



**STATE OF WASHINGTON  
EASTERN WASHINGTON UNIVERSITY  
SOLE SOURCE POSTING**

May 7, 2025

Eastern Washington University contemplates awarding a sole source contract to Ellucian Company LLC to provide a comprehensive enterprise resource planning (ERP) system hosted by the vendor in the cloud that includes the ability to meet the requirements of the business functions of the university and serve as the system of record for the institution.

Eastern Washington University requires a hosted enterprise resource planning (ERP) system that can accommodate the entire business functions of the University while serving as its system of record. This includes financial operations, human resources, payroll, student registration, student tuition billing and payments, academic records and transcripts, and other essential functions.

Eastern Washington University will enter into a FIVE (5) YEAR contract with ELLUCIAN COMPANY LLC. The contract will be issued on or after JULY 1, 2026 and will continue for a FIVE year initial term. The cost of this FIVE year contract is approximately \$8,000,000,000 (\$1,550,000 per year with an approximately a 3% price escalation per year). AGENCY may opt to extend the contract for an additional TWO (2) times in TWO (2) YEAR INCREMENTS if required. AGENCY determines that each optional additional TWO YEAR EXTENSION would result in equal (and/or slightly higher) consideration being added to the total contract value.

Offerors contemplating the above requirements are required to submit capability statements detailing their ability to meet the state's requirements within ten (15) working days of this announcement.

Vendor capability statements should address how they are qualified and capable of performing the following requirements:

- Providing a comprehensive platform to meet the needs for a robust student information system paired with an enterprise administrative system in single intuitive experience;
- Meeting the needs of the following functions of the university: financial operations, human resources, payroll, student registration, student tuition billing and payments, academic records and transcripts, and other essential functions; and
- Integrating with additional products and services the university requires to provide a holistic system.

In the absence of other capable sources, it is the state's intent to make a sole source award of the contract. Capability statements are required to be submitted to the contact listed below no later than 11:59 PM PST on May 29, 2025.

To submit capability statements or for questions, contact:

Name: Cody Ross

Phone: 509-359-6804

Email: [cross19@ewu.edu](mailto:cross19@ewu.edu)



# Sole Source CONTRACT Filing Justification Template

Use the following justification template for preparing to file sole source contracts in the [Sole Source Contracts Database](#) (SSCD). Once completed, copy and paste the answers into the corresponding SSCD question and answer fields. You will also need to include a copy of this completed form in the documents you post to your agency website and in [WEBS](#).

## What is a sole source contract?

*"Sole source" means a contractor providing goods or services of such a unique nature or sole availability that the contractor is clearly and justifiably the only practicable source to provide the goods or services. (RCW 39.26.010)*

*Unique qualifications or services are those which are highly specialized or one-of-a-kind.*

*Other factors which **may** be considered include past performance, cost-effectiveness (learning curve), and/or follow-up nature of the required goods and/or services. **Past performance alone does not provide adequate justification for a sole source contract.** Time constraints may be considered as a contributing factor in a sole source justification, however will not be on its own a sufficient justification.*

## Why is a sole source justification required?

*The State of Washington, by policy and law, believes competition is the best strategy to obtain the best value for the goods and services it purchases, and to ensure that all interested vendors have a fair and transparent opportunity to sell goods and services to the state.*

*A sole source contract does not benefit from competition. Thus the state, through RCW 39.26.010, has determined it is important to evaluate whether the conditions, costs and risks related to the proposal of a sole source contract truly outweigh forgoing the benefits of a competitive contract.*

***Providing compelling answers to the following questions will facilitate DES' evaluation.***

---

## Specific Problem or Need

- What is the business need or problem that requires this contract?

Eastern Washington University currently licenses Ellucian's Banner, a comprehensive enterprise resource planning (ERP) system hosted by the vendor in the cloud that includes the following functional areas:

Banner Accounts Receivable  
Banner Employee Self-Service  
Banner Faculty and Advisor Self-Service  
Banner Finance  
Banner Finance Self-Service



Washington State  
**DEPARTMENT OF  
ENTERPRISE SERVICES**

[Banner Financial Aid](#)  
[Banner Financial Aid Self-Service](#)  
[Banner Human Resources](#)  
[Banner Integration Technologies](#)  
[Banner Operational Data Store](#)  
[Banner Student](#)  
[Banner Student Self-Service](#)  
[Banner Workflow](#)  
[Ellucian Degree Works and Transfer Equivalency](#)  
[Ellucian Ethos Identity Provisioning](#)  
[Ellucian Experience Campus Dashboard](#)  
[Ellucian Insights Campus Reporting](#)  
[Ellucian Loan Management Campus Receivables Collector](#)

All the business functions of the University are conducted through Ellucian Banner and it is the system of record for the institution. This includes financial operations, human resources, payroll, student registration, student tuition billing and payments, academic records and transcripts, and other essential functions. There are over 296,301 student and 23,809 employee unique data records (current and historical) in the system.

Additionally, EWU integrates Ellucian Banner with over 60 products and services to provide a holistic system for core business and academic processes including our learning management system, student admissions application and customer relationship management system, continuing education management system, curriculum management system, collaboration services, and many others.

Replacing Ellucian Banner as our core ERP system would require a multi-year implementation cycle that would include significant time and effort in data conversion, data validation, scripting changes, business process changes, and other programming tasks associated with system integrations. Similar projects at comparable universities to replace their core ERP system have generally taken three to four years at a cost of \$14 to \$20 million.

To replace Banner, additional funding from the legislature would be needed to cover the expense of a new system during the transition period, the expected increase in annual maintenance costs, and the cost of the external consulting resources to manage and conduct the implementation. Additional staffing may also be needed during the transition, as the current environment must be maintained while also undertaking the significant effort of new system implementation. Overall, these efforts would be comparable to current implementation of Workday as part of the One Washington statewide project.

## Sole Source Criteria

- Describe the unique features, qualifications, abilities or expertise of the contractor proposed for this sole source contract.

Ellucian Banner is purpose-built for higher education institutions. Banner provides a comprehensive platform to meet the needs for a robust student information system paired with an enterprise



**Washington State  
DEPARTMENT OF  
ENTERPRISE SERVICES**

administrative system in single intuitive experience that spans across both student, faculty, and staff user spectrums. Student information systems provide specialized functionality that is not found in conventional ERP solutions. A general finance and human resources system cannot be repurposed to provide functionality for student registration, tuition collection, course scheduling, classroom facility scheduling, faculty management, and other essential functions required to run a college or university. The market for student information systems is necessarily limited, meaning that there are only a handful of providers. The university has used Banner since 2006 and has developed significant expertise in using the system.

EWU has an established relationship and working partnership with Ellucian, its products and vendors that integrate with its solutions. Our environment is hosted and maintained by Ellucian in a managed cloud environment.

Product licensing and support for Banner can only be purchased through Ellucian. This is the same as other vendors that provide cloud-based ERP systems like Workday or Oracle.

- What kind of market research did the agency conduct to conclude that alternative sources were inappropriate or unavailable? Provide a narrative description of the agency's due diligence in determining the basis for the sole source contract, including methods used by the agency to conduct a review of available sources. Use DES' Market Research Template if assistance is needed.

EWU conducted internet research by using the following websites to determine the market share for Student Information System ERPs:

- <https://www.forrester.com/report/quantifying-the-business-value-of-saas-erp>
- <https://www.infotech.com/software-reviews/products/ellucian-company-l-p-ellucian-banner>
- <https://www.gartner.com/reviews/market/higher-education-student-information-systems>
- <https://www.softwarereviews.com/categories/higher-education-student-information>
- <https://www.capterra.com/student-information-system-software>
- <https://www.g2.com/categories/student-information-systems-sis/f/higher-education>
- and <https://www.softwaretestinghelp.com/best-student-information-systems-sis>

Based on this research the top seven in order are: Ellucian, Workday, Oracle, Jenzabar, Anthology, Thesis, Camu, and homegrown.

Using this list we then searched WEBS and OMWBE with no results. DES Statewide Contracts were searched and Workday and Oracle were present for contract 05116, Cloud Services. Of those two, only Workday has a product and services line up that would allow us to use a single vendor for replacement of our Ellucian Banner suite of products.

As described earlier in this document, moving away from Ellucian Banner to Workday would require substantial monetary and personnel resources to transition, which we estimate at \$14 to \$20 million based on similar projects at comparable institutions.



## Washington State DEPARTMENT OF ENTERPRISE SERVICES

We contacted our peer agencies in the state regarding their ERP plans. Western Washington submitted a decision package (380-DP-PL-4B-Replace ERP System) for the 25-27 biennium for \$14.9 million to migrate from Banner to Workday, but it was not funded by the legislature. Without that funding, they do not plan to migrate away from Banner. The Evergreen State College also uses Banner and has no current plans to migrate to another solution.

We have met and spoken with Workday, Oracle, and Ellucian multiple times regarding their plans for their ERP systems. Together, these three vendors represent the overwhelming majority of installed ERP systems in higher education. They all offer comparable functionality, but the cost and effort to migrate from one solution to another is substantial. EWU does not have the financial resources to purchase a new ERP and complete a migration ourselves.

- As part of the market research requirements, include a list of statewide contracts reviewed and/or businesses contacted, date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.

In Washington State, the public institutions using Ellucian Banner are Western Washington University, Evergreen State College, and Eastern Washington University. Private institutions that use Ellucian ERPs include Whitworth University, Gonzaga University, Whitman College, Seattle University, and Pacific Lutheran University.

WEBS, OMWBE and DES Statewide Contracts were searched for the top seven market share SIS based ERP's which are Ellucian, Workday, Oracle, Jenzabar, Anthology, Thesis and Camu. Workday and Oracle were present in the DES Statewide Contracts system for contract 05116, Cloud Services. As indicated previously, only Workday has a product and services line up that would allow us to use a single vendor for replacement of our Ellucian Banner suite of products. Additionally, as indicated in other sections of this document, moving away of Ellucian Banner would create significant hardship for the institution regarding both effort and implementation costs beyond just the initial purchase of a new ERP system.

- Per the Supplier Diversity Policy, DES-090-06: was this purchase included in the agency's forecasted needs report?

Eastern Washington University has not completed its forecasted needs report.

- Describe what targeted industry outreach was completed to locate small and/or veteran-owned businesses to meet the agency's need?

There are no small or veteran-owned businesses that can provide an enterprise resource system. All ERP providers are large corporations employing thousands of people.

- What considerations were given to unbundling the goods and/or services in this contract, which would provide opportunities for Washington small, diverse, and/or veteran-owned businesses. Provide a summary of your agency's unbundling analysis for this contract.



**Washington State  
DEPARTMENT OF  
ENTERPRISE SERVICES**

There is no ability to unbundle Ellucian Banner, it would require replacement. Additionally, there are more options for system integrations that connect to Banner than there are for Workday.

- Provide a detailed and compelling description that includes quantification of the costs and risks mitigated by contracting with this contractor (i.e. learning curve, follow-up nature).

ERP system migrations are complex and require careful planning and execution to avoid data loss and disruption. Significant time must be spent internally with all levels of stakeholders throughout the organization as well as working with a new vendor to verify all relevant data and processes are captured for migration. For a system as large as ours, this would be a multi-year endeavor involving countless hours of project management and stakeholder participation. The University of Notre Dame set a timeline of 3 years (<https://oit.nd.edu/initiatives/erp-evolution-banner/>) and Southern Oregon University initially projected 4 years (<https://sou.edu/cisr/about/>) for similar migrations. Another example is the One Washington effort (<https://one.wa.gov/project-information>) to implement Workday, which began phase 1 (of a three-phase migration) in November of 2020. In November 2024, Phase 1A go live was extended by 'at least one year' to January 2027.

From our research and by speaking with peer institutions that have completed an ERP migration, implementation costs for an ERP migration are in the multi-million-dollar range (<https://www.selecthub.com/enterprise-resource-planning/erp-cost/>) with an expected spend of \$14 to \$20 million over a handful of years. These are costs that would be avoided by remaining with Ellucian, since no migration is required.

In addition to the work needed to migrate the core ERP system, we have over 60 integrations with other systems, services, and applications that would need to be reviewed, revised, and rewritten. Once identified, modifications would need to be performed as well as run through full testing before being implemented. Using our current implementation processes as a guide, it is estimated that it would take at least 7,500 work hours to complete this work. EWU has five Programmer Analyst positions that would perform this work, which would be approximately 187.5 days of programming time in addition to their regular duties and their other efforts during a migration. Additional time and effort would be required from functional users to test and validate all integrations. It is likely that additional staffing resources would be required during the transition, in both IT and functional units. There is potential to outsource this work, but that may be prohibited due by state statutes and the university's collective bargaining agreements that govern the use of outsourcing. It would not be the preference of the university to outsource this work, as it has been traditionally performed by classified staff.

The risk of implementation delays during any migration is substantial. Workday implementations for One Washington, the University of Washington, and Washington State University all experienced delays, resulting in significant cost overruns. As a recent example, a comparable institution to EWU, Southern Oregon University initially executed a \$7.4 million contract for Workday implementation (<https://sou.edu/cisr/about/>) which has since been supplemented by an additional \$2.3 million dollar allocation to complete their migration as well as an additional \$1 million dollars to extend their current ERP contract until completion.

A failed migration has significant implications for the university. If we are unable to enroll students, collect tuition and fees, or disburse financial aid, EWU would potentially additional state funding support



## Washington State DEPARTMENT OF ENTERPRISE SERVICES

or result in the equivalency of bankruptcy. These risks are not theoretical; Indian River State College in Florida implemented Workday and their implementation has gone so poorly, they are now migrating to Ellucian Banner despite the significant cost (<https://www.ellucian.com/news/indian-river-state-college-modernizes-technology-systems-selection-ellucian-banner-saas>). ERP migrations at other institutions have left them with the inability to disburse financial aid, requiring them to provide zero interest loans to students, or, like at the University of Washington, missing significant functionality (<https://www.seattletimes.com/business/uws-340-million-finance-upgrade-is-still-struggling-despite-progress/>).

Ellucian Banner at EWU is functional, meeting the needs of students, faculty, staff, and administrators. There is little campus interest in migrating to a new ERP. The potential return on investment of a migration is questionable. The university does not have the ability to pay for a new ERP or migration without substantial resources from the state. The downsides and risks of a migration are significant, especially during a time of state revenue declines and uncertainty at the federal level.

- Is the agency proposing this sole source contract because of special circumstances such as confidential investigations, copyright restrictions, etc.? If so, please describe.

No

- Is the agency proposing this sole source contract because of unavoidable, critical time delays or issues that prevented the agency from completing this acquisition using a competitive process? If so, please describe. *For example, if time constraints are applicable, identify when the agency was on notice of the need for the goods and/or service, the entity that imposed the constraints, explain the authority of that entity to impose them, and provide the timelines within which work must be accomplished.*

No

- What are the consequences of not having this sole source filing approved? Describe in detail the impact to the agency and to services it provides if this sole source filing is not approved.

We will conduct a request for proposal, despite the immense difficulties of a potential migration.

Our current contract ends on July 1, 2026. There is no chance of migrating to a new system by that date and we would need to either extend or sign new contract for a transition period.

For a migration to occur, we would need the legislature to provide at least \$14 million (based on WWU's similar request) in additional funding.

For at least the next 3 to 4 years, the university would need to focus the efforts of its IT department and most functional departments on the migration. This would offset any work at reversing our enrollment declines. The ERP system touches every department and everyone at the university. There is no part of EWU that be unaffected by an ERP migration and change.

## Sole Source Posting





**Washington State  
DEPARTMENT OF  
ENTERPRISE SERVICES**

- Sole Source Posting on Agency Website – Provide the date in which the sole source posting, the draft contract, and a copy of the Sole Source Contract Justification Template were published on your agency's website.
  - If failed to post, please explain why.
- Provide the date in which the sole source posting, the draft contract, and a copy of the Sole Source Contract Justification Template were published in WEBS.
  - If failed to post, please explain why.
- Were responses received to the sole source posting in WEBS?
  - If one or more responses are received, list name of entities responding and explain how the agency concluded the contract is appropriate for sole source award.

## Reasonableness of Cost

- Since competition was not used as the means for procurement, how did the agency conclude that the costs, fees, or rates negotiated are fair and reasonable? Please make a comparison with comparable contracts, use the results of a market survey, or employ some other appropriate means calculated to make such a determination.

EWU completed a Request for Proposal (RFP #20-DV7) in July of 2020 for moving Ellucian Banner from on-premises to cloud hosted and a 5-year cost breakout was obtained that included subscription and maintenance costs for Banner. Oracle and Ellucian responded to that RFP, however Workday did not. According to the RFP, for 2025, moving Ellucian Banner to the cloud resulted in annual savings of \$350,000. Oracle would have increased our costs by \$202,000 annually by 2025.

EWU was able to consult with its peers in Washington state, including Western Washington University and Evergreen State College to compare licensing and maintenance costs for Ellucian Banner.

WA DES Contract 05116, Cloud Services 05116 does not provide pricing for Oracle or Workday. For Oracle, it lists a standard discount of 9.77% off all list prices and for Workday, it lists a standard discount of 5% off list price for consulting only (no product discount is listed).

EWU has been able to obtain substantially larger discounts from Ellucian, especially for multi-year agreements.

We are also able to compare any new Ellucian contracts with our previous contracts to ensure that the total costs and rate of increase, if any, is reasonable.



# ES\_ b^W3a` fdSuf

7I G S` f[UbsfWfWf` Y[` fa S Ua` fdSuf fZSf [eegTefS` f[S^ke\_ [Sdfa fZWa` fdSuf Ua` fS[` WTWai ž

# SOFTWARE LICENSE & SERVICES AGREEMENT

BETWEEN

**SunGard SCT Inc.**  
a Delaware Corporation  
with Headquarters at:  
4 Country View Road  
Malvern, PA 19355

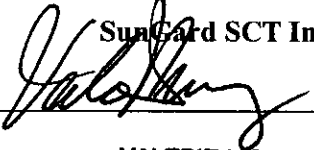
("SCT")


AND

**Eastern Washington University**  
526 5th Street MS 131  
307 Showalter Hall  
Cheney, Washington 99004

("Licensee")

By the signatures of their duly authorized representatives below, SunGard and Licensee, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

BY:   
PRINT NAME: VALERIE MORONEY  
PRINT TITLE: VICE PRESIDENT, FINANCE  
DATE SIGNED: 9/23/04

Licensee  
BY:   
PRINT NAME: Toni Habegger  
PRINT TITLE: Associate Vice President and  
Chief Financial Officer  
DATE SIGNED: 9/21/04

**T**HIS AGREEMENT is made between SCT and Licensee as of the Execution 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 Maintenance 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 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; (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 disclosed by Washington law; provided, however, that Licensee shall rely upon any and all applicable trade secret or proprietary information exceptions or exemptions to the public disclosure laws to protect from disclosure, to any person except as expressly authorized hereunder, the Licensed Software, commercially sensitive information in this Agreement and the Software Maintenance Agreement, and all other such commercially sensitive information. In the event that Licensee is served with a request to disclose any or all of SCT's Confidential Information pursuant to the requirements of applicable law, a judicial or

governmental request, requirement or order or otherwise, Licensee will promptly notify SCT in order to provide SCT sufficient time to object to such request, and Licensee will take reasonable steps to cooperate with and assist SCT in contesting such request, requirement or order or in otherwise protecting SCT's rights prior to disclosure.

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

"Delivery Date" means, for each Component System, the date on which SCT ships the Component System to the Delivery Address F.O.B. Malvern, Pennsylvania.

"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 SCT has confirmed that Licensee has given SCT enough information for SCT to replicate the deviation on a computer configuration which is both comparable to the Equipment and is under SCT's control.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"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; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved by SCT, and who, prior to obtaining access to the Licensed Software, have executed an SCT-approved non-disclosure agreement.

"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.

**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. 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.

#### 4. Available Services.

(a) Implementation/Support/Training Services. SCT will provide Licensee with implementation/support/training services for the Licensed Software at the fees provided in Exhibit 1.

(b) Consulting and Modification Services. SCT can also provide Licensee with consulting and modification services for the Licensed Software. Fees for consulting and modification services are provided in Exhibit 1.

(c) Committed Services. SCT will provide Licensee with Committed Services within the time period specified and for the fees set forth in Exhibit 1. Licensee must provide SCT with enough advanced notice to enable SCT to provide all Committed Services within the time period specified in Exhibit 1. As long as SCT were ready, willing and able to provide the Committed Services in the time period specified in Exhibit 1, then Licensee's failure to use the Committed Services within that time period will not excuse Licensee's obligation to pay SCT the total fees for the Committed Services, but will excuse SCT's obligation to provide any unused Committed Services upon the expiration of that time period.

(d) Workmanlike Skills. SCT will render all services under this Agreement in a professional and workmanlike manner. 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.

(e) 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. 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 such services, Licensee must provide SCT with such facilities, equipment and support as are reasonably necessary for SCT to perform its obligations, 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. In no such event, however, will SCT be required to provide Licensee with more than eighty (80) person-hours of services in any single calendar week.

(f) 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 pay SCT for such services as if SCT had performed such services on the date scheduled, unless Licensee has notified SCT that 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. Without limiting the foregoing, nothing in this Section 4(f) will act in any way to reduce Licensee's obligation to SCT in connection with any Committed Services.

(g) Specific Consulting Staff. The parties agree that the SCT Project Manager will be deemed a "key project resource" for purposes of the twenty-four (24)-month implementation of the Baseline Component Systems. Provided that the key project resource, as applicable, is scheduled on the project plan to provide services to Licensee throughout the twenty-four (24)-month implementation effort, SCT will use good faith efforts not to reassign the key SCT project resource in a manner which would render such key resource unable to fulfill the tasks and responsibilities identified in the project plan, unless such key project resource leaves the employ of SCT, needs to be reassigned for health or personal reasons, or needs to be reassigned for a similarly justifiable reason. If the key SCT project resource becomes unavailable as set forth in this section, then, subject to the terms and conditions of this Agreement, Licensee will have the opportunity to meet and provide input on the SCT-proposed qualified replacement. SCT will use good faith efforts to provide Licensee with as much advance notice as reasonably practicable if the key project resource needs to be replaced and/or reassigned as described in this section.

5. Delivery. Except as otherwise provide in Exhibit 1, SCT will deliver all Component Systems to Licensee at the Delivery Address within thirty (30) days after the Execution Date.

#### 6. Payment and Taxes.

(a) Payment.

(i) License Fees. Fees for the Licensed Software shall be due to SCT as provided for in Exhibit 1.

(ii) Professional Services Fees. Fees for professional services shall be invoiced on a monthly basis in arrears and shall be due within thirty (30) days from the date of invoice. Licensee shall reimburse SCT for actual travel and living expenses that SCT incurs in providing Licensee with services under this Agreement. Such travel and living expenses shall be invoiced on a monthly basis in arrears and shall be due within thirty (30) days from the date of invoice. 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, and Licensee will provide SCT with a copy of such limitations before SCT incurs expenses.

(iii) Late Charge. Except with respect to license fees due on the Execution Date, SCT has the right to charge a late fee on any payment that is past-due. With respect to license fees due on the Execution Date as provided for in Exhibit 1, SCT shall have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by Washington law, and shall be payable to SCT on demand.

(b) Taxes. Licensee is responsible for paying all 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. If Licensee is exempt from the payment of any such taxes, Licensee must provide SCT with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such tax amounts to the applicable taxing authority, SCT will invoice Licensee for and Licensee will pay to SCT all such tax amounts.

## **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. If, despite its reasonable efforts, SCT is unable to provide Licensee with an avoidance procedure for or a correction of a Documented Defect, then, 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. 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, or as may be required by Washington law (subject to the conditions set forth in Section 1, under the definition of Confidential Information), 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 ten (10) 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 will survive in perpetuity.

**9. Indemnity by SCT.** 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 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); (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. 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. **THE FOREGOING IS SCT'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

**10. Term and Termination.**

(a) Right of Termination. 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.

(b) Effect of Termination. Upon termination of this Agreement by either party, Licensee will promptly return to SCT or (at SCT's request) will destroy all copies of the Licensed Software, and will certify to SCT in writing, over the signature of a duly authorized representative of Licensee, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity 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 will be deemed given when: 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 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.

**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.

**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 Washington, without reference to the choice 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.** 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.

**(b) EXCLUSION OF DAMAGES.** 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. Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order 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.

**EXHIBIT 1**

Licensee: Eastern Washington University  
 Delivery Address: 526 5<sup>TH</sup> Street, MS 131, 307 Showalter Hall, Cheney, Washington 99004-2431

**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. Licensee, as soon as reasonably practicable, shall provide a detailed written description of the Equipment so that SCT can confirm that it is a configuration on which SCT supports use of the Licensed Software. SCT will then advise Licensee whether SCT supports or does not support use of the Licensed Software on the proposed configuration. If SCT does not support use of the Licensed Software on the proposed configuration, Licensee must propose a new configuration until SCT does confirm that it supports use of the Licensed Software on the proposed configuration.

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

**Table 1-LICENSED SOFTWARE:**

Component System	Source Code Licensed?	Software Suppl't	Fee
SCT Banner Student (includes Student Self-Service and Faculty and Advisor Self-Service functionality)	Yes	None	
EDI.Smart (one (1) licensed copy)	No	EDI.Smart Software Supplement	
SCT Banner Financial Aid	Yes	None	
INAS Software	No	INAS Software Supplement	
SCT Workflow	Yes	None	
SCT Banner Campus Loan Manager	Yes	None	
SCT Luminis Basic <sup>1</sup>	No	SCTLuminis Software Supplement- Basic Model	
SCT Luminis Data Integration for E-Learning (Blackboard)	Yes	None	
SCT Operational Data Store	Yes	None	
<b>TOTAL LICENSE FEE:</b>			

**Note to Table 1:**

<sup>1</sup> The SCT Luminis Basic Component System requires a RDBMS, either Oracle or Microsoft SQL Server.

**(Remainder of Page Intentionally Left Blank)**

**EXHIBIT 1**Licensee: Eastern Washington University**Table 2-COMMITTED SERVICES:**

Description	Service Amount	Service Period <sup>1</sup>	Fee <sup>2</sup>
<b>IMPLEMENTATION/SUPPORT/ TRAINING:</b>			
SCT Banner Student (includes Student Self-Service and Faculty, Advisor Self-Service functionality, and EDI.Smart)	1016 person-hours	24 months	
SCT Banner Financial Aid	424 person-hours	24 months	
SCT Banner Workflow	176 person-hours	24 months	
SCT Operational Data Store (Student and Financial Aid)	238 person-hours	24 months	
SCT Luminis Basic, Implementation Services and Training classes	456 person-hours	24 months	
SCT Luminis System Administration Training At SCT Training Center for 2 Licensee Attendees	4 session-days (\$625/session- day/participant)	24 months	
Campus Pipeline Integration Protocol (CPIP) Training At SCT Training Center for 2 Licensee Attendees	2 session-days (\$748.50/session-day/participant)	24 months	
Luminis Basic Standard Training Materials: 2 System Administration Manuals, 2 CPIP Manuals, 6 Trainer Cert Manuals, 12 Content Admin Materials	Fixed Fee	N/A	
Luminis Trainer Certification	N/A	N/A	
SCT Luminis Data Integration (Blackboard)	160 person-hours	24 months	
SCT Banner Campus Loan Manager	200 person-hours	24 months	
SCT Advisor Services- Student	380 person-hours	24 months	
SCT Advisor Services-Financial Aid	280 person-hours	24 months	
Technical and Cross Product Services	200 person-hours	24 months	
Project Management- Level 3 for 24 months (Includes up to 2,072 Service Hours)	Fixed Fee <sup>3</sup>	24 months	
Engagement Management (Includes up to 360 Service Hours)	Fixed Fee <sup>3</sup>	24 months	
Data Migration Planning	40 person-hours	24 months	
Data Migration Training (Student and Financial Aid)	80 person-hours	24 months	

(Table Continued On Next Page)

**EXHIBIT 1**Licensee: Eastern Washington University**Table 2-COMMITTED SERVICES (continued):**

Description	Service Amount	Service Period	Fee**
<b>IMPLEMENTATION/SUPPORT/ TRAINING:</b>			
Data Migration Toolkit- Student (Includes up to 100 Service Hours)	Fixed Fee <sup>3</sup>	24 months	
Data Migration Toolkit- Financial Aid (Includes up to 90 Service Hours)	Fixed Fee <sup>3</sup>	24 months	
Data Migration Service Package (Includes up to 160 Service Hours)	Fixed Fee <sup>3</sup>	24 months	
Data Migration Support	200 person-hours	24 months	
End User Training-"Train the Trainer Workshop"	40 person-hours	24 months	
Training Needs Assessment (Student and Financial Aid)	160 person-hours	24 months	
Training Project Definition and Plan Development (Student and Financial Aid)	80 person-hours	24 months	
Oracle Training at SCT's Ed Center- Two Licensee Attendees, 24 session days for each Attendee	24 session-days ( \$400/session-day/participant <sup>4</sup> )	24 months	
Business Process Assessment and Improved State Modeling (6 Processes each for Student and Financial Aid; Includes up to 600 Service Hours)	Fixed Fee <sup>3</sup>	24 months	
Remote Oracle Database-Administrator Services	660 person-hours	12 months	
<b>TOTAL:</b>			

**Notes to Table 2:**

<sup>1</sup> Committed Services must be used within twenty-four (24) months after the Execution Date unless indicated otherwise. Without extending the Service Period for any component of services set forth in Table 2 above, or otherwise reducing or otherwise affecting Licensee's payment obligations under this Agreement, upon mutual consent by the project managers for SCT and Licensee, unused hours from one functional category in Table 2 above may be moved to another functional category listed within the applicable table.

<sup>2</sup> Travel and living expenses are additional and will be billed monthly as SCT renders the services. Licensee is advised that, without limitation, SCT personnel rendering services bill for travel time, preparation time, and follow-up time.

<sup>3</sup> See Scope of Services in Attachment A.

<sup>4</sup> Licensee is responsible for travel and living expenses for Licensee Attendees.

**Table 3 - THIRD PARTY SERVICES <sup>1</sup>:**

Information Services:	Description:	Fees
TouchNet Payment Gateway Software Remote Implementation <sup>1</sup>	Remote Installation	
<b>TOTAL THIRD PARTY SERVICES</b>		

**Notes to Table 3:**

<sup>1</sup> TouchNet Payment Gateway Services are provided by TouchNet Information Systems, Inc. (the "Third Party Services Vendor"), and not SCT. The Third Party Services Vendor is not SCT's subcontractor, and is not otherwise an agent of SCT. See the "Third Party Services Pay Agent Supplement"-that is attached to and incorporated by reference into this Agreement.

**EXHIBIT 1**Licensee: Eastern Washington University**Table 4 – HOURLY SERVICES:**

Description	Service Amount	Service Rate*	Fee**
Implementation/Training/Consulting:	1100 person-hours	\$181/person-hour	
<b>Total Estimated Hourly Services Fee:</b>			

**Notes to Table 4:**

\* Rates specified in this table remain in force for a period of two (2) years after the Execution Date, after which SCT reserves the right to increase such rates to SCT's then-current rates for such services.

\*\* Travel and living expenses are additional. Licensee is advised that, without limitation, SCT personnel rendering services bill for travel time, preparation time, and follow-up time. Where a number of hours is specified in the table with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to SCT at the time of execution of this Agreement. The total amount that Licensee will pay for these services (i.e., the "TOTAL ESTIMATED HOURLY SERVICES FEE") will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during the year in which the services are rendered.

**PAYMENT OF LICENSE FEE:** The Total License Fee is due on the Execution Date.

**PAYMENT OF SERVICES AND CHARGES:** Licensee will remit payment for the Committed Services set forth in Table 2 on a monthly basis in arrears, with the first such payment (and each subsequent monthly payment) due thirty (30) days from the date of invoice. Licensee will remit payment for the Third Party Services set forth in Table 3 on a monthly basis in arrears, with the first such payment (and each subsequent payment) due thirty (30) days from the date of invoice. Licensee will remit payment for the Hourly Services set forth in Table 4 on a monthly basis, as such services are rendered. SCT will invoice Licensee for all other services and applicable charges on a monthly basis in arrears and payments shall be due thirty (30) days from the date of invoice.

**DELIVERY:** SCT will deliver each of the above-listed Component Systems within thirty (30) days after the Execution Date

**Number of Software Supplements Attached:** 4

**EASTERN WASHINGTON UNIVERSITY**

**ATTACHMENT A**

**SCOPE OF SERVICES**

**SEE SEPARATE DOCUMENT**

## EDI.SMART SOFTWARE SUPPLEMENT

### 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 shall not be used on more than one (1) Windows-based personal computer.



## INAS SOFTWARE SUPPLEMENT

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

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

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

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

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

(c) Licensee acknowledges that if Licensee violates any of the provisions of this INAS Component System Supplement, SCT and/or the INAS Licensor shall have the right to terminate Licensee'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 Licensee's discontinuance of the use of the INAS Component System for any reason, whichever shall first occur, Licensee will immediately return the INAS Component System to SCT and/or the INAS Licensor at Licensee's own expense.

(e) In lieu of the warranty provided in Section 7 of the Agreement, Licensee shall be provided with the limited, twenty-day warranty from the INAS Licensor set forth below. SCT shall have no liability to Licensee whatsoever related to its use of the INAS Component System. Licensee understands that the INAS Licensor 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 Licensor 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 Licensee's receipt thereof, the INAS Licensor shall have received a written objection thereto signed by Licensee or SCT. Licensee also understands that the INAS Licensor has agreed that, if the system media should prove operationally defective and if the INAS Licensor has received written notice of such defect from Licensee or SCT within 20 days after Licensee's receipt of such system tape(s), Licensee or SCT may return such system media to the INAS Licensor (at the INAS Licensor's expense) and the INAS Licensor shall promptly replace such system media without charge to Licensee or SCT. The INAS Licensor's liability for damages as a result of any breach of the INAS Licensor's representation and warranty referred to in this Paragraph 3(e) shall be limited to the fees paid by Licensee for the INAS Component System. THE INAS LICENSOR SHALL HAVE NO LIABILITY TO LICENSEE 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 LICENSEE OR TO ANY THIRD PARTY ARISING OUT OF LICENSEE'S USE OF THE INAS COMPONENT SYSTEM;

(f) Except as provided in paragraph 3(e) above, the INAS Licensor has made and is making NO WARRANTIES OR REPRESENTATIONS WHATEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE INAS COMPONENT SYSTEM, AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS. The INAS Licensor shall have no obligation under or as a result of the license

agreement between Licensee and SCT to install, service, maintain, update or revise the INAS Component System.

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

## SCT LUMINIS SOFTWARE SUPPLEMENT

### Luminis Basic Model

1. Supplemental Terms for License To Use SCT Luminis Component System. Licensee'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 provided by SCT for incorporation into or for use with the other Component Systems which are or have been licensed by SCT to Licensee, except as otherwise provided for in the Exhibit 1 to which this Supplement is attached ("Other Component Systems").

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

(a) Licensee has the right to use the SCT Luminis Component System only in binary executable form and (except as otherwise provided for in the Exhibit 1 to which this Supplement is attached) only as part of or for use with the Other Component Systems, locally developed systems, and other application programs implemented to

support Licensee's enterprise services ("Licensee System Software").

(b) The SCT Luminis 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 Licensee under this Supplement, no right, title or interest in or to the SCT Luminis Component System is granted to Licensee. Without limiting the obligations of SCT in connection with the SCT 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 SCT Luminis Component System to other similar software products;

(d) If Licensee 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 Licensee does not separate the words "SCT" and "Luminis." Licensee may use SCT's "SCT Luminis" trademarks, service marks and/or logos in connection with Licensee's marketing of the SCT Luminis Component System at Licensee's campus or among its alumni provided Licensee adheres to SCT's then-current "SCT Luminis" trademark guidelines.

### THIRD PARTY SERVICES PAY AGENT SUPPLEMENT

1. Additional Definitions. The term "Third Party Services" means all those certain services identified as such in this Order Form. The term "Third Party Services Vendor" means the provider of the Third Party Services otherwise identified as such in this Order Form.

2. Limited Pay Agent Designation. Institution hereby designates SCT as Institution's pay agent for the sole and exclusive purpose of allowing SCT, on behalf of Institution, to make payment to the Third Party Services Vendor for the Third Party Services. Institution covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SCT as Institution's pay agent as provided for in this Section 2.

3. Services Procurement. SCT will remit payment that Institution makes to SCT for the Third Party Services to the Third Party Services Vendor on behalf of Institution. Alternatively, SCT will have the right to assign its right to receive payment from Institution for such Third Party Services directly to the Third Party Services Vendor. Institution acknowledges and agrees that Third Party Services Vendor, and not SCT, will be providing Institution with the Third Party Services; and that Third Party Services Vendor, and not SCT, assumes all responsibility for and liability in connection with the Services. SCT is not authorized to make any representations or warranties that are binding upon Third Party Services Vendor or to engage in any other acts that are binding upon Third Party Services Vendor.

4. Disclaimer of Warranties. Institution agrees and understands that SCT MAKES NO WARRANTIES WHATSOEVER, EXPRESSED

OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SERVICES AND/OR ANY OTHER MATTER RELATING TO THIS SERVICES PAY AGENT SOFTWARE SUPPLEMENT. ALL WARRANTIES (IF ANY) ARE PROVIDED TO LICENSEE BY THE THIRD PARTY SERVICES VENDOR. SCT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 5. SERVICES LIMITATION OF LIABILITY.

(a) LIMITED LIABILITY OF SCT. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM LICENSEE TO THE SERVICES VENDOR, SCT WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH ANY THIRD PARTY SERVICES OR ANY OTHER MATTER RELATING TO THIS SERVICES PAY AGENT SOFTWARE SUPPLEMENT.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SCT BE LIABLE TO LICENSEE IN CONNECTION WITH ANY THIRD PARTY SERVICES FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER OR NOT SCT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## ATTACHMENT A

### SCOPE OF SERVICES

#### GENERAL

For purposes of this Scope of Services, Eastern Washington University is alternately referred to as the "University," "Licensee" and "EWU."

This Scope of Services describes certain of the tasks and deliverables to be provided by SunGard SCT (sometimes referred to as "SCT" for purposes of this Scope of Services) in connection with the provision of the services listed in Exhibit 1 of the Agreement to which this Attachment A is appended. Except as otherwise expressly provided for in Exhibit 1, all services will be delivered on a time and materials basis, based upon the person-hours or number of days (as applicable) of services rendered by SunGard SCT and as limited by the specified number of person-hours set forth for each component of services in Exhibit 1. EWU is advised that, without limitation, SunGard SCT personnel rendering services bill for travel time (as otherwise provided for and limited by the Agreement), preparation time, and follow-up time. To the extent that any anticipated deliverables are associated with activities described below that are not fixed fee components of services (as indicated in Exhibit 1), the completion of the anticipated deliverables and/or activities shall be subject to the limit of available person-hours that have been purchased by Licensee, as set forth in Exhibit 1. To the extent that additional person-hours of services are required to complete the activity and/or associated deliverable, EWU will be required to purchase additional services at SCT's then-current applicable rates for such services.

Certain of the services described in this Scope of Services require that the parties develop and agree upon certain written documents and plans. In each such instance, once the parties have agreed upon the form and content of the written document/plan in question, each will approve the document/plan in writing prior to undertaking its respective performance obligations under the document/plan in question. Once the document/plan in question has been agreed upon by the parties in writing, any changes to the document/plan will require written approval of both parties. Neither party will unreasonably withhold or delay any approval required under this provision and each will work together in good faith to attempt to resolve any disagreements in this regard.

**Certain Responsibilities of the University.** In addition to the responsibilities of each party otherwise provided for in this Scope of Services or the related planning documents, EWU agrees to provide, as applicable, the following in connection with the SCT services described in this Scope of Services:

- **Project Manager** - EWU will provide a point-of-contact that will work directly with the SCT Project Manager to assist and coordinate activities related to this engagement, such as meetings, interviews and acceptance of deliverables.
- **Access to information** - EWU will provide access (where available) to procedures documents, published strategy and tactical documents, process requirement documents, etc. in relation to the performance of SunGard SCT's services. EWU will provide access to key individuals or groups for information-gathering purposes and interviews in relation to the performance of this service.
- **Access to Institution environment** - EWU will provide remote access to EWU technical environment and administrative systems and information in relation to the performance of SunGard SCT's services, specifically, an operational and accessible version of the SCT Banner Component System(s), appropriate security access and accounts for SunGard SCT staff and each session participant. EWU will provide, install and provide SCT with access to all necessary hardware, software and peripherals. EWU's Project Manager will work directly with the SCT personnel to assist and coordinate SCT's access to such EWU systems. EWU will provide a physical training facility, to include dedicated workstations for training participants, overhead projection capabilities for instructional purposes, dedicated printer capabilities, and other training requirements as may be defined and agreed between both parties.
- **Timely Acceptance of Deliverables** - Except as otherwise expressly provided for in this Scope of Services or in a related planning document, in each instance in which SCT provides a deliverable to the University for acceptance, EWU will have thirty (30) days from delivery by SCT of the deliverable to review the deliverable

and determine whether such deliverable fails in any material respect to comply with the criteria or specifications agreed upon by the parties therefore (the "Acceptance Period"). EWU will notify SCT in writing within the Acceptance Period of any material non-compliance with the deliverable in question, and document such material non-compliance in reasonable detail (the "Failure Notice"). If EWU fails to provide a Failure Notice to SCT prior to the expiration of the Acceptance Period, the deliverable will be deemed accepted ("Accepted" or "Acceptance") by EWU. If EWU so documents a material non-compliance within the Acceptance Period, SCT will use commercially reasonable efforts to correct the material non-compliance, and SCT will re-deliver the deliverable in question to EWU for EWU review during a second Acceptance Period of ten (10) calendar days. Acceptance in any instance will constitute completion of the deliverable.

- EWU will assign appropriate key staff to the EWU Implementation Project Team. Assigned staff are expected to participate in all training and consulting sessions, to review existing policies and procedures and begin developing new procedures as appropriate to incorporate into the SCT Banner Component System processes, and to review the information contained in the training documentation and in the supplied SCT Banner training materials to ensure that each member of the implementation team understands the functionality of the module being presented. The EWU Implementation Project Team will complete all validation, rule and process development required for production system operations.
- EWU will provide each participant in the SunGard SCT training sessions with reference copies of the SunGard SCT-provided training course workbooks and training materials
- Unless specifically noted otherwise in this Scope of Services, EWU is responsible for all specification, identification, programming and validation of information pertaining to the conversion or migration of historic or legacy data into the SCT Banner Baseline Component System(s).
- EWU will develop all test plans and scenarios, and complete the performance of these test plans within project guidelines and timing, including "production-ready" testing.
- Unless specifically noted otherwise in this Scope of Services above, EWU is responsible for development of departmental or "End User" training plans, and the delivery of training to these users.
- EWU will cooperate with, and assist SunGard SCT, as necessary to enable SunGard SCT to provide the services specified.

#### **OBJECTIVE:**

The parties' objective is the implementation at EWU of the Baseline Component Systems identified in Exhibit 1 to which this Scope of Services is attached. This Scope of Services identifies certain planning documents that will be created using SCT-provided templates, and that will set forth certain responsibilities of each party regarding the implementation at EWU of the Exhibit 1 Component Systems.

The following Component Systems are those for which SCT has included implementation services pursuant to this Scope of Services:

- Engagement Management
- Project Management – Level 3 for 24 months
- SCT Banner Student (includes Student Self-Service and Faculty, Advisor Self-Service functionality, and EDI.Smart)
- SCT Banner Financial Aid
- SCT Workflow
- SCT Operational Data Store (Student and Financial Aid)
- SCT Luminis Basic, Implementation Services and Training
- SCT Luminis System Administration Training at SCT Training Center
- Campus Pipeline Integration Protocol (CPIP) Training
- Luminis Trainer Certification

- SCT Luminis Data Integration (Blackboard)
- SCT Banner Campus Loan Manager
- SCT Advisor Services – Student
- SCT Advisor Services – Financial Aid
- Technical and Cross Product Services
- Data Migration Planning
- Data Migration Training (Student and Financial Aid)
- Data Migration Toolkit (Student and Financial Aid)
- Data Migration Service Package
- End User Training – Train the Trainer Workshop
- Training Needs Assessment
- Training Project Definition and Plan Development
- Oracle Training at SCT's Ed Center
- Business Process Assessment Improved State Modeling (6 Processes each for Student and Financial Aid)
- Remote Oracle Database Administrator Services

### **ENGAGEMENT MANAGEMENT SERVICES**

#### **Overview:**

The SCT Engagement Management function is provided by SCT's Account Manager. The Engagement Manager takes responsibility for the tactical administration of the project for the duration of the implementation. The SCT Engagement Manager will conduct regular Quality Review sessions to monitor that the project is being managed according to the Project Definition developed by SCT and EWU. In this role, the SCT Engagement Manager will support the project at the executive level, and provide the SCT Project Manager with the support he/she needs to satisfy SCT's responsibilities in rendering services to EWU. Engagement Management Services will be provided subject to the limit of person-hours of services purchased by Licensee for this component of services.

#### **Deliverables:**

- Executive-Level Status Reports.
- Campus visits, as appropriate.

#### **Certain Responsibilities of SCT:**

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



#### Certain Responsibilities of EWU:

- Facilitate access to the University executive management.
- Review recommendations as necessary.
- Act on recommendations as necessary.

#### **PROJECT MANAGEMENT – LEVEL THREE SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SunGard SCT's Level 3 Project Management Service will be provided over the course of 24 months beginning with the kickoff of the project. During this time, a single Project Manager will be assigned to EWU. SunGard SCT will provide Project Management Services to EWU as described below:

- SunGard SCT and EWU will co-develop project-related documents describing Project Definition, Configuration Management, Communication Plan, Training Plan, Testing Plan, and the Quality Assurance Plan using SunGard SCT-supplied templates for these named documents.
- SunGard SCT and designated EWU representatives will co-develop documents referred to as the "Services Requirements" and the "Prioritized Services Requirements" which will describe a targeted schedule of tasks to be performed by SunGard SCT and the order in which SunGard SCT intends to perform such tasks, as well as the technical requirements and the facilities and equipment which are necessary for the project. Once the parties are in agreement, each shall mutually approve the documents in writing prior to commencing implementation activities. Once established and agreed to, any changes to these documents will require written approval of both parties. Neither party shall unreasonably withhold or delay any approval required under this provision and each shall work together in good faith to attempt to resolve any disagreements in this regard.
- SunGard SCT will develop the Project Schedule and Education Plan using SunGard SCT-supplied templates.
- To the extent each party is in agreement, the parties will mutually accept in writing the Project Definition, Configuration Management, Communication Plan, Training Plan, Testing Plan, and the Quality Assurance Plan documents prior to the implementation of the SCT Component system(s). Neither party shall unreasonably withhold or delay their approval of any document and must work together in good faith to attempt to resolve any disagreements in this regard.
- SunGard SCT and EWU will jointly maintain and update, as reasonably necessary, the Project Definition Document, Services Requirements, Prioritized Services Requirements, Project Schedule, Configuration Management, Communication Plan, Training Plan, Testing Plan and other relevant project-related documents.
- The single SunGard SCT Project Manager will perform up to an aggregate of twelve (12) on-site visits per year during the implementation phase of the project. In connection with each visit SunGard SCT will:
  - Participate in the co development of project related documents;
  - Assess the status of the project and assess and identify significant risks to its completion;
  - Identify and track issues which may potentially impact the project; assist in the development of remedial plans;
  - Review all planning documents which are SunGard SCT's responsibilities as outlined above;
  - Perform project tracking;
  - Collect project measurements and create a report on the measurements; and
  - Write a project status report after each visit.
- SunGard SCT Project Manager will be available to work remotely with EWU Project Manager in the tracking, management and control of project activities for up to thirty-two (32) hours per month.
- As part of SunGard SCT Project Management Services, the assigned SunGard SCT Quality Assurance Analyst will conduct up to an aggregate of three (3) remote Quality Assurance Assessment sessions per year, to be

conducted at approximately four (4) months, eight (8) months and eleven (11) months after the initiation of the project to assess compliance to the project processes defined and agreed as part of the Project Definition. With these sessions, SunGard SCT will:

- Assist in the development of the Quality Assurance Plan
- Provide a written Quality Assurance Status report.

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

**SCT BANNER STUDENT SERVICES** (includes Student Self Service, Faculty and Advisor Self Service and EDI Smart)

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SunGard SCT will provide the following installation, training and consulting services to EWU in support of EWU implementation of the Baseline SCT Banner Student Component System. The SunGard SCT Project Manager will be responsible for coordinating the resources and schedules for the services.

- SunGard SCT will provide installation of the SCT Banner Component System(s) in EWU technical environment, to include:
  - Pre-installation review, to:
    - Validate that all required hardware and software components necessary for installation are available and ready,
    - Validate that all dependent software has been installed, e.g. MicroFocus COBOL, ANSI C compiler, etc
    - Review hardware configuration
    - Coordinate remote connectivity to EWU environment
  - Installation of the SCT Banner Component System(s) and Oracle <sup>TM</sup> components as necessary, including:
    - Perform system review
    - Install Oracle RDBMS software and associated patch set, if necessary
    - Install Oracle Developer tools and associated patch set, if necessary
    - Unload and install Banner software
    - Create SEED, training, and pre-production databases
    - Configure software for the client's environment
    - Compile C and COBOL programs
    - Install on-line documentation
    - Web server installation (if deploying Banner via a web browser)
    - Provide recommendations on backup routines
    - Assist with the SCT Banner setup in a training facility
  - Configuration of the SCT Banner environment, including:
    - Set up preliminary users in the training database
    - Remove demo or SEED data from pre-production and production database instances
    - Configure and automate the job submission routine(s)
    - Configure and automate SCT Banner Sleep/Wake processes
    - Set up printers for use with the SCT Banner system
    - Assist with the configuration of SCT Banner security for training
    - Establish the printing function
    - Change default passwords
    - Verify electronic distribution and Action Web access
    - Verify listserve access
    - Verification of installed modules

- Development of Installation Report, detailing the tasks performed during the previous Installation and Configuration activities. The Report will include:
    - Final review and verification of the installation and configuration checklists
    - Document outstanding issues and ownership of the issues for resolution
    - Recommendations in specific areas, as needed, and SunGard SCT support guidelines
- SunGard SCT will provide training to the EWU-assigned technical staff in the general technical system features and conventions, including navigation, referential integrity, job submission, printer definition, and SCT Banner security administration. Training will also include discussion of general data conversion techniques. The specific areas of training to be provided to EWU will be determined as part of the preliminary Project Planning activities.
- SunGard SCT will provide training to the EWU-assigned technical staff in the basic architecture and overview of the major tables, reports, and processes included in each major module of the SCT Banner Student System, overview training in the SCT Banner directory structure and training in the primary database object creation scripts for each of the SCT Banner Student Baseline Component System modules. Training will also include discussion of preliminary data conversion requirements, and an example data conversion exercise. This session will generally include technical training in the following areas. The specific areas of training to be provided to EWU will be determined as part of the preliminary Project Planning activities.
  - Review of Data Dictionary and Referential Integrity
  - Examination of Banner Student System Modules: Including Major Forms, Tables, Reports, Processes, Directory Structures and Contents
    - Catalog
    - General Person
    - CAPP and Overall tables
    - Recruiting and Admissions
    - Faculty Load and Location Management
    - Schedule and General Student
    - Accounts Receivable and Registration
    - Academic History
    - Conversion issues and example exercise
- SunGard SCT will provide system education training and process consulting support on the features, functions, processing rules, operating cycles, and set-up requirements of the baseline SCT Banner Student Baseline Component System, anticipated to include training and process consulting support in the following areas. The specific areas of training and process consulting support to be provided to EWU will be determined as part of the preliminary Project Planning activities.
  - Course Catalog
    - Validation tables
    - Planning and guidance for manual or electronic catalog conversion
  - Schedule
    - Rules and Validation tables for building sections of courses for registration, including room and faculty assignments
    - Planning and guidance for manual or electronic schedule conversion
  - General Person
    - Validation tables for biographic and demographic information
    - Name search, ID generation and address maintenance (may be shared with HR, Alumni, Financial Aid and Finance areas)
    - Planning and guidance for manual or electronic person data record conversion
  - Recruitment
    - Curriculum rules tables
    - Overview of Curriculum Advising and Program Planning
    - Validation tables for recruitment record management
    - High School, prior college, and test score information

- Tape Load processes (SAT, GMAT, etc.)
  - Letter Generation and Communication Plans processes
  - Planning and guidance for manual or electronic recruiting record conversion
- Admissions
  - Rules and Validation tables for applicant record management, including curriculum rules
  - Detail Codes for application fees
  - Tape Load processes (SAT, GMAT, etc.)
  - Letter Generation and Communication Plans processes
  - Planning and guidance for manual or electronic admission record conversion
- General Student
  - Rules and Validation tables for defining and classifying students and holds
  - Planning and guidance for manual or electronic general student record conversion
- Registration
  - Rules and Validation tables for registration (pre-requisites, enrollment verification, fee assessment, holds) and grade collection
  - Detail Codes for Fee Assessment
  - Academic History
  - Rules and Validation tables for Academic History, including Transfer Articulation (repeats, academic standing, transcript holds etc.)
  - Grade mailer, transcript, grade change and graduation processes
  - Planning and guidance for manual or electronic academic history record conversion
- Accounts Receivable
  - Rule and Validation tables for A/R Administration
  - Charge and Payment Detail Codes and Accounting Distributions
  - Deposit Administration
  - Student Refund Processing
  - Contract and Exemption Processing
  - Planning and guidance for account balance establishment or conversion of available legacy data
- Location Management
  - Validation tables and definitions for Building and Rooms
  - Room, Meal, Phone Assignments
  - Rate codes and rules for Rooms, Meals, Phone
  - Housing Term Control Form
  - Planning and guidance for manual or electronic building and room data conversion
- Curriculum, Advising and Program Planning
  - CAPP overview and Fact Gathering
  - CAPP Requirements
  - Compliance Information
  - Curriculum Rules and Controls
  - CAPP Student Adjustments
  - Building of CAPP Requirements for up to 10 programs
- SunGard SCT will provide the following (the “Deliverables”) in conjunction with the services described above:
  - Installation Report
  - Training materials, as appropriate and available, in the form of workbooks, presentations and scenario exercises
  - Training, consulting or session agendas, as appropriate, generally to be provide in advance of each SunGard SCT-led session
  - Trip report, provided after the conclusion of each SunGard SCT-led training or consulting session, summarizing the objectives and accomplishments of the session, relevant issues to be addressed, and tasks to be completed.

#### **SCT BANNER FINANCIAL AID SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services,  
 EWU Student Systems Scope of Services v5-2

SunGard SCT will provide the following installation, training and consulting services to EWU in support of EWU implementation of the SCT Banner Financial Aid Baseline Component System. The SunGard SCT Project Manager will be responsible for coordinating the resources and schedules for the services.

- SunGard SCT will provide remote installation of the SCT Banner Component System(s) in EWU technical environment, to include:
  - Pre-installation review, to:
    - Validate that all required hardware and software components necessary for installation are available and ready,
    - Validate that all dependent software has been installed, e.g. MicroFocus COBOL, ANSI C compiler, etc
    - Review hardware configuration
    - Coordinate remote connectivity to EWU environment
  - Installation of the SCT Banner Component System(s) and Oracle™ components as necessary, including:
    - Perform system review
    - Install Oracle RDBMS software and associated patch set, if necessary
    - Install Oracle Developer tools and associated patch set, if necessary
    - Unload and install SCT Banner software
    - Create SEED, training, and pre-production databases
    - Configure software for Licensee's environment
    - Compile C and COBOL programs
    - Install on-line documentation
    - Web server installation (if deploying SCT Banner via a web browser)
    - Provide recommendations on backup routines
    - Assist with the SCT Banner setup in a training facility
  - Configuration of the SCT Banner environment, including:
    - Set up preliminary users in the training database
    - Remove demo or SEED data from pre-production and production database instances
    - Configure and automate the job submission routine(s)
    - Configure and automate SCT Banner Sleep/Wake processes
    - Set up printers for use with the SCT Banner system
    - Assist with the configuration of SCT Banner security for training
    - Establish the printing function
    - Change default passwords
    - Verify electronic distribution and Action Web access
    - Verify listserve access
    - Verification of installed modules
  - Development of Installation Report, detailing the tasks performed during the previous Installation and Configuration activities. The Report will include:
    - Final review and verification of the installation and configuration checklists
    - Document outstanding issues and ownership of the issues for resolution
    - Recommendations in specific areas, as needed, and SunGard SCT support guidelines
- SunGard SCT will provide training to the EWU-assigned technical staff in the general technical system features and conventions, including navigation, referential integrity, job submission, printer definition, and SCT Banner security administration. Training will also include discussion of general data conversion techniques. The specific areas of training to be provided to EWU will be determined as part of the preliminary Project Planning activities.
- SunGard SCT will provide product-related technical training to the EWU-assigned technical staff in the basic architecture and overview of the major tables, reports, and processes included in each major module of the SCT Banner Financial Aid Baseline Component System, overview training in the SCT Banner directory structure and training in the primary database object creation scripts for each of the Financial Aid System modules. Training will also include discussion of preliminary data conversion requirements, and an example data conversion

exercise. This session will generally include technical training in the following areas. The specific areas of training to be provided to EWU will be determined as part of the preliminary Project Planning activities.

- Review of Data Dictionary and Referential Integrity
- Examination of Banner Financial Aid System Modules: Including Major Forms, Tables, Reports, Processes, Directory Structures and Contents
  - General Person Table
  - Financial Aid Process Overview and Data Flow
  - EDE Data Load
  - RORRULE's and ROSSLCT Sequence Generator
- SunGard SCT will provide a system and implementation overview in which the general plans and expectations for both the implementation team and for the assigned SunGard SCT resources will be discussed and guidelines for the implementation process will be established. In particular, the following topics will be covered in lecture format and hands on exercises:
  - Overview of the implementation process
  - Review of the SunGard SCT organization
  - Review of consultant/EWU responsibilities
  - Introduction to the implications of rule and validation forms
  - Overview of the concepts and functionality of each SCT Banner Financial Aid module
  - Discussion of how to relate current policies and procedures to the manner in which SCT Banner Financial Aid works
  - Discussion on the implications of shared tables/forms if other SCT Banner systems have been or will be implemented
  - ORACLE/Banner terminology
  - The definition, utilization, and maintenance of screens (application, query, validation and rule forms)
  - The use of the query function, on-line menus, and help features.
  - Navigation of the SCT Banner system
  - Discussion of shared data and the importance of institution wide policies and procedures
- SunGard SCT will provide system education training and process consulting support on the features, functions, processing rules, operating cycles, and set-up requirements of the SCT Banner Financial Aid Baseline Component System, anticipated to include training and process consulting support in the following areas. The specific areas of training and process consulting support to be provided to EWU will be determined as part of the preliminary Project Planning activities.
  - Record Creation and EDE Processing
    - Creating records with multiple names and ID numbers
    - Upload/download data to Dept. of Education
    - Rules and Validation tables for EDE processing
  - Applicant Processing
    - INAS Record processing
    - Tracking records
    - Rule and validation tables for document/requirement tracking
  - Budgeting, Needs Analysis
    - Rule and validation tables for automated budget assignment
    - Creating budget components, component amounts, budget groups, and budget types
    - Define aid periods
    - Establishing valid budget types by budget groups
    - Establishing valid budget components by budget groups, budget type, and aid period combinations
    - Defining budget group assignment rules for each budget established
    - Placing a student in a budget group
    - Changing a student's budget group to reflect mixed enrollment

- Determining whether components were system generated, manually assigned, or generated as a result of mixed
- Funds Management
  - Relate a fund to the Accounts Receivable detail code, and allow disbursement of the fund to the student's account
  - Build fund-specific awarding and disbursement rules
  - Establish a standard awarding and disbursement schedule for each aid period
  - Define packaging and disbursement options for a fund
  - Associate tracking requirements and messages to a fund
  - Limit the amount awarded from a fund to a single budget component or group of budget components
  - Limit the amount disbursed from a fund to a single detail code or group of detail codes
  - Create a configured fund-specific disbursement schedule
  - Establish an award and disbursement schedule for a specific fund that overrides the default parameters previously built
- Student Employment
  - Rules and validation tables for Student Employment Authorization and how Licensee will maintain these values
  - A placement codes, organization codes, and position codes as appropriate
  - Create student employee authorizations
  - Update student wages manually or by using the payroll interface, as needed.
- Packaging and Disbursement
  - Rules and Validation tables for manual and/or automatic awarding (automatic awarding subject to SCT Banner Financial Aid Baseline Component System capabilities)
  - Award disbursement to Student Accounts Receivable
  - Define packaging group codes and rules
  - Define packaging options to determining when awards to students will be made
  - Enter and maintain resource information and create exemptions and third-party contract rules
  - Assign a student to a packaging group either automatically online, manually, or in batch
  - Award a student's funds based on rules either in batch or automatically online
  - Manually award additional funds after automatic packaging to meet any remaining unmet need
  - Send award letters
  - Award, accept, and decline/cancel funds manually and through mass entry
  - Define when and how specific funds can be awarded to students using funds-management rules, and gap, equity and self-help packaging rules
- Loans
  - Rules and Validation tables for Loan processing: CommonLine, Direct Loans, or Manual Loans
  - Perform electronic loan application creation activities
  - Maintain electronic loan application changes and processing
  - Process Guarantor Response files
  - Execution of EFT processes
  - General setup steps to activate the Direct Loan module
  - State the data elements and data definitions within Direct Loan
  - Discuss the data processing steps for the Direct Loan processing flow
  - Process applications and monitor disbursement of checks
  - Generate standard reports and run processes
  - Establish processing options for the Loan module to process manual (paper) loan applications
  - Define a loan period for loan processing
  - Process manual (paper) loan applications
  - Post and disburse loan proceeds
- Award History
  - Viewing student award history
  - Obtain the financial aid history of transfer students



- Common Functions
  - Rules and Validation tables for:
    - Batch Posting processes
    - Financial Aid Holds, Messages, User-Defined Fields
    - Satisfactory Academic Progress
    - FISAP Reporting
- Letter Generation, Population Selection and Job Submission
  - Discussion and overview of the standard reports and processes
  - Submission of reports and processes using Job Submission
  - Definition of population selections and a discussion of the various ways population selections can be used
  - Creation of population selections, manually or via rules for specific Financial Aid needs
  - Tracking and budgeting
  - ISIR
  - Overview of the letter generation process
  - Training on the creation of letters, including basic components of a letter such as variables, objects and paragraphs
  - Extraction of information and merging that information into a word processing document.
  - Discussion of Letter Generation for Award Notification and Applicant Tracking needs
  - Rules and Validation tables required for FISAP reports
  - Generating the FISAP reports using job submission
- Go-Live Support
- SunGard SCT will provide the following (the "Deliverables") in conjunction with the services described above:
  - Installation Report
  - Training materials, as appropriate and available, in the form of workbooks, presentations and scenario exercises
  - Training, consulting or session agendas, as appropriate, generally to be provide in advance of each SunGard SCT-led session
  - Trip report, provided after the conclusion of each SunGard SCT-led training or consulting session, summarizing the objectives and accomplishments of the session, relevant issues to be addressed, and tasks to be completed.

### **SCT BANNER WORKFLOW SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SunGard SCT will provide the following SCT Workflow implementation and support services to the EWU. The SunGard SCT Project Manager will be responsible for coordinating the resources and schedules for the services.

SunGard SCT will provide:

- Remote installation of the SCT Workflow Baseline Component System, to include installation and primary operational configuration of SCT Workflow Server and software components.
- Remote Administrative training in the technical administration of the SCT Workflow server Baseline Component System to properly maintain your workflow environment. This session is typically provided shortly after the install. It may be combined with the Workflow Technical training.
- Remote Workflow Technical training, providing training in the technical administration of SCT Workflow Baseline Component System components. This session is typically provided shortly after the install and may be combined with the administrative training session.
- On site Workflow Tools functional training, providing training in the use of the Workflow Tool/Modeler and the techniques for implementing Workflow in EWU business environment.

- On site Workflow Process Analysis training in SunGard 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. This trip is generally combined with the Tools functional training or a Workflow consulting visit to optimize effectiveness.
- On site Workflow Consulting visit to provide training in the implementation requirements of a Licensee-selected workflow. This visit will include the initiation of the implementation of one (1) Workflow.

EWU will provide:

- An environment with at least the minimum specified requirements for the installation
- A working environment with the SCT Workflow Component System installed for training
- Necessary resources to complete the installation and training

### **SCT OPERATIONAL DATA STORE (STUDENT AND FINANCIAL AID) SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SunGard SCT will provide the following services described below to EWU. The SunGard SCT Project Manager will be responsible for coordinating the resources and schedules for the services.

- SCT Information Access Strategy Assessment. SunGard SCT staff will meet with and interview EWU executives, key end users, and computer center personnel to understand the current EWU organizational goals and requirements pertaining to reporting and information requirements, priorities and unique characteristics, and to identify institution-wide reporting requirements. SunGard SCT will develop an Information Access Strategy Assessment Document (the "Deliverable") that describes the results of the interviews and information-gathering activities, recommends strategies to address the EWU requirements for reporting and, as appropriate, other specific data access issues unresolved by EWU current institutional reporting methodology, and will recommend an overall strategy for a reporting methodology.
- SCT Operational Data Store for Banner Install and Training Services. SCT Operational Data Store for Banner Install and Training services includes the following: Pre-installation Support Services, Installation Support Services, Post Installation Support Services, Technical Training, and on-site Functional Training (all as herein defined).
  - Pre-installation Support Services:
    - SunGard SCT will conduct a technical conference call with EWU to review the pre-installation checklist to confirm that EWU has established the necessary environment and materials to start installation.
    - SunGard SCT will conduct a Kickoff meeting with members of the EWU IT staff, which should include a DBA and systems administrator from EWU staff, and EWU functional users, to review the installation process and schedule. The SunGard SCT infrastructure team will verify that EWU has configured the firewall and provided access for installation.
  - Installation Support Services:
    - SunGard SCT will install one pre-production version of the most current SCT Operational Data Store for Banner for each applicable SCT Banner Baseline Component System (SCT Banner Student, SCT Banner Financial Aid) based upon EWU database server configuration (i.e. disks, RAID level, system resources etc). Additional instances of installation will be EWU responsibility and expense.
    - SunGard SCT will configure and test SQL\*Net access to each included SCT Operational Data Store for Banner instance.
    - SunGard SCT will package and transfer the appropriate Source Code, as applicable, from project repository to EWU server.
    - SunGard SCT will configure EWU system environment for access to Source Code with EWU-established security permissions.

- SunGard SCT will establish standard ODS access to EWU applicable SCT Baseline Banner Component System(s).
- SunGard SCT will setup product data access roles that EWU can grant to user accounts (user accounts to be set up by EWU).
- SunGard SCT will install common SCT Operational Data Store for Banner objects and test and confirm the connectivity between each Baseline SCT Banner Component System and the SCT Operational Data Store for Banner environment.
- SunGard SCT will configure and execute the replication process used to bring data from the Baseline SCT Banner Component systems to the SCT Operational Data Store for Banner.
- SunGard SCT will configure and execute the population process used to load data into the SCT Operational Data Store for Banner data structures.
- SunGard SCT will review and assist with any connectivity-related problems encountered during the replication and population processes.
- Post Installation Support Services:
  - SunGard SCT will conduct a follow-up conference call with members of EWU IT staff to review any outstanding action items/issues and answer any questions regarding the installation.
  - EWU will complete the post-installation checklist and review the installation checklist with the SunGard SCT project lead.
- Technical Training:
  - SunGard SCT will provide one Technical training session concerning the technical support of the Deliverables.
- Functional Training:
  - SunGard SCT will provide one functional training session for each SCT Banner Component System for which the SCT Operational Data Store for Banner is licensed, concerning the content and use of the system, use of the data models, use of the online Help File and reporting templates from the SCT Operational Data Store for Banner.

### **SCT LUMINIS BASIC SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SunGard SCT will provide the following installation, training and consulting services to EWU in support of EWU implementation of the SCT Luminis Basic Baseline Component System. The SunGard SCT Project Manager will be responsible for coordinating the resources and schedules for the services.

- SunGard SCT will meet with Licensee executives and project planning team to provide an overview of the implementation project, present and discuss the recommended organization, approach and resources needed for the project, provide a sample Project Definition Document (a "Deliverable"), and present the recommended project management controls and processes needed. SunGard SCT will work with this group to identify outstanding issues in relation to the project, and will establish project status reporting standards.
- SunGard SCT will meet with Licensee's key departmental representatives and project planning team(s) to gather organizational and technical project requirements specific for the Luminis Basic Component System implementation. Based on these findings, SunGard SCT will recommend an approach specifically designed for Licensee and will provide:
  - Requirements Definition Document (a "Deliverable")
- SunGard SCT will begin the planning stage by identifying critical roles, policies, and processes for publishing content within the portal. SunGard SCT will provide:
  - Content Matrix

- SunGard SCT will conduct an Organizational planning session to identify communication and training needs, business impacts, and skill requirements necessary to support the Luminis Baseline implementation. SunGard SCT will work with the Institution to create:
  - Luminis Communication Plan (a “Deliverable”), describing recommended project communication needs, methods, timeframes and ownership for affected stakeholder groups
  - Luminis Training Plan, with recommended training needs and methods for affected stakeholder groups
- SunGard SCT will conduct a Technology Planning workshop to validate the initial installation/configuration approach with the existing IT systems and to validate the project’s technical scope and priorities. As a result of this workshop and the technical requirements gathering, SunGard SCT will develop and provide:
  - Technical Work plan document (a “Deliverable”), defining the recommended specific sequence of events and timeframes for each installation/configuration component
- Based on the aforementioned Deliverables, and working in conjunction with the EWU Project Manager, SunGard SCT will develop a Global Project Plan (a “Deliverable”), providing high-level information on the project timelines, task owners, project resources, and affected third-party project impacts and dependencies.
- SunGard SCT will provide installation of two (2) instances of the SCT Luminis Basic Component System(s) in EWU technical environment, to include:
  - Test Luminis environment
    - A completed Pre-Installation Blueprint document (a “Deliverable”)
    - A completed Installation Report (a “Deliverable”)
  - Production Luminis environment
    - A completed Pre-Installation Blueprint document (a “Deliverable”)
    - A completed Installation Report (a “Deliverable”)
- SunGard SCT will provide training to the EWU-assigned staff at SunGard SCT’s Salt Lake City, Utah, training facility for up to two (2) EWU staff in the following courses:
  - Luminis System Administration – Provides training in the basic architecture and information flow among the SCT Luminis Baseline Component System components, and an overview of the SCT Luminis integration options. Training will include instruction in managing the SCT Luminis Baseline Component System and components, including users and groups, e-mail, calendar, group portal, course portal, site customization and content administration.
  - Campus Pipeline Integration Protocol (CPIP) - Provides a detailed understanding of the Campus Pipeline Integration Protocol interface that allows external Web-based systems to be integrated with the SCT Luminis Basic component system. Participants will receive training on CPIP’s discovery, single sign-on, session management features, and how to design and write a CPIP connector.
- SunGard SCT will provide each participant in the SunGard SCT training sessions with reference copies of the SunGard SCT-provided training course workbooks and training materials.
- SunGard SCT will provide training to the EWU-assigned staff at the EWU location facilities for up to six (6) EWU Trainers in Luminis Trainer Certification, providing instruction on product and strategies for attendees to deliver training to all users on campus.
- SunGard SCT will provide training to the assigned staff at the EWU location facilities for up to twelve (12) EWU staff in Content Administrator Training, providing training in the publishing, administration and management of content in SCT Luminis. Participants will receive hands-on training in authoring content, creating channels, and managing workflows according to prescribed roles and standards. SunGard SCT will provide each participant in the SunGard SCT training sessions with reference copies of the SunGard SCT-provided training course workbooks and training materials.

- SunGard SCT will provide system education training and process consulting on the features, functions, operating cycles, and set-up requirements of the SCT Luminis Basic Baseline Component System. The specific areas of training and process consulting provided to EWU will be determined as part of the preliminary Planning activities.
- SunGard SCT will provide the following (each a “Deliverable”) in conjunction with the services described above:
  - Training, consulting or session agendas, as appropriate, generally to be provided in advance of each SunGard SCT-led session
  - Trip report, provided after the conclusion of each SunGard SCT-led training or consulting session, summarizing the objectives and accomplishments of the session, relevant issues to be addressed, and tasks to be completed.

### **SCT LUMINIS SYSTEM ADMINISTRATION TRAINING SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SunGard SCT will begin with a functional introduction to the SCT Baseline Luminis Platform, a technical overview of the architecture and information flow among SCT Luminis Baseline Component System components, and a high-level explanation of SCT Luminis Baseline Component System integration options. The majority of class time involves instruction and practical experience in managing the Luminis system and components, including users and groups, e-mail, calendar, group portal, course portal, site customization and content administration. Special attention is also devoted to integration of SCT Luminis with student information systems and learning management systems, migration practices and rollout strategies.

#### **COURSE TOPICS:**

- Server and Database Management
- Content administration tools and maintenance
- uPortal system administration
- Backup and Restore recommendations
- Portal management and configuration
- User and role management
- Integration with student information server
- Role-based content delivery
- Engineering Panel question and answer session

### **CAMPUS PIPELINE INTEGRATION PROTOCOL (CPIP) TRAINING SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, this course is designed to provide participants with a detailed understanding of the Baseline Campus Pipeline Integration Protocol, a standards-based interface that allows external Web-based systems to be integrated with the SCT Luminis Foundation Baseline Component System. Participants will receive training on CPIP’s discovery, single sign-on, and session management features. Participants will also learn about the options available when designing a CPIP Connector to respond to requests from the SCT Luminis Baseline Component System.

#### **COURSE TOPICS:**

- CPIP introduction
- The discovery process
- Authentication
- Session management
- From logic to code

### **LUMINIS TRAINER CERTIFICATION SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, this course offers Institutional trainers the opportunity to learn how to use the SCT Luminis Baseline Component System and provides access to SCT expertise, end user materials, and training methodologies that are designed to help prepare them to plan and deliver training to all constituent groups across the Institution.

**OBJECTIVES:**

- Practice using SCT Luminis Baseline Component System functionality through hands-on end user training
- Build on the training plan with estimated timelines, learning objectives, resources, and outcomes
- Practice creating and delivering a learning activity

**SCT LUMINIS DATA INTEGRATION (BLACKBOARD) SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SunGard SCT will provide the following installation, training and consulting services to EWU in support of EWU implementation of the baseline LDI for e-Learning component system. The SunGard SCT Project Manager will be responsible for coordinating the resources and schedules for the services.

SunGard SCT's LDI for e-Learning Implementation Services are delivered in four phases

Phase I – Organizational & Environmental Readiness Review; Project Planning

SunGard SCT will:

- Interview appropriate academic, administrative, data center and other IT support personnel to understand the academic, administrative, and architectural requirements for e-learning implementation and deployment.
- Validate that the appropriate dependent software is installed or planned.
- Validate that appropriate hardware is available or planned.
- Review hardware and network configuration.
- Prepare the initial Implementation Project Definition and Milestone Plan.
- Provide an Implementation Blueprint template to the EWU and review the completed Implementation Blueprint with the EWU team to determine that all prerequisites have been identified for installation.
- Verify remote connectivity.

Phase II – Installation of Messaging Components, Technical Training & Installation Support

SunGard SCT will:

- Review installation and upgrade requirements.
- Install the e-Learning messaging components in a test environment.
- Configure the e-Learning messaging components to communicate with the appropriate WebCT, Blackboard or other supported learning management system(s).
- Review e-Learning messaging set-up and message registration.
- Review e-Learning messaging debug procedures.
- Perform data extract from enterprise system and populate the learning management system(s).
- Verify delivery of event data from the Enterprise System to the learning management system(s).
- Verify transmission of grades from the learning management system to the Enterprise system and verify return of correct grade success/failure message to the learning management system, if grade exchange is supported by the learning management system.
- Deliver Technical/System Administration Training which includes:
  - On-going system maintenance and other system administration requirements.
  - System maintenance plans.
  - Steps required to install the e-Learning messaging components in additional Pre-Prod or Production environments.
  - Procedures for periodic required upgrades of the e-Learning messaging components.
- Prepare and provide to the EWU a Checklist that details the installation and configuration.

- Obtain Sign-Off from the EWU on the installation, configuration and technical training components.

### Phase III – Project Planning Review, e-Learning Knowledge Transfer, System Verification and Debugging Skills

SunGard SCT will:

- Discuss academic policies and procedures that affect e-Learning delivery at the Institution.
- Discuss administrative policies and procedures that affect e-Learning delivery at the Institution.
- Update the Project Definition and Milestone Plan.
- Provide training sessions on Enterprise system set-up to reflect academic and administrative policies.
- Discuss best practices in e-Learning Baseline Component System implementation.
- Provide a “road map” guide for on-going maintenance of the e-Learning Baseline Component System.
- Review EWU implementation and deployment plans to confirm expected results.
- Review system set-up requirements based upon expected results.
- Review parameters used in extract processing and discuss best practices in extract processing.
- Set up initial system users and courses in the learning management test system(s) utilizing extract/import processing.
- Verify event set-up.
- Verify each data synchronization event, review the event trigger actions and requirement, and trace the event data through each component and validate data receipt in the learning management system(s).
- Verify Grade Exchange processing, review each required step, and trace the event data through each component and validate data receipt in the Institution’s administrative system and the corresponding results correctly display in the Blackboard learning management system.
- Using data synchronization and grade exchange processing, discuss debugging steps if message transactions are not successful.
- Debug all unsuccessful message transactions,
- Document the results of System Verification.
- Obtain signoff from EWU on the Knowledge Transfer and System Verification component.
- Coordinate travel and on-site visit.

### Phase IV – Production System Verification & Validation

SunGard SCT will:

- Review EWU implementation and deployment plans to confirm expected results.
- Review system set-up requirements based upon expected results.
- Verify the validity of data extracted from the Production system for initial population of the learning management system(s).
- Provide guidance in obtaining correct results from extract processing, if required.
- Assist in the setup of initial system users and courses in the Production Enterprise system.
- Review, in detail, all steps required for taking the Baseline LDI for e-Learning Baseline Component System into production.
- Provide a Pre-Production Checklist.
- Obtain signoff from EWU on this activity.

### EWU OBLIGATIONS:

EWU will provide:

- Project Leader – EWU will provide a primary contact that will work directly with the SunGard SCT manager(s) to assist and coordinate activities related to this engagement, such as meetings, interviews and Acceptance of deliverables.
- Access to appropriate staff - EWU will provide access to key individuals or groups for information-gathering purposes and interviews in relation to the performance of SunGard SCT’s services.

- Access to information - EWU will provide access (where available) to procedures documents, published strategy and tactical documents, process requirement documents, etc. in relation to the performance of SunGard SCT's services.
- Access to Institution environment - EWU will provide access to the administrative systems and information in relation to the performance of SunGard SCT's services, specifically, an operational and accessible version of the SCT Luminis Basic Component System(s), appropriate security access and accounts, including the Blackboard course management system, for SunGard SCT staff and each session participant.
- EWU will assign appropriate key staff to EWU Implementation Project Team. Assigned staff are expected to participate in all training and consulting sessions, to review existing policies and procedures and begin developing new procedures as appropriate to incorporate into the e-Learning processes, and to review the information contained in the training documentation to ensure that each member of the implementation team understands the functionality of the module being presented. EWU Implementation Project Team will complete all validation, rule and process development required for production system operations.
- Required Software, and Hardware – EWU is required to ensure that hardware, relational database, operating systems and network configurations are configured according to recommended specifications prior to the scheduled SCT LDI for e-Learning installation dates.
- EWU will provide a physical training facility, to include dedicated workstations for training participants, overhead projection capabilities for instructional purposes, dedicated printer capabilities, and other training requirements as may be defined and agreed between both parties.
- Unless specifically noted otherwise in this section, EWU is responsible for all specification, identification, programming and validation of information pertaining to the conversion or migration of historic or legacy data.
- EWU will develop all test plans and scenarios, and complete the performance of these test plans within project guidelines and timing, including "production-ready" testing.
- Unless specifically noted otherwise in this section, EWU is responsible for development of departmental or "End User" training plans, and the delivery of training to these users.
- EWU will cooperate with, and assist SunGard SCT, as necessary to enable SunGard SCT to provide the services specified.

In addition to the above obligations, the following are specific requirements for the LDI for e-Learning implementation:

- A test instance of all e-Learning Component System components at a supported version level must be available and populated with appropriate and sufficient background data (student and faculty users, courses, terms and term class scheduling and registration rules and permissions). Each system must be correctly licensed for full test system processing. The following are the specific supporting system requirements:
  - A test instance of an SCT Banner or SCT Plus Student Baseline Component System, which has been recently cloned from production.
  - A test Luminis system.
  - A test learning management system, with no data already loaded.
  - Appropriate hardware on which the Luminis Message Broker (LMB) and Learning Management Gateway (LMG) installed available or planned and loaded with a certified operation system. Specific hardware requirements are contained in the LMB/LMG Hardware Requirements document
- Supported version levels are:
  - SCT Banner Intcomp 5.3 or 6.1, installed against minimum levels of the SCT Banner Baseline Component Systems (see detailed Dependency documents for current details).
  - Luminis Platform III.1, or higher.
  - An appropriate version of the learning management system:



- Blackboard 6.1 with LDI Building Block
- Certified operating systems for the LMB/LMG server are:
  - RedHat Linux 7.2 (Intel) – stand-alone implementations of LMB/LMG only; may not be used in conjunction with Luminis III.
  - Sun Solaris (SPARC) 2.8 for Luminis III.1 and 2.9 for Luminis III.2
  - Windows 2000 (Intel)

**EWU Responsibilities for Phase I:**

- Learning management system identified.
- Implementation production milestone target discussed and identified. (To be verified during Phase I and adjusted throughout project, if necessary.)
- Academic support personnel resources identified and briefed on initial project plans.

**EWU Responsibilities for Phase II:**

- Appropriate hardware in-house installed and configured, with a certified operating system installed, configured and verified.
- Installation scheduled and resources committed.
- Learning management system(s) installed and licensed at appropriate release level.

**EWU Responsibilities for Phase III:**

- Enterprise system available and populated with sufficient supporting data.
- Enterprise e-Learning components (Intcomp for SCT Banner, appropriate TOSs for SCT Plus) installed at a supported release level and verified.
- Visit scheduled and resources committed.

**EWU Responsibilities for Phase IV:**

- Installation/configuration of Production system completed and verified.

**SCT BANNER CAMPUS LOAN MANAGER SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SunGard SCT will provide SCT Campus Loan Manager Baseline Component System implementation services to the EWU in accordance with the following scope of services. These services shall include training and consulting support in the use of the Campus Loan Manager system. The SunGard SCT Project Manager will be responsible for coordinating the resources and schedules for the services.

**SunGard SCT will provide:**

- SunGard SCT will provide system education training and process consulting support (a "Deliverable") to the EWU-assigned technical staff on the features, functions, processing rules, operating cycles, and set-up requirements of the SCT Campus Loan Manager Baseline Component System, including training of the advanced capabilities and functions. Training will also include discussion of general data conversion planning and techniques. The specific areas of training to be provided to EWU will be determined as part of the preliminary Project Planning activities.
- SunGard SCT will provide a review and commentary of the EWU-developed initial Project Plan for the implementation, and a Project Management Review of the project with the EWU Project Manager during subsequent phases of the project.

- SunGard SCT will provide two (2) person-days of remote telephone / Web support for the SCT Campus Loan Manager Baseline Component System.
- SunGard SCT will provide the following (each a "Deliverable") in conjunction with the services described above:
  - Training materials, as appropriate and available, in the form of workbooks, presentations and scenario exercises
  - Sample Implementation Project Plan
  - Training, consulting or session agendas, as appropriate, generally to be provided in advance of each SunGard SCT-led session
  - Trip report, provided after the conclusion of each SunGard SCT-led training or consulting session, summarizing the objectives and accomplishments of the session, relevant issues to be addressed, and tasks to be completed.

### **SCT ADVISOR SERVICES – STUDENT AND FINANCIAL AID**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SunGard SCT will provide Advisor/Consulting/Configuration Services in support of the EWU Student and Financial Aid implementation. These services will entail support in defining and developing mutually-selected EWU business processes to be addressed using the SCT Banner Baseline Component Systems. SCT consultants will work collaboratively with the EWU project team(s) and provide specialized configuration guidance, utilizing industry best practices, to prototype and build to the business rules and processes within the SCT Banner Baseline Component System. In addition, testing support will be provided by SCT on the methods to validate the defined business processes.

### **TECHNICAL AND CROSS PRODUCT SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SCT will install the SCT Baseline Student and Financial Aid Baseline Component Systems to be used by EWU and SCT for demonstration purposes during the Training/Configuration and Prototyping Process.

SCT will engage in the following activities:

- Installation of Oracle and SCT Banner Baseline Component Systems
- Installation Signoff document
- Provide pre-installation checklist to the University
- Install a demonstration system for SCT Banner Student and Financial Aid Baseline Component Systems

#### **Technical Consulting**

##### **Technical Training on Baseline Component Systems**

- SCT Banner General
- SCT Banner Student and Financial Aid Systems

### **DATA MIGRATION PLANNING SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SunGard SCT will provide the following Data Migration Assessment and Planning services to EWU to document, define and evaluate EWU current procedures and use of certain SCT Baseline Component Systems. The SunGard SCT Project Manager will be responsible for coordinating the resources and schedules for the services.

- SunGard SCT staff will conduct information-gathering sessions with representatives of EWU's Student and Financial Aid functional areas as well as other appropriate EWU technical staff, to gain an understanding of the overall system implementation project plans and timeline requirements for each component of the affected SCT Banner Component System(s).
- SunGard SCT will develop and provide a Data Migration Plan Document (the "Deliverable") that describes the results of the information-gathering activities and describes project requirements, necessary resources and anticipated timeframes to accomplish the project requirements. The Data Migration Plan Document will provide information and recommendations for each phase of the expected data migration efforts (initial load, test load, production load) for each applicable SCT Banner modules, identifying key timelines, resource responsibilities, projected completion dates and anticipated task duration.

### **DATA MIGRATION TRAINING SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SunGard SCT will provide SCT Banner Data Migration training services to EWU in accordance with the following description of services. The SunGard SCT Project Manager will be responsible for coordinating the resources and schedules for the services.

- SunGard SCT will provide SCT Banner Component system-specific Application Data Migration training after the specific SCT Banner Baseline Component System Technical Training has been conducted, providing training in the specific sequences, data interdependencies, sizing strategies and technological approaches necessary to migrate appropriate legacy information to the SCT Banner Component Baseline Component System. In addition, SunGard SCT will 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, SunGard SCT will provide table- and column-level training pertaining to format, content and data validation.

### **DATA MIGRATION TOOLKIT AND SERVICES PACKAGE (SCT Banner Student and Financial Aid)**

Subject to the available number of person-hours of services specified in Exhibit 1 for these components of services, SunGard SCT will provide the SCT Banner Data Migration Toolkit and associated services to EWU in accordance with the following description of services. These services include on-site training in the use of the SCT Converter Tool, documentation/user manual for the Converter Tool, and remote support. The SunGard SCT Project Manager will be responsible for coordinating the resources and schedules for the services.

- Migration Organization and Planning - SunGard SCT will present a sample overall migration plan which overviews of each of the migration steps, anticipated timelines, and the roles and responsibilities of all individuals, such as the project management responsibilities, decision-making roles, roles in cleansing the legacy system before data extraction, and creation of necessary crosswalk files. SunGard SCT, in conjunction with EWU Project Manager, will develop a Migration Plan (a "Deliverable") with project requirements, resources and anticipated timeframes identified and documented. Specifically, SunGard SCT will interview key EWU personnel to develop timelines for each component of the relevant Banner applications, detailing each phase of the migration effort (initial load, pre-production load, production load) for all applicable Banner modules. The resultant conversion plan identifies each key milestone, documents resource responsibilities and outlines completion dates and milestone duration. At the conclusion of this session, the institution will have a working plan for migration of legacy data into the SCT Banner application.
- Migration Toolkit Installation and Toolkit Training – After delivery and installation of Oracle™, PL/SQL and Banner General Technical Training as part of the SCT Banner Component system implementation, SunGard SCT will install the SCT Banner Data Migration Toolkit software and prepare the data conversion schema. SunGard SCT will provide training in the functional and technical use of the SCT Banner Data Migration Toolkit software.

- **SCT Banner Application Data Migration Training** - SunGard SCT will provide SCT Banner Component system-specific Application Data Migration training after the specific SCT Banner application system Technical Training has been conducted, providing training in the specific sequences, data interdependencies, sizing strategies and technological approaches necessary to migrate appropriate legacy information to the SCT Banner Component system. In addition, SunGard SCT will 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, SunGard SCT will provide table- and column-level training pertaining to format, content and data validation.
- **Migration Toolkit Currency and Phone Support** - SunGard SCT will provide twenty-four (24) months of remote telephone / Web support for the SCT Data Migration Toolkit.
- **The Data Migration Toolkit, including:**
  - 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 EWU 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 SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SunGard SCT will provide SCT Banner Data Migration services to EWU in accordance with the following description of services. The SunGard SCT Project Manager will be responsible for coordinating the resources and schedules for the services.

- SunGard SCT staff will conduct information-gathering sessions with representatives of EWU's Student and Financial Aid functional areas as well as other appropriate EWU technical staff, to gain an understanding of the overall system implementation project plans and timeline requirements for each component of the affected SCT Banner Component System(s).
- SunGard SCT will develop and provide a Data Migration Plan Document (a "Deliverable") describing the results of the information-gathering activities and describing project requirements, necessary resources and anticipated timeframes to accomplish the project requirements. The Data Migration Plan Document will provide information and recommendations for each phase of the expected data migration efforts (initial load, test load, production load) for each applicable SCT Banner modules, identifying key milestones, resource responsibilities, projected completion dates and milestone duration.
- For each SCT Banner Component System(s) module identified in the Data Migration Plan document, SunGard SCT will load "testing sample" information from EWU-provided data files into temporary data migration files (a "Deliverable"), identify any resulting data errors, and provide relevant information to EWU for resolution.
- After conversion testing as described previously is completed, and any outstanding issues resolved, for each SCT Banner Component System(s) module identified in the Data Migration Plan document, SunGard SCT will load information from EWU-provided data files into temporary data migration files (a "Deliverable"), identify any resulting data errors that may arise, and provide relevant information to EWU for EWU's resolution.
- Upon receipt of an Authorization to Proceed sign-off and at a mutually-agreeable time, SunGard SCT will execute the necessary data conversion programs (a "Deliverable") to populate the database tables designated for production use from the temporary data migration files.

**TRAINING SERVICES – BANNER STUDENT AND FINANCIAL AID** (Train the Trainer and Training Needs Assessment)

Subject to the available number of person-hours of services specified in Exhibit 1 for each component of services described in this section, SunGard SCT will assess the training requirements of Licensee's end-user community, whether daily users of the SCT Banner Baseline Component Systems or casual users. SCT conducts training activities with the University 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 with this activity. SunGard SCT will develop training materials that will be used in the training of end users. SunGard SCT will train the EWU training team on the use of the developed training materials designed so that they will be prepared to assist in the delivery of training to the end user community. The end-user training is directed at specific processes associated with the end-user particular work area. SunGard SCT and the EWU trainers will conduct the training.

- **TRAIN THE TRAINER WORKSHOP (40 person-hours):** SCT's Train-the-Trainer Workshop is provided on-site and is designed to assist Licensee in planning and executing its end-user training effort. The workshop reviews the critical aspects of training Licensee's staff and addresses issues relating to facilities, assessment of need, review of materials, and deployment of training. As part of SCT's Train-the-Trainer Workshop, a preliminary Training Definition Document and Training Plan are developed. Additionally, recommendations are provided regarding education materials, estimated training timelines, training facility, and training methods. The Train-the-Trainer Workshop includes follow-up sessions designed to prepare Licensee for its training initiative. As a result of the workshop, a preliminary Training Definition Document and Training Plan is developed and provided. A Train-the-Trainer Workbook, designed to capture preliminary decisions, serves as a reference and guide for delivering end-user training.
- **TRAINING NEEDS ASSESSMENT (160 person-hours):** SCT works with the Institution to perform an assessment to determine who requires training, what training they need, and the best method for deploying the training to them. A Training Needs Assessment Report is developed that addresses training requirements, resource requirements, training content, media requirements, and training delivery (e.g., classroom, self-directed, multimedia, reference tools, or procedural manuals). The Report also establishes the framework and goals for the training project definition and plan.
- **TRAINING PROJECT DEFINITION AND PLANNING (80 person-hours):** The Training Project Definition describes the objectives, deliverables, assumptions, and constraints for the training activities. The Training Plan identifies the necessary tasks, sequence, milestones, estimated delivery dates, and required resources for deploying the training program, and defines the anticipated effort required to complete each step.

**SCT Activities:**

- Assessment Plan
- Project Training Definition Document
- Functional and technical readiness review for proper use of Baseline Component Systems in the planned environment
- Identify areas to be trained
- Assist with developing the end-user Training Plan
- Assist with developing the Training Schedule

**Licensee 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

- Identify staff that will serve as Trainers
- Ensure staff availability
- Support the Train-the-Trainer plan
- Attend training activities

#### **ORACLE TRAINING CLASSES AT SUNGARD SCT'S EDUCATION CENTER**

The following Oracle training class days will be provided for two (2) EWU attendees at the SunGard SCT Education Center:

- Introduction to Oracle (3 class days)
- Advanced PL/SQL & Database Objects (3 class days)
- Oracle DBA (4 class days)
- Advanced Oracle DBA (4 class days)
- Oracle Forms (4 class days)
- Introduction to SCT Banner Administration (3 class days)
- Oracle Application Server (3 class days)

EWU will be responsible for the EWU attendee's own travel expenses.

#### **BUSINESS PROCESS ASSESSMENT AND IMPROVED STATE MODELING SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SunGard SCT will provide the following Business Process Analysis services to EWU to document, define and evaluate EWU current procedures and use of certain SCT Component Systems. A SunGard SCT manager will be responsible for coordinating the resources and schedules for the services.

- SunGard SCT will assign a Business Process Analyst and a functional Consultant to conduct information-gathering sessions for the six (6) Student and six (6) Financial Aid specific functional process areas to be assessed and modeled, as agreed upon by SunGard SCT and EWU.
- The assigned SunGard SCT staff will conduct information-gathering sessions with representatives of the Student and Financial Aid functional areas as well as other appropriate EWU staff, to gain an understanding of the EWU operational use of the SCT Banner Student and Financial Aid Component Systems related to the identified processes.
- SunGard SCT will review the identified processes used within the functional areas of the above-described Component Systems to:
  - Assess procedural documentation
  - Assess each process owner's process knowledge to recommend appropriate additional training needs, if any
  - Analyze the agreed-upon processes with the intent to identify potential areas of improvement, which may include examination of process goals, elimination or reduction of redundancies, elimination or modification of process steps, or other techniques
  - Define, document and model the recommended improved processes
- SunGard SCT will develop and provide a Current State Document, an Improved State Document and a SunGard SCT Recommended Practices Document (the "Deliverables") that:
  - Describes the results of the interviews and information-gathering activities
  - Documents EWU internal business processes to provide an analysis of the alignment between the current business processes and the SCT Component System(s).

- Provides representation (graphical or textual) of the identified current processes
- Provides specific recommendations for process improvements, which may include recommended documentation needs and additional training requirements, as appropriate
- Provides both graphical and narrative representations of the revised and recommended "Improved State" processes

#### **REMOTE ORACLE DATABASE ADMINISTRATOR SERVICES**

Subject to the available number of person-hours of services specified in Exhibit 1 for this component of services, SunGard SCT will provide the following Remote Oracle DBA services to the EWU. A SunGard SCT manager will be responsible for coordinating the resources and schedules for the services. SunGard SCT will provide an aggregate of 660 service hours of "Intermediate Term" Remote Database Administration Services for a twelve (12)-month period beginning on the Execution Date. In the 12-month period during which Remote Oracle DBA services will be provided, the SunGard SCT Remote DBA will serve as the primary DBA for the EWU computer system. The duties of the SunGard SCT Remote DBA will include: advisement to both SunGard SCT and EWU technical staff on database issues related to application software requirements in the use of the database; performance monitoring and tuning of the database; and related activities. Decisions regarding the need to have on-site visits to EWU by the SunGard SCT Remote DBA will be made jointly by the SunGard SCT Project Manager and the EWU Project Manager. While it is understood that this service has been designed to be delivered primarily on a remote basis, SunGard SCT will consider in good faith the necessity of such jointly developed requests for urgent on-site services, with the understanding that any travel and living expenses incurred in connection with on-site services will be additional and paid by Licensee.

During the time periods and subject to the 660 person-hours of services specified in Exhibit 1, SunGard SCT would provide the following services to EWU:

- SunGard SCT will speak with, via telephone, representatives of the EWU to review and document the existing computing environment and discuss the goals and direction of the Institution. SunGard SCT will periodically connect into the EWU computer system to review and monitor the Oracle environment and operating characteristics of the SCT Banner Baseline Component Systems, and propose needed changes, upgrades, and tuning adjustments as necessary.
- SunGard SCT staff will coordinate with data processing and administrative staff to assist in or implement the needed changes.
- SunGard SCT will conduct an initial on-site visit to review and document the existing environment and meet with the Licensee's computer services administration to discuss the goals and direction of the Institution. During the initial visit, SunGard SCT will assist in developing the policies and procedures regarding the administration of the SCT Banner Baseline Component System(s) and work towards devising a mutually agreeable plan for performing database maintenance that will minimize impact to production systems such as payroll processing, system(s) backups, etc.
- To the extent that Baseline upgrades to the EWU-licensed Banner Component System are delivered by SunGard SCT during the time frames in which SunGard SCT is engaged to provide services hereunder, SunGard SCT will upgrade the SCT Banner Baseline Component System(s) by installing such SCT Banner Baseline upgrades. Upgrades are typically performed in a test environment, and then placed into the production environment after end users approve changes. Upgrades are scheduled in coordination with data center staff. Notwithstanding the above, in no event will SunGard SCT be responsible hereunder for integrating or retrofitting any modifications into a Baseline upgrade of an SCT Banner Component System. To the extent any modifications have been made to the SCT Banner Component System, and EWU would like such modifications to be integrated into, or retrofitted to work with, an upgrade to the Baseline Component System at issue, EWU shall notify SunGard SCT of this request in writing and SunGard SCT will provide a quote for the additional fees to be charged for rendering such services. If the parties agree on such fees, they shall execute a separate work order

and/or amendment to the Agreement which specifies the fees and the services to be provided in this regard.

In addition to the above, SunGard SCT will:

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



# SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

**SunGard SCT Inc.**  
a Delaware Corporation  
with Headquarters at:  
4 Country View Road  
Malvern, PA 19355

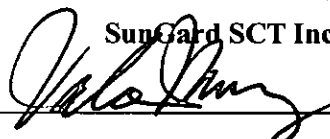
("SCT")


AND

**Eastern Washington University**  
526 5th Street MS 131  
307 Showalter Hall  
Cheney, Washington 99004

("Licensee")

By the signatures of their duly authorized representatives below, SunGard and Licensee, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

**SunGard SCT Inc.**  
BY:   
PRINT NAME: VALERIE MORONEY  
VICE PRESIDENT, FINANCE  
PRINT TITLE: \_\_\_\_\_  
DATE SIGNED: 9/23/04

**Licensee**  
BY:   
PRINT NAME: Toni Habegger  
PRINT TITLE: Associate Vice President  
and Chief Financial Officer  
DATE SIGNED: 9/21/04

THIS AGREEMENT is entered into between SCT and Licensee on the latest date shown on the signature page of this Agreement. SCT's obligations hereunder shall commence on October 1, 2004 (the "Commencement Date").

2004 9/21/04 SCT and Licensee have entered into a Software License and Services Agreement with an Execution Date of (the "License Agreement") for the Licensed Software. Licensee desires that SCT provide Maintenance and Enhancements for and new releases of the Baseline Licensed Software identified in Exhibit 1 on the terms and conditions contained in this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" is defined in the opening sentence of this Agreement.

"Contract Year" means, with respect to each Baseline Component System, each one (1) year period beginning and ending on the dates provided for in Exhibit 1 for such Baseline Component System.

"Emergency/Production Critical Call" means a telephone call from Licensee to SCT's ActionLine reporting that it believes that a Documented Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Licensee from performing data processing which is critical to Licensee's operations on the day on which the alleged Documented Defect is reported.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System which increase the functionality of the Baseline Component System.

"Expiration Date" means, with respect to each Baseline Component System, the date upon which the initial term of this Agreement ends for such Baseline Component System as provided for in Exhibit 1.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Licensee with avoidance procedures for or

corrections of Documented Defects. The hours during which Maintenance will be provided, the targeted response times for certain defined categories of Maintenance calls, and other details and procedures relating to the provision of Maintenance are described in Exhibit 2 attached hereto.

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

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

"Partial Year" means, for each Baseline Component System, the period between the Commencement Date and the first day of the initial Contract Year for that Baseline Component System.

"Priority One Call" means a Notification from Licensee to SCT's ActionLine reporting that it believes that a Documented Defect has caused a partial failure of Licensee's computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Licensee's operations on the day on which the alleged Documented Defect is reported.

"Priority Two Call" means a Notification from Licensee to SCT's ActionLine reporting that it believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Licensee's ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to Licensee's operations.

"Priority Three Call" means a Notification from Licensee to SCT's ActionLine reporting that it believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

3. Services.

(a) Types of Services. During the term of this Agreement, SCT will provide Licensee with Maintenance for, Enhancements of, and New Releases of each Baseline Component System identified in Exhibit 1.

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

#### 4. Payment and Taxes.

(a) Maintenance Fees. For the Improvements for each Baseline Component System, Licensee will pay SCT: (i) the amount provided for in Exhibit 1 as the Partial Year payment (if applicable) on the payment date provided for in Exhibit 1; and (ii) the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year; and (iii) for each Contract Year subsequent to the initial Contract Year, an amount invoiced by SCT, which amount will increase by the "Annual Escalation Percentage" provided for in Exhibit 1 over the fee that Licensee was obligated to pay to SCT for Improvements for the applicable Baseline Component System in the immediately preceding Contract Year for that Baseline Component System. Fees for Improvements for a Baseline Component System are due on the first day of the first month of the Contract Year for that Baseline Component System.

(b) Additional Costs. Licensee will also reimburse SCT for actual travel and living expenses that SCT incurs in providing Licensee with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. 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. Licensee will also reimburse SCT for all charges incurred in connection with accessing Equipment. Reimbursement is subject to any statutory reimbursement limitations imposed on Licensee contractors, and Licensee will provide SCT with a copy of such limitations before SCT incurs expenses.

(c) Taxes. Licensee is responsible for paying all taxes (except for taxes based on SCT's net income or capital stock) relating to this Agreement, the

Improvements, 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. If Licensee is exempt from the payment of any such taxes, Licensee must provide SCT with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such tax amounts to the applicable taxing authority, SCT will invoice Licensee for and Licensee will pay to SCT all such tax amounts.

(d) Late Charges. Licensee will pay each SCT invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Mellon Bank, N.A., Philadelphia, Pennsylvania, plus three percent (3%); or (ii) the highest rate permitted by Washington law.

5. Term. Except in the case of Licensee's exercise of the Early Termination Right described in Section 7(a), the term of this Agreement as it applies to each Baseline Component System is for the period beginning on the Commencement Date and continuing until the Expiration Date for that Baseline Component System. Absent Licensee's exercise of the Early Termination Right in accordance with the provisions of Section 7(a), this Agreement shall remain in full force and effect until the Expiration Date in accordance with its terms.

For each Baseline Component System, this Agreement will automatically be extended for consecutive Contract Years beyond the Expiration Date on a year-to-year basis unless: (i) either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System at least six (6) months prior to the Expiration Date, or, for any Contract Year subsequent to the Expiration Date, at least six (6) months prior to the expiration of the then-current Contract Year or (ii) the Agreement has otherwise expired or terminated as it relates to a particular Baseline Component System under the terms of this Agreement.

6. Disclaimer of Warranties. Licensee agrees and understands that SCT MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SCT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SCT EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY IMPROVEMENTS WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED BY ANYONE OTHER THAN SCT, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

#### 7. Termination.

(a) Early Termination. Licensee shall have the option (the "Early Termination Right") to terminate this Agreement at its convenience effective on each date identified in Exhibit 1 as an "Optional Termination Date" by providing written notice to SCT at least six (6) months prior to such Optional Termination Date. To the extent that Licensee exercises its Early Termination Right

and the corresponding Optional Termination Date occurs in the middle of a Contract Year, then Licensee will be obligated to pay the Improvements fees on a prorated basis only through the Optional Termination Date. SCT will, as of the Optional Termination Date, have the right to invoice Licensee for any Improvements fees due up to and including the Optional Termination Date that have not then been paid by Licensee, or (as applicable) will refund any Improvements fees prepaid for any period following the Optional Termination Date. Absent SCT's receipt of written notice in accordance with the above, this Agreement shall remain in full force and effect in accordance with its terms and Licensee shall be deemed to have waived its right to exercise the applicable Early Termination Right.

(b) Other Termination. 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.

(c) No Prejudice. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

## **8. LIMITATIONS OF LIABILITY.**

(a) LIMITED LIABILITY OF SCT. SCT'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT LICENSEE ACTUALLY PAID TO SCT FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF 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.

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order 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.

## EXHIBIT 1

Licensee: Eastern Washington University

PARTIAL YEAR PAYMENT/DUE DATE: (N/A)

INITIAL PAYMENT AMOUNT FOR FIRST CONTRACT YEAR/PAYMENT DATES: October 1, 2004, January 1, 2005, April 1, 2005 and July 1, 2005 (annual fees are to be billed in four equal amounts due on these four dates of each applicable Contract Year)

OPTIONAL TERMINATION DATE(S): September 30, 2007 and September 30, 2010

Component System	Contract Year Begins/Ends	Expiration Date	Initial Payment Amount
SCT Banner Student	October 1/September 30	September 30, 2014	
EDI Smart (one (1) licensed copy)	October 1/September 30	September 30, 2014*	
SCT Banner Financial Aid	October 1/September 30	September 30, 2014	
INAS Software	October 1/September 30	September 30, 2014*	
SCT Workflow	October 1/September 30	September 30, 2014	
SCT Banner Campus Loan Manager	October 1/September 30	September 30, 2014	
SCT Luminis Basic	October 1/September 30	September 30, 2014	
SCT Luminis Data Integration	October 1/September 30	September 30, 2014	
SCT Operational Data Store	October 1/September 30	September 30, 2014	
Total Maintenance Fees for the period from October 1, 2004 – December 31, 2004			
Total Maintenance Fees for the period from January 1, 2005 – March 31, 2005			
Total Maintenance Fees for the period from April 1, 2005 – June 30, 2005			
Total Maintenance Fees for the period from July 1, 2005 – September 30, 2005			
TOTAL INITIAL PAYMENT AMOUNT:			

For the Baseline Component Systems set forth in the Maintenance Table, the "Initial Payment Amount" represents the amount due on the First Annual Contract Year Payment Dates for Improvements for the first full Contract Year. Fees for Improvements for each subsequent Contract Year are payable on each quarterly anniversary of the First Annual Contract Year Payment Dates. Improvement fees for the second Contract Year and for each subsequent Contract Year prior to the Expiration Date will be specified by SCT in an annual invoice and will increase by not more than 4 % over the amount payable for Improvements for the immediately preceding Contract Year. Improvement fees for any Contract Year subsequent to the Expiration Date will be specified by SCT in an annual invoice and will not increase by more than 10% over the amount payable for Improvements for the immediately preceding Contract Year.

\*Indicates that the Component System is owned by a third party.

**SILVER LEVEL MAINTENANCE STANDARDS**

- I. Hours During Which SCT's "ActionLine" Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance:** Seven (7) days per week, 24 hours per day.

**Note:** SCT's ActionLine uses an automated answering system to receive and record telephone calls from clients, as well as to receive reports via SCT's ActionWeb and e-mail. This system allows SCT's ActionLine staff to classify, prioritize, record basic details, conduct certain research, and assign a consultant to respond to a client's telephone call. SCT believes that this process results in SCT's ActionLine staff being better prepared to respond to the client's request for Maintenance.

- II. Targeted Response Times.** With respect to SCT's Maintenance obligations, SCT will use reasonable efforts to respond to Notifications from Licensee relating to the Baseline Component Systems identified in Exhibit 1 of this Agreement in accordance with the following guidelines, with the time period to be measured beginning with the first SCT ActionLine business hour occurring after SCT's receipt of the Notification:

**Emergency/Production Critical Calls** –two (2) hours or less.

**Priority One Calls** - four (4) hours or less.

**Priority Two Calls** – twenty four (24) hours or less.

**Priority Three Calls** – seventy two (72) hours or less.

**Notes:** (1) For purposes of these targets, a "response" will mean as an initial contact from an SCT representative to Licensee to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SCT's obligation to respond to Licensee, Licensee must follow the policies and procedures of SCT's ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.