Amendment 4

This Amendment 4 amends the Master Price Agreement between the Midwestern Higher Education Compact and Info-Tech Research Group Inc., Contract No.: MHEC-130214, dated February 20, 2013 (the "Agreement").

The parties agree to amend the Agreement as follows:

Section 5. Term shall be deleted in its entirety and replaced with the following:

5. **Term:** This Master Agreement will be formed upon execution by the Parties, and shall remain in effect, unless otherwise terminated pursuant to the terms of the Master Agreement until December 31, 2019. The Master Agreement may be mutually renewed for one (1) additional one-year terms unless terminated pursuant to the terms of this agreement.

Except as set forth above, the Master Price Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Master Agreement and this Amendment 4, this Amendment 4 shall control.

| Midwestern Higher Education Commission | Info-Tech Research Group Inc. |
|--|-------------------------------|
| Signature Signature | Signature |
| Susan Heegaard Name | Ryan Huggett |
| <u>President</u> Title | Corporate Coursel |
| 12/10/18 Date | Nov. 27, 2018 |

Amendment 3

This Amendment 3 amends the Master Price Agreement between the Midwestern Higher Education Compact and Info-Tech Research Group Inc., Contract No.: MHEC-130214, dated February 20, 2013 (the "Agreement").

The parties agree to amend the Agreement as follows:

Section 1. Term shall be deleted in its entirety and replaced with the following:

- 1. **Eligible Organizations**: This Master Agreement shall be made available to all Eligible Organizations. Eligible Organizations shall include:
 - a. Member State: refers to any state that is a member, or an affiliate member, of the Midwestern Higher Education Compact ("MHEC"). For purposes of this Master Agreement the current MHEC Member States are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin.
 - b. NEBHE Member State: State refers to any state that is a member, or an affiliate member, of the New England Board of Higher Education ("NEBHE"). For purposes of this Master Agreement the current NEBHE Member States are Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont.
 - c. SREB Member State: refers to any state that is a member, or an affiliate member, of the Southern Regional Education Board ("SREB"). For purposes of this Master Agreement the current SREB Member States are Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.
 - d. WICHE Member State: refers to any state that is a member, or an affiliate member, of the Western Interstate Commission for Higher Education ("WICHE"). For purposes of this Master Agreement the current WICHE Member States are Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States.
 - e. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions) located in a Member State, NEBHE Member State, SREB Member State or WICHE Member State;
 - f. All K-12 schools and school districts located in a Member State, NEBHE Member State, SREB Member State or a WICHE Member State;
 - g. All city, county, and other local governments located in a Member State, NEBHE Member State, SREB Member State or WICHE Member State;
 - h. All state governments and their departments of a Member State, NEBHE Member State, SREB Member State or WICHE Member State;
 - Eligible Organizations located in a Member State, NEBHE Member State, SREB Member State or WICHE Member State that terminates its association with MHEC, NEBHE, SREB

or WICHE respectively, will no longer be eligible to acquire Products or Services pursuant to this Master Agreement. Termination by any Member State, NEBHE Member State, SREB Member State or WICHE Member State shall not prohibit or restrict Vendor from negotiating or contracting with such Member State, NEBBHE Member State, SREB Member State or WICHE Member State or entities within such states outside of MHEC. MHEC shall promptly notify Vendor in writing of the termination of any membership in MHEC, NEBHE, SREB or WICHE. If any Member State, NEBHE Member State, SREB Member State or WICHE Member State so terminates its membership, such termination shall not affect the validity or enforceability of or constitute a default under any Order then in effect with any Eligible Organization. Similarly, MHEC shall promptly notify Vendor if other states join MHEC, NEBHE, SREB or WICHE after which such states shall be deemed to be a Member State, NEBHE Member State, SREB Member State or WICHE Member State for purposes of this Master Agreement.

Except as set forth above, the Master Price Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Master Agreement and this Amendment 3, this Amendment 3 shall control.

Date

Midwestern Higher Education
Commission

Signature

Larry Isaak
Name

Title

3/10/18

Signature

Ryan Huggett

Name

Corporate Counsel

Title

Man . 2, 2018

Amendment 2

This Amendment 2 amends the Master Price Agreement between the Midwestern Higher Education Compact and Info-Tech Research Group, Contract No.: MHEC-130214, dated February 20, 2013, as amended January 1, 2017 (the "Agreement").

The parties agree to amend the Agreement as follows:

Section 5. Term shall be deleted in its entirety and replaced with the following:

5. **Term:** This Master Agreement will be formed upon execution by the Parties, and shall remain in effect, unless otherwise terminated pursuant to the terms of the Master Agreement until December 31, 2018. The Master Agreement may be mutually renewed for two (2) additional one-year terms unless terminated pursuant to the terms of this agreement.

Except as set forth above, the Master Price Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Master Agreement and this Amendment 2, this Amendment 2 shall control.

| Midwestern Higher Edugation | Info-Tech Research Group Inc. |
|----------------------------------|-------------------------------|
| Commission Signature Signature | Signature |
| Larry A. ISaak Name | Ryan Huggett |
| President Title | Corporate Course (Title |
| 12/15/17 Date | Dec. 8, 2017 Date |

Amendment 1

This Amendment 1 amends the Master Price Agreement between the Midwestern Higher Education Compact and Info-Tech Research Group Inc., Contract No.: MHEC-130214, dated February 20, 2013 (the "Agreement").

The parties agree to amend the Agreement as Follows:

1. Delete the sentence under the first paragraph, and replace with the following:

This Agreement is made between the Midwestern Higher Education Commission ("MHEC") located at 105 5th Ave. S., Suite 450 Minneapolis, MN 55401, on behalf of Eligible Organizations located in the MHEC Member States, and Info-Tech Research Group Inc., ("Info-Tech") located at 3960 Howards Hughes Parkway, Suite 500 Las Vegas, NV 89169. For the purposes of this Master Agreement MHEC and Info-Tech are referred to collectively as the "Parties" or individually as "Party".

- 2. Section 1. Eligible Organizations shall be deleted in its entirety, and replaced with the following:
 - 1. **Eligible Organizations**: This Master Agreement shall be made available to all Eligible Organizations. Eligible Organizations shall include:
 - a. Member State: refers to any state that is a member, or an affiliate member, of the Midwestern Higher Education Compact ("MHEC"). For purposes of this Master Agreement the current MHEC Member States are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin.
 - b. SREB Member State: refers to any state that is a member, or an affiliate member, of the Southern Regional Education Board ("SREB"). For purposes of this Master Agreement the current SREB Member States are Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.
 - c. WICHE Member State: refers to any state that is a member, or an affiliate member, of the Western Interstate Commission for Higher Education ("WICHE"). For purposes of this Master Agreement the current WICHE Member States are Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States.
 - d. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions) located in a Member State, SREB Member State or WICHE Member State;
 - e. All K-12 schools and school districts located in a Member State, SREB Member State or a WICHE Member State;
 - f. All city, county, and other local governments located in a Member State, SREB Member State or WICHE Member State;
 - g. All state governments and their departments of a Member State, SREB Member State or WICHE Member State;

- h. Eligible Organizations located in a Member State, SREB Member State or WICHE Member State that terminates its association with MHEC, SREB or WICHE respectively, will no longer be eligible to acquire Products or Services pursuant to this Master Agreement. Termination by any Member State, SREB Member State or WICHE Member State shall not prohibit or restrict Vendor from negotiating or contracting with such Member State, SREB Member State or WICHE Member State or entities within such states outside of MHEC. MHEC shall promptly notify Vendor in writing of the termination of any membership in MHEC, SREB or WICHE. If any Member State, SREB Member State or WICHE Member State so terminates its membership, such termination shall not affect the validity or enforceability of or constitute a default under any Order then in effect with any Eligible Organization. Similarly, MHEC shall promptly notify Vendor if other states join MHEC, SREB or WICHE after which such states shall be deemed to be a Member State, SREB Member State or WICHE Member State for purposes of this Master Agreement.
- 3. Section 3. Purchase of Services shall be deleted in its entirety and replaced with the following:
 - 3. **Purchase of Services:** Procuring Eligible Organization shall purchase Services from Info-Tech as is more specifically outlined and designated in Services Price List Exhibit A and SA Exhibit B. The Purchase Order and SA shall set forth the Services being purchased, any additional contract terms agreed to by Procuring Eligible Organization and Info-Tech, and the applicable fees. Procuring Eligible Organization and Info-Tech shall enter into one or more SA's with each Purchase Order referencing this Master Agreement. This Master Agreement shall apply to all current and future Services provided to Procuring Eligible Organization by Info-Tech, unless the Agreement is terminated pursuant to Section 6 of this Master Agreement.

A. Existing MHEC Procuring Eligible Organizations being serviced through the Agreement prior to December 31, 2016, may access transitional pricing and product offerings at the time of said Procuring Eligible Organizations renewal with Info-Tech.

- 4. Section 5. Term shall be deleted in its entirety and replaced with the following:
 - 5. **Term:** This Master Agreement will be formed upon execution by the Parties, and shall remain in effect, unless otherwise terminated pursuant to the terms of the Master Agreement until December 31, 2017. The Master Agreement may be mutually renewed for three (3) additional one-year terms unless terminated pursuant to the terms of this agreement.
- 5. Exhibit A Services Pricing Exhibit. Shall be deleted in its entirety and replaced with the following:

See attached Exhibit A – Services Pricing Exhibit

6. Exhibit B Service Agreement – SA Shall be deleted in its entirety and replaced with the following:

See attached Exhibit B - Services Agreement - SA

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

The effective date of this Amendment 1 is January 1, 2017.

Midwestern Higher Education Commission

Info-Tech Research Group Inc.

Name: Larry A. Isaak

Title: Jac. Si deal

Date: 1-3-2017

Ryan Huggett

Corporate Coursel

Dec. 21, 2016



1.0 Membership Pricing

MHEC Membership Pricing

Reference Membership Features

Advisory Membership Features

CIO Counselor Membership

Small Enterprise Basic membership

On-Site Workshops

2.0 Executive Summary

About Us

How We Deliver

Systematically Improve IT Performance

3.0 Info-Tech's Data-Driven Insight Program

Step 1 Move to Objective IT Performance Measurement

Step 2 Begin Using Data to Decide What Matters

Step 3 Use Best-Practice Training for Your Team

Step 4 Utilize Role-Specific Roadmaps

Step 5 Accelerate Key Projects Using Best-Practice Methodologies and Tools

Step 6 Use High-Impact, Low-Effort Experiences to Get the Job Done Faster and With More Success

Step 7 Objectively Measure IT Improvement Year Over Year

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| Custom | 8 seats | 7 seats | 6 seats | 5 seats | 4 seats | 3 seats | 2 seats | 1 seat (available only to companies with 10 or less in IT) | # of Advisory Seats |
|--------|--------------------------|-------------------------|---------------------------|-----------------------------|-------------------------------|-------------------------|--|--|---|
| Custom | Up to 72 | Up to 63 | Up to 54 | Up to 45 | Up to 36 | Up to 27 | Up to 18 | Up to 9 | # of Reference Seats & Web Access (Additional Reference Seats \$100/month per seat less 5%) |
| | + Data & BI | + Vendor Management | + Enterprise Architecture | + Portfolio & Project Mgmt. | CIO, APPS, INFRA, SECURITY | CIO, APPS, INFRA | CIO, APPS | CIO | Programs Available |
| Custom | \$8000/Month less 5% | \$7000/Month less 5% | \$6000/Month less 5% | \$5000/Month less 5% | \$4000/Month less 5% | \$3000/Month less 5% | \$2000/Month less 5% | \$1000/Month less 5% | Investment |
| | +\$1000/Month less 2% | | | | | | Annual Onsite (Strategy Workshop) Membership | | |

Content is not restricted by seat type & programs can be customized to teams needs.

Price Escalation: The parties agree that the annual price increase, as defined as the effective date, that affects the MHEC Price shall not exceed 5% or the United States Consumer Price Index (CPI-U), whichever is greater.

Reference Membership **Features**



Technology Research Core Project and

methodologies for applications, strategy and Instructional blueprints for implementing proven infrastructure projects.

Role Based Research

S

Project & PPM

Infrastructure Applications

Enterprise Architecture

Data & BI

Security

Vendor Management

IT Best-practices Research & Training



Governance Framework IT Management &

HII

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Info-Tech Academy

Graphic Libraries Webinars, Videos & Info-

> improving core IT processes. 45 comprehensive, connected methodologies for

Audio/Video Training Material across all major Access to our Learning Management system &

A full library of webinars, videos & infographics

П

Evaluations



Research Talent & Leadership

Department index for the IT Mclean Leadership

E

diagnostics and proven resources to help you Lead your team effectively with powerful talent become a better manager

Measure and manage the engagement of your team members with a high-frequency, low effort, one question survey.

Additional Features



Tools & Templates

Job Descriptions

W

and Policies Library

team identify what's wrong and take action. Powerful tools and ready-made templates to help your

scratch again; use our extensive library of templates instead. Never write another job description or IT policy from

Software Directories Unbiased vendor research to help accelerate your product selection processes.

Advisory Membership Features

Includes all Reference Membership features, in addition to...

| | Unlimited Guided | Contract Review & Negotiation | Manager & Analyst Partner | Calls Dedicated Account | Quarterly Research | Key Initiative Plans | Systematic T mprovement Program |
|--|--|--|--|--|--|--|--|
| | Our on-call industry experts help you and your team finish projects on time and with better results. | Whether you're purchasing or renewing, our analysts will help you optimize all of your software purchases. | will ensure you get the most value from your membership. | analysts. Your Account manager and Research Analyst Partner | by-step roadinabs catelling to every area on it. Create real improvements over your membership with scheduled progress calls with your dedicated research | Continually increase business satisfaction with step- | vement Program |
| Assessment PPM Diagnostic Program | Application Portfolio | End User Satisfaction (T Security Diagnostic Program | Diagnostic | IT Management & Governance | CEO-CIO Alignment | CIO Business Vision | Diagnostic Reports |
| to be retired, upgraded, or better leveraged. Collect the data you need to effectively coordinate your Project Management team. | Survey your end users to identify which apps need | End User Satisfaction its core services. Quantify how your IT Security practices compare to IT Security Diagnostic Program best practice and uncover what you can do to | | | Achieve effective IT-business alignment by understanding your CEO's perspective and | Designed to help you understand the business needs and actively measure business satisfaction. | Our diagnostics are the simplest way to collect the data you need and come to actionable insights. |

CIO Counselor Membership \$4000/month less 10%

his or her environment to enable more tailored and timely advice across a spectrum of issues manager. This Membership fosters in depth knowledge of the executive and The CIO Counselor Membership supports an individual IT executive or

Also Includes:

- · An Advisory seat with all its features (No Reference seats included).
- One On-Site Workshop with our seasoned IT experts
- $\checkmark\cdot$ A dedicated IT Counselor who is "Always On" with Monthly Advisory Calls. The Counselor will provide:
- One-on-One Executive Coaching for career skills and development
- A minimum of monthly calls to explore your business challenges, facilitate in IT projects and offer insight into innovations from across our member
- On-Demand advice and access to additional resources to help you with unique issues
- ✓ On-Site support to develop a structured engagement plan.

Small Enterprise Basic \$500/month less 5%

- Small Enterprises with 5 or less employees in IT may purchase this membership which provides:
- Up to 5 users with access to Info-Tech website.
- One single advisory call.
- Management & Governance Diagnostic.



DATA-DRIVEN INSIGHT PROGRAM

Workshops

Workshops that drive results

Project Workshops

advantage of our know-how and innovative workshop held onsite project implementations. Take A valuable way to plan your IT facilitation skills featuring an at your location.

Process Workshops

A dynamic way to enhance your world class operation. Engage core IT processes and build a your IT team onsite at your location in an innevative workshop.

5-Day Workshops: \$15K less 1%

Example: Business Intelligence Vendor Selection

Day 1

Workshop Preparation (Offsite)

Day 2

Business Case & Enterprise Requirements

Define Business Area Requirements

Day 3

Day 4

Formulate Vendor Selection

Day 5

Define Selection Tactics and Implementation

Scope Planning

Workshop Objectives and

Confirm workshop objectives and scope

Identify up to three areas that will contribute in the workshop

commitment secure participants Set workshop Agenda and

Information Gathering (offsite)

- The case for BI/Analytics
- Industry Outlook BI/Analytics
- Requirements Enterprise Level - Business
- objectives, and stakeholders Identify business goals,
- Identify high-level data/analytics requirements
- Map business needs to key features of BI/Analytics Tools

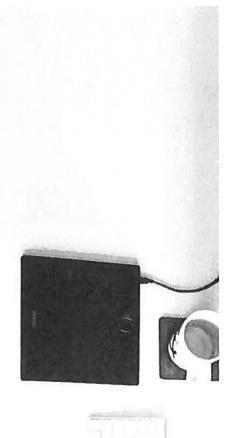
- Challenges and Opportunities Discuss Business BI/Analytics
- Identify business needs
- features of BI/Analytics Tools Map business needs to key
- Discuss authoritative data
- opportunities, & environmental Identify challenges,

- Solution architecture
- requirements outcome & rationalize Consolidate workshop's
- architecture Develop high-level solution
- Discuss requirements in the context of vendors' offerings
- Refine requirements
- Shortlist vendors

- Develop vendor selection tactics and approach
- Define the Select and Implement Project
- Create use-case scenarios for vendor demos
- Develop vendor demo script
- implementation strategy Define high-level
- Define high-level implementation roadmap

We are the world's fastest growing IT research and advisory company.

Our Mission is to provide better research than anyone.





About Us

Info-Tech Research Group is the world's fastest growing information technology research and advisory company, proudly serving over 30,000 IT professionals.

We are, by far, the most innovative firm in the industry and we pride ourselves on providing better research than anyone.

Since 1997, we have been helping CIOs and their teams evolve from fire fighters to innovation champions.

We produce unbiased and highly relevant research & tools to help IT leaders make strategic, timely, and well-informed decisions that drive IT improvement.

We partner closely with IT teams to provide everything they need – from actionable tools to in-person analyst guidance – to deliver measurable results for their organizations.

The Info-Tech Advantage

Our Data-Driven Insight Program enables IT organizations to objectively measure their performance, develop key initiative plans with role-based roadmaps, access our innovative research and industry experts, and systematically improve performance year over year.

We move beyond reports, providing in-person experiences and expertise that drive sustainable IT improvement.

As the fastest growing and one of the top 10 largest IT research and advisory companies in the world, Info-Tech is well positioned to address your key IT strategic initiatives and provide state-of-the-art technical analysis on a variety of IT subjects.

How We Deliver – We deliver the level of support that best suits your needs:

- Do-it-yourself tools, best-practice methodologies, and final deliverables
- Guided implementations to give you on-demand project support when it really matters
- Four to five-day on-site workshops for critical projects
- Longer-term consulting to provide assistance across the entire project

Toolkit DIY



"Our team is managing help keep us on track." use some check-ins to the project but could

& resources would save project but some tools capability to run this

"Our team has the

us time and effort."

Implementation Guided



this project and make immediate progress. "We need to kickstart

Workshop



Consulting



knowledge to take this assistance through project on. We need have the time or the "Our team does not the entirety of this project."



The Challenges of an IT Leader

IT issues are as numerous as they are complicated, and being an IT leader has never been more complex.

- Business needs change rapidly, and reactive, ad hoc department improvements are not as effective or repeatable as systematic improvements.
- It's impossible to manage an IT department in a systematic and reliable way without detailed data, so objective measurement of IT performance is an absolute requirement.
- IT leaders struggle to engage their staff and clearly establish accountability around core department processes. Without this clear ownership and accountability, processes cannot be improved.

Our Solution: The Data-Driven Insight Program

Info-Tech enables you to tackle all of these challenges through our Data-Driven Insight Program — a continual improvement process that will help you work towards a singly paramount goal: increased business satisfaction.

STEP

Objectively measure IT performance using our Data-Driven Insight Program.

Establish IT

Move from a subjective to objective measurement of IT performance

Performance Measurement

Step 4

Create
Roadmaps For
Key IT
Executives

But cland deploy key initiative plans for your team

Step 5
Utilize Tools
and Best

Practices for

Key Products

Accelerate your projects with methodologies and practica tools

ald Step 2

Build a Data-Driven Strategy

Use data to decide which T ssues really matter.

Establish clear ownership and accountability

Processes

Manage Core IT

& Step 3

Leverage
Executive
Coaching
Through the Year

Use high impact, low effort experiences that enable your team to get the job done faster and more successfully.

Step 7

Measure Year-Over-Year Improvement

Use a measurable and

systematic approach to mproving your department

Page 12

Step 1 🖺

Build your IT Strategy based on data not guesses

measurement of IT performance. Move from a subjective to objective

data-driven IT strategy We help you systematically collect the data you need to create a





Set Goals for Your Team & Align to Business Needs

Rally your team behind a big picture goal that is more than a deadline increase stakeholder satisfaction.



Understand Needs & Allocate Resources more Effectively

Stakeholders have complex needs, understand their priorities and the details behind their satisfaction with core services.



Objectively Measure IT Performance & Prove Your Merit

Confidently report year-over-year improvements to key stakeholders. You deserve to be recognized.

Utilize our programs to Objectively Measure IT Performance

35% of IT Leaders are highly misaligned with their CEO on the target role of IT.

- Find out the needs of your stakeholders.
- N get to the facts Move beyond opinions and
- (w) to the business Find out what is important





IT Capacity and Value

| Baseraer | Capacity |
|----------------------|---------------------------|
| Samewrit | ity Metrics Dependency |
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IT Relationship Satisfaction

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Business Satisfaction and Importance for Core Services The one services of the core service of the memorian when determining what if should focus on the most satisfaction offer the longest area of improvement for it of the business should be supported to the form to the core of the

INFO-TECH

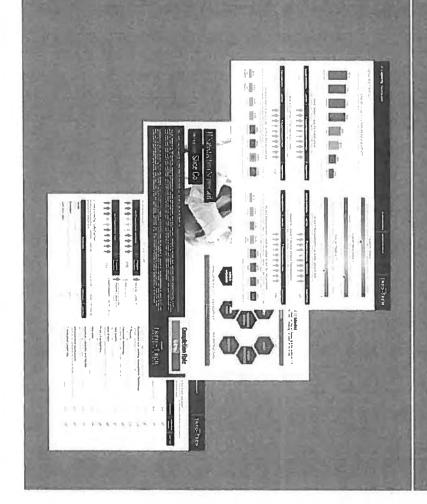
| Core Serves | Satudacton | Computed to Org. | Importance Ranking | Last Visas |
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| Service Desk Satisfactor with responsiveness and rifett renealed service pers | | 4 | 3 rd | ţ |
| Work Orders | | ♦ | γ^{lh} | ì |
| Network & Comm Infrastructure | \$6 × | 4 | 12 | r |
| Data Quality Succession on the course easier on account take | 774 104 477 | sn a² → | 쟠 | , |
| Client-Facing Technology Saidled on white-experience and effectiveness | 453 | ્યુ (ક | 27 27 | , |
| Projects Set elegant with large capationent or corporate projects. | EDA ELLI 18 ⁴ | ±6.54 ♣ | 49 | Ť |
| IT Policies Satisfaction with solesy designant enforcement actions security, governance etc. | 50% | 4 | 13 | 1 |
| Requirements Gathering Sanductors with Bata ship to wicertains and support the budness | \$ E3 | 93. 4 | D ₁₁ | - (|
| Analytical Capability and Reports Setstanon with effective careable reports sustain reports assembly to generate business or gree on his to generate business or gree | 35 | 57. | Q# | į |
| IT Innovation Leadership Canchausen with providing apportunities or imposition and more the castless. | 다. 다. | 4 | 9th | , |
| | | | | |

CIO Business Vision

The most important thing IT can do is understand business needs and actively measure business satisfaction

Info-Tech's CIO Business Vision program is a low effort, high impact program that will give you detailed report cards on the organization's satisfaction with IT's core services.

Understand your key business stakeholders, find out what is important to them, and improve your interactions.



- Measure overall business stakeholder satisfaction
- 2) Highlight the business impact of IT constraints
- Understand & manage individual stakeholders
- Collect feedback by department to clearly understand needs



Step 2 皿 Begin using a fact-based, data-driven approach to managing IT.

Objectively identify what needs to improve with robust, member-tested diagnostic programs

We help members tackle key IT issues through data-driven decision making. Justify that IT spending provides the most value to the entire organization by focusing on business satisfaction. Our programs are the key to comprehensive alignment with the business.

Our diagnostics survey your key stakeholders and phovide you with an objective measurement of your department's performance. Once performance is accurately measured, it can be improved — dramatically.

We survey your CIO, your executive stakeholders, and your team to gather objective feedback on your department's strengths and weaknesses.

- 1. Choose from our selection of Diagnostic programs
- Tell us who your stakeholders are and we'll administer the survey to them.
- 3. We tabulate your results and publish your final report.
- 4. Our analysts present you with key insights.

Info-Tech's diagnostic programs are unique to the industry and are key differentiators of our service offering.

areas more clearly than Info-Tech some time but none of them have been able to give us analytics that spell out the trouble A number of firms, including the Big Four, have been in the 'giving us advice' business for

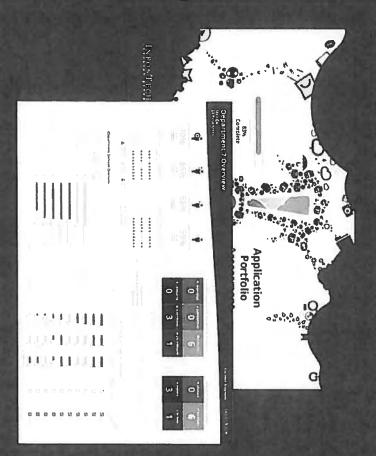
Fortune 100 Firm Logistics

App Portfolio Assessment

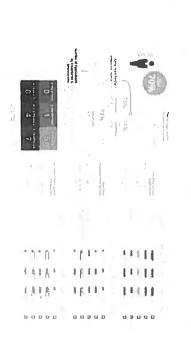
Determine which applications to retire, upgrade, re-train on, or maintain

Application portfolio management is nearly impossible without an horest and thorough understanding of end-user sentiment.

The Application Portfolio Assessment program helps you determine what users really think of IT's applications.



-) Take stock of your current application portfolio
- Assess the health of your portfolio by identifying which apps are not providing business value
- Identify cost saving opportunities by showing you which apps are not being used
- Manage end user needs by department and seniority

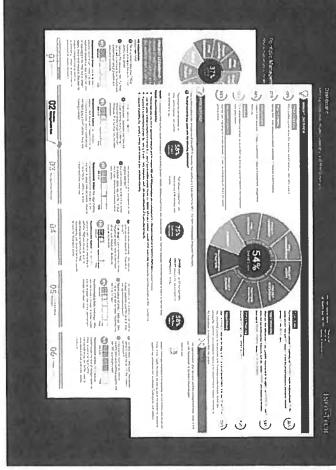


PPM Diagnostic Program

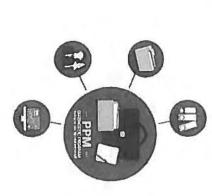
Collect the data you need to understand and optimize your PPM practices

The Project Portfolio Management Diagnostic Program is a low effort, high impact program designed to help project owners assess and improve their PPM practices.

Gather and report on all aspects of your PPM environment in order to understand where you stand and how you can improve.



- Assess your current PPM practices and build a roadmap
- 2) Understand project customer needs through feedback
- Analyze your PPM environment with data and context, then drive success with tailored recommendations and insights.
- Optimize your PM practices through end-to-end analysis and customized tactical recommendations.

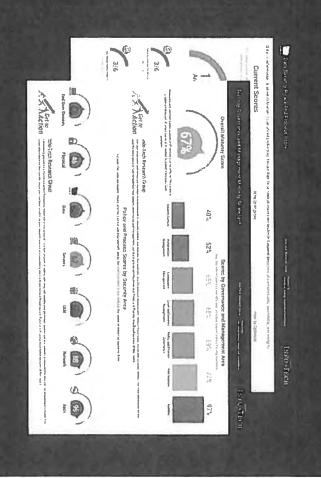


IT Security Diagnostic Program

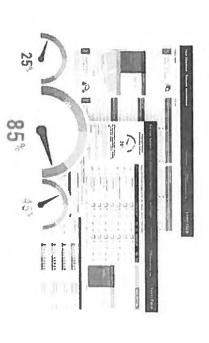
Collect the data you need to effectively manage IT Security

This program will help you understand each process governance area including.

- Auditing
- Compliance management
- Event and incident management
- Risk analysis
- Security culture
- Vulnerability management



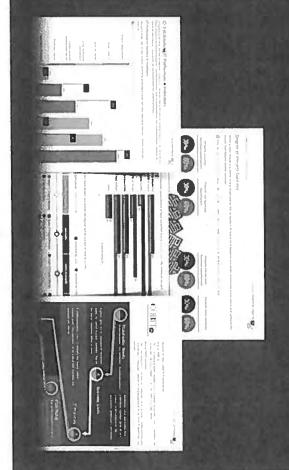
-) Assess current operations based on best practices
- 2) Measure business satisfaction and identify security needs
- Improve targeted IT Security areas



CEO-CIO Alignment Program

67% of CIOs & CEOs are not aligned on the target role for IT and 49% aren't even aligned on current IT performance

- Short 20 question survey on IT Direction and Execution
- Complete with your CEO, CFO, COO, and/or whoever your manager is
- Road-tested with dozens of CIOs, CEOs, and Business Executives



-) Evaluate IT Fundamentals
- Align IT with Business Priorities
- Establish Performance Indicators
- Invest in Technology & Innovation



Infrastructure - End User Feedback

Find out what users really think of IT services

Determine which IT services need to be addressed to meet the demands of the business.

Evaluate IT core service capabilities.

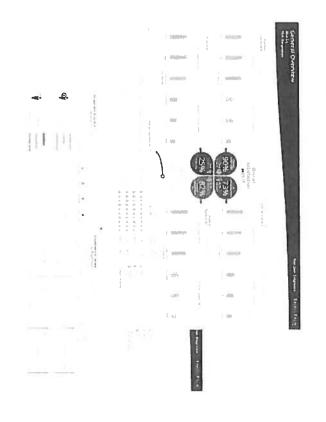
Evaluate importance and satisfaction with core IT services, with drill-downs by seniority and department.

Assess business enablement and IT communications.

Get end-user feedback on IT innovation & agility, and how technology enables them to do their job. Find opportunities to improve IT's reputation and assess IT's receptivity to feedback.

Provide targeted department feedback.

Focus on the right end-user groups or lines of business to ramp up satisfaction and productivity.



Vendor Selection

- 80+ customizable Vendor Landscapes^{**} to help you select the right technology solution
- New Vendor Landscapes published weekly and updated annually or as needed

Vendor Landscape topics are chosen based on market and member demand, and Info-Tech works with the individual vendors to gain an in-depth knowledge of that particular solution. Info-Tech firmly believes in providing unbiased research; therefore, all Vendor Landscapes are written from a staunch perspective of objectivity.

What's Included:

- A matrix that enables clients to adjust vendor rankings based on the features and offerings that are most important to them.
- 2. An in-depth report that:
- a) Explains how vendor rankings are broken down,
- Reviews each vendor and solution considered in the Vendor Landscape,
- Provides insight and best practices related to that technology.
- Unlimited analyst calls to discuss the various technology solutions and features you should consider for your organization.

Our members find Vendor Landscapes to be extremely helpful in narrowing down their technology solution choices and making easy yet well-informed decisions.

Example Vendor Landscape: Content and Email Archiving



• Camparage

Negotiation Contract

Secure the right deal and save thousands to millions of dollar.

can review the contract, identify business risks, and provide storage, data center co-location) to our analysts so that we Send your purchase or renewal contracts (e.g. Microsoft, SAN

your contract negotiation process. appropriate feature options, and general best-practice tips for tailored insight into potential savings, compliance issues, Through a phone consultation, our analysts provide you with

fee for this valuable service. any savings realized from this service or charge an additional Unlike other vendors, Info-Tech does not take a percentage of

review and provide any additional advice we may have After your call, we send a follow-up report to summarize the

agreements, business plans, and requests for proposal the review. Document reviews include procurement be extended into a series of calls depending on the scope of Document review calls are scheduled, one-hour calls but can

Savings Found

\$48,625,550

op Purchases Upomized

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#2 - John Center In Establish

#2 - Inch Jehn Establish

#5 - Inch Jehn Establish

#6 - Inc

Paris - propress rateriae a ideas "CCTS artinues incomatad invisional action testign retail Aleas virtual paeticiping विस्तानामक शहर जनवान्तु वर्राय करेता ने क्षिणांव वर्ष गणांकरते. उत्तव जनक हान्यवाण वर्ष महरदार वर्षमांव वर्ष जनवृक्ष्णित गणांव

Specs and Feature

Terms of Service Cost per Unit

Guidance You Need

Licensing

ARTIN JALK FRA MADATUTIRE FOGFATTIG ALABASKA SIEGINISTA KULBÜLERT, SKRETE FLEKTÜRIKE OSTON SILEN BÖLÜE, ROTUSEL

Specify term to text felice and reproduction accordingly

Discount Levels

HALF DECEMBER OF STATES OF

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Job Description, Policy & Template Library

Never start from scratch again. Use our library of practical tools and customizable templates.

140+ Job Descriptions including:

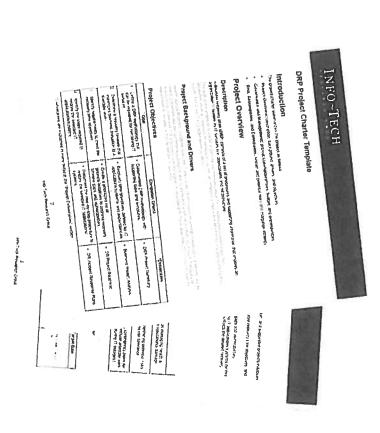
- Application Development Manager
- T Asset Manager
- Scrum Master
- Chief Data Officer
- Network Engineer

1300+ Templates including:

- SOP Template
- Strategic Plan Template
- **IT Steering Committee Charter**
- Data Center Relocation Project Charter
- Project Plan Template

90+ IT Policies including:

- Internet Acceptable Use Policy
- Patch Management Policy
- IT Triage and Support Policy
- Change Management Policy
 Email Acceptable Use Policy





Step 3 A Use best-practice training and implementation assistance for your entire IT executive team.

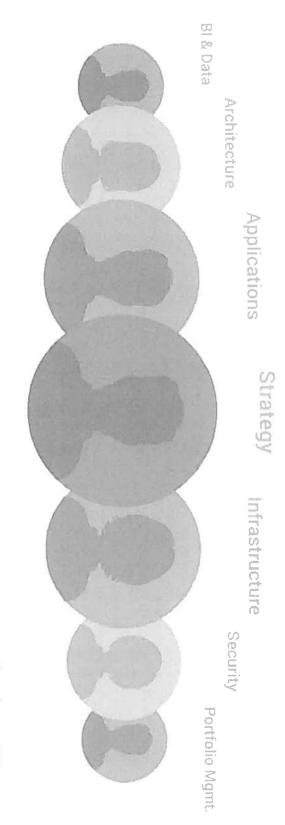
those key initiatives. achieve improvement, establish which team members will lead Once you know the direction your IT department needs to take to

core IT processes. Building core IT processes is the single most Project success or failure depends of the strength of the underlying important component of any IT manager's job.

> based in COBIT and ITIL that helps you improve performance. comprehensive and connected set of 45 core IT processes Our Management & Governance Framework is a

research in a wide range of IT topics including: Use our Framework to empower team members with targeted

Empower your entire IT team with targeted training on a wide range of IT topics including

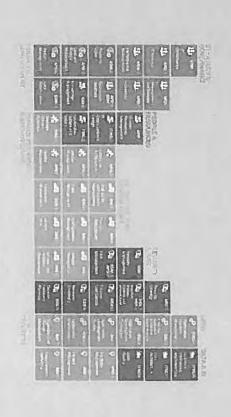


Page 25

Step 3 &

Task your team members with owning IT processes.

Match people to processes to ensure your team is accountable and ready to succeed.



Use the Management & Governance Diagnostic to



Understand the Business

Reach a consensus on what the business' most critical priorities are for your IT department.



Map Your Processes

Ensure every process has an owner and that no single person is accountable for too much



Set Goals for Your Team

Get key IT leaders to commit to a process improvement timeline, and hold them accountable to it.

Ош Taxonomy: Management & Governance

GOVERNANCE STRATEGY &

EDMOT

Governance

AP002

F

APO01

IT Stratogy

Management and Policies

RESOURCES PEOPLE &

Management & Governance Framework

help you optimize and improve your core IT processes A comprehensive and connected set of research to

INFO~TECH

APPS

TRG0

P

ITIRGU5

Intelligence Business

Application Portfolio Management



8

SECURITY & RISK

Strategy

9

D\$\$05

8

DSS06

9

BAIKIS

Security

Process Controls and Internal Audit

Application Development Throughput





| Data Quality | |
|-----------------|-------|
| | 11760 |
| | ₹ |



Business Value

Stakeholder Relations

Organizational

Enterprise Architecture

Availability and Capacity Management

Management Change

Management

Compliance

External

Performance Measurement

Innovation

Resources Marlagement

& OPERATIONS INFRASTRUCTURE MEADI

F

APO04

APOOT

EDM02

APOG8

FFN601

4

APO08

b

BAIDE

b

BAIGS

8

APO12

8

MEA08

9

Cost and Budget

Knowledge Management

Service Management

Asset Management

Management

Configuration

Release Management

Continuity

APOGO

BAJOB

TRG02

4

APOGG

1

BAIDS

L

BALLO

1

BAIGT

8

DSS04

Management

APOTO

60

EDM04

TRGOS

4

APO!

3

PSS

b

DSS02

b

DSSG

8

DSSU4

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Disaster

Recovery



PROJECTS PPM & Management Organizational Change Requirements Gathering

Management

Cost Optimization

Manage Service Catalogs

Quality Management

Operations Management

SerVice Desk

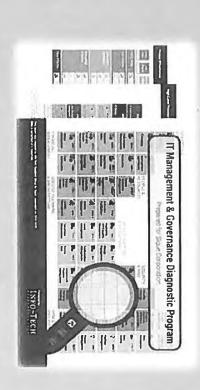
Incident and Problem

Management

Vendor

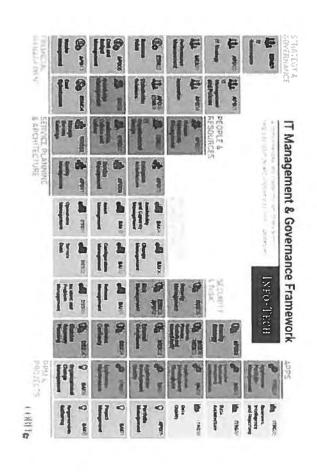
IT Management & Governance

Assess the importance and effectiveness of your core IT processes



The difference between an IT department in firefighting mode and a business partner is strong core processes.

- Understand your current IT process landscape
- 2) Determine the most critical IT processes
- 3) Create your process improvement roadmap
- Assign process ownership and accountability



Step 4 💆 Create Roadmaps for Key IT Executives

process maturity & sustainable IT improvement Utilize our Role-Specific Roadmaps to drive

and manage core IT functions to systematically improve performance Get support for your IT leadership team. Our Roadmaps help you build

envision your target. strengths and weaknesses of your current state as well as help you Each Roadmap includes a series of diagnostics to help you assess

drive increased business satisfaction. projects that are proven to enhance your department's capability and We provide you with tools and training to help you succeed at key

Step-by-step initiatives ensure that your IT leadership team has a plan in place for creating real improvement over the course of your

pressing IT issues Pick the Roadmaps that are right for you so you can tackle your most



Key Initiative Plan



Applications Key Initiative Plan



Key Initiative Plan Infrastructure



Key Initiative Plan Vendor Management



Security Key Initiative Plan



Key Initiative Plan Enterprise Architecture



Business Intelligence Key Initiative Plan

*



Key Initiative Plan Portfolio Management

DATA-DRIVEN INSIGHT PROGRAM

CHIEF INFORMATION OFFICER

KEY INITIATIVE PLAN

Over 57% of QID's are made igned with their CEO's as to the range (no it around 19 Find our டு Step 4.1 <u>ய</u>ி Gain CEO-CIO Alignment Only 25% of Business Leaders are supporters of IT. Find out what is impurability Define the CIO Business Vision Step 4.2 Ш effectiveness below 50% Man your Process Step 4.3 IT Leaders rate thair core process Governance Assess IT Management &

Business Stakeholders are 10 fines or ne filely to be highly satisfied with IT if there is an effective IT Strategy is place. Build Your ⑤ Step 4.4 Ш IT Strategy Strategic charge means new processes and skills. Organizational Design validensure that Step 4.5 Ш you build the Hight team. Design Assess Your Organization Step 4.6 IIII 48% of CIO's overestimeterne size of their page as your CFO next budget. Make sure you're on the same Refine Your ∏ Budget

digit growth. and management 58% skellende liouble Of CIO's who rate highly in digital leadership Adopt a Customer Centric Digital Strategy (E) Step 4.7 [J] Pan to achieve effective Governance. Governance is the number one pr Establish Your IT Governance Step 4.8 Ш rediction as 82% of erganizations update their management strategy for enterprise risk at teast once per year. No why doesn't 179 Step 4.9 📶 Optimize Risk Management

DATA-DRIVEN INSIGHT ס ROGRAM

FRA KEY INITIATIVE STRU 07 C PLAN RE

🕒 Step 1 🔟

Satisfaction Assess End User

Use data driven insights to thoroughly understand end-user sentiment toward IT services and

Step 2 3

Optimize Your Service Desk

Increase End User Satisfaction by providing timely and effective responses to by providing requests and resolutions of a THE GENTS

> Step 3

Exploit Disrup tive

New technology will disrupt IT infrastructure, putting your role and your company at risk. Develop a simple process that prepares for emerging Technology ocess that prepares for emerging before it's too late.

⑤ Step 4 国

nfrastructure Assess your Core

canon and lays a foundation for your weaknesses in your infrastructure service Tur comprehensive diagnostic exposes

> Step 5 -5

Road Build your Infrastructure planning and communicating the future o Keep agility and stability in focus while

your infrastructure practice

Step 6 E

Recovery Plan Create an Effective Disaster

Stop just satisfying auditors, and start actually protecting the business

0 Step 7

E

Extend the Service Desk

Leverage your higgest strength by applying your service management expertise to other corporate processes

Step 8

1

Optimize Operations

prioritization and continuous improvement Take IT service efficiency to the next level through rigorous SLA management, effective

> Step 9 E

巴曾 l a Business Continuity

Since 911, over 1/3rd of all BCP initiatives are driven by regulatory compliance the other 2/3rd are already doing what singht for the

DATA-DRIVEN INSIGHT PROGRAM

KEY INITIATIVE PLAN APPLICATIONS

Step 1 Lill

Assess Your App Portfolio

understanding of their application portfolos 12% of organizations co not have a fu-

> Step 2 厚

Roadmap Define Your App Strategy &

modern.z ng their applications landscape is 57% of organizations believe that

E

Optimize Your Requirements Gathering Process

requirements. Don't be an the wrong end of

Step 4 E

Software Implementation Govern & Manage a

over budget, 38% are over time, and deliver Un average, both of large S/W projects are 17% less value than or ginally projected

> Step 5 E

Optimize Application Development

development throughput as highly effective Only 14% of organizations identify their

> Step 6 匡

Embed Quality in your Development Processes

© Step 7 E

Strategy Build an App Maintenance

Sulfwer all maintenance streactive, Establish a business a igner plan for maintaining the most important applications

Step 8

Excellence Establish an Apps Center of

realization postigo-ine Make sure you have a program to drive benefits benefts from their LRP impementations 53% of organizations lessive less than half the

Step 9 III

Adopt Business Process Management

good BPI initiative car result in a 50% reduction in labour costs

KEY INITIATIVE PLAN

| © |
|----------|
| Step |
| |
| E |

Diagnose Security Issues

news over the past lew years, 94% of companies stuck in reactive mode for operations. Despite all the security related head mes in the

Step 2 III

Build Your Security Strategy

operations out of reactive "block and tackle" handing security issues, Elevate your security models and become a proactive juggerraut 90% of companies are still in reactive mode when

Step 3

Framework Establish a Policy and Audit

their policy control rather than using their business Many companies at It use regulatory governance as DNA to dieate policy iniake policy work for you to

Step 4

Develop your Risk Management Program

assess risk It's easy to nesoribe the value of how to manage the risk. risk management, but the question becomes

Step 5 📶

Effectiveness Control **Establish Mitigation**

controls become obsolete over time. Being able to The IT landscape evolves every 3 years, and security measure mitigation effectiveness leads to security

Step 6

Security Development **Adopt Human Centric**

cannot prevent untrained humans from providing endineering against humans. The best technology The #1 method of penetration by hackers is social hackers with ontical access information.

Step 7

Capabilities Develop Your Incident Response

ceart with can make or break an organization. Poor Security incidents are inevitable, but how they're noident response negatively impacts the Business s few a dq muli

Step 8

Build Your Metrics Program

analysis systems can only be as effective as the strong metrios program to achieve intelligence. information that is supplied to them. Design a There is a vast number of security metrics, and

Step 9 Juli

Optimize Your Budget

improperly seen as a cost center. Help your Cfor years, security operations have been Suite and Board of Directors see the value of

DATA-DRIVEN INSIGHT PROGRAM

KEY INITIATIVE PLAN PORTFOLIO

Step 1 🔟

Assess PPM Current State

City 51% of project hours are spent productively. Find out how your organization compares and what actions to take next.

Step 2 Lill

47% of organizations have an unmanageable list of projects in their ach evable plan, backlog, Start the year with a realistic

> Step 3 E

Assess Your Project Portfolio **Build a PPM Strategy**

improve both planning and execution

Step 4

Project Management Assess Your

On time, On budget, Within scope, High quality, Hebry sponsors, Habby teams,

Step 5

Success Create Project Management

Organizations are only 58% satisfied with the quality of their project results. Establish

Step 6

Adopt OCM Best Practices

adoption, yet few organizations make someone accountable for OCM. ensures successful deployment and Organizational Change Management

Step 7 Lill

Establish a Benefits Realization

Make it easier to measure success from your projects

Process

Step 8

Optimize Resource Management

Two thirds of IT project tasks could be better

Step 9 E

Satisfaction Report Build a Customer

constraints model of time, cost, and scope customers still think about the three-Despite the movement towards Agile

ENTERPRISE ARCHITECTURE

KEY INITIATIVE PLAN

Step 1 🔟

Capabilities Assess & Optimize Your EA

Enjoy a 30% end-user computing cost satisfaction & integration.

Step 2 🔟

Principles Adopt 10 Universal EA

system solution guidelines artisulated. drainatically reduced by having concise The 80% large project failure rate can be

> Step 3 E

Build Your Service Management

Roadmap

building a strong foundation of valueble to deliver advanced IT services without Ave dibeing one of the 66% who fall by trying

Step 4 lill

Develop Your EA Vision

success by gaining stakeholder support through a clear EA vision.

> Step 5

Business Architecture Bridge IT & the Business with

articulating business process needs and Gain a 30% project effectiveness by cleaning

> Step 6 E

Catalogue **Build a User Facing Service**

a user-facing service catalogue Dramatically improve user's adoption of IT services and thus their efficiencies by building

Step 7 📶

Adopt Service Portfolio Management

investments, build a balanced portfolio of Just as you manage and adjust

Step 8 🔟

Business Needs Create Service Metrics that Meet

92% of IT leaders 'ee IT falls short on demonstrating their business value.

Step 9 IIII

Establish EA Governance

Enterprise Architecture without balancing the engagement and use. need for controls with the desire for business Cempanies can't realize the benefits of

DATA-DRIVEN INSIGHT PROGRAM

BUSINESS INTELLICENCE KEY INITIATIVE PLAN

0 Step 1 Lift

Greate a Data nagement

the right people, at the right time. However, 58% of organizations list "accessing relevant, timely or reliable data" as their Practice ideally, the right information should go to biggest obstacle.

> Step 2 E

Establish Data Governance

investment. Set the right data to the right people at the right time with an enabling governance structure 92% of companies believe that data governance is worthy of ongoing

> Step 3 1

Conquer Data Quality

Challenges
United States Postal Service wasted \$1.5 billion on sending mail to the wrong addresses Cutting corners on deta quality has serious bottom-ine implications

0 Step 4 III

Modernize Data Architecture

56% of financial firms put sloed, legacy data architecture as one of their largest data challenges. Step into the future while learning from the past with our approach to Data

Step 5 E

Optim ize Date Integration

rdet-invested business

Monetize Your Data with Master

Data Management
Companies with a successful MDM strategy had customer retention rates of 91%, compared with 62% for those who didn't. Translate your master data into

0 Step 7 E Architecture.

Build an Agile

Warehouse

66% of businesses reported a shortening of
their "decision window" in 2014, invest in a
data repository that gets the right data, to the right people, at the right time

> Step 8 H

Strategy Build a N ext Generation B

95% of organizations report data and analytics keep them on par with or ahead of their local/global competitors. Create a comprehensive strategy that facilitates data-driven decision

Greate Your Big Data

your differentiating

DATA-DRIVEN INSIGHT PROGRAM

KEY INITIATIVE PLAN

Step 1 Lid

Review Top IT Contracts for Savings

Info-Tech has identified over \$50 million in savings through our Contract Review process

Step 2

Improve Your Contract Negotiation Approach

niemiers ver operations budgets reducing is 5% this year. Adoptiouripest practices to nour cypuaric not leaving marroy on the rable

是3

Relationships

86% of thes toleral I budgate should have eather they work indpendents program eather the pyron value from your vendor

Step 4 Lil

mprove your Vendor Vlanagement Maturity

Nearly all organizations experience some kind of misalignment with their vendors and business partners.

Step 5

Develop an Audit Defense Strategy

65°, of organizations are out of complands with their software losi seaskeements

top o E

Formalize Your Vendor Selection

Charce year partie scattefully

Approximately 2/8 of companies wherst

er authlibudy liely on third parties

(Shep 7 Lill

Build Strategic Partnerships with Gritical Vendors

IF Executives identified Reactive Relationships and Poor Service Quality as primary issues with their outsourcing providers.

Step 8

Optimize Spending with Key Vendors

45's of 200's overestimate the size of their next budget. Drill down Wilhyour key suppliers to salibrate spenial forecasting

Step 9

Establish a Vendor Management Office

effinit investmentskinthis space

Step 5 🌣

Utilize Tools & Best Practices for Key Projects

Accelerate your key projects with Methodologies and Practical Tools that deliver measurable value.

Innovative Blueprints

We offer more than 450 do-it-yourself project and process Blueprints, developed by our industry experts to help our members save time and money when it comes to tackling their most important IT initiatives.

Included in these Blueprints are over 1,000 supporting tools and templates that give our members the edge they need to complete their IT projects successfully.

We spend millions of dollars annually developing consulting-quality tools and templates for every project so that you can get to action as quickly as possible.

Info-Tech's innovative Blueprints provide:

- Step-by-step methodologies and DIY project plans, presented in an impactful PowerPoint storyboard format
- Practical and easy-to-use tools, templates, and boardroom-ready deliverables
- Insights from over 34,000 other members

Example Project:

Modernize Data Architecture for Measurable Business Results

Phase 1: Plan your data architecture project and align it with the business and its strategic vision.

- Develop a Data Architecture Vision
- w Modernize Data Architecture Project Charter
- Data Architecture Strategic Planning Workbook

Phase 2: Evaluate the current and target capabilities of your data architecture, identifying performance gaps to build a fit-for-purpose practice.

- Assess Data Architecture Capabilities
- X Data Architecture Assessment and Roadmap Tool
- Initiative Definition Tool

Phase 3: Translate your planned initiatives into a sequenced roadmap.

- Develop a Data Architecture Roadmap
- Architecture Roadmap Presentation Template

500 powerful Excel tools, tailor-made to





Example Project:

Create a Right-Sized Disaster Recovery Plan

Create a Right-Sized Disaster Recovery Plan

Phase 1: Create a DRP pilot project charter

w DRP Project Charter Template

DRP Workbook

dependencies Phase 2: Identify key applications and

🗴 🗏 DRP Business Impact Analysis Tool

mitigate risks Phase 3: Identify projects to close gaps and

x DRP Project Roadmap Tool

Phase 4: Document your Incident Response Plans

× ■ DRP Incident Response Management Tool

Severity Definitions and Escalation Rules Template

Phase 5: Roll-out the DRP to Remaining Apps

DRP Pilot Results Presentation Templates

TAROLI BOX DRP Project Charter Template Concentration and Management tried the reportable and concents

Other Concentration and Management tried the reportable and concents

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Other Constitutions and Management tried the reportable and concentrations are concentrations and Management tried the reportable and concentrations are concentrations are concentrations and concentrations are concentrations are concentrations are concentrations and concentrations are concentrat Project Overview project Background and Drivers Project Objectives Children a grown to delight i pactorer from the children to delight i pactorer to the children Anthony time dones are between the co 2 Mito-Tach Response Group Trib Tech Research Group . DR Project Roadmillo * Districtions being with the Stoc and native colonia.
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Heliocit the circuit request. THE PARCENTS AND CHARGOLS SEE averungsland petralizing pur-OCCURTY PRIMITATION IN THEORY (I GARD)
OUT ATTRETO ADVICE.
AT HART CAMPORETE ADTINETRY PORWERS TOKE 404C Jagar, make life easier Templates that

With over 800 plan and policy templates at your fingertips, your team will never need to start from scratch again

Boardroom-ready deliverables

that give you credibility.

Example Project:

Review Microsoft Licensing

Phase 1: Establish Licensing Requirements

- Reduce Spend and Audit Risk
- Microsoft Licensing Effective License Position (ELP) Template
- w Microsoft Licensing Purchase Reference Guide

Phase 2: Evaluate Licensing Options

Understand the Organizations Effective License

Phase 3: Evaluate Agreement Options

Choose the Agreement Most Suited to your Organization

Phase 4: Manage Purchases and Licenses

Evaluate Resellers and Negotiate your License Management Agreement, Adopting Best Practices for Future

Changes in data scope, usage, and complexity require a shift in how data architecture is approached and performed

The capacity of traditional data storage and processing systems is limiting companies ability to leverage data effectively

Unstructured Date

And accessing objective and accessing objective and

Regulatory Changes



now manage require a re-The volume velocity, and venety of data that organizations must

The growing number of types and formats of source data materials are made midward of underlying data standards

Realing steinnedt of transjord regulatory / legal en litorisiens require en agde end sekkonstive date anchieksture

Deliver presentations prepared by our analysts to easily impress you imal effort

Job Description, Policy & Template Library

Never start from scratch again. Use our library of practical tools and customizable templates.

140+ Job Descriptions including:

- Application Development Manager
- IT Asset Manager
- Scrum Master
- Chief Data Officer
- Network Engineer

1300+ Templates including:

- SOP Template
- Strategic Plan Template
- **IT Steering Committee Charter**
- Data Center Relocation Project Charter
- Project Plan Template

90+ IT Policies including:

- Internet Acceptable Use Policy
- Patch Management Policy
- IT Triage and Support Policy
- Change Management Policy
- Email Acceptable Use Policy



DATA-DRIVEN INSIGHT PROGRAM

Step 5 🌣



| Email & Messaging | Worker Content Creation | Worker Collaboration | Collaboration & Productivity Apps | Database Optimization | Content & Document Management | Data Management | Information Management | CRM Sales, Marketing & Customer Support | ERP Optimization | Human Resource Applications | Enterprise Applications | Analytics, BI & Reporting | Enterprise Integration | Systems Integration | Projects & Technology | APPLIC |
|-------------------------|---|-------------------------------|---|-------------------------|---|----------------------------------|-------------------------------------|---|--------------------------------|-------------------------------|---|--|----------------------------------|-------------------------------------|--------------------------|----------------|
| Enterprise Architecture | Business Arch, Business Process & Workflow | Architecture | Quality Assurance, Testing & Deployment | Application Maintenance | Application Maintenance | Project Management | Organizational Change Management | Project Management Office | Requirements Definition | Vendor Management | Quality Assurance, Testing & Development | Application Development | Application Portfolio Management | Application Selection & Development | Management & Governance | APPLICATIONS |
| Asset Security | Network Security | Security | Voice & Video Management | Network Management | End-User Computing | Network & Communications | Cloud Strategy | Asset Management | Server Optimization | Storage & Backup Optimization | Data Center & Facilities Optimization | Availability & Capacity Management | Outsourcing & Co-Location | Infrastructure | Projects & Technology | INFRAST |
| | 1 | | | | Risk Management | Security Menagement | Security & Risk Management | Operations Management | Service Management | Manage Budgets & Costs | Service Desk | Availability & Performance Management | DR and Business Continuity | Operations | Management & Governance | INFRASTRUCTURE |
| | Innovation Management | Innovation | Data Architecture | Enterprise Architecture | Business Arch, Business Process & Workflow | Application Portfolio Management | Architecture | Disruptive Technologies | Mobile Application Development | Trending Technologies | Analytics, BI & Reporting | Data Management | Enterprise Integration | Enterprise Technologies | Projects & Technology | STRA |
| Vendor Management | Benefits & Value Delivery | Manage Business Relationships | Performance Measurement | Manage Budgets & Costs | Program & Project Management | Project Portfolio Management | Value & Performance | Compliance | IT Management & Policies | Cloud Strategy | Strategy & Alignment | IT Governance | Rísk Management | Strategy & Governance | Management & Governance | STRATEGY |

Data Architecture

Identity Management



Strategy & Leadership Selected Content

- IT Strategy
- Organizational Needs Tailor an IT Governance Plan to Fit
- Become a Strategic CIO
- Establish an Effective IT Steering
- Inspire an IT-Led Revolution
- Create Project Management Success
- Optimize the Change Management
- Roadmap Fast Track a Service Management
- Design & Build a User-Facing Service
- Develop an Enterprise Architecture Vision
- Meets Business Needs Establish a Service Metrics Program that
- Vendor Management
- Kick-Start IT-Led Business Innovation
- Management Best Practices to Maximize Adopt Organizational Change Project Benefits
- Purpose Quality Management Program Drive Efficiency and Agility with a Fit-for-
- Risk Management
- IT Organizational Design
- Transform IT through Strategic

Organizational Design

- Requirements Gathering
- Architecture Bridge IT and the Business with Business
- and Budget Five Secrets to Optimize Your People, Technology,
- Wow the CFO with an IT Budget That Value Delivery Demonstrates
- IT Performance Create a Culture of Recognition to Propel
- Establish the Benefits Realization Process
- Mitigate Risks Establish an Effective System of Internal IT Controls to
- Optimize IT Procurement
- Manage Stakeholder Relations
- Assess and Optimize EA Capability
- Move from Firefighter to Reliable Operator
- Management Take a Portfolio Approach to Policy
- **Architecture Principles** Adopt 10 Universal Enterprise
- Integration Make IT a Successful Partner in M&A
- Create a Dynamic Plan to Tackle HR

- Management Process Establish a Rigorous Problem
- Establish a Service-Based Costing Model
- Establish an Effective PMO for IT
- Make the Case for the Hybrid IT Operating
- Align IT with the Real End Customer
- Fast Track Your Team's Leadership Skills
- Transfer IT Knowledge Before It's Gone
- Make IT a Partner in Successful M&A Due
- Value-Driven EA Capability Covertly Establish a Business-Centric
- Working Manager Improve Your Time Management as a
- Get Ready for the Evolution of Vendor Management
- Revenue Generation Lead a Digital Transformation to Advance
- to Conquer Every Audit Take Control of Compliance Improvement
- Focus on Project Management Essentials
- Management Excellence Improve Accountability for Vendor
- Decode the Corporate Strategy
- Lead Staff through Change

Applications — Selected Content

Our research catalog currently offers more than 450 project and process Blueprints, and we are producing more every week. Below, and on the following pages, are a sample of our most popular Blueprints.

- Develop a Master Data Management Strategy and Roadmap
- Build an Applications Roadmap
- Optimize Project Intake Approval and Prioritization
- Grow Your Own PPM Solution
- Develop a Winning BI Strategy
- Establish a Concrete ERP Foundation
- Modernize Data Architecture for Measurable
 Business Results
- Manage and Maintain Data Quality
- Use Agile Application Rationalization Instead of Going Big Bang
- Develop a Project Portfolio Management Strategy
- Define and Deploy an Enterprise PMO
- Select and Implement a Business Intelligence and Analytics Solution
- Select and Implement an ESB Solution
- Establish Effective Data Governance
- Portfolio Management
- Develop and Implement an Effective

- Management Strategy and Roadmap
- Data Architecture
- Modernize Your Corporate Website to Drive
 Business Value
- Select and Implement a CRM Platform
- Vendor Landscape: Higher Education ERP
- Vendor Landscape: Mid-Market ERP
- Develop a Business Intelligence Tool Strategy
- Application Development
- Vendor Landscape: Enterprise Project Portfolio Management
- Optimize Requirements Gathering to Effectively Serve the Business
- Plan for Application Consolidation
- Implement Agile Practices That Work
 Optimize the Application Maintenance
- Vendor Landscape: Human Resources Information Systems
- Select and Implement a Customer

- Service Management Solution
 Build a Customer Relationship
 Management Strategy
- Build an Agile Data Warehouse
- Build an ERP Selection and Implementation Strategy
- Right-Size the Information Governance Program

 Develop a Mature Testing Practice to
- Develop a Mature Testing Practice to Produce Better Quality Applications
- Control the Policy Management Lifecycle
- Create a Comprehensive BPM Strategy for Successful Process Automation
- Vendor Landscape: Enterprise ERP
- Develop a Resource Management Strategy for the New Reality
- Implement Business Process
 Management BPM
- Implement Information Lifecycle Management
- Optimize the Organization's Data Integration Practices
- Develop APIs That Work Properly for the Organization

ntrastructure Selected Content

- Create a Right-Sized Disaster Recovery
- Management Plan Build a Security Governance and
- Standardize the Service Desk
- Improve IT Operations Management
- Develop a Business Continuity Plan
- Develop and Deploy Security Policies
- Select and Implement a SIEM Solution
- **Build an Information Security Strategy**
- Program Build a Security Awareness and Training
- Seize the Potential of the Internet of Things Today
- Plan and Implement Office 365
- Desk Software Vendor Landscape: Enterprise Service
- Build a Data Center
- Select and Implement a Backup Solution
- Process Optimization Not Just Peace of Create Visual SOP Documents That Drive
- Cloud Strategy
- Security Management Metrics Program Implement and Optimize an Effective
- Develop an IT Service Desk Strategy

- Select a Best-Fit DR Solution
- Develop Enterprise Mobile Applications with Realistic and Relevant Performance
- Incident and Problem Management
- Improve IT Business Alignment with an Infrastructure Roadmap
- Management Program Develop and Implement a Security Incident
- Management Vendor Landscape: Enterprise Mobility
- Consolidate Data Centers
- Create a Strategy and Roadmap for Office
- Management Strategy Develop a Comprehensive Hardware Asset
- Vendor Landscape: Endpoint Protection
- Vendor Landscape: Managed File Transfer
- Roadmap Master the Ever-Expanding Puzzle of End-User Computing with a Strategy and
- Vendor Landscape: Data Loss Prevention
- Effective IT Asset Management Reduce Costs and Audit Hassles through
- Improve IT Business Alignment through an Internal SLA

- Extend the Service Desk to the Enterprise
- Vendor Landscape: Cloud Management
- Select and Implement a Governance Risk and Compliance GRC Solution
- Implement Enterprise Mobility Establish a Right-Sized Release and Deployment Management Process
- Management
- Create a Configuration Management Roadmap
- Document the DR Plan
- Firewall Vendor Landscape: Next Generation
- Outsource IT Infrastructure to Improve Recovery System Availability Reliability and
- Build an Enterprise Security Plan
- Implement a Shared Services Model
- Manage Help Desk Staffing
- Prepare for a DRP Audit
- Exploit Disruptive Security Trends for 2015
- Desk Software Vendor Landscape: Mid-Market Service
- Stop Just Managing Capacity by Moving to a Capacity-as-a-Service Strategy
- Make Sure the DRP is Ready for a Disaster

Research Methodology

Info-Tech's research is written based on observed best practices, key implementation steps, world-class research, years of expertise, and encompasses a broad range of technology topics that provide a base knowledge for all technology leaders.

Research is designed to be action-oriented and outcomedriven, for example building an effective process for mobile device management.

All topics covered in our Blueprints are organized into four research silos – Applications, Infrastructure, Management & Governance, and Talent & Leadership – and then are further categorized based on more specific areas of IT such as Information Management, Network & Communications, or Innovation.

All of our project Blueprints, tool, templates, and other deliverables are easily found via the Info-Tech website.

Our research planning methodology incorporates new and emerging technologies while soliciting member feedback to ensure our research agenda covers the topics that matter most.

Some examples include: cloud computing, cloud storage, the latest offerings from Microsoft, data management, mobile device management, IT governance, and project management.

At Info-Tech Research Group, our research agenda is driven by three factors:



Projects our clients are working on



New technologies or processes that are adopted in the market



Insight and product knowledge of our

Research Process

The quality and credibility of the advice and recommendations contained in our bestpractice research is of the utmost importance to Info Tech. Each research project follows the same approach to ensure that sound research and analysis practices have been

Stage 1 - Project Approval

Each best-practice project Blueprint starts as a proposal for the Research Agenda. The project proposal outlines scope, client challenge, and client value. Each proposal is reviewed by a panel comprised of lead analysts, research management, and Info-Tech executives.

Stage 2 - Scope Refinement

The project team — comprised of lead, senior, and junior analysts — contacts clients and noted experts in the field. Clients are interviewed to clarify specific challenges and identify expectations for how the research would be of greatest value. Experts, including consultants, practitioners, academics, and authors, are contacted to understand leading opinions and practices. Secondary research is conducted by the team to determine the current schools of thought about best practices. With this information, the project team develops a draft point of view and set of hypotheses around best practices and insights that will be further developed during the course of the project.

Stage 3 - Analysis

Through additional analysis, hypotheses developed in Stage 2 are validated or refuted. The best-practice Blueprint, including the supporting tools and templates, and the workshop are developed. Research teams test conclusions and recommendations, and associated tools, with clients and experts who have agreed to provide feedback on project results.

Content Review: Weekly, research results and documents are reviewed with the research management team. The purpose of this review is to challenge and strengthen conclusions, explanations, and recommendations.

Stage 4 - Road-Testing

During project development, we test our research by engaging clients in on-site workshops. The feedback gathered in this workshop is incorporated into the final product.

Stage 5 - Executive Review

Once the best-practice Blueprint is complete, it is submitted for executive review. A panel of lead analysts, research management, and Info-Tech executives score the Blueprint to ensure the following:

- The recommended project steps are adequately supported by primary and secondary research
- The research insight is applicable to the target client group
- The recommendations are actionable and will yield measurable results
- The best-practice Blueprint offers tangible value for clients

team get the job done faster and with more success Use high impact, low effort experiences that help your

You have a tight budget, and you want to make the most of every dollar. needs, from DIY to full-on consulting That's why our services are flexible to give you the solution that fits your

Our Service Offerings



Step-by-step **Blueprints**



Implementations Guided



Workshops On-site



Consulting

Guided \ Implementations

On-call industry experts to help you and your team finish your projects on time with more success.

Expert Analyst Access

For every project you start, we have an expert analyst waiting to help you execute best-practices and stay on schedule.



Randy Hearn

Director of Research



Suanne McGrath-Kelly
Senior Director

© Become a Strategic CIO

| Execute | | | 15 18 10 | Į. | 7 | | Launch | | |
|--|------------------------|--------------------------|-------------------------------------|--|--|--------------------|---|----------------------|------------|
| Call 2 | Call 1 | Call 2 | <u>S</u> | Call 2 | Call 1 | සු | Call 2 | Call 1 | Call |
| Revise & Re-evaluate your Personal Development Plan | Track your Development | Manage your Stakeholders | Take Control of your Development | Evaluate Business Stakeholder Relationships | Evaluate Strategic CIO Competencies | Gather Information | Assess Business Stakeholder Satisfaction | Analyze Competencies | Activities |

Selection

- 80+ customizable Vendor Landscapes" to he you select the right technology solution
- New Vendor Landscapes published weekly an updated annually or as needed

Vendor Landscape topics are chosen based on market and member demand, and Info-Tech works with the individual vendors to gain an in-depth knowledge of that particular solution. Info-Tech firmly believes in providing unbiased research; therefore, all Vendor Landscapes are written from a staunch perspective of objectivity.

What's included:

- A matrix that enables clients to adjust vendor rankings based on the features and offerings that are most important to them.
- An in-depth report that:
- a) Explains how vendor rankings are broken down,
- Reviews each vendor and solution considered in the Vendor Landscape,
- Provides insight and best practices related to that technology.
- Unlimited analyst calls to discuss the various technology solutions and features you should consider for your organization.

Our members find Vendor Landscapes to be extremely helpful in narrowing down their technology solution choices and making easy yet well-informed decisions.

Example Vendor Landscape: Content and Email Archiving



can review the contract, identify business risks, and provide storage, data center co-location) to our analysts so that we insights. Send your purchase or renewal contracts (e.g. Microsoft, SAN

appropriate feature options, and general best-practice tips for your contract negotiation process. tailored insight into potential savings, compliance issues, Through a phone consultation, our analysts provide you with

any savings realized from this service or charge an additional fee for this valuable service. Unlike other vendors, Info-Tech does not take a percentage of

After your call, we send a follow-up report to summarize the review and provide any additional advice we may have

agreements, business plans, and requests for proposal the review. Document reviews include procurement be extended into a series of calls depending on the scope of Document review calls are scheduled, one-hour calls but can

Savings Found

\$48,625,550

Top Purchases Optimized ±1 - Microsoft ±2 - Data Center Co-Location

| #3-DISCH AND EHLEMANIKS #3-SISCH AND EHLEMANIKS #4 SAN SICE BUE |
|---|
| |

exphaght discount negotiation appartunities in terms of institutional program or chaines discounts identify gaps and opportunities regarding proposed integrations installiation services plans/series customication details and risks Specify dem or und level cost negobilition opportunities

Discourt Levels

Henery proposed hardwore specs/COTS software capabilities to validate solution design meets needs without overtuiliding Our analysts reliev leach purchase against these criter a Each technology purchase requires a blend of insight across these elements

Get Started

Specs and Feature

Terms of Service Cost per unit

Guidance You Need

Licensing

Age, evg

Stop justifying your spending & start getting credit for the value your team delivers.

Step 7 P Measure Year-Over-Year Improvement

improving your IT department Utilize a Measurable & Systematic approach to



Table of Contents - Exhibit B - McLean & Company Services Pricing

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MHEC Membership Pricing

Membership Overview

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About Us

How We Deliver

Systematically Improve IT Performance

3.0 Systematically Improve HR Performance

Key Initiative Plan

Membership Overview

1.0 MHEC McLean Membership Pricing

| # of Advisory Seats | # of Reference Seats & Web Access (Additional Reference Seats \$100/month per seat less 5%) | Investment | Annual Onsite (Strategy Workshop) Membership | | |
|--|---|----------------------|--|--|--|
| 1 seat (available only to companies with less than 1000 employees) | Up to 9 | \$1000/Month less 5% | | | |
| 2 seats | Up to 18 | \$2000/Month less 5% | +\$1000/Month less 2% | | |
| 3 seats | Up to 27 | \$3000/Month less 5% | less 2% | | |
| 4 seats | Up to 36 | \$4000/Month less 5% | | | |
| 5 seats | Up to 45 | \$5000/Month less 5% | | | |
| 6 seats | Up to 54 | \$6000/Month less 5% | | | |
| 7 seats | Up to 63 | \$7000/Month less 5% | | | |
| 8 seats | Up to 72 | \$8000/Month less 5% | | | |
| Custom | Custom | Custom | | | |

- Content is not restricted by seat type & programs can be customized to teams needs
- Core Diagnostics are included with all Advisory Seat levels: HR Stakeholder Management, HR Management & Governance, 360 Degree Feedback, Michean Leadership Index
- New Hire, Full Engagement Survey and Exit Survey are included for up to 5000 employees for each Advisory seat
- Prices include standard surveys; customization can be done at an extra fee
- LEAP Seats can be used in lieu of an Advisory seat holder or purchased for \$600
- Price Escalation: The parties agree that the annual price increase, as defined as
 effective date, that affects the MHEC Price shall not exceed 5% or the United Sta

1.0 MEMBERSHIP OVERVIEW

Reference Seat Features



Core Project Research &

Instructional blueprints for Thought Leadership implementing proven methodologies.

Role-Based Research

CHRO

Talent Acquisition

Learning & Development

Total Compensation

Talent Management

HR Best-practices Research & Training

HR Framework

A comprehensive, connected methodology for improving core HR

processes.

Management Training

Access to our management training modules and materials to develop high-

impact leaders.

On-Demand Webinars

A full library of webinars available any time across core HR functions.

Additional Features



Tools & Templates

Powerful tools and ready-made templates to help your team identify what's wrong and take action.



Job Descriptions and **Policies Library**

Discover our extensive library of job descriptions and policy templates.

Advisory Seat **Features**

Includes all Reference Membership features, in addition to:

Systematic HR Improvement Program

Key Initiative Plans

Continually increase business satisfaction with step-by-step roadmaps

Quarterly

Dedicated

Account

Manager

catering to every area of HR. Create real improvements over your membership through scheduled progress

calls with your dedicated research analysts.

Research Calls

Your dedicated Account manager will ensure you get the most value from your

Guided **Implementations**

membership. Our on-call industry experts help you and

your team finish projects on time and with better results.

HR Diagnostics

HR Stakeholder Management

HR Management & Governance

360 Degree Feedback

McLean Leadership Index™

Employee Engagement

New Hire

The simplest way to collect data and develop actionable insights.

Designed to help you understand the business needs and measure satisfaction.

Achieve HR-business alignment using stakeholder perspectives and priorities.

Improve employee development and performance.

A single question that delivers powerful leadership feedback correlated to employee engagement.

Systematically measure and improve employee engagement.

Understand first impressions to improve future recruiting, onboarding, and

training initiatives.

Identify trends and address issues Exit leading to employee departure.



2.0 ABOUT US

McLean & Company is a rapidly growing HR Research and Advisory organization, proudly serving over 30,000 professionals worldwide. Our focus and mission is driven by the insights and challenges of our member base. We help HR leaders make strategic, timely, and well informed decisions and then implement high-impact solutions.

McLean & Company is a division of Info-Tech Research Group Inc., an organization that provides research, advisory and professional services to HR and IT organizations.

Our team of Analysts provides support throughout every stage, from situation analysis, strategic and program planning, implementation and measurement of outcomes.

We pride ourselves on offering insight that pushes beyond HR and can help guide strategy and operations in your company – helping you to build company-wide solutions, implement programs, plan for change, and achieve long-term business goals.

HR leaders and their teams select McLean & Company to:

- · Drive business-critical talent innovations
- · Systematically improve their core processes and governance
- Successfully implement critical Human Capital projects

The McLean Advantage

Our Evidence-Based Insight Program enables HR organizations to objectively measure their performance, develop key initiative plans with role-based roadmaps, access our innovative research and industry experts, and systematically improve performance year over year.

We move beyond reports, providing in-person experiences and expertise that drive sustainable HR improvement.

We partner closely with HR teams to provide everything they need – from actionable tools to in-person analyst guidance – to deliver measurable results for their organizations.

"We all want to improve our ability to make a positive contribution to our respective businesses. McLean & Company supplies the tools HR needs from start to finish on every project or endeavor a Human Resources Department is looking to embark upon. Whether you are beginning your journey or retooling the way you do things, McLean provides way more than a cursory overview or opinion, it provides the all-important 'How To'!"

Arvelia Bowie Vice President of HR Torchmark Gorporation



3.0 A STEP BY STEP

PROGRAM TO SYSTEMATICALLY

IMPROVE HR PERFORMANCE

Objectively Measure and Drive HR Performance across the Organization with our Evidence-Based Insights Program



Manage Core HR Processes

Late way form a product water expring to you'll be produced on that any time. Lagger empressions

Step 1

Build an Evidence-Based Strategy

Considered to the determinant of the control of the desired to the control of the

Create Roadmaps for Key HR Executives

Hit End has a grant

5047

Measure Year-Over-Year Improvement

Objectively no atomities, continuous to be teament headership at your face

540949

Leverage Executive Coaching Throughout the Year

A COMMAND AND A

above by

Use Tools and Best Practices for Key Projects

Furnish policy your to by purpose and the remark drug established and white the continues have also

DIY Toolkit



"Our team has already made this critical project a priority, and we have the time and capability, but some guidance along the way would be helpful."

Guided Implementation



"Our team knows that we need to fix a process, but we need assistance to determine where to focus. Some check-ins along the way would help keep us on track."

Workshop



"We need to get this project kicked off immediately. Our team has the ability to take this over once we get a framework and strategy in place."

Consulting



"Our team does not have the time or the knowledge to take this project on. We need assistance through the entirety of this project."



McLean & Company's

Key Initiative Plan

Our tailored roadmaps set you on a path to improve the capabilities that actually matter to your business

EVIDENCE-BASED INSIGHT PROGRAM

MEASURE KEY INITIATIVE PLAN

Step 1 📶

Step 2

HR Stakeholder Management

HR Management & Governance

Employae Engagement

Undurstand your stakeholders' (-IN needs and perceptions of LIP, as a critical first step is developing I-IP strategies that impact the organization.

Improve your LIM propiet success and LIM tunetions to provide superior business.

learsty opportunities for your organization to improve engagement and get the most exit of your valuable workforce.

EVIDENCE-BASED INSIGHT PROGRAM

CHRO KEY INITIATIVE PLAN

Step 1 📶

Step 2

Step 3

Build an Integrated People Strategy

An integrated people strategy notionly supports but thives organizational goals, maximizing the human capital contribution to the bottom line.

Effectively Manage Stakeholders

Stop guesting about stakeholders needs and priorities, invite regular feedback to increase trust and strategic collaboration across the organization.

Optimize the HR Department

Enhance your HR departmental structure, process technology, and capability to successfully executable value strategic initiatives.

Step 4

Step 5 III

Design an Employee Value Proposition

Develop an accurate, aligned, and applications! Di to reinforce your talent management strategy and abbrentiate yourself from key competitors

Build HR Capabilities

Ensure competencies and capacity me ready in time to meel strategin goals and understand what matters when redesigning HP.

Promote a Consistent Culture

Don't let a confusing enfluer in we some employees in disensy

Step 7

Step 8 Lill

Step 9 📶

Step 6

Manage Conflict in the C-Suite

Ensained that your C-suite has a healthy team dynamic will translate into success for

Develop as an effective CHRO

CI-ROs are often the "shapmesarts Children" when a comes to development, they must make the time is invest in developing theory lives.

Leverage Analytics

Concrate insight from HR data throughts community of HR analytics and persuasive storyte ling.

McLEAN &

all levels of the organization.

EVIDENCE-BASED INSIGHT PROGRAM

KEY INITIATIVE PLAN

O Step 1 Ⅲ

Develop a Strategic Workforce Plan

Confliget caught by automorphise Neet fulfule falent reatified entitle by taking action revive

Step 2

Build a Competency Framework

Technical the single most important two as

Step 3

Improve the PA Process

Bring performance management of the dark and terminates and engagement, and reduce organizational ensists.

⑤ Step 4 📶

Assess Talent

Take the Otros from a partly this local residue to a dynamic assessment that reveals hebber talent and because be tempore man every ampliance. Step 5

Improve Internal Talent Mobility

Prepare for humalroup within to effectively meet the needs of heligible sequentialism and your makeleer.

Step 6

Create a Succession Plan

Disentation public and agric elements in succession planning to keep your organization responsive in today's dynamic world; of element

⑥ Step 7 🔟

Retain Key Talent

Law preventative measurests cosure your talent special walks of the discre

Step 8

Develop an Inclusive
Organization

An inclusive culturens the key to unlessing the bundles of diversity

Step 9

Leverage analytics

scap the rewards of ill models introde a combination of ill analytic and oursus over stockfelling.

TALENT ACQUISITION

KEY INITIATIVE PLAN

EVIDENCE-BASED INSIGHT PROGRAM

Step 1 🔟

Develop a Strategic Workforce Plan

Plan't got paugint by surprise! Miss torare palant requirements by taking action now.

Step 2

Create a Talent Acquisition Strategy

Sover a proportional automosty using exotence opered as load so big the time tolers.

Com a list

Design an Employee Value Proposition

for communication above and applicational applicational MI terreinforce you talend resonatement altalogy and differentiate granted from key compellions.

(L) Step 4 Lil

Improve Internal Talent Mobility

Propagates turing from within to effect the and most the regarded of both the organization as an your workforce.

Step 5 🔟

Source Qualified Candidates

The transfer agent has changed, but it's 10 often a monty of the

Step 6 III

Assess Candidates

From managements to deconquences exemplified object on the result of the result of a notation of the result of the

Improve the Candidate Experience

Roundver got a second change for conservation

Step 8 📶

Develop a Social Media Ambassador Program

le regress die prevensiel gant employee voler en septid model to redicce wate modelspullenten green well med full tre traine aroung apployee brand, are attract top campicules. Step 9 bil

Assess Recruitment Process
Outsourcing

Freedings From Business 45 d et al carrier billion et arrend billion de est brings operations sand sintended processes



EVIDENCE-BASED INSIGHT PROGRAM

TOTAL REWARDS KEY INITIATIVE PLAN

Step 1 🔟

Craft a Compensation Philosophy

tay the groundwork for compensation that is competitive, cost effective, and aligned with the Employee Value Proposition.

Step 2

Develop Effective Job Descriptions

Improve hinning effectiveness, bolster performance management, and case emispensation planning with robust job decembons.

Step 3

Create an Internal Job Worth Hierarchy

Select a best fit objevaluation (nethod to of ectively assess the relative worth of joles in the organization

Step 4

Design a Base Pay Structure

Build a base pay structure that is defensible, competitive flexible, and practical

Step 5

Optimize Pay for Performance

Modify pay for performance to better align with changes in performance management for a mole effective approach

Step 6

Sustain Competitive Compensation

Optimize your salary structure by ensuring market positioning is competitive internal equity issues are justifiable, and controls are effective.

O Step 7 Ⅲ

Communicate Compensation

Prepare managers to effectively navigate pay discussions.

Step 8 🔟

Recognize Employees

Establish informal recognition to create a high-retrin culture of recognition

Step 9

Implement Flexible Work Arrangements

Don't limit rewards to cold hard cash – use flex location flex time, and flex time off to appeal to employees and candidates looking for better workfife balance.

EVIDENCE-BASED INSIGHT PROGRAM

LEARNING & DEVELOPMENT

© Step 1 Ш

Develop an L&D Strategy

Ensure/your Learning & Development setivities are providing value by delivering on organizational goals.

Step 2 11

Build a Learning Culture

Actively develop a dynamic learning mindset across the organization to premote innovation, resilience, and development

Step 3 🔟

Optimize Leadership Development

Leadership development is expensive and as value a choice—make sure you're gelf ind the most out of the

Step 4 <u>III</u>

Develop a 360 Degree Feedback Program

Leverage multi-rater levelback to optimize couplayee development.

Step 5 🔟

Implement a High Potential Program

Potential exists at all levels of your quantization - use a transparent process to develop it.

Step 6

Enhance the Mentoring Program

Align your mentoring program with your programs attends and upole for a heat his program.

Step 7 Ⅲ

Implement Employee Development Planning

Engage employees to own and plan their development

Step 8 🔟

Onboard Effectively

Cas (the cobust program that economics, quines, that is very properties to show enquarement and execution

Step 9 🔟

Leverage Our Training Resources

Congring training it, cureau in advancing the project social development gods of your manners.



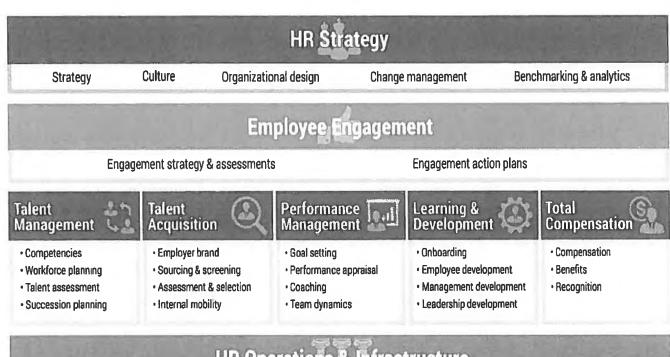
ADVISORY MEMBERSHIP

Best Practice Research

Improve knowledge sharing and training with consistent tools and resources from the McLean & Company library for your entire team available at their fingertips.

Provide McLean & Company's best-practice research to your team so they can spend less time hunting for resources by using comprehensive solutions specific to the project at hand. Your team will stay consistent with proven methodologies that keep everyone on the same page from project start to end, making knowledge sharing and training easier than ever.

Our research and advisory covers the wide range of HR's core services, as seen below, to accommodate the rapidly changing HR landscape.



HR Operations & Infrastructure

- HR structure
- · Employee communications
- Policies & procedures
- Technology

- Employee/labor relations
- · HR budget



Blueprints

Our research is built around a tool-based model, called Blueprints, which incorporate analysis, advice and the tools you need to get things done. Blueprints connect the tasks within the context of the project, so you can jump in at any point and easily find the right tools.

We publish new research weekly to provide you with coverage of the HR issues you're facing on a daily basis. With each Blueprint published, we take a project, break it down into steps, and then provide you with the tools to get each step done. This eliminates guesswork and hunting for resources; everything you need is in one convenient location.



Example Blueprint Modernize the Performance Appraisal

Management Training Modules

Ongoing training is crucial in advancing the professional development goals of your managers. McLean & Company's management training modules are storyboards that are designed to facilitate management training workshops. From Effectively Resolving Conflicts to Leading Staff through Change, these modules can turn your management team into world class leaders. They come fully equipped with a presentation deck, agenda, facilitator notes, interactive exercises and handouts.

Training Decks

Performance Management

Train Managers to Instill a Mindset of Personal Accountability

Performance Management
Train and encourage personal accountability to increase
engagement and, ultimately, productivity and
profitability.



Your McLean & Company Membership can also help you design, build, and deploy a management development program effectively to your managers.

Guided Implementations

We're your HR partner, providing insights and advice on any business situation.



Your McLean & Company Advisory membership gives you access to the expertise of our entire team of consulting analysts via phone or email. Our consulting analysts are available to you for any business, HR, or management situation.

Rely on our experienced consulting analysts when you:

- Need to validate your decisions or discuss the best direction for an HR project or process.
- Want assistance getting the buy-in from other members of your organization.
- Require an objective third-party to answer your HR, business and/or strategy concerns.

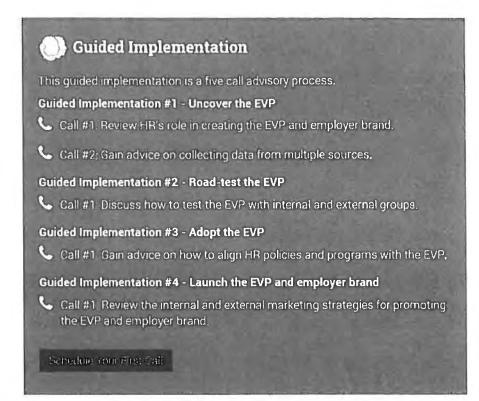
Your account manager works with you to understand your situation and pairs you with a consulting analyst that is knowledgeable and experienced in your area of need. Your consulting analyst will continue to monitor your progress and touch base throughout your project to ensure you are getting the results you expect.

On-call industry experts to help you and your team finish your projects on time with more success.

Expert Analyst Access

For every project you start, we have an expert analyst waiting to help you execute bestpractices and stay on schedule.

Example proposed call schedule from: Develop a Strong EVP to Attract Top Talent





Strategy

Full Diagnostic Suite

Turn employee feedback into actions that transform and drive performance.

McLean & Company analysts take care of the survey design, data collection, analysis, and reporting for you. McLean & Company will identify the top 3–5 areas of improvement on which you should focus and work with you to develop initiatives that generate the most impact based on your results.

Our surveys are easy to use and understand for participants and the end-users. We provide a synthesis of findings in a custom report prepared by one of our consulting analysts. Attractive and streamlined graphics highlight key insights and Excel reports with segmented results break down the data even further, by each demographic group.

McLean & Company's Full Diagnostic Suite



Stakeholder management is a critical aspect of running a successful HR department. Make sure you are aligned with the business needs by using our stakeholder survey.

HR Management and Governance

Gather information on HR processes so that you can start the process improvement journey. Use our management and governance diagnostic to uncover opportunities within the HR department.

New Hires

Leverage first impressions for future recruiting, on-boarding, and training initiatives. Use a newhire survey to ensure that talent is properly on-boarded, and identify issues that disrupt the engagement of new hires.

Voluntary Exits

When off-boarding employees, provide your departing employee with a confidential Exit Survey, which will better allow you to identify trends and address issues leading to employee departure.

360 Degree Feedback

In today's workforce, employees are requesting more development than ever before. A well designed 360 Degree Feedback Program is a critical building block of an organization's talent development strategy.

Employee Engagement & MLI

Go beyond job satisfaction and find out what drives employee productivity. We take a multi-leveled approach to tackle engagement from surveying, to reporting, to implementing best practices.

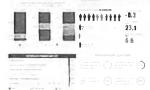














Employee Engagement Survey

Engaged employees do what's best for the organization: they come up with product/service improvements, provide exceptional service to customers, consistently exceed performance expectations, and make efficient use of their time and resources. The result is happy customers, better products/services, and saved costs.

McLean & Company's Employee Engagement Survey Program provides you with all the tools required to effectively collect employee feedback, identify sources of disengagement, and take action to improve engagement.

McLean & Company's Engagement Survey Methodology

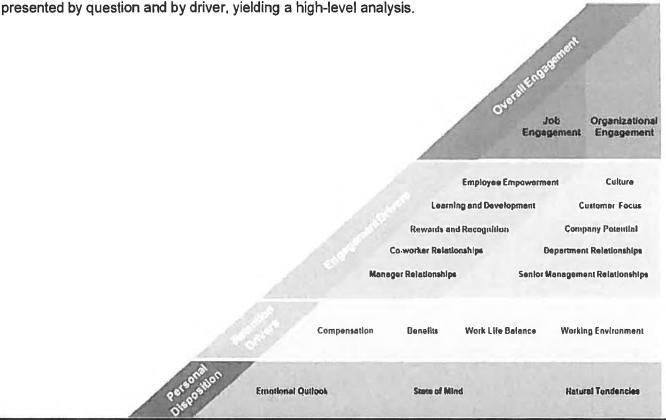
McLean & Company has developed a survey methodology backed by years of research to capture accurate and relevant data. Our program methodology considers multiple factors and drivers of engagement:

Job Engagement: Distinct levers that increase an employee's engagement with their job. These drivers are employee empowerment, manager relationships, rewards and recognition, learning and development and co-worker relationships.

Organizational Engagement: Distinct levers that increase an employee's engagement with the overall organization. These drivers are organizational culture, senior management relationships, customer focus, department relationships and company potential.

Retention: Minimum requirements for engagement which, while necessary, cannot drive employee engagement in the absence of other drivers. These drivers are compensation, benefits, work-life balance, and working environment.

The engagement survey is a series of questions designed to measure each individual driver. Results are presented by question and by driver, yielding a high-level analysis.





End-user Experience

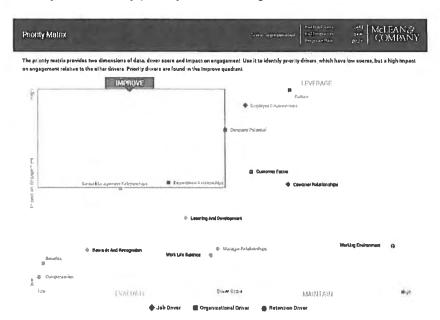
The survey is easy to use and understand for the end-user. We provide you with a test survey well in advance of the launch so that all stakeholders can review and provide revisions. End users are encouraged to reply with any questions when filling out the survey to a point of contact at McLean & Company.

Each employee is assigned a personalized survey link, which is sent via email. This enables us to keep track of employees who start but do not finish the survey, those who do not start the survey at all, and those who complete the survey. It also enables us to match the results to each employee's demographics without having to ask the employees those questions. For employees who do not have access to a computer, or if you require surveys in another language, please speak to your McLean & Company representative for details on fees.

Reporting Capabilities

McLean & Company provides a synthesis of findings in a custom report prepared by one of our consulting analysts. The report contains graphs highlighting key insights gained from the survey and you will receive Excel reports with results segmented by each demographic group. You can view a sample report <u>here</u>.

Additionally, an engagement driver prioritization grid is included in each report. The grid compares each driver's score (i.e. Manager Relationships) to that driver's impact on engagement. Using this grid, McLean & Company will work with you to identify priority areas to target.



McLean & Company's Employee Engagement Program also includes reporting by manager. The engagement survey will provide your organization with insight into whether your managers:

- Help employees understand what is expected of them.
- Develop employee career paths.
- Inspire employees to improve.
- Help employees to achieve better results.

This element of the engagement program will provide additional insight into development and coaching opportunities for current managers.



Excel Reports

Excel reports include overall engagement, job engagement and organizational engagement scores, as well as overall scores for each driver and question. This information is listed down the side of the report. Each demographic group is listed along the top of the report. Scores are highlighted by color to demonstrate strong, mediocre and concerning areas.

Detail of Employee Engagement Services Included

Project Planning

- A work plan and project team with a designated project manager.
- Work with your IT staff to enable effective and secure access to the survey via the Internet.
- Security and protection of the data throughout all phases of administration, analyses, reporting and post-survey follow-up.
- Development of an employee communication plan for pre-survey notification, reminders and post-survey follow-up.

Survey Development and Delivery

- The guarantee of complete anonymity and use of secure survey platform to the respondents.
- Availability of personnel to handle any troubleshooting or issues that arise during the survey.
- Tracking of response rates by department with updates per your preference and reminder emails sent to employees as necessary.

Survey Analysis and Reporting

- Analysis, segmentation, and benchmarking of data in detailed reports.
- Results by manager for those with sufficient number of staff.
- Summarization of employee comments to open-ended questions.
- Department level access to employee comments for those departments with 10+ employees.

Change Initiatives and Action Planning

- Recommend follow-up initiatives and subsequent survey actions based on the findings.
- Action planning support based on analysis with clear short, medium, and long-term change targets.
- Phone facilitation of discussion and follow-up decision making meetings.

Onsite Engagement Workshop (Optional)

Many organizations launch employee engagement surveys, but only a fraction move beyond measuring to actually improving engagement. McLean & Company's Employee Engagement Workshop acts as the kick off point to an engagement program that lasts all year.

Sample engagement workshop:

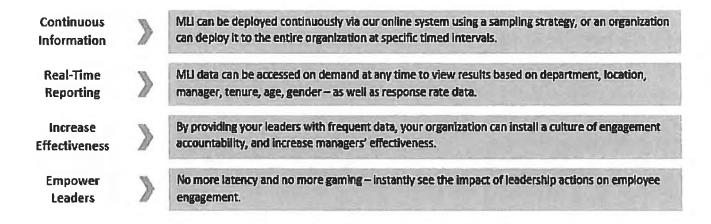
| Day 1 - Preparation | Day 2 - Workshop | Day 3- Workshop | Day 4 - Workshop | Day 5 - Debrief |
|---|--|--|---|--|
| orkshop Preparation Engagement survey completion Results presentation to HR Determine make up for employee focus groups | Morning Itinerary Results presentation to senior executives Review agenda for action planning Prioritize drivers for action planning Afternoon Itinerary Results presentation and training to managers on their role and leading feedback sessions | Morning Itinerary Employee focus group Afternoon itinerary Employee focus group | Morning ItInerary Review and prioritize employee initiatives Build action plans Afternoon ItInerary Identify key communication messages Build communication plan | Workshop Debrief Provide summary report and addition resources for action plans Next Steps for client Communicate to employees regardinaction plans Managers to host department feedbasesslons |



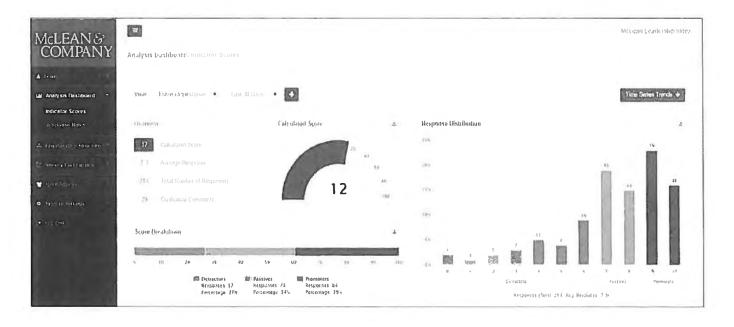
McLean Leadership Index™

The McLean Leadership Index™ (MLI) is a single question that is highly correlated to engagement and overall financial results. Using a high frequency, low effort, high impact pulse survey, we help organizations recalibrate the purpose, cadence, and focus of engagement.

Furthermore, we look at factors that will help impact employee engagement beyond marginal increments year-to-year, and help benchmark the effectiveness of leaders across the organization, based on the engagement of their business units and team.



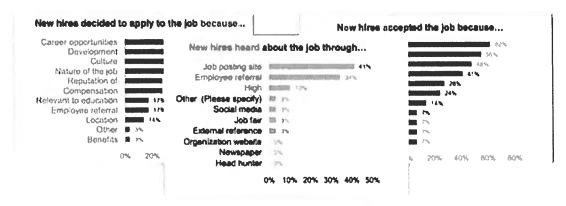
The MLI tool provides a unique dashboard, accessible by HR and management, to see changes in engagement as they happen in real time. This dashboard, accessible online and via mobile devices, also allows managers to benchmark the effectiveness of their leadership, based on their team's engagement, in comparison to other managers and business units.





New Hire Survey

Recruiting, training, and retaining top talent is an ongoing challenge for HR Professionals. Investing the time and analysis in onboarding a new hire is critical to long term talent management success. A New Hire Survey is a short questionnaire administered to employees hired within the past three to six months.



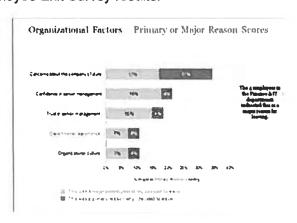
- The survey gains insight into employees' perceptions of the organization's recruiting efforts, the interviewing process, onboarding program, their manager and the organizational culture.
- · Every three to six months, the data is collected, cleansed, analyzed and reported.
- An analyst will schedule a phone consultation to discuss initiatives that can help you improve your recruiting and new hire experience in the short and long term.

Employee Exit Survey

Understanding why people want to leave your organization in the first place is crucial to making others want to stay for the long run. People leave for a wide range of reasons, and some of these reasons are entirely fixable on your organization's part.

Administer McLean & Company's Employee Exit Survey at the time of employee departure to determine how you can prevent regrettable turnover in the future. Your membership includes access to the survey plus one-on-one analyst access to discuss your Employee Exit Survey results.

- The survey gains insight into employees' real reasons behind leaving the organization.
- Depending on your preference, the data is collected, cleansed, analyzed and reported every three months, six months or annually.





360 Degree Feedback Tool

In order to be successful in today's workforce, employees are requesting more development than ever before. A well-designed 360 Degree Feedback Program is a critical building block of an organization's talent development strategy. 360 degree feedback benefits the employee by providing a multi-faceted view on key competencies so that they can develop for the future. With the right elements in place, 360 Degree Feedback Programs can significantly improve employee development, performance, and as a result, the organization as a whole.

Our online 360 Degree Feedback Tool reduces the administrative burden of 360 Degree Feedback Programs and ensures confidentiality of the data.



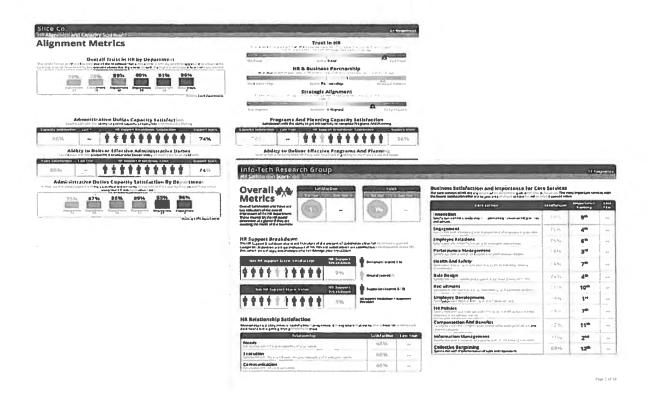
McLean & Company's 360 Degree Feedback Tool is easy to use and largely employee-driven once the initial set up is complete.

- HR can select from McLean & Company's pre-defined competencies or you can add in your own competencies.
- HR assigns a required proficiency level in each competency to specific job roles in your organization.
- The tool allows for quantitative feedback through numerical ratings of the competencies and qualitative feedback recommendations on how to use or develop each competency to achieve greater levels of proficiency.
- Confidentiality is guaranteed as McLean & Company compiles the feedback report once a threshold
 of three respondents per rater group is met.



HR Stakeholder Management Survey

Understanding the needs of your stakeholders is critical to effective stakeholder management, and running a successful HR department.



McLean & Company's HR Stakeholder Management Survey is an insightful business satisfaction and value measurement program. It helps you kick-start the Stakeholder Management Process by surveying business leaders quickly and painlessly using our expert framework, identifying key areas of demand, and establishing greater credibility & business alignment by leveraging our advisors every step of the way to improve stakeholder satisfaction.

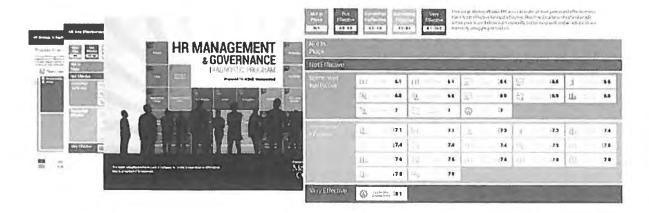
Use insights from this program to:

- Find out what is most important to the business and to key stakeholders.
- Build credibility within your organization.
- Improve interactions with key stakeholders.
- Focus on what's most important to your organization.
- Get the most value out of HR resources.

Aligning HR's goals with those of the business is essential for HR departmental optimization and overall success.



HR Management & Governance Diagnostic



The development and maintenance of core HR functions are important components of any HR leader's role. Project successes and failures are impacted by the strength of the underlying core HR functions. This tool helps you:

Understand Results

- Get a clear understanding of the areas that affect your HR department's ability to fulfill HR and business goals.
- Understand your team's perception of each area's importance and effectiveness.
- Identify where the gaps exist between your team members' area scores to see where there are differences in opinion.

Establish Clear Accountabilities & Responsibilities for Key Areas

- Build a plan to ensure clear accountability.
- Ensure key HR leaders are not overwhelmed with accountability.
- Create a plan to engage a broader team with area accountability.

Book & Conduct a Team Alignment Exercise

- Gather your team and discuss the discrepancies for the areas with the greatest gaps in scores.
- Bring the entire team to consensus regarding which areas are the most important and which areas are the least effective.
- Establish area owners for each HR area. Each relevant area must have at least one person accountable for it.
- Monitoring and improvement initiatives.

Create a Roadmap of Key Areas to Improve

- Once your team has reached a consensus on which areas to focus on, create an area improvement roadmap outlining which areas your team will focus on over the next 12 months.
- Determine concrete responsibilities and timelines, as well as regular checkpoints with your team to monitor progress.



Master Consulting Agreement between MHEC and Info-Tech Research Group

This Agreement is made between the Midwestern Higher Education Commission ("MHEC") located at 105 5th Ave. S., Suite 450 Minneapolis, MN 55401, on behalf of the Eligible Organizations located in the MHEC Member States, and Info-Tech Research Group ('Info-Tech") located at 602 Queens Ave., London, ON, Canada N6B 1Y8. For purposes of this Master Agreement MHEC and Info-Tech are referred to collectively as the "Parties" or individually as "Party".

Whereas, the Midwestern Higher Education Compact ("Compact") is an interstate compact of twelve Midwestern states, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin ("Member States"); and MHEC, a nonprofit 501(c) (3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and providing quality and affordable services for the Member States, the entities in those Member States, and the citizens residing in those Member States; and

Whereas, MHEC has established a Technology Initiative the purpose of which is to determine, negotiate and make available quality and affordable technology products and services to the not-for-profit and public education related entities in the MHEC Member States; and

Whereas, Info-Tech offers certain quality technology related research products and services; and

Whereas, MHEC conducted a competitive process for technology related research products and services, and upon completion of the competitive process awarded a bid to Info-Tec; and

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, MHEC and Info-Tech agree as follows:

- 1. **Eligible Organizations**: This Master Agreement shall be made available to all Eligible Organizations. Eligible Organizations shall include:
 - all not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions) located in a Member State;
 - all K-12 schools and school districts located in a Member State;
 - any state, city, county or local governmental entity in a Member State.
 - any not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions), K-12 school or school district, or state, city, county or local governmental entity located in the Western

- Interstate Commission for Higher Education (WICHE) Member States including: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Neveada, New Mexico, North Dakota*, Oregan, South Dakota*, Utah, Washington and Wyoming. * The Dakotas are members of both compacts MHEC and WICHE.
- Eligible Organizations located in a Member State that terminates its association with the Compact will no longer be eligible under this Master Agreement to purchase pursuant to this Master Agreement. Termination by any Member State shall not prohibit or restrict Info-Tech from negotiating or contracting with such Member State or entity within such Member State outside the Compact. MHEC shall promptly notify Info-Tech in writing of the termination of any Member States' membership in the Compact. If any Member State so terminates its membership in the Compact, such termination shall not effect the validity or enforceability of or constitute a default under any purchase order then in effect with any Participant. Similarly, MHEC shall promptly notify Info-Tech if other states join the Compact after which such states shall be deemed to be Member States for purposes of this Master Agreement.
- 2. Scope of Work: Procuring Eligible Organizations shall purchase from Info-Tech, and Info-Tech shall provide to Procuring Eligible Organizations Research and Advisory Services ("Services") in accordance with the terms of this Master Agreement.. All Eligible Organizations are qualified to purchase under this Master Agreement, including those Eligible Organizations currently under a separate agreement with Info-Tech. This Master Agreement is a price agreement. Accordingly, Info-Tech shall provide Services only upon Eligible Organization's issuance of a valid Purchase Order with reference to this Master Agreement and completion of a valid Service Agreement (SA) Exhibit B. Prices for the Services shall conform to the Price List attached as Exhibit A. Info-Tech is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Master Agreement and SA. MHEC shall not be liable for any Eligible Organization that enters into a SA with Info-Tech under this Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that enters its own SA under this Master Agreement.
- 3. Purchase of Services: Procuring Eligible Organization shall purchase Services from Info-Tech as is more specifically outlined and designated in Price List Exhibit A and SA Exhibit B. The Purchase Order and SA shall set forth the Services being purchased, any additional contract terms agreed to by Procuring Eligible Organization and Info-Tech, and the applicable fees. Procuring Eligible Organization and Info-Tech shall enter into one or more SA's with each Purchase Order referencing this Master Agreement. This Master Agreement shall apply to all current and future Services provided to Procuring Eligible Organization by Info-Tech, unless the Agreement is terminated pursuant to Section 6 of this Master Agreement.

- 4. **Order of Precedence**: Where the terms and conditions of this Master Agreement are in conflict with an Eligible Organization's state and/or institutional laws or regulations, the Eligible Organization and Info-Tech may enter into an addendum to amend the terms and conditions of the Master Agreement in the SA Exhibit B to conform to the Eligible Organization's state and/or institutional laws or regulations. The terms and conditions of the addendum to supplement or modify this SA shall only be applicable between the Eligible Organization that entered into the SA and Info-Tech. In the event of any conflict among these documents, the following order of precedence shall apply:
 - A. Exhibit A to this Master Agreement, the Price List
 - B. Procuring Eligible Organization valid Purchase Order
 - C. Executed SA Exhibit B between Eligible Organization and Info-Tech
 - D. the terms and conditions of this Master Agreement
 - E. the list of Products and Services contained in the Order
 - F. Info-Tech's response to MHEC's IT Research and Advisory Services RFP dated October 24, 2012
- 5. **Term**: This Master Agreement will be formed upon execution by the Parties, and shall remain in effect, unless otherwise terminated pursuant to the terms of the Master Agreement until December 31, 2016. The Master Agreement may be mutually renewed for four (4) additional one-year terms unless terminated pursuant to the terms of this agreement.

6. Termination:

- A. At any time MHEC may terminate this Master Agreement, in whole or in part, by giving Info-Tech ninety (90) days written notice; provided however, neither MHEC nor Eligible Organization has the right to terminate a specific Service for convenience after it has been accessed. At any time, Info-Tech may terminate this Master Agreement, in whole or in part, by giving MHEC ninety (90) days written notice. Such termination shall not relieve Info-Tech of any Services, warranty or other obligations incurred under the terms of this Master Agreement.
- B. MHEC or Info-Tech may terminate this Master Agreement for cause based upon material breach of the Master Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all remedies available to it under the law.
- C. In the event that either Party be adjudged insolvent or bankrupt by a court of competent jurisdiction, or upon the institution of any proceedings by or against it seeking relief, reorganization or arrangement under any laws relating to

insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business, then and in any such event this Master Agreement may immediately be terminated or cancelled by the other Party hereto

D. Procuring Eligible Organization or Info-Tech may terminate a SA Exhibit B for cause based upon material breach of the Master Agreement and/or SA Exhibit B by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all remedies available to it under the law

E. Most Info-Tech Services are available upon first access, therefore, these Services may not be cancelled at any time during the active term and may be terminated only upon material breach and thirty (30) days written notice to the other party. In the event Procuring Eligible Organization breaches this Agreement by failing to pay for Services, or by exceeding its authorized usage rights to Services, Info-Tech may deactivate Procuring Eligible Organization's access to the Services. Procuring Eligible Organization may regain access to Services by paying the full fee due for said Services in the case of failure to pay, or paying for any additional fees applicable for use of Services in excess of authorized rights.

F. In the event this Master Agreement expires or is terminated for any reason, a Procuring Eligible Organization shall retain its rights in all ongoing Services obtained through a SA Exhibit B entered into under this Master Agreement prior to the effective termination date.

- 7. **Fees**: The fees for the Services provided by Info-Tech shall conform to fees set forth in Exhibit A, the Price List. Prices in Exhibit A are inclusive of all duties and taxes. Invoices shall be submitted to Procuring Eligible Organization. Payments shall be remitted to the United States address shown on the invoice. All applicable Fees are payable 30 days after receipt of an invoice. Procuring Eligible Organization shall pay Info-Tech one and one half (1.5%) interest per month on all overdue accounts. All amounts are subject to payment of all applicable taxes, unless Procuring Eligible Organization supplies appropriate exemption certificates. Procuring Eligible Organization agrees to pay any taxes imposed or assessed by any governmental organization or agency upon sale or receipt of Services, with the exception of any income taxes imposed on Info-Tech.
- 8. **Non Appropriation**: This provision applies only to government and government educational Procuring Eligible Organizations. The terms of this

Master Agreement and any SA Exhibit B placed under this Master Agreement for multiple years is contingent upon sufficient appropriations being made by the legislature or other appropriating governing entity. Notwithstanding any language to the contrary in this Master Agreement or other document related to an order made under this Agreement, Procuring Eligible Organization may terminate its obligations under this Agreement if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The Procuring Eligible Organization's decision as to whether sufficient appropriations are available shall be accepted by Info-Tech and shall be final and are binding.

A Procuring Eligible Organization shall provide sixty (60) days' notice, if possible, of its intent to terminate this Agreement for non-appropriation. Procuring Eligible Organization shall send to Info-Tech a notice of its Governing Body's decision not to appropriate funds for the installment sale payments for the subsequent fiscal year. The notice shall also include a statement that the Procuring Eligible Organization was unsuccessful finding another assignee within its own organization to continue the installment sale payments and that the Services will not be replaced by a similar service during the ensuing fiscal year. Such termination shall relieve Procuring Eligible Organization, its officers and employees from any responsibility or liability for the payment of any future orders under the Agreement. However, all outstanding invoices from Info-Tech will be paid by the Procuring Eligible Organization.

- 9. **Copyright**: Info-Tech owns all copyrights and all other intellectual property or proprietary rights in any material provided by Info-Tech as part of the Services, whether written or electronic. Except as outlined in Sections 11 and 12, Procuring Eligible Organization shall not directly or indirectly copy, reproduce, or create derivative works of Services and may not resell or allow its use by any third parties in whole or in part without the express written consent of Info-Tech.
- 10. Changes to Services: Info-Tech may change or discontinue any aspect of its Services at any time, including content or features. Info-Tech also reserves the right to change the terms and conditions applicable to use of the Services. Such changes shall be effective immediately upon notice. After receipt of notice, use of the Services by Procuring Eligible Organization shall be deemed to be acceptance of such changes. Procuring Eligible Organization shall have the right to terminate the Services and/or the applicable SA Exhibit B without incurring any damages or penalties should a change or discontinuance of any aspect of Services occur or should changes to the terms and conditions of applicable Services occur which materially diminish the nature, scope or quality of the Services or use of the Services. Procuring Eligible Organization will remain liable for all Services used prior to such changes.

- 11. Access to Services: The Service Agreement (SA) Exhibit B shall set forth how many named individuals will have access ("Membership") to the Services. The use of the Services is restricted to the Customer's employees (full time or part time), consultants, and contractors who are authorized to use the Services by the Customer (each a "User"). Procuring Eligible Organization is responsible for each User's compliance with this Master Agreement and applicable SA Exhibit B. Procuring Eligible Organization shall establish and enforce appropriate security measures to limit access to the Services to authorized Users. Users shall advise Info-Tech immediately if they discover that their password has been compromised. Procuring Eligible Organization may not use the Services in any manner that violates this Master Agreement or any applicable laws or, subject to Section 16 ("Assignment"), sublicense, sell or assign this Master Agreement and/or SA Exhibit B. In an internal network environment a Membership is required for each Procuring Eligible Organization employee that has access through the network to Services. Procuring Eligible Organization is prohibited from providing access to third parties and to any non-licensed employee.
- 12. **Internal Use of Services**: Procuring Eligible Organization may make copies or slides of each spreadsheet, graphic, table, or portion of text contained in the Services for internal presentation purposes only provided the Info-Tech copyright notice and date of publication is affixed thereto. The User may however forward individual research documents within employee workgroups for decision support. Acting as a librarian is strictly prohibited. The User may download any policies, templates or tools for wider internal use. The User may alter the policy, template or tool and remove any copyright, trademark or other notices. Inquiries regarding permission to copy or use the Services in any other manner should be directed to Info-Tech's Public Relations department.
- 13. External Use of the Services: Users may not reproduce or distribute Services externally without Info-Tech's prior written permission, except if (a) the research document to be distributed is a Request for Proposal (RFP) template being sent to potential vendors or (b) Procuring Eligible Organization purchases a reprint for an individual research document and if the document is used in its entirety. Procuring Eligible Organization may excerpt from the Services only if Procuring Eligible Organization obtains the prior written approval of Info-Tech Public Relations. Procuring Eligible Organization must comply with Info-Tech's citation policy when using any research externally. The citation policy can be found on Info-Tech's Web site.
- 14. **Confidential Information**: Info-Tech recognizes that, in the process of providing professional services to Procuring Eligible Organization, Procuring Eligible Organization may provide confidential information, the disclosure of which would be to Procuring Eligible Organization's detriment. Info-Tech

agrees not to disclose such confidential information except to its employees who have a need to know with respect to the purposes of this Master Agreement. Info-Tech shall use at least the same degree of care in safeguarding such confidential information as it uses for its own information of like importance, but in no event less than a standard of reasonable care. Additionally, Info-Tech may disclose such information to the extent required by legal process, in which case, Info-Tech agrees to give Procuring Eligible Organization notice prior to disclosing such information to allow Procuring Eligible Organization to seek injunctive relief or other such relief as may be appropriate. Confidential Information is all information of either party that is not generally known to the public, whether of a technical, business or other nature and that has been identified as being proprietary and/or confidential. Confidential information shall not include any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Info-Tech; (3) entered the public domain through no fault of Info-Tech subsequent to Procuring Eligible Organization's communication to Info-Tech; (4) is in Info-Tech's possession free of any obligation of confidence at the time of Procuring Eligible Organization's communication to Info-Tech; or (5) is communicated by the Procuring Eligible Organization to a third party free of any obligation of confidence. Notwithstanding anything to the contrary in this Master Agreement or SA to this Master Agreement, both Info-Tech and Procuring Eligible Organization agree to comply with the public records laws or similar type laws of the State in which Procuring Eligible Organization is located or founded.

15. **User Submissions**: Info-Tech's research services include the ability for Procuring Eligible Organizations to contribute content for publication on Info-Tech's Web sites. If your account is used to submit, post, or add content to the Info-Tech's Web sites, (collectively, "User Submissions"), you agree to accept sole responsibility for those User Submissions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein.

When you provide any User Submission to us, you grant us, our affiliates, and our partners, a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish such User Submission, and subsequent versions thereof. You agree you will not attempt to enforce any so-called "moral rights" in your User Submission against us, our affiliates, and/or our partners. This license will apply to the distribution and the storage of your User Submission in any form, medium, or technology now known or later developed.

By using Info-Tech's research services, you agree that none of your User Submissions will:

- infringe on the intellectual property, trade secret, privacy, publicity, or other rights of others;
- contain false statements or misrepresentations that could damage Info-Tech or any third party;
- include obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane, or embarrassing material, as determined by Info-Tech in its sole discretion;
- be illegal or otherwise objectionable;
- contain the private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- encourage or facilitate insider trading or anticompetitive behavior;
- include commercial advertisements or solicitations; or
- purport to or actually provide legal or professional advice.

Because Info-Tech's Web sites are available to the public, we cannot guarantee that any User Submissions, even those that you do not intentionally publish, will remain confidential, nor do we guarantee that User Submissions published in a Restricted Area will be available only to Members.

Although you are solely responsible for the content you provide and we do not have a policy of reviewing or monitoring all User Submissions, we reserve the right to pre-screen and/or monitor User Submissions. If we become aware of User Submissions that violate these Terms of Service or that we believe to be otherwise objectionable, we may reject or delete them, or take other action, without notice to you and in our sole discretion.

If you believe that any User Submissions appear to violate these Terms of Service, or if you believe any other user is engaged in illegal, harassing, or objectionable behavior, please contact our Privacy Officer, <mailto:privacyofficer@infotech.com>.

You acknowledge, consent and agree that Info-Tech may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of Info-Tech, its users and the public.

16. **Assignment**: Neither Party shall sell, transfer assign, or otherwise dispose of this Master Agreement or any portion thereof or of any right, title or interest herein without the prior written consent of the other Party. Procuring Eligible Organization shall not assign its rights or obligations hereunder without Info-Tech's written consent.

- 17. **Non-Infringement Warranty**: Info-Tech warrants that the Services, in the form provided by Info-Tech, will not, to the best of its knowledge, violate or infringe upon the intellectual property rights of any third party.
- 18. WARRANTY: INFO-TECH WARRANTS THAT THE SERVICES ARE BASED ON COMPILATION AND ANALYSIS OF REASONABLE SOURCES AVAILABLE TO INFO-TECH AT ANY GIVEN TIME AND. THAT ANY OPINIONS REFLECT INFO-TECH JUDGMENT AT THE TIME AND ARE SUBJECT TO CHANGE. INFO-TECH FURTHER WARRANTS THAT IT SHALL PERFORM ALL SERVICES IN A SKILLFULL, COMPETENT, TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH THE STANDARDS FOR ITS INDUSTRY, AND THAT THE INFO-TECH EMPLOYEES AND AGENTS ASSIGNED TO PERFORM SERVICES UNDER THIS MASTER AGREEMENT HAVE THE PROPER SKILL, TRAINING AND BACKGROUND SO AS TO BE ABLE TO PERFOM IN A SKILLFULL, COMPETENT, TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER. THE SERVICES ARE DELIVERED "AS IS", AND INFO-TECH AND ITS SUPPLIERS AND DISTRIBUTORS DO NOT MAKE ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND EXCLUDE AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN SET FORTH IN THE STATEMENT OF WORK. THE SERVICES ARE INTENDED SOLELY AS A RESEARCH TOOL AND ARE NOT MEANT AS SPECIFIC GUIDES TO ACTION.
- 19. **Indemnification**: Info-Tech shall indemnify, defend and hold harmless MHEC and/or Procuring Eligible Organization, their respective board of trustees, officers, employees, agents, affiliates, subsidiaries, successors and assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' and experts' fees, and including claims of third parties, arising out of or in connection with any claims based upon alleged libel, slander, defamation, invasion of the right of privacy, violations of the right of publicity, or violation or infringement of copyright or other third party proprietary rights arising out of the Services, provided that: (a) MHEC and/or Procuring Eligible Organization promptly notifies Info-Tech in writing of any such claims, damages, liabilities, costs, or expenses; (b) subject to any legally required approval, including the approval of Procuring Eligible Organization's state attorney general, Info-Tech shall have sole control of the settlement and defense of any action to which this indemnity relates; and (c) MHEC and/or Procuring Eligible Organization cooperates in every reasonable way to facilitate such defense.
- 20. **Limited Liability**: (a) Related to Procuring Eligible Organization: Info-Tech's liability under this Agreement under any theory of liability, including,

without limitation, negligence, shall be limited to two times the fees paid by Procuring Eligible Organization during the preceding twelve months under the SA Exhibit B under which such liability arose. Except for violation of Info-Tech's intellectual property rights, neither party shall be liable for consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss, arising out of the use of the services, whether or not such party has been advised of the possibility of such damages. They shall apply even if this agreement is found to have failed in its fundamental or essential purpose or been fundamentally breached. The foregoing limitation under this Section does not apply to Info-Tech's termination of this Agreement other than in accordance with the terms of this Agreement, or for Info-Tech's indemnification obligations under Section 19 of this Agreement.

- (b) Related to MHEC: Info-Tech's liability under this Agreement under any theory of liability, including, without limitation, negligence, shall be limited to two times the Administration Fee payable to MHEC during the preceding twelve months pursuant to Section 26 in the year under which such liability arose. Except for violation of Info-Tech's intellectual property rights, neither party shall be liable for consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss, arising out of the use of the services, whether or not such party has been advised of the possibility of such damages. They shall apply even if this agreement is found to have failed in its fundamental or essential purpose or been fundamentally breached. The foregoing limitation under this Section does not apply to Info-Tech's termination of this Agreement other than in accordance with the terms of this Agreement, or for Info-Tech's indemnification obligations under Section 19 of this Agreement.
- 21. **Records and Audit**: Info-Tech agrees to maintain detailed business records pertaining to the price of Services rendered for a period of six (6) years from the date of each SA Exhibit B. These records shall be subject to inspection by Procuring Eligible Organization and appropriate governmental authorities with Procuring Eligible Organization's state. The Procuring Eligible Organization shall have the right to audit billings either before or after payment. Payment under this Master Agreement shall not foreclose the right of the Procuring Eligible Organization to recover excessive or illegal payments.
- 22. **Independent Contractor**: Info-Tech provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates. Info-Tech represents and warrants that in performing the Services under this Master Agreement, Info-Tech will not be in breach of any agreement with a third party.

- 23. Compliance with the Law: Info-Tech shall comply with all applicable laws and governmental regulations, which by their terms, apply to Info-Tech's performance under a SA Exhibit B pursuant to this Master Agreement. Procuring Eligible Organization agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement. MHEC agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement.
- 24. **Governing Law**: (a) As between Procuring Eligible Organization and Info-Tech, this Master Agreement will be construed in accordance with, and its performance governed by the laws of the state in which the Procuring Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Procuring Eligible Organization resides.
 - (b) As between MHEC and Info-Tech, this Master Agreement will be construed in accordance and its performance governed by the laws of the state of Minnesota. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.
 - (c) As between Procuring Eligible Organization, MHEC, and Info-Tech, this Master Agreement will be construed in accordance with and its performance governed by the laws of the state in which the Procuring Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Procuring Eligible Organization resides.
- 25. **Notification**: (a) Between the Parties: Whenever under the terms of this Master Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

| To MHEC | To Info-Tech |
|-------------------------------------|------------------------------------|
| MHEC | Info-Tech Research Group |
| 105 5 th Ave S Suite 450 | 602 Queens Avenue |
| Minneapolis, MN 55401 | London, Ontario, Canada |
| Phone: 612-677-2767 | N6B 1Y8 |
| Attn: Nathan Sorensen | Phone: 519-432-3550 |
| nathans@mhec.org | Attn: Dave Bell dbell@infotech.com |
| Facsimile: 612-767-3353 | Facsimile: 519-432-2506 |

Changes to the above information will be given to the other Party in a timely manner

- (b) To Procuring Eligible Organization: Notices shall be sent to Eligible Organization's business address. The term "business address" shall mean the "Bill to" address set forth in the SA signed by the Procuring Eligible Organization.
- 26. Administrative Reporting and Fees: On a quarterly basis (where quarter one is January 1 March 31 and the quarter one report is due by April 30), Info-Tech will, in a timely manner, make available to MHEC reports and information generated by this Master Agreement, including but not limited to state-by-state and institution-by-institution information on sales volume and volume savings. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to one percent (1%) of the net Service sales for that quarter period (the "Fee"). MHEC, from time to time and at its sole discretion, may change the percentage of the Fee it will receive as a result of this Master Agreement. Any change in the fee may also require a change in the Services price.
- 27. **MHEC Not Liable**: MHEC is not liable to Info-Tech for the failure of any Procuring Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of a SA Exhibit B and/or the Master Agreement.
- 28. **Prior Agreement**: This agreement, together with any SA Exhibit B, contains the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this agreement is binding on either party. This agreement cannot be amended or modified, other than by a change made in writing, dated and executed by the parties.
- 29. **Force Majeure**: Neither party shall be liable for an omission or delay in the execution of its obligations hereunder caused by an event beyond its reasonable control. The time for the performance of the obligation that is so delayed shall be extended by a reasonable time, provided that payments shall not be delayed.
- 30. **Severability**: In the event any provision of this Master Agreement shall not be enforceable, the remainder of this Master Agreement shall continue in full force and effect.
- 31. **Sovereign Immunity**: Notwithstanding anything to the contrary in this Master Agreement or SA Exhibit B under this Master Agreement, this Master Agreement shall not be construed to deprive a Procuring Eligible Organization of its sovereign immunity, or of any legal requirements, prohibitions,

protections, exclusions or limitations of liability applying to this Master Agreement or afforded by Procuring Eligible Organization's State to the Procuring Eligible Organization.

32. **Miscellaneous**: Procuring Eligible Organization shall not use Info-Tech's name, trademarks or logo in any promotional materials without Info-Tech's express written consent. Info-Tech shall not use MHEC and/or Procuring Eligible Organization's name, trademarks or logo in any promotional materials without MHEC and/or Procuring Eligible Organization's express written consent.

All parties to this Master Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Master Agreement that shall be considered an original and shall be admissible in any action to enforce this Master Agreement.

The Parties, by their respective signing below, agree with the terms of this Master Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

Midwestern Higher Education

Commission

Signature.

Name: Lavy ISaak

Title: President

Date: 3-20-13

Info-Tech Research Group

DAV. N Junsat

VP R4D

FEBRUTRY 15, 2013



SERVICES PRICING EXHIBIT Exhibit A INFO-TECH RESEARCH GROUP

A. TEAM ACCESS PRICING GUIDELINES

Membership types for each customer are determined by the customer's segment. Segment is defined by the total number of full-time equivalent (FTE) IT staff employed by the enterprise including all locations, divisions, departments and business units (verified at time of purchase).

Each physical business location (a "site") must purchase their own membership which will reflect the segment applicable to the total FTE IT staff in the entire enterprise. Memberships are not based solely on the number of staff at the actual site, or department/division or business unit within a physical location. Customers purchasing a membership may not add IT staff to their membership that are not based at the physical address provided, unless previously agreed upon by Info-Tech Research Group. Memberships that cover multiple business locations, and/or departments, and/or divisions and/or subsidiaries/parent companies are available, but will be considered "open market" and quoted on a customized basis. Organizations with more than 100 IT staff fit in the Enterprise segment and will be quoted on a customized basis. Info-Tech and Procuring Eligible Organization, issuance of a valid Purchase Order with reference to this Master Agreement and completion of a valid Service Agreement (SA) Exhibit B, will mutually agree to the Services, applicable fee and any additional contract terms.

Where an organization has several divisions, departments or business units at a single location, each business unit or division must purchase their own team membership or purchase a custom license. Once purchased, the customer may determine how many members of the staff at their site will have login access and receive email distribution of research content.

Where a customer outsources a significant portion of IT functions, Info-Tech will determine segment based on data such as annual revenue, number of staff, number of business locations, and complexity of technology operations.

Info-Tech reserves the right to determine what constitutes a site, and to apply a segment to the customer for the purposes of determining the license available for purchase.

Info-Tech will provide complete and updated price lists to MHEC on a annual basis. In addition we will identify all line item price increases, decreases, product additions and/or deletions.

Practical Research that Drives Measurable Results

B. INFO-TECH PRICING

Bronze Membership

Bronze membership includes team access to the following features:

- Application Silo
- Infrastructure Silo
- MeasureIT
- OptimizeIT

| Info-Tech Segment | # of IT Staff | BRONZE Site Price (list price)ice) | BRONZE MHEC Price |
|-------------------|---------------|---------------------------------------|-------------------|
| Small A | 1 to 5 | \$2,400 | \$1,785 |
| Small B | 6 to 10 | \$3,400 | \$2,525 |
| Medium | 11 to 25 | \$10,900 | \$8,095 |
| Large | 26 to 100 | \$16,500 | \$12,255 |

Silver Membership

Silver membership includes team access to the following features:

- Application Silo
- Infrastructure Silo
- MeasureIT
- OptimizeIT
- 3 named users for the IT Strategy & Leadership Silo and Personal Advisory Services
- For Medium, Large and Enterprise: 3 named users for Mark Anderson's Predicting the Future content
- Access to CIO Business Vision (Business Needs Assessment tool)

| Info-Tech Segment | # of IT Staff | SILVER Site Price (list price) | SILVER MHEC Price | |
|-------------------|---------------|-----------------------------------|----------------------|--|
| Small A | 1 to 5 | \$5,500 | \$4,085 | |
| Small B | 6 to 10 | \$6,500 | \$4,830 | |
| Medium | 11 to 25 | \$15,900 | \$11,810 | |
| Large | 26 to 100 | \$22,900 | \$17,010 | |

Practical Research that Drives Measurable Results

Gold Membership

Gold membership includes team access to the following features:

- Application Silo
- Infrastructure Silo
- MeasureIT
- OptimizeIT
- All users have access to IT Strategy & Leadership Silo and Personal Advisory Services
- For Medium, Large and Enterprise: 3 named users for Mark Anderson's Predicting the Future content
- Access to CIO Business Vision (Business Needs Assessment tool)10 Enterprise Advisory units for custom research

| Info-Tech Segment | # of IT Staff | Gold Site Price (list price) | GOLD MHEC Price | |
|-------------------|---------------|------------------------------|--------------------|--|
| Small A | 1 to 5 | \$7,500 | \$5,570 | |
| Small B | 6 to 10 | \$8,500 | \$6,315 | |
| Medium | 11 to 25 | \$19,900 | \$14,775 | |
| Large | 26 to 100 | \$32,900 | \$24,430 | |

C. McLEAN and COMPANY PRICING

Bronze Membership

Bronze membership includes team access to the following features:

- Online Research
- Customized HR Benchmarking

| McLean & Company Segment | BRONZE Site Price (list price) | BRONZE MHEC Price | |
|-----------------------------|--------------------------------|----------------------|--|
| Small A | \$1,900 | \$1,410 | |
| Small B | \$2,900 | \$2,155 | |
| Medium | \$4,900 | \$3,640 | |
| Large | \$6,900 | \$5,125 | |

Silver Membership

Silver membership includes team access to the following features:

- Online Research
- Customized HR Benchmarking
- Policies & Job Descriptions
- Access to Standard Surveys
- 3 named users Personal Advisory Services

Practical Research that Drives Measurable Results

| McLean & Company Segment | BRONZE Site Price (list price) | BRONZE MHEC Price |
|-----------------------------|--------------------------------|----------------------|
| Small A | \$5,500 | \$4,085 |
| Small B | \$6,500 | \$4,825 |
| Medium | \$9,900 | \$7,400 |
| Large | \$14,900 | \$11,065 |

Gold Membership

Gold membership includes team access to the following features:

- Online Research
- Customized HR Benchmarking
- Custom Policies & Job Descriptions
- Access to Surveys with Unlimited Customization
- Personal Advisory Services

| McLean & Company Segment | GOLD Site Price (list price) | GOLD MHEC Price |
|-----------------------------|---------------------------------|-----------------|
| Small A | \$7,900 | \$5,865 |
| Small B | \$9,900 | \$7,350 |
| Medium | \$19,000 | \$7,350 |
| Large | \$32,900 | \$24,430 |

D. World Class Operations

| World Class Operations* | | |
|-------------------------|----------|--|
| Product / Currency: USD | | |
| Workshop | \$15,000 | |

^{*}Word Class Operation workshops will not be discounted for MHEC members.

Price Escalation: The parties agree that the annual price increase, as defined as the effective date, that affects the MHEC Price shall not exceed 5% or the United States Consumer Price Index (CPI-U), whichever is greater.



SERVICE AGREEMENT - SA Exhibit B INFO-TECH RESEARCH GROUP

Research and Advisory Memberships

Team Access

Info-Tech memberships are based on a team licensing model that allows access for all IT staff.

Online Research Overview

Our research provides complete solutions to your specific IT challenges with step-by-step guidance and unique sets of tools designed to help you successfully complete each phase of the project at hand. We provide support for your key responsibilities and tasks, including:

- Assessing trends and developing strategy
- Making technology decisions
- Implementing new technologies and processes
- Managing and improving IT operations

We take a project, break it down into steps, and then provide you with the tools to get each step done. This eliminates guesswork and hunting for resources; everything you need is easily accessible in one convenient location, when you need it.

Solution Sets

Info-Tech research is built around a tool-based model that incorporates analysis, advice and the tools you need to get things done. You get access to:

- Practical tools and resources packaged in Solution Sets:
 - Step-by-step, task-focused guidance for every project
 - All of the tools required to complete the project, in one location
 - Solution Maps that connect the tasks within the context of the project, so you can jump in at any point and easily find the right tools
- In the **Solution Map**, we take a holistic view of a project, break it down into individual tasks, and then address those tasks from your point of view.

This unique approach to IT research provides you with the knowledge you require to make critical decisions paired with the tools you need to get the job done.

Practical Research that Drives Measurable Results

Sample Solution Map and Sets Example taken from server and storage virtualization:



Solution Sets



Get Moving with Server Virtualization

Save money white building an agile, efficient and resilient server infrastructure.

Included in Solution Set 1 FowerFoint, 1 note, 1 video and 3 tools.

Enter Solution Set



Select the Right Vendor for Server Virtualization

VMware continues to dominate but Offix and now Microsoft offer viable alternatives

Included in Solution Set: 1 PowerPoint, 10 Notes, and

Enter Solution Set



Avoid Server Virtualization Implementation Pain

Virtualization is not a magic bullet. Poor scoping of infrastructure and business needs will lead to implementation pain

Included in Solution Set 1 PowerPoint, 2 Notes, 1

Enter Solution Set

Cloud Infrastructure Server Partner

👅 Leverage Server Virtualization for DR Affordability and Agility

Virtualization is not just for consolidation - drive cost and complexity out of system availability and restore

Included in Solution Set 1 PowerPoint, 1 Video, and

Enter Solution Set



Build an Optimized Infrastructure-as-a-Service Internal Cloud

The best computing cloud is the one you've already started with server virtualization

Included in Solution Set 1 PowerPoint, 4 notes, 3

Euler Solution Set

In the above example, the Solution Map comprises seven unique Solution Sets.

These Solution Sets provide you with comprehensive packages of advice and tools to walk you through the key challenges you face, including:

- Executive presentations of all of our key recommendations
 - Communicate effectively with your own stakeholders
- Supporting data and case studies from the Info-Tech global network
 - Leverage your peers' best practices
- Decision tools, templates, and polices

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Practical Research that Drives Measurable Results

- Use tested tools and proven methods
- Video summaries of our point of view and analysis
 - Keep your team up-to-speed easily using our subject matter experts

New Solution Sets are published each week to provide you with coverage of the IT issues you're facing on a daily basis.

OptimizeIT

OptimizeIT is a best practices development system for core IT functions, and it is a key component of your membership. It provides programs designed to help you dramatically improve your IT operations, processes and resource management. OptimizeIT will help you efficiently use your scarce resources by showing you the steps to take and providing the tools you need to streamline your IT functions. The major disciplines are outlined below.

OptimizeIT Management Best Practices Topics

- 1. Project Management
 - Project Prioritization
 - PM Lite
 - Project Portfolio Monitoring
- 2. IT Strategy and Planning
 - IT Strategy
- 3. IT Resource Management
 - Talent Management
 - Vendor Management
- 4. Applications Management
 - Application Maintenance
- 5. IT Governance
 - Policy and Procedure Management
- 6. Risk Management
 - IT Continuity Planning
 - Compliance
 - Security

Practical Research that Drives Measurable Results

MeasurelT

MeasureIT is a customized peer benchmarking program that compares your budget and staffing with those of your peers, including companies in similar industries and of similar size. It generates your results immediately, for instant access to over 100 metrics that can help you justify your spending and staffing requests.

MeasureIT will help you:

- Justify your spending with valuable budget data customized to your company
- Compare your staffing practices with those of your peers to see if your department is in line with those at similar organizations
- Access (in one convenient program) over 100 custom metrics that are impossible to find anywhere else

For example, a one of the metrics included in the MeasureIT budget benchmark report is "Capital Budget as a Percentage of Revenue". You can see, at a glance, how your relative spending level compares to other organizations with similar:

- Growth in capital budget
- Growth in operating budget
- Involvement in outsourcing
- Size based on revenue
- Industry

Sample MeasureIT Benchmark Results

Example below taken from: Instant IT Benchmarks:

Capital Budget
Growth

Operating
Budget
Growth

Outsourcing

Industry

0% 1% 2% 3% 4% 5% 6% 7%

Practical Research that Drives Measurable Results

Purchase Optimization

Technology purchases rarely fall in favor of the buyer. It takes an expert third-party review to identify any shortcomings or unnecessary costs. Our analysts will review your IT product or services RFP-responses, quotes, proposals, or contract to ensure you get the best deal.

We apply a five-point inspection to your deal, reviewing licensing, specs & features, terms of service, cost per unit, and discount levels. You receive a report with recommendations on how to reduce costs, mitigate risks, and optimize your purchase.

We save our clients millions of dollars each year. Whether you're purchasing Anti-Malware software, storage, networking gear, enterprise applications, or more...contact us today!

Clients frequently use our <u>Purchase Optimization</u> service to refine their <u>Microsoft Licensing</u>. We help you:

- Navigate the complexities of MS Licensing to choose your best option.
- Avoid over-spending for license features you don't need.
- Identify opportunities to save money or avoid anti-piracy penalties.
- Right-size your costs and products to your organization's needs.

Peer-to-Peer Networking

You get a coordinated, facilitated conversation with knowledgeable peers about your questions, on-demand, followed by a summary report.

- Get answers to your questions by talking with industry peers
- We solve the hassle by arranging, hosting, and facilitating the conversation
- Don't worry about taking notes, we've got it covered
- Easy to use

Every day, your peers are sharing their industry-based insights on topics such as these:

- Process (e.g. Help Desk Staffing, DRP Coverage, Requirements Gathering)
- Challenges (e.g. Taming out-of-control vendors, Managing outsource suppliers)
- Projects (e.g. Cloud applications, SAN Storage, Data Integration/Master Data)

Predicting the Future

Your membership includes access for three members to our Predicting the Future research notes.

Written by technology expert and Info-Tech Research Fellow Mark Anderson (CEO of the Strategic News Service), our Predicting the Future reports complement the Strategy & Leadership component of an Info-Tech membership.



Mark is renowned for creating the most accurate predictive newsletter covering the computing and communications industries. His Strategic News Service is read by top executives and financial analysts around the world, including management teams at forward-thinking companies like Microsoft, Dell, Intel, Hewlett-Packard and Symantec.

Predicting the Future research is ideal for strategy development and business technology planning. Its primary goal is to provide managers with information that is not available in the press about critical computer and telecommunications issues, trends and events. We're pleased to offer this unique ongoing insight to our clients.

Analyst Access (Advisory Services)

An Info-Tech membership gives you on-demand access to the expertise of our entire team of analysts via phone or email.

Call services. Leverage the value included in your membership. Rely on our experienced Analysts for answers when you:

- Need to validate your decisions or discuss the best direction for an IT project
- Want assistance getting the buy-in from other members of your organization
- Require an objective third-party to answer your IT/management questions

You can talk to our analysts about any business/IT situation.

Your account manager works with you to understand your situation and the issues you would like addressed throughout the year. For each call or email interaction, they will pair you with the Analyst who will be the most beneficial, knowledgeable and experienced based on your specific circumstances. Your analyst will continue to monitor your progress and touch base with you throughout the duration of your project to ensure that you are getting the results you expect.

Member access includes the following:

- 1. Telephone consultations with our analysts (on-demand)
- 2. Email interactions with an analyst concerning your IT, business and/or strategy concerns

Service Details

Accessing Info-Tech Services

Our Services include an easy to administrate access model that will allow maximum access by IT team members. Each Research Member is assigned a username and password and receives a new user tour upon registration.



The Services are provided via the Web using, as a minimum, Internet Explorer 6 and Mozilla Firefox 2.x Web browsers for a Windows environment. All of our online downloads are available in MS Office formats, PDF or Zip files containing the same formats.

We have clients in a wide variety of locations and time zones, and we accommodate them based on the times that are common to our respective time zones. Our analysts work from 9:00 am to 5:00 pm Eastern Time for telephone consultations.

Analysts are available at their earliest opportunity, but due to the amount of preparation involved, a minimum of 24 hours lead time is required. Generally, if there are no travel complications, analysts are available within 2-3 business days of the request.

Dedicated Account Management

Your company will have a dedicated Senior Account Manager to manage service delivery to your enterprise on a regional and national level. You will also be assigned a customer service representative who can assist with research requests and site usage.

Your account manager and customer service representative are available from 08:00 a.m. to 5:00 p.m. (Eastern Time), Monday to Friday. Customer service is also available online using the Live Chat function of our website.

This dedicated service can be used to:

- Make account inquiries, including adding or deleting members on your account
- Obtain help locating specific research
- Gain assistance using all membership resources
- Book calls or consultations with research analysts



INFO-TECH RESEARCH GROUP SERVICE AGREEMENT

| Service Agreement This Service Agreement (SA) is Queens Ave., London, ON, Cana Organization), and includes the Agreement MHEC-130214 between the SA constitution of the SA constitutio | ada N6B 1Y8 and <enter enti<br="">the Midwestern Higher Educ ween Info-Tech and MHEC, the utes the complete agreement ective when signed by both pa</enter> | TY NAME AND AD cation Compact terms of which a between Info-T rties. Eligible Org | DDRESS> (Eligible (MHEC) Master are incorporated ech and Eligible |
|--|---|---|--|
| Services | Membership Period | Price | Total |
| | | | |
| Total Investment | | | |
| Once this contract is signed an will commence within 2 busine date this proposal and fax to the We thank you and look forworganization! | ess days of receipt of this exected number provided below. | uted agreement. | Please sign and |
| INFO-TECH RESEARCH GROUP INC | . Institution Na | me: | |
| Signature: | Signature: | | |
| Name: Title: | Name: Title: | | |
| Date: | D-4 | | |
| Billing Information | | | |
| Purchase order Number: | | | |
| Incoming Designable Council. | To see | | |
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*Payments are due net 30 days from Client's receipt of invoice.

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Practical Research that Drives Measurable Results

Please return fax or original of this signed Service Agreement to:

Dave Bell
Director of Sales
Info-Tech Research Group Inc.
602 Queens Ave.
London, Ontario, Canada
N6B 1Y8

Tel: 888-670-8889 Fax: 519-432-2506 dbell@infotech.com