



TENNESSEE BOARD OF REGENTS

Office of Business & Finance

1 Bridgestone Park | Nashville, TN 37214-2428 | Phone 615.366.3921 | Fax 615.366.2246 | www.tbr.edu

November 11, 2016

Ms. Krista Lee, Director
320 6th Avenue North
8th Floor, Rachel Jackson Building
Nashville, TN 37243

Dear Ms. Lee:

Enclosed please find an Addendum to an Agreement between the Tennessee Board of Regents and [REDACTED] L.P, providing for our enterprise planning resource system. Please note that this is an extension to an existing Agreement which would extend the term for an additional five (5) years.

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 (615) 366-4436. Information regarding the contract may be sent to my attention at angela.flynn@tbr.edu or at the address above.

Sincerely,

Angela Gregory Flynn
Assistant Vice Chancellor for Purchasing and Contracts

cc: Dale Sims
Stephen Vieira

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 :	[REDACTED]		
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 #		8	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)		1/1/2017	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :		12/31/2023	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :		\$151,376,627	
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 :			
Extension of the current Enterprise Resource Planning (ERP) System with additions for new product offerings; cloud services and increase in the number of system maintenance personnel based on the inclusion of the Tennessee Colleges of Applied Technology in the support agreement and their initial utilization of the ERP system			
15) Explanation of Need for the Proposed Amendment :			

Continued utilization of the existing ERP and inclusion of a new set of TCAT institutions beginning use of the ERP. Implementation of a new version of the existing ERP with enhancements providing opportunities for students to have continued success through product improvements.

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

██████████ Headquarters
██████████ VA ██████████

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 :

██████████ is the intellectual property of ██████████ and is in use at over 1,600 institutions of higher education worldwide. ██████████ 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 ██████████ 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)
5. Continued enhancements to the ERP system are automatically transferred to students, faculty and staff at the various institutions as they become available
6. Familiarity with the existing ERP system has, over time, led to increasing efficiencies in the various campus functional offices and increased the level of support provided to students, faculty and staff
7. Developing relationships with the vendor has led to enhancements to the ERP system pointed directly at the Tennessee institutions where it is deployed
8. The initial procurement process was competitively bid.

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)

David Gugonyor

11/11/16

Agency Head Signature

Date

CONTRACT SUMMARY SHEET

021406

RFS #	Contract #
State Agency Tennessee Board of Regents	State Agency Division System Office
Contractor Name ██████████ LP	Contractor ID # (FEIN or SSN) C- or V-

Service Description
Maintenance of ERP System (██████████)

Contract BEGIN Date 1/1/2005	Contract END Date 12/31/2017	Subrecipient or Vendor?	CFDA #
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Mark Each TRUE Statement

Contractor is on STARS Contractor's Form W-9 is on file in Accounts

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
2009			\$ 9,445,185.00		\$ 9,445,185.00
2010			\$ 7,285,698.00		\$ 7,285,698.00
2011			\$ 4,864,420.00		\$ 4,864,420.00
2012			\$ 4,945,486.00		\$ 4,945,486.00
2013			\$ 5,110,319.00		\$ 5,110,319.00
2014			\$ 5,280,646.00		\$ 5,280,646.00
2015			\$ 5,456,650.00		\$ 5,456,650.00
2016			\$ 2,773,047.00		\$ 2,773,047.00
TOTAL:	\$ -	\$ -	\$ 107,852,239.00	\$ -	\$ 107,852,238.00

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	
2013	\$ 5,110,318.00	\$ (56,200.00)	Dale Sims (615) 366-3921
2014	\$ 5,280,646.00	\$ (123,300.00)	
2015	\$ 5,456,650.00	\$ (143,600.00)	
2016	\$ 2,773,047.00	\$ 2,705,400.00	
2017	\$ -	\$ 5,780,710.00	
2018		\$ 5,940,577.50	
2019		\$ 6,209,300.00	State Agency Budget Officer Approval <i>Dale Sims</i>
2020		\$ 6,395,500.00	
2021		\$ 6,587,400.00	
2022	\$ -	\$ 6,785,000.00	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)
2023	\$ -	\$ 3,442,600.00	
TOTAL:	\$ 18,620,661.00	\$ 43,523,387.50	
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 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)

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Stephen A. Vieira		*Contact Phone:	615-366-4451	
*Contract Number:	100958		*RFS Number:	N/A	
*Original Contract Begin Date:	1/1/2005		*Current End Date:	12/31/2017	
Current Request Amendment Number: <i>(if applicable)</i>	8				
Proposed Amendment Effective Date: <i>(if applicable)</i>	1/1/2017				
*Department Submitting:	Tennessee Board of Regents				
*Division:	Information Technology				
*Date Submitted:	11/10/2016				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	[REDACTED]		LP		
*Current Maximum Liability:	\$151,375,627				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2017	FY: 2018	FY: 2019	FY 2020	FY 2021	FY 2022
\$5,780,710	\$5,940,578	\$6,209,300	6,395,500	\$6,587,400	\$6,785,000
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2013	FY: 2014	FY: 2015	FY: 2016	FY:2017	FY 2018
\$5,110,318	\$5,280,646	\$5,456,650	\$2,773,047	\$3,842,473	\$
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 [REDACTED] 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:	\$ 107,852,239		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 "[REDACTED]" software to the contract (student early alert system)
4/26/2012	Continues availability (through [REDACTED] of [REDACTED] (tax reporting) and [REDACTED] (HR) systems through 12/31/2012
12/18/2012	Addendum 7 contract extension (submitted and approved by Fiscal Review
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>	N/A
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

Addendum Eight to the 2004 Master Amendment

This Addendum Eight ("Addendum"), effective as of the date of later signature below (the "Addendum Eight 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 [REDACTED] P. 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, and Addendum Three with an effective date of December 21, 2009, Addendum Four with an effective date of January 1, 2011, Addendum Five with an effective date of January 31, 2012, Addendum Six, with an effective date of April 18, 2012, and Addendum Seven, with an effective date of January 1, 2013 (hereinafter collectively, the "Master Amendment"). Each capitalized term not otherwise defined in this Addendum will have the meaning ascribed to that term in the Master Amendment whenever that term is used in this Addendum. In the event of conflict between any provisions of the Master Amendment and the provisions of this Addendum, the provisions of this Addendum will govern.

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

1. Definitions. Exhibit I ("Definitions") is modified as follows
 - a. Available Component Systems. The second paragraph in the definition of "Available Component System" that was added in Addendum One is deleted in its entirety.
 - b. Cloud Software. The following new definition for Cloud Software is added to the Master Amendment:

"Cloud Software" means the Software identified as "Cloud Software" in a Cloud Software Order Form which is made available in a remote environment for a term of years and which Cloud Software is described more particularly in a Cloud Software Order Form. "Cloud Software" does not include Information Services provided on a remote basis, including, without limitation, application hosting services or application management services.
 - c. Delivery Date. The definition of "Delivery Date" is modified to add the following at the end of the definition: For Cloud Software, or other Available Software that is delivered electronically, the Delivery Date is the date that the Cloud Software/Component System is made available to Client (i.e., electronic access, including for these purposes the date that [REDACTED] makes a licensing key or code available for the purpose of enabling such access to the product in question).
2. Right to Grant License and Ownership. Section 2 of the Master Amendment is amended to read as follows: [REDACTED] has all rights to grant the license and rights of usage for the Licensed Software provided for in this Master Amendment; [REDACTED] or its licensors owns the Licensed Software.
3. TBR Travel Policy. The TBR Travel Policy in Section 6(b) of the Master Amendment is removed from the Master Amendment as non-applicable.
4. Term. The term of this Addendum shall begin on January 1, 2017, and expire December 31, 2022 ("Term"), and the Term of the Master Amendment is extended accordingly. Additional [REDACTED] Proprietary Component Systems licensed during the Term will receive a 50% discount off the then-current List Price (based on the enrollment Tier applicable to the purchasing Institution). This discount does not apply to any Third Party Component Systems, whether they are delivered on a stand-alone basis or embedded in or included with [REDACTED] Proprietary Component Systems. Cloud Software licensed during the Term will receive a 20% discount off the then-current List Price (based on the enrollment Tier, number of users or other pricing measurement applicable to the purchasing Institution).
5. Insurance. Section 17(d) of the Master Amendment is modified to remove the words "Travel Agents" in clause (v).
6. SMO. The SMO services will be provided through the services of seven (7) [REDACTED] full-time SMO employees in the TBR Nashville offices and two (2) [REDACTED] full-time equivalent SMO employees who

work remotely. The overall flow of request and prioritization of work to the SMO will be governed by process and practices established by mutual consent between [REDACTED] and TBR. The [REDACTED] employees in the SMO will not be deemed employees of TBR or any Institution for any purpose. [REDACTED] will be responsible for managing all personnel matters relating to the SMO employees. TBR will direct the day to day work activities of the SMO employees.

The SMO services described in Addendum Two to the Master Amendment will continue to be provided by [REDACTED] through the Term of this Addendum Eight and will be priced as follows:

2017	2018	2019	2020	2021	2022
\$3,959,583.00	\$4,078,370.00	\$4,200,722.00	\$4,326,742.00	\$4,456,543.00	\$4,590,241.00

The pricing in the table above will replace and supersede the pricing table in Paragraph 2 (SMO) of Addendum Seven for 2017. Payments due for SMO services performed during 2017 pursuant to Addendum Seven are no longer due and payable; instead the payment(s) shown above will cover the SMO services for 2017. The fees above reflect a three percent (3%) per year escalation in the annual fees for Maintenance, New Releases and Enhancements to Licensed Software that has been licensed on a perpetual basis.

Fees for SMO services are due on August 1 each year for the SMO services provided during that calendar year.

If TBR licenses [REDACTED] (ILP) from [REDACTED] ILP will be added to Attachment 1 to Addendum Seven as a Component System supported by the SMO as of the date licensed. SMO employees will be provided training for this new Component System as part of the SMO services. Attachment 1 to Addendum Seven is also updated to change the name of Campus Loan Manager – CLC to be Campus Receivables Collector - CRC.

7. Hourly Information Services.

- a. At TBR's option, Hourly Information Services rendered pursuant to Order Forms or Work Orders signed on or after January 1, 2017 and completed prior to December 31, 2022 will be provided at a rate of either: (i) ninety percent (90%) of [REDACTED]s then current List Price for the applicable hourly Information Services, or (ii) \$187 per hour. A travel uplift charge of \$45 per hour will be applied to Information Services performed onsite at a TBR or Institution location. For the avoidance of doubt, this provision will replace and supersede the rates set out in the table in Paragraph 3 (Hourly Information Services) of Addendum Seven.
- b. For Large Defined Information Services Engagements as defined below, the rate structure below shall apply instead of the rate structure described in Section 7(a) above. A "Large Defined Information Services Engagement" means an individual engagement described in an Order Form or Work Order where the total estimated fees for the engagement are at least \$1.5 million. The rates described in this Section 7(b) do not apply to blocks of hours purchased for use on separate projects.
 - i. A full time dedicated (FTD) [REDACTED] resource located in the United States providing approximately 1700 hours per year of Information Services will be provided at an annual rate of \$270,000 per year.
 - ii. Hourly Information Services provided generally by United States resources with a list price of \$220 per hour will be provided to TBR at \$180 per hour.
 - iii. Hourly Information Services provided generally by resources outside the United States will be provided to TBR at \$90 per hour.
 - iv. For Large Defined Information Services Engagements, a travel uplift charge of \$40 per hour will be applied to Information Services performed onsite at a TBR or Institution location provided that travel is booked at least two weeks in advance. The travel uplift charge for travel booked within two weeks of the travel date will be agreed upon by the parties in the applicable Work Order or Order Form.

These rates for Large Defined Information Services Engagements will apply from January 1, 2017 through December 31, 2018. Beginning on January 1, 2019, the rates will increase by no more than five percent (5%) per year for the remainder of the Term of this Addendum. [REDACTED] will use reasonable efforts to provide TBR with notice of the rates for the upcoming calendar year by November 1 of the preceding year.

8. [REDACTED] Live and Other Support. Paragraph 5 (Summit and Other Support) of Addendum Seven is deleted and replaced entirely with the following, which will apply through the Term of this Addendum.

[REDACTED] will provide TBR with prepaid "standard level" registrations for thirty-two (32) TBR employees to [REDACTED] Live for each year for the years 2017-2022. For each year during the Term of this Addendum, [REDACTED] will provide TBR with financial support of a total of \$20,000 per year for the TBR-sponsored annual Tennessee Summit annual Fall Creek Falls Conference, both held for the benefit of all Tennessee-based [REDACTED] licensees. TBR will determine the allocation of the funds between the two conferences, and will notify [REDACTED] of the allocation in January of each calendar year. Such support could include providing keynote speakers and/or conference materials; and [REDACTED] will also provide educational presentations at both conferences. TBR will provide one display booth and eight free registrations to the Fall Creek Falls Conference, and a display booth and free registrations to the Tennessee Summit for all [REDACTED] SMO employees, [REDACTED] presenters and eight additional [REDACTED] attendees. TBR will issue one or more invoices to Ellucian each year for the \$20,000 in financial support to assist [REDACTED] in generating the appropriate payment(s). TBR will issue one invoice for each of the events to which it has allocated funds.

9. Attachment B. On a prospective basis, Attachment B (Available Component Systems and Information Services) of the Master Amendment is deleted and replaced entirely with the Attachment B attached to this Addendum.
10. Attachment C. Attachment C is deleted and replaced entirely with the attachment C attached to this Addendum.
11. Order Forms. Attachment E is modified to add a new Attachment E-1, Cloud Software Order Form. References in the Master Amendment to "Attachment E" or "Order Form" shall include this new document.
12. Software Supplement. Attachment F is modified to revise existing Software Supplements and add additional Software Supplements as described below:
- a. Appendix F-4 [REDACTED] Component System Software Supplement is revised to change references to [REDACTED] to be [REDACTED]
 - b. New Appendices F-6-1 [REDACTED] Supplement - Application Specific Full Use Campus Wide, F-6-2 [REDACTED] Supplement - Full Use Campus Wide, F-6-3 [REDACTED] Supplement - Application Specific Full Use and F-6-4 [REDACTED] Supplement - Full Use are added. None of these [REDACTED] supplements shall apply to any [REDACTED] software licensed to the TBR under the original Master Amendment.
 - c. Appendix F-7 [REDACTED] Component System Software Supplement is removed
 - d. A new Appendix F-10, Cloud Software Supplement is added, which will apply for all Cloud Software licensed under the Master Amendment;
 - e. A new Appendix F-11 [REDACTED] Software Supplement - On-Premise Licenses is added. This supplement is for the 2016 version of [REDACTED], and that for future releases, [REDACTED] may modify these terms. The then-current version of the [REDACTED] Software License Terms will be included in any applicable Order Form;
 - f. A new Appendix F-12 [REDACTED] Software Supplement for Cloud Software is added;
 - g. A new Appendix F-13 [REDACTED] Software Supplement is added;
 - h. A new Appendix F-14 [REDACTED] Software Supplement is added;
 - i. A new Appendix F-15 [REDACTED] Restricted Use Software Supplement is added;
 - j. A new Appendix F-16 [REDACTED] Software Supplement is added;
 - k. A new Appendix F-17 [REDACTED] Software Supplement is added;
 - l. A new Appendix F-18 [REDACTED] Talent Management Software Supplement is added.

13. Attachment H. Attachment H is modified to remove the requirement that [REDACTED] provide advance written notice of Improvements specifying the changes to TBR. TBR receives notices with all [REDACTED] clients, and also through the SMO.

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

Tennessee Board of Regents

[REDACTED] L.P.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT B
Available Component Systems and Information Services

A. SOFTWARE

SECTION 1: [REDACTED] PROPRIETARY SYSTEMS

Administrative Solutions
[REDACTED] Student
[REDACTED] Financial Aid
FM Need Analysis (Annual License)
[REDACTED] Finance
[REDACTED] Human Resources
[REDACTED] Advancement
[REDACTED]
[REDACTED] (CRC)
[REDACTED] available only if TBR/Institution has licensed the required components ([REDACTED] and [REDACTED] separately)
[REDACTED] Smart (per copy)
Visa Case Management Solutions
[REDACTED]
Portal, Collaboration, Community Solutions
[REDACTED] Portal
[REDACTED] Self-Service Applications
Integration Solutions
[REDACTED] Workflow
[REDACTED] Integration Technologies
[REDACTED] Integration for eLearning
[REDACTED] Platform for [REDACTED]
[REDACTED]
Thomson Reuters International Tax Navigator Interface for [REDACTED]
Mobile Solutions
[REDACTED] Mobile Application Edition
[REDACTED] Mobile Platform Edition
Content Management Solutions
[REDACTED] Document Management Integration Component
Performance Reporting and Analytics Solutions
[REDACTED] Operational Data Store (ODS)
[REDACTED] Enterprise Data Warehouse (EDW)
[REDACTED] ePrint
Advancement Analytics for [REDACTED] ONLY

SECTION 2: THIRD PARTY COMPONENT SYSTEMS

[REDACTED]
[REDACTED] Analyst – 1 seat
[REDACTED] Analyst X – 1 seat
[REDACTED] – Enterprise Deployment (license for up to 5 named users)
[REDACTED] – Package of 5 seats
[REDACTED] 1 seat
[REDACTED] – 1 seat
Solutions
[REDACTED]
Solutions
[REDACTED] Restricted Use Bundle with Multiple User Roles
[REDACTED]

[REDACTED]
[REDACTED] Solutions
[REDACTED] Payment Center by [REDACTED]

SECTION 3: [REDACTED] PROPRIETARY COMPONENT SYSTEMS THAT CONTAIN THIRD PARTY COMPONENT SYSTEMS

[REDACTED] Capture
[REDACTED] Document Management
[REDACTED] Document Retention (requires [REDACTED] Document Management and that either [REDACTED] be licensed)
[REDACTED]
[REDACTED]
[REDACTED]
Portal, Collaboration, Community Solutions
[REDACTED]
[REDACTED]
[REDACTED] when made generally available to [REDACTED] clients

SECTION 4: CLOUD SOFTWARE

FM Need Analysis
[REDACTED] (when made generally available to [REDACTED] clients)
[REDACTED]
[REDACTED] when made generally available to [REDACTED] clients)
[REDACTED]
[REDACTED] Travel and Expense Management Powered by [REDACTED]
[REDACTED]
Talent Management Suite
Learning Management including Onboarding
Performance Management including Succession Planning and Competencies Library Manager
Recruiting
Certification
[REDACTED]
[REDACTED]
Address Verification

B. SERVICES

SECTION 1: ENTERPRISE PROFESSIONAL SERVICES FOR [REDACTED] SOLUTIONS

Project Management Services
Project Management Services (Half-Time)
Project Management Services (3/4-Time)
Project Management Services (Full-Time)
Full Time Dedicated Project Manager
Business Process Analysis Services
Business Process Management - Student - Registration/Record
Business Process Management - Student - Accounts Receivable
Business Process Management - Student - Admissions/Recruiting
Business Process Management - Financial Aid

Business Process Management – Finance
Business Process Management - Human Resources
Business Process Management - Advancement
Process Improvement Services
Student Process Improvement Assessment
Student Accounts Receivable Process Improvement Assessment
Finance Area Process Improvement Assessment
Human Resources Process Improvement Assessment
Financial Aid Process Improvement Assessment
Advancement Process Improvement Assessment
End User Training Services
CAPP Training and Consulting
Campus Receivables Collector Training and Implementation
Advancement Performance Standard Training
Advancement Performance Business User Training
Advancement Performance Data Model Training
Advancement Performance Framework and Transformer Training
Advancement Performance Report Author Training
Advancement Performance Administration Training
Advancement Performance Data Warehouse Training
Integration Training
Power User Training
Basic User Training
Training and Implementation
Toolset Training
Administration Training
Advanced Mass Data Utility Training Workshop
Educational Workshops and Training Services
Generic Connector Framework Training
Channel Development Kit Advanced Training
Technology Enablement Services
and Overview
Introduction to Training
Modifying Through Extensibility
Training
Training at the Education Center
Onsite Training
System Administration Training for
Portlet Development Training for
ePrint Training
Education Services
Training Credits
Education Needs Assessment and Learning Path Plan
Education Needs Assessment and Learning Path Plan: Student
Education Needs Assessment and Learning Path Plan: Financial Aid
Education Needs Assessment and Learning Path Plan: Finance
Education Needs Assessment and Learning Path Plan: Human Resources
Education Needs Assessment and Learning Path Plan: Advancement
Education Training Material Development
Instructional Design Support
On Demand Subscription Library
Implementation Services
Customization Services
Customization Services
Customization Assessment
Customization Specification Development

Complete Customization Development and Support
Customization / Integration Maintenance
Software Installation
Technical Services
Software Installation
(ESM)
Partner Environment Subscription
Services
Services (Technical Only)
Student Consulting Services
Human Resources Consulting Services
Implementation with
Baseline Implementation
Self-Service Engine Install
Digital Campus Technology Planning and Assessment
Pre-Production Validation
Hardware Migration Planning
Applications Manager by
Common Components Consulting
Multi-Entity Processing (MEP) Services
Multi-Entity Processing (MEP) Assessment
Multi-Entity Processing (MEP) Technical Services
Multi-Entity Processing General Technical Consulting
Multi-Entity Processing Student Technical Consulting
Multi-Entity Processing Financial Aid Technical Consulting
Multi-Entity Processing Finance Technical Consulting
Multi-Entity Processing HR Technical Consulting
Multi-Entity Processing Advancement Technical Consulting
Multi-Entity Processing Technical Consulting
Multi-Entity Processing (ODS/EDW) Technical Consulting
Multi-Entity Processing Document Management Technical Consulting
Multi-Entity Processing Technical Consulting
Management Consulting
Business Process Management
Relationship Management Workshop
Relationship Management Transformation
Change Management Services
Change Management Support Services
Revitalization Advisory Services
Full Time Dedicated Management Consultant
Integration Architecture and Planning Services
Integration Architecture and Planning
Integration Architecture and Planning Advisory Services
Technical Architect
Full Time Dedicated Technical Architect
Integration Architect
Integration Engineer
Full Time Dedicated Integration Engineer

SECTION 2: IT INFRASTRUCTURE SERVICES

IT Infrastructure Readiness Services
Data Center Operations
Help Desk

Network Infrastructure
Systems Infrastructure and Operational Procedures
Network Services
Design Service
Implementation Service
Security Analysis Service
Security Implementation Service
Management Service
Risk Management Services
Disaster Recovery Plan Assessment
Disaster Technology Profile
Disaster Plan Development
Disaster Recovery Planning, Testing and Maintenance
Business Continuity Impact Analysis
Business Continuity Plan Development
Business Continuity Testing and Maintenance
Strategic IT Planning Services
IT Planning Review
Enterprise Application Security Services
General Security Module
Database Module
Network Module
Systems Module
Windows/Novell Module
System Services
Server/Host Capacity Planning Service
Data Center Operations Assessment Service
Data Center Consolidation Assessment Service
Remote [REDACTED] Database Administration Services
[REDACTED] Remote Database Administration – Six (6) months
[REDACTED] Remote Database Administration - One (1) year
[REDACTED] Remote Database Administration - Three (3) years
[REDACTED] Remote Database Administration
[REDACTED] Database Performance Assessment

SECTION 3: ADMINISTRATIVE SOLUTION SERVICES

[REDACTED] Student Base Services
[REDACTED] Student Base Implementation
[REDACTED] Flexible Registration Application Base Implementation
[REDACTED] Supplemental Services
[REDACTED] Full-Time Dedicated Student Consultant
[REDACTED] Full-Time Dedicated Accounts Receivable Consultant
[REDACTED] Student Administrative Consulting Services
[REDACTED] Accounts Receivable Consulting Services
[REDACTED] Student CAPP Configuration Services
[REDACTED] CAPP Basic Implementation (1 Catalog with 10-20 Programs)
[REDACTED] CAPP Premier Configuration (1 Catalog with 20-40 Programs)
[REDACTED] CAPP Premier Plus Configuration (1 Catalog all Programs)
[REDACTED] Financial Aid Base Services
[REDACTED] Financial Aid Base Implementation
[REDACTED] Financial Aid Supplemental Services
[REDACTED] Full Time Dedicated [REDACTED] Financial Aid Consultant
[REDACTED] Financial Aid - New Year Configuration Support
[REDACTED] Financial Aid - Period-Based Algorithmic Budgeting

	Financial Aid - Borrower Based Academic Year Functionality (BBAY)
	Financial Aid - Algorithmic Packaging
	Financial Aid Consulting
	Finance Base Services
	Finance Base Implementation
	Finance Supplemental Services
	Finance Non Student Accounts Receivable Consulting
	Budget Development - Finance Only
	Endowment Management with [REDACTED] Conversion (Mid-Year)
	Endowment Management with Client Conversion (Mid-Year)
	Managing Fixed Assets with [REDACTED] Conversion
	Managing Fixed Assets with Client Conversion
	Purchasing Card
	Research Accounting and Proposals
	Research Accounting - Billing
	Finance Self-Service
	Finance Consulting
	Financial Interface Services
	Finance Consulting for [REDACTED] Student Accounts Receivable
	Finance Consulting for [REDACTED] Payroll
	Finance Consulting for [REDACTED] Advancement
	Integration for eProcurement (Data Integration)
	Integration for eProcurement
	(Implementation and Web Service minimum)
	Implementation, Web Service and Maintenance
	Human Resources Base Services
	Human Resources Base Implementation
	Human Resources Supplemental Services
	Full Time Dedicated [REDACTED] Human Resources Consultant
	Human Resources Budget Development with Salary Planner
	Human Resources Faculty Load and Compensation
	Human Resources Effort Reporting
	Human Resources Electronic Time Reporting
	Human Resources Labor Redistribution using Self Service
	Human Resources Electronic Personnel Action Forms
	Human Resources Employee Profile
	Human Resources Advanced Benefits Administration with Self Service
	Human Resources Calendar Year End Processing
	Human Resources Fiscal Year End Processing
	Human Resources Consulting Services
	Additional HR Services
	Human Resources [REDACTED] Interface Customization
	Advancement Base Implementation Services
	Advancement Base Implementation
	Advancement Supplemental Services
	Advancement Managing Solicitations
	Advancement Managing Events
	Advancement Managing Memberships
	Advancement Data Extract and Load Processing
	Advancement Data Connection Service for Encompass
	Advancement Consulting
	Advancement Performance Implementation
	Advancement Performance Project Management Support
	Advancement Performance Requirements and Discovery
	Advancement Technical Solution Analysis
	Advancement Performance Installation and Configuration Support

With [REDACTED] Messaging
[REDACTED] Services
[REDACTED] Service
[REDACTED] (formally [REDACTED]) Services
[REDACTED] Implementation
[REDACTED] or Non [REDACTED] with an articulation tool in place
Non [REDACTED] with no transfer articulation tool in place
[REDACTED] Implementation
[REDACTED] Full Service
[REDACTED] Scribing
[REDACTED] Supplemental Services
[REDACTED] Implementation Scribe Workshop
[REDACTED] Central Authentication
[REDACTED] Consulting
[REDACTED] Advanced Reporting
[REDACTED] Student Educational Planner
[REDACTED] – CE and Workforce Implementation
[REDACTED] – Basic CE only Implementation
Thomson Reuters Integration Services
Thomson Reuters Interface Implementation for [REDACTED]
Campus Receivables Collector
Campus Receivables Collector Accounts Receivable Only
Campus Receivables Collector Conversion
Campus Receivables Collector Data Conversion - One Loan Portfolio
Data Migration (Conversion) Services
Data Migration Bundle: A
Data Migration: Base Services
Data Migration: Conversion Tool (CTOOL)
Data Migration: Advancement
Data Migration: Finance
Data Migration: Financial Aid
Data Migration: Human Resources / Payroll
Data Migration: Student / Accounts Receivable
Data Migration Bundle: B
Data Migration: Base Services
Data Migration: Conversion Tool (CTOOL)
Data Migration: Advancement
Data Migration: Finance
Data Migration: Financial Aid
Data Migration: Human Resources / Payroll
Data Migration: Student / Accounts Receivable
Data Migration 2nd Test Conversion Cycle
Data Migration Consulting
[REDACTED] Bridges to Finance Service
[REDACTED] General Person Data Synchronization Services
Full Time Dedicated Data Migration Consultant
[REDACTED] Services
[REDACTED] Accounts Payable Single Check Build
[REDACTED] Payroll Single Check Build
Additional Campus or non-standard build
Optional [REDACTED] Service Fee
[REDACTED] Installation Services [REDACTED]

SECTION 4: INTENTIONALLY OMITTED

SECTION 5: PORTAL, COLLABORATION & COMMUNITY SOLUTION SERVICES

Portal Implementation and Migration Services
New [REDACTED] Implementation
[REDACTED] Rental Fee
[REDACTED] Implementation Services
[REDACTED] Education Center Classes
[REDACTED] - 1 Year - 5 Accounts
Theme Development for [REDACTED] Platform
[REDACTED] Migration Services
Additional [REDACTED] Services
[REDACTED] MS Outlook Web Access
[REDACTED] Consulting
[REDACTED] Single Sign-On Connector
[REDACTED] SSO Connector Existing
[REDACTED] SSO Connector Not Yet Developed
Administration / Load Testing Services
[REDACTED] Self Service Load Testing
"View Only" Load Testing
Full Load Testing
Full Load Testing & Luminis Load Testing
[REDACTED] Self Service Load Testing Rental Fee
[REDACTED] Self Service Load Testing Implementation
Portal Load Testing
Portal Load Testing Rental Fee
Portal Load Testing Implementation
[REDACTED] Portal Implementation Services

SECTION 6: INTEGRATION, IDENTITY AND ACCESS MANAGEMENT SERVICES

System Integration, Identity and Access Management Services
Identity Tactical Planning
[REDACTED] Enterprise Identity Services (BEIS) Implementation
[REDACTED] Enterprise Identity Services (BEIS) Implementation
[REDACTED] Enterprise Identity Services (BEIS) 101
[REDACTED] Account Provisioning [REDACTED] Integration
[REDACTED] Account Provisioning Integration for LDI
[REDACTED] Account Provisioning Integration for [REDACTED]
Google Gmail Integration
Google Gmail Integration Adapter
Google Gmail Integration Customization / Extensions
[REDACTED] Identity Service Implementation
Security Authentication Framework Implementation
[REDACTED] Single Sign-On Connectors (for LP IV Only; maintenance \$1200 each)
[REDACTED] Single Sign-On Connector
Integration Design, Development and Implementation (Adapters, Connectors, Channels, ESB)
Integration Proof of Concept and Deployment Services
Travel & Expense Implementation Services
Teaching, Learning and Research
Baseline eLearning Services
[REDACTED] Integration for eLearning (IMS-LDI)
[REDACTED] Integration for eLearning New LMS or Luminis Migration
[REDACTED] Integration for eLearning (LIS)
Adapter Services (IMS - LDI)
Angel Implementation, Adapter, and Maintenance
[REDACTED] [REDACTED] [REDACTED] formerly [REDACTED] Implementation and Adapter Maintenance

	Services and
	Content Based Router, Implementation and Maintenance
	Workflow Services
	Workflow Foundation Implementation
	Workflow Premier Implementation
	Workflow Multi-Entity Implementation
	Workflows Consulting
	Housing Integration Services
	Basic Integration
	Optional Academic Data

SECTION 7: CONTENT MANAGEMENT SOLUTION SERVICES

	Document Management & Imaging
	Document Management (BDM) & Imaging Implementation
	Document Management Implementation
	Additional Services After Initial Implementation Completed
	Document Management Consulting
	File System Manager Server
	Full Text Indexing Consulting
	Additional Services
	Capture Implementation Services
	Document Retention Implementation
	Implementation
	Connector
	Capture Package Implementation Services Advance (convert existing clients)
	Document Management Reports Management Implementation
	Document Management Consulting
	Document Management Upgrade Consulting
	Document Management Strategic Customization & Data Migration Services
	Content Management Implementation Services
	Base Implementation + 1 Departments
	Base Implementation + 2 Departments
	Base Implementation + 3 Departments
	Base Implementation + 4 Departments
	Base Implementation + 5 Departments
	ePrint Implementation
	ePrint Implementation
	ePrint Training

SECTION 8: BUSINESS INTELLIGENCE SERVICES

	Data Governance Service
	Performance Metrics Workshop
	Reporting Review Service
	ODS EDW Remote System Management
	Performance Reporting Analytics System Review
	Performance Reporting Analytics Development Assessment
	Performance Reporting Analytics Report Development - Standard Service
	Performance Reporting Analytics Report Development - Enhanced Service
	Business Intelligence Reporting Consulting
	Full Time Dedicated Reporting Consultant
	Reporting Consulting Services
	Perform Services
	Perform Services
	Client has ODS Implemented
	Client has EDW Implemented

Client has [REDACTED] Implemented
[REDACTED] Perform Readiness Review
Operational Data Store Implementation (ODS)
Operational Data Store Base Implementation
ODS Functional Services for Advancement
ODS Functional Services for Accounts Receivable
ODS Functional Services for [REDACTED]
ODS Functional Services for Finance
ODS Functional Services for Financial Aid
ODS Functional Services for Human Resources
ODS Functional Services for Student
ODS Functional Services for Travel & Expense Management
[REDACTED] Enterprise Data Warehouse Implementation (EDW)
[REDACTED] Enterprise Data Warehouse Implementation
[REDACTED] Enterprise Data Warehouse Production Installation
[REDACTED] Enterprise Data Warehouse Consulting
[REDACTED] Services
[REDACTED]
[REDACTED] Services
[REDACTED] Implementation
[REDACTED] Remote Installation
[REDACTED] Intro to [REDACTED] Reporting
[REDACTED] Advanced Reporting
[REDACTED] Report Writing
[REDACTED] Framework Manager for [REDACTED] ODS
[REDACTED] Creating and Customizing Slotted Views in [REDACTED] ODS

SECTION 9: MANAGED SERVICES

[REDACTED] Managed Services – Onsite Technology Management & Consulting
On-site CIO and/or IT Management
IT Strategic Planning
Administrative Systems Services
Planning, Implementation and Ongoing Management
Network & Operations Management Services
Institutional Research Services
24x7 Help Desk & User Support Services
24x7 Faculty & Staff Help Desk Services
24x7 Student-only Help Desk Services
24x7 CMS Help Desk Services
24x7 Custom Help Desk Services
Computer Support Services
End User Services
Grants Management and Advisory Services
Grants Institutional Assessment Services
Grants Office Staff Professional Development Services
Grants Identification Services
Grants Proposal Development & Submission Services
Web Development Services
Roadmap Web Presence Planning Services
Web Presence Assessment (remote)
Website Design, Development and Implementation Services
Remote Web Mastering Services for Implemented Website Designs
Infrastructure Support Services
Strategic Security Planning Services
Enterprise Risk Assessment Services
Technical Security Assessment Services

Enterprise Application Security Assessment Services
IT Security Policy Development Services
Information Security Awareness Services
Firewall Implementation Services
Identity & Access Management Workshop
Security Response Services
Managed Firewall Services
Managed Vulnerability Services
Managed Intrusion Detection Services
Academic Services
Academic Technology Leadership
Learning Management Systems Selection & Migration
Online Learning Services
Market Assessment
Campus Technology Readiness Assessment
Online Program & Course Development
Virtual Campus Development & Management

SECTION 10: PARTNER-PROVIDED SERVICES

██████████ Services – implementations per module are required for any ██████████ purchase
Form Development and Consulting
Accounts Payable Single Check Build
Payroll Single Check Build
Additional Campus or non-standard build
Optional ██████████ Services Fees
██████████ Installation Services (██████████)
██████████ Implementation Services
██████████ Enterprise Implementation Services
Optional Add-on Acclimation Services for ██████████ and/or ██████████
Optional Add-on Program Implementation for ██████████
Optional Add-on Portfolio Template Services for ██████████
██████████ Services – various Information Services related to ██████████ Component Systems
Other Information Services provided by partners are reflected in B. (Services), Sections 1-9 above, and partners may also provide Information Services related to the Component Systems listed in A. (Software) above

Institutions

List of the higher education institutions overseen by TBR.

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

(all TBR schools are shown above with the TCATs listed under the applicable lead college)
Each University and College listed above also has a Foundation

ATTACHMENT E-1 CLOUD SOFTWARE ORDER FORM

TBR Contract # _____

CLOUD SOFTWARE ORDER FORM

TENNESSEE BOARD OF REGENTS ("TBR") and [REDACTED] L.P. (successor by assignment to [REDACTED] Inc., and for the purposes of this Order Form, "[REDACTED]")

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 bearing an Amendment Date of December 16, 2004 (the "Master Amendment"). All terms and conditions of the Master 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:	

Address/Contact for Billing:

[ADDRESS]
Attention: [CONTACT]

PART 1

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

Table A - CLOUD SOFTWARE:

Cloud Software ¹	Beginning Date	Expiration Date	Software Supplement ²	Annual Subscription Fee
				\$
				\$
				\$
				\$
				\$
				\$
Total Annual Subscription Fee:				\$

Notes to Table A:

- ¹ [REDACTED] currently utilizes Amazon Web Services ("AWS") for the provisions of hosting services associated with this Cloud Software. In this regard, TBR and Institution shall ensure that all authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <http://www.aws.amazon.com/legal>.
- ² The Cloud Software Supplement applies to all Cloud Software under this Order Form.
- ³ Additional notes to be inserted as applicable

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

Description	Service Amount ¹	Service Rate ¹	Fee ²
Services (Travel Status)	XX person-hours	\$XXX per person-hour	\$

Services (Remote)	XX person-hours	\$XXX per person-hour	\$
Maximum Authorized Time And Materials Information Services Fee			\$

Notes to Table B:

- ¹ TBR will pay for Information Services at the rate specified in the then-current Addendum to the Master Amendment at the time the Information Services in question are rendered. [REDACTED] will provide the service identified above in Table B by December 31, 2022.
- 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.

PAYMENT – The maximum payment amount authorized under Part 1 of this Order Form will not exceed \$_____ (total should include Annual Fee for the Cloud Software Term and Services) without a duly executed amendment to this Order Form:

- The “Total Annual Subscription Fee” amount provided for in Table A is due on the Execution Date for the first year, and subsequently thereafter as provided in the Cloud Software Supplement. Late charges will accrue as otherwise provided for in the Master Amendment.
- [REDACTED] will invoice for the Information Services provided for in Table B, as well as for all other applicable charges, monthly.

DELIVERY: The Cloud Software identified in Table A will be made available within thirty (30) days following the Execution Date of this Order Form.

Name of Institution (“Institution”)

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

[REDACTED]

Tennessee Board of Regents

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

(This date is the Order Form Date.)

FOR TBR INTERNAL USAGE ONLY: (Check one) Institutional Expense? Yes No

INSERT ANY NECESSARY SOFTWARE SUPPLEMENTS HERE

APPENDIX F-6-1

SUPPLEMENT – APPLICATION SPECIFIC FULL USE CAMPUS WIDE

1. Additional Definitions.

"Ancillary Programs" are defined as those third party materials specified in the program documentation which may only be used for the purpose of installing or operating the [REDACTED] with which the Ancillary Programs are delivered;

"Client" means TBR or an Institution, as applicable.

"Connector" is defined as each connector connecting the applicable [REDACTED] product with an external software application or product. A unique Connector (that is, a Connector specific to the external software application or product in question) is required for each external software application or product with which the applicable [REDACTED] product is required to interface.

"Employee User" is defined as an individual, who is an employee or contractor of Client and who is authorized by Client to use the applicable [REDACTED] product that is installed on a single server or multiple servers, regardless of whether or not the individual is using the applicable [REDACTED] product at any given time.

"External User" is defined as an individual, who is not an employee or contractor of Client, but who is authorized by Client to use the applicable [REDACTED] product that is installed on a single server or multiple servers, regardless of whether or not the individual is using the applicable [REDACTED] product at any given time.

"Named User Plus / Named User" is defined as an individual authorized by Client to use the applicable [REDACTED] products identified in an Order Form which are installed on a single server or multiple servers, regardless of whether the individual is actively using the applicable [REDACTED] products at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a Named User Plus in addition to all individuals authorized to use the [REDACTED] products, if such devices can access the [REDACTED] products. 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.

For the purposes of the following [REDACTED] products: [REDACTED], [REDACTED], System Monitoring Plug-in for Non [REDACTED] Databases, System Monitoring Plug-in for Non [REDACTED] Middleware, Management Pack for Non [REDACTED] Middleware, Management Pack for [REDACTED], [REDACTED] Data Masking Pack for Non [REDACTED] Databases, and [REDACTED] for Non-[REDACTED] Databases, only the users of the [REDACTED] Software product that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

[REDACTED] [REDACTED]" means the [REDACTED] Corporation (" [REDACTED]")-proprietary Component Systems identified in an Order Form.

"Processor" will be defined as all processors where any of the [REDACTED] products identified in an Order Form are installed and/or running. [REDACTED] products licensed on a processor basis may be accessed by Client's internal users (including agents and contractors) and by Client's third party users. The number of required licenses will be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the [REDACTED] Processor Core Factor Table which can be accessed at [http://\[REDACTED\].com/contracts](http://[REDACTED].com/contracts). All cores on all multicore chips for each [REDACTED] product are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing [REDACTED] products with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an [REDACTED] Processor Core Factor of 0.25 installed and/or running the [REDACTED] product (other than [REDACTED] programs or [REDACTED] programs) on six (6) cores would require two (2) processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the [REDACTED] Processor Core Factor Table installed and/or running the [REDACTED] product on ten (10) cores would require ten (10) processor licenses (10 multiplied by a core processor licensing factor of 1.0 for "All other multicore chips" equals 10).

2. Ownership. [REDACTED] or its licensor owns the [REDACTED] and all intellectual property rights in the [REDACTED]

3. Restrictions on Use of [REDACTED] Client's use of the [REDACTED] is subject to the following additional terms and conditions:

(a) Client has the right to use the [REDACTED] Software only in Object Code form, only on the designated Equipment at the Location, and only to process data for Client's internal business operations. Client's use of the [REDACTED] is restricted as may otherwise be provided for in the documentation for the [REDACTED] program in question. To the extent any portion of the [REDACTED] is delivered in Source Code form, use of such Source Code is subject to the terms and conditions of the Master Amendment;

(b) Client is prohibited from assigning, giving or transferring the [REDACTED] and/or any services ordered in respect thereof to another individual or entity (and if Client grants a security interest in the [REDACTED], the secured party has no right to use or transfer the [REDACTED]) and/or any services ordered in respect thereof;

(c) Client is prohibited from making the [REDACTED] available in any timesharing, service bureau, hosting, outsourcing, subscription service or rental arrangement, in whole or in part;

(d) Client agrees that the [REDACTED] is limited for use only in conjunction with the Licensed Software owned by [REDACTED] and cannot be modified for use with any third party application,

(e) Client agrees not to use the [REDACTED] for any purpose except within the scope of the Licensed Software owned by [REDACTED], in accordance with the restrictions set forth in the Master Amendment;

(f) Client acknowledges that the [REDACTED] is proprietary to [REDACTED] and is supplied by [REDACTED] under license from [REDACTED]. Title to the [REDACTED] will at all times remain vested in [REDACTED] or its designated successor and does not pass in any way to Client or any third party. Except for the right of use that is expressly provided to Client under the Master Amendment, no right, title or interest in or to the [REDACTED] is granted to Client;

(g) Client will not reverse engineer (unless required by law for interoperability), disassemble or decompile the [REDACTED] in whole or in part, (including but not limited to review of data structures or similar materials produced by the [REDACTED]), nor will Client (i) duplicate the [REDACTED] except to make a sufficient number of copies of each [REDACTED] program for Client's licensed use and one copy of each [REDACTED] program media; or (ii) remove or modify any of the [REDACTED] markings or any notice of [REDACTED] or its licensors' proprietary rights;

(h) [REDACTED] WILL NOT BE LIABLE FOR: (i) ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL, ARISING FROM CLIENT'S USE OF THE [REDACTED] SOFTWARE OR RELATED MATERIALS; (ii) ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE ARISING FROM THE USE OF THE [REDACTED].

(i) Client is prohibited from publishing any result of any benchmark tests run on the [REDACTED];

(j) Client must comply fully with all applicable export laws and regulations of the United States and other applicable export and import laws to assure that neither the [REDACTED] nor any direct product thereof, is exported, directly or indirectly, in violation of applicable laws;

(k) Client acknowledges and agrees that [REDACTED] is a third party beneficiary of the Master Amendment with regard to the [REDACTED];

(l) Client acknowledges and agrees that [REDACTED] is not required to perform any obligation or to incur any liability unless expressly specified in the Master Amendment;

(m) On the yearly anniversary of the Execution Date, Client must report to [REDACTED], in such format as [REDACTED] may then require, the number of Client full-time and part-time students, faculty and staff, and further, must acquire such additional Named User Plus licenses as are required to account for any additional Client full-time and part-time students, faculty and staff in excess of the amount of Named User Plus Licenses that have already been obtained by Client as of such date.

(n) Client acknowledges and agrees that [REDACTED] will be permitted, upon reasonable request, to periodically audit Client's use of the [REDACTED] (including through an onsite audit or remote access, or both) and report such use to [REDACTED]. [REDACTED] has the right to assign its right to report the audit results to [REDACTED] or to audit Client's use of the [REDACTED] to [REDACTED]; Client will cooperate with each such audit and provide reasonable assistance and access to information in the course of such audit as requested by [REDACTED] or [REDACTED]. Client must remit payment within thirty (30) days of written notification any underpaid fees, with a failure to make such payment being a material breach of this Agreement. Client will bear its own expenses in connection with any such audit, whether conducted by [REDACTED] or [REDACTED].

(o) Subject to the limitations provided for in this Section, while Client is obtaining Baseline [REDACTED] maintenance from [REDACTED], Client is extended the privilege of accessing [REDACTED] and can access and use the features and links available on [REDACTED]. PROVIDED, however Client is prohibited from creating technical assistance requests, including "TARs" and "SRs" (as those terms are defined by [REDACTED]), and cannot otherwise obtain support directly from Oracle as a maintenance client of [REDACTED]. Specifically, and without limitation, while Client is obtaining [REDACTED] maintenance through [REDACTED], Client is prohibited from downloading any [REDACTED] (including any patches or enhancements) using [REDACTED]. [REDACTED] reserves the right to suspend and/or eliminate Client's ability to access [REDACTED] without prior notice, in the event that [REDACTED] suspends or eliminates [REDACTED] or if [REDACTED] requires [REDACTED] to suspend or eliminate such privilege. In addition, such Baseline [REDACTED] Software maintenance will be provided consistent with [REDACTED] technical support policies in effect at the time the services are provided. [REDACTED] technical support policies can be accessed at [http://\[REDACTED\].com/contracts](http://[REDACTED].com/contracts);

(p) Client acknowledges and agrees that the Uniform Computer Information Transactions Act will have no applicability to the Master Amendment, including the [REDACTED] licensed hereunder;

(q) **Internet Access.** Client is permitted to have an unlimited number of internet users to access any of the Campus Wide - Application-Specific Full Use [REDACTED] listed in an Order Form, provided the access is for viewing, querying, or adding data associated with Client's administrative, teaching, research or community service functions;

(r) **[REDACTED] and [REDACTED] Membership.** Client's teaching departments may participate in the [REDACTED] [REDACTED] and/or the [REDACTED] or successor [REDACTED] that may replace [REDACTED]. The [REDACTED] membership fee will be waived for any department that elects to incorporate [REDACTED] programs into its classroom teaching. Teaching departments may apply for the free membership at [http://\[REDACTED\].com](http://[REDACTED].com) or [http://workforce\[REDACTED\].com](http://workforce[REDACTED].com). Once the teaching department is established as an [REDACTED] member, the department will be licensed to use the programs available under [REDACTED] for the purposes set forth in the applicable agreement;

(s) **Certain Additional Usage Restrictions.** The [REDACTED] 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);

(t) In connection with [REDACTED] warranty obligations relating to the [REDACTED] Software, Client must, as a prerequisite to receiving any such warranty coverage, notify [REDACTED] of a Documented Defect (for which the warranty will apply) within one (1) year after the Delivery Date. Further, no action, regardless of form, arising out of or relating to any [REDACTED] Software licensed hereunder may be brought more than eighteen (18) months after the cause of action has accrued;

(u) Certain third party technology may be appropriate or necessary to operate some [REDACTED] Software programs and is specified in the program documentation and/or at a website specified in the program documentation. Such third party technology is licensed to Client only for use with the Licensed Software and under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the Master Amendment;

(v) Certain third party technology, which may include Ancillary Programs, ("Third Party Technology"), including certain open source Third Party Technology ("Open Source Technology") may be included on the same medium or as part of the download of [REDACTED] provided to Client, but such Third Party Technology is licensed under the terms of Client's license agreement specified in the program documentation referencing such Third Party Technology. Open Source Third Party Technology may be licensed on the terms of one or more of the following open source licenses: Mozilla Public License, Common Public License, GNU Lesser General Public License, Netscape: Public License or similar royalty-free/open source license (collectively, the "Open Source Licenses"). Client may only use the Open Source Technology in compliance with the terms of the Master Amendment and with the terms of any relevant Open Source License. Any use of Open Source Technology outside of Client's licensed use of applicable [REDACTED] programs is subject to the rights and obligations under such third party technology's Open Source License. Open Source Technology programs that are separate from [REDACTED] programs are provided as a courtesy to Client and are licensed solely under the relevant Open Source License. ANY OPEN SOURCE TECHNOLOGY IS PROVIDED BY [REDACTED] ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND (WHETHER EXPRESSED OR IMPLIED), AND NEITHER [REDACTED] NOR [REDACTED] WILL HAVE ANY LIABILITY IN CONNECTION WITH ANY OPEN SOURCE TECHNOLOGY ACCESSED OR UTILIZED BY CLIENT;

(w) Without limitation, Client's right to use the [REDACTED] is subject to the user limitations (e.g., but without limitation, "Named Users," "Concurrent Users," "Employee Users," "External Users," and the like) and product limitations (e.g., use of a Connector is limited to use with the external software application or product for which such Connector's use has been licensed) provided for in an Order Form;

(x) In licensing the [REDACTED] Client has not relied on the future availability of any [REDACTED]-provided programs or updates;

(y) At the termination or expiration of the Master Amendment for any cause whatsoever, Client shall discontinue its use of the [REDACTED] and shall deliver the [REDACTED] including all archival or other copies of the [REDACTED], to [REDACTED] in accordance with the applicable provisions of the Master Amendment and shall forfeit all rights to use the [REDACTED] in any way.

APPENDIX F-6-2
SUPPLEMENT – FULL USE CAMPUS WIDE

1. Additional Definitions.

"Ancillary Programs" are defined as those third party materials specified in the program documentation which may only be used for the purpose of installing or operating the [REDACTED] with which the Ancillary Programs are delivered;

"Client" means TBR or an Institution, as applicable.

"Connector" is defined as each connector connecting the applicable [REDACTED] product with an external software application or product. A unique Connector (that is, a Connector specific to the external software application or product in question) is required for each external software application or product with which the applicable [REDACTED] product is required to interface.

"Employee User" is defined as an individual, who is an employee or contractor of Client and who is authorized by Client to use the applicable [REDACTED] product that is installed on a single server or multiple servers, regardless of whether or not the individual is using the applicable [REDACTED] product at any given time.

"External User" is defined as an individual, who is not an employee or contractor of Client, but who is authorized by Client to use the applicable [REDACTED] product that is installed on a single server or multiple servers, regardless of whether or not the individual is using the applicable [REDACTED] product at any given time.

"Named User Plus / Named User" is defined as an individual authorized by Client to use the applicable [REDACTED] products identified in an Order Form which are installed on a single server or multiple servers, regardless of whether the individual is actively using the applicable [REDACTED] products at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a Named User Plus in addition to all individuals authorized to use the [REDACTED] products, if such devices can access the [REDACTED] products. 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.

For the purposes of the following [REDACTED] products: Configuration Management Pack for Applications, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non [REDACTED] Databases, System Monitoring Plug-in for Non [REDACTED] Middleware, Management Pack for Non [REDACTED] Middleware, Management Pack for WebCenter Suite and Provisioning and Patch Automation Pack, only the users of the [REDACTED] product that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

[REDACTED] means the [REDACTED] Corporation ([REDACTED])-proprietary Component Systems identified in an Order Form.

"Processor" will be defined as all processors where any of the [REDACTED] products identified in an Order Form are installed and/or running. [REDACTED] products licensed on a processor basis may be accessed by Client's internal users (including agents and contractors) and by Client's third party users. The number of required licenses will be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the [REDACTED] Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each [REDACTED] product are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing [REDACTED] products with [REDACTED] or [REDACTED] in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an [REDACTED] Processor Core Factor of 0.25 installed and/or running the [REDACTED] product (other than [REDACTED] programs or [REDACTED] programs) on six (6) cores would require two (2) processor licenses (6 multiplied by a core processor licensing

factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the [REDACTED] Processor Core Factor Table installed and/or running the [REDACTED] product on ten (10) cores would require ten (10) processor licenses (10 multiplied by a core processor licensing factor of 1.0 for "All other multicore chips" equals 10).

2. Ownership. [REDACTED] owns the [REDACTED].
3. Restrictions on Use of [REDACTED]. Client's use of the [REDACTED] is subject to the following additional terms and conditions:

(a) Client has the right to use the [REDACTED] only in Object Code form, only on the designated Equipment at the Location, and only to process data for Client's business operations. Client's use of the [REDACTED] is restricted as may otherwise be provided for in the documentation for the [REDACTED] program in question. To the extent any portion of the [REDACTED] is delivered in Source Code form, use of such Source Code is subject to the terms and conditions of the Master Amendment;

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

(c) Client is prohibited from making the [REDACTED] available in any timesharing, service bureau, hosting, outsourcing, subscription service or rental arrangement, in whole or in part;

(d) Client acknowledges that the [REDACTED] is proprietary to [REDACTED] and is supplied by [REDACTED] under license from [REDACTED]. Title to the [REDACTED] will at all times remain vested in [REDACTED] or its designated successor and does not pass in any way to Client or any third party. Except for the right of use that is expressly provided to Client under this Agreement, no right, title or interest in or to the [REDACTED] is granted to Client;

(e) Client will not reverse engineer (unless required by law for interoperability), disassemble or decompile the [REDACTED] in whole or in part, nor will Client duplicate the [REDACTED] except to make a sufficient number of copies of each [REDACTED] program for Client's licensed use and one copy of each [REDACTED] program media;

(f) [REDACTED] WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, ARISING FROM CLIENT'S USE OF THE [REDACTED] OR RELATED MATERIALS;

(g) Client is prohibited from publishing any result of any benchmark tests run on the [REDACTED];

(h) Client must comply fully with all applicable export laws and regulations of the United States and other applicable export and import laws to assure that neither the [REDACTED] nor any direct product thereof, is exported, directly or indirectly, in violation of applicable laws;

(i) Client acknowledges and agrees that [REDACTED] is a third party beneficiary of the Master Amendment with regard to the [REDACTED];

(j) Client acknowledges and agrees that [REDACTED] is not required to perform any obligation or to incur any liability unless expressly specified in the Master Amendment;

(k) On the yearly anniversary of the Execution Date, Client must report to [REDACTED], in such format as [REDACTED] may then require, the number of Client full-time and part-time students, faculty and staff, and further, must acquire such additional Named User Plus licenses as are required to account for any additional Client full-time and part-time students, faculty and staff in excess of the amount of Named User Plus Licenses that have already been obtained by Client as of such date.

(l) Client acknowledges and agrees that [REDACTED] will be permitted, upon reasonable request, to periodically audit Client's use of the [REDACTED] (including through an onsite audit or remote access, or both) and report such use to [REDACTED]. [REDACTED] has the right to assign its right to audit Client's use of the [REDACTED] to [REDACTED].

Client will cooperate with each such audit as requested by [REDACTED] or [REDACTED]. Client must remit payment within thirty (30) days of written notification any underpaid fees, with a failure to make such payment being a material breach of this Agreement. Client will bear its own expenses in connection with any such audit, whether conducted by [REDACTED] or [REDACTED].

(m) Subject to the limitations provided for in this Section, while Client is obtaining Baseline [REDACTED] maintenance from [REDACTED], Client is extended the privilege of accessing [REDACTED] [REDACTED] and can access and use the features and links available on [REDACTED]. Provided, however Client is prohibited from creating technical assistance requests, including "TARs" and "SRs" (as those terms are defined by [REDACTED], and cannot otherwise obtain support directly from [REDACTED] as a maintenance client of [REDACTED]. Specifically, and without limitation, while Client is obtaining [REDACTED] maintenance through [REDACTED], Client is prohibited from downloading any [REDACTED] (including any patches or enhancements) using [REDACTED]. [REDACTED] reserves the right to suspend and/or eliminate Client's ability to access [REDACTED] without prior notice, in the event that [REDACTED] suspends or eliminates [REDACTED] or if [REDACTED] requires [REDACTED] to suspend or eliminate such privilege. In addition, such Baseline [REDACTED] maintenance will be provided consistent with [REDACTED] technical support policies in effect at the time the services are provided. [REDACTED] technical support policies can be accessed at [http://\[REDACTED\].com/contracts](http://[REDACTED].com/contracts);

(n) Client acknowledges and agrees that the Uniform Computer Information Transactions Act will have no applicability to the Master Amendment, including the [REDACTED] licensed hereunder;

(o) **Internet Access.** Client is permitted to have an unlimited number of internet users to access any of the Campus Wide - Application-Specific Full Use [REDACTED] listed in Attachment 1, provided the access is for viewing, querying, or adding data associated with Client's administrative, teaching, research or community service functions;

(p) **[REDACTED] and [REDACTED] Membership.** Client's teaching departments may participate in the [REDACTED] [REDACTED] and/or the [REDACTED] [REDACTED] or successor [REDACTED] that may replace [REDACTED]. The [REDACTED] 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://\[REDACTED\].com](http://[REDACTED].com) or [http://workforce.\[REDACTED\].com](http://workforce.[REDACTED].com). Once the teaching department is established as an [REDACTED] member, the department will be licensed to use the programs available under [REDACTED] for the purposes set forth in the applicable agreement;

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

(r) In connection with [REDACTED] warranty obligations relating to the [REDACTED], Client must, as a prerequisite to receiving any such warranty coverage, notify [REDACTED] of a Documented Defect (for which the warranty will apply) within one (1) year after the Delivery Date. Further, no action, regardless of form, arising out of or relating to any [REDACTED] licensed hereunder may be brought more than eighteen (18) months after the cause of action has accrued;

(s) Certain third party technology may be appropriate or necessary to operate some [REDACTED] [REDACTED] programs and is specified in the program documentation and/or at a website specified in the program documentation. Such third party technology is licensed to Client under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the Master Amendment;

(t) Certain third party technology, which may include Ancillary Programs, ("Third Party Technology"), including certain open source Third Party Technology ("Open Source Technology") may be included on the same medium or as part of the download of [REDACTED] provided to Client, but such Third Party Technology is licensed under the terms of Client's license agreement specified in the program documentation referencing such Third Party Technology. Open Source Third Party Technology may be licensed on the terms of one or more of the following open source licenses: Mozilla Public License, Common Public License, GNU Lesser General Public License, Netscape: Public License or similar royalty-free/open source license (collectively, the "Open Source Licenses"). Client may only use the Open Source Technology in compliance with the terms of the Master Amendment and with the terms of any relevant Open Source License. Any use of Open Source Technology outside of Client's licensed use of applicable [REDACTED] programs is subject to the rights and obligations

under such third party technology's Open Source License. Open Source Technology programs that are separate from Oracle programs are provided as a courtesy to Client and are licensed solely under the relevant Open Source License. ANY OPEN SOURCE TECHNOLOGY IS PROVIDED BY LICENSOR ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND (WHETHER EXPRESSED OR IMPLIED), AND NEITHER ██████████ NOR LICENSOR WILL HAVE ANY LIABILITY IN CONNECTION WITH ANY OPEN SOURCE TECHNOLOGY ACCESSED OR UTILIZED BY CLIENT;

(u) Without limitation, Client's right to use the ██████████ is subject to the user limitations (e.g., but without limitation, "Named Users," "Concurrent Users," "Employee Users," "External Users," and the like) and product limitations (e.g., use of a Connector is limited to use with the external software application or product for which such Connector's use has been licensed) provided for in an Order Form;

(v) In licensing the ██████████ Client has not relied on the future availability of any ██████████-provided programs or updates;

(w) At the termination or expiration of the Master Amendment for any cause whatsoever, Client shall discontinue its use of the ██████████ and shall deliver the ██████████ including all archival or other copies of the ██████████, to ██████████ in accordance with the applicable provisions of the Master Amendment and shall forfeit all rights to use the ██████████ in any way.

APPENDIX F-6-3

SUPPLEMENT – APPLICATION SPECIFIC FULL USE

1. Additional Definitions.

"Ancillary Programs" are defined as those third party materials specified in the program documentation which may only be used for the purpose of installing or operating the [REDACTED] with which the Ancillary Programs are delivered;

"Client" means TBR or an Institution, as applicable.

"Connector" is defined as each connector connecting the applicable [REDACTED] product with an external software application or product. A unique Connector (that is, a Connector specific to the external software application or product in question) is required for each external software application or product with which the applicable [REDACTED] product is required to interface;

"Employee User" is defined as an individual, who is an employee or contractor of Client and who is authorized by Client to use the applicable [REDACTED] product that is installed on a single server or multiple servers, regardless of whether or not the individual is using the applicable [REDACTED] product at any given time;

"External User" is defined as an individual, who is not an employee or contractor of Client, but who is authorized by Client to use the applicable [REDACTED] product that is installed on a single server or multiple servers, regardless of whether or not the individual is using the applicable [REDACTED] product at any given time;

"Named User Plus / Named User" is defined as an individual authorized by Client to use the applicable [REDACTED] products identified in an Order Form which are installed on a single server or multiple servers, regardless of whether the individual is actively using the applicable [REDACTED] products at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non-human operated device will be counted as a Named User Plus in addition to all individuals authorized to use the [REDACTED] products, if such devices can access the [REDACTED] products. 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;

For the purposes of the following [REDACTED] products: Configuration Management Pack for Applications, System Monitoring Plug-in for Non-[REDACTED] Databases, System Monitoring Plug-in for Non-[REDACTED] Middleware, Management Pack for Non-[REDACTED] Middleware, [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] for Non-[REDACTED] Databases, and [REDACTED] for Non-[REDACTED] Databases, only the users of the [REDACTED] product that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

[REDACTED] [REDACTED]" means the [REDACTED] Corporation ([REDACTED])-proprietary Component Systems identified in an Order Form; and

"Processor" will be defined as all processors where any of the [REDACTED] products identified in an Order Form are installed and/or running. [REDACTED] products licensed on a processor basis may be accessed by Client's internal users (including agents and contractors) and by Client's third party users. The number of required licenses will be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the [REDACTED] Processor Core Factor Table which can be accessed at [http://\[REDACTED\].com/contracts](http://[REDACTED].com/contracts). All cores on all multicore chips for each [REDACTED] product are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing [REDACTED] products with [REDACTED] or [REDACTED] in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an [REDACTED] Processor Core Factor of 0.25 installed and/or running the [REDACTED] product (other than [REDACTED] [REDACTED] [REDACTED] programs or [REDACTED] [REDACTED] programs) on six (6) cores would require two (2) processor licenses (6 multiplied by a core processor licensing

factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the [REDACTED] Processor Core Factor Table installed and/or running the [REDACTED] product on ten (10) cores would require ten (10) processor licenses (10 multiplied by a core processor licensing factor of 1.0 for "All other multicore chips" equals 10).

2. Ownership. [REDACTED] or its licensor owns the [REDACTED] and all intellectual property rights in the [REDACTED]
3. Restrictions on Use of [REDACTED] Client's use of the [REDACTED] is subject to the following additional terms and conditions:

(a) Client has the right to use the [REDACTED] only in Object Code form, only on the designated Equipment at the Location, and only to process data for Client's internal business operations. Client's use of the [REDACTED] is restricted as may otherwise be provided for in the documentation for the [REDACTED] program in question. Client recognizes that the license fee charged for the [REDACTED] is based on the hardware configuration on which such software will be run. Accordingly, in the event that Client expands or changes its hardware configuration from that described in an Order Form, additional license fees will be due based on the list price license fees which [REDACTED] then charges for use of the [REDACTED] on the new hardware/software configuration. To the extent any portion of the [REDACTED] is delivered in Source Code form, use of such Source Code is subject to the terms and conditions of the Master Amendment;

(b) Client is prohibited from assigning, giving or transferring the [REDACTED] and/or any services ordered in respect thereof to another individual or entity (and if Client grants a security interest in the [REDACTED], the secured party has no right to use or transfer the [REDACTED]) and/or any services ordered in respect thereof;

(c) Client is prohibited from making the [REDACTED] available in any timesharing, service bureau, hosting, outsourcing, subscription service or rental arrangement, in whole or in part;

(d) Client agrees that the Oracle Software is limited for use only in conjunction with the Licensed Software owned by Ellucian and cannot be modified for use with any third party application,

(e) Client agrees not to use the [REDACTED] for any purpose except within the scope of the Licensed Software owned by [REDACTED], in accordance with the restrictions set forth in the Master Amendment;

(f) Client acknowledges that the [REDACTED] is proprietary to [REDACTED] and is supplied by [REDACTED] under license from [REDACTED]. Title to the [REDACTED] will at all times remain vested in [REDACTED] or its designated successor and does not pass in any way to Client or any third party. Except for the right of use that is expressly provided to Client under the Master Amendment, no right, title or interest in or to the [REDACTED] is granted to Client;

(g) Client will not reverse engineer (unless required by law for interoperability), disassemble or decompile the [REDACTED] in whole or in part, (including but not limited to review of data structures or similar materials produced by the [REDACTED]), nor will Client (i) duplicate the [REDACTED] except to make a sufficient number of copies of each [REDACTED] program for Client's licensed use and one copy of each [REDACTED] program media; (ii) remove or modify any of the [REDACTED] markings or any notice of [REDACTED] or its licensors' proprietary rights;

(h) [REDACTED] WILL NOT BE LIABLE FOR: (i) ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL, ARISING FROM CLIENT'S USE OF THE [REDACTED] OR RELATED MATERIALS; (ii) ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE ARISING FROM THE USE OF THE [REDACTED];

(i) Client is prohibited from publishing any result of any benchmark tests run on the [REDACTED];

(j) Client must comply fully with all applicable export laws and regulations of the United States and other applicable export and import laws to assure that neither the [REDACTED] nor any direct product thereof, is exported, directly or indirectly, in violation of applicable laws;

(k) Client acknowledges and agrees that [REDACTED] is a third party beneficiary of this Agreement with regard to the [REDACTED];

(l) Client acknowledges and agrees that [REDACTED] is not required to perform any obligation or to incur any liability unless expressly specified in the Master Amendment;

(m) Client acknowledges and agrees that [REDACTED] will be permitted, upon reasonable request, to periodically audit Client's use of the [REDACTED] (including through an onsite audit or remote access, or both) and report such use to [REDACTED]. [REDACTED] has the right to report the audit results to [REDACTED] or to assign its right to audit Client's use of the [REDACTED] to [REDACTED]. Client will cooperate with each such audit and provide reasonable assistance and access to information in the course of such audit as requested by [REDACTED] or [REDACTED]. Client must remit payment within thirty (30) days of written notification any underpaid fees, with a failure to make such payment being a material breach of this Agreement. Client will bear its own expenses in connection with any such audit, whether conducted by [REDACTED] or [REDACTED];

(n) Subject to the limitations provided for in this Section, while Client is obtaining Baseline [REDACTED] maintenance from [REDACTED], Client is extended the privilege of accessing [REDACTED] and can access and use the features and links available on [REDACTED]. Provided, however Client is prohibited from creating technical assistance requests, including "TARs" and "SRs" (as those terms are defined by [REDACTED]), and cannot otherwise obtain support directly from [REDACTED] as a maintenance client of [REDACTED]. Specifically, and without limitation, while Client is obtaining [REDACTED] maintenance through [REDACTED], Client is prohibited from downloading any [REDACTED] (including any patches or enhancements) using [REDACTED]. [REDACTED] reserves the right to suspend and/or eliminate Client's ability to access [REDACTED] without prior notice, in the event that [REDACTED] suspends or eliminates [REDACTED], or if [REDACTED] requires [REDACTED] to suspend or eliminate such privilege. In addition, such Baseline [REDACTED] maintenance will be provided consistent with [REDACTED] technical support policies in effect at the time the services are provided. [REDACTED] technical support policies can be accessed at <http://oracle.com/contracts>;

(o) Client acknowledges and agrees that the Uniform Computer Information Transactions Act will have no applicability to the Master Amendment, including the [REDACTED] licensed hereunder;

(p) In connection with [REDACTED] warranty obligations relating to the [REDACTED], Client must, as a prerequisite to receiving any such warranty coverage, notify [REDACTED] of a Documented Defect (for which the warranty will apply) within one (1) year after the Delivery Date. Further, no action, regardless of form, arising out of or relating to any [REDACTED] licensed hereunder may be brought more than eighteen (18) months after the cause of action has accrued;

(q) Certain third party technology may be appropriate or necessary to operate some [REDACTED] [REDACTED] programs and is specified in the program documentation and/or at a website specified in the program documentation. Such third party technology is licensed to Client only for use with the Licensed Software and under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this Master Amendment;

(r) Certain third party technology, which may include Ancillary Programs, ("Third Party Technology"), including certain open source Third Party Technology ("Open Source Technology") may be included on the same medium or as part of the download of [REDACTED] provided to Client, but such Third Party Technology is licensed under the terms of Client's license agreement specified in the program documentation referencing such Third Party Technology. Open Source Third Party Technology may be licensed on the terms of one or more of the following open source licenses: Mozilla Public License, Common Public License, GNU Lesser General Public License, Netscape: Public License or similar royalty-free/open source license (collectively, the "Open Source Licenses"). Client may only use the Open Source Technology in compliance with the terms of this Master Amendment and with the terms of any relevant Open Source License. Any use of Open Source Technology outside of Client's licensed use of applicable [REDACTED] programs is subject to the rights and obligations under such third party technology's Open Source License. Open Source Technology programs that are separate from Oracle programs are provided as a courtesy to Client and are licensed solely under the relevant Open Source License. ANY OPEN SOURCE TECHNOLOGY IS PROVIDED BY [REDACTED] ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND (WHETHER EXPRESSED OR IMPLIED), AND NEITHER ORACLE NOR [REDACTED] WILL HAVE ANY LIABILITY IN CONNECTION WITH ANY OPEN SOURCE TECHNOLOGY ACCESSED OR

UTILIZED BY CLIENT;

(s) Without limitation, Client's right to use the [REDACTED] is subject to the user limitations (e.g., but without limitation, "Named Users," "Concurrent Users," "Employee Users," "External Users," and the like) and product limitations (e.g., use of a Connector is limited to use with the external software application or product for which such Connector's use has been licensed) provided for in the Exhibit 1 to which this Supplement is appended;

(t) In licensing the [REDACTED] Client has not relied on the future availability of any [REDACTED]-provided programs or updates; and

(u) At the termination or expiration of the Master Amendment for any cause whatsoever, Client shall discontinue its use of the [REDACTED] and shall deliver the [REDACTED] including all archival or other copies of the [REDACTED] to [REDACTED] in accordance with the applicable provisions of the Master Amendment and shall forfeit all rights to use the [REDACTED] in any way.

APPENDIX F-6-4

SUPPLEMENT – FULL USE

1. Additional Definitions.

"Ancillary Programs" are defined as those third party materials specified in the program documentation which may only be used for the purpose of installing or operating the [REDACTED] with which the Ancillary Programs are delivered;

"Client" means TBR or an Institution, as applicable.

"Connector" is defined as each connector connecting the applicable [REDACTED] product with an external software application or product. A unique Connector (that is, a Connector specific to the external software application or product in question) is required for each external software application or product with which the applicable [REDACTED] product is required to interface.

"Employee User" is defined as an individual, who is an employee or contractor of Client and who is authorized by Client to use the applicable [REDACTED] product that is installed on a single server or multiple servers, regardless of whether or not the individual is using the applicable [REDACTED] product at any given time.

"External User" is defined as an individual, who is not an employee or contractor of Client, but who is authorized by Client to use the applicable [REDACTED] product that is installed on a single server or multiple servers, regardless of whether or not the individual is using the applicable [REDACTED] product at any given time.

"Named User Plus / Named User" is defined as an individual authorized by Client to use the applicable [REDACTED] products identified in an Order Form which are installed on a single server or multiple servers, regardless of whether the individual is actively using the applicable [REDACTED] products at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a Named User Plus in addition to all individuals authorized to use the [REDACTED] products, if such devices can access the [REDACTED] products. 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.

For the purposes of the following [REDACTED] products: [REDACTED], [REDACTED], System Monitoring Plug-in for Non-[REDACTED] Databases, System Monitoring Plug-in for Non-[REDACTED] Middleware, Management Pack for Non-[REDACTED] Middleware, Management Pack for [REDACTED] Suite, Data Masking Pack for Non-[REDACTED] Databases, and Test Data Management Pack for Non-[REDACTED] Databases, only the users of the [REDACTED] product that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

[REDACTED] means the [REDACTED] Corporation ("[REDACTED]")-proprietary Component Systems identified in an Order Form.

"Processor" will be defined as all processors where any of the [REDACTED] products identified in an Order Form are installed and/or running. [REDACTED] products licensed on a processor basis may be accessed by Client's internal users (including agents and contractors) and by Client's third party users. The number of required licenses will be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the [REDACTED] Processor Core Factor Table which can be accessed at [http://\[REDACTED\].com/contracts](http://[REDACTED].com/contracts). All cores on all multicore chips for each [REDACTED] product are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing [REDACTED] products with [REDACTED] or [REDACTED] in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an [REDACTED] Core Factor of 0.25 installed and/or running the [REDACTED] product (other than [REDACTED] programs or [REDACTED] programs) on six (6) cores would require two (2) processor licenses (6 multiplied by a core processor licensing

factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the [REDACTED] Processor Core Factor Table installed and/or running the [REDACTED] product on ten (10) cores would require ten (10) processor licenses (10 multiplied by a core processor licensing factor of 1.0 for "All other multicore chips" equals 10).

2. Ownership. [REDACTED] owns the [REDACTED].

3. Restrictions on Use of [REDACTED] Client's use of the [REDACTED] is subject to the following additional terms and conditions:

(a) Client has the right to use the [REDACTED] only in Object Code form, only on the designated Equipment at the Location, and only to process data for Client's business operations. Client's use of the [REDACTED] is restricted as may otherwise be provided for in the documentation for the [REDACTED] program in question. Client recognizes that the license fee charged for the [REDACTED] is based on the hardware configuration on which such software will be run. Accordingly, in the event that Client expands or changes its hardware configuration from that described in an Order Form, additional license fees will be due based on the list price license fees which [REDACTED] then charges for use of the [REDACTED] on the new hardware/software configuration. To the extent any portion of the [REDACTED] is delivered in Source Code form, use of such Source Code is subject to the terms and conditions of the Master Amendment;

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

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

(d) Client acknowledges that the [REDACTED] is proprietary to [REDACTED] and is supplied by [REDACTED] under license from [REDACTED]. Title to the [REDACTED] will at all times remain vested in [REDACTED] or its designated successor and does not pass in any way to Client or any third party. Except for the right of use that is expressly provided to Client under the Master Amendment, no right, title or interest in or to the [REDACTED] is granted to Client;

(e) Client will not reverse engineer (unless required by law for interoperability), disassemble or decompile the [REDACTED] in whole or in part, nor will Client duplicate the [REDACTED] except to make a sufficient number of copies of each [REDACTED] program for Client's licensed use and one copy of each [REDACTED] program media;

(f) [REDACTED] WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, ARISING FROM CLIENT'S USE OF THE [REDACTED] OR RELATED MATERIALS;

(g) Client is prohibited from publishing any result of any benchmark tests run on the [REDACTED];

(h) Client must comply fully with all applicable export laws and regulations of the United States and other applicable export and import laws to assure that neither the [REDACTED] nor any direct product thereof, is exported, directly or indirectly, in violation of applicable laws;

(i) Client acknowledges and agrees that [REDACTED] is a third party beneficiary of this Agreement with regard to the [REDACTED];

(j) Client acknowledges and agrees that [REDACTED] is not required to perform any obligation or to incur any liability unless expressly specified in the Master Amendment;

(k) Client acknowledges and agrees that [REDACTED] will be permitted, upon reasonable request, to periodically audit Client's use of the [REDACTED] (including through an onsite audit or remote access, or both) and report such use to [REDACTED]. [REDACTED] has the right to assign its right to audit Client's use of the [REDACTED] to [REDACTED]; Client will cooperate with each such audit as requested by [REDACTED] or [REDACTED]. Client must remit payment within

thirty (30) days of written notification any underpaid fees, with a failure to make such payment being a material breach of this Agreement. Client will bear its own expenses in connection with any such audit, whether conducted by [REDACTED] or [REDACTED].

(l) Subject to the limitations provided for in this Section, while Client is obtaining Baseline [REDACTED] maintenance from [REDACTED] Client is extended the privilege of accessing [REDACTED] and can access and use the features and links available on [REDACTED]. Provided, however Client is prohibited from creating technical assistance requests, including "TARs" and "SRs" (as those terms are defined by [REDACTED]), and cannot otherwise obtain support directly from [REDACTED] as a maintenance client of [REDACTED]. Specifically, and without limitation, while Client is obtaining [REDACTED] maintenance through [REDACTED] Client is prohibited from downloading any [REDACTED] (including any patches or enhancements) using [REDACTED]. [REDACTED] reserves the right to suspend and/or eliminate Client's ability to access [REDACTED] without prior notice, in the event that [REDACTED] suspends or eliminates [REDACTED] or if [REDACTED] requires [REDACTED] to suspend or eliminate such privilege. In addition, such Baseline [REDACTED] maintenance will be provided consistent with [REDACTED] technical support policies in effect at the time the services are provided. [REDACTED] technical support policies can be accessed at [http://\[REDACTED\].com/contracts](http://[REDACTED].com/contracts);

(m) Client acknowledges and agrees that the Uniform Computer Information Transactions Act will have no applicability to the Master Amendment, including the [REDACTED] licensed hereunder;

(n) In connection with [REDACTED] warranty obligations relating to the [REDACTED] Client must, as a prerequisite to receiving any such warranty coverage, notify [REDACTED] of a Documented Defect (for which the warranty will apply) within one (1) year after the Delivery Date. Further, no action, regardless of form, arising out of or relating to any [REDACTED] licensed hereunder may be brought more than eighteen (18) months after the cause of action has accrued;

(o) Certain third party technology may be appropriate or necessary to operate some [REDACTED] programs and is specified in the program documentation and/or at a website specified in the program documentation. Such third party technology is licensed to Client under the terms of the third party technology license agreement specified in the program documentation and not under the terms of the Master Amendment;

(p) Certain third party technology, which may include Ancillary Programs, ("Third Party Technology"), including certain open source Third Party Technology ("Open Source Technology") may be included on the same medium or as part of the download of [REDACTED] Software provided to Client, but such Third Party Technology is licensed under the terms of Client's license agreement specified in the program documentation referencing such Third Party Technology. Open Source Third Party Technology may be licensed on the terms of one or more of the following open source licenses: Mozilla Public License, Common Public License, GNU Lesser General Public License, Netscape: Public License or similar royalty-free/open source license (collectively, the "Open Source Licenses"). Client may only use the Open Source Technology in compliance with the terms of the Master Amendment and with the terms of any relevant Open Source License. Any use of Open Source Technology outside of Client's licensed use of applicable [REDACTED] programs is subject to the rights and obligations under such third party technology's Open Source License. Open Source Technology programs that are separate from [REDACTED] programs are provided as a courtesy to Client and are licensed solely under the relevant Open Source License. ANY OPEN SOURCE TECHNOLOGY IS PROVIDED BY LICENSOR ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND (WHETHER EXPRESSED OR IMPLIED), AND NEITHER [REDACTED] NOR LICENSOR WILL HAVE ANY LIABILITY IN CONNECTION WITH ANY OPEN SOURCE TECHNOLOGY ACCESSED OR UTILIZED BY CLIENT;

(q) Without limitation, Client's right to use the [REDACTED] is subject to the user limitations (e.g., but without limitation, "Named Users," "Concurrent Users," "Employee Users," "External Users," and the like) and product limitations (e.g., use of a Connector is limited to use with the external software application or product for which such Connector's use has been licensed) provided for in an Order Form;

(r) In licensing the [REDACTED] Client has not relied on the future availability of any [REDACTED]-provided programs or updates;

(s) At the termination or expiration of the Master Amendment for any cause whatsoever, Client shall discontinue its use of the [REDACTED] and shall deliver the [REDACTED] including all archival or other

copies of the [REDACTED], to [REDACTED] in accordance with the applicable provisions of this Master Amendment and shall forfeit all rights to use the [REDACTED] in any way.

APPENDIX F-10 CLOUD SOFTWARE SUPPLEMENT

This Cloud Software Supplement is a Software Supplement as defined in the Master Amendment. For specific Cloud Software, this Cloud Software Supplement may be combined with additional Software Supplements. References in this Cloud Software Supplement to "Software Supplements" shall mean additional Software Supplements.

1. **Additional Definitions.** Each term defined below has the meaning given to that term below whenever the term is used in this Cloud Software Supplement. Other capitalized terms are defined elsewhere in this Cloud Software Supplement, the applicable Order Form or the Master Amendment.
 - 1.1 "**Defect**" means a material deviation between the Cloud Software and its Documentation for which Institution has provided [REDACTED] with reasonably detailed information such that [REDACTED] can replicate the deviation.
 - 1.2 "**Documentation**" means the on-line and hard copy functional and technical specifications that [REDACTED] provides for the Cloud Software, and that describe the functional and technical capabilities of the Cloud Software.
 - 1.3 "**Institution**" as used in this Cloud Software Supplement shall mean TBR or an Institution, as applicable based on the party ordering the Cloud Software.
 - 1.4 "**Institution Data**" means all electronic data or information submitted by an Institution to the Cloud Software, including without limitation any "**Institution PII**" (meaning, personally identifiable information of an Institution's students, faculty and employees that is regulated by various state and federal laws and regulations including, but not limited to FERPA).
 - 1.5 "**Maintenance**" means providing Institution with avoidance procedures or corrections for Defects. The details and procedures relating to the provision of Maintenance for the Cloud Software (collectively, the "Maintenance Standards") are specified in Exhibit 1 to this Cloud Software Supplement.
 - 1.6 "**New Releases**" means new editions (*i.e.*, major and minor releases) of the Cloud Software.
 - 1.7 "**Software Support Services**" means, collectively, Maintenance and New Releases.
 - 1.8 "**Third Party Component Providers**" means third parties utilized by [REDACTED] to provide components of the Cloud Software.
2. **License to Access and Use Cloud Software; Cloud Software Term.**
 - 2.1 **Cloud Software.** For the Cloud Software identified above in Table A, and only during the Cloud Software Term (as defined below), [REDACTED] grants Institution a non-exclusive, non-transferable license to access and use the Cloud Software for Institution's internal use only. This license is further subject to the usage parameters identified in each instance in a Cloud Software Order Form.
 - 2.2 **Cloud Software Term.** The period commencing on the Beginning Date and continuing until the Expiration Date (each as specified in a Cloud Software Order Form is the "Initial Cloud Software Term." Following the Initial Cloud Software Term, Institution's license to access and use the Cloud Software as provided in Section 2.1 will automatically renew for consecutive Cloud Contract Years on a year-to-year basis (each a "Renewal Cloud Contract Year"), unless either party notifies the other in writing of its intent not to effect such a renewal at least ninety (90) days prior to the Expiration Date, or, for any Cloud Contract Year subsequent to the Expiration Date, at least ninety (90) days prior to the expiration of the then-current Cloud Contract Year. The Initial Cloud Contract Term combined with any Renewal Cloud Contract Year(s) is referred to herein as the "Cloud Software Term." A Cloud Software Term does not need to be co-terminus with the Term of the Master Amendment and may extend beyond the end of the Term of the Master Amendment. In such instances, the terms and conditions of the Master Amendment will continue to apply through the expiration or termination of the Cloud Software Term.
3. **Institution Responsibilities and Prohibitions.**
 - 3.1 Institution's authorized users will be provided with passwords, and Institution must hold the passwords in strict confidence and not transfer, exchange, misuse or abuse the passwords in any way or attempt in any way to disable, deactivate or render ineffective the password protection of the Cloud Software.
 - 3.2 Institution will be responsible for its users' compliance with this Order Form.
 - 3.3 Institution will be responsible for the accuracy, completeness, quality and legality of Institution Data and of the means by which it acquired Institution Data.
 - 3.3 Institution will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software and will notify [REDACTED] promptly of any such unauthorized access or use.

- 3.4 Institution will use the Cloud Software only in accordance with this Order Form, the Documentation and applicable laws.
- 3.5 Institution will not make the Cloud Software available to anyone other than its authorized users.
- 3.6 Institution will not sell, resell, rent or lease the Cloud Software.
- 3.7 Institution will not create any derivative works based on the Cloud Software.
- 3.8 Institution will not use the Cloud Software to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- 3.9 Institution will not attempt to gain unauthorized access to the Cloud Software or related systems or network.
- 3.10 Institution will not use the Cloud Software to communicate, by way of electronic communication or otherwise, any message, data or material that: (1) is libelous, harmful to minors, obscene or constitutes pornography, (2) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary or privacy rights of a third party or is otherwise unlawful, or (3) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.
- 3.11 Certain Cloud Software is subject to additional terms and restrictions as set forth in Software Supplements. Further, [REDACTED] may utilize certain Third Party Component Providers. With respect to the use of the Third Party Component Providers' services, Institution agrees to comply with any third party contractual provisions outlined in the Software Supplements. In all cases, if any terms of a Software Supplement conflict with any other terms of this Order Form, the terms of the Software Supplement will control. In the event of a conflict between a Software Supplement and this Cloud Software Supplement, the other Software Supplement will control.

4. **Software Support Services for Cloud Software.** During the Cloud Software Term, as part of the annual subscription fees set forth in a Cloud Software Order Form, [REDACTED] will provide Software Support Services for the Cloud Software. The application of Software Support Services by [REDACTED] may result in changes in the form, timing or other features of the Cloud Software. [REDACTED] will apply the Software Support Services to the Cloud Software to include Maintenance and New Releases. The annual fee for Cloud Software includes Software Support Services, and there will not be a separate maintenance fee due.

5. **Cloud Software – Service Level Agreement.** Except as otherwise expressly provided for in an Order Form, [REDACTED] will provide the Cloud Software consistent with the Service Level Agreement (the "SLA") in the attached Exhibit 2.

6. **Personally Identifiable Information.** To effect the purposes of a Cloud Software Order Form, Institution may from time to time provide [REDACTED] with Institution PII (Institution representing that it has the right to do so in each such instance). [REDACTED] agrees that it will be a school official, as that term is defined in FERPA, with respect to the student PII it receives and further represents that it maintains appropriate data security measures, including a written information security policy, to protect Institution PII consistent with applicable United States laws and regulations. Further, to protect the privacy of Institution PII, [REDACTED] will, for so long as it retains Institution PII: (i) maintain the confidentiality of Institution PII, as provided in the applicable section(s) of the Agreement regarding Institution's confidential information generally; (ii) limit access to Institution PII to [REDACTED] employees, agents and subcontractors who have a need to access Institution PII to fulfill [REDACTED] obligations under a Cloud Software Order Form; (iii) require that its agents and subcontractors who have access to Institution PII agree to abide by substantially similar (and no less restrictive) restrictions and conditions that apply to [REDACTED] with regard to such Institution PII; and (iv) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of such Institution PII and protect against unauthorized access to or use of such Institution PII that could result in substantial harm or inconvenience to Institution.

7. **Delivery; Post Termination Actions.**

- 7.1 Delivery. [REDACTED] will, as soon as reasonably practical following the execution of a Cloud Software Order Form, provide the necessary process and procedure for Institution's access to the Cloud Software.
- 7.2 Post Termination. Upon termination or expiration of the Cloud Software Term, Institution access and use of the Cloud Software will immediately cease, and Institution will have no further access to or use of the Cloud Software. Provided that Institution has provided [REDACTED] with a written request at least thirty (30) days prior to the end of the Cloud Software Term, [REDACTED] will, at no additional charge to Institution,

promptly provide Institution with a copy of all Institution Data then in ██████ possession, in a commercially reasonable format. Such Institution Data will then be securely deleted by ██████ in accordance with ██████ then-current data security, retention and disposal policies. Upon termination or expiration of the Cloud Software Term, each party will promptly return to the other party any Confidential Information of the other party that is in their possession, or certify in writing to its destruction.

8. **Limited Warranty; Exclusive Remedy.** Except as otherwise expressly provided for in any Software Supplement, ██████ warrants that, during the Cloud Software Term, the Cloud Software will operate without Defects. For each Defect, ██████ as soon as reasonably practicable and at its own expense, will provide Institution with an avoidance procedure or a correction of the Defect (in accordance with the Software Support Services provisions of this Order Form and the associated Maintenance Standards attached hereto as Exhibit 1). If, despite its reasonable efforts, ██████ is unable to provide Institution with an avoidance procedure for or a correction of a Defect, then the applicable Cloud Software subscription will be terminated and ██████ shall refund that portion of the annual subscription fee that has not yet been earned on a pro rata basis and Institution may further pursue its remedy at law to recover direct damages resulting in accordance with the Agreement from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and ██████ sole obligation for breach of this limited warranty is contained in this Section 8. ██████ MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND ██████ EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. ██████ EXPRESSLY DOES NOT WARRANT THAT THE CLOUD SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

EXHIBIT 1 TO THE CLOUD SOFTWARE SUPPLEMENT

Maintenance Standards

1. ██████'s Client Support Center will be available to Institution for Defect reporting five (5) days per week, Monday through Friday (excluding national holidays and ██████-observed holidays), from 8:00 AM to 8:00 PM (Eastern U.S. Time). However, Priority One calls (as defined below) will be supported 24x7x365 as long as Institution contacts ██████ Client Support Center via the 800 telephone number provided to Institution.
2. ██████ uses reasonable commercial efforts to respond to Institution's Notifications in accordance with the following guidelines, with the time period to be measured beginning with the first ██████ business hour occurring after ██████ receives Institution's Notification:

Priority Levels	Definition	Target Response Times
Priority One	A Notification that Institution believes that a Defect has caused a full failure of the Cloud Software; or a failure that prevents Institution from performing data processing which is critical to Institution's operations on the day on which the alleged Defect is reported	1 hour or less
Priority Two	A Notification that Institution believes that a Defect has caused a partial failure of the Cloud Software or a failure that significantly hinders Institution's ability to perform data processing which is critical to Institution's operations on the day on which the alleged Defect is reported	4 hours or less
Priority Three	A Notification that Institution believes that a Defect has caused an intermittent failure of, or problem with, the Cloud Software, or that causes a significant delay in Institution's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is <u>not</u> critical to Institution's operations	24 hours or less
Priority Four	A Notification that Institutions believes that a Defect exists, but it does not significantly affect critical processing	72 hours or less

For purposes of these targets, a "response" will mean an initial contact from an ██████ representative to Institution to begin evaluation of the problem reported under one of the categories of calls identified above. As a prerequisite to ██████ obligation to respond to Institution's Notification(s), Institution must follow ██████ policies and procedures (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting a Notification.

A "Notification" means a communication to ██████ by means of: (i) ██████ Client Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with ██████ then-current policies and procedures for submitting such communications.

3. Response times listed in this Exhibit reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which ██████ will contact Institution after triaging and routing. ██████ will begin working the request to seek a resolution of the issue once communication with Institution has been established to verify the request and depending on the priority level as described above.

EXHIBIT 2 TO THE CLOUD SOFTWARE SUPPLEMENT

Service Level Agreement

1. Service Levels; General and Definitions.

- **Availability:** "Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the Cloud Software production instance is available for remote access by Institution and able to receive, queue and execute real-time requests, all as measured by [REDACTED]
- **Measurement:** Availability is measured as the ratio of actual Availability to expected Availability resulting in an "Achieved Availability" percentage. Achieved Availability is determined by calculating the aggregated 5 minute periods, during the periods the Cloud Software is scheduled to be available, ("Scheduled Uptime") excluding without limitation scheduled maintenance, that the Cloud Software is unavailable for use by Institution ("Unscheduled Outage"), divided by the total aggregate minutes of scheduled Availability for the month which is Scheduled Uptime minus the time the Cloud Software is scheduled to be unavailable with Institution's agreement ("Scheduled Downtime"), and rounded to the nearest tenth (10th) unless otherwise indicated in the specific service level definition. Availability will be measured by [REDACTED] monitoring tools.

The Achieved Availability calculation is expressed as:

$$1 - (\text{Unscheduled Outage} / (\text{Scheduled Uptime} - \text{Scheduled Downtime}))$$

2. Service Level Objectives.

Ellucian's objective is to achieve 99.50% Availability for the Cloud Software.

3. Production Service Level Credits.

Availability	Service Credit
>= 99.50%	None
98.00% to 99.49%	5%
97.00% to 97.99%,	10%
95.00% to 96.99%,	15%
92.00% to 94.99%,	20%
<92.00%	25%

The Service Credit percentage will be applied to the subscription fee paid by Institution for the affected Cloud Software for the month being measured (*i.e.*, an amount equal to 1/12 of the applicable annual subscription fee associated with the Cloud Software).

In order to receive any of the Service Credits described above, Institution must notify [REDACTED] within thirty (30) days of an incident occurring that they intend on collecting Service Credits. Failure to comply with this requirement will forfeit Institution's right to receive a Service Credit.

If [REDACTED] can confirm the unavailability, and after [REDACTED] performs a root cause analysis which identifies that the Cloud Software was the cause of the unavailability, then Service Credits will be applied and aggregated in an "Annual Credit Account." Promptly following the end of each Cloud Contract Year during the Cloud Software Term, the Annual Credit Account for the prior Cloud Contract Year will be applied as a credit against the subscription fees due for the then-current Cloud Contract Year. Service Credits are not refundable and can be used only towards future billing charges for the Cloud Software, as provided above in this paragraph. For credit balances in Annual Credit Accounts applicable to the final Cloud Contract Year of the Cloud Services Term, [REDACTED] will, promptly following the end of the Cloud Software Term, issue Institution a payment in the amount of the Annual Credit Account balance. Notwithstanding the above, the total amount credited to Institution in a particular month will in no event exceed an amount equal to twenty-five percent

(25%) of the subscription fee paid by Institution for such month (i.e., an amount equal to 1/12 of the applicable annual subscription fee associated with the Cloud Software) for the affected Cloud Software. Service Credits are exclusive of any applicable taxes charged to Institution or collected by [REDACTED]. If, during a Cloud Software Term for a single Cloud Software product at one Institution, [REDACTED] fails to meet the SLA performance metrics for Availability as described herein for three (3) consecutive months or six (6) non-consecutive months during any rolling twelve (12) month period, then such failure shall entitle Institution to terminate the applicable Order Form and [REDACTED] shall refund that portion of the annual subscription fee that has not yet been earned on a pro rata basis. For the purpose of clarity, if three different TBR Institutions each have a separate subscription to a Cloud Software product, the SLA and any repeated failures thereof will be calculated separately three different times. Outages on different Cloud Software products at any one Institution or on Cloud Software products at different Institutions may not be aggregated to give rise to a termination right. Such Service Credits and termination right are Institution's sole and exclusive remedy with respect to any failure or deficiency in the Cloud Software.

4. Cloud Software Environment Maintenance Procedures

[REDACTED] reserves the right to perform emergency maintenance without any prior notification to Institution, if [REDACTED] determines that it is necessary to protect and maintain the security and/or integrity of the Cloud Software.

[REDACTED] standard maintenance windows are as described below (NOTE: The below windows are maximums and will only be utilized if required). [REDACTED] will use diligent efforts to announce scheduled maintenance as defined by these maintenance windows.

Application Specific Services Infrastructure – Maintenance Windows				
Window	Duration	Days	Anticipated service disruption	Notification
Daily	2 hours	Weekdays, outside of normal U.S. [REDACTED] business hours	Low	None
Weekly	4 hours	Weekend	Low	48 hours
Monthly	8 hours	Weekend	Likely	1 week

The "Application Specific Services Infrastructure" is controlled by [REDACTED] and encompasses, but is not limited to, the following: database software, application software, refreshes, system configuration changes, and programming-related activities. The specific timings for the above windows are published by [REDACTED] and can be changed at [REDACTED]'s sole discretion.

Emergency changes required to restore disrupted Cloud Software will follow documented change processes and may not occur during a defined window.

For Institution's having the specific right to access a test/non-production environment, maintenance on the test/non-production environment will be performed during business hours with at least one (1) month's notice. No Service Credits will be issued for the test/non-production environment.

5. Exclusions.

This Service Level Agreement (including any associated Service Credits provided form herein) will not apply in the event of any performance issue or failures caused by:

- Circumstances beyond [REDACTED] reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, , failure of third-party software (including, without limitation, e-commerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for performance under this SLA;

- Failure of access circuits to the [REDACTED] network or its upstream providers, unless such failure is caused solely by [REDACTED];
- Scheduled maintenance, to the extent provided herein;
- Domain Name Server ("DNS") issues outside the direct control of [REDACTED];
- Issues with FTP, POP, IMAP, or SMTP customer access;
- False failures reported as a result of outages or errors of any [REDACTED] measurement system;
- Institution's acts or omissions (or acts or omissions of others engaged or authorized by Institution) that interfere with or disrupt the integrity or performance of the Cloud Software, including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, SQL, etc.), any negligence, willful misconduct, or misuse of the Cloud Software;
- e-mail or webmail delivery and transmission;
- DNS Propagation; or
- Outages, delays, or latency elsewhere on the Internet that hinder access to the Cloud Software.

[REDACTED] is not responsible for browser or DNS caching that may make the Cloud Software appear inaccessible when others can still access it.

[REDACTED] will guarantee only those areas considered under the reasonable control of [REDACTED]

[REDACTED] may change, discontinue or add to this Service Level Agreement from time to time, but will (1) provide sixty (60) days advance notice to Institution before materially reducing the benefits offered to Institution under this Service Level Agreement which such a change is due to a third party making changes that impact [REDACTED] availability to comply with this Service Level Agreement, and (2) provide one hundred twenty (120) days advance notice to Institution before materially reducing the benefits offered to Institution under this Service Level Agreement for reasons not connected to a third party change. In the event Institution's benefits of this Service Level Agreement are materially reduced during the Cloud Software Term, the upon Institution's request the parties may agree upon an appropriate reduction in subscription fees for the remainder of the Cloud Software Term.

APPENDIX F-11 [REDACTED] SOFTWARE SUPPLEMENT- ON-PREMISE LICENSES

[REDACTED]

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the [REDACTED] software ("Licensor") and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any [REDACTED]

- updates,
- supplements, and
- Internet-based services

for this software, unless other terms accompany those items. If so, those terms apply. [REDACTED] [REDACTED] or one of its affiliates (collectively, [REDACTED]) has licensed the software to Licensor.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, return it to the place of purchase for a refund or credit.

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

If you comply with these license terms, you have the rights below for each software license you acquire.

1. OVERVIEW.

- Software.** The software includes
 - server software,
 - additional software that may only be used with the server software directly, or indirectly through other additional software.
- License Model.** The software is licensed based on
 - the number of instances of server software that you run; and
 - the number of devices and users that access instances of server software.
- License Terms for Use with Virtual Server and Other Similar Technologies.**
 - **Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software.
 - **Run an Instance.** You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
 - **Operating System Environment.** An "operating system environment" is
 - all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
 - instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

- one physical operating system environment
- one or more virtual operating system environments.
- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system. For the purposes of these terms, a server may be owned and managed by you ("your server"), or be fully physically dedicated to you under the day to day management and control of a third party entity (e.g., Outsourcing Company).

- **Assigning a License.** To assign a license means simply to designate that license to one device or user.

2. USE RIGHTS.

a. **Assigning the License to the Server.**

- Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server.
- You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

b. **Running Instances of the Server Software.** You may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.

c. **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual operating system environments on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other instances of the additional software, or direct.

- [REDACTED] for Microsoft Office Outlook
- Microsoft E-Mail Router and Rule Deployment Wizard for [REDACTED]
- Microsoft Dynamics CRM Reporting Extensions for [REDACTED]
- [REDACTED]
- [REDACTED] Report Authoring Extensions
- [REDACTED] Best Practices Analyzer
- [REDACTED] Multilingual User Interface (MUI)
- [REDACTED]
- [REDACTED]
- [REDACTED] for supported devices

d. **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.

- You may create any number of instances of the server software and additional software.
- You may store instances of the server software and additional software on any of your servers or storage media.
- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. **Client Access Licenses (CALs).**

- You must acquire and assign the appropriate CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
 - You do not need CALs for any of your servers licensed to run instances of the server software.
 - You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
 - You do not need CALs for external users who access instances of the server software indirectly. "External users" means users that are not either (i) your or your affiliates' employees, or (ii) your or your affiliates' contractors or agents.
 - Your CALs permit access to your instances of earlier versions, but not later versions, of the server software.
- Categories and Types of CALs.** There are three categories of CALs: the Essential CAL, Basic Use Additive CAL, and Professional Use Additive CAL. There are two types of CAL in each category: a device CAL and a user CAL. You may use a combination of category and type, but in all cases you may not have a Professional Use Additive CAL without an underlying Basic CAL, and a Basic Use Additive CAL without an underlying Essential CAL.
 - The Essential CAL (either device or user) allows only Essential use access to [REDACTED]
 - The Basic Use Additive CAL (either device or user), with the Essential CAL, allows users only

- Basic use access to [REDACTED]
 - The Professional Use Additive CAL (either device or user), with the Basic CAL, allows users Professional use access to [REDACTED]
 - Each device CAL permits a single device, used by any user, to access instances of the software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the software on your licensed servers.
- iii. **Reassignment of CALs.** You may
- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
 - temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
- b. **Multiplexing.** Hardware or software you use to
- pool connections,
 - reroute information, or
 - reduce the number of devices or users that directly access or use the software
- (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.
- c. **No Separation of Server Software.** You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.
- d. **Additional Functionality.** [REDACTED] may provide additional functionality for the software. Other license terms and fees may apply.
4. **.NET FRAMEWORK SOFTWARE.** The software contains [REDACTED] Framework software. This software is part of [REDACTED]. The license terms for [REDACTED] apply to your use of the [REDACTED] software.
5. **BENCHMARK TESTING.** You must obtain [REDACTED] prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the [REDACTED] [REDACTED] (see below).
6. [REDACTED] **BENCHMARK TESTING.** The software includes one or more components of the [REDACTED] Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.[REDACTED].com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with [REDACTED], if you disclose such benchmark test results, [REDACTED] shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable [REDACTED] Component, provided it complies with the same conditions set forth at go.[REDACTED].com/fwlink/?LinkID=66406.
7. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and [REDACTED] reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
- work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software; or
 - use the software for commercial software hosting services.
- Rights to access the software on any device do not give you any right to implement [REDACTED] patents or other [REDACTED] intellectual property in software or devices that access that device.
8. **ALTERNATIVE VERSIONS.** The software may include more than one version, such as 32-bit and 64-bit. You may use only one version at one time.
9. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
10. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

11. **NOT FOR RESALE.** You may not sell software marked "NFR" or "Not for Resale."
12. **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.██████████.com/education or contact the ██████████ affiliate serving your country.
13. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the "Unified Solution") delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, the end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.
14. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.██████████.com/exporting.
15. **ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates and Internet-based services that you use, are the entire agreement for the software.
16. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
17. **NOT FAULT TOLERANT.** THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND ██████████ HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.
18. **NO WARRANTIES BY ██████████** YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, ██████████. ██████████ DOES NOT PROVIDE AN IMPLIED WARRANTY OF MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.
19. **NO LIABILITY OF ██████████ FOR CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ██████████ SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ██████████ BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).

██████████ and ██████████ are registered trademarks of ██████████ ██████████ in the United States and/or other countries.

APPENDIX F-12 [REDACTED] SOFTWARE SUPPLEMENT FOR CLOUD SOFTWARE

These terms apply to any [REDACTED] products (the [REDACTED] Products") that are made available, displayed, run, accessed or which otherwise interact, directly or indirectly with the applicable Cloud Software. Microsoft Corporation or one of its affiliates (collectively, [REDACTED]) has licensed the software to [REDACTED]

By using the Cloud Software (which is connected as described above to [REDACTED] Products) Client accepts these terms.

1. Client may not remove, modify, or obscure any copyright, trademark or other proprietary rights notice that is contained in or on the [REDACTED] Products.
2. Client may not reverse engineer, decompile, or disassemble the [REDACTED] Products, except to the extent that such activity is expressly permitted by applicable law.
3. NO WARRANTIES BY [REDACTED] CLIENT AGREES THAT IF CLIENT HAS RECEIVED ANY WARRANTIES WITH REGARD TO THE [REDACTED] PRODUCTS OR THE CLOUD SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY [REDACTED] AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, [REDACTED]
4. NO LIABILITY OF [REDACTED] FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, [REDACTED] SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE [REDACTED] PRODUCTS OR THE CLOUD SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
5. This Order Form only gives Client limited rights to use the [REDACTED] Products in connection with the Cloud Software. [REDACTED] and [REDACTED] reserve all other rights.
6. Client agrees that [REDACTED] may disclose Client's information to [REDACTED] as reasonably necessary to verify compliance with this Order Form.
7. The [REDACTED] Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. Client may not use the [REDACTED] Products in any application or situation where the [REDACTED] Products' failure could lead to death or serious bodily injury of any person, or to sever physical or environmental damage ("High Risk Use"). High Risk Use does not include utilization of the [REDACTED] Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Client will be responsible for any third-party claim arising out of Client's use of the [REDACTED] Products in connection with any High Risk Use.
8. [REDACTED] is an intended third party beneficiary of this Order Form with the right to enforce provisions of this Order Form and to verify Client's compliance.

APPENDIX F-13 [REDACTED] SOFTWARE SUPPLEMENT

These terms apply to [REDACTED] Inc.'s ([REDACTED]) email marketing services (the "Services") provided as part of the Software.

By using the Software Client accepts these terms.

1. **Use.** Client may use the Services only in and for its own internal purposes and business operations. Client may not use the Services as a service for any third party. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of the email marketing software accessed by Client hereunder, in whole or in part, is granted except as expressly provided by this Agreement. Neither client nor any of Client's affiliates shall reverse engineer, decompile or disassemble the email services software except as to the extent as such activity is allowed by the applicable law. Nothing in this Agreement will entitle Client or any of Client's affiliates to access or use the source code of the email marketing software.
2. **Confidentiality.** Client acknowledges that the Services and any other information provided to Client by [REDACTED] incorporate confidential and proprietary information developed by, acquired by, or licensed to [REDACTED] ("Confidential Information"). Subject to the requirements of the Tennessee Open Records Act, Client will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Client nor any of Client's affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, any part of the Confidential Information to any individual or entity, except to those of Client's employees or consultants who require access for Client's authorized use of the Confidential Information and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information under the Agreement. If [REDACTED] becomes aware of Client's breach or threatened breach of this Section 2, Ellucian may suspend any and all rights granted to Client under the Agreement in addition to all legal relief that may be available to [REDACTED].
3. **Client's Representations and.** Client represents and to [REDACTED] and [REDACTED] that:
 - a. No information delivered by Client to [REDACTED] in support of the Agreement will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
 - b. Client will not use the Services in a manner that violates any law or regulation. Neither Client nor any of Client's affiliates will use the Services for purposes of, or transmit via the Services, (i) any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations; (ii) any chain letters, pyramid schemes or other deceptive, misleading, and/or fraudulent content; (iii) any unsolicited commercial or non-commercial communication; (iv) any emails with deceptive, misleading or false subject lines or header information that makes it difficult to identify the initiator of the email; or (v) any information containing a virus, Trojan horse, worm, or other harmful component.
 - c. Each person as to whom email addresses are provided to [REDACTED] by Client or any of Client's affiliates (i) can or will be categorized as an "opt-in" recipient by his, her or its agreement with Client to receive such information via email, and (ii) has not or will not have notified Client or any of Client's affiliates of his, her or its desire not to receive email (i.e., no such person has "opted out" of the receipt of email with respect to Client or Clients products or services or any of Client's affiliates or their products or services).

4. Client's Responsibilities.

- a. Client is responsible for the integrity of the lists it uploads into the Software.

- b. Client is responsible for any lists which cause a bounce, complaint, or other action which leads to [REDACTED]s or [REDACTED] IP address to be Blacklisted ("Blacklisting" means any misuse of the Services which results in [REDACTED]s [REDACTED] IP address to be listed as a source of spam, or notified of an intent to be listed as a source of spam, by key internet service providers ("ISPs") or third-party blacklisting organizations), and [REDACTED] and Client shall not hold [REDACTED] responsible for the client's actions, as long as [REDACTED] is making a good faith effort.
 - c. Client's ability to send email using the Services may be suspended until any Blacklisting related to that Client's activities have been resolved to [REDACTED] reasonable satisfaction.
 - d. [REDACTED] may terminate a Client's access to the Services upon the occurrence of three (3) Account Holds. "Account Hold" means a notice subsequent to an Account Warning notifying [REDACTED] that a Client's individual account access will be suspended while the Client's list practices are reviewed by [REDACTED] and [REDACTED]. "Account Warning" means a notice notifying [REDACTED] that Client's account is at risk of suspension.
5. **Outage Policy.** CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT [REDACTED] DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE AND THAT [REDACTED] MAY OCCASIONALLY EXPERIENCE "HARD OUTAGES" DUE TO INTERNET DISRUPTIONS THAT ARE NOT WITHIN ITS CONTROL. ANY SUCH HARD OUTAGE SHALL NOT BE CONSIDERED A BREACH OF THE AGREEMENT.
6. **Ownership.** All trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services, are and will remain the sole and exclusive property of [REDACTED] or its applicable service providers (specifically [REDACTED]), whether or not specifically recognized or perfected under applicable law. [REDACTED] or its applicable service provider(s) shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the Services or any new programs, upgrades, modifications or enhancements thereto, even when such refinements and improvements result from Client's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in [REDACTED] or its applicable service provider(s) by virtue of the Agreement or otherwise, Client hereby transfers and assigns (and, if applicable, shall cause Client's affiliates to transfer and assign) to [REDACTED] or its applicable service providers) all rights, title, and interest which Client or any of Client's affiliates may have in to such refinements and improvements.
7. **DISCLAIMER OF WARRANTIES.** EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED HEREUNDER "AS IS" WITHOUT WARRANTY OF ANY KIND. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY TENNESSEE LAW, [REDACTED] EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES, WHETHER MADE BY EMPLOYEES OF [REDACTED] OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS SOFTWARE SUPPLEMENT, SHALL BE DEEMED TO BE A WARRANTY BY [REDACTED] FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF [REDACTED] WHATSOEVER. THIS PARAGRAPH DOES NOT NEGATE THE LIMITED WARRANTIES MADE BY [REDACTED] IN SECTION 8 OF APPENDIX F-10 CLOUD SOFTWARE SUPPLEMENT TO THE MASTER AMENDMENT.
8. **Customer Marks.** [REDACTED] and its applicable service provider(s) may use Client's trademarks and trade names ("Marks") solely in connection with the authorized provision of the Services. Any other use of Client's Marks shall be with Client's prior written consent and subject to all written guidelines regarding the use of Client's Marks.

9. **Third Party Beneficiary.** [REDACTED] shall be deemed a third party beneficiary under the Agreement and Client shall be liable to [REDACTED] for any damages arising due to Client's breach hereof to the same extent as if [REDACTED] had been a signatory to the Agreement.

ANTI-SPAM CERTIFICATION FORM

In order to comply with federal law, email best practices, and the policies set forth by ISPs and other email filtering organisations, [REDACTED] requires all clients to certify their compliance with [REDACTED] Anti-Spam email policy as well as the opt-in status of any lists they distribute using the [REDACTED] application.

First Certification: Spam Policy

Client has read and understands [REDACTED]'s Anti-Spam Policy (attached hereto).

Second Certification: List Source

Client certifies that Client is the owner of all email distribution lists distributed using the [REDACTED] application, and that Client is solely responsible for the composition and membership of each list.

Third Certification: List Opt-In Status

Client certifies that all subscribers to be used in connection with the [REDACTED] application have provided permission to Client to send them email.

ANTI-SPAM POLICY

Anti-SPAM at

Our clients certify that they will use our software only to send emails to customers and prospects that have directly consented (opted-in) to receive email. They are forbidden to transmit unsolicited commercial email (spam) via our system. does not buy or sell email lists, nor do we allow our clients to use purchased or harvested email lists (see below).

Additionally, offers confirmed opt-in as an optional tool for our clients to use to help minimize allegations of spam and abuse. When a list is designated as "confirmed opt-in," system automatically sends a follow-up email to each subscriber on such lists asking the recipient to verify that they wish to receive communications via email. Only those subscribers responding affirmatively will be opted-in to future mailings sent via the system.

We additionally require that clients reconfirm (permission pass) or stop mailing an existing list when it is determined to be in violation of our anti-spam policies. Repeated violations or failures to comply with our policies will result in termination of that client's access to the system.

Members Agreement

Our clients agree not to send unsolicited email via our system. For any opt-in list of email addresses used in s system, clients agree to provide us with the source of the email addresses, the method used for recipient signup, and details surrounding the process used, and whatever other information relates to the transaction or sign-up process used. This includes, but isn't limited to, date and time of sign up, IP address of signup, website signed up from, and whatever other information the client asked of the recipient at point of sign up.

Our clients certify that they will not use rented or purchased lists, email append lists, or any other list that contains email addresses captured in any other method than opt-in. The use of opt-out lists is prohibited in our system. retains the right to review client lists and emails to verify that clients are abiding by the privacy and permission policies set forth herein. Our clients are required to comply with our policies and all applicable law.

How do we protect your privacy?

We use strict security measures to protect against the loss, misuse and alteration of data used by our system. We promise to keep your email address secure and private and will not use it for other purposes. Please review our Privacy Policy for more details.

Why did you receive an email from our system?

You should only receive email from our system from some client of ours that you recognize signing up to receive email from. Our clients certify that all email addresses used in our system are opt-in names that have given permission to the client to send them email. As we indicate above, does not allow nor desire that any client use our email services to send unwanted mail or spam. If you don't recognize who sent you the message, see the next section.

Reporting Unwanted Mail as Spam

If you don't recognize who used the service to send you a given message, you can report it to us as spam by sending it to abuse@com. We receive, investigate, catalog, and take action based on these complaints. If you're worried that we would simply "list wash" your address without further investigation, feel free to report the message to whatever spam reporting entity you feel most comfortable working with. Spamcop at www.spamcop.net provides an easy way to report unwanted mail as spam. You can also use your email provider's (AOL, Hotmail, Yahoo) "report as spam" mechanism to notify the ISP that the message is spam. ISPs use this information to determine good senders from bad senders, and we regularly work with ISPs to take action based on that data. Alternately, there are reputable anti-spam blacklist groups that you can work with to identify an issue and inform service providers of that issue. We work with anti-spam blacklist groups and strive to address all issues to their satisfaction.

How do I get off an email list?

Each email sent through the system contains a link that allows subscribers to unsubscribe from receiving emails from the sender. Each email contains an easy and automated way for you to unsubscribe. You

may also change your expressed interests at any time. If you wish to unsubscribe or change your interests, simply follow the instructions at the bottom of any email. If you have received an unwanted email sent by the [REDACTED] system, please see above for options on how to handle and report an issue.

Will your information ever be shared, sold or rented?

We will never share, sell, or rent individual personal information without your advance permission, unless ordered by a court of law. Information submitted to us is available only to employees responsible for managing this data.

APPENDIX F-14 [REDACTED] SOFTWARE SUPPLEMENT

These terms apply to the address verification services provided as part of the Software (the "[REDACTED] Services"). The [REDACTED] Services are provided by [REDACTED] LC.

1. Additional Definitions.

Address is a human-readable and human-interpretable description of a delivery point to which mail or other physical objects can be delivered.

Content means any and all Address data, records and structures included in and associated with Address data provided in certain products.

Content Supplier is a third party, often a postal administration or postal operator that has provided [REDACTED] with data to be included in Content.

Content Update is a new version of Content containing updated, improved or enriched data.

Customer as used herein shall mean TBR or an Institution, as applicable.

False Negative is a result of the processing of an Address by the [REDACTED] Services where no correction is made while a knowledgeable human is able to make a correction.

False Positive is the result of the processing of an Address by the [REDACTED] Services where the correction or suggestion is not identical to the correct response as determined by a knowledgeable human.

Legal Entity means a single lawful and legally standing organization that has the capacity to be legally bound, and is uniquely identifiable from any other organization.

2. General License Terms.

Usage Data. In order for [REDACTED] to make certain license services available, [REDACTED] may collect certain information about Customer's use of such services for purposes of understanding how they are being used, including without limitation information about frequency and duration of usage ("Usage Data"). [REDACTED] reserves the right to aggregate such Usage Data in a form that does not identify Customer or any individual and use such aggregated Usage Data for [REDACTED] internal business purposes and use and disclose such aggregated Usage Data for preparing and issuing normative and benchmarking data. Except as otherwise provided hereunder, [REDACTED] agrees to hold all Customer-specific Usage Data as Confidential Information pursuant to the Agreement. As between the parties, [REDACTED] shall own all right, title, and interest in and to all intellectual property rights in all materials developed by or on behalf of [REDACTED] based on or including as a component thereof any such aggregated Usage Data and all generalized knowledge, skill, know-how and expertise relating to such information.

3. Data as a Service (DaaS) Address Content and Web Service Subscriptions.

The [REDACTED] Services set forth in this subsection are subscription based licenses or services that require the additional licensing of country-specific or other content. In addition to the terms set forth herein and in the Agreement, certain Content Suppliers impose certain fixed and non-negotiable terms and conditions that [REDACTED] is obliged to impose upon use of the Content ("Pass-through Terms"). The Pass-Through Terms are available at [http://www.\[REDACTED\].com/en/support/download.html?fbid=JN9Pexspgzi](http://www.[REDACTED].com/en/support/download.html?fbid=JN9Pexspgzi). By using the applicable [REDACTED] Services, Customer: (i) acknowledges having received and reviewed the Pass-through Terms, (ii) accepts the terms of the Pass-through Terms unconditionally, and (iii) understands and accepts the Pass-through Terms may be varied and/or augmented in the future by the Content Suppliers without notice. Any queries in regard to the Pass-through Terms may be addressed directly to the Content Supplier. Content Suppliers may from time to time require additional terms and conditions to be signed by the Customer and Customer agrees to do so immediately upon request or cease use of the Content.

Customer will receive applicable login details and/or passwords for Customer's users of the [REDACTED] Services. Customer is solely liable for any and all activities that occur on Customer's account, including activities resulting from any failure by Customer to maintain the confidentiality of such passwords. Customer will promptly notify [REDACTED] of any loss of password or breach of the terms applicable to the [REDACTED] Services without delay. Informatica may establish and update general policies concerning use of any [REDACTED] Service from time to time by email or written notification to Customer.

Customer will not use any [REDACTED] Service or any data or information that is accessed or delivered through or derived therefrom to take any action, or assist others in taking any action, that (i) is unlawful, harassing, invasive of another's privacy, abusive, threatening, harmful, obscene, defamatory, libelous or fraudulent, (ii) violates the personal privacy rights of others, (iii) victimizes, harasses, degrades, or intimidates any individual or group of individuals, (iv) constitutes unauthorized or unsolicited transmission of advertising, junk or bulk email, or other form of unauthorized solicitation or spam, (v) constitutes an attempt to impersonate any person or entity, (vi) is intended to omit, delete, forge, or misrepresent transmission information, (vii) is intended to cloak the identity or contact information of Customer or others, (viii) infringes or misappropriates any intellectual property of any third party, or (iv) interferes with or disrupts the use of the [REDACTED] Services. Customer acknowledges that [REDACTED] neither endorses the content of any communications made under Customer's account nor assumes responsibility for any material contained therein.

Customer agrees to comply with all applicable laws and regulations (including applicable laws regarding taxes, the transmission of technical data, privacy, encryption of software, export of technology, transmission of obscenity or permissible uses of intellectual property) and all then-current requirements, procedures, policies, and regulations of networks that Customer uses to connect to the [REDACTED] Services. [REDACTED] reserves the right to deny access to the Informatica Services to Customer or any user of Customer that violates any of the policies or restrictions set forth in this section.

Unless otherwise agreed in writing by the parties, Customer will have sole responsibility for and bear all risks associated with acquiring and operating its own technology environment, including but not limited to computers, digital certificates (if required), operating systems, servers, Internet access, local area networks, and wide area networks and shall pay any fees associated with such access.

Content is based on data supplied by the Content Suppliers and licensed to [REDACTED] for sublicensing to its Customers. [REDACTED] is entirely reliant on the Content Suppliers for the Content and in certain circumstances [REDACTED] may be unable to provide additional Content Updates or renewals of Content subscriptions owing to restrictions imposed by the Content Suppliers.

The Content may vary from Content Update to Content Update if some of the Content Suppliers alter the terms of their licenses or if the Content ceases to be available to [REDACTED] for resale.

Except where set forth otherwise in the Agreement and/or Order Form, Customer may not deliver the Content to any third parties without the prior written permission of [REDACTED] nor use the Content to provide a service to third parties. Customer may not make copies of the Content.

[REDACTED] and/or the Content Suppliers may audit use of the Content on behalf of its licensors to ensure Customer's usage is in accordance with the Agreement. [REDACTED] may request from Customer and make information on Content use available to the Content Suppliers at any time.

In the event of misuse of Content by Customer, Customer may be required to pay additional fees. Customer shall be fully liable for any and all additional fees arising due to misuse of the Content including but not restricted to any fines, penalties, damages or other fees payable to the Content Suppliers or third parties. Informatica may provide Customer's contact details to the Content Supplier for use in the event that the Content Supplier wishes to contact Customer directly for audit or any other reason.

[REDACTED] has compiled the Content using data obtained from third parties. In collating this data, [REDACTED] has applied the best possible care and made random checks to ensure accuracy, completeness and validity of data. However, it may be possible that Content may be inaccurate,

incomplete or invalid. Except as provided for under local law, neither [REDACTED] nor its licensor(s) accept liability for the accuracy or quality of the Content, which is used entirely at Customer's own risk. Both False Positives and False Negatives may occur. All Content and accompanying written materials are provided "as is" without warranty of any kind. Address matching and correction may generate incorrect results because fuzzy logic and algorithms are used. Further, [REDACTED] does not warrant, guarantee, or make any representations regarding the use, or the results of the use of the product or written materials, in terms of accuracy, reliability, currency or other qualities.

No trademarks used in the Content may be used or reproduced by Customer for any purposes. Customer must not systematically query the Content in order to create a copy of the underlying reference databases. The Content contains the intellectual property of the Content Suppliers and is licensed to the Customer on an annual basis subject to payment of the applicable fees. The Content remains the intellectual property of the Content Suppliers at all times. The Customer's own data and databases shall remain the property of Customer.

If one or more Addresses from the United Kingdom are processed by Customer, Customer acknowledges the right of Royal Mail on the basis of this contract to directly enforce all terms against Customer relating to the postal reference data. Employees and representatives of the Royal Mail are authorized to inspect applicable accounting and Content at Customer's site during general business hours and after adequate advanced notice in order to control the compliance with clauses concerning Royal Mail's data.

Data Protection: Customer shall observe the provisions of the European Data Protection Directive 95/46EC (Official Journal of the European Communities of 22 November 1995 No L. 281 p. 31) as enacted in the legislation Customer's country of use as well as any applicable data protection or data privacy legislation applicable ("Data Protection Legislation"), and in particular recognizes that if the Content is combined with additional data to create personal data, Customer shall be considered the Data Controller for that data, in accordance with the terms of the Directive. [REDACTED] accepts no liability for any breach of any applicable Data Protection Legislation arising from or related to Customer's use of the Content.

APPENDIX F-15 [REDACTED] RESTRICTED USE SOFTWARE SUPPLEMENT

1. Additional Definitions.
 - (a) "Client" means TBR or an Institution, as applicable.
 - (b) [REDACTED] Products" means any of the software provided to [REDACTED] by [REDACTED] ([REDACTED] and identified under the name [REDACTED] [REDACTED]" in an Order Form.
2. Ownership. [REDACTED] owns the [REDACTED] Products.
3. Restrictions on Use of [REDACTED] Products. Client's use of the [REDACTED] Products is subject to the applicable [REDACTED] License Information ("LI") document available at URL: [http://www-03\[REDACTED\].com/software/sla/sladb.nsf](http://www-03[REDACTED].com/software/sla/sladb.nsf). The terms and conditions set forth in the LI for each [REDACTED] Product (defined in the LI as a "Program") prevail over any other terms and conditions in the Agreement as it relates to a Program.
4. Additional Restrictions. In addition to and without limiting the restrictions set forth in an Order Form, Client's use of the [REDACTED] Products is subject to the following additional terms and conditions:
 - (a) Client has the right to use the [REDACTED] Products only in Object Code form;
 - (b) Use of the [REDACTED] Products is limited to the number and type of authorized users specified in an Order Form. Applicable user roles and associated limitations are set forth in the LI; and
 - (c) For the avoidance of doubt, in lieu of the limited warranty otherwise provided for in the Agreement, Client shall be provided with the limited warranty as applicable in the LI.

APPENDIX F-16 [REDACTED] SOFTWARE SUPPLEMENT

1. Additional Definitions.

(a) "Client" means TBR or an Institution, as applicable.

(b) [REDACTED] Component Systems" means the Component Systems identified in an Order Form as being subject to this Software Supplement.

2. Ownership. [REDACTED] owns the [REDACTED] Component Systems.

3. Restrictions on Use of [REDACTED] Component Systems. Client's use of the [REDACTED] Component Systems is subject to the following additional terms and conditions:

(a) Client has the right to use the [REDACTED] Component Systems only in Object Code form;

(b) Client acknowledges that the [REDACTED] Component Systems are proprietary to [REDACTED] and are supplied by [REDACTED] under license from [REDACTED]. Title to the [REDACTED] Component Systems shall at all times remain vested in [REDACTED] or its designated successor. Except for the right of use that is expressly provided to Client under the Order Form, no right, title or interest in or to the [REDACTED] Component Systems is granted to Client;

(c) To the extent permitted by Tennessee law, Client agrees that [REDACTED] makes no representations or warranties whatsoever to Client; and that [REDACTED] shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Client's use of the [REDACTED] Component Systems or related materials. This section 3(c) does not negate the limited warranties made by [REDACTED] in Section 7 of the Master Amendment;

(d) Client acknowledges and understands that the [REDACTED] Component Systems may only be used by the number and type of users for which the license has been granted, as otherwise specified in the Order Form; and

(e) Client acknowledges and agrees that [REDACTED] is a third party beneficiary of this Agreement with regard to the [REDACTED] Component Systems.

APPENDIX F-17 [REDACTED] SOFTWARE SUPPLEMENT

1. Additional Definitions.

- (a) "Client" means TBR or an Institution, as applicable.
- (b) "[REDACTED] Component Systems" means the [REDACTED], Inc. ([REDACTED]) proprietary Component Systems identified in an Order Form as being subject to this Software Supplement.

2. Restrictions on Use of [REDACTED] Component Systems. Client's use of the [REDACTED] Component Systems is subject to the following additional terms and conditions:

- (a) Client has the right to use the [REDACTED] Component Systems only in Object Code form, in accordance with the restrictions set forth in the Master Amendment;
- (b) Client is prohibited from making the [REDACTED] Component Systems available in any timesharing, service bureau, subscription service or rental arrangement, and from causing or permitting the reverse engineering, disassembly or decompilation of [REDACTED] Component Systems, in whole or in part;
- (c) Client will not remove or alter any trademark, copyright, confidentiality or other proprietary right notice in the [REDACTED] Component Systems;
- (d) The structure, organization and code of the [REDACTED] Component Systems are the valuable trade secrets and confidential information of [REDACTED]. Title to the [REDACTED] Component Systems shall at all times remain vested in [REDACTED] or its designated successor and does not pass in any way to Client or any third party. Except for the right of use that is expressly provided to Client under the Master Amendment, no right, title or interest in or to the [REDACTED] Component Systems is granted to Client;
- (e) To the extent permitted by Tennessee law, [REDACTED] makes no representations or warranties whatsoever to Client. TO THE EXTENT PERMITTED BY TENNESSEE LAW, [REDACTED] SHALL NOT BE LIABLE TO CLIENT FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, ARISING FROM THE CLIENT'S USE OF THE [REDACTED] COMPONENT SYSTEMS OR RELATED MATERIALS;
- (f) Client is prohibited from publishing any result of any benchmark tests run on the [REDACTED] Component Systems; and
- (g) [REDACTED] is a third party beneficiary of the Master Amendment with regard to the [REDACTED] Component Systems.

APPENDIX F-18 [REDACTED] TALENT MANAGEMENT SOFTWARE SUPPLEMENT

1. **Ownership:** [REDACTED] is owned by [REDACTED] Inc. (" [REDACTED] "). [REDACTED] and/or its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights in and to [REDACTED] and the associated Documentation, and [REDACTED] expressly reserves all rights not expressly granted to Client hereunder.
2. **Active Users.** The annual subscription fee for the [REDACTED] (also referred to herein as [REDACTED]) includes the total number of Active User licenses as specified in Exhibit A to which this Software Supplement is attached. On a regular basis (at least monthly), Client's access and use of [REDACTED] (including Client's total number of Active Users) will be reviewed. If and when Client's use of [REDACTED] exceeds the limitations on Active Users as provided herein during the Cloud Software Term, [REDACTED] will promptly notify Client of the increase and: (i) Client will be invoiced (in increments of 50 Active Users) for the increased number of Active Users, at additional subscription fees on a pro-rata basis for the remainder of the then-current Cloud Contract Year, and Client's payment will be due within thirty (30) days from the date of invoice; and (ii) annual subscription fees applicable to subsequent Cloud Contract Years will be increased to reflect the increase in Active Users. Upon payment of the applicable increase(s) in subscription fees as provided above, Client's total Active Users shall be increased to reflect the new total Active Users for which Client has paid the additional subscription fees. All such increase in annual subscription fees will be based on the standard fees, as set forth in the applicable Order Form. An "Active User" is a single, individual Client user established on [REDACTED] with a designation of "active" at any time during that calendar month [REDACTED] and Client have the ability to determine who is an Active User).
3. **Service Level Agreement (Availability):** In place of any other availability targets/guarantees and service level agreements otherwise provided for in this Order Form or in the Agreement, the Service Level Agreement attached to this Software Supplement as Attachment 1 will apply with respect to [REDACTED].
4. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY STATED IN THIS [REDACTED] SOFTWARE SUPPLEMENT, THE MASTER AMENDMENT OR ANY ADDENDUM TO THE MASTER AMENDMENT, [REDACTED] MAKES NO, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, GUARANTEES, AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WITH RESPECT TO [REDACTED] AND ANY RIGHT OF ACCESS THERETO, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE PRECEDING SENTENCE DOES NOT NEGATE THE LIMITED WARRANTIES MADE BY [REDACTED] IN SECTION 8 OF APPENDIX F-10 CLOUD SOFTWARE SUPPLEMENT TO THE MASTER AMENDMENT. EXCEPT AS SET FORTH IN THE SERVICE LEVEL AGREEMENT IN ATTACHMENT 1, NEITHER [REDACTED] NOR [REDACTED] WARRANTS THAT THE CLOUD SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE-VIRUS FREE OR COMPLETELY SECURE. THE CLOUD SOFTWARE IS SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THE SERVICE LEVEL AGREEMENT IN ATTACHMENT 1, [REDACTED] IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. [REDACTED] DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THIRD-PARTY CONTENT, THIRD-PARTY LINKS AND WEBSITES, AND ANY OTHER CONTENT NOT POSTED BY [REDACTED].

April 2, 2012

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

Re: [REDACTED] (“[REDACTED]”) and [REDACTED] Term License Extension –
Addendum 6

Addendum

In January 2012, [REDACTED] Inc., the parent company of the [REDACTED] line of business, sold that business to [REDACTED] LLC, a private equity firm with offices in San Francisco, California, USA. As part of the transaction, [REDACTED] combined the acquired [REDACTED] businesses with [REDACTED] Inc., an existing company within the [REDACTED] portfolio.

Specifically, with regard to the Tennessee Board of Regents, the result is that the 2004 Master Amendment with [REDACTED] Inc. (formerly, [REDACTED] Inc.), bearing an Amendment Date of December 16, 2004 (the “Amendment”), has been assigned, as permitted pursuant to Section 13 of the Amendment, to [REDACTED] Support Inc. and [REDACTED] L.P., who are affiliates and share a common parent company named [REDACTED] L.P. (collectively, [REDACTED]). [REDACTED] 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, [REDACTED] (successor by assignment to [REDACTED] Inc.) (“Licensor”) granted the Tennessee Board of Regents (“TBR”) a right of use to the [REDACTED] 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 [REDACTED] 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 [REDACTED] and [REDACTED] Component Systems through December 31, 2012.

By way of this Letter Addendum, the parties agree that the subscription term for both the Windstar and [REDACTED] 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:

- [REDACTED] 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.

- [REDACTED] 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 [REDACTED] Inc. for a separate instance of the [REDACTED] Component System. Until APSU has gone live with their own separate instance of the [REDACTED] 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 [REDACTED] Component System software once it goes live with their own separate instance of the software.)

- ² These institutions are currently not utilizing the [REDACTED] 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 [REDACTED] Component System or the [REDACTED] Component System beyond the Extension Term, TBR must contract directly with [REDACTED] or [REDACTED] 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.

[REDACTED] Company, L.P.,
successor by assignment to [REDACTED] Inc.

By: [REDACTED] 4/26/12

Name/Title: [REDACTED] Vice President - Finance

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

By: [Signature] JAD
Name/Title: JAMES MORROW, CHANCELLOR

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 ██████████ L.P. (successor by assignment to ██████████ Inc. which was formerly named "██████████ Inc." and hereinafter referred to as ██████████) 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, and Addendum Three with an effective date of December 21, 2009, Addendum Four with an effective date of January 1, 2011, Addendum Five with an effective date of January 31, 2012, and Addendum Six, 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 ██████████ 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 ██████████ 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 Seven Effective Date, the SMO services are detailed in Addendum Two to the 2004 Master Amendment, will continue to be provided by ██████████ through the Term of this Addendum Seven 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 w/out travel / w/travel	2014 w/out travel / w/travel	2015 w/out travel / w/travel	2016 w/out travel / w/travel	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 ██████████ 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. [REDACTED] will provide TBR with prepaid "standard level" registrations for twenty (20) TBR employees to [REDACTED] Live each year for the years 2013-2017.

For the each year during the Term of this Addendum, [REDACTED] 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 [REDACTED] licensees. Such support could include providing keynote speakers and/or conference materials; and [REDACTED] 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 [REDACTED] SMO employees, [REDACTED] presenters and four additional [REDACTED] attendees.

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

[REDACTED] L.P.

By: John Morgan
Name: John Morgan
Date: 12/18/12

By: [REDACTED]
Name: VP Finance
Date: 12/11/12

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

Accounts Receivable
Advancement
Advancement Self-Service
CSS Profile
Channels
Employee Self-Service
Faculty and Advisor Self-Service
Finance
Finance Self-Service
Financial Aid
Financial Aid Self-Service
General
Human Resources
Data Integration LDI
Position Control
Student
Student Self-Service

Workflow

Financial Aid FM Need Analysis

International Student and Scholar Management
International Scholar Dossier
Operational Data Store – ODS (Single instance only, does not include Sep-06 license)
Enterprise Data Warehouse – EDW (Single instance only, does not include Sep-06 license)
Integration for eLearning
Integration Technologies
ePrint

Basic
LDI Common
Platform

Campus Loan Manager – CLM

Attachment 2

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	██████████ L.P.
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:

██████████ 12/11/12 ██████████
VP Finance

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.

██████████ COMPANY L.P.

CERTIFICATE OF SECRETARY

I, ██████████, Secretary of ██████████ L.P., successor by assignment to ██████████ Inc., a company organized and existing under the laws of the State of Delaware (the "Company") on behalf of itself and its affiliates, do hereby depose and say that, without limitation, ██████████ is a Vice President; and that she, in such capacity, has the authority of the Company to execute and approve contracts and other instruments, a part of or incident to such contracts, on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand on this 12th day of December, 2012.

Kevin H. Boyle

Secretary

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

SWORN AND SUBSCRIBED BEFORE ME THIS 12th DAY OF DECEMBER, 2012.

Mary Ellen Roth
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MARY ELLEN ROTH, Notary Public
Malvern Boro., Chester County
My Commission Expires November 23, 2015

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 [REDACTED] Inc. ("[REDACTED]"), 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, [REDACTED] issued a Proposal (the "[REDACTED] 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 [REDACTED] Proposal, on or around November 4, 2011, TBR notified [REDACTED] that [REDACTED] was selected as the successful proposer for TBR RFP 12-0053. Pursuant to [REDACTED] 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

[REDACTED]
By: _____
Name: 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 [REDACTED] proprietary Component System.

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

The [REDACTED] Component System (" [REDACTED] ") is licensed as a "Subscription Service," meaning that [REDACTED] is a remotely-hosted, Software-as-a-Service (or "SaaS") based service provided by [REDACTED] 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 [REDACTED] is provided by [REDACTED] as a Subscription Service, certain components of [REDACTED] 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 [REDACTED] Subscription Service has certain performance responsibilities in connection with [REDACTED] 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 [REDACTED] Subscription Services. Technical support services for the [REDACTED] 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

– Hardware and Software Requirements

General

In order to install and configure the [REDACTED] 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 [REDACTED] database systems.

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

Hardware Requirements

To run the [REDACTED] Agent, an Institution will need one or more servers on which to install the [REDACTED] agent and its database. Note: While it is possible to run both the [REDACTED] Agent and the database on the same server, [REDACTED] recommends starting with a single server for the agent and another server for the [REDACTED] database. As the Institution's usage of [REDACTED] 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 [REDACTED] Core deployed at the [REDACTED] Data Center communicates with the [REDACTED] 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 [REDACTED] Agent installation requires the following software to be installed in the Institution's environment:

[REDACTED] database for the [REDACTED] Agent

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

[REDACTED]

The [REDACTED] Agent is written in Java. Prior to installing the [REDACTED] Agent, the Institution must install [REDACTED] or [REDACTED] on the server where the [REDACTED] Agent is installed. More information about [REDACTED] can be found at [REDACTED] com.

[REDACTED]

The [REDACTED] Agent runs in an [REDACTED] web container. Prior to installing the [REDACTED] Agent, the Institution must install Apache [REDACTED] on the server where the [REDACTED] Agent is installed. More information about [REDACTED] can be found at [REDACTED] org.

Learning Management Systems

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

Service Deployment and Setup For Adapters

Some [REDACTED] adapters require deployment of a web service with the system being accessed. For example, the [REDACTED] SIS adapter for [REDACTED] requires a web service to be deployed with the [REDACTED] 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 [REDACTED] Agent.

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 [REDACTED] Inc. ("[REDACTED]"), formerly named "[REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 w/out travel / w/travel	2012 w/out travel / w/travel	2013 w/out travel / w/travel	2014 w/out travel / w/travel	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 [REDACTED] 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. [REDACTED] will provide TBR with prepaid "standard level" registrations for fifteen (15) TBR employees to the [REDACTED] Summit each year for the years 2011-2015.

For the each year during the Term of this Addendum, [REDACTED] 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 [REDACTED] licensees. Such support could include providing keynote speakers and/or conference materials; and [REDACTED] 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 [REDACTED] SMO employees, [REDACTED] presenters and four additional [REDACTED] attendees.

SunGard will provide a seat for the TBR CIO on the [REDACTED] 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

[REDACTED] INC.

By: John Morgan
Name: Chancellor
Date: 12/17/10

By: [REDACTED]
Name: [REDACTED]
Date: 12/15/10

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

[REDACTED] Accounts Receivable
[REDACTED] Advancement
[REDACTED] Advancement Self-Service
[REDACTED] CSS Profile
[REDACTED] Channels
[REDACTED] Employee Self-Service
[REDACTED] Faculty and Advisor Self-Service
[REDACTED] Finance
[REDACTED] Finance Self-Service
[REDACTED] Financial Aid
[REDACTED] Financial Aid Self-Service
[REDACTED] General
[REDACTED] Human Resources

[REDACTED] Position Control
[REDACTED] Student
[REDACTED] Student Self-Service
[REDACTED] Web General

[REDACTED] College Board INAS [REDACTED]

[REDACTED] Operational Data Store – ODS (Single instance only, does not include Sep-06 license)
[REDACTED] Enterprise Data Warehouse – EDW (Single instance only, does not include Sep-06 license)
[REDACTED] Integration for eLearning
[REDACTED] Integration Technologies
[REDACTED] ePrint

* [REDACTED] Intelligent Gateway for Web
* [REDACTED] Suite for [REDACTED] (includes: [REDACTED])

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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:

[REDACTED]

December 14, 2016

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.

November 15, 2010

Mr. Tom Danford
CIO
Tennessee Board of Regents Office
1415 Murfreesboro Road
Suite 350
Nashville, TN 37217

Re: Federal Methodology Need Analysis Addendum

Dear Tom:

As you know, [REDACTED] Inc. (" [REDACTED] ") is pleased to present your Institution ("University") with this letter amendment which amends the latest Software Maintenance Agreement. The Terms that are defined in the Agreements have the meaning given to those terms in the Agreements whenever those terms are used in this Letter.

[REDACTED] has developed an on-line, on-demand service pursuant to which it will provide processing for Federal Methodology Need Analysis ("FM Need Analysis") updates via the internet. With this service, an institution will send data via a secure internet connection to [REDACTED] servers. The FM Need Analysis will be performed on such servers, and the results of the analysis will then be sent back to the institution. None of the institution's data will be stored by [REDACTED]

During the term that it is receiving Maintenance Services from [REDACTED] (the "Maintenance Term"), the University has elected to receive FM Need Analysis on-line, on-demand service in lieu of obtaining the College Board INAS FM updates and support on premises (there will be no change to the fees involved). This Addendum will document the terms and conditions, in addition to those set forth in the Agreements, which will govern the University's election of the FM Need Analysis.

1. During the Maintenance Term, [REDACTED] will provide the University with the FM Need Analysis, which the University will use only in the ordinary course of its business operations and only for its own internal business purposes.
2. The University affirms that the software, documentation and information that it will be receiving as part of the FM Need Analysis constitute "Confidential Information" of [REDACTED] as that term is defined in the parties' Software License and Services Agreement. Such Confidential Information is being made available to the University subject to the terms and conditions of the parties' Software License and Services Agreement.
3. The University agrees to maintain copies of all source data and current backup copies of all data supplied to [REDACTED] to be processed, and [REDACTED] shall have no liability for any loss or damage caused by the University's failure to maintain backup copies.
4. [REDACTED] represents that, in the course of providing the FM Need Analysis, it will maintain appropriate security measures to protect personal information consistent with all applicable state and federal laws and regulations.

- [REDACTED]
5. The University agrees to maintain adequate security controls to govern its access to the FM Need Analysis via the internet necessary for data privacy and confidentiality, data integrity, authorization, authentication and non-repudiation, and virus detection and eradication.
 6. In the event the University desires to terminate its right to receive the off-premises version of the FM Need Analysis, it shall be able to download and obtain the on-premises version of the FM Need Analysis Calculation, for its own internal use in a production instance, upon thirty (30) days notice to [REDACTED]

Kindly return a fully executed copy of this letter to the address noted below.

[REDACTED]
[REDACTED] PA [REDACTED]

Attention: [REDACTED]

We will provide you with the User ID and password to access the solution within 7 business days of receiving the fully executed copy of this letter.

Sincerely,
[REDACTED]

[REDACTED]
General Manager, Client Maintenance Program

AGREED TO:
Tennessee Board of Regents Office

By: John G. Morgan ^{BD}
Printed Name: John G. Morgan
Title: CHANCELLOR
Date: 1/5/11

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 [REDACTED] Higher Education Inc. (" [REDACTED] "), formerly named " [REDACTED] 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

Handwritten signature in black ink, appearing to read "J.M./G.P.B."

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



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.

INC.

DATE: 12/16/09

Printed Name and Title: _____

SVP & CFO

TENNESSEE BOARD OF REGENTS

Charles Manning
Charles W. Manning, Chancellor *JMS*

DATE: 12/21/09

JMS

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.



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 [REDACTED] Inc. ("[REDACTED]"), formerly named "[REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED]), and Customization Maintenance and program development based on TBR prioritization, will be provided through the services of five (5) [REDACTED] full-time SMO employees in the TBR Nashville offices and at the direction of TBR. In the event that any of the five [REDACTED] SMO employees shall be absent, [REDACTED] 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) [REDACTED] full-time-SMO employees shall (a) be provided those [REDACTED] 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 [REDACTED] and "knowledge bases"; (c) have opportunities to participate in relevant [REDACTED] programs and focus groups; and (d) have access to and assistance from [REDACTED] developers, designers, and programmers as necessary and/or appropriate for their performance. Throughout the Term, [REDACTED] shall provide an annual face to face meeting between [REDACTED] 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, [REDACTED] will not provide TBR with any so-called "training days" (functional and technical training services provided by [REDACTED] 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 [REDACTED] 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. [REDACTED] will provide TBR with prepaid "standard level" registrations for fifteen (15) TBR employees to the [REDACTED] Summit each year for the years 2009-2013.

For the each year during the Term of this Addendum, [REDACTED] 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 [REDACTED] licensees. Such support could include providing keynote speakers and/or conference materials; and [REDACTED] 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 [REDACTED] SMO employees, [REDACTED] presenters and four additional [REDACTED] attendees.

[REDACTED] will provide a seat for the TBR CIO on the [REDACTED] 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 [REDACTED] Software-Limited Use CampusWide License Component System shall be provided by [REDACTED].

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.

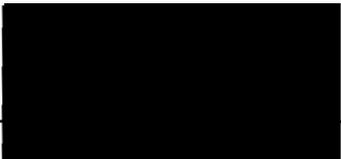
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- b. The State may contract with an 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

 INC.

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

By: 
 Name: VICE PRESIDENT, FINANCE
 Date: 12/30/08

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

Accounts Receivable
Advancement
Advancement Self-Service
CSS Profile
Channels
Employee Self-Service
Faculty and Advisor Self-Service
Finance
Finance Self-Service
Financial Aid
Financial Aid Self-Service
General
Human Resources
Data Integration LDI
Position Control
Student
Student Self-Service
Workflow
College Board INAS

Operational Data Store – ODS (Single instance only, does not include Sep-06 license)
Enterprise Data Warehouse – EDW (Single instance only, does not include Sep-06 license)
Integration for eLearning
Integration Technologies
ePrint

Basic
LDI Common
Platform

Campus Loan Manager – CLM

* Full Use Tserve Intelligent Gateway for Web

* Payment Gateway Suite for (includes: , Payment Plan Manager for)

* Beginning January 1, 2010, will no longer provide any Improvements/Maintenance services to TBR or any Institution for any 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 Information Systems, Inc. in order to obtain Improvements/Maintenance or similar support services for all products.

Products no longer supported under SMO:

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

ATTACHMENT 2 TO ADDENDUM TWO

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	 Inc.
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:

 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.


VICE PRESIDENT, FINANCE

2004 MASTER AMENDMENT

**Between
The Tennessee Board of Regents
and
[REDACTED] 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 [REDACTED] 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 [REDACTED] or [REDACTED] obligation to provide Improvements therefor during the term of this Amendment, [REDACTED] 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 [REDACTED] stops granting licenses for the Component System in question; and [REDACTED] 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 [REDACTED] thereto.

“Baseline” means the general release version of a Component System as updated to the particular time in question through both [REDACTED] 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 [REDACTED] 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 [REDACTED] and [REDACTED] 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 [REDACTED] provided software system licensed to TBR or an Institution by [REDACTED] 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 [REDACTED] 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 [REDACTED] has been provided with enough information for [REDACTED] to replicate the deviation on a computer configuration which is both comparable to the computer configuration for which [REDACTED] created the Customization and which computer configuration is under [REDACTED] 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 [REDACTED] will agree upon in writing in each instance for a Customization, and from which Customization Specification [REDACTED] 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 [REDACTED] place of shipping (generally, Malvern, Pennsylvania).

“Documentation” as it refers to any Baseline Amendment Date Component System, means: (i) the then-current [REDACTED] 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 [REDACTED] 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 [REDACTED] has been provided with enough information to enable [REDACTED] 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 [REDACTED] created such Customization) and is under [REDACTED] 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 [REDACTED] 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 [REDACTED] required third party databases and hardware/software peripherals, all located within the United States of America and for which [REDACTED] 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 [REDACTED] employees engaged to provide SMO Services or other Information Services to TBR on a full-time basis, including two or more such [REDACTED] employees whose collective employment effort is the full-time employment equivalent of a single [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] list containing the prices at which [REDACTED] makes its products and services generally available to institutions of higher education in the United States.

“Maintenance” means the provision of Improvements by [REDACTED] 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, [REDACTED] will provide Licensee with all new releases of the Baseline Component Systems that Licensee licenses from [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] pursuant thereto, and the Institution to which [REDACTED] is to provide the same in each instance. [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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. [REDACTED] 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 [REDACTED] Proposal, General Overview, which Proposal Section is expressly incorporated into this Amendment by this reference for purposes of the definition of “Documentation.”

“[REDACTED] Proprietary Component System” means, in each instance, one (1) of the Available Software Component Systems identified in Attachment B under the heading of “[REDACTED] Proprietary Component System.” An [REDACTED] Proprietary Component System is an Available Component System for which [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED]. Each Statement of Work will be deemed incorporated into this Amendment by reference without further action by either party. [REDACTED] 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

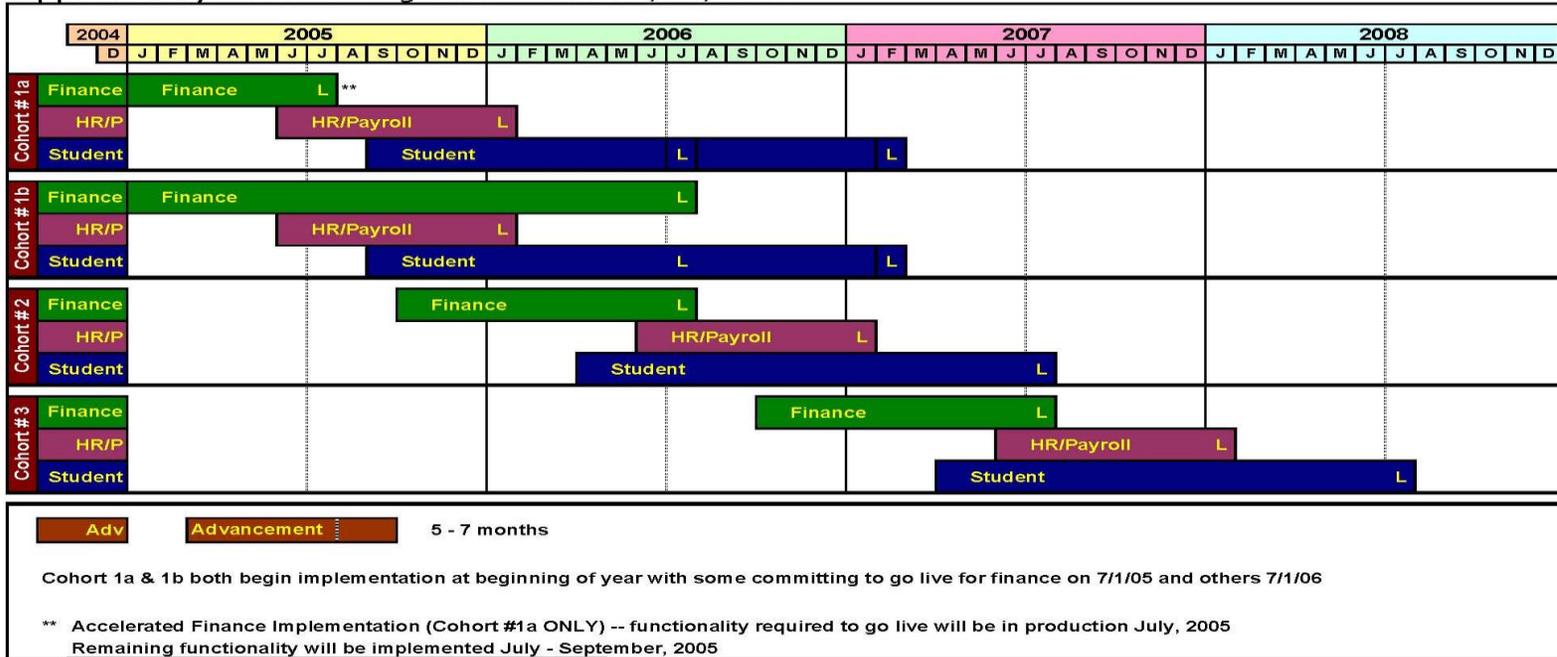
The parties will develop a definitive Project Plan, with an implementation schedule setting out the projected time frames for the implementation of the Amendment Date Component Systems for each Cohort/Institution, with such definitive Project Plan to be based upon the preliminary Project Plan timeline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

The definitive Project Plan will contain a schedule setting out the projected dates for █████ 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, █████ will provide Licensee with a report at the time that █████ 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 █████ believes must still be completed (and identifying whether such tasks are the responsibility of █████ 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 █████ will provide TBR with a true and correct copy thereof for inclusion into this Amendment.

TBR Banner (ERP) Implementation Schedule
 Approved by the Steering Committee 12/09/2004



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 ██████████ Inc. (“█████████” formerly named “█████████ Software & Resource Management Corporation,” and legal successor by merger to “█████████ Software & Technology Services, Inc.”)

Background

█████████ 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 ██████████ 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. ██████████ in response to the TBR RFP, submitted a certain proposal entitled ██████████ Response to Tennessee Board of Regents' Request for Proposal for an Enterprise Resource Planning System RFP 2004-05 and dated June 17, 2004 (“█████████ Proposal”). Based upon the TBR RFP and the ██████████ Proposal, the parties engaged in good faith negotiations for the acquisition by TBR from ██████████ 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 ██████████ (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 ██████████ prior to the Amendment Date; and (d) TBR and each Institution will have the right to obtain a license to use additional ██████████ provided software systems, and maintenance/support for such additional software systems, and additional/other information technology services related to such additional ██████████ 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. ██████████ 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, ██████████ owns the Licensed Software.

3. License. Subject to the terms and conditions of this Amendment, ██████████ 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, [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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. [REDACTED] 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, [REDACTED] 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 █████ 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 █████ 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 █████ in accordance with the terms and conditions of the contract documents giving rise to such obligation of payment to █████ █████ 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. █████ 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 █████ to develop a Project Plan that identifies █████ TBR's, and each Institution's responsibilities. Such Project Plan shall be subject to █████ approval, which approval █████ shall not unreasonably withhold.

(1) █████ Overall Responsibilities. Each Project Plan will specify the training, functional product consulting, and technical consulting that █████ 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 █████ Responsibilities of TBR's project manager will include:

- Daily access by █████ for project coordination;
- Establishment and daily management of TBR implementation plans;
- Review of all █████ 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 █████ 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 █████ 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 [REDACTED] with non-exclusive access to the Equipment, at no cost to [REDACTED] 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 [REDACTED] as [REDACTED] may reasonably request for the purpose of rendering the Information Services. Without limitation of the foregoing, TBR and each Institution will provide [REDACTED] with all of the following without charge as reasonably necessary for [REDACTED] 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 [REDACTED] reasonably requests operation for the purposes of rendering the Implementation Services; (2) the right for [REDACTED] 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 [REDACTED]; (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 [REDACTED] personnel, including parking space; and (7) other assistance as reasonably requested by [REDACTED] personnel, and such office equipment and services such as desks, chairs, word processors, telephone, copying and other equipment and services appropriate to accommodate [REDACTED] personnel.

(c) Additional Support. TBR will provide, at its sole expense, electronic access to the TBR Environment from any of [REDACTED] facilities.

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

Remote access will be provided to [REDACTED] on a twenty-four-hour-per-day, seven-day-per-week basis if the computer and communications facilities are scheduled for operation and [REDACTED] usage does not degrade the normal production use of the computer in any material respect. All disk storage allocated to [REDACTED] 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, [REDACTED] 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, [REDACTED] 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, [REDACTED] will re-deliver any Baseline Component System that has not been received at the Delivery Address by the 30th day following the date that [REDACTED] 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 █████ 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 █████. Except as otherwise provided for in an Attachment, █████ 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 █████ reasonable travel and living expenses actually incurred in providing Maintenance and Information Services ("Expenses"). █████ 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 █████ 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, █████ 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 █████ 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, █████ 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 [REDACTED] and Remedy For Breach. For each Component System, [REDACTED] 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, [REDACTED] 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, [REDACTED] 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, [REDACTED] 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 [REDACTED]. These remedies are exclusive and are in lieu of all other remedies for breach of this limited warranty, and [REDACTED] sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Limited Customizations Warranty by [REDACTED] and Remedy For Breach. For each Customization, [REDACTED] 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 [REDACTED] developed the Customization, will operate without Documented Defects. For each Documented Defect, [REDACTED] 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, [REDACTED] 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, [REDACTED] 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 [REDACTED]. These remedies are exclusive and are in lieu of all other remedies for breach of this limited warranty, and [REDACTED] 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. [REDACTED] 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 [REDACTED] 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, [REDACTED] will re-perform such Information Services, at no additional services fee. If, despite its diligent, good faith and repeated efforts, [REDACTED] 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 [REDACTED]. These remedies are exclusive and are in lieu of all other remedies for breach of this limited warranty, and [REDACTED] 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, [REDACTED] 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. [REDACTED] EXPLICITLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. [REDACTED] 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.

(c) 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 █████ modifies the Baseline Component System or Customization, as applicable; or (ii) TBR does not implement changes that █████ provides to correct or improve the Baseline Component System or Customization, as applicable. If despite any modification of the Component System or Customization, █████ can replicate the reported problem as if the problem were a Documented Defect, then █████ 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. █████ 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 █████ 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 █████

(a) Defense of Claim and Conditions of Defense. █████ 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. █████ obligations under this indemnification are expressly conditioned on the following: (i) █████ must be notified promptly of any such claim; (ii) █████ must be granted control of the defense of any such claim and of all negotiations for its settlement or compromise, provided that █████ 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 █████ 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 █████ 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 █████ in writing as necessary for use with the Licensed Software) from the use or combination of products provided by █████ 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 █████ opinion is likely to become, the subject of a United States copyright infringement claim, then █████ 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, █████ is unable to provide the remedies described in either (A) or (B) above, then █████ will refund, as applicable, the license fee paid to █████ 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 █████ 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] for any material breach of any licensing term, condition or restriction, each applicable Institution will promptly return to [REDACTED] or (at [REDACTED] request) will destroy all copies of the Component Systems in question, and will certify to [REDACTED] 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 [REDACTED] then subject to the provisions of the Agreement, TBR shall have the right to assert a claim against [REDACTED] without terminating the Agreement as a condition precedent to the assertion of such claim; and thereupon, all licenses granted by [REDACTED] pursuant to this Amendment and/or any other written agreement between [REDACTED] 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, [REDACTED] 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.

11. 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 [REDACTED]
Legal Department
[REDACTED]
[REDACTED] PA [REDACTED]
FAX number [REDACTED]

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, [REDACTED] assignment of this Amendment or of any [REDACTED] rights pursuant to this Amendment to [REDACTED] successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets, or [REDACTED] assignment of this Amendment to any entity which now or in the future is controlled by, controlling or under common control with [REDACTED] will not be considered "prohibited assignments" for purposes of this Amendment, provided that the party to whom [REDACTED] 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, [REDACTED] will have no right to assign this Amendment, or any of [REDACTED] 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 [REDACTED] 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 [REDACTED] under this Amendment, and further represents that notwithstanding any other term or condition of this Amendment, TBR has encumbered sufficient funds to pay [REDACTED] 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 [REDACTED] the "Total License Fee" amount provided for in Attachment D for the Amendment Date Component Systems.

(b) Non-Discrimination. [REDACTED] 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 [REDACTED] 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. [REDACTED] 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. [REDACTED] will maintain documentation for all charges against the TBR under or pursuant to this Amendment. The books, records and documents of [REDACTED] 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 [REDACTED] business hours, upon reasonable notice by the TBR or its duly appointed representatives. Such [REDACTED] financial records will be maintained in accordance with generally-accepted accounting principles.

(d) Insurance. Throughout the Term, [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED]. 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, [REDACTED] 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 [REDACTED] and TBR and/or [REDACTED] 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. [REDACTED] 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 [REDACTED] in connection with any work contemplated or performed relative to this Amendment.

18. Miscellaneous Services.

(a) Demonstrations and Presentations by [REDACTED] During the term of the Amendment, TBR may request up to two times a year, an [REDACTED] 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, [REDACTED] 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 [REDACTED] 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 [REDACTED]

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

(d) Pillar. [REDACTED] will provide a seat for the TBR CIO on the [REDACTED] 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 [REDACTED] 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 [REDACTED] Proposal, each of which is deemed deleted in each place in which the same appears in the [REDACTED] 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 [REDACTED] [REDACTED] 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.

[REDACTED] INC

TENNESSEE BOARD OF REGENTS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[REDACTED]
[REDACTED] PA [REDACTED]
FAX [REDACTED]

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 [REDACTED] 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 [REDACTED] can confirm that it is a configuration on which [REDACTED] supports use of the Licensed Software. [REDACTED] will then advise TBR whether [REDACTED] supports or does not support use of the Licensed Software on the proposed configuration. If [REDACTED] does not support use of the Licensed Software on the proposed configuration, TBR must propose a new configuration until [REDACTED] 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 [REDACTED] supported versions of certain software products and software/hardware peripherals. By this notice, [REDACTED] is advising TBR that TBR should consult with its [REDACTED] 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
[REDACTED] Student (includes Student and Faculty Self-Service functionality)	Yes	None
[REDACTED] Financial Aid	Yes	None
INAS for Financial Aid	Yes	INAS Software Supplement
[REDACTED] Finance	Yes	None
[REDACTED] Human Resources (includes Employee Self-Service functionality)	Yes	None
[REDACTED] (for use with [REDACTED] Student and [REDACTED] Finance)	No	[REDACTED] Software Supplement
[REDACTED] Advancement (includes Advancement Self-Service functionality)	Yes	None
[REDACTED] Finance Self-Service	Yes	None
Workflow	Yes	None
[REDACTED] Basic ¹	Yes	[REDACTED] Basic Software Supplement
Campus Loan Manager – [REDACTED] Upgrade	Yes	None
ODS and EDW Bundle ²	Yes	None
[REDACTED] – multi-campus deployment	Yes	[REDACTED] Software Supplement
[REDACTED] Payment Gateway Software	No	[REDACTED] Software Supplement
[REDACTED] Student Accounts Solution	No	[REDACTED] Software Supplement
[REDACTED] Software – Limited Use Campus Wide License (See “[REDACTED] Table Attachment” for [REDACTED] Detail Tables)	No	[REDACTED] Software Supplement- Limited Use Campus Wide Version

(Continued on following page)

Notes to Table 1:

¹ [REDACTED] Basic Component System license included only for those 14 Institutions that, as of the Amendment Date, did not have a license to use any [REDACTED] 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)
[REDACTED] 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 [REDACTED] prior to the Amendment Date)	No	[REDACTED] Supplement	Execution Date – December 31, 2009 (Execution Date)
[REDACTED] ²	No	[REDACTED] Software Supplement	January 1, 2006 – December 31, 2009 (January 1, 2006)

Notes to Table 2:

¹ The [REDACTED] Component System is made available on a subscription basis, with materials to be accessed electronically at a remote site, and the [REDACTED] 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 [REDACTED] Component System, and the hosted Baseline [REDACTED] Component System, and accordingly, in each instance, [REDACTED] 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 [REDACTED] of the ongoing annual usage fees for that Component System, as provided for in Attachment D.

² The right of use for the [REDACTED] 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 ██████████
COMPONENT SYSTEM:**

Baseline Component System(s) ¹	Contract Year Begins/Ends	Expiration Date ²
Plus to ██████████ LEAP Component Systems		
██████████ Student (includes Student and Faculty Self-Service functionality)	January 1/December 31	December 31, 2009
██████████ Financial Aid	January 1/December 31	December 31, 2009
INAS for Financial Aid	January 1/December 31	December 31, 2009
██████████ Finance	January 1/December 31	December 31, 2009
██████████ Human Resources (includes Employee Self-Service functionality)	January 1/December 31	December 31, 2009
██████████ (for use with ██████████ Student and ██████████ Finance) ³	January 1/December 31	December 31, 2009
██████████ 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
██████████ 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
██████████ – multi-campus deployment	January 1/December 31	December 31, 2009
██████████ Payment Gateway Software ³	January 1/December 31	December 31, 2009
██████████ 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
██████████ Tserve (FU) ³	January 1/December 31	December 31, 2009
██████████ Payment Gateway for Web ³	January 1/December 31	December 31, 2009
██████████ Payment Gateway Enterprise ³	January 1/December 31	December 31, 2009
██████████ 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, [REDACTED] 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, [REDACTED] obligations will be limited to providing Licensee with such Improvements as the third party owner of such Component System provides to [REDACTED]

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

Table 3(b) - MAINTENANCE FOR [REDACTED] BASELINE COMPONENT SYSTEMS:

Baseline Component System ^{1,2}	Contract Year Begins/Ends	Expiration Date
[REDACTED] Software – Limited Use CampusWide License (See [REDACTED] Table Attachment ³)	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 [REDACTED] is NOT providing Licensee with any Improvements for the [REDACTED] Component System. Maintenance for the Baseline [REDACTED] Component System is provided to Licensee directly by [REDACTED] Corporation, and not by [REDACTED] and all obligations in connection with the provision of such maintenance are obligations of [REDACTED] Corporation, and not [REDACTED]. Such maintenance services will be provided by [REDACTED] Corporation in accordance with [REDACTED] Corporation's then-current practices and procedures. The [REDACTED] Maintenance fees for the period from the Execution Date through December 31, 2009, inclusive, are payable to [REDACTED] and [REDACTED] in turn will remit the applicable [REDACTED] Maintenance fee amounts to [REDACTED] 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 [REDACTED] Component Systems directly to, [REDACTED] Corporation. .

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

Baseline Component System ¹	Contract Year Begins/Ends	Expiration Date ²
[REDACTED] International Tax Navigator ³	January 1/December 31	December 31, 2009
[REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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, [REDACTED] obligations will be limited to providing Licensee with such Improvements as the third party owner of such Component System provides to [REDACTED]

(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 [REDACTED] to create as of the Amendment Date)

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

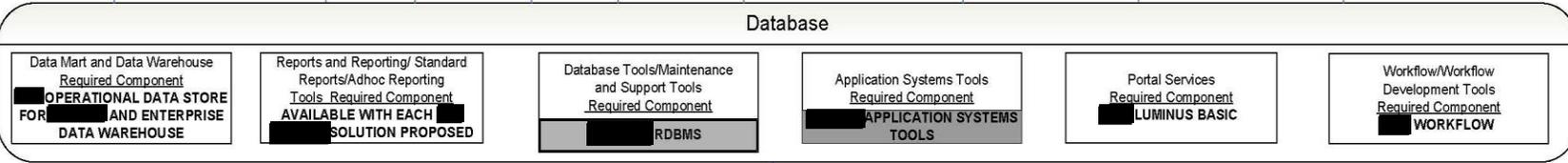
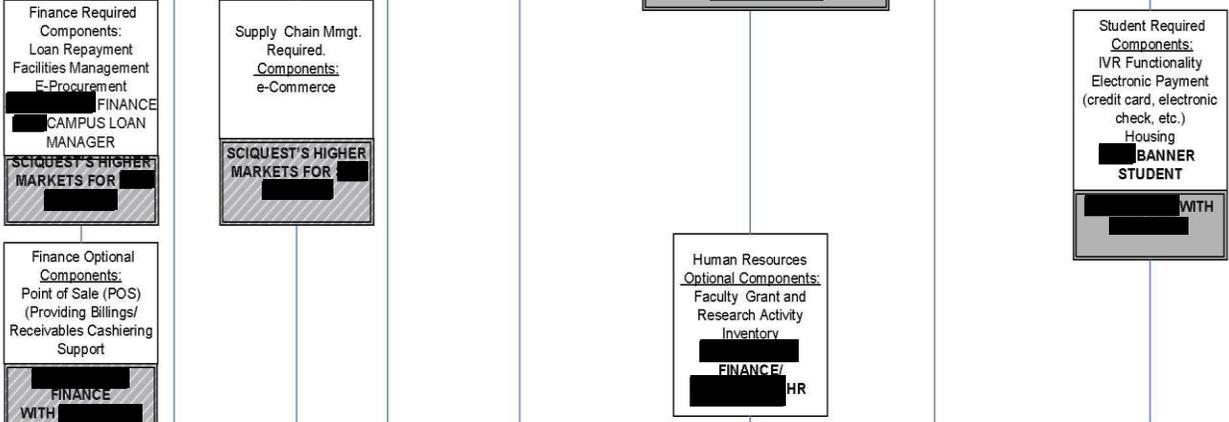
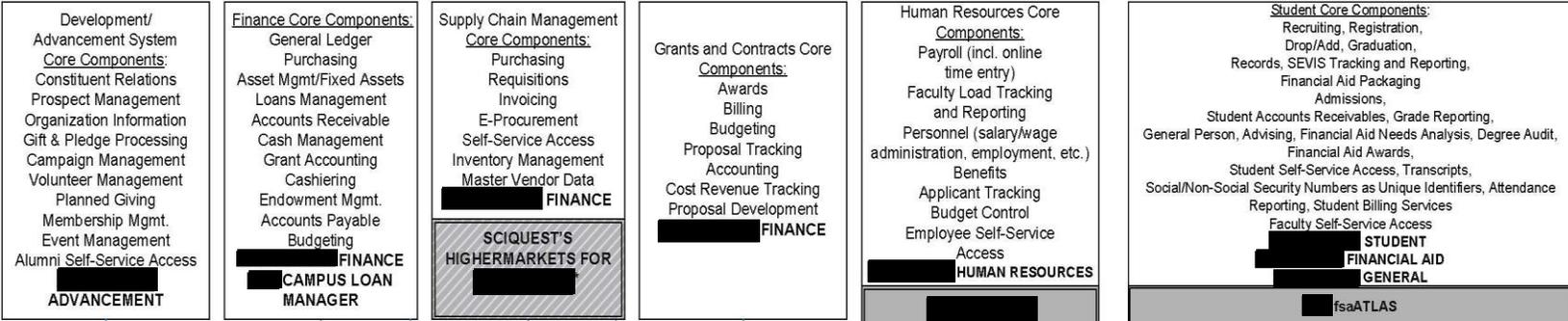
OPTIONAL TERMINATION DATE: In accordance with and as otherwise provided for in Section 3 of Attachment H, Maintenance Agreement, Licensee will have the Early Termination Right with regard to both the SMO Services and the provision of Improvements for any or all of the Baseline Component Systems identified 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.**

██████ Table Attachment

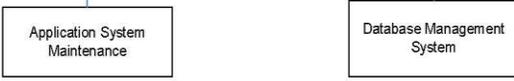
██████ Software -Description

<u>Description/License Type</u>	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
██████ 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

SOLUTIONS



KEY:
 [Grey Box] Third Party Partner
 [Hatched Box] 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
 travel & lodging

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APPENDIX A-1

SATELLITE MAINTENANCE ORGANIZATION SERVICES

General:

During the Term, [REDACTED] will staff an SMO office with four (4) [REDACTED] 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 [REDACTED] 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 [REDACTED] pursuant to this Amendment, and for software modifications that [REDACTED] has created for TBR/the Institutions prior to the Amendment Date) and related support for the Component Systems and the legacy Plus Major Systems. [REDACTED] 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. [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] database administrators (See Appendix A-2) shall assume total version control responsibilities for the delivery and operational status at each Institution of [REDACTED] [REDACTED] [REDACTED] and the additional Amendment Date Component Systems. [REDACTED] will assume total database administration responsibilities for the [REDACTED] 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, [REDACTED] will deliver all Information Services, including all training, all consulting, and all education, as provided for in this Attachment A, and, accordingly, [REDACTED] shall be accountable and responsible for its efforts for every implementation of the [REDACTED] [REDACTED] and [REDACTED] [REDACTED] 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

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

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

The ■■■■ Engagement Manager will:

- Facilitate the relationship between ■■■■ 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 ■■■■ Information Services.
- Elevate production-critical software issues to the appropriate levels within the ■■■■ organization.
- Elevate management issues to the appropriate ■■■■ senior executives.
- Recommend resolutions for complex project issues escalated by the project Steering Committee to the executive level.
- Report to both TBR and ■■■■ executive management in a timely manner.

At or near the end of each Cohort implementation, ■■■■ 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 ■■■■ has performed its obligations as identified in the above-referenced project documents.

■■■■ ■■■■ Database Administration Services

For the period beginning on or about January 1, 2005, through December 31, 2008, inclusive, ■■■■ will provide TBR with the full-time services of database administrators. The first ■■■■ database administrator will begin to provide services on or about January 1, 2005, and the second ■■■■ 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 ■■■■ 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, ■■■■ 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. ■■■■ will review and monitor each Institution's ■■■■ environment and operating characteristics of the ■■■■ ■■■■ Baseline Component Systems, and propose needed changes, upgrades, and tuning adjustments as necessary.
- ■■■■ staff will coordinate with data processing and administrative staff to assist in or implement the needed changes.
- ■■■■ 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, ■■■■ will assist in developing the policies and procedures regarding the administration of the ■■■■ ■■■■ 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.

- [REDACTED] will upgrade the [REDACTED] [REDACTED] Baseline Component System(s) by installing such [REDACTED] [REDACTED] 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, [REDACTED] 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: █████ 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 █████ 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 █████
- 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 [REDACTED]

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 [REDACTED] Self Service to allow the student to see the prescribed course requirement via [REDACTED] 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 [REDACTED]
- Self Service Mod
- 2 Reports

2. 1989 ADMISSIONS REQUIREMENT PROCESSING

SECTION 1: GENERAL INFORMATION

TRACKING TBR 002
NUMBER:

COMPONENT SYSTEM: [REDACTED] 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

[REDACTED] [REDACTED] 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 [REDACTED]
- 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

█████ 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: █████ Student

ESTIMATE OF EFFORT: 74 Hours

SECTION 2: GENERAL DESCRIPTION OF BUSINESS REQUIREMENT

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

SECTION 3: GENERAL DESCRIPTION OF CUSTOMIZATION EFFORT

■■■■■■■■■■ 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 ■■■■■■■■■■. 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 ■■■■■■■■■■
- 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: ■■■■■■■■■■ 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 ■■■■■■■■■■
- 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 [REDACTED] 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: █████ 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 █████ without modification to baseline forms, tables or processes.
- █████ HR will be the “authoritative source” for insurance reporting.
- There is no requirement to interface employee Health Insurance information from the State to █████

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 [REDACTED]
- 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 [REDACTED] to the State. One batch process is required to extract employee data (additions, changes, & terminations) from [REDACTED] 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: [REDACTED] 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 [REDACTED] 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 [REDACTED]
- 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 crate a single hard-copy report and an electronic file to be sent to the State.

7. TSAC STATE GRANT ROSTER

SECTION 1: GENERAL INFORMATION

TRACKING TBR 020
NUMBER:

COMPONENT SYSTEM: [REDACTED] 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 [REDACTED] 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 [REDACTED]
- 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 [REDACTED] Financial Aid to accommodate the communication between TSAC and [REDACTED] 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).	

9. ENROLLMENT WARNING FOR FINANCIAL AID APPLICANTS

SECTION 1: GENERAL INFORMATION

TRACKING TBR 022
NUMBER:

COMPONENT SYSTEM: [REDACTED] Student [REDACTED] Web For Student [REDACTED] 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 [REDACTED]
- 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

[REDACTED] pages that should have the warning validation added are:

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

[REDACTED] 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: ██████ 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 ██████ 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 ██████
- 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 ██████ 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 [REDACTED] 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)
- [REDACTED] 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: [REDACTED] 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 [REDACTED]
- 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 [REDACTED] 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 [REDACTED]. 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 [REDACTED]. 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

[REDACTED] 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, [REDACTED] 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 [REDACTED] created for Southwest Tennessee State University’s use for the [REDACTED] [REDACTED] Component System, at no additional usage fee therefor. [REDACTED] 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: █████ PROPRIETARY COMPONENT SYSTEMS

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

█████ 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)
█████ █████
█████ PocketRecruiter
Operational Data Store (ODS) - █████ based version
Enterprise Data Warehouse (EDW) █████ based version
ODS and EDW Bundle

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

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
██████ 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
██████ For ██████ Services
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
e-print Implementation Services
optional on-site product training at Client's location
██████ Services
██████ Implement includes remote install, plan,train,consult)
██████ Enterprise Implementation Tiers I - III
██████ Enterprise Implementation Tiers IV - X
Optional Add-on Acclimation Services
Optional Add-on Program Implementation
Optional Add-on Portfolio Template Services
██████ Training at the Education Center
██████ Onsite Training

████████ Services
████████ Basic Services
████████ Basic Services Trainer Certification License
████████ Foundation Services
████████ Foundation Services Trainer Certification License
Upgrade CP3.2 to ██████ Basic
Upgrade WP3.2 to ██████ Basic Trainer Certification License
Upgrade CP3.2 to ██████ Foundation
Upgrade WP3.2 to ██████ Foundation Trainer Certification License
████████ Premier
████████ Data Integration for eProcurement
████████ Data Integration for eLearning Service
████████ Data Integration for eLearning Migration Services
████████ 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>fsaAtlas Services</i>
Implementation Services with ██████ 5.x
Implementation Services with ██████ 6.x
Implementation Services with Plus SIS 1.19 and 1.20
Implementation Services - Non-████████ 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>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

██████████ Payment Gateway Remote Installation
██████████ WEBCHECK/WEB Remote Installation
██████████ Gateway for IVP
██████████ MarketPlace
Section III Services
<i>Remote ██████████ 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 ██████████ 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 ██████████ Component System through ██████████ only through December 31, 2010, for an additional fee (such additional amount which would be payable to ██████████ 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 ██████████ to order and obtain continuing annual subscription usage rights for the ██████████ 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 ██████████ 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 ██████████ Corporation to order and obtain Maintenance for the Baseline ██████████ Component System.

(Continued on following page)

D. [REDACTED] 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 [REDACTED] Component System through [REDACTED] only through December 31, 2010. Thereafter, absent an additional amendment to the Agreement providing for such additional right, Licensee must contract directly with [REDACTED] to order and obtain continuing annual subscription usage rights for the [REDACTED] 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, [REDACTED] personnel bill for preparation, followup and actual travel time (to be limited to four hours per travel leg, per person). [REDACTED] will use good faith, diligent efforts to use regionally-based personnel to limit travel time. [REDACTED] 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 [REDACTED] for travel and associated expenses that [REDACTED] 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 [REDACTED] 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, [REDACTED] 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 [REDACTED] for goods or services provided pursuant to such other amendments, order forms and/or other contractual documents. The amounts to be paid to [REDACTED] pursuant to such other amendments, order forms and/or contractual documents are not included in the amounts otherwise payable to [REDACTED] pursuant to this Amendment, and this Amendment does not extinguish the obligations of Licensee/such other Institutions to pay [REDACTED] 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 ■■■■ 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
██████████ MarketPlace
██████████ e-Check
██████████ Payment Gateway Enterprise
(East Tennessee State University)
Campus Loan Manager (CLM)
(Jackson State Community College)
██████████ Payment Gateway for Web
██████████ ██████████
██████████ ██████████
(University of Memphis)
██████████ Premier
(Middle Tennessee State University)
██████████ Premier
e~Print Site License
(Tennessee State University)
██████████ Foundation
██████████ e-Check
██████████ Payment Gateway Enterprise
(Columbia State Community College)
e~Print Site License
(Roane State Community College)
██████████ e-Check
██████████ Payment Gateway Enterprise
e~Print Site License
██
(Nashville State Technical Institute)
e~Print Site License
(Motlow State Community College)
██████████ Payment Gateway for Web
(Southwest Tennessee Community College)
██████████ Web-Check
██████████ Payment Gateway Enterprise
██████████ 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 [REDACTED] INC. ([REDACTED])

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 [REDACTED] 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" - [REDACTED] 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.
- [REDACTED] 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: _____

[REDACTED]

Tennessee Board of Regents

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

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 ██████ to install, service, maintain, update or revise the INAS Component System.
 - (d) If ██████ 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

██████████ Component System Software Supplement

1. Additional Definitions.

(a) “██████████ 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 ██████████ Component System are owned by third parties that have authorized ██████████ to grant Institution a right of use therefore.

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

Appendix F-3

██████████ Basic Component System Software Supplement

1. Supplemental Terms for License To Use ██████████ Basic Component System. Licensee's license to use the ██████████ 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: "██████████ Basic Component System" means the software programs provided by ██████████ known as the ██████████ Platform for incorporation into or for use with the other Component Systems which are or have been licensed by ██████████ to Licensee, except as otherwise provided for in Amendment ("Other Component Systems").

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

4. Restrictions on Use of ██████████ Basic Component System. Licensee's use of the ██████████ Basic Component System is subject to the following additional terms and conditions:
 - (a) Licensee has the right to use the ██████████ 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 ██████████ Basic Component System is proprietary to ██████████ and its third party licensors. Title to the ██████████ Basic Component System will at all times remain vested in ██████████ 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 ██████████ 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 ██████████ Basic Component System to other similar software products.

Appendix F-4

██████████ Component System Software Supplement

1. Supplemental Terms for License To Use ██████████ Component System. Licensee's license to use the ██████████ 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, ██████████ owns the ██████████ Component System. Certain segments of the ██████████ Component System are owned by third parties ("Third Party Components") that permit ██████████ to grant Licensee a right of use for such Third Party Components, but only as part of and/or for use with the ██████████ Component System.

(b) The ██████████ Component System is proprietary to ██████████ and its third party licensors. Title to the ██████████ Component System will at all times remain vested in ██████████ 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 ██████████ Component System is granted to Licensee.

Appendix F-5

██████████ Component Systems Software Supplement

1. **Additional Definitions.** “██████████ Component Systems” means those Component Systems of ██████████ Information Systems, Inc. (“██████████” identified in this Amendment under the heading “██████████ Component Systems.”)
2. **Ownership.** ██████████ owns the ██████████ Component Systems.
3. **Restrictions on Use of ██████████ Component Systems.** Licensee's use of the ██████████ Component Systems is subject to the following additional terms and conditions:
 - (a) Licensee has the right to use the ██████████ 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 ██████████ 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 ██████████ Component Systems;
 - (c) Licensee is prohibited from assigning its license to use the ██████████ Component Systems in whole or in part and is prohibited from making the ██████████ 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 ██████████ Component Systems, in whole or in part;
 - (e) The ██████████ Component Systems are proprietary to ██████████ and are supplied by ██████████ under license from ██████████. Title to the ██████████ Component Systems will at all times remain vested in ██████████ 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 ██████████ Component Systems is granted to Licensee;
 - (f) To the extent permitted by Tennessee law, ██████████ will not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Licensee's use of the ██████████ Component Systems or related materials;
 - (g) Licensee acknowledges and agrees that ██████████ is a third party beneficiary and will have the right to enforce the terms and conditions of the Agreement with respect to the ██████████ Component Systems.

Appendix F-6

████████ Component System – Limited Use Campus Wide Software Supplement

1. Additional Definitions. “████████ Software” means the █████████ Corporation (“████████” proprietary Component Systems of identified in Attachment A. “Named User Plus” is defined as an individual authorized by Licensee to use the █████████ software products identified in the tables above (hereinafter the “████████ Software”) which are installed on a single server or multiple servers, regardless of whether the individual is actively using the █████████ 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 █████████ Software, if such devices can access the █████████ 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. █████████ owns the █████████ Software.

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

(a) Licensee has the right to use the █████████ 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 █████████ Software to another individual or entity (and if Licensee grants a security interest in the █████████ Software, the secured party has no right to use or transfer the █████████ Software);

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

(d) Licensee agrees not to use the █████████ Software for any purpose except within the scope of the Licensed Software owned by █████████ 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 █████████ Software, in whole or in part;

(f) Licensee acknowledges that the █████████ Software is proprietary to █████████ and is supplied by █████████ under license from █████████. Title to the █████████ Software shall at all times remain vested in █████████ 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 █████████ Software is granted to Licensee;

(g) Licensee shall not reverse engineer (unless required by law for interoperability), disassemble or decompile the █████████ Software, nor shall Licensee duplicate the █████████ 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, █████████ shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Licensee's use of the █████████ Software or related materials;

(i) Licensee is prohibited from publishing any result of any benchmark tests run on the █████████ 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 █████████ Software, nor any direct product thereof, is exported, directly or indirectly, in violation of applicable laws;

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

(m) Licensee acknowledges and agrees that █████████ 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 █████████ shall be permitted, upon reasonable request, to periodically audit Licensee's use of the █████████ Software (including through an onsite audit or remote access, or both) and report such use to █████████ or to assign this right to audit Licensee's use of the █████████ Software to █████████. Licensee shall cooperate with each such audit as requested by █████████ or █████████. 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 █████████ 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 [REDACTED] 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 [REDACTED] Academic Initiative (OAI) and/or the [REDACTED] Workforce Development Program (WDP) or successor [REDACTED] Software that may replace OAI/WDP. The OAI/WDP membership fee will be waived for any department that elects to incorporate [REDACTED] programs into its classroom teaching. Teaching departments may apply for the free membership at [http://www.oai\[REDACTED\].com](http://www.oai[REDACTED].com) or [http://www.workforce\[REDACTED\].com](http://www.workforce[REDACTED].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 [REDACTED] Software.

(s) **Certain Additional Usage Restrictions.** The [REDACTED] 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

██████████ 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, ██████████ Inc. (“██████████” through its authorized sublicensor, ██████████ hereby grants Licensee a non-exclusive, non-transferable term license to use, through Internet access, the ██████████ software products specified in Attachment A (the “██████████ 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, ██████████ through ██████████ will provide to Licensee such access or enabling codes as are necessary to enable Licensee to access the Baseline ██████████ Component System, and will provide Licensee with the documentation for the Baseline ██████████ 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 ██████████ is the sole and exclusive owner of all right, title and interest in and to the ██████████ Component System, as well as all alterations, modifications, additions, and derivative works made with respect to the ██████████ Component System (“Work Products”). Except for the limited rights of usage expressly granted hereby: (a) Licensee will have no rights in or to the ██████████ 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 ██████████ Component System or Work Products.

Appendix F-8

██████████ 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, ██████████ Inc. (██████████ through its authorized sublicensor, ██████████) hereby grants Licensee a non-exclusive, non-transferable term license to use, through Internet access, the ██████████ software products specified in Attachment A (the “██████████ 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, ██████████ through ██████████ will provide to Licensee such access or enabling codes as are necessary to enable Licensee to access the Baseline ██████████ Component System, and will provide Licensee with the documentation for the Baseline ██████████ 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 ██████████ is the sole and exclusive owner of all right, title and interest in and to the ██████████ Component System, as well as all alterations, modifications, additions, and derivative works made with respect to the ██████████ Component System (“Work Products”). Except for the limited rights of usage expressly granted hereby: (a) Licensee will have no rights in or to the ██████████ 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 ██████████ 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, █████ 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, █████ will provide Licensee with all new releases of all Baseline Component Systems for which █████ 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 █████ as part of the Baseline Component System, █████ 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. █████ obligation to provide Improvements for Baseline Component Systems owned by parties other than █████ is limited to providing the Improvements that the applicable third party owner provides to █████ for that Baseline Component System. In this regard, to the extent that an agreement authorizing █████ to resell or sublicense a third party's Baseline Component System is terminated or expires prior to the Expiration Date, then █████ obligation to provide Improvements for that Baseline Component System, and TBR's obligation to pay █████ for such Improvements, will automatically terminate simultaneously with the termination or expiration of the relevant agreement. TBR must provide █████ with such facilities, equipment and support as are reasonably necessary for █████ 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 █████ any amount in connection the exercise of the Early Termination Right. TBR can exercise the Early Termination Right in any instance by providing █████ with written notice, at least six (6) months prior to the applicable Optional Termination Date, advising █████ 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. █████ 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 █████ 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

████ will provide telephone hot-line support during regular █████ 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, █████ personnel providing SMO Services) will be entitled to place calls to for and to receive telephone assistance from █████ on functional and technical issues and/or to report support issues. Without in any way limiting the foregoing, █████ 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 █████ 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), █████ 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), █████ 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), █████ will respond in eight (8) hours or less.

In each instance, █████ 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, █████ 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, █████ will provide an Institution with Committed Services within the time period specified in the applicable Order Form. TBR must provide █████ with enough advanced notice to enable █████ 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 █████ 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. █████ 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, █████ 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, █████ 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 █████ 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 █████ to render Information Services.

(b) Availability of Institution Personnel. Upon █████ 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 █████ performance of the Information Services.

4. Personnel.

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

For each engagement, [REDACTED] will provide the Institution in question with the resume for [REDACTED] proposed Project Manager, and the Institution will be given the opportunity to interview the proposed [REDACTED] Project Manager prior to his or her appointment. Further, in each instance, [REDACTED] 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 [REDACTED] employees assigned to the project in question prior to those individuals beginning work on the project.

(b) [REDACTED] Project Manager. For each Statement of Work, [REDACTED] will designate an [REDACTED] project manager (" [REDACTED] Project Manager") who will be responsible for coordinating [REDACTED] 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 [REDACTED] Project Manager with regard to the Information Services in question.

5. Term. The term during which [REDACTED] 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) [REDACTED] 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 [REDACTED] 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 [REDACTED] 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. [REDACTED] 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 [REDACTED] shall remain the sole property of TBR and Institutions. Further, [REDACTED] 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. [REDACTED] 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, [REDACTED] 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 [REDACTED] right to utilize any of its methodologies, processes and prior knowledge for or in connection with any other engagement that [REDACTED] may undertake with any other customer: Nothing contained in this Section 6(a), or elsewhere in the Amendment, will be deemed to preclude [REDACTED] from making use of any routines, subroutines and/or standard code that [REDACTED] may use in the creation of any New Work Product; nor will [REDACTED] 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 [REDACTED] 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 [REDACTED] business activities and that may be contained or utilized in any New Work Product and that are retained in the memories of [REDACTED] 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 [REDACTED] ("Derivative Customization"), then subject to the terms and conditions of this Agreement, [REDACTED] 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 [REDACTED] 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 [REDACTED] prior written consent (such consent which [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] or an Institution and [REDACTED] 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 L
██████████ 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 ██████████ are parties to the TBR License Agreement (as that term is also defined below), pursuant to which ██████████ 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 ██████████ 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 ██████████ 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 ██████████ 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 ██████████ 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 ██████████ 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 ██████████ 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, █████ 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 █████ 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 █████ to obtain protection for such Derivative Works and to perfect exclusive title thereto in █████ all at the sole expense of █████. 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 █████ 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 █████ 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 █████ or
- (f) is required to be disclosed by law after providing █████ 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 █████ 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 █████ Consultant will cooperate (at the expense of █████ in the defense of a demand.

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

8. Proprietary Legends. Consultant will not remove any proprietary rights legend from, and will, upon █████ 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. ■■■■■ MAKES NO WARRANTIES REGARDING THE ACCURACY OF THE CONFIDENTIAL INFORMATION. ■■■■■ 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 ■■■■■ 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 ■■■■■ treats as a trade secret of ■■■■■ (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 ■■■■■ has hereby granted to Consultant herein, ■■■■■ 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. [REDACTED] 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 [REDACTED] 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 [REDACTED] to enable [REDACTED] 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 [REDACTED] 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 [REDACTED] with access to all reasonably necessary hardware, software and peripherals. The Institution's point-of-contact will work directly with the [REDACTED] personnel to assist and coordinate [REDACTED] access to such Institution systems.

Institution agrees to provide full cooperation and assistance to [REDACTED] as reasonably requested by [REDACTED] 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 [REDACTED] and to the administrative systems and information in relation to the performance of the Information Services by [REDACTED]

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 [redacted] Tasks and Deliverables	[redacted] Project Manager	Begin Date	End Date

Institution: _____

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

[redacted]

Tennessee Board of Regents

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____