AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT (the "Amendment"), made and effective this 29th day of July, 2009 ("Amendment Date"), amends the Master Agreement with an Effective Date of July 1, 2002 ("Master Agreement") between THE COMMONWEALTH OF VIRGINIA ("The Commonwealth"), acting through Virginia Commonwealth University, as the "Lead Institution"; and SUNGARD HIGHER EDUCATION INC. ("SunGard Higher Education"), for and on behalf of itself and certain other entities controlled by, controlling and/or under common control with SunGard Higher Education (each an "Affiliate").

The University of Virginia ("UVA") is a public institution of higher education under the auspices of the Commonwealth of Virginia. UVA has completed the requirements of the VPPA and has selected SunGard Higher Education, parent company of SunGard Higher Education Advancement Inc., and formerly known as "Business Systems Resources Inc." ("BSR"), as its contractor.

UVA has notified both SunGard Higher Education and the Lead Institution that UVA desires to be named as a member of the Virginia Higher Education SunGard Higher Education User Group, and accordingly, to have the right to obtain licenses of SunGard Higher Education software products.

In consideration of the promises and the covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. Defined Terms. Each of the terms defined in the Master Agreement will have the same meaning ascribed to that term in the Master Agreement whenever the term is used in this Amendment.

2. Amending Provisions. The Virginia Higher Education SunGard Higher Education User Group is amended to include the University of Virginia as an "Institution."

3. Integration Provision. Except as expressly modified by this Amendment, the Master Agreement remains unchanged and in full force and effect.

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

SUNGARD HIGHER EDUCATION INC.  VIRGINIA COMMONWEALTH UNIVERSITY

By: ____________________________  By: ____________________________
Name: VALERIE MEAD  Name: ____________________________
Title: VICE PRESIDENT, FINANCE  Title: ____________________________

7/22/09 8/3/09

VA.HE.Master.UVA Amend.1
AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT (the "Amendment"), made and effective this ___ day of May, 2009 ("Amendment Date"), amends the Master Agreement with an Effective Date of July 1, 2002 ("Master Agreement") between THE COMMONWEALTH OF VIRGINIA ("The Commonwealth"), acting through Virginia Commonwealth University, as the "Lead Institution"; and SUNGARD HIGHER EDUCATION INC. ("SunGard Higher Education"), for and on behalf of itself and certain other entities controlled by, controlling and/or under common control with SunGard Higher Education (each an "Affiliate").

James Madison University ("JMU") is a public institution of higher education under the auspices of the Commonwealth of Virginia. JMU has completed the requirements of the VPPA and has selected SunGard Higher Education as its contractor.

JMU has notified both SunGard Higher Education and the Lead Institution that JMU desired to be named as a member of the Virginia Higher Education SunGard Higher Education User Group, and accordingly, to have the right to obtain licenses of SunGard Higher Education software products.

Therefore, in consideration of the promises and the covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. **Defined Terms.** Each of the terms defined in the Master Agreement will have the same meaning ascribed to that term in the Master Agreement whenever the term is used in this Amendment.

2. **Amending Provisions.** The Virginia Higher Education SunGard Higher Education User Group is amended to include James Madison University as an "Institution."

3. **Integration Provision.** Except as expressly modified by this Amendment, the Master Agreement remains unchanged and in full force and effect.

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

SUNGARD HIGHER EDUCATION INC

By: 

Name: VALERIE MEAD
Title: VICE PRESIDENT, FINANCE

6/23/09

VIRGINIA COMMONWEALTH UNIVERSITY on behalf of the Commonwealth of Virginia Higher Education SunGard Higher Education User Group

By: 

Name: 
Title: Associate Vice President
Business Services and Treasurer

6-19-09
AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT (the “Amendment”), made and effective this 5th day of March, 2007 (“Amendment Date”), amends the Master Agreement with an Effective Date of July 1, 2002 (“Master Agreement”) between THE COMMONWEALTH OF VIRGINIA (“The Commonwealth”), acting through Virginia Commonwealth University, as the “Lead Institution”; and SUNGARD HIGHER EDUCATION INC., previously known as "Sungard SCT Inc.” and prior thereto, as “SCT Software & Resource Management Corporation” (“Sungard Higher Education”), for and on behalf of itself and certain other entities controlled by, controlling and/or under common control with Sungard Higher Education (each an “Affiliate”).

Background

Radford University (“Radford”) is a public institution of higher education under the auspices of the Commonwealth. Radford currently uses certain higher education-specific ERP software (the “Bi-Tech HE Software”) that was licensed by SunGard Bi-Tech LLC (“SunGard Bi-Tech”), an affiliate of Sungard Higher Education, pursuant to the terms and conditions of a software licensing agreement between Radford and SunGard Bi-Tech (the “Radford/Bi-Tech HE Agreement”).

Pursuant to an intercompany agreement between SunGard Bi-Tech and Sungard Higher Education, SunGard Bi-Tech transferred the licensing rights for the Bi-Tech HE Software to Sungard Higher Education; and further, assigned its interests under the SunGard Bi-Tech HE Agreement to Sungard Higher Education (the “Intercompany Transaction”). Accordingly, pursuant to the Intercompany Transaction, Radford became a client of Sungard Higher Education, and a licensee of Sungard Higher Education software products.

Radford has notified both Sungard Higher Education and the Lead Institution that Radford desires to be named as a member of the Virginia Higher Education Sungard Higher Education User Group, and accordingly, to have the right to obtain licenses to use Component Systems as an Institution pursuant to the Master Agreement.

Therefore, in consideration of the promises and the covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. Defined Terms. Each of the terms defined in the Master Agreement will have the same meaning ascribed to that term in the Master Agreement whenever the term is used in this Amendment.

2. Amending Provisions. The Virginia Higher Education Sungard Higher Education User Group is amended to include Radford University as an “Institution.”

3. Integration Provision. Except as expressly modified by this Amendment, the Master Agreement remains unchanged and in full force and effect.

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

SUNGARD HIGHER EDUCATION INC

By: [Signature]
Name: VALERIE MEAD
Title: VICE PRESIDENT, FINANCE

VIRGINIA COMMONWEALTH UNIVERSITY
on behalf of the Commonwealth of Virginia Higher Education Sungard Higher Education User Group

By: [Signature]
Name: RAUL DEZ
Title: ASSOCIATE VICE PRESIDENT, REVENUE SERVICES & TREASURER

3/7/07

VA.HE.Master.Radford Amend.1
AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT (the "Amendment"), made and effective as of February __, 2005 ("Amendment Date"), amends that certain Master Agreement with an Effective Date of May __, 2002 ("Master Agreement") by and between THE COMMONWEALTH OF VIRGINIA ("The Commonwealth"), at the request of the Virginia Information Technologies Agency ("VITA"), formerly named the "Department of Technology and Planning," through Virginia Commonwealth University, as the "Lead Institution"; and SUNGARD SCT INC. ("SCT"), formerly named “SCT Software & Resource Management Corporation,” for and on behalf of itself and certain other entities controlled by, controlling and/or under common control with SCT.

BACKGROUND

Under the Master Agreement, SCT and the Lead Institution have the right to amend Attachment A of the Agreement to increase the listing of Available Software that Institutions can license from SCT; and further, to amend the Agreement to increase the listing of Information Services that Institutions can obtain from SCT. SciQuest Inc. ("SciQuest") and SCT have entered into a certain agreement pursuant to which SCT, through the period ending June 30, 2005, and as such term may thereafter be extended, can provide institutions of higher education with a term license (as opposed to a perpetual license) to use SciQuest's "HigherMarkets Software," as defined hereinbelow, and Information Services in connection with the HigherMarkets Software. Accordingly, the Lead Institution and SCT are further amending the Master Agreement to set forth the additional terms and conditions upon which Institutions can obtain both a term-of-years license to use the HigherMarkets Software, and the Information Services related to the implementation and configuration of the HigherMarkets Software.

NOW THEREFORE, in consideration of the promises and the covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. Defined Terms. Each of the terms defined in the Master Agreement will have the same meaning ascribed to that term in the Master Agreement whenever the term is used in this Amendment. Additionally, the term “HigherMarkets Software” means all or any subset of the following software products of SciQuest:

   HigherMarkets® Spend Director®
   Includes: SelectSite® Foundation; Catalog Manager, Purchasing Assistant, Business Intelligence, One Content Pack (which includes enablement of up to ten (10) suppliers in a hosted or a punch-out manner, with a maximum of 25,000 new SKUs for hosted catalogs)

   Requisition Manager

   Order Manager

   Budget Manager

   Additional Content Packs
   Includes: Catalog Enablement of up to ten (10) suppliers in a hosted or a punch-out manner, with a maximum of 25,000 new SKUs for hosted catalogs.

   Science Catalog
   Includes: Chemical, Antibody, and Column Resources and one (1) Science Catalog Pricing Pack

Other terms defined in the provisions of this Amendment, including those terms defined in attached "HigherMarkets Software Supplement," will in each instance have the meaning ascribed to such term in the corresponding definition whenever that term is used in this Amendment.


   (a) Price List Revised; Right To Order Term License For HigherMarkets Software.

      (i) The Master Agreement is amended so that, through June 30, 2005, inclusive (the "HigherMarkets Order Stop Date"), Attachment A (7/04) – Revised List Prices, is deemed to include the HigherMarkets Software as a

SciQuest Higher Markets SS. 10.04
"Third Party Component System." Accordingly, the Commonwealth acknowledges and agrees that the usage fees payable to SCT in each instance for a particular Institution’s right to use the HigherMarkets Software in question are not listed in Attachment A (7/04) - Revised List Prices and will instead be specified in the underlying Order Form pursuant to which the Institution in question receives the term-of-years license for the HigherMarkets Software in question. In any event, SCT covenants that, in each instance, it will negotiate in good faith with the Institution in question as to the pricing for the HigherMarkets Software being licensed by that Institution.

(ii) For purposes of clarification, Institutions will have the right, through the HigherMarkets Order Stop Date, to obtain from SCT a term license to use the HigherMarkets Software, with such order to be executed by the execution by both SCT and the Institution in question on or before the HigherMarkets Order Stop Date an Order Form conforming to the requirements otherwise provided for in the Master Agreement generally and in this Amendment particularly, but the term of the HigherMarkets Software license so effected by the execution of such Order Form can extend through June 30, 2010, inclusive.

(b) Additional Software Supplement. Attachment D of the Master Agreement, Certain Software Supplements, is amended by adding to such Attachment D the HigherMarkets Software Supplement attached to this Amendment.

(c) Availability of HigherMarkets Software Implementation and Configuration Services.

(i) The Master Agreement is further amended to provide that, through the HigherMarkets Order Stop Date, Institutions can order from SCT Implementation, configuration and related Information Services for the HigherMarkets Software, with SCT expressly reserving the right to have such Information Services for the HigherMarkets Software be provided by SciQuest, as SCT’s subcontractor. Notwithstanding any other term or condition of the Master Agreement, the fees that an Institution will pay to SCT for the Information Services for the HigherMarkets Software are not specified in the Master Agreement, are not identified in Attachment B of the Master Agreement, are not subject to any fee escalation “cap” otherwise provided for in the Master Agreement, and are not subject to the Information Services discounts provided for in the Master Agreement. Instead, the fees for Information Services for the HigherMarkets Software will be determined on a per-engagement basis, and will be specified in the underlying Order Form pursuant to which the Institution in question is obtaining the HigherMarkets Software Information Services in question. Further, and without limitation, no HigherMarkets Software Information Services will be included in the Services Hours Aggregate for any purpose whatsoever, including, in particular, for the purpose of determining the “Discount Off Percentage” applicable to Information Services, generally. In any event, SCT covenants that, in each instance, it will negotiate in good faith with the Institution in question as to the scope and the pricing for the HigherMarkets Software Information Services to be obtained by that Institution.

(ii) In each instance in which an Institution is to obtain HigherMarkets Software Information Services: (A) SCT, in conjunction with SciQuest, will develop a Statement of Work for the HigherMarkets Software Information Services in question (each a "HigherMarkets Statement of Work"), and that HigherMarkets Statement of Work will be included in the Order Form (such Order Form which both the Institution in question and SCT must execute prior to the HigherMarkets Order Form Stop Date, the parties acknowledging that the HigherMarkets Software Information Services provided for therein may in fact be rendered and paid for after the HigherMarkets Order Form Stop Date) pursuant to which the Institution in question is obtaining the HigherMarkets Software Information Services in question; and (B) the Order Form will specify the fees payable to SCT for the HigherMarkets Software Information Services in question.

(d) Procedure for Grant of HigherMarkets Software Term License. In each instance in which an Institution desires to obtain from SCT a license to use the HigherMarkets Software, both the Institution in question and SCT must, on or before the HigherMarkets Order Stop Date, sign an Order Form that incorporates the HigherMarkets Software Supplement from this Master Agreement by reference, and includes, without limitation, a table (the “SciQuest License Table”) specifying the term of the HigherMarkets Software license term in each instance be for a minimum period of two (2) years in duration, and in any event, cannot be for a period extending beyond June 30, 2010. In each instance, the SciQuest License Table will specify a “Beginning Date” - that is, a date upon which the HigherMarkets Software license in question commences; a “HigherMarkets License End Date” - that is, the date upon which the HigherMarkets Software license in question expires; an “Annual Usage Period” - that is, a one (1) year period of time that, in consideration for the Institution’s payment to SCT of the applicable annual “Usage/Support Fee,” the Institution will both have a right of use for the HigherMarkets Software and will receive “Maintenance/Support Services” (as that term is defined in the HigherMarkets Software Supplement) for the baseline HigherMarkets Software for the Annual Usage Period for which the applicable annual Usage/Support Fee has been remitted to SCT. For purposes of clarification, Maintenance/Support Services for the HigherMarkets Software are provided as part of the Usage/Support Fee charge.

SciQuest Higher Markets SS. 10.04
(e) Payment Date for Annual Usage/Support Fees: Annual Fee Escalation. For each term license for the HigherMarkets Software that SCT grants to an Institution, the Usage/Support Fees for each Annual Usage Period will be payable in advance, by the first day of the Annual Usage Period for which such Usage/Support Fees are being remitted. Usage/Support Fees for the second Annual Usage Period and for each subsequent Annual Usage Period prior to the HigherMarkets License End Date will be specified by SCT in an annual invoice and will increase by not more than 4% over the Usage/Support Fee for the immediately preceding Annual Usage Period.

(f) Delivery Exception For HigherMarkets Software. The Commonwealth, on behalf of itself and each Institution, understands and acknowledges that the HigherMarkets Software is provided on a “hosted” basis, and as such, no HigherMarkets Software is actually shipped to the Commonwealth or to any Institution. Licensee will have the right to access the hosted Baseline HigherMarkets Software, and accordingly, in each instance, SCT, through SciQuest, Inc., will provide to each Institution that obtains a license to use the HigherMarkets Software such access or enabling codes as are necessary to enable the Institution to access the hosted Baseline HigherMarkets Software, and will provide the Institution with the documentation for the Baseline HigherMarkets Software as soon as reasonably practicable after the “Beginning Date” provided for in the SciQuest License Table of the Order Form pursuant to which the Institution in question is receiving the SciQuest Software license.

(g) No Licenses Granted by This Amendment. The parties acknowledge and agree that no licenses for any Component Systems are granted by the parties’ execution of this Amendment. Any licenses will be granted only pursuant to a valid, fully-executed Order Form. Any reference in any of the Software Supplements attached to this Amendment to an “Order Form” is deemed a reference to the applicable Order Form into which the Software Supplement in question is expressly incorporated by reference.

3. Integration Provision. Except as expressly modified by this Amendment, the Master Agreement remains unchanged and in full force and effect.

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

SUNGARD SCT INC.

By: ____________________________
   Valene Morency
   Vice President

VIRGINIA COMMONWEALTH UNIVERSITY
   on behalf of the Commonwealth of Virginia Higher Education SCT User Group

By: ____________________________
   Paid Jen – Associate Vice President of Business Services and Treasurer

SciQuest Higher Markets SS. 10.04
1. Access and License Grant

1.1 License Grant. Subject to the terms and conditions of the Master Agreement as amended and modified by this Software Supplement, SCT or its authorized sublicensee, SCT, hereby grants Institution a non-exclusive, non-transferable term license to use, through Internet access, the SciQuest software products specified in the applicable Order Form (the "HigherMarkets Software"), solely for its internal business purposes, for a term commencing on the "Beginning Date" and ending on the "HigherMarkets License End Date," both as provided for in the SciQuest License Table contained in the applicable Order Form (the "SciQuest License Table"). The SciQuest License Table specifies an "Annual Usage Period," with the initial Annual Usage Period to begin on the "Beginning Date" provided for in the SciQuest License Table.

1.2 Maintenance/Support Services. Subject to the payment of the annual "Usage/Support Fees" provided for in the SciQuest License Table, SciQuest will provide Institution with the maintenance and support services for the Baseline HigherMarkets Software, as set forth in Attachment 1 to this Software Supplement ("Support Services"). Support Services do not include any services whatsoever to be provided at Institution's facilities for the HigherMarkets Software.

1.3 Access Certain Use Prohibitions. As soon as reasonably practicable, SCT, through SciQuest, will provide to Institution such access enabling codes as are necessary to enable Institution to access the hosted Baseline HigherMarkets Software, and will provide Institution with the documentation for the Baseline HigherMarkets Software, for Institution's use as otherwise provided for in the Master Agreement, including this Software Supplement. Access and use of the HigherMarkets Software will be limited to employees of Institution who are authorized users of the HigherMarkets Software and who have properly registered their user names and passwords (each an "End User"). Institutional is expressly prohibited from registering the same user name and password for use by more than one (1) End User. Absent SciQuest's prior, express written consent in each instance, Institution is strictly prohibited from performing any load testing against SciQuest's production environment of the HigherMarkets Software.

1.4 Use By/Favor of Others. Institution is strictly prohibited from permitting others, including but not limited to subsidiaries, affiliates, and contractors, to use the HigherMarkets Software, and Institution is further prohibited from using the HigherMarkets Software on their behalf.

1.5 Work Products. Any "Work Products," as defined below, will be subject to the same license limitations of the Master Agreement and the additional limitations set forth in this Software Supplement.

2. Proprietary Rights

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

2.2 Trademarks. All trademarks, service marks, trade names and logos of SciQuest, including those appearing on or within the HigherMarkets Software or Work Products, are the property of SciQuest and Institution will not use the same without SciQuest's prior written approval.

3. Warranties, Indemnity, and Limitations

3.1 HigherMarkets Software Warranty. Notwithstanding any other term or condition of the Master Agreement, for a period of twelve (12) months following "Beginning Date" provided for in the SciQuest License Table (the "SciQuest Warranty Period") all HigherMarkets Application media provided will be free from defects in materials and workmanship under normal use; and further, the HigherMarkets Software will substantially perform in accordance with and as specified in the applicable documentation when operated in the designated environment. NEITHER SCT NOR SCIQUEST REPRESENTS THAT THE FUNCTIONALITY CONTAINED IN THE HIGHERMARKETS SOFTWARE WILL MEET INSTITUTION'S REQUIREMENTS OR THAT THE HIGHERMARKETS SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE.

3.2 LIMITATIONS AND DISCLAIMERS. THE LIMITED WARRANTIES IN THIS SECTION WILL ONLY APPLY TO THE HIGHERMARKETS SOFTWARE DEVELOPED BY SCIQUEST. ALL OTHER HIGHERMARKETS SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS. IN NO EVENT WILL SCIQUEST BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE HIGHERMARKETS SOFTWARE, WHETHER ARISING IN CONTRACT OR TORTIOUS CONDUCT, OR ANY OTHER LEGAL THEORY, OR WHETHER ARISING FROM MISTAKES, OMISSIONS, INTERRUPTIONS DELETION OF FILES, ERRORS, DEFECTS, VIRUSES OR OTHER MALICIOUS CODE, DELAYS IN OPERATION OF TRANSMISSION, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE IS A LIMITED LIABILITY AND IT IS THE ONLY WARRANTY MADE WITH REGARD TO THE HIGHERMARKETS SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER SCT NOR SCIQUEST MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR REGARDING THE HIGHERMARKETS SOFTWARE, AND BOTH SCT SCIQUEST HEREBY DISCLAIM THE SAME.
ATTACHMENT 1 TO HIGHERMARKETS SOFTWARE SUPPLEMENT
HIGHERMARKETS SOFTWARE MAINTENANCE AND SUPPORT

1. SCT, through SciQuest, will (a) use commercially reasonable efforts to provide Institution with Support Services for the Baseline HigherMarkets Software via telephone, facsimile, electronic mail, or other electronic means, at SciQuest's discretion, from the business hours ("Business Hours") of 8:00 a.m. to 7:00 p.m. ET Monday through Friday (excluding SciQuest Holidays, which typically consist of New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday immediately following Thanksgiving, Christmas Eve, and Christmas Day), and 24x7 access (that is, access during hours other than Business Hours) for reporting Level 1 (as defined below) situations, to a designated, authorized, qualified, and trained user of the HigherMarkets Software ("Institution Contact") and to one (1) designated, authorized, qualified, and trained user of the HigherMarkets Software designated as Institution Contact's backup ("Backup Institution Contact") (collectively referred to as "Institution Support Contact"); and (b) use commercially reasonable efforts to correct reproducible errors or malfunctions to enable the HigherMarkets Application to substantially perform in accordance with and as specified in the accompanying documentation.

2. SciQuest will use commercially reasonable efforts to deliver a solution or action plan to correct reported errors that SciQuest categorizes as: (i) "Level 1 Catastrophic" within eight (8) Business Hours of receipt of the reported error. "Level 1 Catastrophic" is defined as a condition in which the HigherMarkets Application is partially or totally inoperative, including but not limited to, total system failure, data loss, data corruption, or a processing of functions and processes so slow as to render the application unusable, or any Level 2 error where a reasonable alternative work process cannot be established; (ii) "Level 2 High Impact" within the next scheduled production release of the HigherMarkets Application or within one hundred-twenty (120) days from the date error was logged with SciQuest, whichever will first occur. "Level 2 High Impact" is defined as any error that results in the usability of the product being restricted and for which a reasonable alternative work process can be established; (iii) "Level 3 Non-Critical," which errors SciQuest will use commercially reasonable efforts to correct within the next scheduled production release of the HigherMarkets Application. "Level 3 Non-Critical" is defined as any error wherein one or more functions do not operate optimally, but where impact on functionality and/or usability is agreed by Institution and SciQuest to be minor and result in a mutually acceptable disruption to Institution's workflow process; and (iv) "Level 4 Cosmetic," which errors SciQuest will use commercially reasonable efforts to correct within the next scheduled production release of the HigherMarkets Application, at SciQuest's sole discretion. "Level 4 Cosmetic" is defined as any error that cannot be categorized as belonging to any higher severity level, including but not limited to a cosmetic or documentation error.

3. Reported errors ("Incident") will be reported, logged, and tracked via the use of an incident tracking system, which system may be accessed via (i) internet email; or (ii) by accessing a web site. Upon receipt of a reported Incident, SciQuest will issue to Institution, via internet email, an Incident Tracking Number ("ITN"), which ITN will remain open until the issue is resolved. Institution must refer all subsequent inquiries with regard to the Incident.

4. SciQuest will make available all extensions, enhancements, and other changes, which are logical improvements to a HigherMarkets Application and to which SciQuest makes generally available on a commercial basis, without charge, to any other Institution of the HigherMarkets Application ("Updates"). Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to a HigherMarkets Application nor do they include any services fee for services that may be required for implementation of the Updates in question.

5. SciQuest will provide Support Services for only the latest Baseline version ("Current Release") and to the immediately preceding Baseline version ("Prior Release") of the HigherMarkets Software (collectively referred to as the "Supported Releases"); PROVIDED, however, that SciQuest's sole Support Services obligation for the Prior Release is to ensure that it will function in the same manner in which it functioned on the date of the generally available release of the Current Release.

6. SciQuest will have no obligation to provide Support Services except to Institution Support Contact and only with respect to the Supported Releases (that is, without any modification thereto).

7. Institution will use commercially reasonable efforts to assist SciQuest in reproducing Documented Defects in the Current Release ("HigherMarkets Defect"). Institution Support Contact will conduct reasonable and adequate research with respect to a HigherMarkets Defect or related issue prior to contacting SciQuest for assistance.

8. SciQuest will use commercially reasonable efforts to make the HigherMarkets Software available to Institution for at least ninety-nine percent (99%) of the time (determined monthly), seven (7) days a week, twenty-four (24) hours per day, not including any unavailability that: (i) lasts less than fifteen (15) minutes; (ii) results from regularly scheduled SciQuest maintenance; (iii) results from failure of Institution's hardware or software; (iv) results from the failure of a communication service or other outside service or equipment not within the control of SciQuest; or (v) is beyond the reasonable control of SciQuest ("Service Availability").
AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT (the “Amendment”), made and effective as of July 1, 2004 ("Amendment Date"), amends that certain Master Agreement with an Effective Date of May ____, 2002 ("Master Agreement") by and between THE COMMONWEALTH OF VIRGINIA ("The Commonwealth"), at the request of the Virginia Information Technologies Agency (VITA) formerly the Department of Technology and Planning ("DTP") and through Virginia Commonwealth University, as the "Lead Institution"; and SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION ("SCT"), for and on behalf of itself and certain other entities controlled by, controlling and/or under common control with SCT.

BACKGROUND

Under the Agreement, Institutions have the ability to obtain a license to use the Available Software and certain Information Services at certain percentage discounts off SCT's then-current Price List, as otherwise provided for in the Agreement. As of the Amendment Date, and in accordance with the rights of SCT to do so, SCT has revised its List Prices. Further, certain Component Systems available for licensing pursuant to the Agreement have additional licensing terms and conditions that are included in Software Supplements not included in the Agreement prior to the Amendment Date. To memorialize these revisions, the parties are amending the Agreement as provided for hereinbelow.

NOW THEREFORE, in consideration of the promises and the covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. Defined Terms. Each of the terms defined in the Master Agreement will have the same meaning ascribed to that term in the Master Agreement whenever the term is used in this Amendment.


(a) Price List Revised. The Master Agreement is amended, so that Attachment A, Available Software, and SCT’s List Prices (current as of the Effective Date) for the Available Software, is deleted as of the Amendment Date and replaced by Attachment A (7/03) – Revised List Prices, which Attachment A (7/04) is attached to this Amendment and is fully incorporated into the Agreement by this reference.

(b) Additional Software Supplements. Attachment D of the Master Agreement, Certain Software Supplements, is amended by adding the Software Supplements attached to this Amendment and collectively marked as "Appendix 2" to such Attachment D.

(c) No Licenses Granted By This Amendment. The parties acknowledge and agree that no licenses for any Component Systems are granted by the parties’ execution of this Amendment. Any licenses will be granted only pursuant to a valid, fully-executed Order Form. Any reference in any of the Software Supplements attached to this Amendment to an “Order Form” is deemed a reference to the applicable Order Form into which the Software Supplement in question is expressly incorporated by reference.

3. Integration Provision. Except as expressly modified by this Amendment, the Master Agreement remains unchanged and in full force and effect.

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

SUNCGARD SCT INC.

By: [Signature]
Vice President

VIRGINIA COMMONWEALTH UNIVERSITY

on behalf of the Commonwealth of Virginia
Higher Education SCT User Group

By: [Signature]
Paul Joe Associate Vice President of
Business Services and Treasurer
APPENDIX 2 TO ATTACHMENT D
ADDITIONAL SOFTWARE SUPPLEMENTS

(Attached)
INAS SOFTWARE SUPPLEMENT

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

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

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

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

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

(c) If Institution violates any of the provisions of this INAS Component System Supplement, SCT and/or the INAS Licensee shall have the right to terminate Institution's license of the INAS Component System and to repossess the materials furnished in connection with the license of the INAS Component System, without waiver of any other remedy, whether legal or equitable.

(d) Upon the termination of the license of the INAS Component System for any reason or upon Institution's discontinuance of the use of the INAS Component System for any reason, whichever shall first occur, Institution will immediately return the INAS Component System to SCT and/or the INAS Licensee at Institution's own expense.

(e) In lieu of the warranty otherwise provided in the Master Agreement, Institution shall be provided with the limited, twenty-day warranty from the INAS Licensee set forth below. SCT shall have no liability to Institution whatsoever related to its use of the INAS Component System. The INAS Licensee has represented and warranted for its benefit that the INAS Component System shall be operationally suitable in accordance with the technical specifications contained in the manual(s) prepared by the INAS Licensee for use with the INAS Component System and enhancement notices delivered with the INAS Component System. The INAS Component System shall be deemed to be thus suitable unless within 20 days following Institution's receipt thereof, the INAS Licensee shall have received a written objection thereto signed by Institution or SCT. The INAS Licensee has agreed that, if the system media should prove operationally defective and if the INAS Licensee has received written notice of such defect from Institution or SCT within 20 days after Institution's receipt of such system tape(s), Institution or SCT may return such system media to the INAS Licensee (at the INAS Licensee's expense) and the INAS Licensee shall promptly replace such system media without charge to Institution or SCT. The INAS Licensee's liability for damages as a result of any breach of the INAS Licensee's representation and warranty referred to in this Paragraph 3(e) shall be limited to the fees paid by Institution for the INAS Component System. THE INAS LICENSOR SHALL HAVE NO LIABILITY TO INSTITUTION OR TO ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AS A RESULT OF ANY BREACH OF THE INAS LICENSOR'S REPRESENTATION AND WARRANTY REFERRED TO IN THIS PARAGRAPH 3(e). THE INAS LICENSOR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, TO INSTITUTION OR TO ANY THIRD PARTY ARISING OUT OF INSTITUTION'S USE OF THE INAS COMPONENT SYSTEM;

(f) Except as provided in paragraph 3(e) above, the INAS Licensee has made and is making NO WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE INAS COMPONENT SYSTEM, AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. The INAS Licensee shall have no obligation under or as a result of the license agreement between Institution and SCT to install, service, maintain, update or revise the INAS Component System.

(g) If SCT or Institution changes in any way the INAS Component System, then the INAS Licensee shall have no responsibility to Institution if the INAS Component System as changed is not operationally suitable.
SCT LUMINIS SOFTWARE SUPPLEMENT
Luminis Premier Model

1. **Supplemental Terms for License To Use SCT Luminis Component System.** Institution’s license to use the SCT 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:** “SCT Luminis Component System” means the software programs identified by such name in the applicable Order Form into which this Supplement is incorporated by reference. “Other Component Systems” means all other Component Systems that SCT licenses for Institution’s use pursuant to the Master Agreement.

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

4. **Restrictions on Use of SCT Luminis Component System.** Institution’s use of the SCT Luminis Component System is subject to the following additional terms and conditions:

   (a) Institution has the right to use the SCT Luminis Component System only in binary executable form and (except as otherwise provided for in the applicable Order Form) only as part of or for use with the Other Component Systems, locally developed systems, and other application programs implemented to support Institution’s enterprise services (“Institution System Software”).

   (b) The SCT Luminis Component System is proprietary to SCT and its third party licensors. Title to the SCT 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 Institution pursuant to this Supplement, no right, title or interest in or to the SCT Luminis Component System is granted to Institution. Without limiting the obligations of SCT in connection with the SCT Luminis Component System, Institution acknowledges and agree that all Third Party Components are provided “as is” and without express or implied warranty. Institution 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) Institution 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) If Institution wishes to use the mark “SCT” 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 Institution does not separate the words “SCT” and “Luminis.” Institution may use SCT’s “SCT Luminis” trademarks, service marks and/or logos in connection with Institution’s marketing of the SCT Luminis Component System at Institution’s campus or among its alumni provided Institution adheres to SCT’s “SCT Luminis” trademark guidelines.
LEAP MAINTENANCE SUPPLEMENT

Additional Definitions. Each of the following terms has the meaning ascribed to such term hereinbelow whenever used in this Supplement or in any Order Form:

"Plus Equipment" means, for each Plus Component System, a single SCT-supported hardware and software configuration, operating at an Institution administrative computing facility in the United States, for which SCT supports the use of the applicable Plus Component System and for which Institution has obtained from SCT the right to use the applicable Plus Component System.

"IA Maintenance Agreement" means, for each Plus Component System, the written agreement between Institution and SCT pursuant to which agreement SCT provided Institution with Plus Component System Maintenance for the applicable Plus Component System.

"Plus Component System Maintenance" means, for each Plus Component System, those services that SCT provided to Institution pursuant to an IA Maintenance Agreement for such Plus Component System, and which services SCT provides generally to its Plus Component System Institutions under its then-current Plus Component System maintenance program. Without limiting the foregoing, however, Plus Component System Maintenance expressly do not include any Time of Solutions, customization or other services that SCT did not and does not presently generally provide to its client base under its maintenance program for the Plus Software.

"Plus Software" means the computer programs and computer coded instructions for the then-current Plus Component Systems listed in this Order Form, unmodified from the date of initial delivery thereof to Institution except for any Improvements and documentation thereafter provided to Institution by SCT under this Amendment or any Plus Component System Maintenance provided to Institution SCT under an IA Maintenance Agreement.

"Plus Component System" means one (1) of the systems of the Plus Software identified in this Order Form. For purposes of this Amendment, each Plus Component System will be deemed to be a Component System.

2. Migration from Plus Component Systems to Corresponding BANNER Component Systems. Prior to the Order Form Date in question, Institution obtained a license for the Plus Component Systems. Institution will be migrating from its use of the Plus Component Systems to the corresponding Banner Component System for which Institution is granted a license pursuant to this Order Form.

3. Provision of Additional Services in connection with the Plus Software. For the period beginning on the Order Form Date of the applicable Order Form and continuing for a period of two (2) years or such other period of time as is agreed in writing by Institution and SCT (the "Plus Software Service Period"), SCT will provide Institution with Improvements for each Baseline Plus Component System (the "Additional Services"). Institution will not be obligated to pay any additional fee for the Additional Services provided during the Plus Software Service Period. Accordingly: (a) the last day of the Plus Software Services Period will be deemed to be the Expiration Date for each of the Plus Component Systems, (b) as it relates to each Plus Component System, the term of Maintenance will not automatically be extended beyond the end of the Plus Software Services Period, and (c) SCT will have no obligation to provide Institution with Additional Services, or any other services in connection with the Plus Software, after the end of the Plus Software Service Period.

4. Proration of Payment Obligations under Plus Maintenance Agreements Through Order Form Date. Each Plus Maintenance Agreement is deemed terminated as of the applicable Order Form Date as it relates to an Plus Component System, and, as of the Order Form Date, neither Institution nor SCT will have any obligation in connection with Plus Component System Maintenance that SCT would otherwise have provided to Institution after the Order Form Date. As soon as reasonably practical after the Order Form Date, SCT will either (a) if Plus Component System Maintenance fees and/or related expenses remain outstanding as of the Order Form Date, invoice Institution for a prorated portion of the Plus Component System Maintenance fees to be paid to SCT under each such Plus Maintenance Agreement (the fees will be prorated on a daily basis through the Order Form Date), and related expenses, or (b) if Institution has prepaid SCT for such Plus Component System Maintenance and/or related expenses, credit Institution's account with SCT for the amount equal to the value of such services payment remaining after the applicable Order Form Date.
AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT (the "Amendment"), made and effective as of May 12, 2004 ("Amendment Date"), amends that certain Master Agreement with an Effective Date of May 11, 2002 ("Master Agreement") by and between THE COMMONWEALTH OF VIRGINIA ("The Commonwealth"), at the request of the Virginia Information Technologies Agency ("VITA"), formerly named the "Department of Technology and Planning" and formerly referred to as "DTP," through Virginia Commonwealth University, as the "Lead Institution"; and SUNGARD SCT INC. ("SCT"), formerly named "SCT Software & Resource Management Corporation."

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

1. Defined Terms. Each term defined in the Master Agreement will have the meaning ascribed to that term in the Master Agreement whenever the term is used in this Amendment.

2. Amending Provisions. The Master Agreement is amended as follows:

   (a) Limited Right of Institutions To Terminate Maintenance For Convenience. Section 10(g) of the Agreement, Limited Right of Termination For Convenience, is amended by adding the following paragraph at the end of Section 10(g):

   Further, and without limitation, in each instance, for any particular Order Form, an Institution will have the option (the "Early Termination Right") to terminate the provision of Maintenance for any Baseline Component Systems licensed pursuant to that Order Form effective on any of the dates identified in that Order Form as an "Optional Termination Date," without the obligation to pay SCT any penalty amount or any Acceleration Fee in connection the exercise of the Early Termination Right. The Institution can exercise the Early Termination Right in any instance by providing SCT with written notice, at least twelve (12) months prior to the applicable Optional Termination Date, advising SCT that the Institution is exercising the Early Termination Right (the "Early Maintenance Termination Notice"). To the extent that the Institution exercises the Early Termination Right, and the corresponding Optional Termination Date occurs in the middle of a Contract Year, then the Institution will be obligated to pay the Improvements fees for the affected Baseline Component Systems on a prorated basis only through the Optional Termination Date. SCT will, as of the Optional Termination Date, have the right to invoice for the Improvements fees due up to and including the Optional Termination Date that have not then been paid, or (as applicable) will refund any Improvements fees prepaid for any period following the Optional Termination Date. In each instance, absent SCT’s receipt of the Early Termination Notice in accordance with this paragraph, the parties’ respective obligations regarding Maintenance pursuant to the Order Form in question will remain in full force and effect in accordance with the terms of the Agreement, and the Institution will be deemed to have waived its right to exercise the applicable Early Termination Right.

   The rights provided for in the paragraph above are in addition to, and not in lieu of, the Limited TPC Right provided to the Lead Institution by the first paragraph of this Section 10(g).
(b) Additional Software Supplement. Attachment D of the Master Agreement, Certain Software Supplements, is amended by adding the Software Supplement attached to this Amendment and marked as "Appendix 1" to such Attachment D.

3. Integration Provision. Except as expressly modified by this Amendment, the Master Agreement remains unchanged and in full force and effect.

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

SUNGARD SCT INC.

By: [Signature]
Valerie Moroney
Vice President

VIRGINIA COMMONWEALTH UNIVERSITY
on behalf of the Commonwealth of Virginia
Higher Education SCT User Group

By: [Signature]
Paul [Signature]
Vice President of
Business Services and Treasurer
Appendix 1

BEA SOFTWARE SUPPLEMENT

(attached)
BEA SOFTWARE SUPPLEMENT

1. Additional Definitions. "BEA Software" means that software of BEA Corporation ("BEA") identified in the applicable Order Form under the heading "BEA Software."

2. Ownership. BEA owns the BEA Software.

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

   (a) Institution has the right to use the BEA Software only in Object Code form, only on the designated Equipment, and only for Institution's internal data processing;

   (b) Institution is prohibited from transfer or duplicating the BEA Software except and for temporary transfer in the event of Equipment malfunction and in order to make a single backup or archival copy of the BEA Software;

   (c) Institution is prohibited from assigning its License to use the BEA Software in whole or in part and is prohibited from making the BEA Software available in any timesharing or rental arrangement, in whole or in part;

   (d) Institution agrees not to use the BEA Software for any purpose except within the scope of the SCT Mercury Component System, in accordance with all other terms and conditions of the Master Agreement;

   (e) Institution is prohibited from causing or permitting the reverse engineering, disassembly, decompilation, deciphering, or otherwise decrypting or discovering the source code of all or any portion of the BEA Software;

   (f) Institution acknowledges that the BEA Software is proprietary to BEA and is supplied by SCT under license from BEA. Title to the BEA Software shall at all times remain vested in BEA or its designated successor. Except for the right of use that is expressly provided to Institution under the Master Agreement, no right, title or interest in or to the BEA Software is granted to Institution;

   (g) To the extent allowable under applicable law, BEA shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Institution's use of the BEA Software or related materials;

   (h) At the termination of the Master Agreement for any cause whatsoever, Institution shall discontinue its use of the BEA Software and shall deliver the BEA Software, including all archival or other copies of the BEA Software, to SCT in accordance with the applicable provisions of the Master Agreement and shall forfeit all rights to use the BEA Software in any way;

   (i) Institution is prohibited from exporting or permitting the export of all or any part of the BEA Software outside the United States of America, in any manner or by any means;

   (j) Institution acknowledges and agrees that, with regard to enforcement of BEA's rights under the Master Agreement in connection with the BEA Software only, BEA is a third party beneficiary of this Master Agreement;

   (k) Institution is prohibited from using the BEA Software or any of its API's in any manner except indirectly in connection with the use of SCT Mercury Component System and is prohibited from running any third party software on the BEA Software or any of its API's without purchasing a license for such use from BEA.
AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT (the "Amendment"), made and effective this 17th day of February, 2003 ("Amendment Date"), amends that certain Master Agreement with an Effective Date of July 1, 2002 ("Master Agreement") by and between THE COMMONWEALTH OF VIRGINIA ("The Commonwealth"), at the request of the Department of Technology and Planning ("DTP") and through Virginia Commonwealth University, as the "Lead Institution"; and SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION ("SCT"), for and on behalf of itself and certain other entities controlled by, controlling and/or under common control with SCT.

In consideration of the promises and the covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. **Defined Terms.** Each of the terms defined in the Master Agreement will have the same meaning ascribed to that term in the Master Agreement whenever the term is used in this Amendment.

2. **Amending Provisions.** The Master Agreement is amended as follows:

(a) The Virginia Higher Education User Group is amended to include Mary Washington College as an "Institution."

(b) Section 17(f) of the Master Agreement, Authorized Users of the Master Agreement, is amended by deleting the second paragraph thereof, which reads:

To that end, any public agency or public institution of higher education in the Commonwealth of Virginia that completes a competitive solicitation process and selects SCT as its contractor may have access to this Master Agreement. Upon written request from such an entity, SCT may allow access to this Master Agreement. Although the purpose of this Master Agreement is to give access to this Master Agreement to additional authorized users, SCT is required to provide such access. Although the new users of SCT products may have access to this Master Agreement, the new users of SCT products are not bound to use the Master Agreement and any use of the Master Agreement is strictly optional.

And inserting the following paragraph in place thereof:

To that end, any public agency or public institution of higher education in the Commonwealth of Virginia that completes the requirements of the VPPA and selects SCT as its contractor may have access to this Master Agreement. Although the purpose of this Master Agreement is to give access to this Master Agreement to additional authorized users, SCT is required to provide such access. Although the new users of SCT products may have access to this Master Agreement, the new users of SCT products are not bound to use the Master Agreement and any use of the Master Agreement is strictly optional.

3. **Integration Provision.** Except as expressly modified by this Amendment, the Master Agreement remains unchanged and in full force and effect.

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

SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION

By: [Signature]

VIRGINIA COMMONWEALTH UNIVERSITY

on behalf of the Commonwealth of Virginia Higher Education SCT User Group

By: [Signature]

[Name] - Assistant Vice President of Business Services and Treasurer

2-7-05