

**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, Nevada, New Mexico, North Dakota*, Oregon, 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, sub-licensable 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 PERFORM 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,

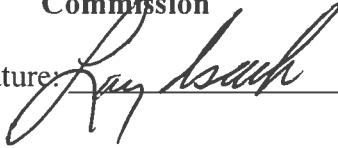
protections, exclusions or limitations of liability applying to this Master Agreement or afforded by Procuring Eligible Organization's State to the Procuring Eligible Organization.

- 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**

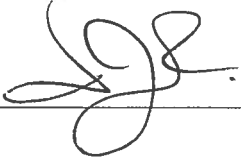
Signature: 

Name: Larry Isaak

Title: President

Date: 2-20-13

Info-Tech Research Group



Davin Jansa

VP R&D

FEBRUARY 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 an annual basis. In addition we will identify all line item price increases, decreases, product additions and/or deletions.

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)	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

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

**World 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.

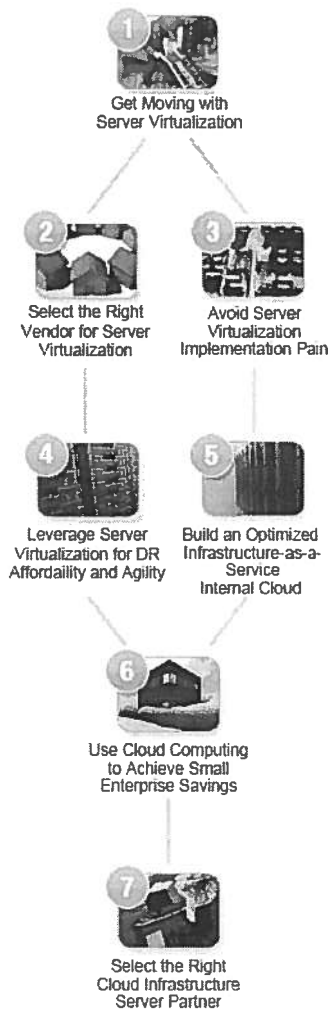
This unique approach to IT research provides you with the knowledge you require to make critical decisions paired with the tools you need to get the job done.

Sample Solution Map and Sets

Example taken from server and storage virtualization:

I Need to:

Solution Road Map



Solution Sets

- 1. Get Moving with Server Virtualization**
 Save money while building an agile, efficient and resilient server infrastructure.
Included in Solution Set: 1 PowerPoint, 1 note, 1 video and 3 tools.
[Enter Solution Set](#)
- 2. Select the Right Vendor for Server Virtualization**
 VMware continues to dominate but Citrix and now Microsoft offer viable alternatives.
Included in Solution Set: 1 PowerPoint, 10 Notes, and 1 Video
[Enter Solution Set](#)
- 3. 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 Tool
[Enter Solution Set](#)
- 4. 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 6 Notes
[Enter Solution Set](#)
- 5. 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 videos
[Enter 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**

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

MeasureIT

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:

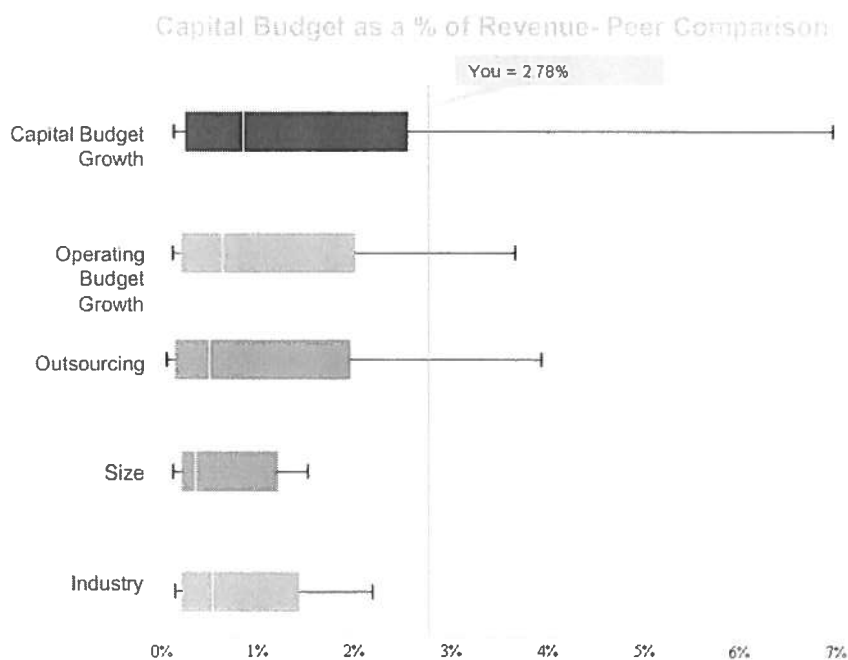
- Justify your spending with valuable budget data customized to your company
- Compare your staffing practices with those of your peers to see if your department is in line with those at similar organizations
- Access (in one convenient program) over 100 custom metrics that are impossible to find anywhere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



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 Purchase Optimization service to refine their **Microsoft Licensing**. 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.

Practical Research that Drives Measurable Results

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.

Practical Research that Drives Measurable Results

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 between Info-Tech Research Group (Info-Tech) located at 602 Queens Ave., London, ON, Canada N6B 1Y8 and <ENTER ENTITY NAME AND ADDRESS> (Eligible Organization), and includes the Midwestern Higher Education Compact (MHEC) Master Agreement MHEC-130214 between Info-Tech and MHEC, the terms of which are incorporated by reference. This SA constitutes the complete agreement between Info-Tech and Eligible Organization, and shall be effective when signed by both parties. Eligible Organization agrees to subscribe to the following Services for the term and fees set forth above.

Services	Membership Period	Price	Total
Total Investment			

Once this contract is signed and approved, your memberships will be initiated. Your services will commence within 2 business days of receipt of this executed agreement. Please sign and date this proposal and fax to the number provided below.

We thank you and look forward to continuing to work with you and the rest of your organization!

INFO-TECH RESEARCH GROUP INC.

Institution Name:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Billing Information

Purchase order Number: _____
 Invoice Recipient Name: _____
 Invoice Recipient E-mail: _____
 Billing Address: _____

*Payments are due net 30 days from Client's receipt of invoice.

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