SCT SOFTWARE & RESOURCE
MANAGEMENT CORPORATION
4 Country View Road
Malvern, Pennsylvania 19355
FAX Number (610) 758-7900
("SCT")

and

UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES,
A PUBLIC BODY CORPORATE
11000 University Parkway
Pensacola, Florida 32514
("Licensee")

THIS AGREEMENT is made between SCT and Licensee as of the Effective Date. The parties agree as follows:

1. Definitions.

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

"Committed Services" means that quantity (if any) of services identified in the Committed Services matrix in Exhibit 1 that Licensee is committing to obtain from SCT.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, 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" means non-public information of a party to this Agreement. Confidential Information of SCT includes the Licensed Software, all software provided with the Licensed Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Licensed Software and any software provided with the Licensed Software. Confidential Information also includes information identifying or related to students and employees of Licensee that is protected as confidential pursuant to state and/or federal law. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is required to be made public by applicable law; provided, however, that Licensee shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws to protect the Licensed Software and other such commercially sensitive information from disclosure to any person except as expressly authorized hereunder.

"Delivery Address" means the Licensee shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means the date on which SCT ships the Component System(s) to the Delivery Address F.O.B. Malvern, Pennsylvania. In the event of any loss or damage of the media containing the Component Systems during the time in which the media is being delivered to Licensee, then SCT will re-ship additional Component Systems so that Licensee shall receive them without damage to the media on which they reside, at no additional charge to Licensee.
“Discloser” means the party providing its Confidential Information to the Recipient.

“Documented Defect” means a material deviation between the Baseline Component System and its documentation, for which Documented Defect Licensee has given SCT information for SCT to replicate the deviation on a computer configuration which is both comparable to the Equipment and is under SCT’s control.

“Effective Date” means the date identified on the signature page of this Agreement as the Effective Date.

“Equipment” means the hardware and systems software configuration identified in Exhibit 1 as the Equipment.

“Exhibit 1” means, collectively: (i) The schedule attached to this Agreement which is marked as “Exhibit 1,” including all attached Software Supplements; and (ii) any schedule also marked as “Exhibit 1” (also including any attached Software Supplements) that is attached to any amendment to this Agreement.

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

“Licensed Software” means the Component Systems listed in Exhibit 1.

“Licensee Employees” means: (i) Licensee’s employees with a need to know; (ii) third parties engaged by Licensee who are only viewing, querying or inputting data using the Licensed System but do not access the source code or underlying architecture of the Licensed Software; and (iii) third parties engaged by Licensee who are accessing the source code and/or underlying architecture of the Licensed Software, who have a need to know, who have been pre-approved by SCT (where such approval shall not be unreasonably withheld or delayed), and who, prior to obtaining access to the Licensed Software, have executed an agreement with Licensee containing confidentiality provisions substantially similar to the confidentiality provisions set forth in this Agreement, which provisions have previously been approved by SCT.

“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.

“Recipient” means the party receiving Confidential Information of the Discloser.

“Software Supplement” means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

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

“Technical Currency Agreement” means that certain written agreement entitled “Technical Currency Agreement” and entered into by the parties on or about the Effective Date, and pursuant to which Technical Currency Agreement SCT has agreed to provide Licensee with Improvements (as that term is defined in the Technical Currency Agreement) for the Baseline Component Systems, on the terms and conditions of and for the fees specified in the Technical Currency Agreement.

2. Right to Grant License and Ownership. SCT has the right to grant Licensee this license to use the Licensed Software. Except as otherwise indicated in a Software Supplement, SCT owns the Licensed Software.

3. License. Subject to the terms and conditions of this Agreement, SCT grants Licensee a perpetual, non-exclusive, non-transferable license to use and copy for use the Licensed Software on the Equipment within the United States of America for Licensee’s own, non-commercial computing operations. 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 Licensee is not granted a license for use. Licensee may not make any use of any Source Code and/or Object Code for any such Component Systems for which Licensee is not expressly obtaining a license for use under this Agreement; provided, however, that SCT shall be obligated to disable or otherwise protect from access any software programs contained on the media delivered to Licensee for which Licensee is not granted a right of use. Any rights not expressly granted in this Agreement are expressly reserved.
(a) **Source Code.** If Exhibit 1 to this Agreement does not otherwise provide that Licensee has a license to use Source Code for a particular Component System, then Licensee 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, Licensee has the right to compile, modify, improve and enhance the Licensed Software. Licensee will not disclose all or any part of the Source Code for the Licensed Software to any person except Licensee Employees who, before obtaining access to the Source Code, have been informed by Licensee in writing of the non-disclosure obligations imposed on both Licensee and such Licensee Employees under this Agreement.

(b) **Object Code.** Licensee has right to use the Licensed Software in Object Code form. Licensee also has the right to use the Licensed Software in Object Code form temporarily on another SCT-supported configuration, for disaster recovery of Licensee's computer operations.

(c) **Documentation.** Except as otherwise provided for in the applicable Software Supplement, Licensee can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) **Restrictions on Use of the Licensed Software.** Licensee is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Licensed Software. Licensee is prohibited from using the Licensed Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Licensed Software to be used by, or disclose all or any part of the Licensed Software to, any person except Licensee Employees. Without limiting the foregoing, Licensee is permitted to allow use of the input and/or output sensory displays of or from the Licensed Software by third parties on a strict “need to know” basis, and such use shall not be deemed a non-permitted disclosure of the Licensed Software. Licensee will not allow the Licensed Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SCT's prior written consent 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.

(e) **Intellectual Property Rights Notices.** Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SCT otherwise provides with the Licensed Software. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Licensed Software.

(f) **Option to License Additional Licensed Software.** Provided that, at the time in question, Licensee is not in material breach of either this Agreement or the Technical Currency Agreement, SCT hereby agrees that Licensee will have an option (the "Licensing Option"), beginning on the Effective Date and continuing through September 30, 2003, to obtain from SCT a license to use the Additional Component Systems identified in Exhibit 2 (the "Optional Software") on the terms of this Section 3(f) and the Additional Terms set forth in Exhibit 2. The license fees for the Optional Software, if licensed during the term of this Licensing Option, will be as set forth in Exhibit 2 (the "Option Fees") and will be in addition to all fees otherwise due hereunder. Licensee can exercise the Licensing Option by delivering to SCT, by no later than 6:00 pm Eastern Standard time on September 30, 2003, executed copies of SCT-approved amendments (to be provided by SCT upon reasonable request of Licensee) to both this Agreement and the Technical Currency Agreement which will specify the Optional Software and the license and Technical Currency fees due therefor. The Technical Currency Amendment will require payment to SCT of an additional annual maintenance fee which, in the initial year during which SCT will provide services, will be at a percentage of the net amount of the Option Fees specified in Note 4 of Exhibit 2 and, thereafter, will escalate in accordance with the terms of the amended Technical Currency Agreement.

To the extent that Licensee provides SCT with written notice that it is considering in good faith the exercise of the Licensing Option (in whole or in part), and such notice is presented to SCT sufficiently in advance of the September 30, 2003 expiration of such Licensing Option so that SCT has a reasonable period of time to respond thereto prior to such expiration, then SCT will provide Licensee with a proposed Scope of Services and pricing terms for the provision of certain implementation, training and consulting services which SCT would recommend as the approach for implementing the Optional Software. SCT shall also notify Licensee in the event that it reasonably believes that the Optional Software to be licensed by Licensee would require the acquisition of additional hardware or software in order to run the Optional Software. To the extent the parties agree on the services to be provided by SCT and the rates therefor, the aforementioned amendments will
describe the services to be provided and the fees and payment terms therefor.


(a) Generally, SCT will provide Licensee with implementation, support, training, modification and other consulting services for the Licensed Software for the fees provided in Exhibit 1.

(b) Committed Services. SCT will provide Licensee with any Committed Services specified in Exhibit 1 within the time period specified for the fees set forth in Exhibit 1. Licensee must provide cooperation, assistance (including the performance of tasks which are prerequisites to SCT's performance of its obligations), and all necessary personnel (as identified or reasonably contemplated by the attached Scope of Services) to enable SCT to provide all Committed Services within the time period specified in Exhibit 1.

(c) Workmanlike Skills. SCT will render all services under this Agreement in a professional and workmanlike manner, consistent with the standards of performance generally accepted in the information technology industry for the performance of such services. SCT will promptly replace any SCT personnel that are rendering services on-site at a Licensee facility if Licensee reasonably considers the personnel to be unacceptable and provides SCT with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

(d) Conditions On Providing Services. In each instance in which SCT is providing Licensee with services, SCT and Licensee will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SCT will provide. Licensee will establish the overall project direction, including assigning and managing the Licensee's project personnel team and SCT will take the lead in executing its responsibilities as set forth in the attached Scope of Services. Licensee must assign a project manager who will assume responsibility for management of the project. Licensee must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SCT is providing the implementation services, Licensee must provide SCT with such facilities, equipment and support as are identified in or reasonably contemplated by the attached Scope of Services or are reasonably requested by SCT in sufficient advance of the provision of a particular task, including remote access to the Equipment. If the parties do not develop a project plan in any instance, SCT will nonetheless provide Licensee with services on an as-directed basis. The duration of various tasks to be performed by SCT and the allocation of resources to be provided by SCT shall be set forth in the project plan. Licensee shall use diligent, good faith efforts to cooperate with SCT to enable SCT to provide its services within the time frames targeted for performance in the project plan.

(e) Cancellation of Scheduled Services. The parties agree that once Licensee and SCT have scheduled a specific time during which SCT will provide services under the terms of this Agreement, Licensee will be obligated to notify SCT if Licensee would like to reschedule or cancel the provision of such services at least thirty (30) days prior to the date which SCT is scheduled to perform such services. Licensee acknowledges that a failure to so inform SCT may result in SCT being unable to re-assign such resources to another billable project and/or SCT incurring travel and living expense fees related to the scheduled service dates. At a minimum, in the event that Licensee fails to provide the required 30-day notice, Licensee shall reimburse SCT for all non-refundable costs incurred in scheduling travel plans (such as non-refundable airline tickets, penalties imposed for late cancellation of flights or hotel reservations and other such costs) and on an hourly basis for any time expended by SCT resources after the 30-day cutoff in preparation for, anticipation of or in transit to Licensee's facilities for the cancelled visit. In addition, in the event SCT can document to Licensee that certain resources were unable to perform other billable work as a result of cancellation of services beyond the 30-day cutoff, then SCT shall further be entitled to collect from Licensee the actual fees lost by SCT as a result of such lost opportunity; provided that SCT shall in good faith seek to mitigate the fees collectible from Licensee under this provision by using diligent efforts to deploy any and all such “stranded” resources to billable accounts. Cancellation of services scheduled under the project plan may also prevent SCT from completing all impacted tasks under the project plan until an appropriately revised schedule can be put into place. Without limiting the foregoing, nothing in this Section 4(e) will act in any way to reduce Licensee's obligation to SCT in connection with any Committed Services.

In the event that SCT reschedules or cancels any previously scheduled services, and such action causes a delay in the project beyond the 30-month Service Period specified in Exhibit 1, then such
Service Period shall be extended by the amount of the delay caused by SCT's actions in this regard.

5. **Delivery.** Except as otherwise provided in Exhibit 1, SCT will deliver all Component Systems to Licensee at the Delivery Address within thirty (30) days after the Effective Date. With respect to the delivery of professional services to be provided hereunder, upon receipt of various deliverables specified in the attached Scope of Services (Appendix A), Licensee shall have the right to review and accept such deliverables, or identify Deficiencies therein which SCT would be required to resolve, in accordance with the terms and conditions set forth in Section 5.0 ("Additional Terms") of Appendix A.

6. **Payment and Taxes.**

   (a) **Payment.** Licensee will pay SCT as provided for in Exhibit 1. For any services other than those specified in Appendix A, Licensee will also reimburse SCT for travel and living expenses that SCT incurs in providing Licensee with services under this Agreement in accordance with Section E of the "SCT Software License & Services Agreement University of West Florida Addendum" executed contemporaneously herewith (the "Addendum"). For such additional services, SCT will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Licensee as offering Licensee's contractors a discounted rate, and sharing rental cars. Reimbursement is subject to any statutory reimbursement limitations imposed on Licensee contractors as specified in the attached addendum. Licensee will pay each SCT invoice by no later than forty (40) days after receipt in accordance with the terms of the Addendum. Late payments shall be governed by the terms of the Addendum.

   (b) **Taxes.** Licensee is responsible for paying all applicable taxes (except for taxes based on SCT's net income or capital stock) relating to this Agreement, the Licensed Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. Without limiting the above, Licensee represents that it is exempt from the payment of any applicable taxes, and will provide proof of such exemption as evidenced by a tax exemption certificate to be delivered to SCT within thirty (30) days from the Commencement Date, which certificate Licensee represents is valid. In the event Licensee's exemption is reduced or becomes no longer valid in whole or in part, SCT will invoice Licensee for and Licensee will pay to SCT all applicable tax amounts that are not covered by an exemption.

7. **Limited Warranty, Disclaimer of Warranty and Election of Remedies.**

   (a) **Limited Software Warranty by SCT and Remedy For Breach.** For each Component System, SCT warrants to Licensee that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Licensee on the Equipment for its own, non-commercial computing operations, will operate without Documented Defects. For each Documented Defect, SCT, as soon as reasonably practicable and at its own expense, will provide Licensee with an avoidance procedure for or a correction of the Documented Defect. In the event SCT provides an avoidance procedure to resolve the Documented Defect, in no event shall such avoidance procedure materially impair Licensee's ability to operate the Licensed Software in the ordinary course of its business. If, despite its reasonable efforts, SCT is unable to provide Licensee with an avoidance procedure for or a correction of a Documented Defect, then Licensee may elect one of the following options: (i) provided that the Documented Defect materially impairs Licensee's ability to use the Component System (or, instead, materially impairs Licensee's ability to use a module thereof which is specified in Exhibit 1) in the ordinary course of its day-to-day operations and provided, further, that Licensee first returns and/or destroys (as set forth in Section 10(c)) the materially-impaired Component System or module (as applicable) and terminates and relinquishes in writing all rights of use in and to such Component System or module (as applicable) within thirty (30) days after the expiration of the 12-month warranty period, then SCT shall pay Licensee as liquidated damages the full amount of all license fees paid by Licensee to SCT for the defective Component System (or, in the case where a Documented Defect materially impairs the use of a specified module but not the entire Component System, the fees paid by Licensee for the module at issue, which amount shall be fairly allocated by SCT based on its pricing practices and guidelines in effect on the Effective Date) within thirty (30) days of SCT's receipt of the returned defective Component System or verification of its destruction; and, provided further, should a Documented Defect materially impair Licensee's ability to use a specified module of Component System in the ordinary course of its day-to-day operation and such module comprises a material part of the applicable Component System to the extent that the failure of the module eliminates the usefulness to Licensee of the remaining modules of the Component System, then, provided that Licensee first returns
and/or destroys (as set forth in Section 10(c)) the materially-impaired Component System in its entirety and terminates and relinquishes in writing all rights of use in and to such Component System within thirty (30) days after the expiration of the 12-month warranty period, then SCT shall pay Licensee, as liquidated damages, the full amount of all license fees paid by Licensee to SCT for the defective Component System as a whole; or (ii) subject to the limitations set forth in Section 16 of this Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. Licensee’s election of one of the two options described above shall be with prejudice to its ability to elect the other option in connection with the Component System at issue. In no event shall SCT’s liability to Licensee under this Section 7(a), in the aggregate, be more than the full amount of all license fees paid to SCT by Licensee under this Agreement in accordance with Section 16 below. These remedies are exclusive and are in lieu of all other remedies, and SCT’s sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Licensee exclusively and is in lieu of all other warranties. SCT MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE LICENSED SOFTWARE, IN WHOLE OR IN PART. SCT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SCT EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. LICENSEE WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(a) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

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

(d) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY LICENSED SOFTWARE OR SERVICE UNDER THIS AGREEMENT.

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser’s Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser’s Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of five (5) years after Recipient’s receipt of that item. However, Licensee’s obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential, as well as SCT’s obligation to maintain as confidential information identifying or related to students and employees of Licensee that is protected as confidential pursuant to state and/or federal law, will survive in perpetuity.

9. Indemnity by SCT.

(a) Obligation to Defend and Indemnify Licensee from Third Party Claim. SCT will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SCT’s obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify SCT of any such claim; (ii) Licensee must in writing grant SCT sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may so at its own expense,
but such representation must not prejudice SCT’s right to control the defense of the claim and negotiate its settlement or compromise; (iii) Licensee must cooperate with SCT to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SCT in writing as necessary for use with the Licensed Software) from the use or combination of products provided by SCT with items provided by Licensee or others.

(b) Obligation to Address and Remedy Infringing Component System. If any Component System is, or in SCT’s opinion is likely to become, the subject of a United States copyright infringement claim, then SCT, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to SCT for the Component System(s) giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years.

(c) Bodily Injury and Damage to Tangible Personal Property. SCT agrees to defend, indemnify, and hold harmless Licensee against and from all losses, damages, costs, and attorneys' fees (collectively, “Damages”) arising out of or in any way connected with SCT’s negligent or intentional acts or omissions in or related to the performance of work under this Agreement to the extent that such Damages are incurred by the Licensee as a result of any third party or employee claims or suits alleging (i) bodily injury (including death) of persons; or (ii) damage to or destruction of tangible personal property belonging to Licensee or others. SCT’s obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify SCT of any such claim; (ii) Licensee must in writing grant SCT sole control of the defense of any such claim and all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice SCT’s right to control the defense of the claim and negotiate its settlement or compromise); and (iii) Licensee must cooperate with SCT to facilitate the settlement or defense of the claim.

(d) **EXCLUSIVE OBLIGATION. WITHOUT LIMITING OR REDUCING THE**

CARVE-OUT OF SECTION 9(a) AND 9(c) ABOVE FROM THE LIMITATION OF LIABILITY DESCRIBED IN SECTION 16, THE FOREGOING IS SCT’S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

10. **Term and Termination.**

(a) **Right of Termination for Cause.** In addition to the termination rights set forth in Section H of the Addendum, a party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party 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 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, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SCT of a suspected Documented Defect will not constitute a notice of termination of this Agreement. Notwithstanding the above, following Licensee’s payment in full of all license fees due hereunder for the Licensed Software, SCT may not effect a termination of the licenses granted to Licensee hereunder except for a material breach of Licensee’s confidentiality obligations set forth in Section 8 (Confidential Information), for a material breach of the terms of Section 3 (License) hereof; for a material breach of the terms of Section 13 (Assignment) hereof, or for a violation of SCT’s intellectual property rights in the Licensed Software; provided, however, that this restriction shall not preclude SCT from pursuing any other rights or remedies permitted under this Agreement, at law, or in equity.

(b) **Effect of Termination.** Upon: (i) a termination of this Agreement in its entirety by SCT, or a termination of any license granted hereunder by SCT, for a material breach by Licensee of any of the contractual provisions specified in the last sentence of subsection (a) above or for a violation of SCT’s intellectual property rights in the Licensed Software; (ii) a termination of this Agreement in its entirety by Licensee in accordance with the terms hereof; or (iii) a termination by Licensee of a license granted in any Component System in accordance with the terms hereof, then in any such event, Licensee will promptly **
return to SCT or (at SCT's request) will destroy all copies of the Licensed Software (or in the event of a termination of licenses in less than all of the Component Systems, will destroy the Component System(s) (or a specified module thereof) so terminated) and will certify to SCT in writing, over the signature of a duly authorized representative of Licensee, that it has done so. Notwithstanding the above, on thirty (30) days written notice during which time SCT shall be permitted an opportunity to cure the alleged breach as specified in Section 10(a) above, Licensee may terminate SCT's provision of professional services hereunder to the extent that SCT materially breaches its obligations hereunder in connection with the provision of such services and such termination of the services portion of this Agreement shall not constitute a termination of this agreement as a whole and, accordingly, shall not require the return of the Licensed Software as provided for herein. Upon a termination of the services portion of this Agreement in accordance with the above, all provisions of the agreement other than those applicable only to professional services shall remain in full force and effect.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity, as well as Licensee's obligation to pay for goods or services delivered or rendered prior to termination that are due following the date of termination in accordance with this Agreement or the attached Addendum, will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and shall be: Delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices shall be deemed effective upon receipt thereof (with the facsimile deemed effective upon its receipt, provided that the confirming notice is thereafter sent by first class mail). Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to SCT’s General Counsel at 4 Country View Road, Malvern, PA 19355, FAX number (610) 578-7457, or to such other place as SCT may subsequently designate for its receipt of notices. Similarly, SCT must promptly send copies of any notice of material breach and/or termination of the Agreement to Licensee’s General Counsel at the address set forth on the first page of this Agreement, or to such other place as Licensee may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance. In the event of the occurrence of a Force Majeure event covered by this provision, then, as soon as reasonably practicable following the event, the parties will work together in good faith to reschedule the timeframes for the satisfaction of obligations and provision of services hereunder. In this regard, SCT will reasonably extend the Service Period specified in Exhibit 1 for the provision of Committed Services as reasonably necessitated by the Force Majeure event.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, “assignment” shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following shall not be considered “assignments” for purposes of this Agreement: SCT’s assignment of this Agreement or of any SCT rights under this Agreement to SCT’s successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SCT’s assignment of this Agreement to any person or entity to which SCT transfers any of its rights in the Licensed Software.

14. No Waiver. A party’s failure to enforce its rights with respect to any single or continuing breach of this Agreement 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 Agreement will be governed by and construed under the laws of the State of Florida, as applicable to agreements both executed and wholly performed therein, but without reference to the conflicts of laws provisions thereof. If any provision of this Agreement 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.

16. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SCT. EXCEPT FOR DAMAGES ARISING FROM SCT’S BREACH OF ITS OBLIGATION TO DEFEND LICENSEE FROM A COPYRIGHT INFRINGEMENT ACTION UNDER SECTION 9(a) OF THIS AGREEMENT AND FOR DAMAGES ARISING FROM BODILY INJURY AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY SCT AS SPECIFIED UNDER SECTION 9(c) OF THIS AGREEMENT, SCT’S LIABILITY IN CONNECTION WITH THE LICENSED SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO SCT FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY. IN THE EVENT THAT A COMPONENT SYSTEM GIVING RISE TO LIABILITY HEREUNDER IS COMPRISED OF A BUNDLE OF MODULES AS IDENTIFIED IN THE “LICENSED SOFTWARE” TABLE IN EXHIBIT 1, THEN TO THE EXTENT THAT LICENSEE PROVES DAMAGES FOR A BREACH OF WARRANTY FOR ANY ONE OR MORE OF THE BUNDLED MODULES, THE AGGREGATE LIMIT OF LIABILITY WITH RESPECT TO SUCH BREACH(ES) (WHETHER A SINGLE BREACH, OR MULTIPLE BREACHES OVER TIME) SHALL BE EQUAL TO THE FEE PAID FOR THE BUNDLED COMPONENT SYSTEM AS A WHOLE, WITH THE LIMIT OF LIABILITY AUTOMATICALLY REDUCED IN EACH INSTANCE BY THE AMOUNT OF DAMAGES RECOVERED FOR THE BREACH AT ISSUE.

(b) EXCLUSION OF DAMAGES. EXCEPT FOR DAMAGES ARISING FROM SCT’S BREACH OF ITS OBLIGATION TO DEFEND LICENSEE FROM A COPYRIGHT INFRINGEMENT ACTION UNDER SECTION 9(a) OF THIS AGREEMENT AND FOR DAMAGES ARISING FROM BODILY INJURY AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY SCT AS SPECIFIED UNDER SECTION 9(c) OF THIS AGREEMENT, AND REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SCT BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SCT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. LICENSEE ACKNOWLEDGES THAT SCT HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. Dispute Resolution. In the event of any dispute between the parties regarding this Agreement or the performance of either party’s obligation hereunder, the parties agree to use diligent, good faith efforts to amicably resolve such dispute without the need to resort to litigation. Towards this end, the parties agree that in the event of a dispute hereunder, either party may invoke this provision in a writing which describes the nature of the dispute and the party’s position in connection therewith. Following the delivery of this written notice, each party shall designate appropriate representatives to meet (either in person or by telephone or video conference) to attempt to resolve the dispute. If the parties’ designated representatives are unable to resolve the dispute within 30 days from the date it was originally documented, the General Counsel of SCT shall meet in person with the General Counsel of Licensee at a mutually convenient location to attempt to resolve the parties’ differences. This meeting shall be held within 15 days from the expiration of the 30-day period specified above. In the event that the parties cannot resolve the dispute through implementing the above process, or if the dispute remains unresolved for a period of 45 days from the original documentation thereof, then either party shall be free to then seek relief through other means, including through litigation.

Notwithstanding the above, either party shall be entitled to seek equitable relief in the form of an injunction at any time in its sole discretion.

18. Entire Agreement. This Agreement, along with the SCT Software License & Services Agreement University of West Florida Addendum, 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. In the event that there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum shall control. Any purchase order or similar document which may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.
THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Effective Date: February 11, 2003

SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION
4 Country View Road
Malvern, PA 19355

[Signature]
Donald Eisler
Vice President

2/25/03
Date

UNIVERSITY OF WEST FLORIDA
Board of Trustees, a Public Body Corporate

[Signature]
President of UWF

[Signature]
February 11, 2003
Date
EXHIBIT 1

Licensee: University of West Florida Board of Trustees, a Public Body Corporate
Delivery Address: 11000 University Parkway, Pensacola, Florida 32514

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SCT supports the Licensed Software. Licensee acknowledges that certain Component Systems of the Licensed Software may require specific host or client configurations. Exhibit 3 set forth a detailed written description of the Equipment on which Licensee has informed SCT it intends to run the software. SCT confirms that, as of the Effective Date, the configuration described in Exhibit 3 is a configuration on which SCT supports use of the Licensed Software.

NOTICE: In order to be entitled to any warranty or other support from SCT under this Agreement or the accompanying Technical Currancy Agreement, Licensee must also obtain, install on the Equipment and maintain SCT-supported versions of certain Oracle software products and software/hardware peripherals. As of the Effective Date, the necessary Oracle products and peripherals are included in Exhibit 3. In the event that Licensee does not comply with this Notice provision, its use of the Licensed Software shall be on an "as is" basis with no warranties (either expressed or implied) provided and with Licensee releasing SCT from any liability associated with its use of the Licensed Software in this manner.

LICENSED SOFTWARE:

<table>
<thead>
<tr>
<th>Component System</th>
<th>Source Code Licensed?</th>
<th>Software Suppl't</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCT Banner Finance (includes SCT Banner Finance, SCT Finance Self-Service, EDI.Smart (one (1) licensed copy) and SCT Banner Workflow modules)</td>
<td>Yes</td>
<td>EDI.Smart Software Supplement</td>
<td>$194,300</td>
</tr>
<tr>
<td>SCT Banner Human Resources (includes SCT Banner Human Resources, SCT Employee Self-Service and SCT Banner Workflow modules)</td>
<td>Yes</td>
<td>None</td>
<td>$194,300</td>
</tr>
<tr>
<td>Campus Pipeline Luminis Premier Package</td>
<td>No</td>
<td>Campus Pipeline Software Suppl't</td>
<td>$295,200</td>
</tr>
</tbody>
</table>

TOTAL LICENSE FEE: $683,800

2/11/03
EXHIBIT 1

Licensee: University of West Florida Board of Trustees, a Public Body Corporate

<table>
<thead>
<tr>
<th>COMMITTED SERVICES*</th>
<th>Service Amount</th>
<th>Service Period*</th>
<th>Fee**</th>
</tr>
</thead>
<tbody>
<tr>
<td>IMPLEMENTATION/SUPPORT/ TRAINING:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Services (See Appendix A)***</td>
<td>N/A</td>
<td>30 months *</td>
<td>$3,016,194</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>$3,016,194**</td>
</tr>
</tbody>
</table>

*Committed Services will be provided within thirty months after the Effective Date. For the fee set forth above, SCT will provide those services described in the Scope of Services set forth in Appendix A attached hereto. Any services which are not the responsibility of SCT under Appendix A shall require payment of additional fees.

** Fee includes travel and living expenses in connection with implementation activities for those Component Systems for which SCT assumes responsibilities under the Scope of Services. Travel and Living expenses for any services which are outside the Scope of Services described in Exhibit A will be invoiced to the client as specified in Section 6(b) of the Agreement and the attached Addendum.

***Included as part of the Committed Services will be the provision of an SCT standard datamart for each of the SCT Finance Component System and the SCT Human Resources Component System. The fee for each datamart (including both the software component and the associated services described in Appendix A, but excluding the datamart Maintenance fees described below) is $103,252.50 (for a total of $206,505). Subject to Licensee’s obligation to pay SCT in full for such datamarts and SCT’s termination rights hereunder, Licensee shall be granted a license to use these datamarts in accordance with the rights and restrictions applicable to the license of the Component Systems.

FIRST YEAR MAINTENANCE FEE FOR DATAMARTS: $37,171.

Datamart Maintenance: As described in the attached Scope of Services, SCT will provide certain standard datamarts to Licensee as part of its implementation services. Maintenance for these standard datamarts will be provided for a period of one (1) year beginning on March 1, 2003 and ending on February 28, 2004 (the “Initial Maintenance Term”). The datamart maintenance fee due for the first contract year shall be $37,171 and shall be due in addition to the Total Committed Services fee quoted above. Maintenance will renew on a year-to-year basis at the expiration of the Initial Maintenance Term, or at the expiration of any renewal term for which Licensee has timely renewed the service and paid the fees therefore (in either event, the “Expiration Date”), only in the event that Licensee has notified SCT in writing at least 90 days prior to each such Expiration Date that it wishes to renew Maintenance for the following annual period and SCT has not, within thirty (30) days of receipt of said notice, notified Licensee in writing that it is terminating datamart Maintenance. SCT shall exert commercially reasonable efforts to put into place a process whereby Licensee is notified in writing approximately one hundred twenty (120) days prior to the Expiration Date that Licensee must notify SCT by the 90-day cutoff in order to begin the process of seeking renewing of datamart Maintenance for the following annual period. Unless otherwise agreed to by the parties, fees for contract years beyond the Initial Maintenance Term shall increase by 4% per year over the maintenance fee due for the immediately preceding contract year. Maintenance fees for datamarts shall be due on the first day of the first month of each contract year, with the first year’s annual fees to be invoiced on March 1, 2003 and paid within forty (40) days after receipt in accordance with the terms of Section 6(a) and the attached Addendum. Maintenance, in the context of datamarts, means that SCT will provide Licensee with data replication scripts, datamart schemas and baseline reports reasonably necessitated by a future general release version of a Banner Component System which is made generally available by SCT during the Initial Maintenance Term or any renewal term and for which each such datamart was created; provided that Licensee shall provide SCT with at least ninety (90) days prior written notice of the implementation of a future general release version of a Banner Component System so that SCT can develop a plan for updating the datamarts as described above. Maintenance does not include any items that are considered changes to the standard Datamart’s specifications, nor does it include enhancements to the standard datamarts or structure changes. Licensee acknowledges and agrees that maintenance shall not include retrofitting (or integrating) any of the datamarts for use with any Component System to be released by SCT other than the Banner Baseline Component System for which such Datamart was created. Datamart

2/11/03

13
maintenance applies only to the standard, unmodified datamarts provided by SCT hereunder. SCT's obligation to provide datamart maintenance to Licensee is contingent upon SCT's maintenance obligations remaining in full force.
Licensee: University of West Florida

EXHIBIT 1

(con'd) and effect with respect to the Baseline Component Systems for which the datamarts were created. Upon a termination or expiration of SCT's maintenance obligations in connection with any such Baseline Component System, SCT's obligations to provide datamart maintenance in connection with the related datamart, as well as Licensee's obligation to pay SCT for such datamarts, shall automatically terminate as well (but Licensee shall remain obligated to pay SCT on a pro rata basis for the period during which datamart maintenance was in effect).

OPTION TO PURCHASE ADDITIONAL SERVICES: SCT hereby grants Licensee the option (the "Services Option") to obtain and receive from SCT, during the period from the Effective Date through twenty-four (24) months following the Effective Date (the "Services Option Deadline") the following time and materials services (which would be in addition to, and not in lieu of, the Committed Services identified in the table above, but would also be in the nature of Committed Services as defined herein): (i) services provided remotely by SCT resources (from a location chosen at SCT's sole discretion) at a rate of $180 per hour for services rendered between the Effective Date and the Services Option Deadline; and (ii) services provided onsite at Licensee's facilities at a rate of $225 per hour (inclusive of travel and living expenses) for services rendered between the Effective Date and the Services Option Deadline. The services from which Licensee may choose are any services then offered by SCT to its client base. In order to exercise the Services Option in each instance, SCT must receive from Licensee by not later than 5:00 P.M. (Eastern Time) on the Services Option Deadline, a written request specifying the number and type of services it is requesting and the time frame in which it desires the services to be provided. SCT will notify Licensee in writing as to whether sufficient resources are available to provide the services requested by Licensee within the time frames so desired. To the extent the parties agree, SCT will provide the services requested in accordance with the terms and conditions of this Agreement and any project plan developed for the services at issue. Any Services hours rendered after this 24 month period will be at SCT's then-current rate for such services. In each instance, Licensee will pay SCT on a monthly basis within forty (40) days of receipt of invoice in accordance with the terms of Section 6(a) and the attached Addendum.

PAYMENT: Licensee will pay SCT the "Total License Fee" of $683,800 as follows: (i) $500,000 of the Total License Fee shall be invoiced on or about the Effective Date and shall be due and payable by not later than forty (40) days after initial receipt of the Baseline Component Systems (the delivery of which is estimated to be made within a couple of days of the Effective Date); and (ii) the remaining $183,800 of the Total License Fee shall be invoiced on or about November 1, 2003 (but no earlier than November 1) and shall be payable within forty (40) days after receipt in accordance with the terms of Section 6(a) and the attached Addendum. Licensee will remit payment for the Committed Services provided for in this Exhibit 1 in thirty three (33) equal and consecutive monthly installments of $91,399.81 each, with the first such installment to be invoiced by SCT on or about the Effective Date and payable by not later than forty (40) days thereafter. Licensee shall pay SCT for datamart maintenance in accordance with the "Datamart Maintenance" provision above. SCT will invoice Licensee for all other services and applicable charges on a monthly basis, as SCT renders the services or Licensee incurs the charges, as applicable.

DELIVERY: SCT will deliver each of the Baseline Component Systems identified in Table 1 by not later than thirty (30) days after the Effective Date.

Number of Software Supplements Attached: 2

2/11/03
Licensee: University of West Florida Board of Trustees, a Public Body Corporate

SCOPE OF SERVICES

[Attached]
APPENDIX A

FIXED-PRICE SCOPE OF SERVICES AND MILESTONE ACTIVITIES

Milestone Activities

<table>
<thead>
<tr>
<th>Milestone Activity</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>University Process Review and Project Planning</td>
<td>Included</td>
</tr>
<tr>
<td>System Configuration</td>
<td>Included</td>
</tr>
<tr>
<td>Solution Deployment</td>
<td>Included</td>
</tr>
<tr>
<td>Stabilization and Closeout Phase</td>
<td>Included</td>
</tr>
<tr>
<td>Campus Pipeline Luminis Foundation Services</td>
<td>Included</td>
</tr>
</tbody>
</table>

*The responsibilities of each of the parties in connection with each of these milestones are those tasks expressly described below in this Scope of Services.*

Definitions

The Licensee is alternatively referred to throughout this Scope of Services as “the University” or “the University of West Florida.”

Introduction

The following products are those for which SCT has obligations under this Scope of Services:

- SCT Banner Finance (includes SCT Banner Finance, SCT Banner Finance Self-Service, EDL Smart (one licensed copy) and the SCT Workflow modules)
- SCT Banner Human Resources (includes the SCT Banner Human Resources, SCT Banner Employee Self Service and SCT Banner Self-Service modules)
- SCT Reporting Datamart Solution – (2 SCT Banner Systems)
- Campus Pipeline Luminis Foundation

The following Scope of Services narrative is written to provide the University of West Florida with an understanding of the responsibilities of SCT and of the University regarding the implementation process. The scope is provided as a baseline and will be updated by SCT after the University and SCT complete a project organization and planning session.

Within the Fixed-Price Approach, University personnel, under the direction of the University Project Team, will support SCT in completion of the implementation stages.

Project Management Services

Project Management Overview

SCT knows that each implementation has certain unique aspects. As a result, risks are an integral component of each project and limits must be clearly defined. Proper control and management provided by an SCT Project Manager and designated University resources can reduce risks and minimize their effect on the
A systematic approach is also important to the completion of project tasks and responsibilities. This is the purpose of the project management methodology utilized by SCT.

The SCT Project Manager's chief responsibility is to guide and monitor the SCT activities of the implementation and system configuration efforts. The University shares the responsibility for establishing overall project direction and in so doing, will assist in identifying tasks and activities that must be performed. The University's Project Manager will support the configuration, deployment, and stabilization activities. During each phase of the project, SCT will provide on-site quality review visits in conjunction with training and consulting services to monitor and review the progress of project activities.

Deliverables:

- Microsoft Project Plan
- Staffing Plan
- Project Definition Document
- Regularly Scheduled Reviews
- Resource Plan
- Project Administration

SCT Commitments:

- Develop a Microsoft Project Plan that will be used as the tracking vehicle for project management
- Develop a Project Definition document
- Maintain Project Plan
- Provide Status Reports on a regular basis
- Coordinate SCT resources
- Provide Project Administration

University Commitments:

- Assist in the development of the Project Definition
- Coordinate University resources as required
- Support the administrative requirements of the project
- Assist the management of the project
- Sign-off on the Project Definition Document

Engagement Management Overview

The SCT Engagement Manager is responsible for the tactical administration of the project. The Engagement Manager will conduct Quality Review Sessions to monitor that the project is being managed according to the definition developed by SCT and the University. The Engagement Manager will support the project at the executive level and provide the Project Manager with the support he/she needs to satisfy SCT's responsibilities as set forth herein and in the project plan.

Deliverables:

- Quality Review Sessions
- Quality Reports
- Executive-Level Status Reports
- Campus Visits, as appropriate
SCT Commitments:

- Schedule and conduct quality review sessions with SCT and the University Project Manager and Teams
- Provide recommendations as necessary
- Meet with the University Executives as necessary
- Follow quality standards as developed and supported by the SCT Methodology
- Report in a timely manner

University Commitments:

- Support quality sessions
- Review recommendations as necessary
- Act on recommendations as necessary
- Provide feedback to SCT in a timely manner

SCT On-Site Consulting Services

On Site Consulting Services Overview

The SCT On-Site Consultant is responsible for assisting in the functional leadership of the project. The On-Site Consultant will act as the team leader and help to monitor the performance of the functional aspects of the project in accordance with the definition developed by SCT and the University. The SCT On-Site Consultants will support the project at the user level and will provide the Project Managers with functional support.

Deliverables:

- 12 months of on-site consulting for the Finance functional area and 12 months of on-site consulting for Human Resources functional area. The timing of the deployment of these resources will be determined during the initial project planning.

SCT Commitments:

- Two functional consultants (one Finance and one Human Resources) to provide leadership and experience to the implementation effort
- Provide recommendations as necessary
- Follow quality standards as developed and supported by the SCT Methodology
- Assist in guiding the functional teams

University Commitments:

- Provide a workspace for each of the SCT on site consultants for the duration of their engagement with the project
- Provide use of personal computer configured for access to the University network, the Internet, the SCT Banner System and any other software commonly provided to University employees (such as e-mail, calendar, Microsoft Office, etc.)
- Designate a Functional Co-Leader for the period of the implementation of each of the SCT Banner Finance and Human Resources products
Provide access to University Management and Staff in a timely fashion as needed to complete required implementation activities

SCT Remote DBA Services

Remote DBA Services Overview

The SCT Remote Database Administrator (DBA) works with representatives of the University to review and document the existing computing environment and discuss the goals and direction of the institution. SCT will periodically connect into the University computer system to review and monitor the Oracle environment and operating characteristics of the SCT Banner Systems, and propose needed changes, upgrades, and tuning adjustments as necessary. SCT staff will coordinate with data processing and administrative staff to assist in or implement the SCT-recommended changes.

Deliverables:

- 24 months of SCT Remote DBA Services to support the implementation of the SCT Banner products at the University
- Weekly Status Reports
- Develop Database Security Plans
- Develop Database Back-up/Recovery Plans

SCT Commitments:

- Connect to the University’s system to monitor database activities, tune the database and work with the system and network manager(s) in efforts aimed at improving overall performance.
- Develop and implement security plans and backup/recovery plans.
- Create new accounts and grant and revoke database privileges.
- Identify and address data oriented problems; help system and network managers identify problems in their areas.
- Assist with SCT Banner baseline application and data issues.
- Propose changes, upgrades, or tuning adjustments as deemed reasonably necessary. Coordinate with the computer services staff to assist in or implement SCT-recommended changes, including on-site visits as necessary.
- Maintain the Baseline SCT Banner System(s) and Baseline Self-Service products by performing periodic SCT Baseline Banner upgrades delivered by SCT. Upgrades are typically performed in a test environment, and then placed into the production environment after end users approve changes. Upgrades are scheduled in coordination with data center staff. The scope of these maintenance and upgrade services shall only include upgrades from one Baseline product to another Baseline product. In the event that any modifications or interfaces (aka customizations) are built onto any Baseline products (whether by SCT, the University or any other authorized party), the work effort to integrate such modifications or interfaces into a new Baseline upgrade/release is outside of the scope of this Scope of Services and will require payment of additional fees to SCT at SCT’s then-current rates for such services.
- Status reports will be provided on a weekly basis and will include accomplishments, project(s) statuses, scheduled maintenance activities, and any issues.

University Commitments:

- Access to the University test and production environments necessary to perform the commitments for the SCT Remote DBA.
➢ Designation of a Technical contact for the Remote DBA for the period of the implementation of each of the SCT Banner Finance and Human Resources products.
➢ Access to University Management and Staff in a timely fashion as needed to complete required implementation activities.
1.0 University Process Review and Project Planning

Overview and Limitations

A Business Process Analysis will be conducted in order to understand and document certain aspects of the University’s existing practices. As a result of this review, SCT consultants will suggest implementation strategies that utilize the features and functions of the SCT Banner Baseline Component Systems while preserving, to the extent reasonably practicable, certain of the business practices of the University. The end result will be a proposed set of policies and processing rules that will maximize both operational efficiency and utilization of the SCT Banner Baseline Component Systems in the University's business environment. It is anticipated that the University will organize a Project Team made up of Process Experts to conduct the process review with SCT functional and technical consultants. The Process Review will last approximately four to five weeks.

Every effort will be made by SCT and the University to utilize the flexible features and functionality of the SCT Banner Baseline Component Systems to implement these new processes rather than to modify the SCT Banner Baseline Component Systems. If it is determined, after consideration by the University, that a modification (also referred to as a “customization”) to the Baseline Component Systems is necessary, then the SCT Project Manager will provide a cost estimate for the specification of the modification. Modification efforts are outside the scope of this implementation and will need to be contracted for separately. To be clear, the services to be provided by SCT for the fixed-fee amounts specified in Exhibit 1 are only in connection with the unmodified, Baseline Component Systems. To the extent that a process or practice of the University cannot be fully met using the SCT Banner Baseline Component Systems, then the University understands that, absent consent to the development of modifications (at additional cost), the University must adapt its practices or processes to be consistent with the features of the Baseline Component System at issue.

Milestone Activity 1.1 – Process Review

The Process Review Team (composed of SCT consultants and University functional experts) will conduct a series of process review sessions with appropriate University staff to define the necessary rules and process flows to configure the SCT Banner Baseline Component Systems. The scope of this Process Review is limited to the functional requirements of the stated goals of the implementation. The gaps identified that are beyond the scope of the implementation will be documented and addressed in the Post-Implementation Review Activity at the conclusion of the implementation.

Milestone Activity 1.1.1 Baseline Component Systems Installed

Overview:

Provide the SCT Banner Baseline Component Systems so that they can be used for demonstration purposes during the Process Review.

Deliverables:

> Installation of Oracle and SCT Banner Baseline Component Systems
> Installation Sign-off document

November 6, 2002

A-6

Fixed Price Scope of Services
and Milestone Activities
SCT Commitments:

➢ Provide a pre-installation checklist to the University
➢ Install a demonstration system for the SCT Banner Baseline Component Systems

University Commitments:

➢ Provide information required by pre-installation checklist
➢ Provide the facility where the SCT Banner Baseline Component Systems will be installed
➢ Provide hardware platforms and system software to operate the SCT Banner Baseline Component Systems
➢ Provide resources as required for installation milestone activities
➢ Provide sign-off upon installation of the SCT Banner Baseline Component Systems

*Milestone Activity 1.1.2 – Consulting/Business Practice Review*

Overview:

Review and analyze institutional practices in order to make decisions regarding the deployment of the SCT Banner Component Systems. A clear understanding of University existing business processes must be recorded before attempting to employ new methods of doing business.

Deliverables:

➢ Current Business Practices document for major business processes (section of the Process Review Document)
➢ Current Business Practices document sign-off

SCT Commitments:

➢ Schedule and conduct interviews with those University offices involved in supporting the business processes and milestone activities of the implementation (for each of the Baseline Component Systems being implemented) in order to clarify the University’s current and desired business practices
➢ Review pertinent University documentation (e.g., current status reports, past implementation milestone activities) to determine the University’s most significant requirements; map those significant requirements of the University to requirements that can be met by the current version of the SCT Banner Baseline Component Systems
➢ Review University’s current procedure manuals and policies affecting the processing of system data
➢ List the changes desired in business processes currently not accommodated in SCT Banner Baseline Component Systems
➢ Draft Current Business Practices document for major business processes

University Commitments:

➢ Provide University staff to coordinate interviews with the University offices, as required
➢ Provide a list of all regulations and required external interfaces and reporting
➢ Ensure a complete understanding of business requirements so that they can be examined in light of the functionality contained in the SCT Banner Baseline Component Systems
Review University current practices with SCT personnel to determine the applicability to SCT Baseline Component Systems.

Provide sign-off on Current Business Practices document within 10 days of receipt of document.

**Milestone Activity 1.1.3 – Processes Defined**

**Overview:**

Articulate the business processes required for adoption by the University in connection with the implementation of the Baseline Component Systems. Clearly identify the workflow that will be implemented during the initial implementation phase.

**Deliverables:**

- Process Review Document
- Identification of process to be implemented
- Identification of workflow to be implemented as part of the initial set up

**SCT Commitments:**

- Define, with the University, those business processes that must be implemented in conjunction with the project and identify any out-of-scope modifications required as a result
- Reach agreement with the University on identified business processes to be implemented
- Identify one workflow to be implemented as part of the initial set up
- Finalize the Process Review document

**University Commitments:**

- Provide a complete understanding of the University's business requirements so that the business requirements can be identified and articulated
- Review University current practices with SCT personnel to determine applicability of the particular SCT Banner Baseline Component System to current business practices
- Reach agreement with SCT on identified business processes to be implemented
- Reach agreement on the workflow to be implemented during initial set-up
- Provide sign-off on Process Review document

**Milestone Activity 1.2 – Reporting Evaluation**

**Overview:**

This activity is designed to assist SCT and the University in developing the University Reporting Strategy and to define an action plan which is designed to help enable the University to achieve its desired goals with regards to reporting and information access.

**Deliverables:**

- Develop Reporting Strategy Document
- Document sign-off
SCT Commitments:

- Review current reporting strategies and determine applicability
- Identify reporting options within DataMart approach, if purchased
- Document solutions

University Commitments:

- Provide documentation reflecting current practices employed for reporting
- Identify needs
- Provide sign-off on completed document
- Implementation Reporting Strategy Action Plan

**Milestone Activity 1.3 – Plan Project**

**Overview:**

The University Project Team Structure (role based) comprises several teams and work groups that have been formed to provide a structured approach to meeting the process review, configuration, go-live, and stabilization phases of the project. The Governance is composed of a Steering Committee and a Project Management Team with anticipated support from the SCT Project Manager. The Project Management Team will be supported by a variety of University product experts who have responsibility for implementing the various processes defined in the project. SCT will provide executive presence through the appointment of an executive sponsor and the addition of an SCT Engagement Manager. SCT strongly believes in the value of having periodic meetings between the SCT Executive Project Sponsor and the Project's Executive Committee.

**University Deliverables:**

- Project Definition document
- Project Schedule

SCT Commitments:

- Assign full time SCT Project Manager for a 27-month period beginning on the Project Commencement Date (In addition to other duties specified, the SCT Project Manager will be responsible for weekly reporting on: (i) the status of the project; (ii) the percentage of effort expended toward the applicable Milestone Activities during the previous week; and (iii) the remaining percentage of effort required toward completing the Milestone Activities as set forth in the Project Plan.)
- Perform pre-project Milestone Activities
- Conduct the Project Organization and Planning Milestone Activity
- Assist with the development of the Project Definition document
- Document updates to the Scope of Services that will include:
  - A mutually agreed upon prioritized list of regulatory requirements
  - A mutually agreed upon prioritized list of University requirements that will be included in the project
  - A mutually agreed upon prioritized list of missing functionality in the University's current systems that will be assessed in the project
  - A mutually agreed upon prioritized list of new functionality that will be developed in the project (at additional cost)
- Prepare a Project Plan that includes the estimated timeline and costs associated with the project

November 6, 2002

A-9

Fixed Price Scope of Services and Milestone Activities
Manage the Fit/Gap identification activity

University Commitments:

➢ Designate a University Project Director and Project Lead(s) (The roles of the University Project Director and Project Lead(s) will be articulated as part of the Project Definition document)
➢ Facilitate the Project Organization and Planning Milestone Activity with the appropriate personnel (jointly agreed to by SCT and the University)
➢ Assist SCT in developing the Project Definition document and agree to its completion by not later than fifteen (15) days of receiving the final draft; during this activity, the University staff will assist SCT in determining the effort to complete the project milestones
➢ Assist SCT to prepare a Project Plan that includes the timeline and costs associated with the project
➢ Revise the cost model as required by the Fit/Gap Analysis

*Milestone Activity 1.3.1 – Identify SCT Personnel in the Project*

Overview:

SCT personnel for this project include the SCT Engagement Manager, SCT Project Manager, Functional Consultants, and Technical Consultants. During this Milestone Activity, SCT personnel are identified and charters for roles and responsibilities are developed.

Deliverables:

➢ SCT Project Team assigned to the University

*SCT Commitments:*

➢ Identify the SCT management and support staff that will assist in the project
➢ Staff the project
➢ Write charters that identify the roles and responsibilities of the Project Team

*University Commitments:*

➢ Identify the personnel that will assist with the project
➢ Provide approval for the personnel assigned (SCT on-site personnel)
➢ Assist in the development of the charters that identify the roles and responsibilities of the staff involved
➢ Sign-off on assigned Project Team

*Milestone Activity 1.3.2 – Determine Frequency of Meetings*

Overview:

Oversight of Committee Meetings, Steering Committee Meetings, and Project Manager/Director Meetings.

Deliverables:

➢ Document the Rules for Meetings Document as part of the Project Organization and Planning Milestone Activity.
SCT Commitments:

➢ Establish rules for meetings as part of the Project Organization and Planning Milestone Activity

University Commitments:

➢ Establish rules for meetings as part of the Project Organization and Planning Milestone Activity
➢ Sign-off on rules for meetings

Milestone Activity 1.3.3 – Determine Implementation Sequencing and Timelines

Overview:

Establish estimated timelines and project schedules for the implementation.

Deliverables:

➢ High level Project Plan indicating the sequence and module order for the implementation

SCT Commitments:

➢ Develop, with the University, a logical sequence for the implementation of the SCT Banner Baseline Component Systems
➢ Assist the development of a Project Plan using Microsoft Project that describes the implementation sequencing

University Commitments:

➢ Assist in development of the project timeline
➢ Review timeline and assist in the implementation of the Project Plan
➢ Sign-off and agree to delivered Project Plan

Milestone Activity 1.3.4 – Determine Implementation Support Milestone Activities

Overview:

Areas that are addressed in this Milestone Activity include how the project will be staffed, accommodation for SCT on-site consultants, and guidelines for travel to the University site.

Deliverables:

➢ Staffing Plan for SCT technical and functional consultants

SCT Commitments:

➢ Confirm Staffing Plan
➢ Draft Project Administration document that describes administrative requirements for the project
University Commitments:

➢ Provide physical facility where the project work can occur
➢ Sign-off on the Staffing Plan and Project Administration document.

*Milestone Activity 1.3.5 – Project Reporting Requirements & Methods*

Overview:

Identify requirements and methods for external reporting, internal reporting, and project status reporting.

University Deliverables:

➢ Develop Project Monitoring and Control Procedures as part of the Project Definition document

SCT Commitments:

➢ Develop the Project Monitoring and Control Procedures as part of the Project Definition Milestone Activity; this document will describe the reporting procedures and requirements for members of the Project Team

University Commitments:

➢ Sign-off on the Project Monitoring and Control Procedures document

*Milestone Activity 1.3.6 – Perform Infrastructure Review*

Overview:

A review of the University infrastructure is necessary so that the implementation takes into account the University's business operations and processes.

SCT Commitments:

➢ Assist the University in obtaining the information requested regarding its business processes in relation to the SCT Banner Baseline Component Systems

University Commitments:

➢ Provide due diligence as to how the technical infrastructure of the SCT Banner Baseline Component Systems will perform in light of the University's required business operations
➢ Compile information regarding infrastructure strategies
➢ Review exceptions and recommendations as appropriate
➢ Provide necessary technical infrastructure and hardware required in order for SCT to functionally demonstrate that the SCT Banner Component Systems are production ready in connection with the implementation
Milestone Activity 1.3.7 – Define Engagement

Overview:

This milestone establishes the work to be completed in the Pre-Project Planning component of the Process Review Phase. The Pre-Project Planning component describes the way SCT and the University will complete the System Configuration, Go-Live, and Stabilize activities. As a result of the work completed during this activity, the System Configuration and Solution Deployment phases will be defined.

Deliverables:

➢ Project Readiness Document

SCT Commitments:

➢ Define, with the University, those business processes that must be implemented in connection with the implementation and identify which, if any, of these processes would require modifications (which are out of scope) to the SCT Banner Baseline Component Systems
➢ Reach agreement with the University on identified business processes
➢ Finalize plan

Milestone Activity 1.3.8 – Process Review and Project Planning Sign-off

Overview:

The objective of this milestone activity is to gain sign-off for the completion of the Process Review and Project Planning activities based on each party’s performance of its applicable deliverables. The official sign-off ends the SCT and University responsibilities specific to this component of the engagement.

Deliverables:

➢ Sign-off document with signatures by SCT and the University Administration upon completion of all milestone relating to the Process Review and Project Planning

SCT Commitments:

➢ Provide specified deliverables in order for the University to provide formal sign-off document for signatures that recognizes the conclusion of the Process Review and Project Planning milestone activities

University Commitments:

➢ Sign-off at Process Review and Project Planning completion
2.0 System Configuration

Overview:

In this phase, SCT and the University will develop the solution and test plans for the University based on the Process Review findings. Together, we will develop the documentation and training materials; provide training to the Project Team; and design, develop, and test the SCT Banner Baseline Component Systems based on the Overview Process Analysis. We will develop and execute the conversion plan utilizing conversion tools. SCT will assist the University staff and the Project Team in modeling, prototyping, and building tables and rules for the SCT Baseline products and the SCT value-added solutions. Assuming that a contract is in place no later than February 14, 2003, the System Configuration Phase for the SCT Banner Human Resources and Finance Solutions will begin on or about March 1, 2003, and will be completed by approximately November 30, 2004.

The milestones identified in this phase of the project will be finalized during the Project Planning phase of the project. Milestones may be added or deleted as determined by the outcomes of the initial planning sessions. The strategy deliverables will establish implementation directions for the deployment of the University Solution. These milestones will be completed prior to the Solution Deployment (go-live) phase of the engagement. It is intended that SCT and University staff will meet to establish these strategies as the system configuration is being developed.

Milestone Activity 2.1 – Develop University Strategies

SCT and the University will review a variety of approaches to the various components of the implementation. In order to implement the SCT Banner Baseline Component Systems, certain strategies must be developed and plans to incorporate them in the project completed. SCT and the University will develop the following strategies:

2.1.1 Interface Strategy
2.1.2 Migration/Conversion Strategy
2.1.3 Customization (Modifications) Strategy
2.1.4 Workflow Strategy
2.1.5 Change Control Strategy
2.1.6 Security Strategy
2.1.7 Communication Strategy
2.1.8 Self-Service Strategy
Milestone Activity 2.1.1 – Develop Interface Strategy

Overview:

SCT and the University will determine how interfaces will be implemented and maintained as part of the Implementation and Post Implementation activities. Note that, to the extent that the University wishes for interfaces to be constructed, the development of any such interface is outside the parameters of this Scope of Services and would require a separate agreement/amendment between the parties and, except in connection with the development of specifications as described in Milestone 3.3 below, the payment of additional, mutually agreeable fees.

Deliverables:

➤ University Interface Strategy Document
➤ Sign-off

SCT Commitments:

➤ Provide recommendations
➤ Document, with the University, the Interface Strategy

University Commitments:

➤ Assist the strategy planning
➤ Document, with SCT, the Interface Strategy
➤ Sign-off

Milestone Activity 2.1.1.1 – Identify Interfaces Necessary for Production

Overview:

SCT and the University will review the need for interfaces between legacy systems and the SCT Banner Baseline Component Systems. Several interfaces have been identified during the pre-proposal period. The list of interfaces will be evaluated during the Pre-Project Planning and Fit/Gap period, and those that will continue to be required will be identified. Note that, to the extent that the University wishes for interfaces to be constructed, the development of any such interface is outside the parameters of this Scope of Services and would require a separate agreement/amendment between the parties and, except with respect to the development of specifications as described in Milestone 3.3 below, the payment of additional, mutually agreeable fees.

Deliverables:

➤ Formulation of Interface Requirements Document
➤ Sign-off on Interface Requirements Document

SCT Commitments:

➤ Evaluate current interfaces and determine which will continue to be required
➤ List those requirements needed for SCT Banner and identify the additional fees that would be due SCT for the development of any interfaces
Identify solutions as appropriate

University Commitments:

- Provide information concerning legacy system interfaces
- Assist with the evaluation
- Sign-off on the Interface Requirements Document

*Milestone Activity 2.1.2 – Develop Migration/Conversion Strategy*

Overview:

SCT and the University will determine how the University will migrate from legacy systems and develop the conversion strategy to accomplish the migration.

Deliverables:

- Migration Strategy
- Conversion Strategy

SCT Commitments:

- Provide migration and conversion scenarios to the University based on previous experience
- Document, with the University, the Migration/Conversion Strategy and present solution
- Sign-off

University Commitments:

- Assist in the strategy development
- Document, with SCT, the Migration/Conversion Strategy and present solution
- Evaluate strategy documents
- Sign-off

*Milestone Activity 2.1.3 – Develop Customization Strategy*

Overview:

SCT and the University will determine the processes to be customized or enhanced based upon the University process needs and the ability of SCT Banner to accommodate those processes. Note that, to the extent that the University wishes for customizations to be constructed, the development of any such customization is outside the parameters of this Scope of Services and would require a separate agreement/amendment between the parties and the payment of additional, mutually agreeable fees.

Deliverables:

- Customization Strategy
SCT Commitments:

➢ Provide customization scenarios to the University based on previous experience
➢ Document, with the University, the Customization Strategy and present solution
➢ Sign-off

University Commitments:

➢ Assist in the Customization Strategy Development document
➢ Document, with SCT, the Customization Strategy and present solution
➢ Sign-off

**Milestone Activity 2.1.3.1 – Identify Customization Needs Required for Production**

Overview:

SCT and the University will review the processes that require enhancement or customization. This milestone results in the development of a prioritized list of customization targets that must be completed in order to meet processing needs at go-live points in the project. Note that, to the extent that the University wishes for customizations to be constructed, the development of any such customization is outside the parameters of this Scope of Services and would require a separate agreement/amendment between the parties and the payment of additional, mutually agreeable fees.

Deliverables:

➢ Prioritized list of customizations targets
➢ Sign-off on document

SCT Commitments:

➢ Evaluate current processes as part of the Fit/Gap, and evaluate solution alternatives
➢ List, with the University, those customizations that need to be developed, if any, and document the additional fees that would be due SCT for such services
➢ Assist in the prioritization

University Commitments:

➢ Provide information regarding processes to be evaluated
➢ List, with SCT, those customizations that need to be developed
➢ Sign-off on the list of Customizations Document

**Milestone Activity 2.1.4 – Develop University Workflow Strategy**

Overview:

SCT and the University will determine how the University will strategize the implementation of the University workflows as determined during the Pre-Project Planning activity. Workflows are not necessarily acceptable for all processes. The development of the University Workflow Strategy will provide directions to how workflows will be implemented and deployed.
Deliverables:

➢ Workflow Strategy

SCT Commitments:

➢ Provide workflow overview from which the University can develop its strategy
➢ Document, with the University, the Workflow Strategy
➢ Sign-off

University Commitments:

➢ Assist with the strategy development
➢ Document, with SCT, the Workflow Strategy
➢ Sign-off

*Milestone Activity 2.1.5 – Develop Change Control Strategy*

Overview:

SCT and the University will develop a strategy to manage and control change demands as we enter the implementation phase of the project. The Change Control Strategy will be developed as a part of and in concert with the development of the Project Definition document.

Deliverables:

➢ Change Control Strategy

SCT Commitments:

➢ Provide samples of Change Control Strategies previously developed by SCT
➢ Document, with the University, the Change Control Strategy and present solution
➢ Sign-off

University Commitments:

➢ Assist with the strategy development
➢ Document, with SCT, the Change Control Strategy and present solution
➢ Sign-off

*Milestone Activity 2.1.6 – Develop Security Strategy*

Overview:

SCT and the University will develop a strategy for meeting the security requirements for the SCT Banner Solutions. The Security Strategy will define security protocols, security owners, tools, and the method by which new users are assigned to interact with the applications.
Deliverables:

➢ Security Strategy

SCT Commitments:

➢ Provide security strategies to the University based on previous experience
➢ Document, with the University, the Security Strategy and present solution
➢ Sign-off

University Commitments:

➢ Assist with the strategy development
➢ Document, with SCT, the Security Strategy and present solution
➢ Sign-off

*Milestone Activity 2.1.7 – Develop Communication Strategy*

Overview:

SCT recommends that the University develop a communication strategy during the implementation. Many institutions have developed communication strategies to assist in providing information to its constituencies. Thorough communication is a key to a successful implementation.

Deliverables:

➢ Communication Strategy

SCT Commitments:

➢ Provide communication strategies to the University based on previous experience
➢ Document, with the University, the Communication Strategy and present solution
➢ Sign-off

University Commitments:

➢ Assist with the strategy development
➢ Document, with SCT, the Communication Strategy and present solution
➢ Sign-off

*Milestone Activity 2.1.8 – Develop Self-Service Strategy*

Overview:

As we develop the solutions for the University, it will become important to determine how data will be made available to the user community. The University will require a self-service strategy to ensure proper portal use and Web access.
Deliverables:

- Self-Service Strategy

SCT Commitments:

- Review self-service strategies based on previous experience
- Document, with the University, the Self-Service strategy and present solution
- Sign-off

University Commitments:

- Assist the strategy development
- Document, with SCT, the Self-Service Strategy and present solution
- Sign-off

**Milestone Activity 2.2 – Education and Training by Product**

**Overview:**

SCT and the Project Team will provide training to the University staff involved in the project so that they receive sufficient information to be able to understand features, functions, processing rules, operating cycles, and set-up requirements of the SCT Banner Baseline Component Systems. During the Education Milestone Activity, the Project Team will work with the University to determine how the functionality in the SCT Banner Baseline Component System will be deployed. The on-site system education is to be provided at a location to be specified by the University Project Director. The specified Oracle Database Administrator training will be delivered at the SCT Education Center in Malvern, PA.

Deliverables:

- Establish a schedule for completion of the Education Plan
- Develop training material
- Develop documentation
- Deliver functional training
- Deliver Oracle training
- Deliver Product Technical training
- Attendance and sign-off sheets for training

SCT Commitments:

- Define the education requirements.
- Develop the training materials
- Develop the documentation
- Provide technical training for product areas
- Provide the following on site Oracle training:
  - Introduction to Oracle
  - Advanced Oracle PL/SQL
  - Oracle Forms Programming
- Conduct the SCT Banner Baseline Component Systems training according to the developed plan for the following product areas:
- **Finance**
  - General Accounting
    - Chart of Accounts (Chart, Fund, Organization, Program, Activity (optional) and Location (optional))
    - Rule and Process Codes
    - Rule and Validation tables for transaction processing
    - Interface processing
  - Purchasing
    - Rule and Validation tables for Purchase Requisitions and Purchase Orders
  - Accounts Payable
    - Purchase Order Payment Rule and Validation tables
    - One-time vendor payment transactions
    - Bank establishment and Check Reconciliation
    - Student Refund payment transactions
  - Budget Development
    - Rule and Validation tables for budget ID and phases
    - Establishment of budget process controls
  - Fixed Assets
    - Rule and Validation table for fixed assets, including:
      - Acquisition
      - Adjustment
      - Transfer
      - Depreciation
      - Disposal
  - Endowment Management
    - Rule and Validation table for Endowment Management
  - Cost Accounting
    - Rule and Validation table for Cost Accounting
  - Stores Inventory
    - Rule and Validation table for Stores Inventory
  - Research and Proposals
    - Rule and Validation table for Research and Proposals
  - Finance Self-Service
    - Rule and Validation tables for Finance Self-Service

- **Human Resources**
  - Position Control
    - Rule and Validation tables for Position Classes and Positions
    - Single and Pooled Position establishment
    - Position Budget and Accounting Distribution
    - Position Labor Encumbrance establishment
  - Employee
    - Rule and Validation tables for Employee Administration
    - Benefit and Deduction establishment
    - Job and Labor Distribution establishment
    - Leave Balance establishment or conversion of available legacy data
  - Payroll
    - Rule and Validation tables for Payroll Administration
    - Payroll Calculation and Tax Processing Administration
- Payroll Check and Direct Deposit Administration
- Labor Encumbrance Liquidation
- Payroll Bank Reconciliation
  - Employee Self-Service
  - Rule and Validation tables for Employee Self-Service
- Conduct follow-up consulting meetings to validate the University staff's knowledge of the SCT Baseline Component Systems

University Commitments:

- Identify individuals to be trained for each of the modules within the SCT Banner Baseline Component Systems
- Identify up to two individuals that will be attending the following Database Administration courses at the SCT Education Center and provide funding for any associated travel expenses:
  - Oracle Database Administration
  - Advanced Oracle Database Administration
  - Introduction to SCT Banner Administration
  - Oracle Application Server
- Identify individuals requiring other Oracle training
- Identify individuals requiring Product Technical training
- Provide training facilities that will accommodate the persons to be trained (The facility will include PC or other networked devices with access to SCT Banner for the instructor and participants, white board/blackboard, flip chart, computer projection, and audio/visual equipment, as reasonably required.)
- Provide a practice facility (similar to the training facility) to enable those being trained the opportunity for post-training reviews and practice
- Ensure release time for individuals being trained for training and practice sessions
- Provide Milestone Activity sign-off at conclusion of training

Milestone Activity 2.3 – Configure, Validate, and Refine the University Solution

Milestone Activity 2.3.1 – Configure

Overview:

Configure the SCT Banner Baseline Component Systems to reflect the processing decisions reached as a result of the Process Review and Project Planning phase.

Deliverables:

- Development and creation of tables and forms in the SCT Banner Baseline Component Systems
- Sign-off on the System Configuration

SCT Commitments:

- Provide preliminary forms and table setup support for SCT Banner Baseline Component Systems for the areas listed below:
  - Finance
    - General Accounting
      - Chart of Accounts (Chart, Fund, Organization, Program, Activity (optional) and Location (optional))
- Rule and Process Codes
- Rule and Validation tables for transaction processing
- Accounts Receivable, Payroll, Alumni/Development and external systems interface processing
  - Purchasing
    - Rule and Validation tables for Purchase Requisitions and Purchase Orders
  - Accounts Payable
    - Purchase Order Payment Rule and Validation tables
    - One-time vendor payment transactions
    - Bank establishment and Check Reconciliation
    - Student Refund payment transactions
  - Fixed Assets
    - Rule and validation table for fixed assets, including:
      - Acquisition
      - Adjustment
      - Transfer
      - Depreciation
      - Disposal
  - Research and Proposals
    - Rule and Validation tables for research and proposals, including:
      - Grant Accounting
      - Proposals
      - Billing
- Human Resources
  - Position Control
    - Rule and Validation tables for Position Classes and Positions
    - Single and Pooled Position establishment
    - Position Budget and Accounting Distribution
    - Position Labor Encumbrance establishment
  - Employee
    - Rule and Validation tables for Employee Administration
    - Benefit and Deduction establishment
    - Job and Labor Distribution establishment
    - Leave Balance establishment or conversion of available legacy data
  - Payroll
    - Rule and Validation tables for Payroll Administration
    - Payroll Calculation and Tax Processing Administration
    - Payroll Check and Direct Deposit Administration
    - Labor Encumbrance Liquidation
    - Payroll Bank Reconciliation

- Identify University-required business processes not accommodated by the SCT Banner Baseline Component Systems
- Map the University’s existing, primary processes to requirements that can be met by the current version of the SCT Banner Baseline Component Systems and provide alternatives (including fees for customizations) as reasonably required
- Provide support in the development of security/data access rules and requirements
- Review the current University policies and procedures manual and recommend alternatives as required
University Commitments:

- Forms and table set-up support for SCT Banner Baseline Component Systems
- Provide current processing plans so they can be mapped to the requirements that can be met by the SCT Banner Solution

Milestone Activity 2.3.1.1 – Install, Train and Configure SCT Workflow

Overview:

SCT will install, train and configure the SCT Workflow Solution based on the Workflow Strategy developed during the System Configuration phase.

Deliverables:

- Installed Workflow applications
- Technical and Functional Training on SCT Workflow
- Two (2) implemented workflow, one for Banner Finance and one for Banner Human Resources

SCT Commitments:

- Installation of the SCT Workflow products for use with the Banner Finance and Banner Human Resources Component Systems, to include installation and primary operational configuration of SCT Workflow Server and software components.
- One three-day Workflow Technical training session, providing training in the technical administration of SCT Workflow Server and SCT Workflow software components.
- One three-day Workflow Tools functional training session, providing training in the use of the Workflow Tool/Modeler and the techniques for implementing Workflow in Licensee’s business environment.
- One three-day Workflow Process Analysis training session on SCT's methodology for gathering information needed to model workflow-related business processes and in the techniques for identifying specific required data elements for workflow development.
- One three-day Workflow Consulting visit to provide training in the implementation requirements of a Client-selected workflow. This visit will include SCT support for the implementation of one (1) Workflow for each of the Banner Finance and Banner Human Resources Component Systems.

University Commitments:

- Provide access to key individuals or groups for information-gathering purposes.
- Provide access to procedures documents, published strategy and tactical documents, process requirement documents, etc. for information-gathering purposes.
- Provide access to the administrative systems and information.
- Provide functional and technical resources to learn SCT Workflow and to support the implementation of the selected Workflow.
- Validate the installation and assist in the testing
- Provide training facilities that will accommodate the persons to be trained (The facility will include PC or other networked devices with access to SCT Banner for the instructor and participants, whiteboard/blackboard, flip chart, computer projection, and audio/visual equipment, as reasonably required.)
- Sign-off at completion
Milestone Activity 2.3.2 – Install Self-Service Solution

Overview:

SCT will install the Self-Service Solution based on the Self-Service Strategy developed during the System Configuration phase.

Deliverables:

- Installed Self-Service applications

SCT Commitments:

- Meet the requirements of the Self-Service Strategy previously developed
- Install the Self-Service Solution as required
- Sign-off

University Commitments:

- Assist the installation of the Self-Service Strategy
- Validate the installation and assist the testing.
- Sign-off at completion

Milestone Activity 2.3.3 – Test University System Configuration

Overview:

SCT and the University will validate that the University System Configuration (using the features and functions of the Baseline Component Systems or, if additional fees are paid therefore, any customizations thereto) is in material conformity with the University's predefined processing requirements in connection with the implementation. The work performed in this milestone activity includes validating that the conversion was properly performed, and that any developed interfaces are operating in material conformity with applicable technical and functional specification documents. Upon functional demonstration by SCT that the University System Configuration is production ready, the University will sign-off on the University System Configuration.

Deliverables:

- Formulate Test Plan document
- Results of Test Plan indicating that the University System Configuration is production ready for purposes of the Implementation
- Sign-off that the University System Configuration is production ready for purposes of the implementation

SCT Commitments:

- Develop the Test Plans
- Review outcomes of the testing for proper utilization of prototype
- Recommend changes where appropriate
- Demonstrate how, on a functional basis, the University System Configuration could be utilized in a production environment for purposes of the implemented practices and processes
University Commitments:

- Define the test requirements and assist in developing the Test Plan
- Develop the test data and scenarios to be tested
- Conduct the Test Plan and document results
- Compare results against expected outcomes.
- Sign-off after functional demonstration by SCT that the SCT Banner Baseline Component Systems and interfaces (if required) are production ready.

*Milestone Activity 2.3.4 – Validate*

Overview:

The implemented business processes will be tested for accuracy and efficiency. The solutions will be applied to the practices of the University as agreed to and will be validated by the staff that has responsibility for the specific functions.

Deliverables:

- Expected outcomes are reviewed and recorded
- Tested solution based upon a variety of planned expectations

SCT Commitments:

- Assist in the testing and validation of the implemented practices and processes

University Commitments:

- Assist in the testing and validation process
- Sign-off on University System Configuration

*Milestone Activity 2.3.5 – Refine*

Overview:

Business processes associated with the University System Configuration will be refined as a result of the validation milestone activities. The University System Configuration will be validated for accuracy, and adjustments to the processes will be made. The Milestone Activity during this period is one of refinement. Changes will be validated for accuracy, and final tuning of the University System Configuration will be accomplished.

Deliverables:

- Expected outcomes are reviewed and adjustments are made to University System Configuration, if necessary
- Tested (and tuned, if necessary) environment for the University

SCT Commitments:
SCT will assist the refinement and reconfiguration of the University System Configuration for accuracy.

University Commitments:

- Make any needed refinements to legacy systems
- Sign-off on refined University System Configuration

**Milestone Activity 2.3.6 – Develop Manuals**

Overview:

As SCT and the University develop the solution for the University, the processes that are developed need to be recorded and ultimately articulated. SCT will assist in the development of the functional and technical procedure manuals that describe the processes that are deployed. These user manuals will be developed from the documents completed during the SCT Banner Baseline Component Systems Education Milestone Activities and will include a description of the primary business functions and processes to be used with the SCT Banner Baseline Component Systems.

Deliverables:

- Functional Procedure Manuals for Finance and Human Resources

SCT Commitments:

- Assist the University staff in developing the Procedure Manuals
- Meet with the University experts to assess clarity and usefulness
- Request sign-off at conclusion

University Commitments:

- Document the processes as developed
- Edit the manuals for accuracy
- Test the scripts as developed
- Sign-off at completion

**Milestone Activity 2.3.7 – System Configuration Sign-off**

Overview:

The objective of this milestone activity is to gain sign-off for the completion of the system configuration activities based on each party’s performance of its applicable deliverables. The official sign-off ends the SCT and the University responsibilities specific to this component of the engagement.

Deliverables:

- Sign-off document with signatures by SCT and the University Administration upon completion of System Configuration milestone activities
SCT Commitments:

➢ Provide specified deliverables in order for the University to provide formal sign-off document for signatures that recognizes the conclusion of the project milestone activities

University Commitments:

➢ Sign-off at milestone completion
3.0 Solution Deployment (Go Live)

This phase of the project is directed at implementing the University System Configuration. In order to complete this phase, it will be imperative that it is adequately planned, staffed, and executed. In order to accomplish this, we will perform a brief deployment-planning session for the University. The SCT Project Manager and the University Project Team will accomplish the deployment. It is anticipated that there will be several go-live dates for each of the solutions. The go-live period for the Banner Finance Component System is targeted to occur on or about June 1, 2004. The go-live for the Human Resources Solution is targeted to occur on or about January 2, 2005.

The University will provide oversight in this phase of the engagement. University staff will provide the support for completing the implementation and go live support for their campus projects.

Milestone Activity 3.1 – Solution Deployment to the University

Milestone Activity 3.1.1 – Develop Plan

Overview:

Develop the cutover and contingency plan. Test the plan for accuracy and completeness. Certify that the University System Configuration Solution is production ready for end-user processing.

Deliverables:

- Production Cutover Plan document
- Contingency Plan document
- Sign-off of Production Cutover Plan document
- Sign-off of Contingency Plan document
- Functional demonstration by SCT that the University System Configuration Solution is production ready for end-user processing
- Signoff on the University System Configuration Solution

SCT Commitments:

- Support the development of a Contingency Plan document
- Assist the development of the Production Cutover Plan document
- Demonstrate, on a functional basis, that the University System Configuration Solution is production ready for end-user processing

University Commitments:

- Assist in the creation of the Contingency Plan document
- Assist in the creation of the Production Cutover Plan document
- Signoff on the Contingency Plan and Production Cutover Plan documents
- Provide signoff on the readiness of the University System Configuration Solution
Milestone Activity 3.1.2 – Install Upgrades from SCT, if required

Overview:

SCT will provide upgrades (if necessary) during the implementation period in accordance with the terms of the Technical Currency Agreement entered into between the parties and for so long as such Technical Currency Agreement remains in full force and effect. If any customization or interface is built onto any Baseline Component System (whether by SCT, the University or any authorized third party), the upgrade of such customized Component System (which would include the integration of the customizations or interfaces into the updated version) will be outside of the scope of SCT’s obligations hereunder. In this event, SCT will provide a quote to the University for the installation of the upgrade.

Deliverables:

➤ Installation plan for upgrades
➤ Installed upgrades

SCT Commitments:

➤ Provide assessment of upgrades to determine their applicability to the University
➤ Install upgrades as necessary (see limitations above is Baselines have been customized)
➤ Test upgrades and validate their adaptability to University processes

University Commitments:

➤ Evaluate upgrades with SCT
➤ Determine their applicability
➤ Assist in the testing and verification activity
➤ Sign-off upon completion

Milestone Activity 3.2 – Conversion

This milestone is concerned primarily with the conversion of the legacy data as defined during the University System Configuration of this engagement. The University will have primary responsibility for managing and completing the conversion effort, including the actual conversion of the data. SCT will serve as consultants in this milestone.

Milestone Activity 3.2.1 – Conversion Plan Creation and Legacy Data Mapping

Overview:

SCT will perform the data mapping in concert with the University technical staff. Mapping includes crosswalk information where legacy data must be converted to the University System Configuration Solution. The University staff will perform the conversion planning activity with support from SCT.

Deliverables:

➤ Data Conversion Plan
➤ Data map of legacy system to SCT Banner Baseline Component Systems
➤ Sign-off of Conversion Plan
Sign-off of Data Map
SCT Commitments:

➤ Assist the development of the Data Conversion Plan
➤ Consult on SCT Banner Baseline Component Systems concepts

University Commitments:

➤ Perform and manage the initial mapping of legacy data to SCT Banner Baseline Component Systems (from supplied data maps)
➤ Contribute legacy details for the Conversion Plan
➤ Sign-off of the Data Conversion Plan and Data Map documents

*Milestone Activity 3.2.1.1 – Data Migration Tools Installation, Training and Support*

Overview:

SCT will provide the SCT Banner Data Migration Toolkit and on-site training in the use of the SCT Converter Tool, documentation/user manual for the Converter Tool, and remote support.

Deliverables:

➤ The Data Migration Toolkit, which includes:
  • SCT Banner Baseline Data Mapping Definitions, providing the baseline descriptions of the SCT Banner column values.
  • Generated SQL Scripts, used to create Oracle-based conversion tables.
  • Generated SQL*Loader Control File, to be used for the loading of data into conversion tables in the Licensee Oracle environment.
  • Data Translation Tools (Crosswalk Structures), providing the capability to equate legacy code values to new SCT Banner values that may be needed.
  • Generated PL/SQL Conversion Scripts
  • Toolkit Documentation
➤ Data Migration Toolkit Training
➤ Provide twenty-four (24) months of remote telephone / Web SCT Actionline support for the SCT Data Migration Toolkit during standard SCT Actionline support hours.
SCT Commitments:

➢ Install the SCT Banner Data Migration Toolkit software.
➢ Prepare the data conversion schema.
➢ Provide one three-day training session on the functional and technical use of the SCT Banner Data Migration Toolkit software.
➢ Provide one three-day SCT Banner Component system-specific Application Data Migration training session for each Banner Finance and Banner Human Resources.
➢ Provide recommendations on the departmental user involvement and appropriate validation and testing procedures.
➢ For each application module being converted to a licensed SCT Banner Component system, SCT will provide table- and column-level training pertaining to format, content and data validation. This training may be provided on-site or remotely depending on project timing and the particular application being converted.

University Commitments:

➢ Provide access to key individuals or groups for information-gathering purposes and interviews.
➢ Provide access (where available) to procedures documents, published strategy and tactical documents, process requirement documents, etc. for information-gathering purposes.
➢ Provide access to the administrative systems and information.
➢ Identify individuals to be trained for each of the modules within the SCT Banner Baseline Component Systems.
➢ Provide training facilities that will accommodate the persons to be trained (The facility will include PC or other networked devices with access to SCT Banner for the instructor and participants, white board/blackboard, flip chart, computer projection, and audio/visual equipment, as reasonably required.)
➢ Provide Milestone Activity sign-off at conclusion of training

_Milestone Activity 3.2.2 – Temporary Oracle Table Population_

Overview:

The University is to write data extraction programs that pull data from the existing administrative system and populate the temporary Oracle tables used by the conversion tools. The University edits the data and tests it within the temporary tables prior to deployment to the production ready database. The University is further responsible for ensuring that the data to be converted is clean and in an appropriate format for the conversion process.

Deliverables:

➢ Extract programs
➢ Validated output

SCT Commitments:

➢ Assist in conversion data validation as it relates to the SCT Banner Baseline Component Systems
➢ Validate the database creation for proper population of the data converted and initially moved to the SCT Banner Baseline Component System.
University Commitments:

- Populate the temporary tables
- Write extraction programs
- Test data extraction programs
- Validate extract output

*Milestone Activity 3.2.3 – SCT Banner Table Population*

Overview:

SCT provides utility programs that read the edited, tested temporary tables in pre-defined conversion sequences and insert information into the appropriate University Foundation Solution database tables. SCT and the University Project Team execute these programs according to the Project Plan and convert the data.

Deliverables:

- Data validation
- Converted data into the University System Configuration Solution

SCT Commitments:

- Provide utility programs and scripts
- Assist with the validation of tables in the University System Configuration Solution
- Assist with the insertion of information as required

University Commitments:

- Manage the data conversion
- Execute extract programs
- Conduct data verification and validation
- Verify data in legacy systems
- Sign-off on data conversion

*Milestone Activity 3.3 – Produce Interfaces to Other Systems*

*Please note – SCT will develop one Milestone Activity (work order) for each of the interfaces that need to be developed and write up to a maximum of ten (10) functional specifications for interfaces. Additional interface specifications beyond the ten (10) included herein will be provided for an additional fee to be mutually agreed by both parties.*

Overview:

SCT and the University will review interface needs. If interfaces are required, SCT, with the assistance of University staff, will determine the effort for each and develop up to ten (10) functional specifications for their completion. The development of the actual interfaces is not included in the scope of this proposal. If the University would like for SCT to develop interfaces to the SCT Banner systems, it would require the payment of additional fees to be mutually agreed to by the parties.
SCT will develop a milestone document defining a scope of work and cost for SCT to develop each of the ten (10) interfaces identified.

Deliverables:
- Identification of up to 10 Required Interfaces
- Milestone Activity Documents
- Functional Specifications

SCT Commitments:
- Support the Development Functional Needs document
- Create Functional Specification documents
- Support the development of the Milestone Activity Documents

University Commitments:
- Provide information about legacy systems
- Sign-off on Functional Specification documents

The cost to develop interfaces will be determined as a result of the process evaluations conducted during the Process Review and Project Planning, the University System Configuration Solution Build, and Deployment activities. If the University would like SCT to develop such interfaces, the parties will enter into an amendment hereto to specify the additional fees to be paid SCT for this effort. The number of interfaces, as well as their complexity, is not known at this time. SCT has included an effort estimate to establish the interface strategy for the University. See Milestone, Strategy Development. The strategy will be employed during the evaluation process.

**Milestone Activity 3.4 – Develop Reporting Solution and Datamarts as Determined During the University System Configuration Build Phase (if licensed)**

Overview:

SCT and the University will implement two (2) reporting datamarts as agreed to during the Process Review and the University System Configuration build activity. It is anticipated that the University will determine how the datamarts will be used and will develop their reporting solutions based upon the previously developed reporting strategy. Under this fixed price approach, SCT will provide up to 180 customization hours for local report development against the datamart. In the event that the University requires more than 180 hours in connection with the customization of datamarts, such services will be outside of the scope hereof and will require payment of additional fees.

Deliverables:
- Installed operational Datamart
- Localized upgrade
- Documentation that meets the installed and configured solution
- Sign-off on Datamart deliverables
Reporting Solution

SCT Commitments:

- Install two (2) SCT Baseline Datamarts
- Customize the SCT Baseline Datamarts to meet the University requirements, with 300 hours of services included within this Scope for this purpose (additional hours will require payment of additional fees)
- Assist the development of the Technical and Functional Operations and Process document
- Help the development of a Reporting Solution
- Validate Datamart operations in the University Foundation Solution Environment

University Commitments:

- Support the Baseline Installation
- Provide continuous information regarding needs
- Review documentation
- Assist the testing as necessary
- Validate outcomes
- Sign-off as completed

Milestone Activity 3.5 – Train End Users

The milestone activities included in the Train End Users activity have been included to identify the specific activities related to getting the end user community trained and prepared to use the University solution.

Milestone Activity 35.1 – Plan, Assess, and Schedule

Overview:

Assess the training requirements of the end-user community whether daily users of the solution or casual users. Develop tailored training plan and schedule to accomplish the training requirements. SCT conducts the milestone activities with the Project Team and uses the output from the process review activity to determine those to be trained. Managers of the various business units will be required to assist the activity of this milestone

Deliverables:

- Assessment Plan (to ensure a broad-based approach)
- Training Plan that meets the calendar requirements of the milestone
- Training Schedule that meets the needs of the user community
- Functional and technical readiness review for proper use of the University solution in the planned environment

SCT Commitments:

- Identify areas to be trained
- Develop the End-User Training Plan
- Develop training schedule
University Commitments:

- Determine the end users to be trained
- Ensure end users have basic computer skills and can work with Windows and browser applications (Windows literate)
- Assist in the development of the End-User Training Plan
- Provide sign-off upon completion of training

*Milestone Activity 3.5.2 – End-User Training Materials Development*

Overview:

Develop tailored training materials that will be used in the training of end users. It is intended that the University will take ownership for the development of the training materials while SCT and the University staff will jointly develop them.

Deliverables:

- Training Materials

SCT Commitments:

- Assist in the development of End-User Training Materials as required

University Commitments:

- Lead the development of the End-User Training Materials as required

*Milestone Activity 3.5.3 – Train the Trainers*

Overview:

To train the University training team on the use of the developed training materials so that they will be prepared to assist in the delivery of training to the end user community.

Deliverables:

- Plan Train-the-Trainer schedule
- Trainers are trained

SCT Commitments:

- Identify personnel that will assist the training
- Implement the Train-the-Trainer Plan
- Train the Trainers

University Commitments:

- Identify staff that will serve as trainers
- Ensure staff availability
Support the Train-the-Trainer Plan
- Attend training activities
- Continue to ensure that end users have basic computer skills and can work with Windows and browser applications (Windows literate)
- Conduct End-User Training
- End-user re-training will be the responsibility of the University
- Provide sign-off upon completion of training

**Milestone Activity 3.6 – Sign-off on the University Solution**

**Overview:**

During this milestone, SCT and the University Project Team will review the capabilities of the University Solution installed. SCT will establish formal sessions to review the processes developed. It is intended that the University staff will identify any gaps that remain in the implementation.

**Deliverables:**

- Review Plan
- Consulting as required
- Sign-off document

**SCT Commitments:**

- Provide process and/or technical consulting to meet SCT’s milestone requirements
- Provide insight into consulting needs as appropriate
- Manage the consulting effort

**University Commitments:**

- Identify consulting needs as appropriate and in a timely manner
- Attend consulting as appropriate
- Provide a sign-off as consulting sessions are completed
4.0 Stabilization and Closeout Phase

Overview:

This phase of the implementation has been developed to serve two purposes. First, to evaluate the implemented solutions in the production environment; and second, to closeout or end the project. Every project has a beginning and end. The Stabilization and Closeout phase represents the end. Typical efforts undertaken in this phase include addressing any Documented Defects, planning for the completion of deferred activities, evaluating selected processes in production, and planning future engagements. The stabilization periods for the SCT Banner Finance is targeted to start July 1, 2004 and Human Resources on January 1, 2005 and are to have a duration of three months.

These milestone activities include both administrative and contract closures, and measure the completion of the project in terms of events and milestone activities.

Milestone Activity 4.1 – Evaluate Solution in Production

Overview:

During the stabilization period, SCT will evaluate how the solution works in production. SCT will meet with staff and monitor the processes to assess their applicability and efficiency. Where necessary, SCT will make recommendations for improvements.

Deliverables:

➢ Production Assessment Report
➢ Recommendations for improvements

SCT Commitments:

➢ Provide process assessment in production environment

University Commitments:

➢ Provide access to those business units processing the Solution and their personnel as reasonably required
➢ Have personnel demonstrate the University Solution to SCT project personnel

Milestone Activity 4.2 – Evaluate Project and Closeout

The intent of this milestone is to complete the project and to establish the ongoing relationship between the University and SCT.

Milestone Activity 4.2.1 – Managing the Solution

Overview:

SCT and the University Project Team meet to articulate the methods by which SCT continues to provide support to University to the Project Team. The Project Team will be asked to create a University User Committee that will continue to monitor the needs of the end-user community as related to their respective
business units. SCT will instruct the University staff on how they create their relationship to the SCT ActionLine and will recommend conditions under which the SCT ActionLine is utilized.

Deliverables:

- Establishment of the University User Committee
- Review of ActionLine procedures
- Identify methods by which SCT provides upgrades and releases to the SCT Banner Baseline Component Systems (under the Technical Currency Agreement) and identifies the procedure used to secure additional support

SCT Commitments:

- Review ongoing methods for communicating with SCT when project is ended
- Recommend establishment and construct of the University User Group
- Achieve mutual agreement with the University Services organization on the relationship with SCT ActionLine

University Commitments:

- Establish University relationship process
- Form User Group
- Define charter and responsibilities for the User Group
- Provide sign-off when Milestone Activity has been completed

**Milestone Activity 4.2.2 – Closeout**

Overview:

The objective of this milestone activity is to gain sign-off for the project based on each party’s performance of its applicable deliverables. The official sign-off ends the SCT and University responsibilities specific to the Project Plan.

Deliverables:

- Sign-off document with signatures by SCT and the University Administration upon completion of all milestone activities

SCT Commitments:

- Provide specified deliverables in order for the University to provide formal sign-off document for signatures that recognizes the conclusion of the project milestone activities

University Commitments:

- Sign-off at project completion
5.0 Campus Pipeline Luminis Foundation Services

Overview and Limitations


Project Management

University will be required to provide a full time Project Manager for the duration of the SCT Luminis project. This individual will work with SCT to develop a mutually agreed to Work Breakdown Structure. In addition, the University Project Manager and SCT will work together to identify the required resources from University. The University Project Manager will be responsible to update and maintain the mutually agreed to SCT Luminis project plan and will be required to raise any issues to SCT in a timely manner.

Installation

SCT will install the Baseline SCT Campus Pipeline Luminis Component System on University’s equipment at University’s location. University is required to ensure that hardware, operating systems and network configurations are configured according to the recommended specifications prior to the scheduled installation dates. These requirements will be provided to University with sufficient lead-time to allow University to perform the tasks required.

University will allocate technical resources to work with SCT during the installation. These University technicians should be dedicated to the installation activities for the duration of the tasks.

Implementation

University must provide SCT with access to subject matter experts to assist with knowledge transfer to SCT staff and to assist in the analysis required to understand, define, modify or create the business process to support the Luminis implementation. University is responsible for providing an experienced trainer to complete the end user training tasks identified in the Luminis Project Plan.

Other Considerations - Assumptions:

- The services included in this scope do not include services related to Content Management System (CMS) implementation. The scope and delivery of CMS services should be assessed at a future time based on thorough analysis of the institution’s strategic goals, business objectives and technical requirements.
The scope of Integration Services varies based on the specific requirements of the institution (Student Information System, Learning Management System, Course Tools, custom application integration, etc). The scope of Integration Services required for the institution will be identified during the Assessment and Planning stages of the engagement. Additional fees may be required depending on the scope identified.

All installations are conducted by SCT Technical Consultants. The SCT Actionline will support only installations performed by certified SCT technical consultants.

Should additional requirements beyond the baseline functionality offered by the Luminis Foundation Platform be identified during any of the project stages and determined by the project owners to be a high priority (for example, complex uPortal channel development), a separate discovery will be executed. A Statement of Work will be generated to detail scope and additional charges.

Customized onsite training assumes no more than 10 participants per trainer. Training agendas and session durations will be determined in collaboration with the institution’s training lead or project manager. If multiple sessions or multiple instructors are required, additional fees may be incurred.

The institution is responsible for providing a Project Manager to work with SCT Campus Pipeline services personnel. If this resource is not available, SCT can provide a Project Manager to perform these responsibilities at an additional cost.

The institution is responsible for providing an experienced trainer to train end-users on Luminis Foundation as detailed in the Luminis Project Plan. If this resource is not available, SCT can provide a Master Trainer to perform these responsibilities at an additional cost.

The durations detailed in this document are included as a reference for what can be expected during a typical engagement. The utilization of time and resources for many of the activities are flexible and will be optimized for each project as agreed to by the SCT Campus Pipeline Project Manager and the institution.

For each activity detailed in the Assess and Plan Milestones of the implementation, SCT’s Campus Pipeline Services along with the institution Project Manager will determine resource needs.

The institution’s technical staff will ensure that hardware, operating systems and network configurations are configured according to recommended specifications prior to the scheduled Luminis Foundation installation dates.

The activities in any given stage may include combinations of time spent on-site at client’s location, off-site at the resource’s office location and/or at the SCT Campus Pipeline Institute in Salt Lake City.

**Milestone Activity 5.1 – Implementation Assessment**

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**Milestone Activity 5.1.1 - Strategic Objectives**

Overview:

Given the scope of the Luminis implementation, aligning the goals and objectives of the implementation with the strategic vision and mission of the institution is an essential starting point. During this activity, key decision makers and executives come together to identify the goals and objectives of the project, determine necessary resources, create the project charter and identify the Executive Sponsor and Project Manager. Establishing executive advocacy ensures the consistent deployment of resources and priorities. This process provides the project teams with the guidelines and direction necessary for a successful implementation.

During this initial one-week on site visit, the SCT Campus Pipeline consultant and/or project manager will meet with key stakeholders and participants of the Luminis implementation. The objective of these meetings is to develop the documents that will define the guidelines and strategies for the implementation of Luminis at the University.

Deliverables:
Project Charter
Identification of executive sponsor and project manager
Integration strategy
Content strategy
Organizational impacts
Scope document
Issue log and risk watch list
Status reporting process (from SCT to institution)

SCT Commitments:
- Document project vision and objectives
- Define project roles and responsibilities
- Prepare the high-level project timelines
- Recommend project charter
- Prepare high-level project scope document
- Establish project management controls and processes

University Commitments:
- Provide a Project Manager to work with Campus Pipeline services personnel
- Make available the institution’s subject matter experts to assist with knowledge transfer to Campus Pipeline project team members and/or analysis needed to understand, define, modify, or create the deliverables
- Review and provide sign-off on delivered documents

*Milestone Activity 5.1.2 Business Process Review*

Overview:
An essential foundation for planning site content, application/data integration requirements, and training plans is an accurate understanding of the business processes that the implementation will support. During this two-week activity, existing business processes will be reviewed as a critical preliminary step to the requirements gathering/analysis and scope definition activities. Critical processes (such as registration, advising, and payment) will be identified in their current state and then modeled to support the Luminis implementation. This process will identify content, data integration, and organizational requirements. Process modeling facilitates the first-order decision making for the implementation, and allows the project planning team to anticipate critical impacts Luminis will have on key areas of the organization and the system.

Deliverables:
- Inventory of impacted Business Processes
- Integration inventory
- Content inventory
- Organizational impacts report
SCT Commitments:

- Inventory impacted business processes
- Identify data requirements
- Identify primary content requirements
- Identify significant organizational impacts

University Commitments:

- Make available the institution’s subject matter experts to assist with knowledge transfer to Campus Pipeline project team members and/or analysis needed to understand, define, modify, or create the deliverables
- Provide review and sign-off of delivered documents

**Milestone Activity 5.1.3 – Requirements Gathering, Analysis and Scope Definition**

Overview:
Gathering requirements is an essential part of any project, and understanding fully what a project will deliver is critical to its success. In the first week, SCT Campus Pipeline consultants collaborate with the institution’s project planning team to gather project requirements and dependencies. Participants for this initial step of eliciting information should represent a broad range of university constituents. SCT consultants collaborate with the institution’s project planning team to analyze and prioritize project requirements. During this activity, the requirements from the previous activity will be refined, detailed and verified. Critical business processes (such as registration, advising, and payment) will also be identified in their current state and then modeled to support the Luminis implementation. This process will build upon the content, data integration, and organizational requirements identified in the Business Process Review.

During the second week, the SCT Campus Pipeline consultants will remotely verify and refine the information gathered and develop the final deliverables.

Deliverables:

- Summary of findings
- Project Scope document

SCT Commitments:

- Gather user requirements and expectations
- Interview key constituents
- Analyze existing documentation
- Build Solutions Delivery Framework (SDF)
- Assign levels of complexity
- Prioritize requirements
- Recommend global and phased project scope
- Define project planning team

University Commitments:
> Make available the institution's subject matter experts to assist with knowledge transfer to Campus Pipeline project team members and/or analysis needed to understand, define, modify, or create the deliverables
> Provide review and sign-off of delivered documents

**Milestone Activity 5.2 – Implementation Planning**

**Milestone Activity 5.2.1- Content Planning**

Overview:
The Content Planning activity takes the content strategy identified during the Process Modeling activity and builds out a content plan for Luminis. This one day on-site and two day remote activity encompasses the design, processes, and training necessary to customize the site, identify critical policies and processes, and identify key content management roles and resources.

Deliverables:
> Content Plan
> Content administration policies
> Content administration roles
> Content customization timelines

SCT Commitments:
> Identify site layout and content
> Identify critical roles for content management
> Determine content customization tasks and timelines

University Commitments:
> Make available the institution's subject matter experts to assist with knowledge transfer to Campus Pipeline project team members and/or analysis needed to understand, define, modify, or create the deliverables
> Review and provide sign-off on delivered documents

**Milestone Activity 5.2.2- Organizational Strategies & Impacts Planning**

Overview:
Organizational Strategies & Impacts Planning is not only important to the success of the Luminis Foundation implementation but also becomes one of the most valuable outputs of the Plan Stage. Many organization goals and objectives, which drive development, are based on the expectation of change. During this three day activity, SCT Campus Pipeline consultants will collaborate with the project planning team on-site and two days remotely to:

- Establish an Organizational Change Management (OCM) plan. Identify changes that can be expected during and after the Luminis implementation, and identify a timeline for the change, metrics and who will act as sponsors (perhaps the executive sponsor or other strategic individuals or key decision makers); change agents (for example, business analysts who participate in requirements workshops); and change targets (end users or content contributors) who will participate in various life-cycle stage activities such as requirements, testing, and training
• Establish a Communication Plan for the Luminis project that will address the unique, ongoing communication needs and methods for all key stakeholder groups, such as faculty, staff, students, web developers, content developers, system administrators, project teams, committees, and executives. The Communication Plan includes end user marketing strategies and materials, project communication processes, web strategies, and ongoing feedback mechanisms. Timelines and ownership will be assigned for all aspects of the Communications Plan.

• Establish a Training Plan that will address primary segments of the user population with targeted training designed for each segment. Like the Communication Plan, the Training Plan will encompass the training needs and methods for key stakeholders, such as faculty, staff, students, web developers, content developers, system administrators, and project teams. The Training Plan is a tool that identifies timelines, types of training, dependencies, objectives, and materials for each user group.

• Establish a Staff Development Plan that identifies skills needed to customize and manage all Luminis components, as well as to work within the web-based environment. This plan will include a gap analysis to identify critical areas of skill development and a proposal for addressing those gaps.

Deliverables:

➤ Communication plan
➤ Training plan
➤ Staff development plan
➤ Organizational Change Management Plan

SCT Commitments:

➤ Identify communication and training needs
➤ Identify skill requirements
➤ Create communication and training plans
➤ Develop Organizational Change Management (OCM) Plan

University Commitments:

➤ Make available the institution’s subject matter experts to assist with knowledge transfer to Campus Pipeline project team members and/or analysis needed to understand, define, modify, or create the deliverables
➤ Review and provide sign-off on delivered documents
➤ Execute the plans developed, with support from SCT as outlined in this scope document.

*Milestone Activity 5.2.3- Technology Planning*

Overview:
The Technology Planning activity is designed to frame the prioritized technical architecture requirements and plans against existing IT systems and technical goals and priorities. Through analysis of user requirements, existing and future technology requirements, and integration options offered by the Luminis Foundation software, the technology stakeholders on campus can reach consensus on phased functionality and identify viable options for fulfilling their requirements. This information can then be used by campus IT leaders to build a framework for planning the implementation. The data gathered in this one-week workshop will be analyzed by the SCT Campus Pipeline consultants to define viable integration options, high-level scope and estimated cost that will be detailed and delivered to the campus project leaders for further discussion.
Deliverables:

- Technical Approach Document
- Technical Work Plan
- Operational Readiness Requirements

SCT Commitments:

- Define Email architecture
- Define Authentication approach
- Define SIS integration approach
- Define Single Sign-On approach
- Identify global technical requirements
- Determine operational readiness requirements

University Commitments:

- Make available the institution's subject matter experts to assist with knowledge transfer to Campus Pipeline project team members and/or analysis needed to understand, define, modify, or create the deliverables
- Review and provide sign-off on delivered documents

*Milestone Activity 5.2.4- Layout Customization*

Overview:
Layout Customization demonstrates the tailoring of uPortal layouts to suit an institution's needs, by allowing users to create specific layouts for different groups of users. SCT Campus Pipeline consultants work with the institution to specify roles for customized layouts and create layout fragments. These fragments are then edited to present content and services appropriate to the targeted user group.

Deliverables:

- Customized, tested, and validated uPortal user interface

SCT Commitments:

- Provide three days of remote support for the definition and set up of layouts for specific roles.

University Commitments:

- Define and set up layouts for specific roles. Tasks include:
  - Aggregated Layout Management (working with dlm.xml file and creating virtual users who will be layout owners)
  - Specify the logic of the layout scheme (designing layout for each role and how all roles' layouts interact)
  - Create layouts (including locking down or granting rights to manage tabs, columns, and/or channels)

*Milestone Activity 5.2.5- Standard Channel Creation*
Overview:
Creating uPortal channels is a central aspect of content creation and management in the Luminis (non-CMS) environment. This activity deals with the types of standard uPortal channels (Inline Frame, RSS, Image, and XML/XSL Transformation). SCT Campus Pipeline consultants will guide participants through choosing appropriate channel types, setting parameters, associating channels with appropriate categories, and targeting recipient groups for whom the channels are to be published.

Deliverables:
- Standard Channelized Content
- Developed, tested channels deployed within the institution's Luminis environment

SCT Commitments:
- Provide three days of remote support for the specification of channel parameters

University Commitments:
- Specify parameters (URLs, control settings, recipient groups, etc.) for inline frame, image, and RSS channels

Milestone Activity 5.2.5- Project Plan Development

Overview:
SCT Campus Pipeline project manager will remotely collaborate with the institution's project manager and teams to create the phased project plans related to the system components. The phased plans will create the framework for more detailed planning related to training, system technology, content management, and integration. As a result, the Global Project Plan will encompass each phased plan that will create the roadmap for the implementation.

Deliverables:
- Global Project Plan
- High level phase project plans

SCT Commitments:
- Create the Global Project Plan
- Create the high level phase project plan

University Commitments:
- Make available the institution's subject matter experts to assist with knowledge transfer to Campus Pipeline project team members and/or analysis needed to understand, define, modify, or create the deliverables
- Review and provide sign-off on delivered documents

Milestone Activity 5.3 - Installation

Milestone Activity 5.3.1- Installation of Test or Development Environment
Overview:
Given that a Luminis implementation requires a rigorous installation process involving a number of complex software components, SCT Campus Pipeline professional services will perform the installation to ensure Luminis systems function and can be maintained. The Campus Pipeline onsite installation service will help ensure the most efficient and timely installation of the Campus Pipeline™ Luminis Foundation with minimal impact on the client IT staff. A SCT Campus Pipeline Technical Consultant will guide the institution's technical staff through all the critical tasks of the Campus Pipeline Installation Plan in preparation for installation. Following installation, the SCT Campus Pipeline Technical Consultant will certify the success of the installation for client acceptance.

Deliverables:
- Completed pre-installation blueprint with sign-off
- Component installation
- System configuration and performance tuning
- Completed Installation verification test plan.

SCT Commitments:
- Pre-installation Q&A and pre-installation support
- Provide tested and operational Platform II system
- Transition ownership of system to client administrator(s)

University Commitments:
- The institution's technical staff will ensure that hardware, operating systems and network configurations are configured according to recommended specifications prior to the scheduled Luminis Foundation installation dates.
- Review and provide sign-off on delivered documents

*Milestone Activity 5.3.2 - Installation of Production Environment*

Overview:
The Campus Pipeline onsite installation service will help ensure the most efficient and timely installation of the Campus Pipeline™ Luminis Foundation with minimal impact on the client IT staff. A SCT Campus Pipeline Technical Consultant will guide the institution's technical staff through all the critical tasks of the Campus Pipeline Installation Plan in preparation for installation. Following installation, the SCT Campus Pipeline Technical Consultant will certify the success of the installation for client acceptance.

Deliverables:
- Completed pre-installation blueprint with sign-off
- Component installation
- System configuration and performance tuning
- Completed Installation verification test plan.

SCT Commitments:
- Pre-installation Q&A and pre-installation support
- Provide tested and operational Platform II system
Transition ownership of system to client administrator(s)

University Commitments:

➢ The institution’s technical staff will ensure that hardware, operating systems and network configurations are configured according to recommended specifications prior to the scheduled Luminis Foundation installation dates.
➢ Review and provide sign-off on delivered documents

Milestone Activity 5.4 - Training

Milestone Activity 5.4.1 - Training

Overview:

Campus Pipeline Training Services are designed to provide functional and technical training in the use and management of the Campus Pipeline software. The specific training services included herein are detailed by offering title below:

Deliverables:

➢ TEC101: System Administration Training (assumes 2 participants at the SCT Utah Education Center)
➢ TEC102: CIPIP Training (assumes 2 participants at the SCT Utah Education Center)
➢ EDU104: Faculty Orientation (assumes 1 day onsite at Licensee location)
➢ EDU105: End user Training (assumes 1 day onsite at Licensee location)
➢ EDU106: Power User Training (assumes 1 day onsite at Licensee location)
➢ EDU107: Trainer Certification (assumes 2 participants at the SCT Utah Education Center)

SCT Commitments:

➢ Provide a schedule of when training courses are offered
➢ Provide recommendations of which University staff should attend training sessions

University Commitments:

➢ Provide a dedicated trainer to train end-users on Luminis Foundation

Additional University Requirements:

Additional fees are required for printed course materials and for trainer certification that are not included in the fixed price quoted. These fees are:

➢ $75 materials fee per participant for TEC101, TEC102, EDU104, EDU105, EDU106
➢ $750 materials fee per participant for EDU107
➢ $3000 Trainer Certification Site License for EDU107

Milestone Activity 5.5 – Additional Implementation Scope Development

Milestone Activity 5.5.1- Content Development Services
Overview:

During the Assess and Plan stages of the engagement, content development requirements will be defined. If the institution desires to engage SCT in the development and deployment of content to their environment, a separate statement of work will be scoped and estimated for these services. The fees for Content Development Services are not included in the Fixed Fee described for the Committed Services quoted in Exhibit 1 of the Agreement. Any such services, if requested by the University, will require payment of additional fees which SCT will estimate as described herein. In any such estimate, SCT will specify whether the services will be provided on a fixed fee or time and materials basis and the hourly rate (if applicable) and payment terms associated therewith. To the extent such services are provided to the University, they will be provided in accordance with the rates and payment terms specified in the written estimate and the terms and conditions of the Agreement.

Deliverables:

➤ Statement of work for content development

SCT Commitments:

➤ Development of statement of work
➤ Cost Estimation

*Milestone Activity 5.5.2- Integration Development Services*

Overview:

The scope of Integration Development Services varies based on the specific requirements of the institution (Student Information System, Learning Management System, Course Tools, custom application and/or data integration, etc). The fees for Integration Development Services are not included in the Fixed Fee described for the Committed Services quoted in Exhibit 1 of the Agreement. Any such services, if requested by the University, will require payment of additional fees which SCT will estimate as described herein. In any such estimate, SCT will specify whether the services will be provided on a fixed fee or time and materials basis and the hourly rate (if applicable) and payment terms associated therewith. To the extent such services are provided to the University, they will be provided in accordance with the rates and payment terms specified in the written estimate and the terms and conditions of the Agreement.

Integration Development Services will be scoped and estimated in a separate statement of work based on the outcomes of the Assess and Planning activities.

Deliverables:

➤ Statement of work for integration development

SCT Commitments:

➤ Development of statement of work
➤ Cost Estimation
Milestone Activity 5.5.1- Campus Pipeline Luminis Premier Implementation Services

Overview:

During the Assess and Plan stages of the engagement, Campus Pipeline Luminis Premier implementation requirements will be defined. If the institution desires to engage SCT in the implementation and deployment of Campus Pipeline Luminis Premier to their environment, a separate statement of work will be scoped and estimated for these services. As noted above, implementation services related to the Luminis Premier Package are not included in the Committed Services described in Exhibit 1 of the Agreement and such services, if requested by the University, will require payment of additional fees to SCT which will be estimated by SCT when the statement of work is developed therefor. In any such estimate, SCT will specify whether the services will be provided on a fixed fee or time and materials basis and the hourly rate (if applicable) and payment terms associated therewith. To the extent such services are provided to the University, they will be provided in accordance with the rates and payment terms specified in the written estimate and the terms and conditions of the Agreement.

Deliverables:

➤ Statement of work for Campus Pipeline Luminis Premier implementation

SCT Commitments:

➤ Development of statement of work
➤ Cost Estimation
6.0 Additional Terms

(1) To the extent that the University has an obligation to sign-off on a particular milestone or deliverable in accordance with this Scope of Services, it must, within ten (10) business days after SCT’s delivery of such deliverable or milestone or SCT’s written notification that a particular item is ready for the University’s review or designated task, either: (a) provide written sign-off as contemplated in the Scope of Services; or (b) describe in detail the deficiencies (“Deficiencies”) in the item at issue as to why SCT has not met the responsibilities described herein in connection therewith. Such Deficiencies cannot relate to services/requests that are outside the services described in this Scope of Services. If the University identifies Deficiencies that remain to be completed, SCT will resolve the Deficiencies in a manner that meets its obligations hereunder. Upon such re-delivery, the parties will engage in the foregoing process until sign-off has occurred. Notwithstanding the above, sign-off (or acceptance) with respect to any item requiring such sign-off will be deemed to have occurred if: (a) the University does not notify SCT in writing of Deficiencies within ten (10) business days after delivery of the item or written notification that a particular item is ready for the University’s review or designated task, or (b) SCT has been unable to perform its obligations in connection with the deliverable or item at issue due to the failure of the University to: (i) provide responses promptly to SCT inquiries, or (ii) fulfill its responsibilities as set forth in this Scope or Services, as updated, or the project plan.

(2) The University and SCT agree to exert diligent efforts to abide by the activity timelines for tasks to be performed by SCT and the University hereunder. If in the event the University cannot meet its project obligations or otherwise fails to provide the necessary cooperation or assistance required by SCT and such failure, in either case, causes SCT to be unable to meet its obligations pursuant to this Scope of Services (as updated) and the project plan, SCT and the University will jointly develop a corrective action plan to either address the issues causing the delay or to mutually agree to revise the affected project plan timelines. Additional services required as a result of these revisions may result in additional charges to the University if SCT is required to expend additional effort as a result of the University’s failing. In addition, the University understands that there are many factors that are outside of SCT’s reasonable control that could delay the completion of services within the Timeline. The factors include (i) the failure of parties other than SCT (including the University and/or third parties) to undertake actions (including providing reasonable cooperation and assistance) that are necessary prerequisites to SCT’s performance requirements as set forth in this Exhibit A; (ii) defects and/or deficiencies in third party products, material and/or services not provided by SCT; or (iii) other variables outside of SCT’s reasonable control. In the event of a delay caused by such factors, the Project Schedule shall be adjusted accordingly; the University will work in good faith to minimize the obstacles causing the delay. If the delay is caused by the University, then the terms of the first portion of this paragraph above shall apply.

(3) To the extent that SCT is to provide any services to the University which are not included within the fixed fee parameters of this Scope of Services, the parties shall execute a Work Order or Amendment in each instance to document the fees and terms associated with such services.
1. Supplemental Terms for License To Use Campus Pipeline Luminis Component System. Licensee’s license to use the Campus Pipeline Luminis 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: “Campus Pipeline Luminis Component System” means the software programs provided by SCT for incorporation into or for use with the other Component Systems which are or have been licensed by SCT to Licensee (“Other Component Systems”).

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

4. Restrictions on Use of Campus Pipeline Luminis Component System. Licensee’s use of the Campus Pipeline Luminis Component System is subject to the following additional terms and conditions:

   (a) Licensee has the right to use the Campus Pipeline Luminis Component System only in binary executable form and 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 Campus Pipeline Luminis Component System is proprietary to SCT and its third party licensors. Title to the Campus Pipeline Luminis Component System will at all times remain vested in SCT or its third party licensors, as applicable. Except for the right of use that is expressly provided to Licensee under this Supplement, no right, title or interest in or to the

CAMPUS PIPELINE SOFTWARE
SUPPLEMENT- Luminis Model

Campus Pipeline Luminis Component System is granted to Licensee. Without limiting the obligations of SCT in connection with the Campus Pipeline Luminis Component System, Licensee acknowledges and agrees that all Third Party Components are provided “as is” and without express or implied warranty. Licensee further acknowledges that the third party licensors of such Third Party Components assume no liability for any claim that may arise regarding such Third Party Components;

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

(d) Licensee will not allow the Campus Pipeline Luminis Component System to be displayed or viewed through any sponsor-based internet application or service without the prior written approval of SCT;

(e) If Licensee wishes to use the mark “Campus Pipeline” as part of the name for its intranet, it may do so with SCT’s prior consent, which will not be unreasonably withheld, and provided Licensee does not separate the words “Campus” and “Pipeline.” Licensee may use SCT’s “Campus Pipeline” trademarks, service marks and/or logos in connection with Licensee’s marketing of the Campus Pipeline Luminis Component System at Licensee’s campus or among its alumni provided Licensee adheres to SCT’s “Campus Pipeline” trademark guidelines;

(f) Licensee may alter the content and/or page layout of the Campus Pipeline Luminis Component System screens only as expressly permitted by SCT in its installation guide provided with the most current Campus Pipeline Luminis Component System release, or as expressly authorized in writing by SCT.
1. **Additional Definitions.**

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

- Document Management Software (includes trading partner management and recipient database);
- Transaction Set Modules;
- Transaction Sets for Transcript Management, consisting of TS 130 - Transcript, TS 131 - Transcript Acknowledgment, TS 997 - Functional

Acknowledgment and TS 190 - Enrollment Verification;

together with certain other tangible and intangible components.

2. **Ownership.** Certain segments of the EDI Smart Software are owned by third parties that have authorized SCT to grant Licensee a right of use therefor.

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

(a) Each licensed copy of the EDI Smart System will not be used on more than one (1) Windows-based personal computer.
EXHIBIT 2

ADDITIONAL SOFTWARE SUBJECT TO TERMS OF SECTION 3(f):

ADDITIONAL COMPONENT SYSTEMS:

<table>
<thead>
<tr>
<th>Component System</th>
<th>Option Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCT Banner Student</td>
<td>Included</td>
</tr>
<tr>
<td>SCT Banner Financial Aid (including INAS)</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Subtotal 1</strong></td>
<td><strong>$410,190</strong></td>
</tr>
<tr>
<td>XtenderSolution Integration Component for SCT Banner</td>
<td>Included</td>
</tr>
<tr>
<td>SCT Banner XtenderSolutions (See Detail Table below)</td>
<td>Included</td>
</tr>
<tr>
<td><strong>Subtotal 2</strong></td>
<td><strong>$119,874</strong></td>
</tr>
<tr>
<td>SCT Banner Executive Self-Service</td>
<td>$53,340</td>
</tr>
<tr>
<td><strong>Subtotal 3</strong></td>
<td><strong>$53,340</strong></td>
</tr>
<tr>
<td><strong>TOTAL OPTION LICENSE FEE</strong></td>
<td><strong>$583,404</strong></td>
</tr>
</tbody>
</table>

Additional Terms:

1. Where the quoted fees for two Component Systems are not broken down, but rather bundled together in a subtotal, Licensee must purchase a license for each of the two Component Systems in a package for the pricing above to apply. To the extent Licensee wishes to purchase a license for only one of the two Component Systems in a package, Licensee must separately negotiate the license fees for the applicable Component System(s) with SCT and, if the parties agree upon such price, execute an amendment reflecting such agreement.

2. License fees shall be due and payable by no later than forty (40) days after receipt of the Additional Component Systems.

3. In the event that Licensee exercises its option to acquire licenses for the SCT Banner Student and SCT Banner Financial Aid Component Systems in accordance with Section 3(f) and this Exhibit 2, then SCT hereby agrees that, provided that Licensee commits to purchase such services in the amendment executed to license the Optional Software, it will provide certain datamart services for these two Component Systems for a fixed fee amount of $206,505. The scopes of services for such datamart services shall be substantially similar to the datamart services described in the Scope of Services for the Banner Finance and Banner Human Resources Component Systems and will be provided by SCT, if requested by Licensee, in accordance with the applicable terms of the second paragraph of Section 3(f) of the Agreement. In the event Licensee commits in the amendment to purchase datamart Maintenance for the Banner Student and Banner Financial Aid datamarts, then SCT agrees that the first annual fee for such Maintenance shall be $37,171, with renewal and pricing escalation to be governed by the terms of the Datamart Maintenance provision in Exhibit 1 of this Agreement.

4. In the event that Licensee acquires a license to any of the Optional Software by the date specified in Section 3(f) of the Agreement, then the first annual fee due for Improvements to which Licensee is entitled under the Technical Currency Agreement shall be calculated at 15% of the net license fee due for each Component System, except that the first year's Technical Currency fee for the Xtender Solutions Integration Component System and SCT Banner XtenderSolutions Component System shall be calculated at 20% of the net license fee due for such Component Systems, with the term of maintenance, annual escalation and renewal governed by the terms of the Technical Currency Agreement entered into by the parties on or about the Effective Date.

02/11/03
### SCT Banner XtenderSolution Detail Table:

<table>
<thead>
<tr>
<th>SCT Banner XtenderSolution Component System</th>
<th>Concurrent Users (ccu)</th>
<th>Scan licenses – Max. No. of Scanner Connections that Licensee is Permitted to Make (psc)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ApplicationXtender</td>
<td>125 (ccu)</td>
<td>10(psc)*</td>
</tr>
<tr>
<td>WebXtender</td>
<td>125 (ccu)</td>
<td>10(psc)*</td>
</tr>
<tr>
<td>ScanXtender</td>
<td></td>
<td>10(psc)*</td>
</tr>
<tr>
<td>ISIS FixTools Runtime</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level 1-3 ISIS Scanner Driver</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The “PSC” limitation applies to commercial-grade scanners only. Licensees can make additional connections with so-called “personal” or “desktop” scanners on an as-needed basis, without limitation as to number.
Minimum Supported Configuration

The hardware specified is a minimum suggested configuration based on generic sizing guidelines and is not intended to be a recommendation. SCT does not guarantee system performance.

Customized for University of West Florida
Approximately 8,500 enrollments, 2,000 employees, Banner Finance, HR, Self-service, Campus Pipeline, SCT Workflow, Datamart services (optional). IBM AIX solution desired where supported.

<table>
<thead>
<tr>
<th>Machine Use</th>
<th>Minimum CPU/Memory configuration</th>
<th>Operating System(s) supported</th>
<th>Required Software in addition to operating system</th>
</tr>
</thead>
<tbody>
<tr>
<td>Production Banner database server</td>
<td>2 RS/6000 current speed CPUs, 2 GB RAM, 72 to 100 GB usable disk storage</td>
<td>Most types of Unix(^1), Open VMS, Intel NT/2000</td>
<td>Oracle Database Enterprise Edition, Oracle Programmer, C/C++ compiler(^2), COBOL Compiler(^3), SCT provided Banner software, PERL (NT Only)</td>
</tr>
<tr>
<td>Banner Self-Service Application server</td>
<td>1 or 2 RS/6000 current speed CPUs, 1 GB RAM, 18 GB usable disk storage</td>
<td>Most types of Unix(^1), Intel NT/2000</td>
<td>Oracle Internet Application Server Enterprise Edition, SCT provided Banner software</td>
</tr>
<tr>
<td>Banner Core Components Application Server</td>
<td>2 Intel Pentium III or Pentium IV CPUs, 1 GHz or faster, 2 GB RAM, 18 GB usable disk storage.</td>
<td>Intel NT/2000, Sun Solaris. Other Unix platforms under consideration. Anticipate AIX support April 2003</td>
<td>Oracle Internet Application Server Enterprise Edition with forms and reports services</td>
</tr>
<tr>
<td>SCT Workflow Server</td>
<td>1 or 2 RS/6000 current speed CPUs, 1 GB RAM, 36 GB usable disk storage</td>
<td>Most types of Unix(^1), Intel NT/2000</td>
<td>Oracle 9i AS Release 2, SCT provided Workflow software</td>
</tr>
<tr>
<td>Campus Pipeline</td>
<td>Up to date sizing information can be found at <a href="http://www.campuspipeline.com">www.campuspipeline.com</a></td>
<td>Sun Solaris, Intel NT</td>
<td>Campus Pipeline provided software, SCT integration components</td>
</tr>
<tr>
<td>SCT XtenderSolutions</td>
<td>Not Bid</td>
<td>Please refer to the SCT XtenderSolutions datasheet</td>
<td>Please refer to the SCT XtenderSolutions datasheet</td>
</tr>
<tr>
<td>Executive Self-service</td>
<td>Not Bid</td>
<td>Most types of Unix(^1), Open VMS, Intel NT/2000</td>
<td>Oracle Database Enterprise Edition with Partitioning Option, SCT provided Executive self-service software.</td>
</tr>
<tr>
<td>SCT Datamart Services</td>
<td>2 RS/6000 current speed CPUs, 2 GB RAM, disk storage appropriate to data warehousing needs</td>
<td>Most types of Unix(^1), Intel NT/2000, Red Hat Linux</td>
<td>Oracle Database Enterprise Edition</td>
</tr>
<tr>
<td>e-Print server</td>
<td>Not Bid</td>
<td>Intel based Red Hat Linux</td>
<td>SCT provided e-print software</td>
</tr>
</tbody>
</table>

\(^1\) Unix includes AIX, Solaris, HP-UX, IBM's AIX, Sun Solaris, SGI Irix, AT&T Unix, HP-UX, Plan 9, HP-UX

\(^2\) C/C++ compiler

\(^3\) COBOL Compiler
<table>
<thead>
<tr>
<th>Machine Use</th>
<th>Minimum Number of CPUs</th>
<th>Operating System(s) supported</th>
<th>Required Software in addition to operating system</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banner client (Core Components)</td>
<td>PC or Mac</td>
<td>Windows 95/98/NT/2000 4.0/2000, Mac OS supported by latest MRJ</td>
<td>PC: Java enabled browser, JInitiator plug-in (optional for IE5, required for Netscape), Mac: with IE 5 and latest MRJ</td>
</tr>
<tr>
<td>Banner forms developer workstation. Existing machine(s) of similar or greater spec may be used</td>
<td>1 CPU, 400 MHz, 128 MB memory</td>
<td>Windows 95/98/NT 4.0/2000</td>
<td>Oracle Internet Developer Suite, SCT provided forms source code</td>
</tr>
<tr>
<td>Banner client workstation (traditional client).</td>
<td>1 CPU, 200 MHz, 64 MB memory</td>
<td>Windows 95/98/NT 4.0/2000</td>
<td>Oracle Internet Developer Suite Forms, Reports and Graphics runtime, Oracle Net8</td>
</tr>
</tbody>
</table>

1Unix systems supported include:
Bull DPX/20 running AIX 4.3
Compaq (DEC) Alpha running DEC UNIX Release 4.0d, 4.0f and 5.0, True64 Unix
HP-UX Release 11
IBM AIX Release 4.3 or higher (please note that OS/390 is NOT supported)
Sun (SPARC) Solaris 2.6 (or later)

2Unix systems require an ANSI compliant C or C++ compiler, NT systems require Microsoft Visual C++ version 5.0 or later.

3Unix systems require MicroFocus Object COBOL Developer Suite, NT systems require MicroFocus NetExpress 1.0 or later. Both developer and sufficient runtime licenses are required. Contact Microfocus (www.microfocus.com) for details.

*Listed servers and/or clients may not need to be acquired new. Existing machines of similar or greater spec may be used.
SCT SOFTWARE LICENSE & SERVICES AGREEMENT
UNIVERSITY OF WEST FLORIDA ADDENDUM

This Addendum is a part of the attached Contract between University of West Florida, acting for and on behalf of the University of West Florida Board of Trustees, a Public Body Corporate, referred to as the “University,” and SCT Software & Resource Management Corp., referred to as “Vendor.” This addendum relates to Vendor providing contractual services as described in attached Software License & Services Agreement (the “Contract”).

The Parties to the attached Contract and Addendum, in consideration of the mutual covenants and stipulations set in Contract and Addendum, agree as follows:

A. The Vendor is an independent contractor pursuant to Florida law. The Vendor assumes responsibility for provision of the services, as provided in attached Contract:

B. Pursuant to Section 215.422(3)(b), Florida Statutes, the University shall mail the Vendors’ payment within 40 days after receipt of an invoice that clearly identifies the services and expenses for which compensation is sought and receipt of the services provided in accordance with the terms and conditions of the purchase order/contract. Failure to mail the warrant within 40 days shall result in the agency paying interest at a rate specified in Section 55.03 F.S. The interest penalty shall be mailed within 15 days after mailing the warrant. A “Vendor Ombudsman” has been established with the Florida Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 488-2924, or by calling the State Comptroller’s Hot Line at 800-848-3792.

C. The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Contract and shall be submitted to the Contract Manager in detail sufficient for a proper preaudit and postaudit. Each bill or invoice must clearly identify the services, and expenses for which compensation is sought. Payment for services will be tendered only for services or the portion of services completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission.

D. The performance of the University of any of its obligations under this Contract shall be subject to and contingent upon the availability of funds appropriated by the Legislature or otherwise lawfully expendable for the purpose of this Contract for the current and future periods. The University shall give notice to Vendor of the non-availability of such funds when University has knowledge. Upon receipt of such notice by Vendor, Vendor shall be entitled to payment only for those services performed and expenses, if any, reasonably incurred by Vendor prior to
the date notice is received. In connection with the foregoing, the University believes that sufficient funds can be obtained to pay all amounts due Vendor under this Agreement and hereby agrees that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its best efforts to have such portion of the budget approved. It is the University’s intent to make all payments due under the Contract if funds are legally available therefore. In the event sufficient funds are not appropriated and budgeted in any fiscal period for payments due for services under this Agreement, then the University will immediately notify Vendor of such occurrence and Vendor may notify the University that this Agreement will expire effective on the last day of the fiscal period for which appropriations were received. Notwithstanding the foregoing, the University agrees that the provisions of this Section D will not apply if any funds are appropriated to it, or by it, for the acquisition, retention or operation of software or other services similar to which are being provided by Vendor hereunder. The University represents and warrants that sufficient funds have been legally approved and appropriated and encumbered to pay the “Total License Fee” within the timeframes set forth on Exhibit 1 of the Contract. Notwithstanding anything in this Addendum or the Contract to the contrary, the University agrees it will not terminate the Contract for insufficient funding pursuant to this Section D unless and until Licensee has first fully paid Vendor the entire “Total License Fee” set forth on Exhibit 1 of the Contract or in any duly executed amendment thereto. Payment of the Total License Fee, as a condition precedent to the University’s termination for insufficient funding, is in addition to any payments due SCT pursuant to this Section D for services performed by SCT and expenses incurred, if any, through the date of termination for insufficient funding.

E. If this Contract includes reimbursement for travel expenses, such reimbursement must comply with Sections 287.058(1)(b) and 112.061, Florida Statutes. Any additional expenses incurred by SCT beyond those to be reimbursed by the University under the above-referenced statutory provisions shall be the sole responsibility of Vendor.

F. Each party assumes any and all risk of bodily injury, death and tangible property damage attributable to the negligent acts or omissions of that party and its own officers, employees and agents. Vendor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with Vendor or otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling Vendor’s obligations under this Contract.

G. The Vendor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Contract. Refusal by the Vendor to allow such public access shall be grounds for cancellation of this Contract by
the University. Notwithstanding the foregoing, Vendor shall be entitled to seek a protective order or ruling against disclosure prior to the disclosure or publication of certain proprietary or confidential information as permitted by the laws of the United States or the State of Florida.

H. This Contract shall be subject to cancellation by the University for any or no reason (a "termination for convenience") upon 30 days written notice to Vendor. A termination penalty may not be charged to the University. In the event of such termination for convenience, Vendor will cease work promptly upon receipt of such notice of termination for convenience. If the Contract is so terminated, the University must pay to Vendor with forty (40) days from such termination only: (i) the total license fee remaining on any software previously licensed from SCT, where the Total License Fee for the Component Systems originally licensed is in the amount of $683,800; (ii) in connection with any services other than the Committed Services provided for a fixed fee under Exhibit 1 and Appendix A to the Agreement (for which travel and living expenses are included in the monthly fee), all fees for Services rendered and expenses incurred by SCT through the date of such termination for convenience; and (iii) in connection with the datamart services provided to the University, the remaining unpaid fee due for the software portion of the datamart fees (where the software portion of the datamart fees equals $104,850 and Licensee would be paying 1/30th of this fee upon payment in full of each monthly payment for the Committed Services described in Exhibit 1 and Appendix A and, where if a termination is effective in the middle of a month, SCT would be paid on a pro rata basis for the month at issue). With respect to the Committed Services provided for a fixed fee under Exhibit 1 and Appendix A to the Agreement, in order to determine the amounts due for Services rendered and expenses incurred through the date of termination, the University shall pay Vendor for the percentage of the total work effort provided through the date of termination by dividing the number of months of services provided through the date of termination by the total number of months over which the services were to be provided under the project plan. All such fees shall be paid to SCT within forty (40) days following the effective date of a termination under this provision.

Unless otherwise instructed by the University in the written notice of cancellation provided under this provision or otherwise, during the 30 day period between receipt of the aforementioned notice of cancellation and the effective date of termination, Vendor shall unwind operations and transition resources in a reasonably efficient manner so as to minimize fees and expenses charged to the University.

I. Unless otherwise provided in the Contract, any renewals, amendments, alterations or modifications to the Contract must be signed or initialed and approved by the signatories of this Contract or other duly authorized representatives of the Vendor and the University.
J. The validity, construction and effect of the Contract shall be governed by the law of the State of Florida. The University, as an agency of the State of Florida, is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation. In the event either party is required to obtain from any governmental authority any permit, license or authorization as a prerequisite to perform its obligations, the cost shall be borne by the party required to obtain such permit, license or authorization.

K. In accordance with Section 112.3185, Florida Statutes, the Vendor certifies that to the best of its knowledge and belief, no individual employed by him or subcontracted by it has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Vendor shall be grounds for cancellation of this Contract by the University.

L. Subject to the provisions and limitations of Section 9 ("Indemnity by SCT") and Section 16 ("Limitations of Liability") of the Contract, Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the University of West Florida Board of Trustees, the University of West Florida Board of Governors, University of West Florida and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the activities of every kind and nature of Vendor or its officers, employees, agents and contractors, in connection with this Contract.

M. Except for the limited assignment rights set forth in Section 13 ("Assignment") of the Contract, Vendor may not, without the advance written approval of University, assign any right or delegate any duties under this contract, nor may it transfer, pledge, surrender or otherwise encumber or dispose of its interest in any portion of this Contract.

N. Each term and condition of this Contract is material and any breach or default by Vendor in the performance of each such term and condition shall be a material breach of the entire Contract for which University shall have the right to terminate this Contract pursuant to of Section 10 ("Term and Termination") of the Contract upon notice to Vendor and without termination penalty to University. Notwithstanding the foregoing and anything else in this Addendum, upon termination of this Contract, Vendor shall not be deemed to have waived, and subject to the limitations otherwise provided for in the Contract, shall be entitled to seek, any remedy available to Vendor at law and in equity, including, without limitation, any claims and remedies relating to wrongful termination by the University.

O. It is understood and agreed that nothing contained herein is intended, or should be construed, as creating or establishing the relationship of partners between the
parties, or as constituting Vendor as the agent or representative of University for any purpose in any manner whatsoever. Vendor is not authorized to bind University to any contracts or other obligations. Vendor shall not expressly or impliedly represent to any party that Vendor and University are partners or that Vendor is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

P. No failure to exercise or delay in exercising any right, power or remedy accruing to University for any breach or default of Vendor under the Contract shall impair any such right, power or remedy of University, or be construed as a waiver by University of any such breach or default thereafter or of any similar breach or default occurring; nor shall any waiver of any single breach or default be construed as a waiver of any other breach or default thereafter occurring.

Q. This Addendum and the Contract embody the entire agreement of the parties regarding the subject matter thereof, and there are not other representations, promises, agreements, conditions or understandings, either oral or written, between University and Vendor other than are set forth. No subsequent alterations, amendment, change or addition to this Contract shall be binding upon either University or Vendor unless reduced to writing and signed by them and by direct reference made a part hereof.

R. This agreement is subject to the provisions of the Rules for the Administration of Purchasing Program, Chapter 6C-18, Florida Administrative Code, 6C-18.050 (6) effective January 13, 1999, regarding Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida, Department of Management Services following a conviction for a public entity crime may not submit a bid on a contract, may not be awarded or perform work as a consultant, supplier, or subcontractor, and may not conduct business with a state agency for a period of thirty six months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract.

S. The University shall consider the employment by the Vendor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract.

T. Vendor agrees to abide by the University rules, including the University Sexual Harassment Policy. A copy of the Sexual Harassment Policy is available at the University General Counsel’s Office by calling 850-474-3420.
IN WITNESS WHEREOF, the parties have caused this Addendum to be executed.

SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION

4 Country View Road
Malvern, PA 19355

Donald Eisele
Vice President
Title

UNIVERSITY OF WEST FLORIDA
Board of Trustees, a Public Body Corporate

Signature

President of UWF
Title

2/25/03
Date

February 11, 2003
Date