# AMENDMENT TO TECHNICAL CURRENCY AGREEMENT

## SUNGARD HIGHER EDUCATION INC.

4 Country View Road Malvern, Pennsylvania 19355 FAX Number (610) 578-7900 ("SUNGARD HIGHER EDUCATION")

and

#### BARTON COUNTY COMMUNITY COLLEGE

("Licensee")

Original Technical Currency Agreement dated July 25, 1994 (the "TCP Agreement").

This Technical Currency Amendment is entered into by the parties on the latest date shown on the signature page of this Amendment. SunGard Higher Education's obligations hereunder shall commence on August 1, 2009 (the "Commencement Date").

## LICENSEE AND SUNGARD HIGHER EDUCATION, intending to be legally bound, agree as follows:

- 1. <u>Defined Terms.</u> Unless specifically defined in this TCP Amendment, all term defined in the TCP Agreement shall have the same meaning when used in this TCP Amendment.
- 2. Amendment to and Modification of TCP Agreement.
- (a) SunGard Higher Education agrees to provide Improvements with respect to the additional Component Systems identified in Exhibit 1 (the "TCP Exhibit"), attached to this TCP Amendment on the same terms and conditions as the TCP Agreement for the period and for the fee specified in the TCP Exhibit. The term of the TCP Agreement is deemed to be extended as provided for in the TCP Exhibit for purposes of this TCP Amendment. Any amounts indicated on the TCP Exhibit are in addition to all other amounts payable under the TCP Agreement.
- (b) The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System are described in the applicable Supplement attached as Exhibit 2 hereto. To the extent that a different Maintenance Standard applies to certain of the Component Systems than that which applies to others, the Maintenance Standard applicable to each Component System will be described in the table in Exhibit 1 and the corresponding Supplements will be attached in Exhibit 2.
- 3. <u>Integration Provision</u>. Except as expressly modified by this TCP Amendment, the Agreement shall remain in full force and effect. As of the Amendment Date, the Agreement, as further amended by this TCP Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

IN WITNESS WHEREOF, the parties have set their respective hands and seals below.

SunGard Higher Education Inc.	Licensee
BY:	BY:
PRINT NAME:	
PRINT TITLE:	PRINT TITLE:
DATE SIGNED:	DATE SIGNED:

Licensee: BARTON COUNTY COMMUNITY COLLEGE

#### **MAINTENANCE TABLE: Maintenance Fees Paid in Advance**

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: August 1, 2009

Baseline Component System(s)	Contract Year		Initial Payment
	Begins/Ends	Expiration Date	Amount
Banner Document Management Suite	August 1/ July 31	July 31, 2019 <sup>2</sup>	Included
Integration for Banner Document			
Management Suite	August 1/ July 31	July 31, 2019	Included
Oracle Relational Database System -			
2006	August 1/ July 31	July 31, 2019 <sup>2</sup>	Included
Oracle Internet Application Server			
Enterprise Edition	August 1/ July 31	July 31, 2019 <sup>2</sup>	Included
Payment Amount (Covers the contract year August 1, 2009 to July 31, 2010)			\$42,705 <sup>1</sup>

#### **MAINTENANCE TABLE: Maintenance Fees Paid in Arrears**

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: July 1, 2010

Baseline Component System(s)	Contract Year		Initial Payment
	Begins/Ends	<b>Expiration Date</b>	Amount
Banner Advancement	August 1/ July 31	July 31, 2019	Included
Banner Advancement Self-Service	August 1/ July 31	July 31, 2019	Included
Banner Finance	August 1/ July 31	July 31, 2019	Included
Banner Finance Self-Service	August 1/ July 31	July 31, 2019	Included
Banner Human Resources	August 1/ July 31	July 31, 2019	Included
Banner Employee Self -Service	August 1/ July 31	July 31, 2019	Included
Banner Financial Aid	August 1/ July 31	July 31, 2019	Included
Banner Financial Aid Self-Service	August 1/ July 31	July 31, 2019	Included
INAS for Financial Aid	August 1/ July 31	July 31, 2019 <sup>2</sup>	Included
Banner Student	August 1/ July 31	July 31, 2019	Included
Banner Student Self-Service	August 1/ July 31	July 31, 2019	Included
Banner Faculty Self-Service	August 1/ July 31	July 31, 2019	Included
Oracle Forms	August 1/ July 31	July 31, 2019 <sup>2</sup>	Included
Oracle Relational Database System- 2001	August 1/ July 31	July 31, 2019 <sup>2</sup>	Included
Payment Amount (Covers the contract year August 1, 2009 to July 31, 2010)			\$106,253 1

# **Notes to Maintenance Table:**

<sup>&</sup>lt;sup>1</sup> For the Baseline Component Systems set forth in the Maintenance Table "Initial Payment Amount" represents the amount due on the First Annual Contract Year Payment Date for Improvements for the first **full** Contract Year. Fees for Improvements for each subsequent Contract Year are payable on the anniversary of the First Annual Contract Year Payment Date. Improvement fees for the second Contract Yr. and for each subsequent Contract Yr. prior to the Expiration Date will be specified by SunGard Higher Education 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 SunGard Higher Education in an annual invoice and will not increase by more than 10% over the amount payable for Improvements for the immediately preceding Contract Yr

<sup>&</sup>lt;sup>2</sup> Notwithstanding any other provision of the Agreement, if, prior to the Expiration Date, SunGard Higher Education's right to sublicense and/or provide Improvements for this Baseline Component System should terminate (each such affected Baseline Component System being an "Affected Component System"), then SunGard Higher Education will provide Licensee with at least ninety (90) days prior written notice that it will no longer provide Improvements for the Affected Component System ("Notice of Expiration"). Thereupon, the Expiration Date relating to the Affected Component System will be revised to be the later of: (i) ninety (90) days after Licensee receives the Notice of Expiration; or (ii) the date identified in the Notice of Expiration as the new Expiration Date for the Affected Component System, and in each instance, the overall fees for Improvements otherwise payable by Licensee will be reduced, prospectively and on a prorated basis, from the revised Expiration Date for the Affected Component System, by the amounts payable for Improvements for such Affected Component System.

#### I. Defined Terms:

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

"Priority One Call" means a Notification that Licensee 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.

"Priority Two Call" means a Notification that Licensee 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 Three Call" means a Notification that Licensee 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 <u>not</u> critical to Licensee's operations.

"<u>Priority Four Call</u>" means a Notification that Licensee believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

- II. Hours During Which SunGard Higher Education's "ActionLine" Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance: Five (5) days per week, Monday through Friday, excluding United States holidays and SunGard Higher Education-observed holidays, from 8:00 AM to 8:00 PM (Eastern US Time).
- III. Targeted Response Times. With respect to SunGard Higher Education's Maintenance obligations, SunGard Higher Education 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 SunGard Higher Education ActionLine business hour occurring after SunGard Higher Education's receipt of the Notification:

**Priority One Calls** –two (2) hours or less. **Priority Two Calls** – four (4) hours or less.

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

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

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