PARTICIPATING ADDENDUM

to

Master Price Agreement by and among SciQuest, Inc. and

the State of Colorado, the National Association of Procurement Officials, Inc. and

the Western States Contracting Alliance

This Participating Addendum is entered into by the State of South Carolina (the "Participating Entity") and SciQuest, Inc. ("Contractor"), and together with the Participating Entity, the "Addendum Parties"), pursuant to that certain Master Agreement for eProcurement Services (Hosted Software-as-a-Service), dated June 30, 2011, by and among Contractor and the State of Colorado and the National Association of State Procurement Officials, Inc. ("NASPO"), on its own behalf and on behalf of the Western States Contracting Alliance ("WSCA"), WSCA/NASPO Agreement #W33-2010 (together with its exhibits and attachments, the "Master Agreement"). The underlying procurement for these Services was led by the State of Colorado on behalf of NASPO and WSCA and the WSCA/NASPO Members, for use by Participating Entities and those Authorized Purchasers approved by the Chief Procurement Official of a Participating Entity to utilize state contracts. This Participating Addendum is entered into pursuant to and incorporates by reference the terms and conditions of the Master Agreement. This Participating Addendum and the exhibits attached hereto are collectively referred to as the "Addendum".

In consideration of the premises, covenants and mutual promises contained in this Addendum, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Addendum Parties hereby agree as follows.

1. Scope: The scope of this Addendum shall be limited to the scope of the Master Agreement. The purpose of this Addendum is to create an electronic procurement system providing more efficient delivery of state procurement services through the use of technology.

2. Participation: Use of the Master Agreement by an Authorized Purchaser is subject to the approval of the State Chief Procurement Official of the Participating Entity. Issues of interpretation and eligibility for participation are solely within the authority of the Participating Entity's Chief Procurement Official.

3. Modifications to Master Agreement: Modifications to the Master Agreement and additional terms and conditions specific to this Addendum are attached hereto and incorporated herein as **Schedule A**.

4. Primary Contacts: The primary contacts for this Addendum shall be the individuals identified below or such other individuals as may be identified from time to time in a Notice sent by a designating party to the other parties set forth below:

WSCA/NASPO Contract Administrator
Name: **Jack Gallt**
Address: **AMR Management Services**
201 East Main, Suite 1405
Lexington, KY 40507
Telephone: (612) 940-1577
Fax: **(952) 392-4580**
E-mail: **jgallt@amrms.com**

Contractor
Name: **Jennifer Kaelin, Vice President of Finance**
Address: **6501 Weston Parkway, Suite 200**
Cary, NC 27513
Telephone: (919) 659-2100
Fax: **(919) 659-2199**
E-mail: **jkaelin@sciquest.com**

Participating State

Name: **John L. Walker, Procurement Manager II**
Address: **1201 Main St, Suite 601**
Columbia , SC 29201
Telephone: 803-896-0670
Fax: **803-737-0102**
E-mail: **jwalker@mmo.sc.gov**

5. Subcontractors: All assignments, subcontracts, or Subcontractors approved by Contractor or the Participating Entity are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Authorized Subcontractors under this Addendum are set forth in the Master Agreement

6. Contract Instructions: All Service Orders issued under this Addendum shall be substantially in the form set forth in Exhibits E (Form of Statement of Work) and F (Form of Order Form) to the Master Agreement. The Authorized Purchaser entering into a Service Order shall be solely responsible therefore and the Participating Entity shall not be responsible for or liable under any Service Order, unless the Participating Entity is the Authorized Purchaser under the Service Order. Each Service Order issued under this Participating Addendum shall contain the following:

(a) "This Contract is subject to WSCA/NASPO Master Agreement **#W33-2010** and the Participating Addendum between the State of South Carolina and SciQuest, Inc.;
(b) The name, address, contact, and phone number for the Authorized Purchaser;
(c) The Contractor Applications to which the Participating Entity is subscribing;
(d) A description of the Services to be provided; and
(e) The payment amounts and terms for the Subscriptions and Services.

All Service Orders shall be forwarded to Contractor through Contractor's Vice President of Finance at the following address:

Address Contracts to:

Name: **Jennifer Kaelin, Vice President of Finance**
Address: **6501 Weston Parkway, Suite 200**
Cary, NC 27513
Telephone: (919) 659-2100
Fax: **(919) 659-2199**
E-mail: **jkaelin@sciquest.com**

All payments shall be remitted to Contractor at the following address:

Name: **Jennifer Kaelin, Vice President of Finance**
Address: **6501 Weston Parkway, Suite 200**
Cary, NC 27513
Telephone: (919) 659-2100
Fax: **(919) 659-2199**
E-mail: **jkaelin@sciquest.com**

This Addendum and the Master Agreement, set forth the entire agreement between the Addendum Parties with respect to the subject matter hereof and all previous communications, representations or agreements, whether oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. Terms and conditions inconsistent with, contrary, or in addition to the terms and conditions of this Addendum and the Master Agreement, shall not be added to or incorporated into this Addendum or the Master Agreement by any subsequent contract or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement shall prevail and govern in the case of any inconsistent or additional terms within the jurisdiction of the Participating Entity.

IN WITNESS WHEREOF, the Addendum Parties have executed this Addendum as of the date of execution by both Addendum Parties below.

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR: SciQuest, Inc.	PARTICIPATING ENTITY:
Name: Jennifer Kaelin Title: VP Finance	Name: Michael B. Spicer Title: Chief Procurement Officer
Jennifer Kaelin Jennifer Kaelin (Oct 1, 2012) Signature	Michael B. Spicer Signature
Date: Oct 1, 2012	Date: October 1, 2012
APPROVED:	**LEGAL REVIEW:**
Name: JACK T. GALLT Title: WSCA/NASPO Contract Administrator	**Not Applicable is South Carolina**
Jack T. Gallt Signature AS AGENT FOR NASPO, INC.	By: _____ (Assistant) Attorney General
Date: OCTOBER 2, 2012	Date: _____

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STATE OF SOUTH CAROLINA
Schedule A to
Participating Addendum
with
SciQuest, Inc.

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1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Addendum shall not be effective or enforceable until it is approved and signed by the State of South Carolina (the "Addendum Effective Date"). Participating Entity and Authorized Purchasers shall not be liable to pay or reimburse Contractor for any performance hereunder or under Purchasing Documents including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Addendum Effective Date.

2. DEFINITIONS

In addition to the definitions set forth in the Master Agreement, the following terms as used herein shall be construed and interpreted as follows:

A. Addendum Party or Addendum Parties

"Addendum Party" means the Participating Entity or Contractor and "Addendum Parties" means both the Participating Entity and Contractor.

B. Authorized Purchaser

"Authorized Purchaser" means a participating South Carolina public procurement unit (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or a governmental body (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

C. Budget

"Budget" means the budget for the purchase of Subscriptions and/or Services under a Task Order, as set forth therein.

D. Evaluation

"Evaluation" means the process of examining Contractor's performance under this Addendum and each Task Order with an Authorized Purchaser, and rating it based on criteria established in the Master Agreement, **§6** below and the applicable Task Order.

E. Exhibits and other Attachments The following are attached hereto and incorporated by reference herein: Exhibit 1 (Form of Task Order – Order Form); Exhibit 2 (Form of Task Order – Statement of Work); Exhibit 3 (Pricing); Exhibit 4 (Form of Affiliate Agreement).

F. Fiscal Year

"Fiscal Year" means the fiscal year of the State commencing on July 1 of any calendar year and ending on June 30 of the subsequent calendar year.

G. ITMO

Means the Information Technology Management Office established by South Carolina Code Section 11-35-820, as amended, or its successor in interest. Pursuant to Section 11-35-510 of the South Carolina Code of Laws, ITMO is authorized to act as the statutory procurement agent for every South Carolina Governmental Body (as defined by S.C. Code Ann. § 11-35-310(18), as amended) covered by the South Carolina Consolidated Procurement Code. Pursuant to Section 11-35-4810, ITMO is authorized to conduct and administer cooperative purchasing agreements on behalf of South Carolina Public Procurement Units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended), both state and local. Consistent with its statutory authority, ITMO is acting solely in a representative capacity and on behalf of Licensees. ITMO is not a party to this Agreement. Notwithstanding any other provision, ITMO bears no liability for any party's losses arising out of or relating in any way to this Agreement.

H. Review

"Review" means examining Contractor's performance hereunder and under a Task Order to ensure that it is adequate, accurate, correct and in accordance with the criteria established in the Master Agreement, **§6** below and such Task Order.

I. South Carolina Participant(s)

Means all participating South Carolina public procurement units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended). Each South Carolina Participant's obligations and liabilities are independent of every other Participant's obligations and liabilities. Termination of a Task Order with one Participant does not constitute grounds for termination of a Task Order with a different Participant.

J. Registered Vendor with the State of South Carolina

Vendor agrees to distribute its products to South Carolina governmental bodies and must be a registered vendor with the State of South Carolina.

K. State

"State" means the State of South Carolina.

L. Task Order

"Task Order" shall be defined as §III D. in Master Agreement substantially in the form of **Exhibit 1** (Form of Task Order – Order Form), **Exhibit 2** (Form of Task Order – Statement of Work), and/or other exhibits and/or attachments thereto.

M. Task Order Effective Date

"Task Order Effective Date" means, with respect to a Task Order with a South Carolina Participant and the date the Task Order.

N. Task Order Funds

"Task Order Funds" means funds available for payment by an Authorized Purchaser to Contractor pursuant to a Task Order.

O. Task Order Party or Task Order Parties

"Task Order Party" means Contractor or an Authorized Purchaser that is a party to a Task Order.
"Task Order Parties" means both Contractor and the Authorized Purchaser that is a party to a Task Order.

3. TERM and EARLY TERMINATION

A. Initial Term

The Addendum Parties' respective obligations under this Addendum shall commence on the Addendum Effective Date. This Addendum shall terminate on the fifth (5th) anniversary of the Addendum Effective Date, unless sooner terminated or further extended as specified elsewhere herein or in the Master Agreement.

B. Option to Extend

Each and any Addendum extension, renewal or other similar contractual arrangement entered into by the State of South Carolina and Contractor shall be subject to S.C. Code Ann. § 11-35-2030 and the terms of the Master Agreement and, regardless, shall not have a term exceeding five (5) years.

C. Termination of Master Agreement

In the event the Master Agreement expires or otherwise is terminated prior to the expiration or termination of a Participating Addendum (i) the Participating Addendum shall remain in full force and effect for the remainder of its then current term, but shall not be renewed for any subsequent terms and (ii) the terms of the Master Agreement shall continue to be incorporated by reference into such Participating Addendum and shall remain in full force and effect solely for such purposes. A Participating Entity wishing to purchase Subscriptions and/or Services from Contractor shall do so by the issuance of one or more Service Orders under its Participating Addendum. The term of a Task Order may extend beyond the expiration or sooner termination of the Participating Addendum under which it is issued, but shall not be renewed or extended after the expiration or sooner termination of the term or any renewal term of the Participating Addendum.

D. Termination of Participating Addendum; Affiliate Agreements.

In the event this Addendum expires or otherwise is terminated prior to the expiration or termination of an Affiliate Agreement (i) any Affiliate Agreement shall remain in full force and effect for the remainder of its then current term, but shall not be renewed for any subsequent terms and (ii) the terms of the Addendum shall continue to be incorporated by reference into such Participating Addendum and shall remain in full force and effect solely for such purposes. An Affiliate wishing to purchase Subscriptions and/or Services from Contractor shall do so by the issuance of one or more Service Orders under its Affiliate Agreement. The term of a Task Order may extend beyond the expiration or sooner termination of the Affiliate Agreement under which it is issued, but shall not be renewed or extended after the expiration or sooner termination of the term or any renewal term of the Affiliate Agreement.

Each and any Affiliate Agreement initial term, extension, renewal or other similar contractual arrangement entered into by the State of South Carolina and Contractor shall (i) be subject to S.C. Code Ann. § 11-35-2030, the terms of the Master Agreement and terms of the Participating Addendum and (ii) regardless, shall not have a term exceeding five (5) years.

4. TASK ORDERS

A. Effective Dates and Terms

The respective obligations of the Authorized Purchaser and Contractor under a Task Order shall commence on the Task Order Effective Date and shall terminate on the date set forth in the Task Order and §III D and §XII E are hereby incorporated herein by reference. An Authorized Purchaser shall not be liable to pay or reimburse Contractor for any performance under a Task Order including, but not limited to, costs or expenses incurred, or be bound by any provision thereof prior

to the Task Order Effective Date of such Task Order. Task Orders issued under this Addendum shall terminate on the earlier to occur of the date set forth in the Task Order or the termination of this Addendum.

B. Services

The Services to be provided by Contractor under a Task Order shall be defined, negotiated, and ordered by agreement of the Task Order Parties based on the rates established in the Master Agreement and shall be subject to the provisions of this Addendum and the Master Agreement. Participating Entity is not committing to the issuance of any minimum number of Task Orders by entering into this Addendum.

C. Process

Task Orders shall be processed as follows. First, an Authorized Purchaser shall specify the desired Subscriptions, Services, and any requirements. Contractor shall propose a price using the rates established in the Master Agreement. The proposal shall be in a form acceptable to the Authorized Purchaser and include all pertinent information required to complete an Order Form and/or a SOW Task Order. Once the Authorized Purchaser and Contractor agree regarding the foregoing, they shall prepare and execute a Task Order as agreed upon by the Task Order Parties.

D. Approvals

A Task Order issued under this Addendum shall not be effective until the date specificied in Task Order. The Authorized Purchaser under a Task Order issued under this Addendum shall not be liable to pay or reimburse Contractor for any performance thereunder including but not limited to, costs or expenses incurred, or be bound by any provision thereof prior to obtaining all required approvals.

E. Performance

The performance by Contractor of its obligations under a Task Order shall comply with the provisions hereof and of the terms and conditions of the Master Agreement, which are incorporated as a part of this Addendum. Contractor shall successfully complete its obligations under each Task Order within the stated time and price.

F. Procurement

Contractor shall procure goods and services necessary to provide the Subscriptions and perform the Services set forth in a Task Order. Such procurement shall be accomplished using the Task Order Funds for the Task Order and shall not increase the maximum amount payable by the Authorized Purchaser under the Task Order.

G. Employees

All persons employed by Contractor or Subcontractors to perform services under a Task Order shall be Contractor's or Subcontractor's employee(s) for all purposes hereunder and thereunder and shall not be employees of Participating Entity or any Authorized Purchaser as a result of any Task Order.

H. Task Order Modifications

Modifications to a Task Order issued by S. C. Participants shall be made by formal written amendment.

I. Termination of Addendum

In the event of the early expiration or termination of this Addendum all Task Orders issued under this Addendum shall remain in full force and effect until the completion of all Task Orders issued hereunder. The Task Order Parties under outstanding Task Orders shall continue to perform their respective obligations hereunder and thereunder in accordance with the terms hereof and thereof.

PAYMENTS TO CONTRACTOR

Each SC Participant's obligations and liabilities are independent of any other SC Participant's obligations and liabilities. SC Participants are not obligated for any order submitted by another SC Participant and do not incur any liability with regard to any other SC Participant. ITMO is

acting solely on behalf of SC governmental bodies and bears no liability for any damages that any party may incur with regard to the Participating Addendum.

South Carolina Prompt Payment Statute: The obligations of any SC Participant are governed by Section 11-35-45 of the South Carolina Code of Laws, if the participant is a "governmental body," as that term is defined in Section 11-35-310(18).

An Authorized Purchaser shall pay Contractor, in accordance with the provisions of this **§4**, in the amounts and using the methods set forth below:

J. Maximum Amount

The maximum amount payable under a Task Order to Contractor by an Authorized Purchaser shall be the maximum amount set forth in the Task Order. Payments to Contractor under a Task Order shall be limited to the unpaid obligated balance set forth in the Task Order. If Services under a Task Order will be performed over multiple Fiscal Years, the maximum amount payable by a State Agency or Institution of Higher Education to Contractor during each State Fiscal Year shall be set forth in such Task Order.

K. Payment

i. Interim and Final Payments

A Contractor shall initiate any payment requests by submitting invoices to an Authorized Purchaser in the form and manner approved by the Authorized Purchaser.

ii. Available Funds-Contingency-Termination

Section IX F of the Master Agreement is hereby incorporated herein by reference.

L. Use of Funds

Task Order Funds shall be used only for eligible costs identified in a Task Order Budget.

M. South Carolina Prompt Payment Statute

The obligations of any SC Participant are governed by Section 11-35-45 of the South Carolina Code of Laws, if the participant is a "governmental body," as that term is defined in Section 11-35-310(18).

5. DATA AND DOCUMENTS

Contractor shall deliver the Contractor Documentation and Deliverables required under this Addendum or any Task Order in electronic format, written so that a reasonably proficient network engineer can efficiently use it to understand implementation of the Subscriptions and Services purchased by the Authorized Purchaser.

6. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§6** shall be in accordance with the procedures of and in such form as prescribed by Participating Entity (below). Performance, Progress, Personnel, and Funds

Section XIII of the Master Agreement is hereby incorporated herein by reference in accordance with §XII and §XIII of the Master Agreement.

A. Subcontracts

Copies of any and all subcontracts entered into by Contractor solely for the purpose of performing its obligations under any Task Order issued under this Addendum shall be submitted to Participating Entity or its principal representative upon request by Participating Entity. Any and all subcontracts entered into by Contractor related to its performance under a Service Order shall comply with all applicable federal and state laws.

7. CONFIDENTIAL INFORMATION-STATE SYSTEMS

Contractor shall comply with the provisions of §XIV (Confidential Information) of the Master Agreement if it becomes privy to confidential information in connection with its performance hereunder or under any Task Order. Confidential information includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed

pursuant to the South Carolina Freedom of Information Act, Chapter 4 of Title 30. Contractor shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. The Services contemplated under this Addendum or set forth in any Task Order may require or permit access to State computer systems. In the event Contractor obtains access to such systems, Contractor shall comply with the State's Cyber Security Policies applicable to the Services to be provided to Participating Entity.

8. REPRESENTATIONS AND WARRANTIES

Contractor's representations and warranties in the Master Agreement remain true and correct as of the Addendum Effective Date. Participating Entity has relied on such representations and warranties and the representations and warranties set forth therein and herein in entering into this Addendum.

9. INSURANCE

Participating Entity shall be named as an additional insured on all Commercial General Liability and Automobile Liability Insurance policies required of Contractor and any Subcontractors under the Master Agreement. Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to Participating Entity within seven (7) business days of the Addendum Effective Date. Upon request by Participating Entity at any other time during the term of this Addendum or any subcontract, Contractor and each Subcontractor shall, within ten (10) days of such request, supply to Participating Entity evidence satisfactory to Participating of compliance with the provisions of this **§9**.

10. GENERAL PROVISIONS

A. Captions

The captions and headings in this **Schedule A** are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

B. Counterparts

This Addendum may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

C. Modification

Except as specifically provided in this Addendum, modifications of this Addendum shall not be effective unless agreed to in writing by the Parties in an amendment to this Addendum, properly executed and approved in accordance with applicable South Carolina State law.

This Addendum and all Contracts issued hereunder are subject to such modifications as may be required by changes in Federal or South Carolina State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Addendum and all Contracts on the effective date of such change, as if fully set forth herein.

D. Order of Precedence

The provisions of this Addendum shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Addendum and the Master Agreement, or this Addendum and its exhibits and attachments, including but not limited to those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. South Carolina Special Provisions;
ii. The remaining provisions of this **Schedule A**;
iii. The provisions of the main body of this Addendum;
i. The provisions of a Task Order; and
i. The Master Agreement.

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11. SOUTH CAROLINA SPECIAL PROVISIONS

These Special Provisions apply to all State Contracts except where noted in italics. For the purposes herein, all references to "Contract" shall be deemed to be references to this Addendum, including all Task Orders issued hereunder.

A. JURISDICTION AND VENUE

This Addendum, any Task Order, the Master Price Agreement, and any dispute, claim, or controversy relating to either shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. Any claim by Contractor against any SC Participant shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that no act by a SC Participant shall constitute waiver of either the SC Participant's sovereign immunity or the SC Participant's immunity under the Eleventh Amendment of the United State's Constitution.

B. BINDING ARBITRATION PROHIBITED.

The State of South Carolina does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

C. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of a S.C. Participant. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through a S.C. Participant and the S.C. Participant shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind a S.C. Participant to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by a S.C. Participant, and **(c)** be solely responsible for its acts and those of its employees and agents.

D. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and laws, rules, and regulations of the State of South Carolina in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

E. GOVERNMENTAL IMMUNITY.

Title 11, Chapter 35, Article 17 constitutes a limited statutory waiver of sovereign immunity. Contractor agrees that any act by either ITMO or South Carolina Participant regarding this Agreement and any Task Order is not a waiver of either their sovereign immunity or their immunity under the Eleventh Amendment of the United State's Constitution.

F. FUND AVAILABILITY.

Funds for Task Orders issued under this contract are payable from state and/or federal appropriations. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under such a Task Order, the S.C. Participant shall immediately notify contractor or its assignee, of such occurrence, and said Task Order shall create no further obligation of the S.C. Participant as to such current or succeeding fiscal year, and shall be null and void, except as to the portions of payments therein agreed upon for funds which shall have been appropriated and budgeted and Contrator shall have not further obligation or liability under the

Task Order with respect to any Services for which funding has not been appropriated and fees paid. In such event, the Task Order shall terminate on the last day of the year for which appropriations were received without penalty or expense to the S.C. Participant of any kind whatsoever. After such termination of a Task Order, the S.C. Participant shall have no continuing obligation to make purchases under said Task Order and Contractor shall no further obligation or liability under the applicable Task Order. No right of action or damages shall accrue to the benefit of the contractor or its assignee as to that portion of a Task Order, which may so terminate.

G. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

H. RECORDS RETENTION & RIGHT TO AUDIT

The state shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The state may conduct, or have conducted, performance audits of the contractor. The state may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the state. Pertaining to all audits, contractor shall make available to the state access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the state.

I. TAX EXEMPT

In order to exempt the State from the obligation to withhold taxes from payments due, Contractor shall, upon request by the State, register as required by South Carolina Code Section 12-8-550, as amended, and submit the appropriate form (Nonresident Taxpayer Registration Affidavit – Income Tax Withholding) in accordance with its instructions.

J. INDEMNIFICATION

The State of South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted with the contractor's proposal.

K. CISG and UCITA

The parties expressly agree that neither the UN Convention on the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this agreement.

L. PROTECTION of HUMAN HEALTH & the ENVIRONMENT

The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

Exhibit 1 - Form of Task Order – Order Form

scQuest.

EXHIBIT F - ORDER FORM No: [ ] Client: [ ]

This Order Form is subject to WSCA/NASPO Master Agreement #___ (the "Master Agreement") and the Participating Addendum # _____" (the "Participating Addendum").

The Order Form Effective Date is: [ ]

Under this Order Form, Contractor (as defined in the Master Agreement) (i) grants to the Authorized Purchaser that is a party to the Participating Addendum a non-exclusive, non-transferable license to use and access through the Internet, solely for Authorized Purchaser's procurement activities in the ordinary course of business, the Contractor Applications as set forth below during the Subscription Term and (ii) will provide to the Authorized Purchaser that is a party to the Participating Addendum the Services as set forth below during the Subscription Term. The Subscription Term begins on the Order Form Effective Date.

ANNUAL SUBSCRIPTION-BASED CONTRACTORCONTRACTOR APPLICATIONS	QUANTITY	TOTAL ANNUAL SUBSCRIPTION FEES
Year one annual Subscription fees are due upon the Order Form Effective Date ***Subsequent years' annual Subscription fees due upon the anniversary of the Order Form Effective Date***		

Maximum Number of Authorized Users for above Contractor Applications	Authorized Purchaser entities, organizations, divisions or units authorized to use the Contractor Applications under this Order Form[1]

PROFESSIONAL SERVICES	IS THERE A STATEMENT OF WORK FOR THESE PROFESSIONAL SERVICES – YES OR NO?	TOTAL PROFESSIONAL SERVICES FEES	PAYMENT TERMS (ANY CAPITALIZED TERMS SHALL BE AS DEFINED IN THE SOW)
Any Statement of Work for Professional Services ("SOW") shall describe the specific deliverables and other terms of the Professional Services and shall by its express terms form part of the Agreement between Contractor and Authorized Purchaser			

BILLING CONTACT INFORMATION	
Billing Contact	
Billing Contact Email	
Billing Contact Phone	
Billing Contact Fax	
Address	

[1] The Authorized Purchaser entities, organizations, divisions or units listed in the table above shall not be required to pay any additional Subscription fees to use the Contractor Applications. Any entities, organizations, divisions or units not listed in the table above shall be required to enter into separate Service Orders and shall be subject to Subscription and/or Services fees in order to access Contractor Applications.

Authorized Purchaser shall remit payment via electronic funds transfer to the following account:

Domestic Wire Instructions:
Receiving Bank Name: Wachovia Bank
ABA Number: 053000219
Account Number: 2000044737285

International Wire Instructions:
SWIFT Code: PNBPUS33

Special Terms and Conditions, if any: _____

Subscription Term (years): _____

Each party hereto has caused this Order Form to be executed by its duly authorized representative as of the Order Form Effective Date set forth above.

Authorized Purchaser	**Contractor, Inc.**
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

EXHIBIT 2 - Form of Task Order – Statement of Work

Form of Statement of Work (SOW)

Depending on the SciQuest solutions selected by a customer and a customer's implementation requirements, the following sections of the Statement of Work will be modified to reflect a customer's specific solution choices and requirements: Project Scope; Project Assumptions; Summary of Client Responsibilities; Solution Methodology; Envision Phase; Elaborate Phase; Validation Phase; and Go Live Phase.

STATEMENT OF WORK ("SOW")
BY AND BETWEEN
SCIQUEST, INC. ("SCIQUEST") AND <<CLIENT>> ("CLIENT")
<<AGREEMENT DATE>> ("EFFECTIVE DATE OF THIS SOW")

1. Introduction

Client seeks to implement the SciQuest® [<<Solution>>] solution (the "Solution") developed by SciQuest. The primary objective of the project is to configure and implement the Solution for the Client user community at Client Site ("Client Site"). This SOW describes the scope of services and the services investment necessary for SciQuest to complete its defined portion of the Solution implementation project described herein. The SciQuest Global Professional Services team will use commercially reasonable efforts in a manner consistent with software industry standard guidelines and as outlined in this SOW to provide the guidance and expertise necessary to help Client successfully implement the Solution.

The table below summarizes the milestones for the configuration and implementation of the Solution for Client. The specific dates and time periods will be refined during the planning phase of this project.

Amount	Due Date	Milestone Description (Capitalized terms shall be as defined below in the SOW)	Time Period
		ii.	
		iii.	
		iv.	

2. Project Scope <<To Be Completed Upon Finalizing Scope>>

(a) This project is budgeted for a duration of <<number of weeks>> calendar weeks from the date of the planning session as set forth in Section 6(b) herein to the transition to customer support as set forth in Section 9(f) herein. If the project duration exceeds this time period, additional services for such will be handled via the Change Control Process defined in Section 11 (b).

(b) The modules included in the scope of this project are noted in the table below:

Modules	Included in Scope

(c) The integration points between the Solution and the Client systems are summarized below.

There are three (3) integration approach options:

- SciQuest Standard XML. This approach involves the Client converting the business documents from and to the SciQuest defined XML standard using the Client selected technology. This approach requires that the Client can send and receive SciQuest defined XML documents via HTTPS post.
- SciQuest Integration Hub. This approach involves the Client utilizing the middleware infrastructure hosted by SciQuest. SciQuest will convert the business documents from the Client specific document format to the SciQuest defined XML standard.
- SciQuest Integration Kit. This approach involves the Client implementing SciQuest middleware on servers inside the Client environment. SciQuest will convert the business documents from the Client specific document format to the SciQuest defined XML standard.

The integration points and integration approach included in the scope of this project are noted in below. The details of each integration point are set forth in Section 7(a).

Integration	In Scope for Project	SciQuest Standard XML	SciQuest Integration Hub	SciQuest Integration Kit

(d) The separate environments included in the scope of this project are noted in the table below:

Environments	Included	Integrated to ERP	Details

3. **Project Assumptions <<To Be Completed Upon Finalizing Scope>>**

(a) Client and SciQuest will mutually agreed upon the start date for this project.

(b) All services contained in this SOW will be implemented in a single project phase.

(c) The following is outside the scope of this project:

i. Should the Client require configuration for additional instances and/or require switching instances over time (e.g., as a result of build-out of a new ERP environment or requirements for extra staging or training environments), this configuration will be handled via the Change Control Process set forth in Section 12(b) herein.

ii. Customizations are changes to the Solution functionality that require new software development and that are specific to Client. Product enhancements are changes to the Solution functionality that require new software development and that SciQuest adopts as part of the Solution product offering. No customizations or enhancements are included in this SOW.

iii. Process Change (Change Management). Business process change planning and implementation is Client's responsibility. These services are not covered under this SOW.

4. Summary of Client Responsibilities <<To Be Completed Upon Finalizing Scope>>
Client agrees to undertake, at its expense, the following general responsibilities.

5. Technical Requirements
Client will be responsible for procurement, installation, and operational verification of all software, software licenses, equipment, and hardware required to support the Solution in the production deployment. This includes:

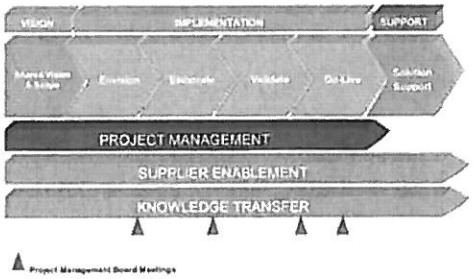
(a) Web Browsers. Client will be responsible for procurement, installation, and operational verification of all web browser licenses. SciQuest will provide its minimum browser requirements.

(b) Network Performance. Client is responsible for maintaining the satisfactory network performance needed to conduct the deployment of the production system. Client will be responsible for contacting its ISP and requesting modifications. SciQuest can assist with network performance reviews and optimization on a time-and-materials basis via the Change Control Process.

(c) SciQuest Integration Kit. Client will be responsible for procurement, installation, and operational verification of all hardware and software required to run the SciQuest Integration Kit software. Two (2) environments are required: (i) a test environment; and (ii) a production environment.

(d) Firewall Configuration. Client will perform and validate the firewall configuration required for HigherMarkets integration. The required configuration is to open a specific set of well-known ports to inbound traffic from a specific list of static IP addresses.
SciQuest may modify any of the above hardware and software requirements from time to time, upon ninety (90) days' written notice to Client.

6. Solution Methodology <<To Be Completed Upon Finalizing Scope>>
The following diagram outlines the SciQuest implementation methodology:



(a)Project Organization. SciQuest and Client are responsible for establishing the following workgroups to support project implementation:

i. Client Core Project Team. At a minimum, the core project team members will be required to carry out the following roles: project manager, SciQuest solution administrator, supplier enablement lead, ERP technical lead, ERP functional expert, process owner, business owner, trainer and other identified representatives from the Client's stakeholder teams as required by the Client. This team will be defined at the start of the project.

ii. SciQuest Core Project Team. At a minimum, the core project team members will consist of two consultants.

iii. Extended Project Team ("Stakeholders"). Client will select an extended cross-functional team, including Client end users, who will participate in the Focus Groups and who will determine how to deploy the configured Solution.

iv. Project Management Board ("Board"). The Board will be comprised of Client's executive sponsors. The Board will be responsible for project funding, policy decisions, and resolution of critical, executive level issues impacting policy, organization, etc.

(b)Executive and Project Management

i. Executive Management. SciQuest will assign a Client Delivery Manager who is responsible to:

aa. serve as the executive point of contact for the project;

bb. monitor the progress of work associated with the SOW;

cc. help resolve project issues and, working with the Client executive sponsor, participate in the escalation process as required; and

dd. be a member of the Project Management Board.

ii. Project Management. SciQuest will assign a consultant who is responsible to:

aa. develop and maintain initial sprint plan for SciQuest tasks;

bb. provide direction to the SciQuest Project Team;

cc. measure, track and evaluate progress for the SciQuest tasks;

dd. review project tasks, schedules and resources and make changes or additions, as appropriate; and

ee. prepare and maintain Issues Log;

7. Envision Phase <<To Be Completed Upon Finalizing Scope>>

(a) Project Initiation

i. Client and SciQuest will establish the project teams as stated in Section 6(a) herein.

ii. Client will identify extended project team participation from the pilot centers and extended stakeholder team.

iii. SciQuest will provide Client with the Project Charter template, Configuration Questionnaire and Standard Integration Specification documents.

(b) Planning Session. SciQuest will prepare for and conduct a planning session.

i. Client will ensure participation from the project manager, technical lead and supplier enablement lead.

During this planning session, the Client and SciQuest will define a mutually agreeable timeline and resource plan for the remainder of the project.
The planning session will cover the following topics:

- review the project timeline and key activities
- define project scope
- review the project data sheet
- project operating procedures (e.g., Change Control Process, status reporting)

(c) Project Team Alignment (Kick Off). Client will organize a formal kick off meeting which will include the extended project team members from the pilot group. The intent of this meeting is to create alignment on the project and to prepare the extended project team members for their participation.

i. SciQuest will prepare the agenda and lead the kick off meeting, which will be conducted based on the mutual agreement of the project managers.

The kick off meeting will cover the following topics:

- Client's business objectives and business strategy
- review team roles and responsibilities
- review project timeline
- review project success metrics
- project scope
- high level demonstration of the Solution (introductory purposes only)

ii. Client will organize and host the project kick off meeting, including executive participation and extended project team members.

iii. Envision phase will be considered accepted upon completion of the activities described in this Section 7.

(d) Envision Phase Deliverables. The following deliverables will be complete prior to proceeding to the next phase of the project:

i. The Sprint Plan

ii. The Project Data Sheet

8. Elaborate Phase <<To Be Completed Upon Finalizing Scope>>

(a) Solution Specification. The "Solution Specification" is the documentation against which Client will determine the acceptability of the Solution. SciQuest will develop Solution Specification documents that include:

i. Business Scenario Document. "Business Scenario Document" shall mean the client business scenarios and pertinent documentation that identifies the client's business requirements.

ii. Solution Log. "Solution Log" shall mean the list of configuration changes, training considerations and process considerations requested by the Client to the prototype solution presented during the Focus Groups as set forth in section 9(a) and 9(f). The document will define both in scope and out of scope requests.

iii. Integration Specification. The "Integration Specification" shall mean the functional specifications for any required integration with the Solution.

(b) Solution Specification Review and Adjustments.

i. Client will review the Solution Specification documents and advise SciQuest in writing of any necessary adjustments, in accordance with the acceptance process detailed in Section 12(a) herein.

ii. SciQuest will conduct a teleconference to review the Solution Specification documents and requested adjustments.

iii. SciQuest will adjust the Solution Specification documents in accordance with the acceptance process detailed in Section 12(a) herein for Client's approval of the revised Solution Specification documents.

iv. The Solution Specification documents are considered accepted upon receipt of a signed Deliverable Acceptance Form (substantially in the form of such document attached hereto), which shall not be unreasonably withheld ("Solution Specification Acceptance").

(c) Elaborate Phase Deliverables. The following deliverables will be complete prior to proceeding to the next phase of the project:

i. User Integration Test site ("UIT site") ready for validation testing

ii. Installation of the SciQuest Integration Kit in a test environment

iii. Solution Specification

9. Validation Phase <<To Be Completed Upon Finalizing Scope>>

(a) Solution Validation Testing and UAT ("User Acceptance Testing") (Production Validation) Plan Development (Client Responsibility). Client will develop a test plan with guidance from SciQuest to validate that the Solution performs according to the Solution Specification documents, including any integration and non-standard functionality. The UAT plan must be

completed and available for review by SciQuest prior to the start of Solution Validation Testing and UAT.

(b) Client-specific configuration of the Solution in UIT. Configurations are options, toggles, or switches that exist currently in the Solution application and which can be used to control the look and feel and behavior of the application. For example, Client may configure the Solution color scheme add client-specific help text, product views, etc.

i. SciQuest will configure the Solution application, per the agreed-upon Solution Specification noted in Section 8 and enable it for Client's testing.

Client will be responsible for configuring Client-specific help text, Catalog Management module settings including product views, reports to hierarchy if applicable, loading of custom field values if applicable, and company message configuration.

(c) Solution Validation Testing. The business scenarios documented in the Elaborate Phase provide a solid foundation of information to help the client conduct its validation testing.

i. Client will lead Solution validation testing.

ii. Periodic demonstrations of the Solution from the Client to SciQuest will be conducted throughout the validation process.

iii. New or modified business requirements will be addressed via the Change Control Process noted in section 12(b).

(d) Solution Validation Testing Kickoff. SciQuest will conduct a solution validation testing kickoff meeting via teleconference to accomplish the following:

i. Gain alignment with the test plan and key activities with the participants.

ii. Review the business scenarios to be tested.

(e) Finalize Integration Development. Client and SciQuest technical teams finalize their development of the integrations and conduct end-to-end testing of all integration points.

(f) Validation Phase Deliverables. The following deliverables will be complete prior to proceeding to the next phase of the project:

i. Development of integration complete

ii. Installation of the SciQuest Integration Kit in the production environment

iii. Production environment ready for UAT

10. Go Live Phase <<To Be Completed Upon Finalizing Scope>>

(a) UAT. The UAT plan will govern the UAT. UAT will follow the following guidelines:

i. Client personnel will conduct the testing at Client Site; one (1) SciQuest consultant shall be available via email and phone on a part-time basis, during the defined UAT period for issue

resolution; Client will produce a consolidated list of required adjustments at the conclusion of UAT; and any software errors will be handled in accordance with the Client's MLSA.

(b) UAT Adjustment. Client and SciQuest will jointly review requested UAT adjustments and mutually agree on those that are within the scope of the project budget and the Solution Specification. Any requests for adjustments outside the scope of the Solution Specification will require a change authorization.

(c) Solution Deployment. Client is responsible for deploying the application to its user community.

i. Configuration of the Solution in Production. SciQuest will configure and load the agreed upon data in the Production instance.

- SciQuest will configure Client's production instance of the Solution, per the Solution Specification documents and adjustments made during UAT.
- Client will be responsible for configuring Client-specific help text, Catalog Management module settings including product views, reports to hierarchy if applicable, loading of custom field values if applicable, and company message configuration.
- SciQuest will work with Client's technical team to perform a one(1) time load of the mutually agreed upon data set. The Client's technical team will be required to extract the data in the format defined by SciQuest.

(d) Solution Acceptance. "Solution Acceptance" requires Client's formal acceptance via a signed Deliverable Acceptance Form, which Client shall not unreasonably withhold. Signed Solution Acceptance is based upon completion of the following milestones:

i. Configuration and Deployment. SciQuest has enabled Client's production instance of the Solution according to the Solution Specification documents and Client has access to the Solution.

ii. UAT and UAT Adjustments Complete. Client has completed UAT, and SciQuest has completed any documented, in-scope adjustments to the Solution and has resolved all Severity 1 issues according to the procedures outlined in this SOW.

All work products and services, covered under this SOW, shall be considered successfully completed upon completion of the Solution, as set forth in this Section 10. Alternatively, placement of the Solution, or any part of the Solution, into production or the carrying out of production transactions on the part of Client constitutes acceptance of the Solution (in each event, "Solution Acceptance"). With the specific exception of the Post Production Business Review set forth in Section 11 below, upon Solution Acceptance as defined in this Section 10, this SOW will be deemed terminated and of no further force or effect.

(e) Live Order Testing. Once the production instance is activated Client will conduct live transactions in order to validate the overall process. Live order testing will adhere to the following guidelines:

- Client will define a list of suppliers and individuals to create live transactions in production prior to live order testing; and

- SciQuest will provide a total of ten (10) consecutive business days of post-production activation support. This duration will become effective from the point the production instance is activated for live order testing to the transition to customer support as defined in Section 10(f) herein. During this time, SciQuest will provide one (1) consultant on a part-time basis. This consultant will be available via phone and email to address questions and issues.

(f) Transition to Customer Support. SciQuest will transition the Client to customer support upon completion of Live Order Testing as defined in Section 10(e). The transition to customer support will follow these guidelines:

i. SciQuest will conduct an internal transition to customer support of all project information and outstanding issues.

ii. SciQuest will conduct a Client transition conference call that includes Client project team, SciQuest project team and SciQuest customer support.

(g) Go-Live Phase Deliverables. The following deliverables will be complete as part of this phase:

i. Training environment available

ii. Production environment ready for live transactions

11. Post Production Business Review <<To Be Completed Upon Finalizing Scope>>

SciQuest will conduct [ ] Post Production Business Review sessions. The first session will be scheduled [ ] months after the start of live order testing as defined in Section 10(e). The second session will be scheduled [ ] months after live order testing as defined in Section 10(e) and will be conducted via teleconference. The purpose of the Post Production Business Review sessions is to:

- discuss the status of the Client's rollout;
- discuss status and/or determine the resolution path for any remaining Severity 2, 3 or 4 issues that were identified in UAT and which did not prevent the Client from production rollout; and
- identify new issues that may have surfaced in the early weeks of production rollout and determine the resolution path

If it is determined that the Client requires additional services from the SciQuest Global Professional Services team for work that is not a product defect and for work that is in addition to the scope of the services hereunder, these services will be subject to the Change Control Process noted in Section 12(b).

12. Project Operating Procedures

(a) Acceptance Process. Client will review any work product requiring explicit acceptance within ten (10) business days of delivery and will document required adjustments. If SciQuest does not receive notice within the defined ten-business-day period, each work product will be considered accepted. Within ten (10) business days, SciQuest will provide a revised work product that incorporates the agreed adjustments ("Acceptance Process"). In the event that Client does not accept the revised work product, the parties may agree to repeat this review-and-acceptance process one additional time. If disputes remain after repeating the Acceptance Process as set

forth herein, the project team will refer these to SciQuest's and the Client's executive teams for resolution.

(b) Change Control Process. SciQuest projects follow a standard change control process defined as follows ("Change Control Process"). If during the course of a project, a scope change is identified, the SciQuest project manager will document the change and associated cost or schedule impacts on a change authorization form. Once documented, the SciQuest project manager reviews the change with the Client project manager. Scope changes are defined as any modification to the agreed scope of a project, including but not limited to requirements, software modules, configuration changes, project delays and enhancements or modifications to the product. Scope changes can require modification to cost, schedule, quality or other project deliverables and therefore require sign-off from the Client project manager. No work on scope changes will be conducted until sign off is obtained. Changes that impact scope require approval from the Client project manager and the SciQuest project manager.

(c) Work Location. Unless otherwise specified, SciQuest will perform all work at a location to be determined at its sole discretion.

13. Project Investment

The following section outlines the required investment for SciQuest Professional Services team to deliver the Solution.

(a) Investment Summary. The table below summarizes Client's fixed-price cost to deliver the Solution.

Professional Services Investment Summary

Item	Investment
SciQuest Professional Services	$0
Travel and Administrative Expenses Estimate	$0

(b) Payment Schedule. The SciQuest Professional Services investment is a fixed-fee for the scope of this SOW and will be invoiced on the schedule shown in the table below. Costs not included in the estimated fee, such as agreed change orders, agreed purchase orders, and travel and other expenses will be billed on a monthly basis.

Project Payment Schedule

Payment Item	Amount	Payment Schedule
Total Services**	$0	
Travel and Administrative Expenses	$0	Real and actual costs will be invoiced on a monthly basis.

**Any services fees outstanding as of fifty-two (52) weeks from the Effective Date of this SOW, shall be immediately due and payable by Client as of such date.

(c) Purchase Order Requirement. In the event Client's business practices require that Client issue a purchase order number be issued prior to payment of any SciQuest invoices issued under this Exhibit, then such purchase order number must be entered below. Client's execution and return of this Exhibit to SciQuest without designating a purchase order number shall be deemed Client's acknowledgement that no purchase order is required for payment of invoices hereunder. PO # _____.

14. Acceptance

IN WITNESS WHEREOF, each party hereto has caused this Exhibit to be executed by its duly authorized representative.

<<CLIENT>>	**SCIQUEST, INC.**
By:	**By:**
Printed Name:	**Printed Name:**
Title:	**Title:**
Date:	**Date:**

Exhibit 3 - Pricing

Pricing is subject to the terms set forth below and in the Master Agreement.

WSCA SciQuest E-Procurement Solutions - List Pricing Schedule - State of South Carolina (effective July 1, 2012)	
Annual subscription pricing, not including professional services which are applicable to all categories. ***	Annual Subscription
Core eProcurement Modules - Enterprise	
Spend Director Enterprise (includes 1 Premium Supplier Pack)	$456,225
MBU License (add on to Spend Director Enterprise)	$112,350
Spend Director (includes 1 Premium Supplier Pack) (for renewal only)	$311,850
Upgrade to Spend Director Enterprise (formerly Contract Manager)	$144,375
Requisition Manager	$92,400
Order Manager	$203,280
Settlement Manager	$150,150
AP Director Upgrade from Settlement Manager	$60,060
Accounts Payable Director	$210,210
Accounts Payable: Receiving & eInvoicing	$131,093
Accounts Payable: eInvoicing-Only	$112,035
Accounts Payable: Receiving-Only	$65,835
Accounts Payable Director - Stand Alone (incl. 1 Premium Supplier Pack)	$252,252
Sourcing Director (includes RFx and RA)	$126,000
Supplier Contract Management & Authoring - add-on to Sourcing Director	$73,500
Sourcing Director - eSourcing RFx (stand alone)	$84,000
Sourcing Director - Reverse Auctions (stand alone)	$42,000
Total Supplier Manager (includes Diversity functionality from SDM)	$57,750
TSM - On-Boarding - add-on	$15,750
TSM - Supplier ScoreCard & Performance Management - add-on	$25,200
TSM - Dynamic Qualification & Risk Compliance - add-on	$15,750
TSM - 2nd-Tier Reporting Module - add-on	$15,750
TSM - Total Spend Reporting (tier 1 level) - add-on	$31,500
Supplier Diversity Manager	$36,750
SDM - 2nd-Tier Reporting Module - add-on	$15,750
SDM - MWBE Spend Reporting (tier 1 level) - add-on	$15,750
Supplies Manager - Enterprise (includes 1 Replenishment Pack of 10 Single Licenses)	$92,400
Procureview (Binary Fountain)	$204,750
Supplier Enablement / Content Services	
Premium Supplier Pack (10 licenses)	$40,425
Basic Supplier Pack (10 licenses)	$11,550
Supplies Manager Replenishment Pack of 10 Single Premium Supplier Licenses	$34,650
Integration Software	
Integration Kit - First Year Software License ** (3rd party dependencies / no disounting applied)	$44,468
Integration Kit Maintenance (Years 1-5) ** (3rd party dependencies / no disounting applied)	$8,925

ERP Integration as a Service (IaaS) ** (3rd party dependencies / no disounting applied)	$17,325
Invoice Integration Adapter - Banner Finance	$4,200
Multi Chart Adapter - Banner Finance	$4,200
Additional Instance	$11,025
SciQuest E-Procurement Consortium Community Solution	
Consortium Communty Base Solution (Spend Director Enterprise at No Charge)	
Consortium Supplier Pack (10 licenses to connect member site to 10 consortium suppliers)	$5,775
Single Consortium Supplier License	$662
pCard Marketplace	Custom

* The above pricing is subject to the following discounts:

All annual Subscription Fees set forth above shall be subject to a 42% discount

The annual Subscription Fees for the first twelve (12) months of any Initial Term shall be subject to an additional 2.5% discount (after giving effect to the 42% discount referenced above).

All Services set forth above shall be subject to a 30% discount. Blended Hourly rate is $262.50.

** Integration Software, no discounting can be applied due to 3rd party dependencies.

*** State Tier is subject to change if the State desires to license entities outside the state (i.e. Higher Education, K-12, Cities and Counties).

Exhibit 4 – Form of Affiliate Agreement

AFFILIATE AGREEMENT

to

Participating Addendum, by and between SciQuest, Inc.

and

This Affiliate Agreement is entered into by (the "Affiliate") and SciQuest, Inc.("Contractor", and together with Affiliate, the "Parties"), pursuant to that certain Participating Addendum, dated , by and between and Contractor (the "Addendum").

The Addendum is entered into and incorporates by reference the terms and conditions of that certain Master Agreement for eProcurement Services (Hosted Software-as-a-Service), dated June 30, 2011 (the "Master Agreement"), by and among Contractor, the State of Colorado ("Lead State"), and the National Association of State Procurement Officials ("NASPO"), on its own behalf and on behalf of the Western States Contracting Alliance ("WSCA").

Affiliate has been approved by the to utilize state contracts. This Affiliate Agreement is entered into pursuant to and incorporates by reference the terms and conditions of the Addendum. This Affiliate Agreement and the exhibits attached hereto are collectively referred to as the "Agreement".

In consideration of the premises, covenants and mutual promises contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. Scope: The scope of this Agreement shall be limited to the scope of the Addendum. The purpose of this Agreement is to create a centralized electronic procurement system providing more efficient delivery of procurement services through the use of technology.

2. Modifications to Addendum: Modifications to the Addendum and additional terms and conditions specific to this Agreement are attached hereto and incorporated herein as **Exhibit A**.

3. Primary Contacts: The primary contacts for this Agreement shall be the individuals identified below or such other individuals as may be identified from time to time in a Notice, as defined in the Addendum, sent by a designating Party to the other Party set forth below:

Contractor

Name:	**Jennifer Kaelin, Vice President of Finance**
Address:	**6501 Weston Parkway, Suite 200**
	Cary, NC 27513
Telephone:	**(919) 659-2100**
Fax:	**(919) 659-2199**
E-mail:	**jkaelin@sciquest.com**

Affiliate

Name:
Address:
Telephone:
Fax:
E-mail:

4. Subcontractors: All assignments, subcontracts, or Subcontractors approved by Contractor or the Affiliate are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Subcontractors authorized under the Addendum are authorized as Subcontractors under this Agreement.

5. Service Order Instructions: All Service Orders issued under this Agreement shall be substantially in the form set forth in Exhibits E (Form of Statement of Work) and F (Form of Order Form) to the Master Agreement. The Affiliate entering into a Service Order shall be solely responsible therefor and none of WSCA, NASPO, the Lead State or the Participating Entity shall be responsible for or liable under any Service Order issued under this Agreement. Each Order Form or Statement of Work issued under this Agreement shall contain the following:

(a) A statement indicating that the Statement of Work or Order Form is subject to the terms of the Affiliate Agreement;
(b) The name, address, contact, and phone number for the Affiliate;
(c) The Contractor Applications to which the Affiliate is subscribing;
(d) A description of the Services to be provided; and
(e) The payment amounts and terms for the Subscriptions and Services.

All Service Orders shall be forwarded to Contractor through Contractor's Vice President of Finance at the following address:

Address Contracts to:

Name:	**Jennifer Kaelin, Vice President of Finance**
Address:	**6501 Weston Parkway, Suite 200**
	Cary, NC 27513
Telephone:	**(919) 659-2100**
Fax;	**(919) 659-2199**
E-mail:	**jkaelin@sciquest.com**

All payments shall be remitted to Contractor at the following address:

Name:	**Jennifer Kaelin, Vice President of Finance**
Address:	**6501 Weston Parkway, Suite 200**
	Cary, NC 27513
Telephone:	**(919) 659-2100**
Fax;	**(919) 659-2199**
E-mail:	**jkaelin@sciquest.com**

This Agreement and the Addendum, set forth the entire agreement between the Parties with respect to the subject matter hereof and all previous communications, representations or agreements, whether oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. Terms and conditions inconsistent with, contrary, or in addition to the terms and conditions of this Agreement or the Addendum, shall not be added to or incorporated into this Agreement or the Addendum by any subsequent contract or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Agreement and the Addendum shall prevail and govern in the case of any inconsistent or additional terms within the jurisdiction of the Participating Entity.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Affiliate Parties have executed this Agreement as of the date of execution by both Affiliate Parties below or as otherwise required by applicable law..

THE PARTIES HERETO HAVE EXECUTED THIS AFFILIATE AGREEMENT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR: **SciQuest, Inc.**	**AFFILIATE:**
Name: Title:	Name: Title:
_____ Signature	_____ Signature
Date: _____	Date: _____