TENNESSEE INSURANCE SYSTEM (TIS) INTERFACE TO STATE

SECTION 1: GENERAL INFORMATION

TRACKING TBR 017
NUMBER:

COMPONENT SYSTEM: Banner Human Resources

ESTIMATE OF EFFORT: 425 Hours

SECTION 2: GENERAL DESCRIPTION OF BUSINESS REQUIREMENT

The Institutions need the ability to interface Health Insurance data for all employees to the State.

SECTION 3: GENERAL DESCRIPTION OF CUSTOMIZATION EFFORT

3.1 CERTAIN ASSUMPTIONS

- The data required for TIS reporting can be captured in Banner without modification to baseline forms, tables or processes.
- Banner HR will be the “authoritative source” for insurance reporting.
- There is no requirement to interface employee Health Insurance information from the State to Banner/Oracle.

General assumptions:

- The Customization is based on review of documents and discussions with SMO Services personnel. The Customization should be re-evaluated after the completion of the BPA process. In light of the BPA process, and an assessment of the ability of TBR/Institutions to adjust business process, the solution may be eliminated or need to be enhanced. Therefore, adjustments to estimates may be required.
- Estimates are based on all Institutions agreeing on a single common approach and solution in Banner.
- Customization Maintenance effort is not included in the estimate of effort.
- A TBR single point of contact will be in place for communication during specification development. This single point of contact will be responsible for approval of all documents and acceptance of the final product.
- End user training for Customization is not included in the estimate of effort.
- Only those forms, reports and web pages defined in this document will be modified. Any other object not defined in this specification is not included in the scope of the project.

3.2: FUNCTIONAL ASPECTS OF CUSTOMIZATION

TBR schools are required to send Health Insurance data for all employees to the State. Data includes basic person information (name & address changes) and benefit election information including dependents. File formats are specified by the state for new employees, changes, and terminations. One generic crosswalk form may be required to map values (deductions, earnings, etc.) from Banner to the State. One batch process is required to extract employee data (additions, changes, & terminations) from Banner on a regular basis.

3.3 TECHNICAL ASPECTS OF CUSTOMIZATION

A batch ('C') program will be developed to create an electronic file to be sent to the State. A single multi-purpose crosswalk table and form will be developed. Four (4) temporary tables will be created to store data sent to the state.

6. PRU PROCESSING, TENNESSEE INSURANCE SYSTEM REPORTING (TCRS RETRO REPORTING MAY NEED TO BE ADDRESSED VIA DATA WAREHOUSING REPORTING)

SECTION 1: GENERAL INFORMATION

TRACKING TBR 009, TBR 017, TBR 019
NUMBER:

COMPONENT SYSTEM: Banner Human Resources

ESTIMATE OF EFFORT: 550 Hours

SECTION 2: GENERAL DESCRIPTION OF BUSINESS REQUIREMENT

The Institutions need the ability to collect and report (interface) data for all employees in the Tennessee Retirement System.

SECTION 3: GENERAL DESCRIPTION OF CUSTOMIZATION EFFORT

3.1 CERTAIN ASSUMPTIONS

- The data required for Retirement System/Insurance reporting can be captured in Banner with modification to baseline forms, tables or processes.

General assumptions:

- The Customization is based on review of documents and discussions with SMO Services personnel. The Customization should be re-evaluated after the completion of the BPA process. In light of the BPA process, and an assessment of the ability of TBR/Institutions to adjust business process, the solution may be eliminated or need to be enhanced. Therefore, adjustments to estimates may be required.
- Estimates are based on all Institutions agreeing on a single common approach and solution in Banner.
- Customization Maintenance effort is not included in the estimate of effort.
- A TBR single point of contact will be in place for communication during specification development. This single point of contact will be responsible for approval of all documents and acceptance of the final product.
- End user training for Customization is not included in the estimate of effort.
- Only those forms, reports and web pages defined in this document will be modified. Any other object not defined in this specification is not included in the scope of the project.
- This estimate does not include enhancements to Voice Response.

3.2: FUNCTIONAL ASPECTS OF CUSTOMIZATION

TBR schools are required to track and report/interface data for all employees in the Tennessee Retirement System. Data includes restricted and non-restricted earnings, taxable gross, retirement gross, retirement deduction amount, and service credits.

3.3 TECHNICAL ASPECTS OF CUSTOMIZATION

A batch ('C') program will be developed to create a single hard-copy report and an electronic file to be sent to the State.

7. TSAC STATE GRANT ROSTER

SECTION 1: GENERAL INFORMATION

<u>TRACKING</u>	<u>TBR 020</u>
NUMBER:	
COMPONENT SYSTEM:	Banner Financial Aid
ESTIMATE OF EFFORT:	420 Hours

SECTION 2: GENERAL DESCRIPTION OF BUSINESS REQUIREMENT

Tennessee students may potentially receive financial aid funding from the Tennessee Student Assistance Corporation (TSAC) in the form of a Tennessee Student Award Assistance (TSAA) grant. Communication between the schools and TSAC occurs primarily electronically in the form of rosters. There is a need to develop a method of comparing the electronic TSAC generated roster with the production Banner Financial Aid system and to report back to the user any discrepancies.

SECTION 3: GENERAL DESCRIPTION OF CUSTOMIZATION EFFORT

3.1 CERTAIN ASSUMPTIONS

- The Customization is based on review of documents and discussions with SMO Services personnel. The Customization will need to be re-evaluated after the completion of the BPA process. In light of the BPA process, and an assessment of the ability of TBR/Institutions to adjust business process, the solution may be eliminated or need to be enhanced. Therefore, adjustments to estimates may be required.
- Estimates are based on the all Institutions agreeing on a single common approach and solution in Banner.
- Customization Maintenance effort is not included in the estimate of effort.
- A TBR single point of contact will be in place for communication during spec development. This single point of contact will be responsible for approval of all documents and acceptance of the final product.
- End user training for Customization is not included in the estimate of effort.
- Only those forms, reports and web pages defined in this document will be modified. Any other object not defined in this specification is not included in the scope of the project.
- This estimate does not include enhancements to Voice Response.

3.2: FUNCTIONAL ASPECTS OF CUSTOMIZATION

The following functionality should be added into Banner Financial Aid to accommodate the communication between TSAC and Banner Tennessee schools:

- A new process will be created that both imports and exports roster data. The process will import the data and utilize the common matching logic. The import process will load the data into a new table (see item #2). The export process would generate a file in the format listed below, based upon data that resides in the new table.

The data layout of the roster is presented in the following table (the layout is the same for both the import and export processes):

01 TSAC-RECORD.		
03 TSAC-REC-KEY.		
05 TSAC-RECORD-INDICATOR	PIC 9(01).	Hard coded '1'
05 TSAC-SS-NUMBER	PIC X(09).	Student SSN (to be used on imports for matching)
03 TSAC-ACAD-YR	PIC 9(04).	
03 TSAC-ROSTER-TYPE	PIC X(01).	(C)ertification roster (use this value for exports) (I)nformation (P)ayment (R)econciliation
03 TSAC-TERM-CODE	PIC 9(01).	1 Summer 2 Fall 3 Winter 4 Spring Parameters will be added to the process to identify which term code translates to which term from the file.
03 TSAC-INSTITUTION-CODE	PIC 9(03).	For export files, this will come from a parameter in the process
03 TSAC-LAST-NAME	PIC X(14).	Student Last Name (used on imports for matching)
03 TSAC-FIRST-NAME	PIC X(12).	Student First Name (used on imports for matching)
03 TSAC-MID-INITIAL	PIC X(01).	
03 TSAC-TERM-AWARD	PIC 9(04).	Dollar value of the term award. Imported into the new table and will be used to compare to production data with the certification file.
03 TSAC-PGI	PIC 9(05).	9 month EFC from the ISIR record and will be compared to production data.
03 TSAC-NO-PAYMENT-REASON	PIC X(01).	E - Not enrolled O - Unsatisfactory L - Less than full time Blank - Ready to pay
03 TSAC-PART-FULL-TIME-IND	PIC X(01).	P - Part time F - Full time H - Half time L - Less than halftime
03 TSAC-PROGRAM-TYPE	PIC X(01).	1 - 6 month 2 - 1 year 3 - 2 year 4 - 4 year 5 - 3 year
03 TSAC-DOB	PIC X(08).	ccyymmdd
03 TSAC-SS-NUMBER-NEW	PIC X(09).	
03 TSAC-REWRITE-SW	PIC X(01).	
03 FILLER	PIC X(04).	

- A new table will be created that will house the roster data.
- A new form will be created that will allow the data to be manipulated prior to exportation on a certification file. The form will need to display the data from the new roster table in columnar format, with the majority of the fields being updatable.
- A new report/process will be created that will compare the roster data in the new table to the production system data. The process can be run in audit or update mode. The audit mode will report discrepant data from the table and the production system, while the update mode will generate the discrepancy report and update the table with the appropriate values based upon the production system.

3.3 TECHNICAL ASPECTS OF CUSTOMIZATION

- 1 new tables
 - RWRTSAA (TSAA Grant Table)
- 1 new forms
 - RWATSAA (TSAA Roster Maintenance)
- 1 mid-sized ProC processes
 - RWPTSAA (TSAA Roster Import/Export Process)
- 1 small ProC Process
 - RWPTUPD (TSAA Roster Discrepancy Process)

8. REGENTS ON-LINE DEGREE PROGRAM FINANCIAL AID HOLD

<u>TRACKING</u>	<u>TBR 021</u>
NUMBER:	
COMPONENT SYSTEM:	Banner Financial Aid
ESTIMATE OF EFFORT:	550 Hours

SECTION 2: GENERAL DESCRIPTION OF BUSINESS REQUIREMENT

The Tennessee schools currently hold disbursements of Financial Aid funding for students who are enrolled exclusively in Regents Online Degree Program (RODP) courses for a specific term.

SECTION 3: GENERAL DESCRIPTION OF CUSTOMIZATION EFFORT

3.1 CERTAIN ASSUMPTIONS

- The Customization is based on review of documents and discussions with SMO Services personnel. The Customization will need to be re-evaluated after the completion of the BPA process. In light of the BPA process, and an assessment of the ability of TBR/Institutions to adjust business process, the solution may be eliminated or need to be enhanced. Therefore, adjustments to estimates may be required.
- Estimates are based on the all Institutions agreeing on a single common approach and solution in Banner.
- Customization Maintenance effort is not included in the estimate of effort.
- A TBR single point of contact will be in place for communication during spec development. This single point of contact will be responsible for approval of all documents and acceptance of the final product.
- End user training for Customization is not included in the estimate of effort.
- Only those forms, reports and web pages defined in this document will be modified. Any other object not defined in this specification is not included in the scope of the project.
- This estimate does not include enhancements to Voice Response.

3.2: FUNCTIONAL ASPECTS OF CUSTOMIZATION

A table will be added to contain an indicator, indicating that a course is a RODP course will be added. This indicator will provide Disbursement hold and tracking documentation for RODP only.

9. ENROLLMENT WARNING FOR FINANCIAL AID APPLICANTS

SECTION 1: GENERAL INFORMATION

TRACKING TBR 022
NUMBER:

COMPONENT SYSTEM: Banner Student/Banner Web For Student/Banner Web For Faculty

ESTIMATE OF EFFORT: 547 Hours

SECTION 2: GENERAL DESCRIPTION OF BUSINESS REQUIREMENT

The Tennessee schools have a desire to warn students who enroll for less units than what their Financial Aid has been packaged at, that their Financial Aid award may be impacted by the lower enrollment. The warning does not display what the exact dollar impact is to the student's award, only that a potential change exists.

SECTION 3: GENERAL DESCRIPTION OF CUSTOMIZATION EFFORT

3.1 CERTAIN ASSUMPTIONS

- The Customization is based on review of documents and discussions with SMO Services personnel. The Customization will need to be re-evaluated after the completion of the BPA process. In light of the BPA process, and an assessment of the ability of TBR/Institutions to adjust business process, the solution may be eliminated or need to be enhanced. Therefore, adjustments to estimates may be required.
- Estimates are based on the all Institutions agreeing on a single common approach and solution in Banner.
- Customization Maintenance effort is not included in the estimate of effort.
- A TBR single point of contact will be in place for communication during spec development. This single point of contact will be responsible for approval of all documents and acceptance of the final product.
- End user training for Customization is not included in the estimate of effort.
- Only those forms, reports and web pages defined in this document will be modified. Any other object not defined in this specification is not included in the scope of the project.
- This estimate does not include enhancements to Voice Response.

3.2: FUNCTIONAL ASPECTS OF CUSTOMIZATION

When a student enrolls for fewer courses than required for their Financial Aid to disburse fully, it is desirable to provide them some sort of warning that their aid package might be impacted. This modification would need to be provided for in all the aspects of the system where a student might register.

In each place where enrollment can be submitted, the total hours the student is enrolled in should be compared to the minimum hours required to receive their full Financial Aid package for the term that registration is being processed. This registration validation should be able to be turned on and off so that an Institution can choose to use it only when they desire.

To accomplish this, the minimum units required to be enrolled in for any offered aid for the term would be acquired from the student's financial aid record and compared to the actual hours the student is enrolled in. If the student is not enrolled in sufficient hours, a warning will display on the results page that indicates that the student's Financial Aid package requires enrollment in (x units) and that student's enrollment is insufficient so their aid may be affected.

The web pages that would need to have the validation and warning added are the following:

- Add or Drop Classes in Student Self Service
- Change Class Options in Student Self Service
- Look-Up Classes Results in Student Self Service
- Add or Drop Courses in Faculty Self Service
- Look-Up Classes Results in Faculty Self Service
- Change Class Options in Faculty Self Service

Banner pages that should have the warning validation added are:

- Student Registration (SFAREGS)
- Mass Drop Form (SFAMASS)

Banner setup pages that would be modified to add a control feature for this warning:

- Term Control Form (SOATERM)

3.3 TECHNICAL ASPECTS OF CUSTOMIZATION

- 3 modified baseline forms
 - SFAREGS
 - SFAMASS
 - SOATERM
- 6 modified Web Packages
- 1 common modified Package
 - SFKEDIT

10. DEVELOPMENTAL STUDIES PROGRAM PROCESSING

SECTION 1: GENERAL INFORMATION

TRACKING TBR 023
NUMBER:

COMPONENT SYSTEM: Banner Financial Aid

ESTIMATE OF EFFORT: 550 Hours

SECTION 2: GENERAL DESCRIPTION OF BUSINESS REQUIREMENT

Federal regulations limit the payment of financial aid to students enrolled in a developmental studies program (DSP) to 30 semester units. The Tennessee schools wish to automate the monitoring of students meeting or approaching the limit and to provide a warning system to those students. Baseline Banner processing does not meeting this functional need.

SECTION 3: GENERAL DESCRIPTION OF CUSTOMIZATION EFFORT

3.1 CERTAIN ASSUMPTIONS

- The Customization is based on review of documents and discussions with SMO Services personnel. The Customization will need to be re-evaluated after the completion of the BPA process. In light of the BPA process, and an assessment of the ability of TBR/Institutions to adjust business process, the solution may be eliminated or need to be enhanced. Therefore, adjustments to estimates may be required.
- Estimates are based on the all Institutions agreeing on a single common approach and solution in Banner.
- Customization Maintenance effort is not included in the estimate of effort.
- A TBR single point of contact will be in place for communication during spec development. This single point of contact will be responsible for approval of all documents and acceptance of the final product.
- End user training for Customization is not included in the estimate of effort.
- Only those forms, reports and web pages defined in this document will be modified. Any other object not defined in this specification is not included in the scope of the project.
- This estimate does not include enhancements to Voice Response.

3.2: FUNCTIONAL ASPECTS OF CUSTOMIZATION

Students who receive financial aid funding are restricted to taking no more than 30 semester units of a developmental studies program (DSP).

The solution proposed would utilize a combination of baseline Banner functionality and customized processes.

Using baseline functionality, students will need to be identified through some method as partaking in a DSP program (by using a student attribute or specific level code for example). Also utilizing baseline functionality, courses that pertain to a DSP program need to be notated (possibly by using a course attribute or specific course number sequence). This warning capability should be able to be turned on and off on a by term basis.

The Customization that would be required would entail the following:

- A warning validation would be added to the following self-service web pages that would warn the student if their total DSP units exceed 30 hours and they are a Financial Aid applicant.
 - Add or Drop Classes in Student Self Service
 - Change Class Options in Student Self Service
 - Look-Up Classes Results in Student Self Service
 - Add or Drop Courses in Faculty Self Service
 - Look-Up Classes Results in Faculty Self Service
 - Change Class Options in Faculty Self Service
- A warning validation would be added to the following Banner screens that would warn the administrative user if the students total DSP units exceed 30 hours and they are a Financial Aid applicant:
 - Student Registration (SFAREGS)
 - Mass Drop Form (SFAMASS)
- Banner setup pages that would be modified to add a control feature for this warning:
 - Term Control Form (SOATERM)
- A new process would be developed that would allow the user to enter a specific number of DSP units. The report would return a listing of all Financial Aid applicants for the aid year who have \geq the number of DSP units entered in the parameters. The user would have the option of entering population selection criteria and if they choose to, they can have the process populated a population selection. This would allow the user to send letters or to batch post documents, holds or user defined criteria to individual student records.

3.3 TECHNICAL ASPECTS OF CUSTOMIZATION

- 3 modified baseline forms
 - SFAREGS
 - SFAMASS
 - SOATERM
- 6 modified Web Packages
- 1 modified common Registration Web Package
 - SFKEDIT
- 1 new small report

11. ON-LINE REGENTS DEGREE PROGRAM SUPPORT

SECTION 1: GENERAL INFORMATION

TRACKING _____ TBR 024
NUMBER:

COMPONENT SYSTEM: Banner Student

ESTIMATE OF EFFORT: 1761

SECTION 2: GENERAL DESCRIPTION OF BUSINESS REQUIREMENT

In October 2000, the TBR established the Regents Online Degree Programs (RODP), a series of online degree programs and certificates offered by six state universities, 13 community colleges, and 27 technology centers. The RODP seeks to maximize effective use of technology for delivery of college-level instruction, provide student access to Web-based courses and degree programs, and encourage and support cost-effective course development and delivery among TBR Institutions. As of April 2003, RODP offered three associate and two bachelor's degree programs, and one certificate.

SECTION 3: GENERAL DESCRIPTION OF CUSTOMIZATION EFFORT

TBR currently runs programs that interface data between the Institutions and a thin client. This data includes student registration and course grades. Data is collected daily from Institutions when registration is open. Course offerings are entered manually at each Institution. Registrations are moved to the thin client and enrollment limits are checked at the thin client. If an over enrollment occurs, and a new sections cannot be created to replace it, an email is sent to the Institution, where registration corrections are made manually. Student/course/registration data is passed from the thin client to WebCT, where the course is offered. Grades are entered into WebCT and extracted to the thin client and then through an interface passed back to the Institutions.

3.1 CERTAIN ASSUMPTIONS

- The Customization is based on review of documents and discussions with SMO Services personnel. The Customization will need to be re-evaluated after the completion of the BPA process. In light of the BPA process, and an assessment of the ability of TBR/Institutions to adjust business process, the solution may be eliminated or need to be enhanced. Therefore, adjustments to estimates may be required.
- Estimates are based on the all Institutions agreeing on a single common approach and solution in Banner.
- Customization Maintenance effort is not included in the estimate of effort.
- A TBR single point of contact will be in place for communication during spec development. This single point of contact will be responsible for approval of all documents and acceptance of the final product.
- End user training for Customization is not included in the estimate of effort.
- Only those forms, reports and web pages defined in this document will be modified. Any other object not defined in this specification is not included in the scope of the project.
- This estimate does not include enhancements to Voice Response.
- This assumes that Banner has all the required data elements in baseline

3.2: FUNCTIONAL ASPECTS OF CUSTOMIZATION

Since TBR/Institutions like this process and interface, the suggestion is to continue to use the existing thin client and create new interfaces between the thin client and Banner. There are alternative ways to communicate to a central database and WebCT using dblinks and/or messaging, but that solution is not part of this estimate.

3.3 TECHNICAL ASPECTS OF CUSTOMIZATION

- Replace current interface to thin client with new interfaces to Banner. Number of actual interface files unknown, but using 6 for this estimate.
- Communication between Web CT and thin client remains in place
- Reports from thin client remain

AGREEMENT TO DEVELOPMENT OF OTHER CUSTOMIZATIONS; RIGHT OF USE FOR CPIP SWTSU CUSTOMIZATION FOR LUMINIS

SCT will also develop such other Customizations as Licensee may request from time-to-time pursuant to an Order Form, for the fees to be provided for in such Order Form. Further, and without limitation, SCT agrees that the SMO will have the right to distribute to any or all of the Institutions the CPIP adaptor "password reset and user self-identification utility" Customization that SCT created for Southwest Tennessee State University's use for the SCT Luminis Component System, at no additional usage fee therefor. SCT will provide installation and configuration assistance in connection with such Customization on a time-and-materials basis, pursuant to an Order Form.

ATTACHMENT B

Available Component Systems and Information Services

A. SOFTWARE

SECTION 1: SCT-PROPRIETARY COMPONENT SYSTEMS

SCT Banner and Related Software
Banner Student
Banner Financial Aid (requires INAS from College Board)
Banner Finance
Banner Human Resources
Banner Advancement
SCT Workflow
SCT fsaATLAS
Campus Loan Manager (CLM)
Strategic Enrollment Management
SCT EDI.Smart (per copy)
SCT Luminis Basic
SCT Luminis Foundation
SCT Luminis Premier
SCT Voice Response for Students
SCT PocketRecruiter
SCT LDI for eLearning (Plus, Banner)
SCT LDI for eProcurement (Banner)
SCT Banner XtenderSolutions Integration Component
Banner XtenderSolutions
ODS - Operational Data Store
EDW - Enterprise Data Warehouse
SCT e~Print Reports

SCT Matrix and Related Software
Student Relationship Management (SRM) Framework
Student Marketing System (SMS)
Student Aid System (SAS)
Student Billing System (SBS)
Student Service System (SSS)
Advanced Registration Management (requires Registration and Records)
Campus Loan Manager (CLM)
SCT fsaATLAS
SCT PocketRecruiter
Operational Data Store (ODS) - Oracle based version
Enterprise Data Warehouse (EDW) Oracle based version
ODS and EDW Bundle

SCT PowerCAMPUS and Related Software
SCT PowerCAMPUS and IQ Web
SCT Campus Loan Manager
SCT fsaATLAS
Operational Data Store (ODS) - Oracle based version
Enterprise Data Warehouse (EDW) Oracle based version

SECTION 2: THIRD PARTY PRODUCTS

Partner Solutions
SCT <i>enlighten</i> by CAST
College Board PowerFAIDS
College Board INAS
Cognos Impromptu
Cognos PowerPlay
Great Plains Finance
Great Plains Human Resources and Payroll Management
IBI WebFOCUS and Power Reporter
Legato XtenderSolutions
Nuventive TracDat
Nuventive iWebfolio
Oracle Application Server Enterprise Edition
Oracle Programmer
Oracle internet Developers Suite
Oracle internet Application Server Enterprise Edition
SciQuest HigherMarkets
SSD Axiom Enterprise Edition and Axiom Lite

B. SERVICES

Section I Services
Technical and Cross Product Service Plan
Student Service Plan with Student SS, Fac & Advisor, EDI
Financial Aid Service Plan
Finance Service Plan with Finance SS & EDI
Human Resources Service Plan with Employee SS
Advancement Service Plan with Advancement SS
Strategic Enrollment Management
Voice Response for Students
<i>Campus Loan Manager (CLM)</i>
CLM Training and Implementation Service
CLM Data Conversion Service - One Loan Portfolio
<i>Banner XtenderSolutions Services</i>
Initial Business Area Implementation
Additional Business Area Implementation (each area)
<i>SCT Workflow for Banner</i>
On-Site-based Implementation
Workflow Consulting Services
EDI First Contact Implementation
Section II Services
Engagement Management-See Proj Planning Level 0
<i>Project Scheduling</i>
1 year
2 years
3 years
<i>Project Management Level 1</i>
1 year
2 years
3 years
<i>Project Management Level 2</i>
1 year
2 years

3 years
<i>Project Management Level 3</i>
1 year
2 years
3 years
<i>Project Management Level 4</i>
1 year
2 years
3 years
<i>Data Migration Services</i>
Data Migration Planning
Data Migration Data Mapping
Banner Data Migration Training (per major product)
Full Data Migration Support
<i>Data Migration Toolkit (non-LEAP)</i>
Student
Fin Aid
Finance
HR
Advancement
Data Migration Service Package
<i>Data Migration Toolkit (LEAP)</i>
Student
Fin Aid
Finance
HR
Advancement
LEAP Data Migration Service Package
<i>CAPP Configuration Services</i>
Level 1 (Basic) - CAPP Implementation
Level 2 (Mid-level) - CAPP Configuration - 10 Programs
Level 3 (Full-catalog) - CAPP Configuration - All Programs
<i>HigherMarkets For Banner Services</i>
Gold Package 1 - without Order Manager
Gold Package 2 with Order Manager
Platinum Package 1 - without Order Manager
Platinum Package 2 - with Order Manager
<i>WEBFOCUS Services</i>
Existing Focus Client Migration to WebFocus
Services for New WebFocus Clients
Optional Service for New or Existing Clients
<i>e-print Implementation Services</i>
optional on-site product training at Client's location
<i>Nuventive Services</i>
TracDat Implement includes remote install, plan,train,consult)
iWebFolio Enterprise Implementation Tiers I - III
iWebFolio Enterprise Implementation Tiers IV - X
Optional Add-on Acclimation Services
Optional Add-on Program Implementation
Optional Add-on Portfolio Template Services
Oracle Training at the Education Center
Oracle Onsite Training

<i>SCT Luminis Services</i>
Luminis Basic Services
Luminis Basic Services Trainer Certification License
Luminis Foundation Services
Luminis Foundation Services Trainer Certification License
Upgrade CP3.2 to Luminis Basic
Upgrade WP3.2 to Luminis Basic Trainer Certification License
Upgrade CP3.2 to Luminis Foundation
Upgrade WP3.2 to Luminis Foundation Trainer Certification License
Luminis Premier
Luminis Data Integration for eProcurement
Luminis Data Integration for eLearning Service
Luminis Data Integration for eLearning Migration Services
Luminis Entry Level Services
<i>Operational Data Store (with Reporting Strategy)</i>
1 System
2 Systems
3 Systems
4 Systems
5 Systems
Customized Services
Enterprise Data Warehouse Implementation Services
Enterprise Data Warehouse Customization Services
Institution Reporting Strategy Services
PocketRecruiter - Setup Fee for Hosted or Local
<i>SCT fsaAtlas Services</i>
Implementation Services with Banner 5.x
Implementation Services with Banner 6.x
Implementation Services with Plus SIS 1.19 and 1.20
Implementation Services - Non-Banner ERP
Custom Integration Services
<i>Modifications</i>
Modification Needs Analysis
Modification Assessment
Specification Development
Complete Mods Development and Support
<i>Business Process Analysis</i>
BPA Workshop
Level 1 - BPA & Current State Modeling (6 processes)
Level 2 - BPA & Improved State Modeling (6 processes)
Level 3 - Institution-specific BPA & Modeling engagement
<i>SCT Process Improvement Assessment</i>
Student Area
Finance Area
Human Resources Area
Financial Aid Area
Advancement Area
<i>End-User Training</i>
"Train the Trainer" Workshop
Training Needs Assessment Per Product
Training Project Definition & Plan Development per Product
Development of Training Materials

TouchNet Payment Gateway Remote Installation
TouchNet WEBCHECK/WEB Remote Installation
TouchNetPayment Gateway for IVP
TouchNet MarketPlace
Section III Services
<i>Remote Oracle Database Administration Svcs</i>
Level 1 - Six (6) month engagement
Level 2 - One (1) year engagement
Level 3 - Three (3) year engagement
IT Readiness Assessment Service
<i>Network & Connectivity Services</i>
Network & Connectivity Assessment Service - Tiers I - V
Network & Connectivity Assessment Service - Tiers VI -X
Network & Connectivity Optional Service
Applications Optional Services
<i>Systems Services</i>
Server/Host Capacity Planning Service
Data Center Operations Assessment Service
Windows 2000 Assessment Service
Systems Management Service
Storage Management Service
Assets Management Service
Systems Security Management Service
<i>e-Services</i>
Web Optional Service
Risk Mitigation Services
Other I/T Services

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ATTACHMENT C

Institutions

List of the higher education institutions overseen by TBR.

Tennessee Board of Regents, Central Office
Austin Peay State University
East Tennessee State University
Middle Tennessee State University
Tennessee State University
Tennessee Technological University
University of Memphis
Chattanooga State Technical Community College
Cleveland State Community College
 TTC-Athens
Columbia State Community College
 TTC-Pulaski
 TTC-Hohenwald
Dyersburg State Community College
 TTC-Newbern
 TTC-Ripley
 TTC-Covington
Jackson State Community College
 TTC-Jackson
 TTC-Whiteville
 TTC-Crump
 TTC-McKenzie
 TTC-Paris
Motlow State Community College
 TTC-Shelbyville
 TTC-Murfreesboro
 TTC-McMinnville
Nashville State Community College
 TTC-Nashville
 TTC-Dickson
Northeast State Technical Community College
 TTC-Elizabethton
Pellissippi State Technical Community College
 TTC-Knoxville
Roane State Community College
 TTC-Oneida/Huntsville
 TTC-Harriman
 TTC-Jacksboro
 TTC-Crossville
Southwest Tennessee Community College
 TTC-Memphis
Volunteer State Community College
 TTC-Livingston
 TTC-Hartsville
Walters State Community College
 TTC-Morristown

(all TBR schools with the TTCs listed with the applicable lead college)
Each University and College also have a Foundation

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ATTACHMENT D

Fees and Payment Schedule

A. Software License Fees For Component Systems Listed in Table 1 of Attachment A; and Term License Fees For PeopleAdmin Component System For Period From January 1, 2006 through December 31, 2009:

\$10,140,803, Due thirty (30) days after the Delivery Date

Notwithstanding any other term or condition of the Agreement or the Amendment, Licensee will have the right to renew its annual license for the PeopleAdmin Component System through SCT only through December 31, 2010, for an additional fee (such additional amount which would be payable to SCT by not later than August 1, 2010 if Licensee exercises its renewal right) of \$127,617. Thereafter, absent an additional amendment to the Agreement providing for such additional right, Licensee must contract directly with PeopleAdmin to order and obtain continuing annual subscription usage rights for the PeopleAdmin Component System.

B. SMO Fees and Improvements Fees For Baseline Component Systems Listed in Table 3(a) of Attachment A:

- **\$2,749,268**, for period from January 1, 2005 through December 31, 2005; Due on August 1, 2005.

- **\$2,859,238**, for period from January 1, 2006 through December 31, 2006; Due on August 1, 2006.

- **\$2,973,608** for period from January 1, 2007 through December 31, 2007; Due on August 1, 2007.

- **\$3,092,552**, for period from January 1, 2008 through December 31, 2008; Due on August 1, 2009.

- **\$3,216,254**, for period from January 1, 2009 through December 31, 2009; Due on August 1, 2009.

For each Contract Year thereafter (assuming Licensee's exercise of renewal for the 5 year period as otherwise provided for in the Amendment), such amount will be increased by 4% over the fee for the immediately preceding Contract Year. Payment will be due on August 1st of the Contract Year for which such payment is being remitted.

C. Maintenance Fees For Baseline Oracle Component System Identified in Table 3(b) of Attachment A:

\$704,000, for period from January 1, 2005 through December 31, 2005; Due on August 1, 2006. For each Contract Year thereafter through December 31, 2009, such amount will be increased by 4% over the fee for the immediately preceding Contract Year. Payment will be due on August 1st of the Contract Year for which such payment is being remitted. For any period subsequent to December 31, 2009, Licensee must contract directly with Oracle Corporation to order and obtain Maintenance for the Baseline Oracle Component System.

(Continued on following page)

D. Windstar Component System Annual Subscription Renewal Fee:

\$69,420, for period from January 1, 2006 through December 31, 2006; Due on August 1, 2006. For each Contract Year thereafter, such amount will be increased by 4% over the fee for the immediately preceding Contract Year. Payment will be due on August 1st of the Contract Year for which such payment is being remitted. Notwithstanding any other term or condition of the Agreement or the Amendment, Licensee will have the right to renew its annual subscription for the Windstar Component System through SCT only through December 31, 2010. Thereafter, absent an additional amendment to the Agreement providing for such additional right, Licensee must contract directly with Windstar to order and obtain continuing annual subscription usage rights for the Windstar Component System.

E. Fixed Fee Engagement Management and Remote Database Administration Services (inclusive of travel and other reimbursable expenses):

- \$647,428 for the period from January 1, 2005 through December 31, 2005;
- \$652,180 for the period from January 1, 2006 through December 31, 2006;
- \$657,170 for the period from January 1, 2007 through December 31, 2007; and
- \$662,409 for the period from January 1, 2008 through December 31, 2008

Fixed Fee Engagement Management and Remote Database Administration Information Services are payable quarterly, in arrears, in equal quarterly installments, with the first quarterly installment due by March 31, 2005.

F. Hourly Information Services (Implementation and Customization Services):

- \$176 per person-hour for Information Services rendered from January 1, 2005 through December 31, 2005. For each calendar year thereafter during the Term, the hourly rate for Information Services rendered during that calendar year will be 105% of the hourly rate for such Information Services for the immediately preceding calendar year. Without limitation, SCT personnel bill for preparation, followup and actual travel time (to be limited to four hours per travel leg, per person). SCT will use good faith, diligent efforts to use regionally-based personnel to limit travel time. SCT will bill Licensee for hourly Information Services on a monthly basis, in arrears, as such hourly Information Services are rendered. All such billable Information Services will be provided pursuant to an Order Form.

G. Expenses:

- Licensee will reimburse SCT for travel and associated expenses that SCT personnel providing hourly Information Services actually incur. The reimbursement for travel and associated expenses associated with the Information Services to be provided over the projected four (4) year implementation of the Amendment Date Component Systems will not exceed \$3,200,000 without Licensee's prior approval, to be provided for in an additional amendment to the Agreement. Reimbursement for travel will be made for pre-approved, documented travel expenses is subject to the limitations of TBR Travel Policy at

http://www.tbr.state.tn.us/policies_guidelines/business_policies/4-03-03-00.htm.

- Pre-approval for travel must be secured using the form in Attachment K-1 as specified in section 6 b: "Reimbursement of Reasonable and Actual Travel and Living Expenses."

- Reimbursement for travel expenses which have been pre-approved will be based on the information provided on the form in Attachment K-2 as specified in Section 6(b), "Reimbursement of Reasonable and Actual Travel and Living Expenses."

H. Performance Bond Premiums:

- Licensee will remit payment to SCT of the following premium amounts for the performance bond:

Year 1 = \$20,750, due by January 15, 2005

Year 2 = \$17,150, due by January 15, 2005

Year 3 = \$14,270, due by January 15, 2005

Year 4 = \$11,514, due by January 15, 2005

Year 5 = \$9,261, due by January 15, 2005

I. Continuing Payment Obligations:

In addition to the Third SMO Amendment, SCT, on the one part, and Licensee and/or one or more of the Institutions, on the other part, have signed one or more other amendments, order forms, or other contractual documents pursuant to which Licensee or an Institution (as appropriate), has continuing financial obligations to SCT for goods or services provided pursuant to such other amendments, order forms and/or other contractual documents. The amounts to be paid to SCT pursuant to such other amendments, order forms and/or contractual documents are not included in the amounts otherwise payable to SCT pursuant to this Amendment, and this Amendment does not extinguish the obligations of Licensee/such other Institutions to pay SCT the amounts otherwise provided for in such other amendments, order forms and/or other contractual documents.

(Continued on following page)

For purposes of clarification and without limiting the preceding paragraph, the parties acknowledge and agree that: (a) Licensee's obligations to remit payment to SCT for WebCT software acquired by Licensee under another amendment/order form/other contractual document, of \$489,143 and \$538,057 in 2005 and 2006, respectively; and (b) Licensee's obligations to remit payment of Improvements fees for the Baseline software products identified in the schedule below, for benefit of each Institution named below (such Improvements fee payment amount which, in 2005, will be in the approximate amount of \$186,000, and in subsequent years will increase as otherwise provided for in the applicable amendment/order form/other contractual document), all remain in full force and effect, and that such amounts are not extinguished by or assumed into the payments to be made pursuant to this Amendment. To the extent goods and services are provided under this Amendment, the costs herein for such goods and services extinguish any existing payment obligation for such goods or services under any earlier agreement.

(See following page)

Baseline Component System(s)
(Tennessee Technological University)
e~Print Site License
TouchNet MarketPlace
TouchNet e-Check
TouchNet Payment Gateway Enterprise
(East Tennessee State University)
Campus Loan Manager (CLM)
(Jackson State Community College)
TouchNet Payment Gateway for Web
Perkins Loan ³
PC70 Query ³
(University of Memphis)
Luminis Premier
(Middle Tennessee State University)
Luminis Premier
e~Print Site License
(Tennessee State University)
Luminis Foundation
TouchNet e-Check
TouchNet Payment Gateway Enterprise
(Columbia State Community College)
e~Print Site License
(Roane State Community College)
TouchNet e-Check
TouchNet Payment Gateway Enterprise
e~Print Site License
Campus PipelineWeb Platform
(Nashville State Technical Institute)
e~Print Site License
(Motlow State Community College)
TouchNet Payment Gateway for Web
(Southwest Tennessee Community College)
TouchNet Web-Check
TouchNet Payment Gateway Enterprise
Luminis Basic
(Austin Peay University)
e~Print Site License

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ATTACHMENT E

Order Form Template

ORDER FORM

TENNESSEE BOARD OF REGENTS ("TBR") and SUNGARD SCT INC. ("SCT")

This Order Form, effective as of the date on which it has been executed on behalf of both parties, as provided for below ("Order Form Date"), is issued pursuant to the terms and conditions of the 2004 Master Amendment between the parties, bearing an Amendment Date of December 16, 2004 (the "Amendment"). All terms and conditions of the Amendment are incorporated in this Order Form by this reference as fully as if written out below.

This Order Form is issued for benefit of the following Institution:

Name of Institution: _____

Address: _____

License For Additional Component System Pursuant to Master License Agreement. TBR desires to obtain a right of use for the following additional Component System(s) for the Institution named above in this Order Form:

Table A - LICENSED SOFTWARE:

Component System	Source Code Licensed?	Software Supplement	License Fee
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Total License Fee:			\$

(Continued on following page)

Table B - INFORMATION SERVICES (Time and Materials Services):

Description	Service Amount ³	Service Rate ¹	Fee ²
	person-hours	\$ /person-hour	\$
	person-hours	\$ /person-hour	\$
	person-hours	\$ /person-hour	\$
MAXIMUM AUTHORIZED TIME AND MATERIALS INFORMATION SERVICES FEE			\$ 2
MAXIMUM AUTHORIZED TRAVEL			\$
MAXIMUM AUTHORIZED TOTAL			\$

Notes to Table B:

¹ Rate is in effect from _____ through _____, and is thereafter subject to annual escalation as otherwise provided for in the Amendment. TBR will pay for Information Services at the Amendment rate in effect at the time the Information Services in question are rendered. Travel and living expenses for SCT personnel, must be authorized and pre-approved as provided for in the Amendment.

² The actual amount that Institution will pay for time and materials Information Services will vary based on the actual number of hours of Information Services utilized not to exceed the total shown above, and the rate that is applicable during that year in which the Information Services are rendered.

³ "Committed Services" – SCT will provide the services identified above in Table B by _____.

MAINTENANCE SERVICES

PARTIAL CONTRACT YEAR AMOUNT/PAYMENT DATE: \$ _____ due on August 1, ____ for the period _____ through _____.

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: August 1, _____

Table C:

Component System	Contract Year Begins/Ends	Expiration Date	Annual Maintenance Fee Payment Amount ¹
			\$
			\$
			\$
			\$
			\$
			\$
TOTAL MAINTENANCE FEE			\$

Notes to Table C:

¹ For the Baseline Component Systems identified above in Table C, the "Annual Maintenance Fee Payment Amount" represents the amount due on the First Annual Contract Year Payment Date for Improvements for the first full Contract Year. Maintenance fees for each subsequent Contract Year are payable by August 1st of the Contract Year for which the payment is being remitted, and are subject to escalation as otherwise provided for in the 2004 Master Amendment.

(Continued on following page)

PAYMENT – The maximum payment amount authorized under this Order Form will not exceed \$ _____ without a duly executed amendment to this Order Form:

- The “Total License Fee” amount provided for in Table A is due on the Execution Date. Late charges will accrue as otherwise provided for in the Amendment.
- SCT will invoice for the Information Services provided for in Table B, as well as for all other applicable charges, monthly.
- TBR will remit payment of Maintenance fees specified in Table C as otherwise provided for in this Order Form.

DELIVERY : Each of the Baseline Component Systems identified in Table A will be delivered within thirty (30) days following the Execution Date of this Order Form.

OPTIONAL TERMINATION DATE:

Institution: _____

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

SunGard SCT Inc.

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

Tennessee Board of Regents

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

(This date is the execution date.)

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ATTACHMENT F

Certain Software Supplements

(Attached)

Appendix F-1

INAS Component System Software Supplement

1. Additional Definitions. The term "INAS Component System" means the Component System of the College Entrance Examination Board (the "INAS Licensor"), referred to as the Institutional Need Analysis System.

2. Ownership. The INAS Licensor owns the INAS Component System.

3. Restrictions on Use of INAS Component System. Licensee's use of the INAS Component System is subject to the following additional terms and conditions:

(a) Licensee is strictly and expressly prohibited from using the INAS Component System (or any trade secrets or know-how embodied therein and communicated to Licensee thereby or any technical data or information contained therein) in any manner or by any means whatsoever except for use in the administration of student financial aid services at Licensee's institution.

(b) The INAS Component System is, and shall at all times remain, the sole and exclusive property of the INAS Licensor, and that, without limiting the generality of the foregoing, the INAS Licensor is the sole and exclusive owner of all rights therein, including (i) any copyrights and all renewals and extensions thereof, (ii) trade secrets or know-how embodied therein and communicated to Licensee thereby, and (iii) any technical data or information contained therein. The INAS Component System is confidential and Licensee will not authorize or permit its contents to be conveyed or in any manner communicated to any third party, nor shall the INAS Component System itself be physically duplicated or reproduced (except for the purposes of archiving and system back-up), or used by any third party, in whole or in part, without prior written approval of the INAS Licensor. The foregoing shall survive the termination of the Agreement.

(c) To the extent permitted by Tennessee law, the INAS Licensor has made and is making NO WARRANTIES OR REPRESENTATIONS WHATEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE INAS COMPONENT SYSTEM, AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. The INAS Licensor shall have no obligation under or as a result of the license agreement between Licensee and SCT to install, service, maintain, update or revise the INAS Component System.

(d) If SCT or Licensee changes in any way the INAS Component System, then the INAS Licensor shall have no responsibility to Licensee if the INAS Component System as changed is not operationally suitable.

Appendix F-2

EDI.Smart Component System Software Supplement

1. Additional Definitions.

(a) "EDI.Smart Component System" means the Component System consisting of the software identified below:

Document Management Software (includes trading partner management and recipient database);

Transaction Set Modules;

Transaction Sets for Transcript Management, consisting of TS 130 - Transcript, TS 131 - Transcript Acknowledgment, TS 997 - Functional Acknowledgment and TS 190 - Enrollment Verification; together with certain other tangible and intangible components.

2. Ownership. Certain segments of the EDI.Smart Component System are owned by third parties that have authorized SCT to grant Institution a right of use therefore.

3. Restrictions on Use of EDI.Smart Component System. Each licensed copy of the EDI.Smart System shall not be used on more than one (1) Windows-based personal computer.

Appendix F-3

Luminis Basic Component System Software Supplement

1. Supplemental Terms for License To Use SCT Luminis Basic Component System. Licensee's license to use the SCT Luminis Basic Component System on the terms and conditions of the Agreement is amended by this Supplement (as amended, the "Agreement") as provided for below:

2. Additional Definitions: "SCT Luminis Basic Component System" means the software programs provided by SCT known as the SCT Luminis Platform for incorporation into or for use with the other Component Systems which are or have been licensed by SCT to Licensee, except as otherwise provided for in Amendment ("Other Component Systems").

3. Ownership. Except as provided for in the following sentence, SCT owns the SCT Luminis Basic Component System. Certain segments of the SCT Luminis Basic Component System are owned by third parties ("Third Party Components") that permit SCT to grant Licensee a right of use for such Third Party Components, but only as part of and/or for use with the SCT Luminis Basic Component System.

4. Restrictions on Use of SCT Luminis Basic Component System. Licensee's use of the SCT Luminis Basic Component System is subject to the following additional terms and conditions:

(a) Licensee has the right to use the SCT Luminis Basic Component System only in binary executable form and (except as otherwise provided for in Amendment) only as part of or for use with the Other Component Systems, locally developed systems, and other application programs implemented to support Licensee's enterprise services ("Licensee System Software").

(b) The SCT Luminis Basic Component System is proprietary to SCT and its third party licensors. Title to the SCT Luminis Basic Component System will at all times remain vested in SCT or its third party licensors, as applicable. Except for the right of use that is expressly provided to Licensee under the Amendment, no right, title or interest in or to the SCT Luminis Basic Component System is granted to Licensee;

(c) Licensee is prohibited from furnishing to any third party and from publishing any result of any benchmark tests that compare the SCT Luminis Basic Component System to other similar software products.

Appendix F-4

fsaATLAS Component System Software Supplement

1. Supplemental Terms for License To Use SCT fsaATLAS Component System. Licensee's license to use the SCT fsaATLAS Component System on the terms and conditions of the Agreement is amended by this Supplement (as amended, the "Agreement") as provided for below:

2. Ownership.

(a) ~~Except as provided for in the following sentence, SCT owns the SCT fsaATLAS Component System.~~ Certain segments of the SCT fsaATLAS Component System are owned by third parties ("Third Party Components") that permit SCT to grant Licensee a right of use for such Third Party Components, but only as part of and/or for use with the SCT fsaATLAS Component System.

(b) The SCT fsaATLAS Component System is proprietary to SCT and its third party licensors. Title to the SCT fsaATLAS Component System will at all times remain vested in SCT or its third party licensors, as applicable. Except for the right of use that is expressly provided to Licensee under the Amendment, no right, title or interest in or to the SCT fsaATLAS Component System is granted to Licensee.

Appendix F-5

TouchNet Component Systems Software Supplement

1. Additional Definitions. "TouchNet Component Systems" means those Component Systems of TouchNet Information Systems, Inc. ("TouchNet") identified in this Amendment under the heading "TouchNet Component Systems."
2. Ownership. TouchNet owns the TouchNet Component Systems.
3. Restrictions on Use of TouchNet Component Systems. Licensee's use of the TouchNet Component Systems is subject to the following additional terms and conditions:
 - (a) Licensee has the right to use the TouchNet Component Systems only in Object Code form, only on the designated Equipment at the Location, and only for Licensee's internal data processing;
 - (b) Licensee is prohibited from transfer or duplicating the TouchNet Component Systems except and for temporary transfer in the event of Equipment malfunction and in order to make a single backup or archival copy of the TouchNet Component Systems;
 - (c) Licensee is prohibited from assigning its license to use the TouchNet Component Systems in whole or in part and is prohibited from making the TouchNet Component Systems available in any timesharing or rental arrangement, in whole or in part;
 - (d) Licensee is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the TouchNet Component Systems, in whole or in part;
 - (e) The TouchNet Component Systems are proprietary to TouchNet and are supplied by SCT under license from TouchNet. Title to the TouchNet Component Systems will at all times remain vested in TouchNet or its designated successor. Except for the right of use that is expressly provided to Licensee under the Agreement, no right, title or interest in or to the TouchNet Component Systems is granted to Licensee;
 - (f) To the extent permitted by Tennessee law, TouchNet will not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Licensee's use of the TouchNet Component Systems or related materials;
 - (g) Licensee acknowledges and agrees that TouchNet is a third party beneficiary and will have the right to enforce the terms and conditions of the Agreement with respect to the TouchNet Component Systems.

Appendix F-6

Oracle Component System – Limited Use Campus Wide Software Supplement

1. Additional Definitions. “Oracle Software” means the Oracle Corporation (“Oracle”)-proprietary Component Systems of identified in Attachment A. “**Named User Plus**” is defined as an individual authorized by Licensee to use the Oracle software products identified in the tables above (hereinafter the “Oracle Software”) which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Oracle Software at any given time. A non human operated device will be counted as a “Named User Plus” in addition to all individuals authorized to use the Oracle Software, if such devices can access the Oracle Software. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted.

2. Ownership. Oracle owns the Oracle Software.

3. Restrictions on Use of Oracle Software. Licensee’s use of the Oracle Software is subject to the following additional terms and conditions:

(a) Licensee has the right to use the Oracle Software only in Object Code form, only on the designated Equipment at the Location, and only to process data for Licensee’s business operations.;

(b) Licensee is prohibited from assigning, giving or transferring the Oracle Software to another individual or entity (and if Licensee grants a security interest in the Oracle Software, the secured party has no right to use or transfer the Oracle Software);

(c) Licensee is prohibited from making the Oracle Software available in any timesharing, service bureau, subscription service or rental arrangement, in whole or in part;

(d) Licensee agrees not to use the Oracle Software for any purpose except within the scope of the Licensed Software owned by SCT, in accordance with the restrictions set forth in the Agreement;

(e) Licensee is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Oracle Software, in whole or in part;

(f) Licensee acknowledges that the Oracle Software is proprietary to Oracle and is supplied by SCT under license from Oracle. Title to the Oracle Software shall at all times remain vested in Oracle or its designated successor and does not pass in any way to Licensee or any third party. Except for the right of use that is expressly provided to Licensee under the Agreement, no right, title or interest in or to the Oracle Software is granted to Licensee;

(g) Licensee shall not reverse engineer (unless required by law for interoperability), disassemble or decompile the Oracle Software, nor shall Licensee duplicate the Oracle Software except to make a sufficient number of copies of each program for Licensee’s licensed use and one copy of each program media;

(h) To the extent permitted by Tennessee law, Oracle shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Licensee’s use of the Oracle Software or related materials;

(i) Licensee is prohibited from publishing any result of any benchmark tests run on the Oracle Software;

(k) Licensee must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Oracle Software, nor any direct product thereof, is exported, directly or indirectly, in violation of applicable laws;

(l) Licensee acknowledges and agrees that Oracle is a third party beneficiary of this Agreement with regard to the Oracle Software;

(m) Licensee acknowledges and agrees that Oracle is not required to perform any obligation or, to the extent permitted under Tennessee law, to incur any liability unless expressly specified in the Agreement;

(n) Licensee acknowledges and agrees that SCT shall be permitted, upon reasonable request, to periodically audit Licensee’s use of the Oracle Software (including through an onsite audit or remote access, or both) and report such use to Oracle or to assign this right to audit Licensee’s use of the Oracle Software to Oracle; Licensee shall cooperate with each such audit as requested by SCT or Oracle; Licensee agrees to pay within 30 days of written notification any underpaid fees, with a failure to make such payment being a material breach of this license;

(o) Licensee acknowledges and agrees that the Uniform Computer Information Transactions Act shall have no applicability to this Agreement, including the Oracle Software licensed hereunder;

(p) **Internet Access.** Licensee is permitted to have an unlimited number of internet users to access any of the Campus Wide - Limited Use Oracle Software listed in Attachment A, provided the access is for viewing, querying, or adding data associated with the end user's administrative, teaching, research or community service functions.

(q) **OAI and WDP Membership.** Teaching departments at the Licensee may participate in the Oracle Academic Initiative (OAI) and/or the Oracle Workforce Development Program (WDP) or successor Oracle Software that may replace OAI/WDP. The OAI/WDP membership fee will be waived for any department that elects to incorporate Oracle programs into its classroom teaching. Teaching departments may apply for the free membership at <http://www.oai.oracle.com> or <http://www.workforce.oracle.com>. Once the teaching department is established as an OAI/WDP member, the department will be licensed to use the programs available under OAI/WDP for the purposes set forth in the applicable agreement.

(r) **User Minimums Not Applicable.** The user minimum table in the "License Definitions and Rules" does not apply to Campus Wide - Limited Use Oracle Software.

(s) **Certain Additional Usage Restrictions.** The Oracle Software may not be used for any non-medical school functions of an associated medical center or university hospital (e.g., patient management and billing).

Appendix F-7

Windstar Component System Software Supplement

1. Access and License Grant

1.1 License Grant. Subject to the terms and conditions of the Agreement as amended and modified by this Software Supplement, Windstar Inc. ("Windstar"), through its authorized sublicensor, SCT, hereby grants Licensee a non-exclusive, non-transferable term license to use, through Internet access, the Windstar software products specified in Attachment A (the "Windstar Component System"), solely for its internal business purposes, for the term provided for in Attachment A.

1.2 Access: Certain Use Prohibitions. As soon as reasonably practicable, SCT, through Windstar, will provide to Licensee such access or enabling codes as are necessary to enable Licensee to access the Baseline Windstar Component System, and will provide Licensee with the documentation for the Baseline Windstar Component System, for Licensee's use as otherwise provided for in the Agreement, including this Software Supplement.

2. Proprietary Rights

2.1 Ownership. Licensee acknowledges and agrees that, as between Licensee and Windstar, Windstar is the sole and exclusive owner of all right, title and interest in and to the Windstar Component System, as well as all alterations, modifications, additions, and derivative works made with respect to the Windstar Component System ("Work Products"). Except for the limited rights of usage expressly granted hereby: (a) Licensee will have no rights in or to the Windstar Component System or Work Products; and (b) Licensee will not use, reproduce, publish, or make available to others, modify, or create any derivative works of, all or any part of the Windstar Component System or Work Products.

Appendix F-8

PeopleAdmin Component System Software Supplement

1. Access and License Grant

1.3 License Grant. Subject to the terms and conditions of the Agreement as amended and modified by this Software Supplement, PeopleAdmin Inc. (“PeopleAdmin”), through its authorized sublicensor, SCT, hereby grants Licensee a non-exclusive, non-transferable term license to use, through Internet access, the PeopleAdmin software products specified in Attachment A (the “PeopleAdmin Component System”), solely for its internal business purposes, for the term provided for in Attachment A.

1.4 Access; Certain Use Prohibitions. As soon as reasonably practicable, SCT, through PeopleAdmin, will provide to Licensee such access or enabling codes as are necessary to enable Licensee to access the Baseline PeopleAdmin Component System, and will provide Licensee with the documentation for the Baseline PeopleAdmin Component System, for Licensee’s use as otherwise provided for in the Agreement, including this Software Supplement.

2. Proprietary Rights

2.1 Ownership. Licensee acknowledges and agrees that, as between Licensee and PeopleAdmin, PeopleAdmin is the sole and exclusive owner of all right, title and interest in and to the PeopleAdmin Component System, as well as all alterations, modifications, additions, and derivative works made with respect to the PeopleAdmin Component System (“Work Products”). Except for the limited rights of usage expressly granted hereby: (a) Licensee will have no rights in or to the PeopleAdmin Component System or Work Products; and (b) Licensee will not use, reproduce, publish, or make available to others, modify, or create any derivative works of, all or any part of the PeopleAdmin Component System or Work Products.

ATTACHMENT G

[DELETED FROM AMENDMENT]

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ATTACHMENT H

Maintenance Agreement

This Agreement is made as of the Amendment Date. Intending to be legally bound, the parties agree as follows:

1. Incorporation By Reference. The terms and conditions of the Amendment are incorporated into this Agreement as fully as if written out below in this Agreement. Each term defined in the Amendment has the meaning ascribed to such term in the Amendment whenever such term is used in this Agreement. Further, certain other terms may be defined in the operative provisions of this Agreement.

2. Maintenance Provided.

(a) Generally. With regard to the Baseline version of the Amendment Date Component Systems, and for any other Baseline Component Systems licensed during the Term, for the Contract Years specified in the applicable Order Form, SCT will provide TBR with Maintenance for, Enhancements of, and New Releases of each Baseline Component System identified in an Order Form, for each Institution identified in such Order Form, and for such fees as are specified in such Order Form. Without limitation, as part of Maintenance, during the Term, SCT will provide Licensee with all new releases of all Baseline Component Systems for which SCT grants Licensee a license during the Term. Maintenance fees for the Baseline Amendment Date Component Systems are included in the SMO Services fees.

(b) Notifications. For all Improvements developed by SCT as part of the Baseline Component System, SCT will provide TBR with advance written notice specifying the changes to be made to the Baseline Component System by the Improvements in question, within a reasonable time prior to the delivery of such Improvements to Licensee.

(c) Limitations. All Improvements will be part of the applicable Baseline Component System and will be subject to all of the terms and conditions of the applicable License Agreement and this Agreement. SCT's obligation to provide Improvements for Baseline Component Systems owned by parties other than SCT is limited to providing the Improvements that the applicable third party owner provides to SCT for that Baseline Component System. In this regard, to the extent that an agreement authorizing SCT to resell or sublicense a third party's Baseline Component System is terminated or expires prior to the Expiration Date, then SCT's obligation to provide Improvements for that Baseline Component System, and TBR's obligation to pay SCT for such Improvements, will automatically terminate simultaneously with the termination or expiration of the relevant agreement. TBR must provide SCT with such facilities, equipment and support as are reasonably necessary for SCT to perform its obligations under this Agreement, including remote access to the Equipment.

3. Limited Right of Termination For Convenience. In each instance, for any particular Order Form (including, with regard to the Amendment Date Component Systems, Attachment A, such Attachment A which specifies therein "Optional Termination Dates" with regard to the Amendment Date Component Systems), TBR will have the option (the "Early Termination Right") to terminate the provision of Maintenance (and with regard to the Amendment Date Component Systems, the SMO Services) for any Baseline Component Systems licensed pursuant to that Order Form effective on any of the dates identified in that Order Form as an "Optional Termination Date," without the obligation to pay SCT any amount in connection the exercise of the Early Termination Right. TBR can exercise the Early Termination Right in any instance by providing SCT with written notice, at least six (6) months prior to the applicable Optional Termination Date, advising SCT that TBR is exercising the Early Termination Right (the "Early Maintenance Termination Notice"). To the extent that TBR exercises the Early Termination Right, and the corresponding Optional Termination Date occurs in the middle of a Contract Year, then TBR will be obligated to pay the Improvements fees for the affected Baseline Component Systems (and with regard to the Amendment Date Component Systems, the fees for SMO Services) on a prorated basis only through the Optional Termination Date. SCT will, as of the Optional Termination Date, have the right to invoice for the Improvements fees (and with regard to the Amendment Date Component Systems, the SMO Services fees) due up to and including the Optional Termination Date that have not then been paid, or (as applicable) will refund any Improvements fees (or SMO Services fees, if applicable) prepaid for any period following the Optional Termination Date. In each instance, absent SCT's receipt of the Early Termination Notice in accordance with this paragraph, the parties' respective obligations regarding Maintenance pursuant to the Order Form (and Maintenance/SMO Services, with regard to the Amendment Date Component Systems) in question will remain in full force and effect in accordance with the terms of the Agreement.

4. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order (other than an Order Form) or similar document which may be issued in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, signed by each party, and expressly provides that it amends this Agreement.

ATTACHMENT I

Targeted Response Timeframes – Documented Defects

SCT will provide telephone hot-line support during regular SCT business hours (as of the Amendment Date, such hours being 8:00 AM to 8:00 PM Eastern Time, Monday through Friday, excluding US nationally-observed holidays) and Licensee (or in Licensee's stead, SCT personnel providing SMO Services) will be entitled to place calls to for and to receive telephone assistance from SCT on functional and technical issues and/or to report support issues. Without in any way limiting the foregoing, SCT will use good faith efforts to respond to calls for assistance with Documented Defects as follows, with such time periods being measured beginning with the first hour following SCT's receipt of a call for assistance:

1. For calls regarding Documented Defects at priority one (defined to involve a full or partial system failure preventing the performance critical processing, or a situation in which a partial system failure hinders the ability to perform critical processing), SCT will respond in two (2) hours or less;
2. For calls regarding Documented Defects at priority two (defined to involve a situation where an intermittent system failure or a system problem causes a significant delay in non-critical processing), SCT will respond in four (4) hours or less; and
3. For calls regarding Documented Defects at priority three (defined to involve conditions that do not significantly affect critical processing), SCT will respond in eight (8) hours or less.

In each instance, SCT will provide a correction of or an avoidance procedure (that is, a workaround that will enable the continued use of the Baseline Component System in question without a material adverse impact on the Institution's day-to-day business operations) for a Documented Defect in a manner deemed timely in the data processing industry, given the nature and severity of the Documented Defect in question, and in any event, will use good faith, diligent and repeated efforts to resolve priority 1 and priority 2 Documented Defects as soon as reasonably possible.

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ATTACHMENT J

Information Services Agreement

This Agreement is made as of the Amendment Date. Intending to be legally bound, the parties agree as follows:

1. Incorporation By Reference. The terms and conditions of the Amendment are incorporated into this Agreement as fully as if written out below in this Agreement. Each term defined in the Amendment has the meaning ascribed to such term in the Amendment whenever such term is used in this Agreement. Further, certain other terms may be defined in the operative provisions of this Agreement.

2. Information Services Provided.

(a) Generally. For the period specified in an Order Form, SCT will provide Institutions with the Information Services specified in the Statement of Work attached to such Order Form, for each Institution identified in such Order Form, and for such fees as are specified in such Order Form.

(b) Committed Services. Without limiting any other term or condition of this Agreement, in each instance, SCT will provide an Institution with Committed Services within the time period specified in the applicable Order Form. TBR must provide SCT with enough advanced notice to enable SCT to provide all Committed Services within the time period specified in the applicable Order Form. In any instance, the time period for providing the Committed Services may be modified by a writing signed by both parties.

In each instance in which SCT is to provide Information Services, the parties will develop a written Project Plan that details the Information Services to be provided, identifies each party's responsibilities for such Information Services and sets forth a schedule for the provision of such Information Services.

(c) Availability of Ongoing Maintenance Services For Customizations and Other Work Product. SCT agrees to provide Institutions with maintenance and support services for Customizations and other Work Product (as that term is defined below) pursuant to this Agreement ("Customization Maintenance"). In each instance, SCT and the Institution in question will execute an Order Form for Customization Maintenance, specifying therein the fees for and the scope of such Customization Maintenance, all consistent with the terms and conditions of this Agreement and the Amendment; provided, however, that during the Term, as part of the SMO Services, SCT will provide Licensee with Customization Maintenance for those Customizations listed in Appendix ___ of Attachment A.

3. Certain Obligations of An Institution.

(a) Access. The Institution grants or will obtain for SCT personnel access to the Premises specified in each Order Form and other TBR facilities, information, data, data communication services, and communication lines, at such times and for such purposes as reasonably necessary or appropriate to permit SCT to render Information Services.

(b) Availability of Institution Personnel. Upon SCT's reasonable request, the Institution will make its personnel, including appropriate professional personnel, administrative personnel and other employees, reasonably available for consultation to the extent reasonably necessary in order to facilitate SCT's performance of the Information Services.

4. Personnel.

(a) Assignment of SCT Personnel and Replacement of SCT Premises-Based Personnel. TBR shall have the right to request specific SCT personnel assigned to provide Information Services. SCT shall respond to a request for personnel to provide Information Services within three (3) days to include information about personnel availability. TBR will have the right to request that SCT remove and replace any SCT personnel providing Information Services at the Premises if, in the reasonable opinion of TBR, such SCT personnel do not possess the skills and experience necessary to render the Information Services for which SCT has provided such personnel. Promptly after receipt of TBR's request therefore (which right of request TBR will not unreasonably exercise), SCT will replace such personnel, at no additional cost to TBR. TBR shall not pay for any Information Services provided by SCT personnel that must be so replaced.

For each engagement, SCT will provide the Institution in question with the resume for SCT's proposed Project Manager, and the Institution will be given the opportunity to interview the proposed SCT Project Manager prior to his or her appointment. Further, in each instance, SCT's project manager will enable the Institution to conduct discussions (either by telephone, through e-mail correspondence, through in-person meetings, or through a combination of the foregoing) with the SCT employees assigned to the project in question prior to those individuals beginning work on the project.

(b) SCT Project Manager. For each Statement of Work, SCT will designate an SCT project manager ("SCT Project Manager") who will be responsible for coordinating SCT's efforts and for communicating with TBR/Institution Project Director (defined below) regarding the Information Services to be rendered under the Order Form in question.

(c) TBR/Institution Project Director. For each Statement of Work, an Institution will designate an Institution project director ("Institution Project Director") who will be responsible for communicating with the SCT Project Manager with regard to the Information Services in question.

5. Term. The term during which SCT will provide Information Services under any particular Statement of Work will be specified in the applicable Statement of Work or the Order Form to which such Statement of Work is attached.

6. Ownership of Work Product; License to Use Customizations.

(a) Work Product Ownership, Generally. Without limitation or prejudice to: (i) SCT's exclusive ownership right in and to Derivative Works (as defined below) of the Licensed Software; and (ii) except to the extent that any of the same constitute Derivative Works incorporating property of any other third party, in which case the rights of usage would be determined in accordance with the underlying governing license agreement therefore, with regard to any work product created by SCT as a result of the Information Services, including any Customizations, whether completed or partially completed, and all documents and other work product developed under or pursuant to the provision of the Information Services, whether completed or partially completed ("Work Product"): (A) Each party will exclusively own all right, title and interest in and to any Work Product to the extent that such Work Product constitutes a "derivative work" ("Derivative Work"), as provided for under the U.S. Copyright Act, US 101 *et seq.*, of a party's underlying copyrighted work ("Derivative Work Product"); and (B) the Institution will own any and all right, title and/or other interest in and to any and all other Work Product ("New Work Product"); and SCT hereby agrees to irrevocably assign and transfer to TBR and Institutions and does hereby assign and transfer to TBR and Institutions all of its worldwide right, title and interest in and to the New Work Product including all associated intellectual property rights. TBR and Institutions will have the sole right to determine the treatment of any New Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that TBR and Institutions deem appropriate. SCT agrees: (a) to disclose promptly in writing to TBR and Institutions all New Work Product in its possession; (b) to assist TBR and Institutions in every reasonable way, at TBR and Institutions' expense, to secure, perfect, register, apply for, maintain, and defend for TBR and Institutions' benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the New Work Product in their name(s) as it deems appropriate; and (c) to otherwise treat all New Work Product as TBR and Institutions' confidential information. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by TBR and Institutions to SCT shall remain the sole property of TBR and Institutions. Further, SCT will ensure that its employees and partners appropriately waive any and all claims and assign to TBR and Institutions any and all rights or any interests in any New Work Product or original works created in connection with this Agreement. SCT irrevocably agrees not to assert against TBR and Institutions or its direct or indirect assignees or licensees any claim in any New Work Product or original works created in connection with this Agreement. Except for its obligation during the Term to provide continued support and Information Services to TBR and the Institutions for any such New Work Product, SCT shall have no rights to copy, recreate, modify and/or otherwise make any use of the New Work Product except by express written license from TBR, for and on behalf of itself and each Institution. Without limiting the foregoing, however, and without limiting SCT's right to utilize any of its methodologies, processes and prior knowledge for or in connection with any other engagement that SCT may undertake with any other customer: Nothing contained in this Section 6(a), or elsewhere in the Amendment, will be deemed to preclude SCT from making use of any routines, subroutines and/or standard code that SCT may use in the creation of any New Work Product; nor will SCT, in any

manner or by any means, be precluded from independently creating any materials that may be similar in form, feature, function, operation or otherwise to any New Work Product; nor will SCT or any of its personnel be deemed to have any obligation to forebear using any so-called "residual knowledge" - that is, from making use of any ideas, know-how, concepts and techniques that are related to SCT's business activities and that may be contained or utilized in any New Work Product and that are retained in the memories of SCT personnel engaged in the creation of any New Work Product.

(b) Work Product Ownership Amendments in Certain Instances. The parties acknowledge and agree that, in certain instances, it may be in their mutual interest to amend the provisions of this Section 6 with regard to certain of the Work Product that may be created during the Term ("Certain Work Product"), and in such instances, the parties will negotiate in good faith to amend this Agreement to include the additional terms, conditions and/or limitations that the parties in such instance agree would be applicable to the Certain Work Product in question.

(c) License To Use and Sublicense Customizations. To the extent that a Customization constitutes Derivative Work Product owned by SCT ("Derivative Customization"), then subject to the terms and conditions of this Agreement, SCT grants the Institution a perpetual, non-exclusive, non-transferable license to use, execute and copy as needed to use the Derivative Customization in Object Code form and Source Code form (where applicable), in the United States and on the computer configuration for which SCT created such Derivative Customization, all in accordance with all other terms and conditions of this Agreement. Such license for Derivative Customizations will include the perpetual, non-exclusive, non-transferable and royalty-free right to grant other Institutions that are also licensees of the underlying Software of which such Derivative Customization is a derivative work (each such entity being an "Eligible Sublicensee") the right to such Derivative Customizations, but solely for the internal, non-commercial computing operations of such Eligible Sublicensee, and only pursuant to a written agreement between the Institution and such Eligible Sublicensee and containing terms and conditions substantially similar to those set forth below, substituting, in each instance, "Eligible Sublicensee" for "Institution" where required. Any licensing rights not expressly granted in this Agreement are expressly reserved.

(i) Source Code. The Institution will not disclose all or any part of the Source Code for any Derivative Customization to any person except to Permitted Personnel.

(ii) Object Code. The Institution has the right to use each Derivative Customization in Object Code form, in a test, production and/or disaster recovery mode.

(iii) Right To Reproduce Derivative Customization Specifications. The Institution can make copies of the Derivative Customization Specification for each Derivative Customization as needed for its use in accordance with the terms of this Agreement.

(iv) Restrictions on Use of Derivative Customizations. The Institution is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of any Derivative Customization. The Institution will not allow any Derivative Customization to be used by, or disclose all or any part of any Derivative Customization to, any person except Permitted Personnel on a "need to know" basis. Without limiting the foregoing, the Institution is permitted to allow use of the input and/or output sensory displays of or from a Derivative Customization by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Derivative Customization. The Institution will not allow any Derivative Customization, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SCT's prior written consent (such consent which SCT will not unreasonably withhold or delay) and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(v) Right To Modify Derivative Customizations. The Institution has the right to modify, improve, enhance and compile the Derivative Customizations, utilizing the Source Code delivered by SCT pursuant to this Agreement.

(vi) Intellectual Property Rights Notices. The Institution is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SCT otherwise provides with any Derivative Customization. The Institution must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that the Institution makes of any Derivative Customization.

(vii) Survival. The provisions of this Section 6, including the license granted hereunder and all related rights and obligations, will survive the term or termination of this Agreement for any reason; provided, however, in the event of termination of the license to the Licensed Software granted pursuant to the Amendment and/or any other agreement between TBR and SCT, or an Institution and SCT, all rights to utilize the Licensed Software would terminate, and accordingly, the Institution's right to use any Derivative Customizations that are Derivative Works of the Licensed Software, in whole or in part, will terminate.

7. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order (other than an Order Form) or similar document which may be issued in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, signed by each party, and expressly provides that it amends this Agreement.

ATTACHMENT K
Travel Documents

(This attachment will contain all Travel Documents applicable to the Amendment Date Component Systems.)

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ATTACHMENT K-1 Travel Authorization

Tennessee Board of Regents																																				
Travel Authorization																																				
Name: <input style="width: 80%;" type="text"/>	Official Station: <input style="width: 80%;" type="text"/>																																			
Phone Number: <input style="width: 80%;" type="text"/>	Department: <input style="width: 80%;" type="text"/>																																			
	Account Number: <input style="width: 20%;" type="text"/> - <input style="width: 20%;" type="text"/>																																			
Type of Travel: <input checked="" type="radio"/> In-State <input type="radio"/> Out-of-State <input type="checkbox"/> Group Travel Mode of Travel: <input type="checkbox"/> Airline <input type="checkbox"/> Auto (Rental Vehicle) <input type="checkbox"/> Other: <input style="width: 80%;" type="text"/>																																				
Reason for Travel: <input style="width: 95%;" type="text"/>																																				
Institution Responsible for Travel Expenses: <input style="width: 95%;" type="text"/>																																				
Dates, Times, And Purpose																																				
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Place of Departure: <input style="width: 95%;" type="text"/>																																				
Destination and Purpose: <input style="width: 95%;" type="text"/>																																				
Date of Return: <input style="width: 20%;" type="text"/>	Time of Return: <input style="width: 20%;" type="text"/>																																			
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Chief Business Officer _____	Chief Business Officer _____																																			
or Designee	or Designee																																			
Date	Date																																			
Note: Authorized travel is subject to the limitations of TBR Travel Policy 4-03-03-00 @ http://www.tbr.state.tn.us/policies_guidelines/business_policies/4-03-03-00.htm																																				

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ATTACHMENT L

SCT Non-Disclosure Agreement

RESTRICTED USE AND NON-DISCLOSURE AGREEMENT

_____ (“Consultant”), in consideration of obtaining access to the Confidential Information for the Permitted Purpose, agrees as follows:

1. Background.

TBR (as that term is defined below) and SCT are parties to the TBR License Agreement (as that term is also defined below), pursuant to which SCT granted TBR a license to use the Licensed Software (as that term is defined below) pursuant to the terms, conditions and limitations of TBR License Agreement. TBR, pursuant to such written agreement as will be entered into by TBR and Consultant (the “Consulting Agreement”), desires to engage the services of Consultant (including any third party engaged by TBR or an Institution to provide remote hosting services for the Licensed Software, or any regulatory body with a need to know), and such engagement will necessitate that Consultant have access to TBR’s instance of the Licensed Software. The terms of the TBR License Agreement require that third parties having access to the Licensed Software for such purposes must, *inter alia*, first execute an SCT-approved restricted use and non-disclosure agreement. Accordingly, as a condition to Consultant’s access to or use of the Licensed Software for the Permitted Purpose (as that term is defined below), Consultant is executing and agrees to be bound by the terms, conditions and limitations of this Agreement.

2. Definitions.

(a) “Licensed Software” means the Source Code and object code for the computer programs and computer coded instructions (including all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing) licensed by SCT to The State University and Community College System of Tennessee, known generally as the “Tennessee Board of Regents” (“TBR”) pursuant to the terms of a Master Software License and Services Agreement between SCT and TBR made as of January 29, 1993, as amended by the December 16, 2004 Master Amendment and as may be further amended from time to time (the “TBR License Agreement”).

(b) “Source Code” will include source code for the Licensed Software in both human-readable and machine-readable form.

(c) “Confidential Information” means commercially valuable, non-public information of SCT that is disclosed to or otherwise received by Consultant in any manner and/or by any media, whether oral, visual or in tangible form (including, without limitation, documents, devices and computer readable media) and any and all copies thereof, including, without limitation the terms and conditions of the TBR License Agreement; and the Licensed Software, including without limitation all copies of Source Code (if provided), Object Code and all related specifications, documentation, technical information, project management methodologies, and training materials, and all corrections, modifications, additions, improvements and enhancements to and all intellectual property rights for the Licensed Software.

(d) “Permitted Purpose” means the right of Consultant to use or access the Licensed Software and the Confidential Information during the term of the Consulting Agreement for the following purpose: _____, all subject to the terms, restrictions and limitations otherwise contained in this Agreement and in the TBR License Agreement.

3. **Acknowledgment.** Consultant acknowledges and understands that the Confidential Information, including without limitation the Licensed Software, is of great value to SCT, the development of which has involved the expenditure of substantial amounts of money and the use of skilled development experts over a period of time. Consultant further acknowledges and understands that the Licensed Software and/or any other Confidential Information of SCT are being disclosed to Consultant on a strictly confidential basis to be used only for the Permitted Purpose, and for use only in strict accordance with the terms, conditions and limitations of this Agreement and the TBR License Agreement.

4. Restrictions on Use of the Confidential Information and Licensed Software. Access to the Confidential Information will be restricted to those of Consultant's personnel with a "need to know" who are engaged for the Permitted Purpose. Both before and after termination of the TBR License Agreement for any reason, Consultant will refrain from permitting any other person, firm, corporation, organization or entity to have access to or have use of, directly or indirectly, all or any part of the Confidential Information, including without limitation the Licensed Software. Consultant will maintain the Confidential Information in strict confidence and will not disclose any Confidential Information in any manner to any other person, firm, corporation, organization or entity. Consultant will not use, copy, duplicate, recreate, or reverse engineer all or any part of the Confidential Information, including without limitation any component of the Licensed Software, for any purpose other than the Permitted Purpose, and only in strict accordance with the terms, conditions and limitations of this Agreement and the TBR License Agreement. Further, and without limitation, Consultant acknowledges and agrees that, notwithstanding whether Consultant or any other person or entity is the creator thereof, SCT will exclusively own any and all right, title and interest in and to any and all derivative works of the Licensed Software ("Derivative Works," as such term is defined under United States copyright law), in whole and/or in part, and Consultant hereby assigns to SCT its entire right, title and interest thereto for the United States and all foreign countries without further compensation. Consultant agrees to execute such documents and other materials as may be reasonably requested by SCT to obtain protection for such Derivative Works and to perfect exclusive title thereto in SCT, all at the sole expense of SCT. Consultant will insure that all employees of Consultant who are providing the services in connection with the Permitted Purpose will be apprised of and will comply with this Agreement.

5. Exceptions To Confidential Information. Confidential Information will not include any information that Consultant can demonstrate:

- (a) was rightfully in Consultant's possession without confidentiality restriction prior to disclosure by SCT hereunder;
- (b) was generally known or becomes so generally known or otherwise enters the public domain without violation of this Agreement;
- (c) has come into the possession of Consultant without confidentiality restrictions from a third party who is under no obligation to SCT to maintain the confidentiality of such information;
- (d) is independently developed by the Consultant without use of or access or reference to such Confidential Information;
- (e) is regularly disclosed to third parties without restriction on disclosure by SCT; or
- (f) is required to be disclosed by law after providing SCT with adequate prior notice and the opportunity to challenge such disclosure.

If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such Confidential Information will remain subject to all of the provisions of this Agreement.

6. Legal Process. In the event Consultant receives a subpoena or other validly issued administrative or judicial process demanding all or any part of the Confidential Information, Consultant will promptly notify SCT and tender to it the defense of such demand. Unless the demand will have been timely limited, quashed or extended, Consultant will thereafter be entitled to comply with such demand to the extent permitted by law. If requested by SCT, Consultant will cooperate (at the expense of SCT) in the defense of a demand.

7. Return of Confidential Information. All Confidential Information made available hereunder, including copies thereof, will be returned to SCT upon the first to occur of (a) completion of the Permitted Purpose or (b) at the request of SCT.

8. Proprietary Legends. Consultant will not remove any proprietary rights legend from, and will, upon SCT's reasonable request, add any proprietary rights legend to, materials disclosing or embodying Confidential Information.

9. DISCLAIMER OF WARRANTIES. ALL CONFIDENTIAL INFORMATION, INCLUDING ANY IMPROVEMENTS, IS DISCLOSED OR OTHERWISE MADE AVAILABLE TO CONSULTANT ON AN "AS IS" BASIS. SCT MAKES NO WARRANTIES REGARDING THE ACCURACY OF THE CONFIDENTIAL INFORMATION. SCT HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

10. Term of Confidentiality Obligations. Except as expressly permitted herein, in each instance, for a period of ten (10) years following the date that SCT first discloses an item of Confidential Information to Consultant, but in any event, for all of perpetuity with regard to the Licensed Software and any part of the Confidential Information which at such time SCT treats as a trade secret of SCT (the "Non-Disclosure Period"), Consultant will maintain in confidence and not disclose Confidential Information.

11. No License Granted By This Agreement. Other than the limited right of use for the Permitted Purpose that SCT has hereby granted to Consultant herein, SCT grants no license to Consultant under any copyrights, patents, trademarks, trade secrets or other proprietary rights to use or reproduce Confidential Information. Without limiting the foregoing, nothing in this Agreement will be deemed to limit in any manner or by any means Consultant' rights under the Consultant Agreements.

12. Governing Law. This Agreement will be governed by the laws of the State of Tennessee, as applicable to agreements both executed and wholly performed therein.

13 Miscellaneous. This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof. Any modifications of or changes to this Agreement will be in writing and signed by both parties.

Consultant hereby executes this Agreement in duplicate original copies by setting its signature below on both such execution copies.

Consultant has executed this Agreement on this ____ day of _____.

CONSULTANT

By:_____

Printed Name and Title:_____

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ATTACHMENT M

Statement of Work

General

This Statement of Work describes the specific tasks and deliverables associated with the Information Services identified in the Order Form (Attachment E) to which this Statement of Work is appended.

Certain of the Information Services described in this Statement of Work require that the parties develop and agree upon written documents and plans. Except for the Amendment Date Component System, such plans, including each Project Plan, will be developed in each instance using Table B of the Order Form Template-Attachment E. In each such instance, once the parties have agreed upon the form and content of the written document/plan and otherwise in accordance with this Statement of Work format, each will approve the document/plan in writing prior to undertaking their respective performance obligations under the document/plan. Once the document/plan has been agreed upon by the parties in writing, any changes to the document/plan will require written approval of both parties. Neither party will unreasonably withhold or delay any approval required under this provision and each will work together in good faith to attempt to resolve any disagreements in this regard.

Institution, will make the determination as to the appropriate time frame for taking each Component System into a live production environment. SCT may provide certain assistance in this regard as defined in this Statement of Work.

This Statement of Work itself and the accompanying fees are based upon the assumption that SCT's responsibilities for the project will last not more than ____ () months from the Order Form execution date (the "Services Period"). Institution will exert diligent efforts, and provide the cooperation and assistance reasonably requested by SCT, to enable SCT to render the Information Services and complete its responsibilities within the __ month Services Period.

Certain Responsibilities of Institution. In addition to the responsibilities of each party otherwise provided for in this Statement of Work or the related planning documents, Institution agrees to provide the following in connection with the Information Services described in the project plan and this Statement of Work:

Institution will provide a point-of-contact that will work directly with the SCT Project Manager to assist and coordinate activities related to this engagement, such as meetings, interviews and acceptance of deliverables.

Institution will provide access to key individuals or groups for information-gathering purposes and interviews in relation to the performance of these Information Services.

Institution will provide, install and provide SCT with access to all reasonably necessary hardware, software and peripherals. The Institution's point-of-contact will work directly with the SCT personnel to assist and coordinate SCT's access to such Institution systems.

Institution agrees to provide full cooperation and assistance to SCT as reasonably requested by SCT and as specified in the project plan and other project documents.

Institution will provide access (where available) to procedures documents, published strategy and tactical documents, process requirement documents, etc. for information-gathering purposes in relation to the performance of the Information Services by SCT, and to the administrative systems and information in relation to the performance of the Information Services by SCT.

Statement of Work Template

This Statement of Work describes the specific tasks and deliverables associated with the Information Services identified in the Order Form.

Description of SCT Tasks and Deliverables	SCT Project Manager	Begin Date	End Date

Institution: _____

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

SunGard SCT Inc.

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

Tennessee Board of Regents

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____