



AMENDMENT ONE

ORACLE CONTRACT INFORMATION

This amendment ("Amendment One") amends the Oracle License and Services Agreement dated March 1, 2011 (OLSA_11927940 1-Mar-2011), and all amendments and addenda thereto, (the "agreement") between Midwestern Higher Education Commission ("MHEC") ("you") and Oracle America, Inc. ("Oracle").

The parties agree to amend the agreement as follows:

1. **Section A – Agreement Definitions**

Delete Section A. Agreement Definitions and replace it with the following:

"MHEC entity " you" and "your" refers to the public or private not-for-profit institution of higher education located in a member state of the Midwestern Higher Education Compact, said Compact governed by the Midwestern Higher Education Commission ("MHEC"); such member states of MHEC being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin) or the public or private not-for-profit institution of higher education located in a member state of the Western Interstate Commission for Higher Education ("WICHE"; such member states of WICHE being Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington and Wyoming) signing the ordering document that references this agreement ("agreement") and ordering programs and/or services from Oracle America, Inc. ("Oracle") or an authorized distributor. The term "ancillary programs" refers to third party materials specified in the program documentation, which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered. The term "program documentation" refers to the program user manual and program installation manuals. The term "programs" refers to the software products owned or distributed by Oracle, which you have ordered, program documentation, and any program updates acquired through technical support. The term "services" refers to technical support, education, hosted/outsourcing services, consulting or other services, which you have ordered. MHEC hereby represents and warrants that MHEC has entered into an agreement with WICHE that enables the public and not-for-profit higher education institutions located in WICHE member states to sign one or more ordering documents governed by this Agreement. The signing of an ordering document affirms the signatories' authority and intention to bind itself to the terms of this agreement and such ordering document.."

2. **Section B - Applicability of Agreement**

Delete Section B. Applicability of Agreement and replace it with the following:

"This agreement is valid for four (4) years from the effective date of this agreement. Upon mutual agreement in writing between Midwestern Higher Education Commission and Oracle, the agreement may be renewed for two (2) additional one-year terms. Upon Oracle's acceptance of your order, you will be responsible for your obligations arising under this agreement and the ordering document signed by you that references this agreement. MHEC, itself, shall not be responsible for any entity that executes its own ordering document referencing this agreement. You shall not be responsible for ordering document that references this agreement but signed by a different entity."

3. **Section D - Ownership and Restrictions**

Delete Section D. Ownership and Restrictions and replace it with the following:

"Oracle or its licensors retain all ownership and intellectual property rights to the programs. Unless you and Oracle agree otherwise, Oracle retains all ownership and intellectual property rights to anything developed and delivered under this agreement resulting from services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this agreement.

You may not:

- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;

- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs);
- disclose results of any program benchmark tests without Oracle's prior written consent (Oracle asserts that such benchmark test results constitute Oracle trade secret information, even when the benchmark tests occur outside of Oracle's actual control, and therefore exempt from disclosure under a State's "public records law.")

4. Section E - Warranties, Disclaimers and Exclusive Remedies

Delete Section E. Warranties, Disclaimers and Exclusive Remedies and replace it with the following:

"Oracle warrants that it has the authority to grant the use of the programs to you and a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year after delivery. Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

With respect to third party materials, Oracle will pass through to you, to the fullest extent possible, the warranties from Oracle's licensors as they relate to third party materials. For all third party materials, Oracle warrants that it has the right to provide such third party materials to you."

5. Section G - Indemnification

Delete Section G. Indemnification and replace it with the following:

"1. Indemnification obligations between MHEC and Oracle

To the extent MHEC has signed an ordering document, If a third party makes a claim against either MHEC or Oracle ("Recipient" which may refer to MHEC or Oracle depending upon which party received the Material) that any information, design, specification, instruction, software, data, or material ("Material") furnished by either MHEC or Oracle ("Provider" which may refer to MHEC or Oracle depending on which party provided the Material), and used by Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees MHEC has paid to Oracle for the license. If MHEC is the Provider and such return

materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify MHEC to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify MHEC for infringement caused by MHEC's actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify MHEC for any infringement claim that is based on: (1) a patent that MHEC was made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) MHEC's actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

To the extent permitted by law, each party ("Indemnitor") shall defend and indemnify the other party ("Indemnitee") against any and all third party claims of bodily injury and/or tangible personal property damage resulting from negligent or intentionally wrongful actions or omissions of the Indemnitor or a person employed by the Indemnitor (i.e., as an employee or independent contractor) while performing services under an ordering document or participating in the project related to such services, to the extent such actions or omissions were not proximately caused by the action or omission of the Indemnitee or any third party; provided however, that (a) the Indemnitee notifies the Indemnitor within thirty (30) days of the Indemnitee's receipt of a claim; (b) the Indemnitor has sole control of the defense and all related settlement negotiations; and (c) the Indemnitee provides the Indemnitor with assistance, information and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the Indemnitee in providing such assistance will be reimbursed by the Indemnitor. As used in this Section, the term "tangible personal property" shall not include software, documentation, data or files. The indemnitor shall have no liability for any claim of bodily injury and/or tangible personal property damage arising from use of the software. This section states the parties entire liability and exclusive remedy for third party claims of bodily injury and property damage.

2. Indemnification obligations between MHEC Entities and WICHE Entities and Oracle

To the extent a MHEC Entity or WICHE Entity has signed an ordering document, if a third party makes a claim against either the signatory entity ("you") or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- subject to any legally required approval, including the approval of your state's attorney general, gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid to Oracle for the license. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant consulting services order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

To the extent permitted by law, each party ("Indemnitor") shall defend and indemnify the other party ("Indemnitee") against any and all third party claims of bodily injury and/or tangible personal property damage resulting from grossly negligent or intentionally

wrongful actions or omissions of the Indemnitor or a person employed by the Indemnitor (i.e., as an employee or independent contractor) while performing services under an ordering document or participating in the project related to such services, to the extent such actions or omissions were not proximately caused by the action or omission of the Indemnitee or any third party; provided however, that (a) the Indemnitee notifies the Indemnitor within thirty (30) days of the Indemnitee's receipt of a claim; (b) subject to any legally required approval, including the approval of your state's attorney general, the Indemnitor has sole control of the defense and all related settlement negotiations; and (c) the Indemnitee provides the Indemnitor with assistance, information and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the Indemnitee in providing such assistance will be reimbursed by the Indemnitor. As used in this Section, the term "tangible personal property" shall not include software, documentation, data or files. The indemnitor shall have no liability for any claim of bodily injury and/or tangible personal property damage arising from use of the software. This section states the parties entire liability and exclusive remedy for third party claims of bodily injury and property damage."

You will provide no Material to Oracle before you have the authority to do so.

6. Section H – Technical Support

Delete the third paragraph of Section H. Technical Support and replace it with the following:

"Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first, second, third and fourth renewal years (except for technical support fees for third party programs) the fee for SULS will not increase by more than 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees."

7. Section I – End of Agreement

Delete Section I. End of Agreement and replace it with the following:

"If either MHEC or Oracle breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If Oracle ends this agreement as specified in the preceding sentence, MHEC must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement plus related taxes and expenses. If Oracle ends the license for a program under the Indemnification section, MHEC must pay within 30 days all amounts remaining unpaid for services related to such license plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. MHEC agrees that if MHEC is in default under this agreement, MHEC may not use those programs and/or services ordered. MHEC further agrees that if MHEC has used an Oracle Financing Division contract to pay for the fees due under an order and MHEC is in default under that contract, MHEC may not use the programs and/or services that are subject to such contract. If Oracle terminates this agreement as specified in this paragraph, the right for MHEC entities to place orders under this agreement shall terminate. All rights granted to MHEC entities for licenses and services ordered under this agreement prior to said termination shall remain in full force and affect.

If either you or Oracle breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If Oracle ends this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement plus related taxes and expenses. If Oracle ends the license for a program under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services related to such license plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered. You further agree that if you have used an Oracle Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the programs and/or services that are subject to such contract. In the event any MHEC entity or WICHE entity materially breaches any term of this agreement or the ordering document it executes, Oracle, at its sole discretion, shall have the right to terminate such entity's right to place additional orders under this agreement by providing written notice to MHEC and such entity. A breach of the terms of this agreement by MHEC entity or WICHE entity shall not constitute a breach by any other entity. Likewise, the ending of an ordering document entered into by a particular MHEC entity or WICHE entity or the termination of an entity's right to place orders under this agreement shall have no effect on other ordering documents entered into between Oracle and any other MHEC entity or WICHE entity or otherwise effect any other MHEC entity's right to place orders under this agreement. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive."

8. Section J – Fees and Taxes

Delete Section J. Fees and Taxes and replace it with the following:

All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the programs and/or services you ordered, except for taxes based on Oracle's income. Also, you will reimburse Oracle for reasonable expenses related to providing the services. Fees for services listed in an ordering document are exclusive of taxes and expenses. You agree that you have not relied on the future availability of any programs or updates in entering into the payment obligations in your ordering document; however, (a) if you order SULS for programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under your ordering document, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under your ordering document, per the terms of your ordering document and this agreement

Service fees are invoiced after performance of the service. Technical support fees are invoiced quarterly in arrears and are due and payable in accordance with this Section J.

On a quarterly basis, Oracle shall return to MHEC a fee of 0.25% of the total sales during the year, to assist with the cost of administering the contract. The administration fee shall be remitted to MHEC within thirty (30) days of the end of September, December, March and June. As an administrative courtesy, Oracle shall provide a report detailing the total annual sales to MHEC entities. The report shall be submitted on or before the 30th day after the end of June.

9. Section K - Nondisclosure

Delete Section K. Nondisclosure and replace it with the following:

"By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. Notwithstanding the foregoing, MHEC shall be able to disclose the terms and pricing under this agreement to the MHEC and WICHE entities authorized to place orders under this agreement.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a federal or state governmental entity as required by law. Notwithstanding anything to the contrary in this agreement, confidential information may be disclosed as required by law."

10. Section L - Entire Agreement

Delete the first sentence of Section L. Entire Agreement and replace it with the following:

"The parties agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the programs and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and/or services."

11. Section M - Limitation of Liability

Delete Section M. Limitation of Liability and replace it with the following:

"NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. EXCEPT FOR ORACLE'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS (BUT NO OTHER ORACLE INDEMNIFICATION OBLIGATIONS) AND ORACLE'S OBLIGATION TO PAY MHEC ADMINISTRATIVE FEES AS SET FORTH IN SECTION J (FEES AND TAXES), ORACLE'S MAXIMUM LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID OR ARE DUE BY YOU TO ORACLE UNDER THIS AGREEMENT PLUS UNPAID FEES ON AN ORDERING DOCUMENT

SIGNED BY YOU, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID OR ARE DUE BY YOU TO ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY PLUS ANY UNPAID FEES ON THE ORDERING DOCUMENT SIGNED BY YOU FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.

EXCEPT FOR DAMAGES RELATED TO OR ARISING FROM BREACH OF ORACLE'S Intellectual PROPERTY RIGHTS OR INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT (TO THE EXTENT NOT PROHIBITED BY THE STATE'S LAWS THAT GOVERN THE APPLICABLE ORDERING DOCUMENT(S)), YOUR MAXIMUM LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES YOU PAID OR ARE DUE BY YOU TO ORACLE UNDER THIS AGREEMENT, PLUS UNPAID FEES STATED ON AN ORDERING DOCUMENT SIGNED BY YOU, if any."

12. Section O – Other

a. Delete Subsection 1 and replace it with the following:

"Between Oracle and MHEC, this agreement is governed by the substantive laws of, and courts located in, Minnesota. Between Oracle and you this agreement is governed by the substantive laws of, and courts located in, the State in which you are incorporated or founded."

b. Add as a new first paragraph to Subsection 2 the following:

"If MHEC has a dispute with Oracle or if MHEC wishes to provide a notice under the Indemnification section of this agreement, or if MHEC becomes subject to insolvency or other similar legal proceedings, MHEC will promptly send written notice to: Oracle USA, Inc., 500 Oracle Parkway, Redwood City, California, USA, Attention: General Counsel, Legal Department."

c. Add as a new second paragraph to Subsection 3 the following:

"Oracle may not assign this agreement without the MHEC prior written consent. For purposes of this paragraph, assignment shall not include merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of that party's assets ("collectively, an "other event"). Oracle will provide notice to MHEC after the occurrence of an other event."

13. Section Q – Additional Terms

Add the following to "new" Section Q – Additional Terms

a. Add the following as Subsection 1

"1. Shipment or Delivery

The terms for shipment or delivery of products and services you acquire under this agreement shall be stated on the respective ordering document. "

b. Add the following as Subsection 2

"2. Compliance with Law

Oracle shall comply with the laws and governmental regulations, which by their terms, apply to Oracle's performance under an Oracle ordering document. You agree to comply with all applicable laws and governmental regulations in connection with this agreement. MHEC agrees to comply with all applicable laws and governmental regulations in connection with this agreement."

c. Add the following as Subsection 3

"3. Records for Audit

For a period of three (3) years from the effective date of the respective Record or such term as required by applicable law (Record defined to be this agreement, ordering documents executed under this agreement, and invoices that directly pertain to orders placed under this agreement), upon reasonable prior written request, Oracle will make such Record(s) involving you available to you or to your State auditor's office solely for you (or your State auditor's office) to audit such Record(s). Notwithstanding the foregoing, in the event your State auditor's office requests an audit, Oracle shall only be required to provide those ordering documents and invoices that were executed by you."

d. Add the following as Subsection 4

"4. Non Appropriated Funds

You will not place any order under this agreement before you have the appropriated funds to pay for the sums due for such order."

e. Add the following as Subsection 5

"5. MHEC Not Liable for Institutions

Oracle acknowledges that MHEC does not warrant or guarantee that any particular MHEC entity or WICHE entity will elect to purchase any programs or services from Oracle, or participate in any way under this agreement. MHEC is not liable to Oracle for the breach of this agreement by any MHEC entity or WICHE entity or the breach of any other agreement between Oracle and a MHEC entity or WICHE entity."

f. Add the following as Subsection 6

"6. Relationship of MHEC and Oracle

Oracle and MHEC acknowledge and agree that the relationship arising from this agreement does not constitute or create an agency, joint venture, partnership or employee relationship between them. Oracle is not employed by MHEC and shall not accrue leave, retirement, insurance, bonding or any other benefits afforded to employees of MHEC as a result of this agreement.

Neither Oracle nor MHEC shall have the authority to bind the other party or contract or otherwise or to make representations as to the policies and procedures of the other party except as specifically authorized by the agreement."

g. Add the following as Subsection 7

"Order Process

Except as stated herein, to place an order under this agreement, an Oracle ordering document (the terms and conditions of which shall be mutually agreed upon by the parties to the ordering document) must be used. Oracle University may require the use of an ordering document or other written confirmation of your order for Learning Credits. By executing an ordering document (or by placing an order with Oracle University that is evidenced by other written confirmation) you agree to be bound by the terms of this agreement. To the extent permitted by law, the discount schedules in Exhibit 1, 2 and 3 shall apply to orders placed under this agreement. You may acquire the programs specified on Exhibits 1, 2 and 3 at the stated discount levels, provided such programs are available in production release when ordered and provided that you have continuously maintained technical support for the programs licensed under this agreement, by paying Oracle the designated license fees. The discount schedule in Exhibits 1, 2 and 3 are valid for the term of this agreement only, four (4) years from the effective date."

14. Section R – License Definitions and Rules

Add the following ""new" definition after Developer User / Developer/ Developer Seat definition:


"Disk Drive: is defined as a spinning media device that stores data accessed by the Oracle Exadata Storage Server Software program."

Signature Page Follows

Subject to the modifications herein, the agreement shall remain in full force and effect.

The effective date of this Amendment One is March 1, 2011. (to be completed by Oracle)

Midwestern Higher Education Commission

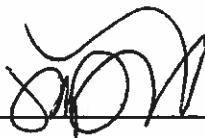
Authorized Signature: 

Name: LANA OLEEN

Title: INTERIM PRESIDENT

Signature Date: 02/25/11

Oracle America, Inc.

Authorized Signature: 

Name: Jennine Passanisi

Title: Contracts Manager

Signature Date: 22-Feb-2010

Exhibit 1

CAMPUS LICENSE DISCOUNT

Quantity	Discount
1,000 – 10,000	90.00%
10,001 – 25,000	92.00%
25,001 – 50,000	95.00%
50,001 – 100,000	95.50%
100,001 – 150,000	96.50%
>150,001	97.25%

***Discount applies only to Campus License Software Programs and associated technical support acquired in a single ordering document.**

Exhibit 2

NON-CAMPUS LICENSE DISCOUNT

Transaction Band*	
List License + List Technical Support Fees	Discount
\$0 - \$500,000.00	35%
\$500,001.00 – \$1,000,000.00	45%
\$1,000,001.00 – 2,000,000.00	50%
>\$2,000,000.01	Subject to negotiation

*Discount applies only to Non-Campus License Software Programs and associated technical support only on a single ordering document, does not apply to Campus License Software Programs which may also be acquired with an order.

Exhibit 3

ORACLE UNIVERSITY DISCOUNT

Transaction Band*	Discount
\$10,000.00 - \$25,000.00	5%
\$25,001.00 - \$50,000.00	10%
\$50,001.00 - 100,000.00	15%
\$100,001.00 - \$250,000.00	20%
>\$250,000.00	25%

***Oracle University discount schedule applies to the following programs and/or services:**

Learning Credits, Technology Based Training ("TBT"), Instructor Lead Training ("ILT"), and Oracle University Online Learning.

Learning Credits may only be purchased if you have the requisite authority to pre-pay for goods and services.

