



Vendor: ERPA

Contract Number: MHEC-RFP-04282024-C004

Primary Solution Area: Professional Services & Consulting

Contract Status: Active

Current Term: July 1, 2025 through June 30, 2028; Four-year renewal option

Lead Public Agency: Midwestern Higher Education Compact (MHEC)

Last Updated: May 2026

MHEC administers competitively solicited cooperative technology agreements that eligible organizations may use, subject to their own statutes, policies, procurement authority, and internal approval requirements.

Contract Highlights and Documentation: <https://mhec.org/what-we-do/contracts/technology/erp-analysts-inc/> ERP implementation and managed services: modernization, enterprise system optimization, ERP lifecycle management.

MHEC Contact

Nathan Sorensen

Senior Director of Government Contracts

nathans@mhec.org

www.mhec.org

(612) 677-2767

Administrative Notice

This cover page is provided for administrative convenience. It does not amend, modify, interpret, or supersede the executed master agreement, amendments, exhibits, attachments, pricing documents, solicitation documents, or other incorporated contract documents. Each participating organization is responsible for determining its own eligibility, procurement authority, scope fit, funding approval, legal requirements, and local ordering process. If this cover page conflicts with the executed master agreement documents, the executed master agreement documents control.

AMENDMENT # 1
MASTER AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND ERP ANALYSTS, INC.
EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2028

Whereas, this Amendment #1 (“Amendment”) is entered into by and between the Midwestern Higher Education Commission (MHEC) and ERP Analysts, Inc. (ERPA or Provider), contract number MHEC-RFP-04282024-C004.

Whereas, the parties entered into the Master Agreement dated July 1, 2025 (the Agreement) and the parties now desire to amend the terms of the Agreement.

Now, therefore:

1. RECITAL AMENDMENT. Effective July 1, 2026, the first recital of the Agreement is hereby deleted in its entirety and replaced with the following:

“Whereas, the Midwestern Higher Education Commission (MHEC), a nonprofit 501(c)(3) entity and statutory governing body of the Midwestern Higher Education Compact which consists of eleven Midwestern states, has a proven history of leadership in cooperative procurement, delivering cost-effective, transparent, and accountable solutions to institutions across its member states; and”

2. REGIONAL COMPACTS MEMBER STATES AMENDMENT. Effective July 1, 2026, Section 3.A, MHEC Member States, of the Agreement is hereby deleted in its entirety and replaced with the following:

“A. MHEC Member States: States that are members or affiliate members of the Midwestern Higher Education Compact. Current MHEC Member States are:

Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, and Wisconsin.”

3. SOUTH DAKOTA ELIGIBILITY. Effective July 1, 2026, as a result of South Dakota’s withdrawal from the Midwestern Higher Education Compact, South Dakota shall no longer be considered a MHEC Member State for purposes of the Agreement, and entities located in South Dakota shall not be eligible to initiate new purchases, Orders, ERPA Order Forms, Reseller-Customer Agreements, Statements of Work, participating addenda, cooperative usage arrangements, or other purchasing activity under the Agreement.

For avoidance of doubt, any purchase order, executed contract, Order, ERPA Order Form, Reseller-Customer Agreement, Statement of Work, or other legally binding agreement fully executed by a South Dakota entity under the Agreement prior to July 1, 2026, may continue

through the full term of the applicable agreement, unless otherwise terminated pursuant to the Agreement or the applicable ordering document.

South Dakota entities shall not be eligible to access the Agreement indirectly through resellers, affiliates, other higher education compacts, or third-party purchasing arrangements.

4. Section **7. SCOPE OF PRODUCTS AND SERVICES, E. ORDERING** of the Agreement shall be deleted in its entirety and replaced with the following:

“E. ORDERING

Work Breakdown Structure (WBS) Alignment

Each Statement of Work (SOW) shall include a project-specific Work Breakdown Structure (WBS). The WBS serves as a framework for defining and organizing the total scope of the engagement into manageable deliverables, phases, and milestones. It supports the assignment of responsibilities, estimation of costs, scheduling of tasks, and monitoring of progress. The WBS shall:

- Be mutually agreed upon prior to service commencement;
- Align with pricing models as defined in Exhibit B;
- Form the basis for milestone payments, reporting obligations, and change control procedures; and
- Be adaptable in complexity based on the size and duration of the engagement.

Ordering shall be conducted in accordance with the instructions outlined in Exhibit A – Ordering Instructions along with the following guidelines, outlined below and incorporated into a Statement of Work (SOW). All services shall be described in a SOW mutually agreed upon by ERPA and the Procuring Eligible Organization. SOWs must reference the MHEC Master Agreement number.

1. Purchase Orders: The Procuring Eligible Organization may require a Purchase Order (PO) be attached to each SOW or service quote and shall include reference to this Agreement.

2. Custom Engagements: ERPA may offer custom services beyond the published scope, provided they are consistent with the objectives of the Master Agreement and documented in a separate SOW.

3. Customer Support: ERPA shall designate an MHEC Account Team to serve as the primary point of contact for all proposals, project scoping, ordering, and escalations.

4. Order Documentation: Quotes and SOWs shall include detailed descriptions of services, project timelines, assumptions, exclusions, and applicable pricing.

5. Order Confirmation: Upon receipt of an executed Purchase Order and SOW, ERPA will confirm acceptance in writing and assign a project lead.

6. Amendments and Change Orders: All changes to an existing SOW must be documented through a mutually agreed amendment or formal change order signed by both parties.

7. Workday Reseller Orders: For Workday subscription licenses procured through ERPA in its capacity as an authorized Workday reseller, the Procuring Eligible Organization may execute ERPA's Reseller-Customer Agreement and associated ERPA Order Forms to document subscription quantities, pricing, and fulfillment terms. Such Reseller-Customer Agreement and Order Forms shall govern ordering and commercial terms between ERPA and the Procuring Eligible Organization, provided that nothing therein shall modify or supersede (i) the applicable Workday End User Subscription Agreement ("EUSA"), or (ii) the terms and conditions of this Master Agreement.

8. Workday Reseller Authorization:

ERPA represents and warrants that, as of the Effective Date of this Amendment, ERPA holds a valid and current authorization from Workday, Inc. to resell Workday subscription licenses to Eligible Organizations ("Reseller Authorization"). ERPA shall promptly notify MHEC in writing if its Reseller Authorization is terminated, suspended, materially limited, or otherwise modified in a manner that would prevent ERPA from fulfilling its obligations as a Workday reseller under this Agreement. In the event of such termination or limitation, the parties shall negotiate in good faith to determine an appropriate course of action, and ERPA shall not be deemed in breach of the Master Agreement solely as a result of Workday's termination of the Reseller Authorization, provided ERPA has complied with this notice obligation."

5. Section **7. SCOPE OF PRODUCTS AND SERVICES, F. LICENSING THIRD-PARTY ERP SOFTWARE** of the Agreement shall be deleted in its entirety and replaced with the following:

"F. LICENSING THIRD-PARTY ERP SOFTWARE

Each Eligible Organization is responsible for negotiating and maintaining any required third-party ERP software license agreements.

ERP Analysts, Inc. ("ERPA") is a certified Workday Reseller and is authorized, on a non-exclusive basis, to facilitate the procurement of Workday subscription licenses and related ancillary services for Eligible Organizations under this Agreement, as provided and priced by Workday, Inc.

For Workday subscription licenses, each Eligible Organization must have an existing Workday End User Subscription Agreement ("EUSA") in effect with Workday, Inc., or must separately negotiate and enter into a written EUSA with Workday, Inc., as a condition precedent to the procurement of any Workday subscription license under this Agreement.

All Workday subscription licenses and ancillary services are governed exclusively by the applicable Workday End User Subscription Agreement ("EUSA"). Eligible Organizations may obtain Workday subscription pricing and place orders through ERPA in its capacity as an authorized Workday reseller, subject to the terms of the applicable Workday End User

Subscription Agreement. ERPA may issue order forms in its capacity as an authorized reseller to document ordering and fulfillment details, but such order forms shall not modify, replace, or supersede the terms of the EUSA or otherwise constitute governing license terms.

Notwithstanding Section 23 (Data Ownership) of the Master Agreement, ERPA is authorized to share Eligible Organization information with Workday to the extent reasonably necessary to fulfill subscription orders placed through ERPA as an authorized reseller. Such disclosure shall be limited to information required for order processing and fulfillment and shall not constitute a waiver of Eligible Organization's data ownership rights under Section 23.

ERPA does not act as a licensing reseller for Oracle/PeopleSoft. It is the responsibility of the Procuring Eligible Organization to procure any required Oracle/PeopleSoft licenses directly from Oracle, Inc. or its authorized reseller.

Notwithstanding Section 10 (Warranty) of the Master Agreement, ERPA's warranty obligations shall not extend to the performance, availability, or functionality of Workday subscription products procured by Eligible Organizations through ERPA as an authorized reseller. The performance and availability of Workday subscription services is governed exclusively by the applicable EUSA between the Eligible Organization and Workday, Inc., and ERPA shall bear no warranty liability for Workday product failures, outages, or deficiencies outside ERPA's reasonable control."

6. Section **7. SCOPE OF PRODUCTS AND SERVICES, G. PRICING AND DISCOUNTS** of the Agreement shall be deleted in its entirety and replaced with the following:

"G. PRICING AND DISCOUNTS

Except for Workday subscription pricing as set forth below, all pricing is subject to the terms outlined in Exhibit B – Pricing and Rate Card.

1. Pricing Models

- **Time & Materials (T&M):** Hourly or daily rates as outlined in the pricing exhibit.
- **Fixed Fee:** For well-defined deliverables or service phases.

2. Volume-Based Discounts

- Additional **1% discount** will apply to proposed rates for project commitments that exceed \$400,000 in combined labor and service value, exclusive of reimbursables.

3. Rebates and Incentives

- **AWS Migration Funding:** Subject to AWS review and approval.
- **Marketing Incentive Fees / Partner Rebates:** For customers who implement Workday and OneSource Virtual's (OSV) Business Process as a Service offering for Payroll and/or Financials under ERPA management. Subject to OSV review and approval.

4. **Bundled Engagements**

- Multi-year support agreements, “deploy + AMS” bundles, or integrated implementation + Extend development services may be eligible for additional pricing concessions or valueadded services.

5. **Rate Revisions**

Rates may be updated no more than once annually with a 30-day notice to MHEC and shall not exceed 3% year-over-year adjustment unless tied to federal labor indexation.

6. **Workday Subscription Pricing.**

Workday subscription pricing is not included in Exhibit B. For Workday subscription licenses procured through ERPA in its capacity as an authorized Workday reseller, ERPA shall obtain applicable subscription pricing from Workday, Inc. Eligible Organizations may negotiate and execute subscription orders with ERPA, and such pricing shall be reflected in the applicable ERPA Order Form. All subscription pricing transacted under this Agreement shall be subject to the terms and conditions of this Master Agreement.

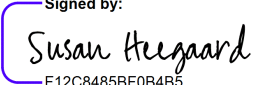
7. EXHIBIT B – PRICING AND RATE CARD shall be deleted and replaced in its entirety with the attached Exhibit B, effective upon execution of this Amendment #1.

Except as expressly set forth herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment #1 and the Agreement, the terms of this Amendment #1 shall govern.

IN WITNESS WHEREOF, the parties have caused this Amendment #1 to be executed by their duly authorized representatives as of the dates set forth below.

Midwestern Higher Education
Commission

Signed by:



F12C8485BF0B4B5...

Signature

Susan Heegaard

Name

President

Title

August 25, 2026 | 1:04 PM PDT

Date

4912-8632-4912, v. 1

ERP Analysts, Inc.

DocuSigned by:



123E86E58E03496

Signature

Matthew McPeck

Name

Chief Financial Officer

Title

August 26, 2026 | 12:38 PM PDT

Date

MASTER AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
ERP ANALYSTS, INC.
EFFECTIVE JULY 1, 2025, THROUGH JUNE 30, 2028

THIS MASTER AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, for the benefit of the eligible organizations located in compact member states, and ERP Analysts, Inc., (hereafter "ERP" or "Provider") with corporate offices located at 425 Metro Place North, Suite 510, Dublin, OH 43017. For purposes of this Master Agreement (hereafter "Agreement"), MHEC and Provider are referred to collectively as the "Parties" or individually as "Party."

Whereas, the Midwestern Higher Education Commission (MHEC), a nonprofit 501(c)(3) entity and statutory governing body of the Midwestern Higher Education Compact which consists of twelve Midwestern states, has a proven history of leadership in cooperative procurement, delivering cost-effective, transparent, and accountable solutions to institutions across its member states; and

Whereas, through strategic inter-regional agreements with the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE), MHEC extends the benefits of its Master Agreements nationwide, enabling collaboration, resource sharing, and cost efficiencies among a broad range of eligible organizations, including public and non-profit higher education institutions, public and nonprofit K-12 educational institutions, state and local government entities across the participating compact regions; and

Whereas, the **MHEC Next Generation Higher Education ERP System of Systems RFP (MHEC-RFP-04182024)**, dated April 18, 2024, was designed to procure scalable, innovative, and cost-effective Enterprise Resource Planning (ERP) solutions and services tailored to the diverse operational and strategic needs of higher education institutions; and

Whereas, the RFP aimed to identify ERP vendors, system integrators, consulting partners, and resellers capable of delivering end-to-end ERP solutions with a focus on scalability, innovation, and cost efficiency for public and non-profit higher education institutions, while also offering availability to other eligible organizations; and

Whereas, MHEC conducted a competitive sourcing event and upon the completion of the competitive process ERP Analysts, Inc. received an award; and

Whereas, this Agreement provides comprehensive access to ERP systems, cloud-based services, AI and data analytics platforms, and associated services enabling institutions to streamline

administrative functions, enhance student services, and support evidence-based decision-making; and

Whereas, the agreement is the result of a competitive sourcing process consistent with local, state, and federal procurement laws, with the aim of ensuring fairness, transparency, and alignment with public procurement standards; and

Whereas, this agreement supports institutional goals of operational sustainability, student success, and compliance by providing access to future-ready ERP solutions and expert support; and

Whereas, MHEC agreements are grounded in rigorous oversight, regular reporting, and continuous improvement processes, offering decision-makers confidence in the reliability and value of this cooperative procurement effort; and

Whereas, institutions and other eligible organizations that leverage this Agreement gain the benefits of collective procurement, reduced administrative burden, and cost-effective solutions that are scalable to their unique needs; and

Whereas, this Agreement represents a strategic initiative to drive operational excellence and deliver measurable value to public and non-profit higher education institutions, as well as other eligible organizations nationwide; and

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, this Agreement defines the terms and conditions under which eligible organizations may procure ERP systems and associated services from the Provider. This Agreement is designed to promote collaboration, cost savings, and alignment with institutional goals and strategic objectives.

1. CONTRACT TERM

This Agreement shall become effective on July 1, 2025, and shall remain in effect until June 30, 2028 (the “Term Ending Date”), unless terminated earlier as provided herein. The Agreement may be renewed for up to four (4) additional years by mutual written agreement of the Parties. During the Agreement’s term, Eligible Organizations may procure products and services from the Provider in accordance with the terms and conditions of the MHEC Master Agreement.

2. ELIGIBLE ORGANIZATIONS

This Master Agreement establishes the framework through which Eligible Organizations may procure solution offerings as defined in the Scope of Products and Services section from Provider.

Eligible Organizations include:

1. Not-for-profit private and public institutions and systems of higher education (e.g., colleges, universities, community colleges, technical institutions, and similar entities);
2. Not-for-profit private and public K-12 schools and school districts;
3. City, county, other local governments and special districts, including those providing essential public services such as water, transportation, and public safety; and
4. State governments, including their agencies and departments.

Eligible Organizations are able to participate under this Agreement by virtue of their state’s membership within a regional compact, as detailed in the Regional Compacts Member States

section. These Regional Compacts operate under legislatively enacted agreements that establish their statutory authority to facilitate cooperative resource sharing and procurement among member states.

Participation requires no additional approval or membership beyond an Eligible Organization's presence in a Regional Compact Member State or territory. The Agreement adheres to public procurement principles, including transparency, competition, and fairness, consistent with applicable federal and state laws.

Additionally, Eligible Organizations must be located within the member states or territories of the following Regional Compacts, as detailed in the Regional Compacts Member States section:

A. Regional Compacts

1. The Midwestern Higher Education Compact (MHEC),
2. The New England Board of Higher Education (NEBHE),
3. The Southern Regional Education Board (SREB), and
4. The Western Interstate Commission for Higher Education (WICHE).

3. REGIONAL COMPACTS MEMBER STATES

The Regional Compacts are legislatively established interstate compacts with broad authority to contract for the benefit of their member states. These Regional Compacts serve as lead public agencies on behalf of their member states for the purpose of advancing resource sharing, cost efficiency, and public benefit among the member states. The statutory authority granted to these Regional Compacts enables participation by Eligible Organizations located in a Regional Compact Member State, while the Regional Compacts' adherence to public procurement principles, including transparency, competition, and fairness makes certain that participation in this Agreement is consistent with public procurement regulations and best practices.

The Regional Compacts Member States include the following states and territories, categorized by Compact:

- A. **MHEC Member States:** States that are members or affiliate members of the Midwestern Higher Education Compact. Current MHEC Member States are:
Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.
- B. **NEBHE Member States:** States that are members or affiliate members of the New England Board of Higher Education. Current NEBHE Member States are:
Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont.
- C. **SREB Member States:** States that are members or affiliate members of the Southern Regional Education Board. 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 States:** States and territories that are members or affiliate members of the Western Interstate Commission for Higher Education. 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.

Participation in this Agreement is based solely on an Eligible Organization's presence within a Member State or territory of one of these Regional Compacts, with no further requirements for eligibility or access to leverage this Agreement.

4. DUE DILIGENCE

Notwithstanding MHEC's role in establishing this Agreement and any additional efforts undertaken by MHEC, the Eligible Organization acknowledges and agrees to the following:

- A. The Eligible Organization is solely responsible for conducting its own due diligence with respect to this Agreement.
- B. MHEC does not assume responsibility for, nor makes any representations or warranties regarding, the appropriateness or suitability of this Agreement for the Eligible Organization.
- C. MHEC has made no legally binding representations regarding the Provider, or its Products and Services. MHEC does not guarantee or warrant the performance, quality, or suitability of any Products and Services provided by the Provider.
- D. MHEC is not responsible for any actions or omissions by the Provider.

Issues of interpretation and eligibility for participation are governed exclusively by the procurement laws, statutory rules, and regulations applicable to the Eligible Organization. The Eligible Organization is solely responsible for ensuring it possesses the requisite authority to place orders under this Agreement.

5. QUANTITY GUARANTEE

This Master Agreement does not constitute a purchase order and does not guarantee that any purchases will be made by any Eligible Organization. MHEC is under no obligation to make affirmative efforts to facilitate or induce purchases under this Agreement. The quantity of Products and Services that may be purchased is undetermined. Any estimated quantities provided, whether based on historical data or other means, are intended solely as a guide and shall not be considered a representation or commitment by MHEC or any Eligible Organization. This Agreement is non-exclusive. Both MHEC and Eligible Organizations retain the right to procure Products and Services from other sources during the term of this Agreement.

6. ORDER OF PRECEDENT

In the event of any conflict between the terms and conditions of this Agreement and an Eligible Organization's state or institutional laws or regulations, the Eligible Organization and the Provider may enter into an addendum to amend the terms and conditions of the Agreement to ensure compliance with such laws and regulations.

Similarly, an Eligible Organization participating in this Agreement may enter into a separate supplemental agreement with the Provider to define additional service requirements beyond those outlined in the Agreement, such as invoice requirements, ordering procedures, or specialized delivery needs.

Any such addendum or supplemental agreement shall:

1. Be in writing;
2. Be signed by the authorized representatives of both the Eligible Organization and the Provider; and
3. Apply exclusively between the parties to the addendum or supplemental agreement.

In the event of a conflict among documents, the following order of precedence shall apply:

- A. A mutually agreed upon Statement of Work ("SOW") or Service Level Agreement ("SLA");
- B. An executed addendum, excluding Orders, between the Eligible Organization and the Provider;
- C. License terms applicable to the software license or software service purchased under this Agreement;
- D. The terms and conditions of this Agreement, including any MHEC-Provider addenda and its Exhibits; and
- E. The list of Products and Services contained in the Order.

7. SCOPE OF PRODUCTS AND SERVICES

This Scope of Products and Services defines the offerings made available by ERP Analysts, Inc. ("ERPA" or "Provider") to Eligible Organizations under this Agreement. The scope includes professional services, managed support, cloud enablement solutions, and offerings aligned with enterprise resource planning (ERP) system modernization and support.

All Products and Services are available for procurement by Eligible Organizations via executed Statements of Work ("SOW") and/or Purchase Orders in accordance with the Ordering and Pricing Exhibits to this Agreement.

A. DEFINITIONS

- **ActiveGenie™:** A proprietary ERPA DevOps and cloud migration and management platform used to automate, monitor, and optimize cloud infrastructure, primarily within AWS-hosted environments. ActiveGenie™ supports provisioning, patching, backup, security configuration, and cost control.
- **Procuring Eligible Organization:** An Eligible Organization which desires to purchase under this Agreement and has executed an Order.

B. PROFESSIONAL SERVICES

In addition to platform-specific services, ERPA offers a robust suite of professional services that support institutions across every phase of their ERP lifecycle. These services are designed to help Eligible Organizations define goals, prepare for transformation, and optimize return on investment from modern cloud ERP platforms.

Professional services include, but are not limited to:

1. **System Implementation and Upgrade Services:** Full life cycle deployment services for Workday and PeopleSoft systems, modules, and ancillary systems and tools. Includes Project Management.
2. **Cloud Modernization and Migration Services:** Full life cycle migration services for legacy IT environments, including (but not limited to) cloud architecture design, provisioning, cutover planning, migration, and post-migration stabilization.
3. **Innovation Workshops and AI Solution Development:** Use case development, building and implementing Machine Learning (ML), Artificial Intelligence (AI), Generative AI, Agentic AI, and Extend (Workday specific) solutions to support institutional goals.
4. **Application Management Services.** Post-production services designed to ensure optimal operations and management of ERP applications and the underlying infrastructure (as applicable).
5. **Assessment and Strategic Roadmapping Services:** Evaluation of legacy IT environments in part or in whole, align cloud strategies with business objectives, and develop a comprehensive migration plan. Includes modernization readiness assessments, roadmaps and ERP deployment readiness and planning.
6. **Organizational Change Management (OCM):** Change impact assessment and analysis, communication planning, training strategies, stakeholder engagement, and adoption measurement.
7. **Business Process Optimization and Redesign Services:** Functional consulting, including assessments and recommendations for modernization of HR, finance, student information systems, and processes. Redesign and configuration activities.
8. **Technical and Application Development Services:** Technical consulting including building and deploying enhancements, custom applications, interfaces, reporting, etc.
9. **Staff Augmentation:** Skilled technical and functional professionals available for short-term projects, long-term projects, and contingent staffing.

These services are available to all Eligible Organizations and are delivered through Statements of Work (SOW) customized to institutional priorities.

C. PRODUCTS AND SERVICES OFFERED

ERPA provides enterprise IT services supporting cloud-based ERP transformation and operations across three core solution platforms: **Workday**, **Oracle PeopleSoft**, and **Amazon Web Services (AWS)**. Each solution area includes end-to-end services from strategy and implementation to managed support and automation. To further expand on Section B above:

1. Workday Services

ERPA is a certified Workday Services Partner and offers:

- Deployment services (net new and Phase X) for Workday including, but not limited to HCM, Financials, Payroll, Student, Extend, Prism, etc.
- Bridge Support for Payroll and Financials (extension of post-deployment hypercare for payroll and financial reporting cycles)
- AMS (Application Management Services) packages which include features such as named oversight and support resources, bi-annual Workday update release support, day-to-day operations, roadmapping, and defined support hours and service level agreement.
- Workday tenant migration to public cloud services
- Reporting and Prism analytics development and consulting services
- Optimization services including module diagnostics, business processes, integrations, and full tenant health checks.
- Workday Extend use case and application development
- Integration development with ERPA-backed Integration Warranty (no-cost bug fixes for eligible ERPA-built and/or certified integrations)
- OCM (Organizational Change Management) services
- Staff augmentation services

2. Oracle PeopleSoft Services

As an Oracle Partner, ERPA provides:

- PeopleSoft implementations and upgrade services (e.g., application, module, Fluid, PeopleSoft Insights, etc.)
- Technical and functional consulting services including PeopleSoft enhancements and business process optimization
- Application / database migrations to cloud environments
- Tools and resources for testing, change management, and compliance monitoring such as ERPA's proprietary Test Automation Platform (TAP) and Phire.
- Assessments and strategy planning (e.g., "Art of the Possible" for business process optimization and user experience improvement, Path to SaaS total cost of ownership, security, etc.)
- Production support
- Application Management Services (AMS) services that include incident resolution, application maintenance, application administration, application development, application security, PeopleTools upgrades, PeopleSoft Update Manager (PUM) updates, database maintenance, database administration, and functional support.

- Staff augmentation services

3. AWS Cloud Services

ERPA is an AWS Advanced Consulting Partner and provides infrastructure services including:

- Cloud assessment services including (but not limited to) cloud readiness, cloud migration strategy, Beyond ERP cloud assessment, licensing optimization assessment, and cloud modernization roadmapping.
- Cloud migration and hosting services for legacy systems, applications, technologies, and ancillary tools (e.g., ERP, SIS, LMS) including but not limited to Cloud architecture design, provisioning, DevOps automation, disaster recovery, and ongoing infrastructure management.
- Disaster recovery, data archival, and data protection strategies and services for institutional resilience.
- ERPA's proprietary **ActiveGenie™** platform for monitoring, backup, patching, and compliance automation.
- Beyond ERP solutions leveraging AWS native services (e.g., chatbots, AI/ML, data analytics)

D. MAINTENANCE AND SUPPORT SERVICES

ERPA provides post-deployment support and operational maintenance services across all supported ERP platforms. These services are critical to maintaining performance, addressing evolving institutional needs, and ensuring continuous improvement.

1. Application Management Services (AMS)

- Tailored AMS support for Workday and PeopleSoft applications
- Day-to-day operations, break-fix, incident management, service requests, monitoring and maintenance activities
- Support for cyclical activities such as open enrollment, payroll year-end, and regulatory updates
- Update release services (e.g., PUM, PeopleTools, bi-annual Workday updates)
- Application and database administration
- Service level agreement (SLA)-driven response and/or resolution timelines

2. AWS Cloud Managed Services

- Infrastructure management, monitoring, patching, scaling, and disaster recovery
- Continuous cost optimization to help maximize limited IT budgets and grants
- High availability and performance tuning for critical student-facing applications.
- Governance and compliance support

- Automation of administrative functions through ActiveGenie™, including:
 - Real-time monitoring dashboards
 - Environment management/creation/deletion
 - Backup management
 - Compliance reporting

3. Post-Deployment Stabilization and Optimization

- Hypercare and beyond hypercare services (e.g., Bridge, AMS support, managed services) for go-live stabilization
- Diagnostics, health checks, tuning, and issue resolution
- Functional optimization assessments and enhancement planning

Maintenance and support services are offered under flexible engagement models and may be bundled with implementation services or contracted separately based on the Procuring Eligible Organization's needs.

E. ORDERING

Work Breakdown Structure (WBS) Alignment

Each Statement of Work (SOW) shall include a project-specific Work Breakdown Structure (WBS). The WBS serves as a framework for defining and organizing the total scope of the engagement into manageable deliverables, phases, and milestones. It supports the assignment of responsibilities, estimation of costs, scheduling of tasks, and monitoring of progress. The WBS shall:

- Be mutually agreed upon prior to service commencement;
- Align with pricing models as defined in Exhibit B;
- Form the basis for milestone payments, reporting obligations, and change control procedures; and
- Be adaptable in complexity based on the size and duration of the engagement.

Ordering shall be conducted in accordance with the instructions outlined in Exhibit A – Ordering Instructions along with the following guidelines, outlined below and incorporated into a Statement of Work (SOW). All services shall be described in a SOW mutually agreed upon by ERPA and the Procuring Eligible Organization. SOWs must reference the MHEC Master Agreement number.

1. **Purchase Orders:** The Procuring Eligible Organization may require a Purchase Order (PO) be attached to each SOW or service quote and shall include reference to this Agreement.
2. **Custom Engagements:** ERPA may offer custom services beyond the published scope, provided they are consistent with the objectives of the Master Agreement and documented in a separate SOW.

3. **Customer Support:** ERPA shall designate an MHEC Account Team to serve as the primary point of contact for all proposals, project scoping, ordering, and escalations.
4. **Order Documentation:** Quotes and SOWs shall include detailed descriptions of services, project timelines, assumptions, exclusions, and applicable pricing.
5. **Order Confirmation:** Upon receipt of an executed Purchase Order and SOW, ERPA will confirm acceptance in writing and assign a project lead.
6. **Amendments and Change Orders:** All changes to an existing SOW must be documented through a mutually agreed amendment or formal change order signed by both parties.

F. LICENSING THIRD-PARTY ERP SOFTWARE

ERPA does not act as a licensing reseller for ERP software platforms (e.g., Workday or Oracle). It is the responsibility of the Procuring Eligible Organization to procure any required licenses directly from the applicable ERP software vendor or their authorized reseller. ERPA may provide advisory services to assist in evaluating licensing models, estimating user counts, or coordinating discussions with applicable software providers, but shall not be responsible for executing or managing software licensing agreements for ERP systems.

G. PRICING AND DISCOUNTS

All pricing is subject to the terms outlined in **Exhibit B – Pricing and Rate Card**. ERPA shall provide the following pricing features:

1. Pricing Models

- **Time & Materials (T&M):** Hourly or daily rates as outlined in the pricing exhibit.
- **Fixed Fee:** For well-defined deliverables or service phases.

2. Volume-Based Discounts

- Additional **1% discount** will apply to proposed rates for project commitments that exceed \$400,000 in combined labor and service value, exclusive of reimbursables.

3. Rebates and Incentives

- **AWS Migration Funding:** Subject to AWS review and approval.
- **Marketing Incentive Fees / Partner Rebates:** For customers who implement Workday and OneSource Virtual's (OSV) Business Process as a Service offering for Payroll and/or Financials under ERPA management. Subject to OSV review and approval.

4. Bundled Engagements

- Multi-year support agreements, "deploy + AMS" bundles, or integrated implementation + Extend development services may be eligible for additional pricing concessions or value-added services.

5. Rate Revisions

- Rates may be updated no more than once annually with a 30-day notice to MHEC and shall not exceed 3% year-over-year adjustment unless tied to federal labor indexation.

H. TERMS OF SERVICE DELIVERY

- All services shall comply with applicable regulatory standards, including **FERPA**, **VPAT/Section 508**, and **NIST 800-53** (as applicable).
- ERPA may use W-2 staff and pre-vetted 1099 contractors to deliver services, provided all personnel meet the qualifications outlined in each SOW.
- Proprietary tools such as ActiveGenie™ and Testing Automation Platform (TAP) may be included in project scope subject to standard licensing and user terms.

I. EXHIBITS

Exhibit A – Ordering Instructions

Shall detail the steps, contacts, and forms necessary to initiate and process an Order under this Agreement, including instructions for completing a Statement of Work (SOW), referencing the appropriate WBS structure, and obtaining necessary approvals.

Exhibit B – Pricing and Rate Card

Shall include ERPA's published labor categories, standard and discounted rates, volume thresholds for discounts, and any applicable terms for bundled or phased services.

J. MODIFICATIONS AND UPDATES TO SERVICES

ERPA may propose additions or updates to its catalog of services during the contract term. All such additions:

- Must be consistent with the intent and scope of the original RFP (MHEC-RFP-04182024),
- Shall be reviewed by MHEC and, if approved, incorporated as an amendment to Exhibit B.

8. PAYMENT PROVISIONS

A. Acceptance.

A Procuring Eligible Organization shall determine whether all Services delivered meet the acceptance criteria specified in the applicable Statement of Work including any functional requirements, performance standards, and delivery milestones. No payment shall be made for any Services until the Procuring Eligible Organization has accepted the Services in writing, as defined in the agreed upon Statement of Work.

Unless otherwise agreed upon between the Procuring Eligible Organization and Provider, the Procuring Eligible Organization shall, within thirty (30) calendar days from the date of completion of Services, issue a written notice of acceptance, partial acceptance, or rejection of the Services. If the Procuring Eligible Organization fails to provide such notice within the specified timeframe and has not identified any deficiencies, the Services shall be deemed accepted.

If the Services are found to be non-conforming or deficient, the Provider shall, at its own expense, correct the deficiencies and resubmit the Services for acceptance within a mutually agreed-upon timeframe.

B. Payment of Invoice.

Invoices shall be submitted to the Procuring Eligible Organization in accordance with the invoicing requirements of the applicable Order or Statement of Work (SOW). Payments shall be remitted to Provider at the address shown on the invoice.

Payment shall be tendered to Provider within forty-five (45) calendar days from the date of the invoice, unless there is (i) no acceptance as defined in Section 8.A above, (ii) a good faith dispute exists, or (iii) an alternate payment term is defined in the applicable SOW. In the absence of these conditions, unless otherwise mutually agreed in writing, interest shall accrue on any unpaid balance beginning on the forty-sixth (46th) day from the invoice date at a rate of one and one-half percent (1½%) per month, not to exceed the maximum rate permitted under the laws of the Procuring Eligible Organization's state.

The Procuring Eligible Organization shall make a good faith effort to process and remit payment within forty-five (45) calendar days after the invoice date. If, after acceptance, an invoice remains unpaid after ninety (90) calendar days and no good faith dispute has been raised, the Provider may suspend work only after providing written notice to the Procuring Eligible Organization and allowing a ten (10) business day cure period. Suspension of work in accordance with this Section shall not be deemed a breach of this Agreement.

C. Dispute Notice.

Procuring Eligible Organization shall make a good faith effort to notify Provider of any billing discrepancies or disputes about an invoice within ten (10) business days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice") or in accordance with the applicable state laws of the Procuring Eligible Organization.

Tender of a Dispute Notice does not relieve the Procuring Eligible Organization of its obligation to pay the undisputed portion of any invoice subject to a Dispute Notice. Any invoiced amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of the Provider shall be paid promptly upon resolution, with interest accruing from the original due date, in accordance with Section B. above.

D. Payment of Taxes.

The prices listed under this Agreement do not include applicable sales, use, excise, or similar taxes. The Procuring Eligible Organization shall reimburse the Provider for any and all taxes and/or duties assessed against or payable by the Provider in connection with the sale of Services, except for taxes imposed upon the Provider's net income. Unless the Procuring Eligible Organization provides proof of tax exemption, taxes will be additive to the contracted price.

9. REIMBURSEMENTS

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Provider in performance of an Order under this Agreement, may be reimbursed with prior written approval from Procuring Eligible Organization's authorized representative. Provided that Provider

shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided for in the current U. S. General Services Administration "GSA" Per Diem Rates or pursuant to Procuring Eligible Organization reimbursement policies.

10. WARRANTY

Provider warrants that all Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards and practices, and in accordance with the requirements of this Agreement. Provider further warrants that personnel assigned to perform the Services shall possess the requisite skills, training, and experience necessary to carry out their duties competently. This warranty shall remain in effect for a period of thirty (30) days from the date of final Acceptance of the Services by the Procuring Eligible Organization unless otherwise specified in the agreed upon Statement of Work. Warranty does not apply to issues caused by misuse by the Procuring Eligible Organization, third-party systems, non-material bugs such as cosmetic issues that do not impact core functionality, or post-delivery modifications by the Procuring Eligible Organization.

If the Services fail to conform to the warranty during this period, the Provider shall, at no additional cost, promptly re-perform the nonconforming Services or, if unable to do so, refund the corresponding fees.

11. TERMINATION

This Agreement may be canceled by either the Provider or MHEC at any time without cause during its term upon ninety (90) days written notice to the other Party. The inability of the Provider to provide sufficient Products or Services at the expected service level and/or to perform Services on a timely basis may serve as grounds for an Order or contract termination. Deficient performance as demonstrated by slow response time, failure to adhere to safety practices and regulations, failure to pursue the work with diligence, poor productivity, inefficient work, and poor workmanship may, without limitation, constitute grounds for immediate termination of an Order under this Agreement by Procuring Eligible Organization or this Agreement by MHEC. MHEC and Eligible Organization also reserves the right to remove from participation in Services associated with this Agreement any Provider's employee and/or subcontractor whose conduct is deemed unsatisfactory by MHEC or Eligible Organization. Termination of this Agreement shall in no way limit the Parties' remedies at law and equity.

12. NON-APPROPRIATIONS

This provision applies only to publicly funded Eligible Organizations. Any resultant Order is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Procuring Eligible Organization may terminate its Order accepted by Provider if sufficient appropriations are not made by the governing entity to pay amounts due. In the event of non-appropriations, the Provider shall be notified in writing of such non-appropriation prior to start of project or after payment of work completed to date.

13. INDEMNITY, GENERAL, AND INTELLECTUAL PROPERTY

The Provider shall indemnify, defend and save harmless MHEC and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without

limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whosoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of MHEC.

The Provider shall indemnify, defend and save harmless Eligible Organization and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whosoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of Eligible Organization.

With respect to anything provided to MHEC or Procuring Eligible Organization by the Provider pursuant to this Agreement, the Provider shall indemnify and defend MHEC and Eligible Organization and their respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and authorized use of such by Procuring Eligible Organization, except for that liability and loss arising from the acts or omissions of MHEC, Eligible Organizations, or Procuring Eligible Organizations.

14. LIMITATION OF LIABILITY

The terms submitted by the Provider which serve to limit the liability of the Provider that are not in accordance with the Eligible Organizations state law are rejected and do not become a part of this Agreement. Any limitation of liability shall not apply to indemnification obligations under this Agreement or to damages resulting from personal injury or tangible property damage.

15. BACKGROUND CHECKS

At the sole discretion of the Eligible Organizations, Provider may be requested to provide user background checks, depending on the information systems Provider accesses or types of data Eligible Organization provides. Provider then must submit the required background check information to Eligible Organization in a timely manner. Provider will perform background investigations within the scope of the Providers current standard policies and practices for any Provider employees or subcontractors entering upon an Eligible Organization premise, where legally acceptable and culturally permissible.

16. INSURANCE

Provider, at its own expense, shall maintain appropriate levels of insurance as required by the Procuring Eligible Organization and if requested, certificates of insurance shall be delivered to Procuring Eligible Organization prior to commencement of any work. The insurance company shall be licensed in the applicable state in which work is being conducted or as otherwise required by the Procuring Eligible Organization. Provider shall give the Procuring Eligible Organization a minimum of thirty (30) days' notice prior to any modifications or cancellation of policies. Unless otherwise agreed to between Eligible Organization and Provider, Provider will maintain the following insurance limits while performing any services under this Agreement: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the Eligible Organization's State and

Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage, (d) Cyber Insurance: In the event Provider will host data, or provide for the hosting of data through a third-party entity, Provider shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the Provider or Eligible Organization, an immediate response in the event of a data breach, including meeting all notification obligations of Provider and Eligible Organization and in the event the data breach involves personal information, available free credit monitoring for any affected individual for a minimum period of one year and shall provide copies of certificates of insurance to Eligible Organization if requested.

Procuring Eligible Organization is responsible for managing compliance with the requirements of this section 20. and/or their institutional requirements, and may require additional coverage consistent with applicable law, regulation, or policy. Provider shall require all subcontractors performing any work to maintain coverage as specified.

17. CONFIDENTIALITY

As an instrumentality of state government, MHEC is subject to Public Record laws. As such, any provision that requires the terms of this Master Agreement, an Order, or specific information obtained during the term of the contract, to be kept confidential must be removed or modified to include "to the extent permitted by the law of relevant state." At a minimum, similar modifications may be required for public Eligible Organizations.

18. USE OF FEDERAL CONTRACTS OR GRANTS

Where Federal Contracts or Grants provide funding to Eligible Organizations, compliance with all applicable federal procurement standards, including 2 CFR § 200, is required. This includes but is not limited to certification and disclosures ensuring that Provider is not debarred, suspended, or proposed for debarment by the Federal Government. For purchases exceeding the simplified acquisition threshold, Provider must furnish this certification in writing as part of the procurement process. Eligible Organizations are responsible for retaining documentation to demonstrate compliance with federal requirements.

19. COMPLIANCE WITH APPLICABLE LAWS

- A. Provider warrants that both in submission of its proposal and performance of this Agreement Provider shall comply with federal laws, rules and regulations applicable to Subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the government in such circumstances are incorporated into this Agreement by reference.
- B. Provider warrants and agrees to abide by all applicable federal and state laws, regulations and Executive Orders pertaining to equal opportunity. In accordance with such laws,

regulations, and executive orders, Provider agrees that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, veteran status, or handicap. If Provider is found to be not in compliance with applicable federal or state requirements during the life of this Agreement, Provider agrees to take appropriate steps to correct these deficiencies.

- C. Provider warrants that both in submission of its proposal and performance of this Agreement that Provider will comply with all applicable federal, state, and local laws, regulations, rules, and/or ordinances.

20. NON-DISCRIMINATION

Provider agrees to abide by all applicable federal and state laws, regulations, and executive orders pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders pertaining to equal employment opportunity, Provider and all its Subcontractors shall agree that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Provider shall comply with federal and state laws, rules, and regulations applicable to Subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

21. FERPA AND OTHER PRIVACY LAWS

Where applicable to the scope of Services Provider is providing, and only to the extent directly applicable to Provider and its Services, Provider agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act (GLBA) and all other applicable federal and state privacy laws to the extent applicable to any Service provided to Eligible Organizations. To the extent an Eligible Organization discloses any information to Provider subject to the aforementioned privacy laws, Eligible Organization agrees to advise Provider of the disclosure of such information; and Eligible Organization represents and warrants to Provider that it has obtained any required consents to disclose such information. In addition, to the extent that Provider becomes a Business Associate as defined in HIPAA, both Provider and Eligible Organization acknowledge that a separate mutually agreeable Business Associate Agreement may be required and will govern according to its terms.

22. ACCESSIBILITY

Provider agrees to comply with all applicable requirements of the Rehabilitation Act of 1973, as amended, 29 USC 794, including Sections 504 and 508, which prohibits discrimination on the basis of disabilities, and with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 USC 12101 et seq., which requires the provision of accessible facilities and services. Products and Services provided by Provider shall be accessible to individuals with disabilities to the greatest extent practical, but in no event less than the standards set forth by the state in which the Eligible Organization resides and federal accessibility laws. For web-based environments, services and content must conform to the Web Content Accessibility Guidelines ("WCAG") 2.1 AA or higher (available at <https://www.w3.org/WAI/intro/wcag.php>). Provider also agrees to ensure accessibility across other digital formats, including mobile applications and digital documents, as applicable.

23. DATA OWNERSHIP

Eligible Organization's data shall remain the exclusive property of Eligible Organization and Eligible Organization shall retain all rights, including intellectual property rights in and to such data. Provider will use Eligible Organization's data only for the purpose of fulfilling its duties under this Agreement or an Order under this Agreement, and for Eligible Organization's sole benefit, and will not share such data with or disclose it to any third-party without the prior written consent of Eligible Organization or as otherwise required by law.

24. DEBARMENT AND SUSPENSION

Provider represents and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement, by any government department or agency. Provider shall promptly notify MHEC if it becomes debarred or suspended at any point during the term of this Agreement.

25. RECORDS AND AUDIT

Provider shall retain and maintain all records and documents relating to this Agreement for six (6) years after final payment under an Order made by the Procuring Eligible Organization, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MHEC, Eligible Organization, (including the procurement officer or designee), and appropriate governmental authorities with Eligible Organization's state at all reasonable times.

26. FORCE MAJEURE

Neither Provider nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the party unable to perform shall undertake reasonable action to notify the other parties of the same.

27. EXPORT LAW

Provider and Eligible Organization acknowledges that any software, technical information, products, or other deliverables provided to Eligible Organization via this Agreement may be subject to the U.S. Export Administration Regulations. Provider and Eligible Organization agree to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

28. CONFLICT OF INTEREST

Provider warrants to the best of its knowledge and belief that it presently has no interest direct or indirect, which would give rise to organizational conflicts of interest. Provider agrees that if an organizational conflict of interest is discovered during the term of this Agreement, it will provide

disclosure to MHEC that shall include a description of the action Provider has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and is not timely resolved by Provider, MHEC may, at its sole discretion, cancel this Agreement.

29. SUBCONTRACTORS

Provider shall have the right to use Subcontractors to provide the Services described in this Agreement. If Provider elects to use Subcontractors in the performance of custom professional Services under this Agreement, upon request, Provider will provide a list of such Subcontractors in the associated Statement of Work (SOW). Notwithstanding the foregoing, the use of such Subcontractors shall not release Provider from performing its obligations under this Agreement. Provider shall be liable for any damage or loss resulting from personal injury or damage to tangible property arising from the acts or omissions of its Subcontractor while performing services pursuant to this Agreement.

30. ASSIGNMENT

Neither Party will assign its rights or delegate its obligations under this Agreement, in whole or in part, without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation by that Party will be null, void and of no effect; provided, however, that either Party may upon written notice assign this Agreement to another successor company pursuant to a corporate merger or reorganization or the sale or transfer of all or substantially all of its stock or assets. This Agreement will be binding upon and inure to the benefit of Provider and MHEC and their successors and permitted assigns. Nothing in this Section shall preclude Provider from employing a Subcontractor in carrying out its obligations under this Agreement. Provider use of such Subcontractors will not release Provider from its obligations under this Agreement.

31. MHEC NOT LIABLE FOR ELIGIBLE ORGANIZATION

MHEC is not liable to Provider for the failure of any Procuring Eligible Organization to make any payment or to perform otherwise fully pursuant to the terms and conditions of an Order and/or this Agreement. Provider, in its sole discretion, may discontinue selling Services to any Eligible Organization who fails to make payments or otherwise fully performs pursuant to the terms and conditions of this Agreement. MHEC does not guarantee that any Eligible Organization will utilize or make any purchase under this Agreement. An Eligible Organization shall not be responsible or liable for any other Eligible Organization that executes its own Order under this Agreement.

32. INDEPENDENT CONTRACTORS

MHEC and Provider acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Provider and its agents and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Provider has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein.

33. VENDOR REPRESENTATIVE

Provider shall assign a senior level representative who shall be the primary MHEC contact for all matters related to all sales and marketing efforts of this Agreement.

34. NOTIFICATION

Between the Parties: Whenever under the terms of this 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, email, 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:	ERP Analyst, Inc.:
105 Fifth Avenue South	425 Metro Place North
Suite 450	Suite 510
Minneapolis, Minnesota 55401	Dublin, OH 43017
Attn: Nathan Sorensen, Senior Director of Government Contracts Email: nathans@mhec.org Phone: 612-677-2767	Attn: Matthew McPeck, CFO Email: MHEC@erpa.com Phone: 614-327-7970
Fax: 612-767-3353	Fax: 888-432-0204

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

Between 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 an invoice to Eligible Organization.

35. MARKETING

Provider will assist MHEC in the development and implementation of appropriate marketing strategies including seminars, printed material, and a full service, online MHEC-specific website to receive information on the Services, and prices, and to place orders. Mutual review and evaluation of the marketing plans will be done, at a minimum, during annual reviews. The Provider should exhibit the willingness to develop marketing materials and participate in opportunities that are available.

36. ANNOUNCEMENTS AND PUBLICITY

No Provider providing services to MHEC, or to the Eligible Organizations, shall appropriate or make use of the name or other identifying marks or property of MHEC or Eligible Organization in its advertising or marketing without the prior written consent of MHEC or Eligible Organization.

37. OVERSIGHT COMMITTEE

An oversight committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and provider in developing and refining the implementation of this Agreement in the Regional Compact Member States. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services; and to advise Provider on the effectiveness of its implementation progression. Unless otherwise specified by MHEC, there will be an annual meeting between successful Provider and MHEC and members of the oversight committee to perform a business review. In addition, Provider must attend on-site meetings on an ad hoc basis if requested by MHEC to address contract performance issues.

38. CONTRACT ADMINISTRATION FEE (CAF)

MHEC has incurred, and will continue to incur, costs and expenses in the development, implementation, administration, and marketing of this Agreement. Provider shall include a Contract Administrative Fee (CAF) of one-and-one half percent (1.5%) of the total net sales for the corresponding three-month quarter period. The CAF shall not reduce the discount or rebates offered to the Eligible Organizations. The Provider will be responsible for submitting the CAF with the Quarterly Report.

39. QUARTERLY REPORT

Provider must submit business activity reports each quarter. The Quarterly Report must include, at the minimum, the following information:

- Quarter number and year
- MHEC contract number
- Vendor name
- Name, phone number and email address of person who may be contacted for questions about the report
- Customer Name
- Customer Type (Higher Education, K-12, Government (state agencies, cities, counties, local subdivisions))
- Address
- City
- State
- Zip Code
- Purchase Order Number
- Product Description
- Date Shipped or Delivered to End User
- Quantity
- List Price
- Sale Price
- Administration Fee
- % Discount
- \$ Savings
- Reseller (if applicable)

Quarterly Reports and Contract Administration Fees shall be submitted by the end of the preceding month after the end of March, June, September, and December of each calendar year.

Calendar Quarter 1	(January 1 March 31)	Due April 30
Calendar Quarter 2	(April 1 to June 30)	Due July 31
Calendar Quarter 3	(July 1 to September 30)	Due October 31
Calendar Quarter 4	(October 1 to December 31)	Due January 31

40. ENFORCEMENT OF AGREEMENT

A Party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

41. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance, or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

42. GOVERNING LAW

As between MHEC and Provider, this Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota; and venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.

As between Eligible Organization and Provider, this Agreement or any Order placed under this Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization maintains its headquarter operations. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization maintains its headquarter operations.

As between Eligible Organization, MHEC, and Provider, this Agreement or any Order placed under this Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization maintains its headquarter operations. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

43. SOVEREIGN IMMUNITY

Notwithstanding anything to the contrary in this Agreement or Order under this Agreement, this Agreement shall not be construed to deprive an Eligible Organization of its applicable sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Agreement or afforded by Eligible Organizations' state laws applicable to Eligible Organization.

44. SURVIVAL

Certain paragraphs of this Agreement, including but not limited to those concerning order of precedence, indemnification, limitation of liability, confidentiality, and data ownership, shall survive the expiration or termination of this Agreement. Software license, warranty and service agreements, and non-disclosure agreements entered into under the terms and conditions of this Agreement shall likewise survive the expiration or termination of this Agreement.

Any Order, Statement of Work, or other binding agreement issued pursuant to this Agreement prior to this Agreement's expiration or termination shall remain in full force and effect for the duration specified in such Order or Statement of Work. The terms and conditions of this Agreement shall continue to govern such Orders or Statements of Work until their respective completion, expiration, or termination.

45. AMENDMENTS

Except as provided in Section 6 Order of Precedent; this Agreement shall only be amended by the written instrument executed by the Parties.

46. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements of the Parties concerning the subject matter of this Agreement, and all prior agreements have been merged into this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

47. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

48. MISCELLANEOUS

All Parties to this Agreement may retain a reproduction of this Agreement in electronic form (e.g., PDF, scanned image, or digital facsimile), and such electronic version shall be deemed an original and admissible in any proceeding to enforce the terms of this Agreement. The execution of this Agreement by electronic means, including DocuSign or other trusted digital signature platforms, shall be deemed valid and binding as if originally signed in ink.

The Provider must execute this Master Agreement with MHEC prior to accepting or fulfilling any Order issued by a Procuring Eligible Organization. Except as otherwise provided herein, any amendments or modifications to this Agreement must be in writing and signed by both Parties. Any additional

terms contained in a Procuring Eligible Organization’s ordering documents shall be of no force or effect unless expressly agreed to in writing.

The Parties, through their authorized representatives executing this Agreement, affirm that they have the authority to enter into this Agreement and agree to be bound by its terms.

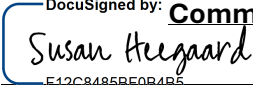
	Midwestern Higher Education		ERP Analysts, Inc.
	DocuSigned by: Commission		DocuSigned by:
Signature:			
	F12C8485BF0B4B5...		123E86E58E03496...
Name:	Susan Heegaard		Matthew McPeck
Title:	President		Chief Financial Officer
Address:	105 Fifth Avenue South Suite 450		425 Metro Place North, Suite 510
	Minneapolis, Minnesota, 554401		Dublin, Ohio 43017
Date:	July 14, 2025 7:17 PM PDT		July 13, 2025 12:12 PM PDT

EXHIBIT A – ORDERING INSTRUCTIONS

Purchasing under Master Agreement

Procuring Eligible Organization shall purchase from Provider the Services listed in Section 7 – Scope of Products and Services, under the terms and conditions of this Master Agreement by delivering to Provider an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the description of the Service(s); (iii) the price of the Service in accordance with this Master Agreement; (iv) the “bill-to” address; (v) the requested performance dates; (vi) a contact name and telephone number; and (vii) reference to this Master Agreement.

Provider shall notify the Procuring Eligible Organization of any prerequisite system requirements, if any, that must be in place for Services to be delivered successfully.

Procuring Eligible Organization shall initiate an Order and/or inquiry through the following methods: (i) website intake form located on Provider’s webpage. Provider agrees to make available website intake form within 30 days of contract execution; (ii) dedicated email point of contact (MHEC@erpa.com); (iii) identified Provider representatives for direct communication. Provider agrees to make available and regularly update designated Provider representative(s) contact information.

Each Order initiation and/or inquiry is routed internally to an assigned Provider team comprised of Product and/or Service specific resources as applicable to the Procuring Eligible Organization’s Products and/or Services requirements. The subsequent, general process for Orders which do not undergo a formal Request for Proposal (RFP) process is as follows: (i) Requirements Assessment to determine relevant Products and/or Services; (ii) Statement of Work and Level of Effort Quote; (iii) Discussion, presentations, demonstrations, etc. as required or requested by the Procuring Eligible Organization.

Each Order that is accepted by Provider will become a part of the Master Agreement as to the Products and/or Services listed on the Order only; no additional terms or conditions will be added to this Master Agreement as a result of the acceptance of the Order, nor will such terms affect any purchase. An Order from an Eligible Organization accepted by Provider is binding.

Procuring Eligible Organization may request in writing a change or cancellation of an Order that Provider has previously accepted within ten (10) calendar days of Provider acceptance or up until the time Provider has begun performing the Services, whichever occurs first.

Provider may elect to accept a purchasing card for order placement in addition to accepting a purchase order. In addition, nothing in this section precludes any agreements for the use of electronic purchase orders and Provider will provide electronic commerce assistance to Eligible Organization, if desired, for the electronic submission of purchase orders, purchase order tracking and reporting. The use of any purchasing card or electronic purchase orders may be subject to limitations and/or additional fees set forth by Provider and agreed to by Procuring Eligible Organization.

Product and/or Services Delivery

Unless otherwise agreed to by Procuring Eligible Organization and Provider, Provider agrees to initiate delivery of Products and/or Services to Procuring Eligible Organization within thirty (30) days after receipt of a valid Order unless otherwise specified by the Procuring Eligible Organization. If delivery cannot be initiated within thirty (30) calendar days, Provider will notify Procuring Eligible Organization within five (5) business days following Order placement, and Procuring Eligible Organization, as its exclusive remedy, can cancel the order by written, electronic, or facsimile notification. Failure of the Provider to adhere to delivery schedules as specified or to promptly replace defective Product shall render the Provider liable for all costs in excess of the contract price when alternate procurement is necessary. Provider acknowledges that all locations of any particular Eligible Organization may not be within the MHEC region.

Suppliers may choose to deliver Products electronically where practicable. This option must be under the independent control of each Procuring Eligible Organization.

Implementation

When implementation is required, unless otherwise negotiated with the Eligible Organization, Provider must provide the cost of implementation as a separate line item on their quotation. Implementation includes all activities as defined in the agreed upon Statement of Work with the Procuring Eligible Organization, including implementation planning, knowledge transfer, training sessions, and training materials.

Price List and Discount Guarantees

All Procuring Eligible Organizations shall pay the lowest prices for Products and Services contained in the Provider's Price List which is included as Exhibit B. All Products and Services discounts as set forth in the Price List shall not decrease throughout the term of this Agreement. When Eligible Organizations purchase under this Master Agreement, Provider shall not sell Products or Services to Eligible Organizations at prices higher than those awarded via this Master Agreement. If available, promotional prices, higher discounts, and volume discounts may be offered under this Master Agreement to Procuring Eligible Organization at the time of purchase. Eligible Organizations may inquire from Provider if such promotions are available.

EXHIBIT B – PRICING AND RATE CARD

Role	Discounted Hourly Rate (US-Based Remote)	Discounted Hourly Rate (Hybrid Remote)
Oracle/PeopleSoft		
Program Manager	\$194	
Principal Project Manager	\$181	
Project Manager	\$172	
Engagement Manager	\$168	
Service Delivery Manager	\$160	
Solution Architect	\$168	
PeopleSoft Developer	\$140	\$99
PeopleSoft Administrator	\$140	\$103
PeopleSoft Technical Lead	\$150	
PeopleSoft Technical Analyst	\$142	
PeopleSoft Business Analyst	\$142	
Service Delivery Manager	\$156	
PeopleSoft Functional Consultant (HCM/FIN)	\$162	
PeopleSoft Functional Consultant (Campus Solutions)	\$174	
PeopleSoft Security Lead	\$154	
PeopleSoft Security Analyst	\$148	
QA/Testing Lead	\$132	
QA/Testing Analyst	\$122	\$86
Database Administrator (Oracle, SQL Server, etc.)	\$140	\$103
PeopleSoft Trainer	\$156	
Organizational Change Management Lead	\$172	
Workday		
Engagement Manager	\$206	
Associate Engagement Manager	\$168	
Workday Architect	\$218	
Principal Workday Consultant	\$191	
Senior Workday Consultant	\$176	\$89
Workday Consultant	\$163	\$79
Associate Workday Consultant	\$150	\$71

Role	Discounted Hourly Rate (US-Based Remote)	Discounted Hourly Rate (Hybrid Remote)
Workday Trainer	\$178	
Organizational Change Management Lead	\$200	
Cloud Services		
Cloud Solution Architect (AWS, Azure, OCI, GCP)	\$174	
Cloud Engineer (AWS, Azure, OCI, GCP)	\$158	\$112
Cloud Administrator (AWS, Azure, OCI, GCP)	\$158	
DevOps Engineer (AWS, Azure, OCI, GCP)	\$162	
Other ERP/Technologies		
Senior Application Consultant	\$178	
Application Consultant	\$152	
Senior Technical Lead	\$172	
Application Administrator	\$160	
Salesforce Consultant	\$186	
Salesforce Administrator	\$200	
Salesforce Education Cloud Consultant	\$213	
MuleSoft Consultant	\$239	
ServiceNow Consultant	\$186	
Developer (e.g., JavaScript, .NET, Python, etc.)	\$160	
Data Engineer	\$200	
Data Analyst	\$200	
Tableau Data Analyst	\$200	
Power BI Data Analyst	\$200	
Database Administrator (non-PeopleSoft related)	\$166	
COBOL Mainframe Developer	\$133	
OBIEE Developer	\$200	
Informatica Developer	\$160	
SAP Consultant	\$200	
Agile Project Manager	\$200	
UI/UX Developer	\$186	

Role	Discounted Hourly Rate (US-Based Remote)	Discounted Hourly Rate (Hybrid Remote)
Identity and Access Management (IAM) Consultant	\$200	

Catalog Price List – Amazon Web Services (AWS). As an Amazon Web Services (AWS) partner with Oracle Services Competency, Education Services Competency, Public Sector Program, Solution Provider Program, and Optimization and Licensing Assessment (OLA) certification, ERPA offers AWS cloud services to members at a **three percent (3%) discount**.

Because AWS continually innovates and rapidly grows available services, ERPA offers the use of all current and future AWS Cloud services as they are available. The always up-to-date list of AWS services and products is located here:

<https://aws.amazon.com/products>

The list pricing for all current AWS services is located here:

<https://aws.amazon.com/pricing/services/>