



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the non-standard agreement with Ellucian Company, L. P. [ITN-2023-123-ZR – STUDENT INFORMATION SYSTEM] for the new Student Information System (SIS) solution. Fiscal Impact: \$24,245,636.00

Presenter(s): Raj Mettai, Chief Information Officer

What is the purpose of this contract and why is it needed?

The purpose of this contract is to replace the current Legacy Home-Grown Student Information System (SIS) with a Cloud Based System. The College embarked on this project to support its strategic priority to create a best-in-class student experience and replace an aging legacy system with a cloud-based offering. This new system will make it easy for prospective students to register, attend classes, and manage all other aspects of their academic journey, resulting in higher customer satisfaction.

On May 15, 2023, Broward College released the solicitation ITN-2023-123-ZR - STUDENT INFORMATION SYSTEM with the intent to solicit replies for the Student Information System (SIS). The new system must provide the tools needed to be responsive to the existing and increasing needs of stakeholders and demands for accountability by accreditation, funding agencies, and regulatory compliance. The required SIS solution will serve business operations, improve the management of academic programming, and provide a world-class experience for students.

To meet these needs, the College sought a solution that offered a modern, integrated system supporting core functions, including Recruiting and Admissions, Testing, Financial Aid, Curriculum Management, Academic Planning, Registration, Academic Records, Advising, Student Success, and Reporting/Business Intelligence. The College sought a fully functional solution for these core functions that met or exceeded the requirements provided, using an intuitive user interface providing ease of use either within a browser or through a device that supports anytime, anywhere learning. The desired solution would also offer robust reporting and analytics capabilities for better, more real-time, data-driven decision-making across the institution.

The College issued an invitation to negotiate and received replies from 8 respondents. The initial evaluation of the replies was based on several key criteria: Experience and Qualifications; Scope of Services and Functionality/Methodology; Price Response Form; Financial Capacity; and SDSB Program. Interviews and presentation meetings (with vendor demos) were conducted with four shortlisted respondents using the following criteria: Understanding of the College's Requirements; Relevant Experience; Unique Qualifications; and Overall Functionality, Approach and Ability to Perform.

As a result of the interviews and presentations (with vendor demos), the Evaluation Committee selected the top-ranked respondent - ELLUCIAN COMPANY L.P. - for contract negotiations. The College was able to reach mutually agreeable terms, conditions, and pricing during the contract negotiations meetings with ELLUCIAN COMPANY L.P.

ELLUCIAN COMPANY L.P. was determined to be the most qualified, responsible, and responsive respondent. The decision to recommend award to ELLUCIAN L.P. was based on several key factors such as:

Fully Integrated SaaS Solution for Students and Staff

- Ellucian Banner (Student & Financial Aid) is a fully integrated ERP SaaS suite designed specifically for higher Ed that will provide easy access to the information the institution needs to make data-informed decisions.
- Ellucian Banner can be integrated with other platforms (Targetx, D2L, Courseleaf, Barnes & Noble, CollegeNet, Nelnet) for a streamlined user experience.
- Ellucian Experience provides a superior user experience by providing timely information with a personalized dashboard allowing students to access information and applications using single sign on (including Mobile).
- Ellucian Degree Works provides a comprehensive academic advising, transfer articulation and degree audit solution that helps students and their advisors successfully navigate curriculum requirements.
- Ellucian CRM Advise provides a comprehensive student success and retention solution that tracks success by cohort, course, degree, or program. This information can then be used to deliver meaningful, personal, and coordinated support for students.
- Ellucian Workflow provides a business process solution that automates tasks and optimizes efficiencies across the institution.
- Ellucian Elevate provides the ability to manage, report and market Continuing Education and Workforce Development programs, helping to maximize performance and drive increased enrollment.
- Ellucian CampusLogic transforms the financial aid office and offers students a simple, mobile, personalized technology to access scholarships, fill out critical forms and understand complex information for student financial success.

Data Reporting & Analytics:

- Ellucian Insights will unlock the power of our data with a data warehouse as a service.
- Ellucian provides a growing catalog of customizable reports and dashboards.
- Ellucian can support our data conversion needs.

Incident Management and Support:

- Ellucian maintenance standards include a 24/7 telephone support action line and targeted response times.

Additionally, the final price was in line with the College's budget for this service, estimated at \$23,139,720 for 10 years, including implementation costs. The breakdown of the costs is as follows:

Implementation Costs (Professional Services): Y1-2 \$4,279,581.00

Software Subscription Costs: Y1-10 \$18,860,139.00

Y1: \$1,185,655.00

Y2: \$1,670,115.00

Y3: \$1,736,920.00

Y4: \$1,806,396.00

Y5: \$1,878,652.00
Y6: \$1,953,798.00
Y7: \$2,031,950.00
Y8: \$2,113,228.00
Y9: \$2,197,757.00
Y10: \$2,285,668.00

Ellucian L.P. will provide professional services for the first two years of the contract, which will include implementation, training, advisory, planning and assistance, documentation and development of procedure manuals, technical system review, and/or consulting information technology and management services.

The total implementation costs over the first two years of the contract amount to \$4,279,581.00, with 10 years of standard software subscription costs and fees totaling \$18,860,139.00. Travel costs are estimated at \$250,000 throughout the duration of the implementation period. The College is requesting an additional \$855,916.00 (approximately 20%) in contingency for implementation costs (professional services) on an as needed basis for a total of \$24,245,636 in fiscal authority.

Of the 28 Florida College System Institutions, 14 are currently employing Ellucian Banner as their Student Information System. These include:

1. Eastern Florida State College
2. Florida Gateway College
3. Florida SouthWestern State College
4. Gulf Coast State College
5. Lake-Sumter State College
6. North Florida College
7. Northwest Florida State College
8. Pasco-Hernando State College
9. Polk State College
10. South Florida State College
11. St. Johns River State College
12. State Florida of Florida, Manatee-Sarasota
13. The College of the Florida Keys
14. Valencia College

Indian River State College is currently transitioning from Workday to Ellucian Banner.

What procurement process or bid waiver was used and why?

The procurement process used was a formal competitive solicitation in accordance with FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34. The College issued an Invitation To Negotiate (ITN) solicitation. The Invitation To Negotiate (ITN) provided the College the ability to solicit services from multiple vendors and

select the most qualified vendor who met the specified requirements outlined on the solicitation with the best value proposition for the College.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
Yes.

What fund, cost center and line item(s) were used? FD100, CC0653, NFR-25-000035, GL64500, 65000.

Has Broward College used this vendor before for these products or services? No.

Was the product or service acceptable in the past? Not applicable.

Was there a return on investment anticipated when entering this contract? No.

Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Not applicable.

Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Estimated \$24,245,636.00 as follows: \$23,389,720.00 + \$855,916.00 (20% contingency for implementation costs) from FD100, BU202, CC0653, PG000267, NFR#TBA.

07/01/24	CC0653 · IT Application Development	(\$24,245,636.00)
	NFR#TBA	

Raj Mettai
Raj Mettai, Chief Information Officer

6/3/2024

Donald Astrab
Donald Astrab, VP, Academic Operations, Analytics, & Comm









6/3/2024

APPROVAL PATH: 12199: Ellucian Company L.P. (ITN-2023-123-ZR – Student Information System)

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Alina Gonzalez	Review & Approve		✔ Completed	
2	Raj Mettai	CIO Review		✔ Completed	
3	Donald Astrab	Chief Operating Officer		✔ Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		✔ Completed	
5	Zaida Riollano	Procurement Approval 		✔ Completed	
6	Rabia Azhar	CFO Review		✔ Completed	
6	Christine Sims	Budget Departmental Review		✔ Completed	
6	Legal Services Review Group	Review and Approval for Form and		✔ Completed	
7	Board Clerk	Agenda Preparation		⌚ Pending	
8	District Board of Trustees	Meeting	06/25/24 01:00 PM	⌚ Pending	
9	Electronic Signature(s)	Signatures obtained via DocuSign b		⌚ Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		⌚ Pending	



MASTER TERMS AND CONDITIONS

WITH

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

111 E Las Olas Boulevard
Fort Lauderdale, FL 33301-2298
("Client")

As of the latest signing date below, **ELLUCIAN COMPANY L.P.** (through itself or one of its affiliated companies) and Client agree that these **Master Terms and Conditions** (also referred to herein as the **"Agreement"**) will separately apply to each Order Form **"Ellucian"** means, in each instance, the Ellucian entity that enters into an Order Form with Client. By the execution of these Master Terms and Conditions and an Order Form, each executing party represents and warrants that it is bound by the signature of its respective signatory.

The pricing contained in the attached Order Form is valid only if the Execution Date occurs on or before June 26, 2024.

Ellucian

Client

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____
Printed

Name: _____
Printed

Title: _____

Title: _____

Date: _____

Date: _____

1. **DEFINITIONS.** Each term defined below has the meaning given to that term below whenever the term is used in these Master Terms and Conditions. Other capitalized terms are defined elsewhere in these Master Terms and Conditions.
- 1.1 “Baseline” means the general release version of the Software as updated through Ellucian’s provision of both warranty services (as provided in Section 9.1) and Software Support Services, but without any other modification.
- 1.2 “Client Data” means all electronic data or information submitted by Client or Authorized Users to the Software or Services and includes data produced as a result of the processing activities of the Software or Services for the data submitted by Client within the Software or Services.
- 1.3 “Client Personal Data” means any information that is related to an identified or identifiable individual and has been provided by or on behalf of Client or Client’s students, prospective students, parents of students, alumni, faculty members and employees that is given to Ellucian hereunder in connection with the provision of the Software or the Services.
- 1.4 “Cloud Services” means those services, including application hosting, remote database administration, application management and other services, that are identified as “Cloud Services” in a Cloud Services Order Form and that are described more particularly in the Cloud Services Order Form.
- 1.5 “Cloud Software” means the Software identified as “Cloud Software” in a Cloud Software Order Form which is provisioned in, and made available from, a remote environment and which is described more particularly in the Cloud Software Order Form.
- 1.6 “Data Protection Law” means any law, rule, regulation, decree, statute, or other governmental enactment, order, mandate or resolution relating to data security, data protection, data retention and/or privacy which applies to Ellucian in its provision of Software and/or Services to Client hereunder.
- 1.7 “Defect” means a material deviation between the Software or Services and its Documentation for which Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.
- 1.8 “Delivery Address” means the Client shipping address identified in an Order Form.
- 1.9 “Delivery Date” means the date on which the Software is shipped to the Delivery Address F.O.B. place of shipment or is otherwise made available to Client (i.e., electronic access).
- 1.10 “Documentation” means the on-line and hard copy functional and technical specifications that Ellucian provides for the Baseline Software and, where applicable, Services, and that describes the functional and technical capabilities of the Baseline Software and Services.
- 1.11 “Equipment” means the hardware and systems software configuration identified in the Order Form as the Equipment.
- 1.12 “Execution Date” means, with respect to these Master Terms and Conditions or any Order Form, the latest date shown on the signature page of these Master Terms and Conditions or that Order Form, as applicable.
- 1.13 “Full Time Equivalent” or “FTE” is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System (“IPEDS”) client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value.

- 1.14 “Intellectual Property Rights” means any and all common law, statutory and other intellectual property rights, such as patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, moral rights if applicable, trademarks and service marks, Confidential Information, and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world.
- 1.15 “Maintenance” means providing Client with avoidance procedures or corrections for Defects. The details and procedures relating to the provision of Maintenance for the Software (collectively, the “Maintenance Standards”) may be specified in an Order Form.
- 1.16 “New Releases” means new editions (i.e., major and minor releases) of the Baseline Software.
- 1.17 “Order Form” means an ordering document executed by Client and an Ellucian company that expressly references and incorporates these Master Terms and Conditions. If any terms of an Order Form conflict with any of these Master Terms and Conditions, the terms of the Order Form will control.
- 1.18 “Services” means the applicable Cloud Services, Professional Services and/or Software Support Services.
- 1.98 “Software” means a computer software program: (i) licensed pursuant to a Perpetual License Order Form or a Term License Order Form, or (ii) made available to Client pursuant to a Cloud Software Order Form. Software includes source code (if provided), object code, Documentation, all updates and modifications, and all Intellectual Property Rights for the Software.
- 1.20 “Software Supplement” means additional terms and conditions applying to particular Software, as specified in an Order Form that has been executed by Client and an Ellucian company that expressly references and incorporates these Master Terms and Conditions. If any terms of a Software Supplement conflict with any other terms of an Order Form or these Master Terms and Conditions, the terms of the Software Supplement will control.
- 1.21 “Software Support Services” means, collectively, Maintenance and New Releases.
- 1.22 “Territory” means the following location(s): United States of America.

2. LICENSE GRANT.

- 2.1 Perpetual License. For the Software identified on a Perpetual License Order Form, Ellucian grants Client a perpetual, non-exclusive, non-transferable license to use the Software on the Equipment residing within the Territory for Client’s internal use only and subject to all use restrictions and limitations set forth in the applicable Order Form and these Master Terms and Conditions.
- 2.2 Term License. For the Software identified on a Term License Order Form, and only during the License Term specified on the Term License Order Form, Ellucian grants Client a non-exclusive, non-transferable license to use the Software on the Equipment residing within the Territory for Client’s internal use only and subject to all use restrictions and limitations set forth in the applicable Order Form and these Master Terms and Conditions.
- 2.3 Cloud Software. For the Cloud Software identified on a Cloud Software Order Form, and only during the Cloud Software Term specified on the Cloud Software Order Form, Ellucian grants Client a non-exclusive, non-transferable license to access and use the Cloud Software for Client’s internal use only.
- 2.4 Included Rights of Use. The license(s) granted in Sections 2.1-2.3 include the right for Client to allow Client’s prospective students, students, parents of students, alumni, faculty, administrators, employees, contractors, and other personnel to access the screen displays of the Software on a web-enabled basis for the purpose of viewing, inputting, and/or querying data within the scope of Client’s permitted use of the Software. Client may permit third party vendors and outsourced and other service providers to access

and/or use the Software and the Documentation pursuant to the rights granted to Client hereunder, solely on behalf of and for the benefit of Client and subject to the limitations and conditions set forth in Section 10 (Confidential Information) below.

- 2.5 Right to Grant License and Ownership. Ellucian has and shall maintain all appropriate rights and licenses necessary to grant Client the rights and licenses to use the Software and the Cloud Services as described herein. Except as otherwise indicated in a Software Supplement, Ellucian owns all right, title and interest in and to the Software, including all Intellectual Property Rights therein.
- 2.6 Reservation of Rights. Any rights not expressly granted by Ellucian in an Order Form are expressly reserved by Ellucian.
- 2.7 United States Government Rights. Client may not acquire Software on behalf of the United States Government or any United States Government agency without Ellucian's prior written consent. The Software was developed fully at private expense and is a "Commercial Item", as that term is defined in 48 C.F.R. 2.101 (OCT 2010). The Client's right to use the Software is subject to, (i) if acquired on behalf of a civilian agency, these Master Terms and Conditions as specified in 48 C.F.R. 12.212 (Computer Software), 48 C.F.R. 12.211 (Technical Data), and Part 27.405-3 of the Federal Acquisition Regulation ("FAR") and its successors, or (ii) if acquired on behalf of any agency within the Department of Defense ("DOD"), these Master Terms and Conditions as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors, consistent with 48 C.F.R. 227.7202.
- 2.8 Records/Inspection. Client will maintain records sufficient to enable Ellucian to determine that Client's use of the Software complies with the scope of the applicable licenses granted hereunder. Client will make such records available to Ellucian within thirty (30) days of receipt of prior written notice and will permit Ellucian to inspect Client's records solely as necessary to verify Client's compliance. Such inspection will take place with reasonable advance notice during business hours and is not intended to unreasonably disrupt Client's operations. Inspections will be at Ellucian's expense. Ellucian may share the results of any such inspection with applicable licensors. Any such inspection will be subject to the confidentiality provisions set forth in these Master Terms and Conditions.

3. CERTAIN RIGHTS AND RESTRICTIONS.

- 3.1 Source Code. If an Order Form does not otherwise provide that Client has a license to use source code for the Software, then Client has no rights in or to the source code for that Software. If the Order Form does provide for a source code license use, Client has the right to compile, modify, improve and enhance the Software only with respect to the Software licensed pursuant to a Perpetual License Order Form or a Term License Order Form for which the source code is so licensed.
- 3.2 Object Code. Client has right to use the Software in object code form. Client also has the right to use Software licensed pursuant to a Perpetual License Order Form or a Term License Order Form in object code form temporarily on another configuration that is supported by Ellucian, for disaster recovery of Client's computer operations.
- 3.3 No License for Other Software. The media containing the Software may also contain code for which Client is not granted a license for use. Client may not use any code for which Client is not expressly obtaining a license for use under an Order Form.
- 3.4 Copies of Documentation. Except as otherwise provided for in a Software Supplement, Client has the right to make a reasonable number of copies of the Documentation for the Software for its internal use in accordance with the terms of the applicable Order Form.
- 3.5 Reverse Engineering. With regard to any Software that is licensed in object code only, Client is prohibited from causing or permitting the reverse engineering, disassembly, or decompilation of the Software.

- 3.6 Prohibition on Shared Use. Client is prohibited from using the Software for any service bureau or timesharing arrangement or for the benefit of any institution, entity, consortium, venture or similar arrangement other than Client.
- 3.7 International Trade Compliance. The parties each agree to comply with all applicable export laws, and that all Order Forms are made subject to United States and other jurisdictions' applicable legal requirements regarding exporting and other international trade transactions. Without limitation, Client will not allow the Software, in whole or in part, to be transferred to another party, in any manner or by any means, without in each instance obtaining Ellucian's prior written consent (such consent not to be unreasonably withheld, qualified or delayed) and, if required, authorization from a cognizant government authority. Without limitation, Client is prohibited from directly or indirectly supplying, transferring, exporting (or re-exporting) or providing the ability to copy or download the Software to any individual or organization on the United States Treasury Department's List of Specially Designated Nationals and Blocked Persons, the United States Commerce Department's Denied Persons List or Entity List, or any other U.S. government list of parties with respect to whom or which the U.S. government imposes restrictions on dealings. Ellucian agrees to provide Client with the export classification status of a software product upon request.
- 3.8 Intellectual Property Rights Notices. Client is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in, or that Ellucian otherwise provides with, the Software. Client must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Client makes of the Software.

4. PROFESSIONAL SERVICES.

- 4.1 Generally. In connection with the Software, Ellucian will provide Client with the implementation, training, advisory, planning and assistance, documentation and development of procedure manuals, technical system review, and/or consulting information technology and management services (the "Professional Services") described in the Professional Services Order Form, at the fees provided in the Professional Services Order Form. Ellucian will provide Services to Client as specified in a Professional Services Order Form or a Change Order executed by the parties. Each Professional Services Order Form may, as applicable, specify the type of Professional Services to be performed, any specific tasks to be performed by each party, location and approximate start and end dates of projects, the level of each assigned employee, contractor or subcontractor of Ellucian ("Ellucian Personnel"), any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any relevant acceptance and testing procedures and criteria. Each Professional Service Order Form shall be governed by and subject to the terms and conditions of these Master Terms and Conditions. In the event of a conflict between a term of a Professional Services Order Form and a term of these Master Terms and Conditions, the term of these Master Terms and Conditions shall prevail unless the conflicting term of the Professional Services Order Form expressly references the term of these Master Terms and Condition that is being modified, in which case the conflicting term of the Professional Services Order Form shall govern solely for the limited purpose of such Professional Services Order Form.
- 4.2 Cancellation of Scheduled Professional Services. The parties agree that once Client and Ellucian have scheduled a specific time during which Ellucian will provide Professional Services, Ellucian will be obligated to perform and Client will be obligated to obtain and pay Ellucian for such scheduled Professional Services, in accordance with the agreed upon schedule. If Client desires to cancel or postpone scheduled Professional Services, Client must provide Ellucian with notice of such cancellation or postponement (a "Services Cancellation Notice"). For the purposes of this Section, Services Cancellation Notices must be provided by sending an email to: services@ellucian.com. When cancelling scheduled Professional Services, Client will be subject to the following cancellation fees as liquidated damages and not as penalties:

- 4.2.1 If Ellucian receives the Services Cancellation Notice more than thirty (30) calendar days prior to the date on which Professional Services are scheduled to commence, Client will not be assessed a services cancellation fee;
- 4.2.2 If Ellucian receives the Services Cancellation Notice less than thirty-one (31) calendar days, but more than nine (9) calendar days, prior to the date on which Professional Services are scheduled to commence, Client will be assessed a services cancellation fee in an amount equal to thirty percent (30%) of the total anticipated fee for the scheduled Professional Services; and
- 4.2.3 If Ellucian receives the Services Cancellation Notice less than ten (10) calendar days prior to the date on which Professional Services are scheduled to commence, Client will be assessed a services cancellation fee in an amount equal to one hundred percent (100%) of the total anticipated fee for the scheduled Professional Services.

Notwithstanding the foregoing, Ellucian will make good faith efforts to reassign any Ellucian Personnel affected by the Services Cancellation Notice and, if Ellucian can reassign such Ellucian Personnel, Client's cancellation fee will be reduced proportionately. In addition to cancellation fees due under this Section, Client will be assessed the full amount of any airline- or hotel-imposed cancellation charges associated with previously purchased non-refundable fares or reservations (as applicable) incurred by Ellucian as a result of the cancellation, provided that Ellucian has complied with the travel guidelines set forth in Florida Statutes Section 112.061.

Ellucian understands that the parties' goal is to avoid any material delay, or cancellation in the performance of Professional Services relating to the implementation of the Software or Services ("Implementation Project"). Accordingly, the parties agree that if any mutually-agreed schedule for the performance of Professional Services by Ellucian in connection with the Implementation Project is delayed by more than thirty (30) days due to Ellucian's failure to perform, or due to its delay in performance or delivery of, the Services or deliverables in material breach of this Agreement (including the Exhibits), then Ellucian will work to remedy the breach at no additional charge to Client and, if unable to do so despite its reasonable efforts, then Client may pursue termination hereunder and, subject to the Limitations of Liability set forth herein, seek to recover direct damages resulting from the breach.

- 4.3 Change Order Process. If a party wishes to add services or extend the engagement or revise the Professional Services, such party may so request in writing to the other party, which may be via e-mail. The other party will notify the requesting party within ten (10) business days whether such other party agrees to the request, and Ellucian shall indicate whether such request will change the scope and/or cost of the Professional Services. In either case, the change shall be documented by a change order, executed by both parties ("Change Order"). If a change request submitted by a party would change the scope of or the cost of the Professional Services, Ellucian shall identify in the proposed Change Order all terms relevant to such change, including (as applicable) any changes to the fees, term deliverable milestones and any other applicable information. Further, if Ellucian proposes a Change Order, Ellucian will describe the justification for the Change Order. Each Change Order, when fully executed by the parties, shall constitute an amendment to the applicable Professional Services Order Form.
- 4.4 Professional Services. In addition to the services, functions, responsibilities and tasks expressly described in the Professional Services Order Form, Ellucian shall perform the following, which are deemed to be included in the Professional Services as if expressly described therein: (i) internal administrative functions, responsibilities and tasks that are reasonably required for or incidental to the proper performance and provision of the expressly described Services or are otherwise customarily performed by providers of the expressly described Services; and (ii) communication and coordination of efforts by and among Ellucian Personnel as required to perform such internal administrative functions, responsibilities and tasks. Examples of "internal administrative functions, responsibilities and tasks" include time spent by Ellucian and Ellucian Personnel scheduling travel arrangements, coordinating Ellucian Personnel staffing assignments, and availability, entering and processing timesheets and expense reports, conducting

background checks on Ellucian Personnel and internal IT support for equipment owned by Ellucian or Ellucian Personnel. Ellucian will not charge Client any extra fees for Ellucian's performance of such internal administrative functions, responsibilities and tasks.

5. SOFTWARE SUPPORT SERVICES.

5.1 Generally. In connection with the Baseline Software, Ellucian will provide Client with Software Support Services pursuant to the Software Support Services Order Form, at the fees provided in the Software Support Services Order Form.

5.2 Term of Software Support Services. The term of Software Support Services as it applies to the Baseline Software is for the period beginning on the date defined as the "Commencement Date" in the Software Support Services Order Form and continuing until the date defined as the "Expiration Date" in the Software Support Services Order Form (each one (1) year period beginning and ending on the dates provided for in the Software Support Services Order Form is referred to herein as a "Contract Year"). Absent termination in accordance with the provisions of Section 15, or as otherwise provided in the Software Support Services Order Form, the term of Software Support Services will continue until the Expiration Date in accordance with its terms. Thereafter, the parties may agree to extend the Software Support Services by agreeing in writing to renew or extend the Software Support Services Order Form then in effect or by entering a new Software Support Services Order Form.

5.3 Third Party Software Support Services. Ellucian's obligation to provide Client with Software Support Services for Software owned by parties other than Ellucian is limited to providing Client with the Software Support Services that the applicable third party owner provides to Ellucian for that Software. If an agreement authorizing Ellucian to resell or sublicense a third party's Software, prior to the Expiration Date as set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the third party Software Support Services in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide to Client and Client's obligation to pay Ellucian for such Software Support Services will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification and Ellucian will promptly refund to Client any applicable pre-paid fees for Software Support Services for the period after such termination. Notwithstanding the foregoing, Ellucian will provide Client with no less than one hundred eighty (180) days' prior written notice of any such termination or expiration (or as much notice as is reasonably practicable under the circumstances) and will make commercially reasonable efforts to replace the affected Third Party Software with a substantially similar solution for the same cost.

6. CLOUD SERVICES.

6.1 Generally. Ellucian will provide Client with Cloud Services pursuant to the Cloud Services Order Form services description, at the Fees set forth in the Cloud Services Order Form.

6.2 Third Party Components. Ellucian's obligation to provide Client with Cloud Services that include third party services or software ("Third Party Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Services to the extent the applicable third party owner provides it to Ellucian; provided however, that, except as otherwise provided in this Section 6.2 below, there shall be no reduced or modified obligations regarding the provision of Third Party Components unless they are expressly described in the applicable Order Form, Exhibit or Supplement. If an agreement authorizing Ellucian to resell or sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Component(s) of the Cloud Services in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide to Client and Client's obligation to pay Ellucian for the applicable Cloud Services will, as applicable, automatically terminate upon the effective date of the termination, expiration,

or material modification and Ellucian will promptly refund to Client any applicable pre-paid fees for Cloud Services for the period after such termination. Notwithstanding the foregoing, Ellucian will provide Client with no less than one hundred eighty days' prior written notice of any such termination or expiration (or as much notice as is reasonably practicable under the circumstances) and will make commercially reasonable efforts to replace the affected Third Party Component with a substantially similar solution for the same cost.

7. DELIVERY.

7.1 Software Delivery. Except as otherwise provided in an Order Form, the Baseline Software will, within thirty (30) days of the Execution Date of an Order Form, be delivered to Client at the Delivery Address or will otherwise be made available to Client for electronic access. Ellucian's delivery obligations will be discharged on the Delivery Date.

7.2 Services Delivery. In performing any services under an Order Form executed pursuant to the terms of these Master Terms and Conditions, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

8. PAYMENT; TAXES; CURRENCY; SUSPENSION OF SERVICES.

8.1 Payment.

8.1.1 Fees. Fees are invoiced to Client as specified in the applicable Order Form. Ellucian will submit invoices for fees or other compensation for Services or expenses in reasonably sufficient detail. Unless otherwise provided in an Order Form, all fees (other than those subject to a Good Faith Dispute as defined in Section 8.5 below) are due within thirty (30) days from the date of invoice, provided that such invoice is complete and accurate in accordance with the terms herein. Ellucian will transmit the invoice to Client via email within one (1) business day of the invoice date to the email address specified in the applicable Order Form; provided however, that if the invoice is not sent within this time period, such delay shall not be a material breach by Ellucian and the invoice date may (at Client's election) be deemed to be the date on which Ellucian sends the applicable email.

8.1.2 Expenses. Ellucian will not charge Client for any expenses, including but not limited to; travel, meals, and lodging, unless otherwise specifically provided for in these Master Terms and Conditions, and upon Client's prior written approval of the expenses. Under such circumstances, Ellucian is authorized to incur the agreed-to expenses which will be payable by Client, but only to the extent permitted in Section 112.061, Florida Statutes. Ellucian is responsible for any expenses in excess of these prescribed amounts.

8.1.3 Late Charge. Ellucian has the right to charge an interest fee on any payment (other than a payment which is subject to a Good Faith Dispute) that is that is not paid within thirty (30) days of the date of any invoice submitted in accordance with Section 8.1.1 above. The interest fee will be calculated from the date the invoice was due until it was paid at the rate(s) established pursuant to Section 55.03(1), Florida Statutes, provided the interest fee is in excess of one dollar (\$1.00).

8.2 Taxes. Applicable tax amounts (if any) are not included in the fees set forth in an Order Form. As of the Execution Date, Client is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. Client shall provide an appropriate exemption certificate.

8.3 Currency. All amounts are stated in and are payable to Ellucian in United States Dollars (USD/\$).

8.4 Suspension of Services. If in any instance, Client fails to pay to Ellucian by the applicable invoice due dates and fails to cure such non-payment within thirty (30) days after Ellucian makes written demand for amounts

due for Professional Services, Cloud Software, Cloud Services, and/or Software Support Services (which written demand states clearly and conspicuously that the Services may be suspended if payment is not made within cure period), and payment of the amount in question is not the subject of a Good Faith Dispute as described in Section 8.5 (Fee Disputes) below, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying interest fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of or access to the Professional Services, Cloud Software, Cloud Services, and/or Software Support Services (as applicable). Ellucian will be liable for any and all damage caused by a suspension of the Services that does not comply with the process above, subject to the Limitation of Liability provisions set forth below. Provided that: (a) Ellucian has not previously suspended Services under this Section 8.4 during the immediately preceding twelve (12) month period; and (b) Ellucian has not terminated the Order Form under Section 13.1, then, in the event Client makes full payment of the delinquent invoice promptly following a suspension of Services under this Section 8.4, Ellucian shall consider in good faith the prompt reinstatement of Services.

8.5 Fee Disputes. A “Good Faith Dispute” means a good faith dispute by Client of certain amounts invoiced under this Agreement. A Good Faith Dispute will be deemed to exist only if (i) Client has given written notice of the dispute to Ellucian promptly after receiving the invoice and (ii) the notice explains Client’s position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed. Client shall have the right to withhold portions of invoices which are subject to a Good Faith Dispute; provided however, that the parties will otherwise continue to perform their obligations hereunder until the dispute is resolved or the sixty (60) day period described below has elapsed, whichever occurs first. In the event of such Good Faith Dispute regarding an invoice, or if Client claims that it has been inappropriately billed but has already paid the amount subject to a Good Faith Dispute, each party shall provide the other with all relevant documentation in an effort to resolve the matter as quickly as possible, with a goal of resolving all disputes associated with payments within sixty (60) days. If Client was billed improperly, Ellucian shall promptly issue a credit that applies to the next invoice or, if no further invoices are due, Ellucian will refund any such amount to Client. Ellucian shall not suspend performance of or access to the Services and/or Cloud Software based on Client’s failure to pay any amounts subject to a Good Faith Dispute during such sixty (60) day period or any extension which is mutually agreed to in writing by the parties (but may suspend thereafter).

9. **LIMITED WARRANTIES; DISCLAIMER OF WARRANTIES; ELECTION OF REMEDIES.**

9.1 Limited Software Warranty; Remedy for Breach. Except as otherwise expressly provided for in any Software Supplement, Ellucian warrants to Client that, for a period of twelve (12) months after its initial Delivery Date, each Baseline Software product licensed pursuant to an Order Form will operate without Defects. For each Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide Client with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 14, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies (except to the extent that a breach of this limited warranty also constitutes a breach of another provision of this Agreement, in which case Client may seek any and all remedies available for such other breach), and Ellucian’s sole obligations for breach of this limited warranty are contained in this Section 9.1. The limited warranty described in this Section 9.1 will be abrogated to the extent that: (i) the Baseline Software has been modified and the modification causes the suspected Defect or (ii) Client does not implement changes that Ellucian provides to correct the reported Defect within a reasonable period of time.

9.2 Limited Warranty for Professional Services, Cloud Services and Software Support Services; Remedy for Breach. Ellucian warrants to Client that: (a) all Professional Services, Cloud Services, and Software Support Services will be rendered in a professional and workmanlike manner using personnel having the requisite knowledge, skill, and experience to perform such services and that, at all times during the term of this Agreement, the Services will conform to the applicable Documentation; and (b) all Professional Services,

Cloud Services and Software Support Services and associated deliverables will be performed and provided in accordance with the applicable obligations and requirements assumed by Ellucian under, and with the applicable descriptions set forth in, the applicable Order Form and statement of work. If Client believes that any Professional Services, Cloud Services, or Software Support Services have not conformed to the foregoing warranty, Client must notify Ellucian of any such nonconformity within a period of sixty (60) days from Ellucian's performance of the services at issue. Client's submission of a trouble ticket or support request using Ellucian's trouble ticketing systems constitutes adequate "notice" for purposes of this Section 9.2. If, following such notice by Client, Client and Ellucian, acting reasonably and in good faith, jointly determine that Ellucian has breached the foregoing warranty, Ellucian will remedy the performance issue(s) at no additional charge to Client so that the applicable services are in conformance with the foregoing warranty; provided, however, that with respect to non-conformities in the Cloud Services, Ellucian will remedy the same in accordance with the applicable support and service level agreement requirements that are applicable to the Cloud Services. If, despite its reasonable efforts, Ellucian is unable to remedy the performance issue(s) as provided above, then, subject to the limitations set forth in Section 14, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies (except to the extent that a breach of this limited warranty also constitutes a breach of another provision of this Agreement, in which case Client may seek any and all remedies available for such other breach), and Ellucian's sole obligations for breach of this limited warranty are contained in this Section 9.2. The limited warranty described in this Section 9.2 will be abrogated to the extent that: (i) the Professional Services, Cloud Services and/or Software Support Services are not fully implemented by Client (through no fault of Ellucian) and the incomplete implementation causes the suspected Defect or (ii) Client does not implement changes that Ellucian provides to correct the reported Defect within a reasonable period of time.

9.3 Compliance with Laws. Ellucian represents that as of the date of the Agreement and throughout the term of the Agreement, Ellucian shall comply with all applicable legal requirements in connection with its performance of the Agreement.

9.4 State of Florida Public Entity Contracting Prohibitions. Ellucian represents that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. To the extent set forth in the foregoing statutes, Ellucian understands and accepts that this Agreement may be void, voidable or subject to immediate termination by Client.

9.5 Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SOFTWARE, PROFESSIONAL SERVICES, CLOUD SERVICES, AND/OR SOFTWARE SUPPORT SERVICES, IN WHOLE OR IN PART. ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE PARTIES AGREE THAT THE REMEDIES FOR BREACH OF THE LIMITED WARRANTIES PROVIDED IN SECTION 9 ARE ADEQUATE AND, ACCORDINGLY, CLIENT WAIVES ANY CLAIM THAT ANY SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. CONFIDENTIAL INFORMATION.

10.1 Definition. "Confidential Information" means non-public information that one party (the "Discloser") discloses to the other party (the "Recipient"). Confidential Information of Ellucian includes but is not limited to the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the source code of the Software and any software provided with the Software. Confidential Information of Client includes Client Data.

10.2 Nondisclosure Obligations. Except as otherwise permitted under these Master Terms and Conditions, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's

Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance, but in no event less than a reasonable standard of care. The non-disclosure and non-use obligations of these Master Terms and Conditions will remain in full force with respect to each item of Confidential Information for so long as it constitutes Confidential Information of the Discloser.

- 10.3 Exceptions. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without use of or reference to any Confidential Information of the Discloser.
- 10.4 Permitted Disclosures; Restrictions.
- 10.4.1 Employee and Third Party Disclosure. Without limiting Client's right to allow access pursuant to Section 2.4, Client may disclose Ellucian's Confidential Information only to: (i) Client's employees with a need to know and (ii) third parties (including but not limited to hosting providers, outsourcers, and other services providers) engaged by Client who have a need to know and who, prior to obtaining access to the Confidential Information, have been pre-approved by Ellucian (which consent will not be unreasonably withheld) and have executed a non-disclosure agreement approved by Ellucian.
- 10.4.2 Disclosure Pursuant to Applicable Law. If the Recipient is required to disclose any or all of the Discloser's Confidential Information pursuant to the requirements of applicable law (including without limitation pursuant to applicable public records disclosure laws), a judicial or governmental request, requirement or order or otherwise, the Recipient shall (i) provide Discloser with prompt notice thereof (so long as Discloser is permitted to do so); (ii) consult with Discloser on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of Discloser's Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with Discloser in any attempt that Discloser may make to obtain an order or other reliable assurance that confidential treatment shall be accorded. In this regard, the Recipient agrees to rely upon any and all intellectual property (including exceptions for trade secret and/or financially sensitive information) or other applicable exceptions or exemptions to the public records disclosure laws when seeking to protect the Discloser's Confidential Information from disclosure.
- 10.5 Privacy Laws. Ellucian acknowledges and understands that Client is required to protect certain Confidential Information from disclosure under applicable Data Protection Laws, including but not limited to the Gramm Leach Bliley Act ("GLBA"), the Family Educational Rights and Privacy Act ("FERPA"), laws governing personally identifiable information, the Florida the Health Insurance Portability and Accountability Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). If the Master Terms and Conditions involves Ellucian's access to education records, Ellucian is hereby designated a school official and will comply with all legal requirements applicable thereto. Further, if the Master Terms and Conditions involves Ellucian's access to, any protected health information, as that term is or may be defined by state or federal law, Client and Ellucian shall enter into a separate business-associate agreement that shall govern the use of the protected health information.
- 10.6 Confidential Information / Public Records Law. Client is subject to the public records laws of Florida, including records retention requirements. Ellucian shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Ellucian assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Ellucian and Ellucian shall bear all costs and fees related to the same. Client may unilaterally terminate these Master Terms and Conditions for Ellucian's refusal to allow public access to all public records that were made or received in

conjunction with these Master Terms and Conditions. This provision survives termination or expiration of these Master Terms and Conditions.

If Ellucian meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other requirements provided by law, Ellucian must comply with public records laws, and shall to the extent then applicable:

- (a) Keep and maintain public records required by Client to perform the service.
- (b) Upon request from the Client, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Master Terms and Conditions term and following completion of the Master Terms and Conditions if Ellucian does not transfer the records to the Client.
- (d) Upon completion of the Master Terms and Conditions, transfer, at no cost, to the Client all public records in possession of Ellucian or keep and maintain public records required by the Client to perform the Service. If Ellucian transfers all public records to the Client upon completion of these Master Terms and Conditions, Ellucian shall destroy any duplicate public records or confidential information that are exempt from public records disclosure requirements. If Ellucian keeps and maintains public records upon completion of these Master Terms and Conditions, Ellucian shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client’s custodian of public records, in a format that is compatible with the information technology systems of the Client.
- (e) IF ELLUCIAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ELLUCIAN’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT Client AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, ELLUCIAN ACKNOWLEDGES THAT CLIENT CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO ELLUCIAN WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. ELLUCIAN FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON CLIENT OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT ELLUCIAN IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. ELLUCIAN ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

- 11. USE OF CLIENT DATA.** Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, Client Data solely for the purposes of performing Ellucian’s obligations under the Master Terms and Conditions and complying with applicable law; (b) to use and otherwise process Client Data for Ellucian’s internal business purposes, including development, analysis and corrective purposes in connection with the Software and Services, and for otherwise improving and enhancing the Software and Services or Ellucian’s business, subject in all cases to Ellucian’s compliance with the confidentiality and data protection provisions of this Agreement; and (c) to use or otherwise process Aggregated Data for Ellucian’s business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. “Aggregated Data” means data derived from Client Data and data that has been combined into databases which may include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer including Client; and (iii) there is no reasonable basis to believe that a person with average amounts of computing power could reverse engineer such data to identify Client or any individual. Ellucian will maintain Aggregated Data in a secure manner and will not attempt to re-identify Aggregated Data to identify Client or any individual. Except as expressly provided in this Agreement or the applicable Order Form, Ellucian shall have no other rights in or to the Client Data.

12. **PERSONAL DATA.** To affect the purposes of an Order Form, Client may from time to time provide Ellucian with Client Personal Data (Client representing that it has the right to do so in each such instance). Ellucian confirms that for so long as it processes Client Personal Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the protection of Client Personal Data set forth in the Ellucian Data Protection Agreement available here:

<https://www.ellucian.com/assets/en/data-protection-agreement.pdf>

13. **INDEMNITY BY ELLUCIAN**

- 13.1 Indemnity Generally. Ellucian is responsible for its performance under these Master Terms and Conditions. Ellucian will indemnify and hold harmless, and defend, Client and its officers, directors, board of trustees, agents, assigns, and employees (the "Client Indemnified Parties") from and against any and all actions or claims, brought by a third party and associated liabilities, assertions of liability, losses, costs and expenses (including reasonable attorney's fees incurred by Ellucian in defending a covered claim or incurred by Client due to Ellucian's material failure to assume or delay in assuming the defense of a covered claim) (collectively, "Claims"), (a) for death, or bodily injury, or damage to tangible physical property, to the extent proximately caused by the negligent acts or omissions of Ellucian; or (b) to the extent caused by a violation of applicable law by Ellucian in connection with Ellucian's employment of, or independent contractor relationship with, any Ellucian Personnel for work performed pursuant to these Master Terms and Conditions. This provision survives termination or expiration of these Master Terms and Conditions. Ellucian's obligations under this provision do not extend to any liability to the extent caused by the negligence of Client or its officers, agents, or employees. Ellucian's obligation under this indemnification are expressly conditioned on the following: (i) Client must promptly notify Ellucian of any such Claim; (ii) Client must in writing grant Ellucian sole control of the defense of any such Claim and of all negotiations for its settlement or compromise (if Client chooses to represent its own interests in any such action, Client may do so at its own expense, but such representation must not prejudice Ellucian's right to control the defense of the Claim and negotiate its settlement or compromise); and (iii) Client must cooperate with Ellucian at Ellucian's expense in a manner that is reasonably acceptable to Client's counsel to facilitate the settlement or defense of the Claim. Ellucian shall not agree to a settlement for any Claim without Client's prior written consent, which shall not be unreasonably withheld or delayed.

- 13.2 Intellectual Property Indemnity by Ellucian. Ellucian shall indemnify, defend, and hold harmless Client and its officers, directors, board of trustees, agents, assigns, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, for any claim or lawsuit brought alleging infringement of any third party intellectual property right arising out of the rights granted by Ellucian to Client under the Agreement. This section shall not be subject to any limitations of liability provisions in the Agreement. This paragraph shall survive the expiration or early termination of the Agreement. Ellucian's obligations under this indemnification are expressly conditioned on the following: (i) Client must promptly notify Ellucian of any such claim (provided, however, that any delay in notification will not excuse Ellucian from its indemnification obligations unless such delay actually prejudices Ellucian's ability to defend the claim); (ii) Client must in writing grant Ellucian sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Client chooses to represent its own interests in any such action, Client may do so at its own expense, but such representation must not prejudice Ellucian's right to control the defense of the claim and negotiate its settlement or compromise), provided, however, Ellucian shall not agree to a settlement for any Intellectual Property claim without Client's prior written consent, which shall not be unreasonably withheld or delayed; (iii) Client must cooperate with Ellucian to facilitate the settlement or defense of the claim; and (iv) the claim must not arise from modifications or from the use or combination of products provided by Ellucian with items provided by Client or others unless such combination of products provided by Ellucian or otherwise are necessary for the normal and customary use of the Software or Services. If any Software is, or in Ellucian's opinion is likely to become, the subject of a United States copyright infringement claim, then Ellucian, at its sole option and expense, will either: (a) obtain for Client the right to continue using the Software under the terms of the applicable Order Form; (b) replace the Software with products that are substantially equivalent in function, or modify the Software so that it becomes non-infringing and substantially equivalent in function; or (c) terminate the applicable Order Form and, as applicable: (1) if the Software giving rise to the infringement claim is pursuant to a Term

License Order Form or a Cloud Software Order Form, Ellucian will refund to Client any term license fees or Cloud Software subscription fees (and in each instance, only those fees attributable to the Software giving rise to the infringement claim) that have been prepaid to Ellucian under the applicable Order Form for period(s) after the effective termination date; or (2) if the Software giving rise to the infringement claim is pursuant to a Perpetual License Order Form, Ellucian will refund to Client the portion of the license fee paid to Ellucian under the Order Form for the Software giving rise to the infringement claim, less a charge for use by Client based on straight line depreciation assuming a useful life of five (5) years, as well as any associated Software Support Services Fees that have been prepaid to Ellucian for period(s) after the effective termination date. THE FOREGOING IS ELLUCIAN'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

14. LIMITATIONS OF LIABILITY; EXCLUSION OF DAMAGES.

14.1 LIMITATIONS OF LIABILITY.

14.1.1 FOR SOFTWARE LICENSED PURSUANT TO A PERPETUAL LICENSE ORDER FORM, EACH PARTY'S CUMULATIVE LIABILITY WILL NOT EXCEED THE LICENSE FEE THAT CLIENT ACTUALLY PAID TO ELLUCIAN UNDER THAT ORDER FORM.

14.1.2 EACH PARTY'S CUMULATIVE LIABILITY IN CONNECTION WITH THE SOFTWARE SUPPORT SERVICES WILL NOT EXCEED THE SOFTWARE SUPPORT SERVICES FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN FOR THE CONTRACT YEAR DURING WHICH SUCH LIABILITY FIRST AROSE.

14.1.3 FOR ANY CLOUD SOFTWARE, CLOUD SERVICES OR SOFTWARE LICENSED PURSUANT TO A TERM LICENSE ORDER FORM, EACH PARTY'S CUMULATIVE LIABILITY WILL NOT EXCEED ONE MILLION DOLLARS (\$1,000,000).

14.1.4 EACH PARTY'S CUMULATIVE LIABILITY IN CONNECTION WITH THE PROFESSIONAL SERVICES WILL NOT EXCEED THE PROFESSIONAL SERVICES FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN UNDER THE ORDER FORM PURSUANT TO WHICH THE PROFESSIONAL SERVICES GIVING RISE TO THE LIABILITY WERE ACQUIRED. FOR RECURRING SERVICES OTHER THAN PROVIDED ABOVE IN SECTION 14.1.2 OR 14.1.3 THAT ARE PROVIDED ON A TERM-OF-YEARS BASIS, ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN THEREFOR FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE.

14.2 EXCLUSIONS. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ELLUCIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN SECTION 14 WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THESE MASTER TERMS AND CONDITIONS.

14.3 EXCEPTIONS. THE LIMITATIONS AND EXCLUSIONS IN SECTIONS 14.1 AND 14.2 SHALL NOT APPLY TO (A) ELLUCIAN'S INDEMNIFICATION OBLIGATIONS IN SECTION 13; (B) DAMAGES ARISING OUT OF CLIENT'S USE OF ELLUCIAN'S SOFTWARE IN BREACH OF THE LICENSING TERMS AND RESTRICTIONS CONTAINED IN THESE MASTER TERMS AND CONDITIONS OR ANY ORDER FORMS; (C) DAMAGES TO THE EXTENT CAUSED BY A BREACH OF THE CONFIDENTIALITY PROVISIONS IN SECTION 10; OR (D) DAMAGES THAT CANNOT BE LIMITED AS A MATTER OF LAW. NOTWITHSTANDING THE ABOVE, ELLUCIAN'S CUMULATIVE LIABILITY FOR A BREACH OF THE CONFIDENTIALITY PROVISIONS IN SECTION 10, AS WELL AS WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 13, SHALL (INSTEAD OF, AND NOT IN ADDITION TO, ANY OTHER LIABILITY CAPS IN THIS SECTION 14) NOT EXCEED TWO MILLION DOLLARS (\$2,000,000).

15. TERM AND TERMINATION.

- 15.1 Termination For Material Breach. A party has the right to terminate an Order Form or these Master Terms and Conditions if the other party is in material breach of the Master Terms and Conditions or an applicable Order Form. To terminate for material breach, the party seeking termination must first give the other party notice that describes the breach in reasonable detail (“Breach Notice”). From the date of its receipt of the Breach Notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party providing the Breach Notice. If the breach is not cured within that period, then the party providing the Breach Notice will then have the right to notify the other party that the Master Terms and Conditions or the applicable Order Form has been terminated (the “Termination Notice”), and the Master Terms and Conditions or the applicable Order Form will be deemed terminated as of the date specified in the Termination Notice provided that the date so specified shall not be earlier than thirty (30) days from the date of receipt of the Breach Notice. Termination of the Master Terms and Conditions shall terminate all Order Forms under the Master Terms and Conditions.
- 15.2 Annual Appropriation. The State of Florida and Client’s performance and obligation to pay under these Master Terms and Conditions is subject to and contingent upon sufficient appropriations by the Florida Legislature and the State of Florida Board of Governors or State of Florida Executive Branch allowance of Client to use such funds. In the event the above-described entities controlling such funding fail to appropriate funds or to allow Client to use such funds, and Client has determined, in the Client’s reasonable discretion, that there are insufficient funds available to cover the Client’s obligation under these Master Terms and Conditions, Client has the right to terminate these Master Terms and Conditions without damage, penalty, cost or further obligation, except as provided below. Client will give notice to Ellucian in writing of the non-availability of funds promptly after Client having knowledge thereof. Upon receipt of such written notice by Ellucian, Ellucian is entitled to payment only for those Services performed (including for the Cloud Software) for 30 days after the date of the notice or for such longer period if such longer period is provided in the written notice.
- 15.3 Expiration of Term License, Cloud Services or Cloud Software. With regard to the Software identified on a License Order Form, a Cloud Services Order Form, or a Cloud Software Order Form, unless terminated earlier in accordance with Section 15.1 or any other section of these Master Terms and Conditions, the term of Client’s license to use or access the Software or Cloud Services will begin and end on the dates provided for in the applicable Order Form. Upon expiration or termination of the applicable Order Form Term, Client shall immediately cease use of or access to the Software and/or Cloud Services.
- 15.3 Client Data Copy. With respect to termination or expiration of a Cloud Services Order Form or Cloud Software Order Form, if Client elects to receive a copy of the Client Data, Client will issue a written notice to Ellucian indicating Client’s request for such Client Data and the commercially reasonable format for such data. The written notice should be provided to Ellucian prior to the termination or expiration of the Term, but in no event shall Ellucian receive such notice later than ten (10) business days from the date of termination or expiration of the applicable Cloud Services Order Form or Cloud Software Order Form. Unless otherwise set forth in an applicable Order Form, failure to provide timely notice shall result in waiver of Client’s right to a copy of the Client Data, except to the extent prohibited by law. Upon receipt of the Client notice, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client Data then in Ellucian’s possession, in a commercially reasonable format. At the conclusion of Ellucian’s obligations pursuant to the Client notice, Client Data will be securely deleted by Ellucian in accordance with Ellucian’s then-current data security, retention, and disposal policies.
- 15.4 Effect of Termination/Expiration. Upon termination or expiration, as applicable, of a Perpetual License Order Form, Term License Order Form, Cloud Services Order Form, or Cloud Software Order Form by either party, Client will immediately discontinue all access and use of the Software licensed or services acquired pursuant to the Order Form which has been terminated and will promptly return to Ellucian or (at Ellucian’s request) destroy all copies of the Software, and will certify to Ellucian in writing, over the signature of a duly

authorized representative of Client, that it has done so. Further, upon a termination for Ellucian's uncured material breach and without limiting a party's right to seek additional damages hereunder, Client is liable only for payment of Services performed for Client prior to the date of termination.

- 15.5 Survival of Obligations; No Prejudice to Other Rights and Remedies. All obligations relating to non-use and non-disclosure of Confidential Information, indemnity, and any terms that expressly survive termination/expiration or reasonably should survive termination/expiration, will survive termination/expiration of an Order Form. Termination/expiration of an Order Form will be without prejudice to the terminating party's other rights and remedies pursuant to the Order Form and/or these Master Terms and Conditions.
16. **CHOICE OF LAW; SEVERABILITY.** These Master Terms and Conditions, including each Order Form, will be governed by and construed under the laws of the State of Florida, without reference to its choice of law provisions. Client is entitled to the benefits of sovereign immunity, including but not limited to, immunity from suit in federal court to the extent provided by law. Ellucian must comply with all laws, ordinances and regulations which are applicable to the provision of Software and Services hereunder. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods if otherwise applicable. If any provision of an Order Form is illegal or unenforceable, it will be deemed stricken from the Order Form and the remaining provisions of the Order Form will remain in full force and effect.
17. **ASSIGNMENT.** Neither party may assign any of its rights or obligations under these Master Terms and Conditions or an Order Form without the prior written consent of the other party, except that Ellucian may, without the prior written consent of Client, assign an Order Form or of any of Ellucian's rights under an Order Form: (i) to any subsidiary or affiliate of Ellucian; (ii) to Ellucian's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; or (iii) to any person or entity to which Ellucian transfers any of its rights in the Software; provided that the assignee (a) agrees in writing to assume and perform Ellucian's obligations under these Master Terms and Conditions and (b) has the financial and operational capability of performing such obligations in accordance with these Master Terms and Conditions (including without limitation, having appropriate licenses to conduct business in the State of Florida). Client may, without the prior written consent of Ellucian, assign its rights and obligations under these Master Terms and Conditions or an Order Form: (i) to an affiliated entity; (ii) to a successor by merger or consolidation; (iii) or to any person or entity that acquires all or substantially all of Client's assets, upon written notice to Ellucian; provided, however, that if the scope of use of the Software or Services increases beyond such scope of use in effect immediately prior to the assignment, Ellucian may re-assess and impose fees for the additional usage resulting from the assignment. For the avoidance of doubt, and without limitation, an "assignment" includes use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with, or of Client, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.
18. **SUBCONTRACTING.** Client understands and agrees that Ellucian may subcontract with Ellucian-affiliated companies and/or third parties to perform some or all of the responsibilities described in an Order Form, provided, however, that: (i) Ellucian will not be relieved of any duty, responsibility or liability under these Master Terms and Conditions or an Order Form by reason of any such subcontracting, and (ii) Ellucian will at all times remain responsible to Client for the performance of the responsibilities under these Master Terms and Conditions and each Order Form, and (iii) Ellucian will at all times remain responsible to Client for the acts and omissions of its subcontractors in connection with the performance of Services under these Master Terms and Conditions each Order Form. Further, Ellucian will fully notify any subcontractors of Ellucian's responsibilities pursuant to these Master Terms and Conditions by providing language in the Ellucian's subcontracts with subcontractors for work related to these Master Terms and Conditions. Ellucian is solely responsible for all payments to its subcontractors. Ellucian will require its subcontractors to provide proof of the required insurance coverage as well as proof of appropriate licenses before allowing the subcontractor to perform work related to these Master Terms and Conditions.

19. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties created by these Master Terms and Conditions and any Order Form is that of independent contractors and not partners, joint venturers, or agents.
20. **PUBLICITY.** Ellucian shall not use Client's name, logos, or trademarks, or any version, abbreviation, or representation of them, without the prior written consent of Client, for any purpose, including but not limited to, in any written press releases, advertisements and/or marketing materials, or fundraising, without the prior written consent of Client. Ellucian may also request to partner with Client on announcements or other publications, provided that Client may elect such request in Client's sole discretion.
21. **NO THIRD PARTY BENEFICIARY RIGHTS.** Except as otherwise provided in a Software Supplement, the parties do not intend to create in any other individual or entity the status of third party beneficiary, and neither these Master Terms and Conditions nor any Order Form will be construed to create such status.
22. **NOTICES.** All required notices (meaning, for example, notices of breach, termination, non-renewal, cancellation, payment disputes, and personnel issues) under these Master Terms and Conditions or an Order Form, other than notices in the ordinary course of business in connection with routine project matters, must be in writing and will be deemed given: (a) when delivered personally; (b) three (3) business days after being sent by registered or certified mail, return receipt requested; (c) two (2) business days after being transmitted by facsimile and provided that a confirmation copy is sent by first class mail; (d) the next business day after being sent by overnight courier for priority delivery within one business day (and otherwise upon delivery if not sent for priority delivery within one business day); or (e) the next business day after being sent by email provided that a confirmation copy is sent by other permitted notification means. Notices must be sent to a party at its address shown on these Master Terms and Conditions, or to such other place as the party may subsequently designate for its receipt of notices. With respect to any notice of material breach and/or termination of an Order Form, the parties agree that Client shall send all such notice(s) promptly to Ellucian's General Counsel at 4 Country View Road, Malvern, PA 19355, FAX number (610) 578-7457, or to such other place as Ellucian may subsequently designate for its receipt of notices.
23. **FORCE MAJEURE.** Except for Client's obligation to pay Ellucian fees due under an Order Form, neither party will be liable to the other for any failure or delay in performance under an Order Form due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties, and official, governmental, and judicial action not the fault of the party failing or delaying in performance. During a Force Majeure Event, the nonperforming party will use reasonable efforts to limit damages to the performing party and to resume its performance under these Master Terms and Conditions. Notwithstanding the foregoing, if a Force Majeure Event which materially prevents or delays performance continues for a period of sixty (60) days or longer, the party not prevented from performing may terminate the affected Order Forms upon written notice to the other party. The occurrence of a Force Majeure event does not excuse a party from complying with its disaster recovery obligations.
24. **NO WAIVER.** No right conferred on Client by these Master Terms and Conditions is deemed waived and no breach of these Master Terms and Conditions excused unless such waiver of right or excuse of breach is in writing and signed by Client or Ellucian (as applicable). Client's or Ellucian's waiver of a right or excuse of breach does not constitute a waiver or excuse of any other right or breach.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs contained herein are for reference purposes only and do not represent substantive terms and conditions of these Master Terms and Conditions.
26. **NO RELIANCE ON FUTURE VERSIONS OR PRODUCTS.** In executing any Order Form(s), Client represents to Ellucian that it has not relied on the availability of either any future version of any Software or any future software product.

27. **ENTIRE AGREEMENT.** Each Order Form which incorporates these Master Terms and Conditions constitutes the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Client in connection with an Order Form does not modify the Order Form. No modification of an Order Form will be effective unless it is in writing, is signed by each party, and expressly provides that it amends the Order Form. Notwithstanding anything to the contrary in these Master Terms and Conditions, in the event of a conflict between these Master Terms and Conditions and an Order Form, the terms of Order Form shall control.

28. **INSURANCE.** Ellucian shall secure, and shall require that subcontractors secure, pay the premiums for and keep in force until the expiration of these Master Terms and Conditions, and any renewal thereof, adequate insurance as provided below.

A. Commercial General Liability

1. Each Occurrence \$1,000,000
2. Personal & Advertising Injury \$1,000,000
3. General Aggregate \$2,000,000
4. Products-Completed Operations \$2,000,000

Policy must contain contractual liability coverage.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Professional Liability or Technical Errors & Omissions insurance, including Cyber Liability Coverage

1. Each Occurrence \$ 5,000,000
2. General Aggregate \$ 5,000,000

The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the Client thirty (30) days of advanced written notice of cancellation, expiration, or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of this Agreement.

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ORDER FORM

This Order Form (the “Order Form”) is made by and between **ELLUCIAN COMPANY L.P.** (“Ellucian”) and **THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA** (“Client”). This Order Form is subject to the terms and conditions of the Master Terms and Conditions executed contemporaneously with this Order Form (collectively, the “Agreement”).

Software Term. The period commencing on the Beginning Date and continuing until the Expiration Date (each as specified in this Order Form) is the “Initial Software Term.” Thereafter, the parties may agree to extend the Initial Software Term by agreeing in writing to renew or extend the Initial Software Term then in effect or by entering a new Order Form. The fees listed below will remain in effect for the Initial Software Term and no modification to these fees will be effective unless mutually agreed in writing and signed by both parties.

CLOUD SOFTWARE			
Description ^{1,2,3}	Beginning Date	Expiration Date	Fee
Banner SIS SaaS (includes Student & Financial Aid, Degree Planning, FM Need Analysis, Application for Admission functionality; Student Accounts Receivable; Unified End-User Experience across Desktop and Mobile via Single-Pane-of-Glass Solution; 2TB SaaS Data Lake with Embedded Reporting and Enhanced BI Capabilities; Extensibility Framework and Low-Code Tooling leveraging Ethos, Experience SDK, and Data Connect; Self-Service Data Administration & User Provisioning)	July 1, 2024	June 30, 2034	Included
Ellucian Intelligent Learning Platform (ILP) for D2L	July 1, 2024	June 30, 2034	Included
Ellucian Workflow Enterprise	July 1, 2024	June 30, 2034	Included
Ellucian Insights Enterprise Extensibility	July 1, 2024	June 30, 2034	Included
CampusCommunicator with CampusMetrics by CampusLogic	July 1, 2024	June 30, 2034	Included
ScholarshipUniverse with CampusMetrics for Community College by CampusLogic	July 1, 2024	June 30, 2034	Included
ISE Enterprise Schedule	July 1, 2024	June 30, 2034	Included
Ellucian On-Demand Training (ODT) – 50 Named Users	July 1, 2024	June 30, 2034	Included
Banner Document Management ⁴ includes: <ul style="list-style-type: none"> • Banner Document Management Integration Component; • ten (10) AppXtender Packages (50 concurrent users); • one (1) Test Package (1 server); • one (1) output Transformation Server; • one (1) AppXtender OCR Server; • one (1) AppXtender xPLORE Full Text – Client (5 concurrent users) • 1 - AppXtender xPLORE Full Text - Server 	July 1, 2024	June 30, 2034	Included
Ellucian CRM Advise	July 1, 2025 ⁵	June 30, 2034	Included

Ellucian CRM Named Users <ul style="list-style-type: none"> • 200 CRM Lite Named Users • 75 CRM Standard Named Users • 15 CRM Premium Named Users 	July 1, 2025 ⁵	June 30, 2034	Included
One (1) Ellucian CRM Advise Database Backup Support	July 1, 2025 ⁵	June 30, 2034	Included
Four (4) Blocks of bulk email sends for CRM Advise (each block = 250,000 email sends per Contract Year)	July 1, 2025 ⁵	June 30, 2034	Included
Ellucian Chatbot AI Functionality for CRM Advise	July 1, 2025 ⁵	June 30, 2034	Included
Ellucian Elevate CE/WFD Pro Plus (includes standard 4,000 prepaid registrations plus an additional 6,000 prepaid registrations)	July 1, 2025 ⁵	June 30, 2034	Included
Use your own merchant account with Elevate	July 1, 2025 ⁵	June 30, 2034	Included
Ellucian Payment Center w/ EMV (without Transaction Services)	July 1, 2025 ⁵	June 30, 2034	Included
TOTAL (for the first Contract Year)			\$1,185,655⁶
TOTAL (for the second Contract Year)			\$1,670,115
TOTAL (for the third Contract Year)			\$1,736,920
TOTAL (for the fourth Contract Year)			\$1,806,396
TOTAL (for the fifth Contract Year)			\$1,878,652
TOTAL (for the sixth Contract Year)			\$1,953,798
TOTAL (for the seventh Contract Year)			\$2,031,950
TOTAL (for the eighth Contract Year)			\$2,113,228
TOTAL (for the ninth Contract Year)			\$2,197,757
TOTAL (for the tenth Contract Year)			\$2,285,668

PROFESSIONAL SERVICES			
Description^{1,7}	Hours	Rate	Fee
Experience Setup and Configuration	Fixed Fee	Fixed Fee	\$3,100
Ellucian Experience Toolkit Workshop	Fixed Fee	Fixed Fee	\$8,640
Experience Content Strategy Workshops	Fixed Fee	Fixed Fee	\$16,200
Insights Premium ERP Implementation	Fixed Fee	Fixed Fee	\$11,880
Ellucian Workflow Workshop	Fixed Fee	Fixed Fee	\$26,775
Banner Accounts Receivable Consulting Services	784	\$205	\$160,720
Banner Student Consulting Services	619	\$205	\$126,895
Banner Student Implementation	2,020	\$205	\$414,100
Banner Data Migration Converter Toolkit	Fixed Fee	Fixed Fee	\$25,000
Banner Financial Aid Consulting Services	522	\$205	\$107,010
Banner Financial Aid Implementation	790	\$205	\$161,950
Reporting Consulting Services	1,125	\$205	\$230,625
Data Migration: Lead	336	\$205	\$68,880
Data Migration Additional Test Conversion Cycles	600	\$205	\$123,000
Banner Document Management Conversion Assessment	100	\$205	\$20,500
Banner Document Management Implementation	470	\$205	\$96,350
Ellucian CRM Advise Database Backup Support	Fixed Fee	Fixed Fee	\$5,000
Ellucian CRM Advise Essentials Implementation	316	\$223	\$70,468
Degree Works Cloud (SaaS) Essentials Implementation	248	\$205	\$50,840
Degree Works Scribing	316	\$130	\$41,080
Ellucian Elevate Pro-Plus (SaaS)	300	\$223	\$66,900

CampusCommunicator with CampusMetrics Implementation	Fixed Fee	Fixed Fee	\$5,500
ScholarshipUniverse Implementation	Fixed Fee	Fixed Fee	\$7,645
Business Intelligence Reporting Consulting	142	\$205	\$29,110
Ellucian Intelligent Learning Platform Services	Fixed Fee	Fixed Fee	\$2,500
Ellucian Ethos Integration Essentials	Fixed Fee	Fixed Fee	\$11,880
Ethos Connected Partner Support	30	\$223	\$6,690
Ethos User Provisioning Setup and Configuration	Fixed Fee	Fixed Fee	\$12,960
Banner Technical Architect Consulting Services	3,000	\$205	\$615,000
Identity Management Tactical Planning	Fixed Fee	Fixed Fee	\$22,680
Evisions FormFusion Template Development and Consulting	Fixed Fee	Fixed Fee	\$6,370
Ellucian Elevate TouchNet Services for Payment Processing	Fixed Fee	Fixed Fee	\$3,250
Ellucian Payment Center EMV Client (without TouchNet Merchant)	Fixed Fee	Fixed Fee	\$20,311
Enterprise Job Schedule - Student	Fixed Fee	Fixed Fee	\$4,500
Enterprise Job Schedule - Financial Aid	Fixed Fee	Fixed Fee	\$21,500
Enterprise Job Schedule - Accounts Receivable	Fixed Fee	Fixed Fee	\$5,000
Ellucian Change Management (12 Months)	Fixed Fee	Fixed Fee	\$404,500
Banner SaaS Pass	Fixed Fee	Fixed Fee	\$15,912
SaaS Extensibility Strategy Consulting	2,250	\$223	\$501,750
Ellucian Project Management Services	3,642	\$205	\$746,610
TOTAL PROFESSIONAL SERVICES FEES:			\$4,279,581

Notes:

- ¹ For a description of the product details and the terms of service, see www.ellucian.com/contracts-and-documentation.
- ² The term "Contract Year" means each period of twelve (12) consecutive months during the Software Term beginning on July 1.
- ³ Pricing in this Order Form allows for up to a tier threshold of 18,499 (the "Contracted FTE"). The annual fees shown in the Cloud Software Table do not include implementation/setup services.
- ⁴ The Software will be made accessible to Client on an Ellucian cloud-provided basis.
- ⁵ With respect to the Cloud Software licensed with a delayed Beginning Date, the relevant Beginning Date may be amended to an earlier Beginning Date upon agreement by the parties in writing. Ellucian will invoice Client the pro-rated subscription fee(s) due from Client for any such adjustment.
- ⁶ The fee shown reflects a Year 1 Credit totaling \$150,000 conditioned upon an Execution Date on or before June 26, 2024.
- ⁷ For a description of the services identified in this Order Form, see the Statement of Work which may be downloaded at the following URL: <https://ellucian.box.com/s/uu4epcehx9xwzeay7o6vg4kpk08vzw7w>

Invoicing. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- in eighteen (18) successive monthly installments (the first of which will be in the amount of \$35,614 and the remainder of which will each be in the amount of \$35,617) for all Professional Services to be performed on a fixed fee basis commencing on the Beginning Date;
- on an annual basis, in advance of each applicable Contract Year for Cloud Software fees (fees for the initial Contract Year will be invoiced on the Execution Date); and
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and materials basis as well as for reimbursable travel and living expenses and other applicable charges in accordance with the terms of the Agreement if Ellucian's performance of any Professional Services involves onsite delivery (unless the service rate(s) identified in the Order Form indicate that travel and living expenses are included).

Payment Terms. Client's payments under this Order Form are due as specified in the Agreement.

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Any fees due under the Order Form are in addition to and not in

lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

Ellucian

Client

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____
Printed

Name: _____
Printed

Title: _____

Title: _____

Date: _____

Date: _____

The later date of signature above is the "Execution Date" of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before June 26, 2024.

Client Accounts Payable Contact Information:

Client Cloud Software Provisioning Contact Information:

Name: _____

Name: _____

Address: _____

Title: _____

City, State, Zip: _____

Email: _____

Email Address: _____

Client Shortname: _____
(12 character maximum)

PO# (if applicable) _____

TABLE OF CONTENTS

TABLE OF CONTENTS	1
GENERAL/PROJECT MANAGEMENT SOW	2
STUDENT SOW	6
WORKFORCE/CE SOW	22
FINANCIAL AID SOW.....	27
EXPERIENCE SOW	37
REPORTING SOW.....	41
TECHNICAL SOW	49
CHANGE MANAGEMENT SOW.....	69

GENERAL/PROJECT MANAGEMENT SOW

Scope of Services and Functionality

This Statement of Work (“SOW”) is subject to the Master Terms and Conditions executed contemporaneously with the Order Form that this Statement of Work is attached to (“Agreement”) entered by and between Ellucian Company L.P. (“Ellucian”) and The District Board of Trustees of Broward College, Florida (“Client”). Capitalized terms not otherwise defined in this SOW have the meaning set forth in the Agreement. In the event of a conflict between the Agreement and this SOW the terms of the Agreement apply except where expressly indicated as being overridden herein.

Professional Services Pricing Assumptions

General

- The proposed scope of this project is based on a limited set of knowledge that we have about your institution today. To provide a formalized final quote, additional discovery sessions will be necessary and may affect the pricing as proposed with this document.
- Change Management services are included in this proposed, but Client is responsible for monitoring and managing staff expectations with regard to change management.
- The service fees listed are a good faith estimate based on the information available to Ellucian at the time of this response. Notwithstanding the foregoing, in no event will the service fees exceed 10% of the estimate unless there is a mutually agreed upon material change in scope.
- Pricing is based on delivery of all services performed remotely using video conferencing.

Timeline

- The timeline included is representative of a “typical” deployment but is intended only as a sample and does not represent a commitment of Ellucian resources. During the initial phases of project organizational calls, Ellucian and the Client will develop your project’s timeline.
- The timeline is dependent upon availability of key staff and subject matter experts from Client to participate in onboarding/training/consulting sessions, provide responsive feedback as needed, and meeting deadlines for project work as agreed upon by the Ellucian consultants, Ellucian project manager and Client’s project leader.
- Business area deployment to a production environment is based on business cycles to alleviate disruption to campus business processes.

Implementation

- It is assumed that Client project team members will review Ellucian’s On-Demand Training prior to scheduled engagements on the topic and business area as scheduled in the project provided such recommended training is set forth in the project timeline or otherwise identified by Ellucian in writing with reasonable advanced notice.
- Client is responsible for end user training and Client specific documentation.

Technical

- Integration consulting has been included as a part of this proposal. Ellucian and the Client will plan the use of this resources. This may include discovery and assessment of the Clients current integration inventory, but can also include training workshops, collaborative design/build activities, planning and road-mapping activities.
- The Ellucian integration resource will be assigned to the project at 50% (20 hours per week) in continuous weeks over a 24-month period or until the hours in the contract are exhausted, whichever comes first. The Functional resource will be assigned to the project at 50% (20 hours per week) in continuous weeks over a 6-month period or until the hours in the contract are exhausted, whichever comes first. These services will be delivered when the Client team is ready to develop/deliver the software extensibility projects.

- The Client is responsible for developing identified integrations. The Ellucian consultant will educate the Client team on SaaS Extensibility mechanics to enable the Client team to build and deliver them.
- Client is responsible for all 3rd-party software issues and will work directly with their 3rd party vendor to resolve any problems faced during the integration development except where (1) such issues are directly identifiable as issues with the Ellucian integration with such 3rd-party software and do not require additional API or custom software development, or (2) such 3rd-party vendor is an Ellucian Partner with a SaaS validated integration for our required use case..
- Client is responsible for providing the infrastructure (servers) with required hardware and software and opening the firewalls to be able to connect to Ellucian resources and other 3rd- party systems as needed.
- Ellucian Partners are responsible to integrate their solutions to Ellucian solutions unless specifically called out in the individual “Descriptions of Services.” Client will need to work with the Partner vendors to complete the integrations.
- Ellucian is proposing an assessment and planning session for identity provisioning and authentication. Based on the results of that session, Ellucian will propose the configuration requirements, solutions required, scope and pricing for Ellucian to perform the work.
- Ellucian will configure Ellucian applications to receive SAML authentications. Client is responsible for configuring OneLogin to enable seamless single sign-on.

Data Migration

- Client is responsible for all data validation, testing and accuracy of data converted under the terms of this project.
- Ellucian will provide 5 test migration runs prior to the final data load being made into the production instance of Banner. If Client would like additional data passes or the scope of the data migration changes from what is provided in the services estimated herein, the parties will negotiate a change order to determine any adjustments to scope, fees, and timeline.

Fixed Fee/Time & Materials Fees

- The prices that are proposed as a fixed fee price include support and training costs for that service. Implementation support includes preparation, follow-up, project administration, training, and consulting onsite or remotely.
- This proposal includes both fixed fee services and services based on time and materials. Time and materials services will be billed as incurred. Unless otherwise stated, fees do not include travel and living expenses. Travel, living, and related expenses must be pre-approved by Client and in accordance with the Agreement.

Project Management – Description of Services

Overview

Ellucian will provide Project Management services to Client using the Ellucian Edge Project Management Methodology.

High-level Tasks and Deliverables for Project Management

Engagement	High Level Tasks	Deliverables
Initiation	Ellucian will: <ul style="list-style-type: none"> • Set up a Project Site; • Introduce Project Leadership team; • Create Draft Integrated Project Schedule; • Conduct Ellucian-internal Edge Foundation meeting for the onboarding and assignment of Ellucian project team; • Compile Project Roster of the Client and Ellucian staff; and • Acclimate the Client to project site. 	<ul style="list-style-type: none"> • Project Site for Project Collaboration • Integrated Project Schedule (draft) • Initial site Project Roster • Draft Project Scope Statement • Meeting summaries

Engagement	High Level Tasks	Deliverables
Planning	Ellucian will: <ul style="list-style-type: none"> • Conduct Project Planning meetings; • Create project site Project Scope; • Finalize Integrated Project Schedule and create project site Project Schedule; • Create Project Budget Baseline; • Document initial Risks, Issues and Decisions in project site; • Ellucian advises Client in the creation of the project Steering Committee and the project Change Control Board; • Conduct Project Kickoff meeting; and • Complete Client Survey for Initiation & Planning. 	<ul style="list-style-type: none"> • Project Scope Statement for Project Site • Final approved Integrated Project Schedule • Project Schedule for project Site • Project Budget Reconciliation for Project Site • Project site Risk, Issues and Decision registers • Project site Change Request register • Meeting summaries • Client Survey
Execute	Ellucian will: <ul style="list-style-type: none"> • Conduct regular Project Status Update meetings; • Conduct monthly Executive Stakeholder meetings; • Conduct periodic Project Quality reviews; • Manage project tasks; • Manage Risks, Issues, and Decisions; and • Manage Scope. 	<ul style="list-style-type: none"> • Updates to site Project Status • Updates to the site Integrated Project Schedule • Updates to the project site Risk, Issues and Decision registers • Updates to the project site Change Request register • Meeting summaries
Transition & Close	Ellucian will: <ul style="list-style-type: none"> • Conduct Project Transition Planning Meeting; and • Complete Client Survey for Project Completion. 	<ul style="list-style-type: none"> • Meeting summaries • Client Survey

Service Assumptions

- The Ellucian Edge Project Management Methodology is delivered via five components: Initiation, Planning, Execution, Transition & Close and Monitor & Control.
- The Monitor & Control phase overlaps the first four phases to provide Project Governance.
- Ellucian may determine that a portion of the Ellucian application implementation and/or services for the project will be organized into a subproject. In that case a subset of the Edge PM Methodology's phases (Plan, Execute, and Transition & Close) will be executed to manage the subproject. The subproject may be managed as a separate project however project status rolls up to the main project. The Ellucian Project Director or Project Manager coordinates the integration of the main project and subproject(s).
- Ellucian and Client will use an Ellucian-provided Projects web site that is the home page for the project described by this Scope of Services. This site is the only source of project status for Ellucian and Client project staff, project managers, and executive stakeholders. It provides the following information and deliverables.
 - Project status dashboard. The status dashboard presents the status through:
 - Project Status at a glance
 - Project Health
 - Project Progress
 - Milestone Status
 - Upcoming Tasks
 - Upcoming Events
 - Registers for:
 - Change Requests
 - Risks

- Issues
- Decisions
- Project Schedule
- Project Calendar
- Project Roster
- Communications Plan
- Licensed Products
- Project Documents
- Project Management Assignment Plan (PMP)

Client Responsibilities

- Provide information to the Ellucian project team per the agreed project schedule that will contribute to project activities and development of project documents as described in this Scope of Services.
- Provide acceptance approval for project tasks and Change Requests (CR).
 - When Ellucian staff complete a task within the project site Task list, which may include preparing information that resides in the site or in separate documents and setting the task status to Completed, the Client will approve the task as having been completed (including all related information and documents) by changing the task's status to Verified.
 - Task completion will be determined per agreed sign-off criteria and Client acceptance period for approval.
 - Change Requests will be described in Change Request documents and will require signatures by approved Client and Ellucian individuals.
- Attend and participate in project status update meetings and project stakeholder meetings.
- Support and otherwise cooperate with Ellucian throughout all project activities, development of documents, and project outcomes.
- Provide timeline approval of project change requests prior to the start of the project change.

Out of Scope

Includes but is not limited to:

- All activities related to Organizational Change Management except for knowledge sharing services described in this Scope of Work; and
- Meeting summaries for any meetings that Ellucian does not lead or organize.

STUDENT SOW

Banner General and Student Implementation - Description of Services

Overview

Ellucian will deliver structured iterations of consultative support and Client engagement to facilitate the design, configuration, training, and simulation of Student and General Administrative business processes, along with the process-based conversion of data, leading to the deployment of the Banner Student and General modules.

High-level Tasks and Deliverables for Banner Student Ellucian Implementation

Engagement	High Level Tasks	Deliverables
Banner Student Client Kick-Off and Project Readiness	Ellucian will: <ul style="list-style-type: none"> • Provide an introduction of the implementation process; • Review implementation timeline and operational considerations; • Review concepts and functionality relative to the main topics as designed in the project scope; • Review project artifacts and collateral; • Discuss the implications of shared tables/pages and data standards relative to applicable, baseline component systems; • Facilitate discovery session related to Banner Student and General functionality and scope; • Update documentation to be used throughout the implementation; • Facilitate project coordination and data scrum meetings throughout the project; and • Data Migration Lead support hours. 	<ul style="list-style-type: none"> • Implementation Guide • Updated project site
Banner General Core Design	Ellucian will: <ul style="list-style-type: none"> • Introduce the Banner General Module, which contains data and processes that are shared by the other Banner modules; • Provide training on pages, tables, and processes involved in performing daily tasks in the Banner General Module; and • Provide comprehensive Design and Data Mapping for General Person and Shared data. 	<ul style="list-style-type: none"> • Populated Data Tables per Decision Workbooks • Data Migration Mapping Documents • Updated project site • Job Aids
Banner General Person Management	Ellucian will: <ul style="list-style-type: none"> • Provide configuration, training, and simulation on General Person Management; • Facilitate data review and crosswalks for data tracking for High Schools and Colleges; and • Go Live Support. 	<ul style="list-style-type: none"> • Populated General Person Workbook • Updated project site • Job Aids
Banner General Security Matrix Load	Ellucian will: <ul style="list-style-type: none"> • Provide training on the Security Matrix for Banner General; • Provide advisory support during the load of the Security Matrix; and • Load the Banner General Security Matrix 	<ul style="list-style-type: none"> • Banner General Security Matrix • Updated project site

Engagement	High Level Tasks	Deliverables
Banner General Converter Toolkit Installation	Ellucian will: <ul style="list-style-type: none"> • Deploy Data Migration Toolkit. 	<ul style="list-style-type: none"> • Converter Toolkit Installed
Banner General Data Conversion Round 1	Ellucian will: <ul style="list-style-type: none"> • Perform Remote Non-Production Conversion Cycle: <ul style="list-style-type: none"> ○ Initial Data Load: Ellucian will upload the Client provided legacy extract files into Banner using the Ellucian conversion tool for the data sets noted below; ○ Names; Addresses; Biographic Data (e.g., SSN, DOB); Telephone Numbers; Email Addresses; Emergency Contacts; Legacy/Alternate IDs; Medical Information; and International/Visa information; and ○ Ellucian will provide error reports for each converted data set and each load. • Provide data conversion support throughout the duration of the implementation, but not to exceed hours as allocated through Project Panning activities. 	<ul style="list-style-type: none"> • Conversion of General Person data from legacy system to Banner • Error Reports • Updated project site
Banner General Data Conversion Round 2	Ellucian will: <ul style="list-style-type: none"> • Perform Remote Non-Production Conversion Cycle: <ul style="list-style-type: none"> ○ Second Data Load: Ellucian will upload the Client provided legacy extract files into Banner using the Ellucian conversion tool for the data sets noted below; ○ Names; Addresses; Biographic Data (e.g., SSN, DOB); Telephone Numbers; Email Addresses; Emergency Contacts; Legacy/Alternate IDs; Medical Information; and International/Visa information; and ○ Ellucian will provide error reports for each converted data set and each load. 	<ul style="list-style-type: none"> • Conversion of General Person data from legacy system to Banner • Error Reports • Updated project site
Banner General Data Conversion Production	Ellucian will: <ul style="list-style-type: none"> • Perform Remote Production Conversion Cycle: <ul style="list-style-type: none"> ○ Ellucian will upload the final and corrected Client provided legacy extract files into Banner via the Ellucian conversion tools for the data sets noted below. Remote tasks will be performed by a blend of onshore and offshore resources; and ○ Ellucian will provide error reports for each converted data set and each load. 	<ul style="list-style-type: none"> • Conversion of General Person data from legacy system to Banner • Error Reports • Updated project site
Banner Student Core Implementation	Ellucian will: <ul style="list-style-type: none"> • Introduce the Banner Student Module; • Provide training on pages, tables, and processes involved in performing daily tasks in the Banner Student Module; • Provide comprehensive Design and Data Mapping for Student Catalog, Schedule, Institutional History, Transfer History, General Student and Degree data; and • Develop, facilitate, and consult on End-to-End 	<ul style="list-style-type: none"> • Populated Data Tables per Decision Workbooks • Data Migration Mapping Documents • Updated project site • Job Aids

Engagement	High Level Tasks	Deliverables
	Simulation of the entire Student system.	
Banner Student Curriculum Management	Ellucian will: <ul style="list-style-type: none"> • Provide advisory support for the design of Curriculum components; • Configure the Curriculum Management components; and • Provide training and simulation on Curriculum Management. 	<ul style="list-style-type: none"> • Populated Data Tables per Decision Workbooks • Updated project site • Job Aids
Banner Student Catalog Schedule Management	Ellucian will: <ul style="list-style-type: none"> • Configure the Catalog components; • Configure the Schedule components; • Provide training and simulation on Catalog and Schedule functionality; • Provide go-live support for Catalog; and • Provide go-live support for Schedule. 	<ul style="list-style-type: none"> • Populated Data Tables per Decision Workbooks • Updated project site • Job Aids
Banner Student General Student Management	Ellucian will: <ul style="list-style-type: none"> • Configure the General Student Components; • Provide training on the following topics: <ul style="list-style-type: none"> ○ Managing Student Records; ○ Using Mass Entry for General Student Records; ○ Managing General Student Self-Service; ○ Managing Athletic Compliance/Sports Records; and ○ Using Mass Entry for Athletic Compliance. • Provide Advisory Support during end-to-end simulation. 	<ul style="list-style-type: none"> • Populated Data Tables per Decision Workbooks • Updated project site • Job Aids
Banner Student Registration Management	Ellucian will: <ul style="list-style-type: none"> • Configure the Registration Management components; and • Provide training on the following topics: <ul style="list-style-type: none"> ○ Set Up Controls; ○ Managing Registration Overrides and Errors; ○ Managing Waitlists; ○ Managing Holds; ○ Performing Add/Drop; ○ Using Mass Entry for Registration; ○ Self-Service for Student Registration; and ○ Managing Enrollment Verification. • Provide advisory support during end-to-end simulation. 	<ul style="list-style-type: none"> • Populated Data Tables per Decision Workbooks • Updated project site • Job Aids

Engagement	High Level Tasks	Deliverables
Banner Student Records Management	Ellucian will: <ul style="list-style-type: none"> • Configure the Records Management components; and Provide training on the following topics: <ul style="list-style-type: none"> ○ Rolling Grades; ○ Student Term Course Maintenance; ○ Batch Roll Grades; ○ Managing Repeat and Equivalent Courses; ○ Calculate GPA; ○ Manage Academic Standing; ○ Managing Student Grades; ○ Managing Degree Information; ○ Maintaining Student Records and Status; ○ Working with Graduation Mass Entry; ○ Transcript Request; ○ Working with Grades in Self-Service; ○ Working with Student Advising Information; ○ Managing Transfer Articulation; ○ SSB Graduation Applications; ○ Handling Diploma Information; and ○ Working with Attendance Tracking. 	<ul style="list-style-type: none"> • Populated Data Tables per Decision Workbooks • Updated project site • Job Aids
Banner Student Admissions Management	Ellucian will: <ul style="list-style-type: none"> • Provide consulting support for processing admissions records from a 3rd party system into Banner Admissions; and • Provide comprehensive Design and Data Mapping for Admissions records. 	<ul style="list-style-type: none"> • Populated Data Tables per Decision Workbooks • Updated project site • Job Aids
Banner Student Security Matrix Load	Ellucian will: <ul style="list-style-type: none"> • Provide training on the Security Matrix for Banner General; • Provide advisory support during the load of the Security Matrix; and • Load the Banner General Security Matrix. 	<ul style="list-style-type: none"> • Banner General Security Matrix • Updated project site
Banner Student Data Conversion Round 1	Ellucian will: <ul style="list-style-type: none"> • Perform Remote Non-Production Conversion Cycle: <ul style="list-style-type: none"> ○ Initial Data Load: Ellucian will upload the Client provided legacy extract files into Banner using the Ellucian conversion tool for the data sets noted below; ○ Catalog and Schedule, Active Buildings and Rooms, Faculty; ○ Degrees Awarded and Curriculum and Institutional Academic History; ○ Prior College, Prior Highschool, Holds, Comments, Placement Scores, Transfer Academic History, and General Student records; and ○ Ellucian will provide error reports for each converted data set and each load. • Provide data conversion leadership support throughout the duration of the implementation, but not to exceed hours as allocated through Project Planning activities. 	<ul style="list-style-type: none"> • Conversion of Student data from legacy system to Banner • Error Reports • Updated project site

Engagement	High Level Tasks	Deliverables
Banner Student Data Conversion Round 2	Ellucian will: <ul style="list-style-type: none"> • Perform Remote Non-Production Conversion Cycle: <ul style="list-style-type: none"> ○ Second Data Load: Ellucian will upload the Client provided legacy extract files into Banner using the Ellucian conversion tool for the data sets noted below; ○ Catalog and Schedule, Active Buildings and Rooms, Curriculum, Institutional, Academic History; and Degrees Awarded; Overall Table conversions, Transfer Academic History, and General Student records; and ○ Ellucian will provide error reports for each converted data set and each load. 	<ul style="list-style-type: none"> • Conversion of Student data from legacy system to Banner • Error Reports • Updated project site
Banner Student Simulation and Testing	Ellucian will: <ul style="list-style-type: none"> • Provide an end-to-end overview of the configured system with client values; • Provide training on the core configuration; • Provide advisory support during the simulations for the core configuration; and • Facilitate a wholistic end-to-end test of all configured functionality including related modules: Student, Financial Aid, and Accounts Receivables. 	<ul style="list-style-type: none"> • Simulation and End-to-End Testing Document • Updated project site •
Banner Student Data Conversion Production	Ellucian will: <ul style="list-style-type: none"> • Perform Remote Production Conversion Cycle: <ul style="list-style-type: none"> ○ Ellucian will upload the final and corrected Client provided legacy extract files into Banner via the Ellucian conversion tools for the data sets noted below. Remote tasks will be performed by a blend of onshore and offshore resources; and ○ Ellucian will provide error reports for each converted data set and each load. 	<ul style="list-style-type: none"> • Conversion of Student data from legacy system to Banner • Error Reports • Updated project site
Banner Student Go-live Support	Ellucian will: <ul style="list-style-type: none"> • Provide advisory support upon Student Registration Go-Live. 	<ul style="list-style-type: none"> • Updated project site
Banner Student Post Go-live Support	Ellucian will: <ul style="list-style-type: none"> • Provide additional support post go-live. 	<ul style="list-style-type: none"> • Updated project site

Service Assumptions

- Banner Student data conversion consists of: Open Admissions Applications for the target go-live term or later; Catalog for target go-live term; Active Buildings and Classrooms; Faculty; General Student including academic curriculum for target go-live term with a term record for each term a student has enrollment data; Accounts Receivable data including balance forward and detail for the current calendar year of go-live; Open/Active Holds; Student Comments; Institutional Academic History; Institutional Degrees and Honors and Transcript Comments; Transfer Academic History; High School, Prior College, Prior degrees and Test scores(up to 10 years); Supplemental Loads of General Student (new since General Student production load); and Academic History Conversion runs at the conclusion of the Spring term and the Summer term.
- Banner General data conversion consists of: Names; Addresses; Biographic Data (e.g., SSN, DOB, Ethnicity); Telephone Numbers; Email Addresses; Emergency Contacts; Legacy/Alternate IDs; Medical Information; International/Visa information; and Person Comments.

Ellucian Enterprise Job Schedule by ISE for Banner Student – Description of Services

High Level Tasks and Deliverables for Ellucian Enterprise Job Schedule by ISE for Banner Student

Engagement	High Level Tasks from ISE	High Level Tasks from Ellucian	Deliverables
ISE Job Stream Support - Daily Student Processing	ISE will facilitate the automation of Job Streams that process: <ul style="list-style-type: none"> Student related jobs / processes. 	Ellucian will: <ul style="list-style-type: none"> Provide support for the creation of parameters and timing options for running Banner Student processes within the Job Schedule tool; and Assist in testing student processes within the Job Schedule tool. 	<ul style="list-style-type: none"> Student Processing Job Streams (30-80) Updated Project Site

Services Assumptions

- ISE's EnterpriseSCHEDULE is licensed and installed.
- For SAIG automation, TDclient is installed.
- ISE Professional Services and Ellucian Professional Services are scheduled together, timed 2-3 months before implementation LIVE target date.
- Additional jobs or Job Stream support can be requested on a separate order.

Out of Scope

- Includes but not limited to any services not described herein.

Banner Accounts Receivable Implementation - Description of Services

Overview

Ellucian will deliver structured iterations of consultative support and Client engagement to facilitate the design, configuration, training, and simulation of Accounts Receivable business processes, including the process-based conversion of data, leading to the deployment of the Banner Accounts Receivable module.

High-level Tasks and Deliverables for Banner Accounts Receivable Edge Implementation

Engagement	High Level Tasks	Deliverables
Banner Accounts Receivable Client Kick-Off and Project Readiness	Ellucian will: <ul style="list-style-type: none"> Provide an introduction of the implementation process; Review implementation timeline and operational considerations; Review concepts and functionality relative to the main topics as designed in the project scope; Review project artifacts and collateral; Discuss the implications of shared tables/pages and data standards relative to applicable, baseline component systems; Facilitate discovery session related to Banner 	<ul style="list-style-type: none"> Implementation Guide Updated project site

Engagement	High Level Tasks	Deliverables
	Accounts Receivable functionality and scope; <ul style="list-style-type: none"> • Update documentation to be used throughout the implementation; and • Facilitate project coordination and data scrum meetings throughout the project. 	
Banner Accounts Receivable Project Initiation and Core Configuration	Ellucian will: <ul style="list-style-type: none"> • Provide an overview of the Banner Accounts Receivable functionality; <ul style="list-style-type: none"> ○ AR Controls and Rules ○ AR Detail Codes ○ Fee Assessment ○ Exemptions/Waivers ○ Third Party Contract ○ Student Billing/Invoicing ○ Cashiering ○ Refunding ○ End of Day/Feed to Finance ○ Holds ○ Comments • Discuss the Preliminary Configuration Workbook and provide instructions for populating the workbook; • Populate Decision Workbooks with the recommended values based on the information provided in the Preliminary Configuration Workbook; • Load the data from the Decision Workbooks into Banner Accounts Receivable; and • Provide a high-level overview of the data mapping process and required information for the data conversion tasks. 	<ul style="list-style-type: none"> • Preliminary Configuration Workbook • Populated Data Tables per Decision Workbooks • Updated project site
Banner Accounts Receivable Project Initiation, Simulation and Testing	Ellucian will: <ul style="list-style-type: none"> • Provide an end-to-end overview of the configured system with client values; • Provide training on the core configuration; • Provide advisory support during the simulations for the core configuration; and • Facilitate a wholistic end-to-end test of all configured functionality including related modules: Student, Financial Aid and Finance. 	<ul style="list-style-type: none"> • Simulation and End-to-end Testing Document • Updated project site
Banner Accounts Receivable User Security Management	Ellucian will: <ul style="list-style-type: none"> • Provide training on the Security Matrix for Banner Accounts Receivable; • Provide advisory support during the load of the Security Matrix; and • Load the Banner Accounts Receivable Security Matrix. 	<ul style="list-style-type: none"> • Data Conversion Mapping Documents • Updated project site
Banner Accounts Receivable Data Conversion – Round 1	Ellucian will: <ul style="list-style-type: none"> • Provide support for round 1 of non-production data conversion; • Review the required configuration for Accounts Receivable Balances; • Support data mapping of transactions from legacy to Banner; • Execute first iterative load of records; • Provide training on the configuration and day-to-day processing related to transactional balances; and 	<ul style="list-style-type: none"> • Data Conversion Mapping Documents • Error Reports • Updated project Site

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> Provide advisory support during simulations. 	
Banner Accounts Receivable Data Conversion – Round 2	Ellucian will: <ul style="list-style-type: none"> Provide functional support through round 2 of data conversion in a non-production environment; Execute second iterative load of records; and Provide advisory support during simulations. 	<ul style="list-style-type: none"> Error Reports Updated project site
Banner Accounts Receivable Data Conversion – Production	Ellucian will: <ul style="list-style-type: none"> Provide functional support for the data conversion load to production; Execute final load of records; and Provide advisory support during go-live. 	<ul style="list-style-type: none"> Error Reports Updated project site
Banner Accounts Receivable Go-Live Support	Ellucian will: <ul style="list-style-type: none"> Provide advisory upon Accounts Receivable go live. 	<ul style="list-style-type: none"> Updated project site
Banner Accounts Receivable Post Go-Live Support	Ellucian will: <ul style="list-style-type: none"> Provide additional training and support on the following functionality post go-live: <ul style="list-style-type: none"> Refunding of credit balances; Student Billing and Collection; 3rd Party Contract Management; and 1098T Processing. 	<ul style="list-style-type: none"> Updated project site

Client Responsibilities

- Complete the Preliminary Configuration Workbook.

Ellucian Enterprise Job Schedule by ISE for Banner Accounts Receivable – Description of Services

High Level Tasks and Deliverables for Ellucian Enterprise Job Schedule by ISE for Banner Accounts Receivable

Engagement	High Level Tasks from ISE	High Level Tasks from Ellucian	Deliverables
ISE Job Stream Support - Daily Accounts Receivable Processing	ISE will facilitate the automation of Job Streams that process: <ul style="list-style-type: none"> Admissions or Finance related jobs that generate receivables 	Ellucian will: <ul style="list-style-type: none"> Provide support for the creation of parameters and timing options for running Banner Accounts Receivable processes within the Job Schedule tool; and Assist in testing accounts receivable processes within the Job Schedule tool. 	<ul style="list-style-type: none"> Accounts Receivable Processing Job Streams (30-60 jobs) Updated Project Site

Services Assumptions

- For SAIG automation, TDclient is installed.
- ISE Professional Services and Ellucian Professional Services are scheduled together, timed 2-3 months before implementation LIVE target date.

- Additional jobs or Job Stream support can be requested on a separate order.

Out of Scope

- Includes but not limited to any services not described herein.

Ellucian CRM Advise Essentials Implementation - Description of Services

Overview

Services to support the configuration of the Ellucian CRM Advise solution along with system education and advisory consulting to prepare Client for deployment.

High-level Tasks and Deliverables for Ellucian CRM Advise Essentials Implementation

Engagement	High Level Tasks	Deliverables
Early Engagement and Planning Workshop (EEPW)	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Identify goals, priorities, and desired outcomes related to student success and the use of CRM Advise; • Provide recommendations on the development of a coordinated, campus-wide approach to using Advise in support of the Client's student success goals; • Facilitate conversations to clearly delineate engagement and intervention strategies for target student populations; • Introduce referral and response roles within the campus community & Advise; • Assess the availability of relevant student support resources for referral; and • Document early alert and intervention strategies to execute through the use of Advise functionality. 	<ul style="list-style-type: none"> • EEPW Summary Report
Ellucian Banner ERP Integration	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Conduct planning calls and complete technical preparation work for integration with Ellucian Banner ERP; • Configure the Ellucian Banner ERP/Advise related integration components: • Installation/configuration of the Banner Advise API • Ellucian Messaging Service • Provide an integration overview of Ellucian Banner ERP and Advise integration components; • Facilitate training on initial data provisioning from 1 ERP environment into Advise based on delivered import maps; and • Support the setup of data synchronization schedules from 1 ERP environment based on delivered import maps. 	<ul style="list-style-type: none"> • One semester of student data
Ellucian Experience Technical Configuration	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Conduct planning calls; • Train on configuring required applications in Ethos; • Update configuration settings in CRM Advise; • Execute needed workflows in CRM Advise; • Enable appointment feature for customer's tenants; 	

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> • Enable Ellucian Experience CRM Advise Cards; • Enable Ellucian Experience Appointment Cards; • Train on configuring calendar integration through Outlook or Google; and • Train on configuring Zoom integration. 	
Degree Works	Ellucian will: <ul style="list-style-type: none"> • Facilitate training for Degree Works interface in CRM Advise; and • Configure of up to 2 Conditions using Degree Works/Student Planning data 	
LMS Import- D2L	Ellucian will: <ul style="list-style-type: none"> • Provide consultative support for the configuration and testing of LMS data import; and • Facilitate system education to introduce the process of importing LMS data from a flat file. 	<ul style="list-style-type: none"> • One set of LMS data
Discovery and Advise Training Workshop	Ellucian will: <ul style="list-style-type: none"> • Facilitate a Discovery Workshop focused on 1 intervention strategy, followed by initial training on CRM Advise. 	<ul style="list-style-type: none"> • Decision Workbook
System Configuration and Training	Ellucian will: <ul style="list-style-type: none"> • Provide consultative support for the initial configuration of CRM Advise, at the time of installation. • Client responsible for any changes to Ellucian delivered configuration or templates. • Support the initial integration; • Consists of defined, delivered Ellucian ERP to Advise field mappings; and • Consists of defined, delivered supported LMS to Advise field mappings. • Facilitate training on: <ul style="list-style-type: none"> ○ System Administration, Managing Users and Security Roles; ○ System Maintenance; ○ Navigation, People, and System Views; and ○ Managing Dashboards and Reporting. 	<ul style="list-style-type: none"> • One set of configurations delivered at time of installation
Initial Custom CRM Advise Import	Ellucian will: <ul style="list-style-type: none"> • Configure, test, and provide training around 1 custom data import based on single CSV delimited file. • Facilitate training on creation of a CRM entity; • Configure up to 10 fields; • Configure up to 1 custom security role; • Configure up to 1 data map; • Facilitate training on import functionality; and • Configure conditions, scoring rules, scoring plans, and alerts related to imported data. 	<ul style="list-style-type: none"> • Custom Data Import • Custom Data Map
Success Scores: Conditions, Scoring Rules, Scoring Plans	Ellucian will: <ul style="list-style-type: none"> • Configure 1 intervention strategy via a Success Score scoring plan in addition to the delivered Default Success Score. 	<ul style="list-style-type: none"> • One selected Success Scoring Plan
Course Scores: Conditions,	Ellucian will:	<ul style="list-style-type: none"> • Default Course Score Scoring Plan

Engagement	High Level Tasks	Deliverables
Scoring Rules, Scoring Plans	<ul style="list-style-type: none"> Deliver 1 default Course Score Scoring Plan 	
Alerts and Indicators: Conditions, Alert Rules, and Indicator Rules	<p>Ellucian will:</p> <ul style="list-style-type: none"> Configure up to 5 Automated Alert Rules; Configure up to 1 Automated Course Contextual Alert Rule; Configure up to 5 associated activities; Configure up to 1 Global Email Template; Configure up to 5 Automated Indicator Rules; Facilitate training on creating Automated Alert Rules; and Facilitate training on creating Automated Indicator Rules. 	<ul style="list-style-type: none"> Selected Alert Rules Selected Indicator Rules
Communication Plans	<p>Ellucian will:</p> <ul style="list-style-type: none"> Facilitate Training on Communication Plans; and Configure 1 Communication Plan that includes: <ul style="list-style-type: none"> 1 Communication list; Up to 5 Conditions; Up to 5 Communication Activities; and Up to 5 Email Templates 	<ul style="list-style-type: none"> One Communication Plan One Communication List Up to 5 associated activity templates
Email Service Consultation and Training	<p>Ellucian will:</p> <ul style="list-style-type: none"> Provide consulting and training for using supported email services with Advise: <ul style="list-style-type: none"> Defining field mappings; Retrieving emails; Adding emails to native Advise communications; and Reviewing email metrics. 	<ul style="list-style-type: none"> Training materials
Text Messaging	<p>Ellucian will:</p> <ul style="list-style-type: none"> Facilitate training on sending Text Messaging; and Creation of up to 2 Text Message Templates for use in Communication Plans or Alert Rules. 	<ul style="list-style-type: none"> Text Message Templates
Faculty Experience Cards	<p>Ellucian will:</p> <ul style="list-style-type: none"> Facilitate training on Faculty Constituent Experience; Support the configuration of up to 5 Faculty Experience Alert Rules; and Provide consultative support with the configuration of up to 1 associated alert activity; Configure automated follow-up email to Faculty; Support the configuration of up to 5 Ellucian Experience Staff Alert Rules that will generate an Alert or Case; and Provide consultative support with the configuration of up to 1 associated alert email confirmation. 	<ul style="list-style-type: none"> Faculty Alert Rules
Student Experience Cards	<p>Ellucian will:</p> <ul style="list-style-type: none"> Facilitate training on Advise Student Constituent Experience; Support the configuration of up to 5 Ellucian Experience Basic Needs Alert Rules that will generate an Alert or Case; and Train on additional configuration within Ellucian Experience to enable Basic Needs alerts. Support the configuration of up to 5 Student 	<ul style="list-style-type: none"> Student Alert Rules

Engagement	High Level Tasks	Deliverables
	<p>Experience Alert Rules that will generate an Alert or Case; and</p> <ul style="list-style-type: none"> • Provide consultative support with the configuration of up to 1 associated alert email confirmation. 	
Experience Appointment Scheduling	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Facilitate training on Appointment Functionality; • Set up to 5 appointment types with related reasons, outcomes, and categories. • Train on configuring business closures; • Train on setting up office hours / availability; • Train on turning on/off calendar syncing; • Create appointments from the perspective of administrator, advisor, and student; and • Review how to view appointments from the perspective of administrator, advisor, and student. 	
Case Management	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Facilitate training on Case Management Dashboard and Management of Cases; • Support the configuration of: • Extended Student Access; • Configure Up to 1 Routing Rule Set with up to 5 Rule items; • Configure Up to 5 Subjects; and • Configure Up to 5 Teams to manage Cases. 	<ul style="list-style-type: none"> • Routing Rule Set with Rule Items
Events	<p>Ellucian will support:</p> <ul style="list-style-type: none"> • Creation of up to 2 campus events; • Training on Events and Event Participant Records; • Creation of up to 2 Conditions from Event data 	<ul style="list-style-type: none"> • Configuration of Ellucian CRM Advise Events
Client Production Readiness	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Provide consultative support for Rollout Assistance; • Managing Institutional Readiness; • Preparing for Staff and Faculty Training; • User Acceptance Testing (UAT) Review; and • Post Rollout Assistance. 	
Implementation and Goal Review	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Provide remote Implementation Review to evaluate goals established during Early Engagement Workshop; and • Recommendations for continued rollout of solution. 	

Service Assumptions

- Training will be delivered in 2 formats:
 - Recorded, On-Demand Training content that will be consumed by the Client asynchronously as defined in the Implementation Guide; and
 - Remote consulting engagements with an assigned consultant. The remote consulting engagements will be scheduled to follow the Client's review of the recorded, on-demand training content and will serve to reinforce the lessons therein.
- Configuration of Ellucian Experience is a prerequisite for implementing CRM Advise Cards and Appointment Functionality;
- The delivery method of each service is assumed to be remote unless explicitly stated as onsite;
- The Ellucian Team Leader will serve as Client's primary point of contact; and
- All work associated with this project will be developed for latest releases.

Client Responsibilities

- Active Client participation in configuration training sessions required for successful Client build of additional content, constituencies, and ongoing success;
- Client use of Active Directory (AD) or Active Directory Federated Service is required;
- No major upgrades will be introduced into the environment during the implementation except as agreed during project planning activities;
- Client will provide Ellucian with access to appropriate software and functionality in compliance with Client's security and access policies and provide Ellucian access to their servers via a Virtual Private Network (VPN) connection that is supplied by SecureLink;
- Client responsible for installation of necessary Ellucian ERP updates;
- Non-Production ERP environment must be a recent refresh from production (at most 1 semester old.);
- Non-Production and Production environments meet certified version requirements of LMS.
- Non-Production Learning Management System (LMS) must be a recent refresh from Production (at most 1 semester old.)
- Client responsible for completing all ERP technical pre-requisites in timeframe defined in the Ellucian implementation guide unless otherwise stated in this herein.
- Publisher (BEP) installed and must meet all of the Banner version requirements for the installation of the Advise API prior to the first installation consulting engagement.
- If using ODS with Banner, Client must have run the Banner Database Extension Utility. Client must run the ODS pre-processor utility after the latest required Banner Student upgrade is complete and prior to the first installation consulting engagement.
- Client responsible for completing all LMS technical pre-requisites in timeframe defined in the Ellucian Implementation Guide unless otherwise stated herein.
- Client responsible for extracting data from the LMS as needed.

Out of Scope

- Training and enablement of new functionality is not delivered with Essentials components and will require additional service hours for enablement and training.
- Any customizations/additional configurations not included in the aforementioned SOW and are identified through the Essentials implementation will require additional scoping.
- These additional configurations cannot occur until completion of the 12-week Essentials Implementation and may incur additional charges.
- Delivery of configuration or templates beyond the scope described herein.
- Configuration of additional Intervention Strategies unless otherwise stated herein.
- Services to implement required technical prerequisite ERP updates, specifically:
- Consulting or training to support ERP duplicate detection, common matching, or push rules;
- Configuration or consulting services to support custom field integration;
- Automation of file import process or file conversion.
- Professional Services does not directly support SSL offloading, load balancing, or F5 configurations in all CRM service offerings. As such, we are unable to assist in the configuration or maintenance of such setups.

Degree Works Cloud Essentials Implementation - Description of Services

Overview

Ellucian will facilitate the implementation of Ellucian Degree Works application along with system education and provide deployment support to the Client.

High-level Tasks and Deliverables for Degree Works Cloud Essentials Implementation

Engagement	High Level Tasks	Deliverables
Project Kickoff	Ellucian will:	<ul style="list-style-type: none"> • Scribe Timeline

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> • Provide an overview of Degree Works and the Implementation; • Discuss Scribe Requirements; and • Document requirements to determine Scribe timeline. 	<ul style="list-style-type: none"> • Project Site Updates
Pre-Prod (Dev)Environment Setup	Ellucian will <ul style="list-style-type: none"> • Verify settings and run processes to populate data elements prior to the start of the implementation activities. 	<ul style="list-style-type: none"> • Pre-Production Degree Works environment
Scribe Base Catalog	Ellucian will: <ul style="list-style-type: none"> • Complete a comprehensive analysis of authenticated degree requirements; and • Scribe requirements to the non-production database for the 2022-2023 Undergraduate Catalog. 	<ul style="list-style-type: none"> • 1 set of degree requirements in non-production environment
Discovery	Ellucian will: <ul style="list-style-type: none"> • Review Degree Works features including web functionality; • Document implementation requirements, configurations, and service considerations; and • Develop client specific scribe standards, block, design, and block templates 	<ul style="list-style-type: none"> • Project Site Updates
System Administration and System Maintenance	Ellucian will: <ul style="list-style-type: none"> • Define the extract process and describe how this process relates to Banner configuration; • Configure staff ID files and extract staff data from Banner into Degree Works; • Extract sample data from the Banner into Degree Works; and • Train on system maintenance requirements including the description of log files. 	
Scribe Training	Ellucian will: <ul style="list-style-type: none"> • Teach the basics of scribe by reviewing rules, qualifiers, and block hierarchy; • Review standards for scribing; Provide training on Requisite Scribing and Sharing Rules; and • Provide consultative support to review scribe and results of testing. 	
Functional Training	Ellucian will: <ul style="list-style-type: none"> • Provide training on the following topics: <ul style="list-style-type: none"> ○ Configuration settings and table basics; ○ Transit; ○ UAT Methodology, Responsive Dashboard, and Testing of Web Audits; ○ Exception Processing; and ○ User Roles and Security; and ○ System Maintenance. 	
Web Design Discovery, Implementation and Training	Ellucian will: <ul style="list-style-type: none"> • Provide an overview of web design in Degree Works; • Gather web design requirements; • Implement web design based on Web Design Discovery; and • Train on maintaining web design. 	

Engagement	High Level Tasks	Deliverables
Course Program of Study (CPoS)	Ellucian will: <ul style="list-style-type: none"> Review Banner Course Program of Study and its Degree Works dependency; Configure Degree Works for CPoS; and Review CPoS warnings and errors. 	
Student Educational Planner Training	Ellucian will: <ul style="list-style-type: none"> Review the Degree Works Student Educational Planner (SEP), and configuration; Configure SEP system settings, tables, and permissions; and Provide advisory support on building Plans and Templates. 	
Transfer Equivalency Self Service Web Design and Training	Ellucian will: <ul style="list-style-type: none"> Facilitate an overview of Degree Works Transfer Equivalency Self-Service (DWTE); functionality; Configure Degree Works Transfer Equivalency Self-Service (DWTE); Review DWTE maintenance requirements; Gather Web Design requirements for DWTE; Implement web design based on web design requirements; and Train on how to maintain DWTE web design. 	
Consultant Facilitations	Ellucian will: <ul style="list-style-type: none"> Provide consultative sessions throughout the implementation to support testing, training, and configuration. 	
Production Environment Setup	Ellucian will <ul style="list-style-type: none"> Verify settings and run processes to populate data elements in production environment. 	
Production Readiness and Support	Ellucian will: <ul style="list-style-type: none"> Provide consultative Support for rollout assistance. 	
Ad-hoc consulting	Ellucian will <ul style="list-style-type: none"> Provide additional consulting services as needed 	

Service Assumptions

- The delivery method is remote facilitated by Zoom. All session participants are expected to have microphones and cameras turned on for all sessions.
- Deviation from the catalog year and/or number of scribe blocks estimated may require an adjustment to the number of scribe hours required.
- The scope of service includes either one catalog for the academic year or one catalog for a term for clients that publish the catalog by term.
- Scribing for pre-requisites, Financial Aid, Athletic Eligibility, and Service Opportunity College audits is not included in this scope of work. If the Client wishes these services to be included a separate scope of work and work order can be created.
- The Client's authenticated source documentation may include the published catalog/bulletin, and advisor audit worksheets. Scribe documentation will:
 - Be delivered in electronic format (e.g., Word document, PDF);
 - Use a clear, concise format to ensure scribing is complete and accurate; and
 - Contain course lists rather than narrative text.

Client Responsibilities

- Provide design requirements for web design;
- Provide appropriate campus resources as outlined in the Degree Works Campus Team Roles and Responsibilities document;
- Complete the functional review process in the timeline delineated in the project plan;
- Process any required business practice changes; and
- Test the Degree Works system for accuracy.

WORKFORCE/CE SOW

Ellucian Elevate Professional Plus Implementation – Description of Services

Overview

Ellucian will facilitate the Client project team through a sequence of planning, configuration, and training activities to support the configuration and deployment of Ellucian Elevate.

High-level Tasks and Deliverables for Ellucian Elevate Professional Plus Implementation

Engagement	High Level Tasks	Deliverables
Technical Services	Ellucian will: <ul style="list-style-type: none"> • Provide guidance and consulting on an Integration overview. 	
Pre-Implementation Demo & Discovery	Ellucian will: <ul style="list-style-type: none"> • Provide an outcomes-based functional demonstration of the Elevate Solution targeted at end-users: <ul style="list-style-type: none"> ○ Consultant Preparation; ○ Functional Demonstration; and ○ Review and Q&A. 	
Adoption Readiness Service	Ellucian will: <ul style="list-style-type: none"> • Facilitate interviews and focus group conversations with representatives from: <ul style="list-style-type: none"> ○ Information Technology; ○ Continuing Education; ○ Workforce Development; ○ Registrar; ○ Finance; and ○ Accounts Receivable. • Engage Client senior leaders and managers in discussions to define the strategic needs and expectations of the college; • Identify current state and gather information concerning the alignment of the Client's current people, policies, processes, methodologies, and technologies with the Client's strategic plan; • Record opportunities for creating efficiencies of operations by implementing recommended practices in the use of technology; and • Compose a Management Consulting Report. 	<ul style="list-style-type: none"> • Management Consulting Report
Non-Production Configuration and Integration	Ellucian will: <ul style="list-style-type: none"> • Provide Provisioning and integration of 1 Elevate non-production environment: <ul style="list-style-type: none"> ○ Configure Student Information System ("SIS") to prepare for Elevate integration; ○ Elevate reference data import; ○ Configuration of Elevate for integration and setting of integration parameters; and ○ SIS end to end integration and validation. 	<ul style="list-style-type: none"> • Elevate Non- Production Environment
Production Configuration and Integration	Ellucian will: <ul style="list-style-type: none"> • Provide Provisioning and integration of 1 Elevate production environment: 	<ul style="list-style-type: none"> • Elevate Production Environment

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> ○ Configure SIS to prepare for Elevate integration; ○ Elevate reference data import; ○ Configuration of Elevate for integration and setting of integration parameters; and ○ SIS end to end integration and validation. 	
Configuration Build	<p>Ellucian will:</p> <ul style="list-style-type: none"> ● Provide training and consulting on the following: <ul style="list-style-type: none"> ○ Functional configuration of the Elevate non-production environment; ○ TouchNet Integration Configuration and Validation; ○ Initial offering definition engagement; ○ Configuration of embedded web catalog; ○ Elevate Live Links; ○ Configuration of themes; and ○ Elevate user accounts and security. 	<ul style="list-style-type: none"> ● Configured Elevate Non-Production Environment ● Client User Accounts in Non- Production Environment
Creating and Managing Academic Offerings	<p>Ellucian will:</p> <ul style="list-style-type: none"> ● Provide training and consulting on the following: <ul style="list-style-type: none"> ○ Creating fees; ○ Creating courses and sections; ○ Adding class meeting patterns; ○ Adding registration services to courses; and ○ Managing duplicate records. 	<ul style="list-style-type: none"> ● Creating and Managing Academic Offerings Simulation Test Cases
Accounts Receivable	<p>Ellucian will:</p> <ul style="list-style-type: none"> ● Provide training and consulting on the following: <ul style="list-style-type: none"> ○ Accounts receivable overview; ○ Configuring accounts receivable reference data; ○ Managing transactions such as payments or refunds; ○ Payment Gateway configuration and validation; ○ Managing campaigns and discounts; ○ Configuring and exporting the GL export; and ○ Reconciling accounts receivable data. 	<ul style="list-style-type: none"> ● Accounts Receivable Simulation Test Cases
Registration Management	<p>Ellucian will:</p> <ul style="list-style-type: none"> ● Provide training and consulting on the following: <ul style="list-style-type: none"> ○ Configuring the Enroll and Pay service; ○ Configuring the Assisted Enrollment service; ○ Configuring the Pay Fees service; ○ Creating surveys; ○ Managing student records; ○ Accessing the student gateway; ○ Performing registration changes; ○ Entering attendance; ○ Entering assessments/grades; ○ Configuring and publishing certificates; and ○ Registration reports and dashboards. 	<ul style="list-style-type: none"> ● Registration Management Simulation Test Cases
Third-Party Registrations	<p>Ellucian will:</p> <ul style="list-style-type: none"> ● Provide training and consulting on the following: <ul style="list-style-type: none"> ○ Creating and maintaining organizations; ○ Configuring Enroll and Pay to be accessible for third- party registrations; ○ Enrolling students via third-parties; ○ Setting up funding details; 	<ul style="list-style-type: none"> ● Third-Party Registrations Simulation Test Cases

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> ○ Paying with purchase orders; ○ Managing invoices; and ○ Reviewing organization accounts. 	
End-to-End Simulation	Ellucian will: <ul style="list-style-type: none"> ● Provide test cases that lead the Client through the process of using Elevate from beginning to end. ● Offer advisory support as the Client assumes the responsible for incorporating Elevate into their business processes. 	
Ad hoc Reporting	Ellucian will: <ul style="list-style-type: none"> ● Provide Jaspersoft Server (ad hoc reporting) Training 	
Production Build	Ellucian will: <ul style="list-style-type: none"> ● Facilitate a transition to production with the use of the Production Checklist. 	<ul style="list-style-type: none"> ● Production Checklist
Adoption Assistance	Ellucian will: <ul style="list-style-type: none"> ● Provide Management consulting remote check-ins at key milestones following go live. 	
Deployment Support	Ellucian will: <ul style="list-style-type: none"> ● Provide Deployment Support; Integration Support and Functional Reinforcement Training. 	

Service Assumptions

- Program and courses built will be in support of the agreed-upon target production date.
- This service package assumes consumption of Ellucian ODT content as pre-requisites prior to engagements as outlined in the Elevate Implementation Guide.
- Client resources will be designated and participate in all scheduled engagements.
- New functionality will be delivered as disabled.
- Training and enablement of new functionality is not delivered with these services and will require additional service hours for enablement and training.
- Client go-live date will not be concurrent with SaaS Elevate upgrade dates.

Client Responsibilities

- Client will ensure participants have current log-in credentials to the Ellucian Hub and have knowledge on locating product documentation.
- Client will ensure participants have viewed the Elevate ODT content as defined as engagement pre-requisites, before the engagement begins.
- Client internal business processes must be defined and aligned as appropriate across the institution.
- Client will build courses, sections, and programs to support the defined go-live date.
- Client validates and executes user acceptance planning and testing in support of go-live readiness.
- Client will complete end-to-end simulation testing with the assistance of Ellucian.
- Client will complete simulations at the end of each sprint.
- Client is responsible for participation and coordination with the Ellucian Cloud Services Team and Payment Gateway Services Provider to allow for configuration and training of the payment gateway.
- Client will refrain from enabling Single Sign-On (SSO) capability (if available) in the non-production environment(s) at all times during the implementation project. Client may contact Ellucian after go-live to enable this functionality.

Out of Scope

Includes but is not limited to:

- Client customizations during and after implementation;
- Building of web sites, pages, or web design to support course/schedule search and the integration with Elevate registration service;

- Any customizations or localizations to the software including, but not limited to, user interface, language, or payment gateway, other than those delivered with the software;
- Provisioning, configuration, training, or support for any future functionality or any functionality not included in the licensed edition of Elevate;
- Provisioning or Configuration of federated software such as Active Directory, or Federated Services;
- Federation of 3rd party software as part of the Federation Services unless specified;
- Single set of login credentials utilized between Elevate and any authentication services;
- Configuration of network (including DNS or Firewall);
- Ellucian resource to support building any program and courses in anticipation and support of the defined go live date, unless custom scoped at an additional cost;
- Multi-entity considerations;
- Training, consulting, support, and building of courses to support community or continuing education outside the scope defined herein;
- Delivery, consulting services, or training related to items listed on Elevate roadmap;
- Integration with all systems or platforms external to Ellucian Elevate not specifically identified in this Scope of Work, including, but not limited to LMS, ERP or SIS platforms, payment gateways, or learning management systems;
- Reports or reporting support beyond the standard delivered Elevate reports, unless provided as an add-on service;
- Assistance or support for merchants, processors, or payment gateways not identified as supported by Ellucian;
- Support of Financial Aid disbursement;
- Support of Finance system extract unrelated to Banner;
- Support of credit granting courses in Elevate;
- Student or third-party billing options;
- Access to additional non-production environments used for testing and simulation during the project beyond the production handover event, unless provided as an add-on service;
- Validation of Client designed simulation cases; and
- Automated student payment plans.

Ellucian Elevate TouchNet Services for Payment Processing – Description of Services

Overview

TouchNet Payment Gateway services are included with Ellucian Elevate Professional Plus package and will provide provisioning, configuration, testing and training services. The Ellucian Project Manager will connect the Client with TouchNet. TouchNet will deliver all TouchNet associated services.

High-level Tasks and Deliverables for TouchNet Payment Gateway Implementation

Engagement	High Level Tasks	Deliverables
Defined Engagement and Project Management	<ul style="list-style-type: none"> • TouchNet implementation lead will work with Client's project leaders and Ellucian to review and tailor the Elevate project plan to illustrate key tasks associated with the TouchNet implementation. • TouchNet implementation lead will coordinate provisioning, configuration, training and go-live activities with the Client. 	<ul style="list-style-type: none"> • Data Gathering Guide
Provisioning and Configuration Services	<ul style="list-style-type: none"> • The TouchNet Payment Center software will be loaded in the TouchNet Data Center. • Remote configuration, integration, and training will be scheduled with the Client. 	

	<ul style="list-style-type: none"> • TouchNet will work with the Client's key stakeholders and resources to remotely adjust standard project plans to accommodate resource availability and constraints. 	
System Testing	<ul style="list-style-type: none"> • TouchNet will perform remote System Integration Testing after the TouchNet Component Suite is provisioned and configured to allow integration with Ellucian Elevate. • TouchNet's testing is not considered to be exhaustive as subsequent testing should be conducted by the Client to ensure adherence with applicable Client business rules and to gain familiarity with the new Payment Center. 	
Training	<ul style="list-style-type: none"> • TouchNet provides training for Payment Center leveraging the Client's non-production environment via Live Meeting. These sessions are a mix of hands- on training and a review of PowerPoint materials. 	
User Verification Testing	<ul style="list-style-type: none"> • It is the responsibility of the Client to ensure adequate resources and time are allocated to perform User Verification Testing of the new Payment Center. • New business processes and functions are introduced as a part of the implementation of Payment Center, and it is recommended highly that the Client takes the time during User Verification Testing to validate and refine some of those new processes. 	

FINANCIAL AID SOW

Banner Financial Aid Implementation - Description of Services

Overview

Ellucian will deliver structured iterations of consultative support and Client engagement to facilitate the design, configuration, training, and simulation of Financial Aid business processes, including the process-based conversion of data, leading to the deployment of the Banner Financial Aid module.

High-level Tasks and Deliverables for Banner Financial Aid Ellucian Edge Implementation

Engagement	High Level Tasks	Deliverables
Banner Financial Aid Client Kick-Off and Project Readiness	<p>Ellucian will:</p> <ul style="list-style-type: none"> Provide an introduction of the implementation process. Review implementation timeline and operational considerations; Review concepts and functionality relative to the main topics as designed in the project scope; Review project artifacts and collateral; Discuss the implications of shared tables/pages and data standards relative to applicable, baseline component systems; Facilitate discovery session related to Banner Financial Aid functionality and scope; and Update documentation to be used throughout the implementation. 	<ul style="list-style-type: none"> Implementation Guide Updated project site
Banner Financial Aid ISIR, Requirements Tracking, Communication, Population Selection	<p>Ellucian will:</p> <ul style="list-style-type: none"> Design and configure Institutional Student Information Records (“ISIR”), Requirements Tracking, Communication, Population Selection processes; Provide training on the ISIR Loading, Requirements Tracking, Communication, Population Selection processes; and Provide advisory support during simulations of configured ISIR, Requirements Tracking, Communication, and Population Selections. 	<ul style="list-style-type: none"> Configuration of ISIR, Requirements Tracking, Communication, Population Selection Job Aids Updated project site
Banner Financial Aid Funds, Period Budgeting, CPoS, Packaging & Disbursement	<p>Ellucian will:</p> <ul style="list-style-type: none"> Design and configure Funds, Period Budgeting, Packaging & Disbursement; Provide training on Funds, Period Budgeting, Packaging & Disbursement; and Provide advisory support during simulations of configured Funds, Period Budgeting, Packaging & Disbursement Processes. 	<ul style="list-style-type: none"> Configuration of Funds, Period Budgeting, Packaging & Disbursement. Job Aids Updated project site
Banner Financial Aid Data Mapping	<p>Ellucian will:</p> <ul style="list-style-type: none"> Facilitate data mapping of Financial Aid data jointly supported by functional and technical subject matter experts. 	<ul style="list-style-type: none"> Data Conversion Mapping Documents Updated project site
Banner Financial Aid Data Conversion – Round 1	<p>Ellucian will:</p> <ul style="list-style-type: none"> Execute first iterative load of Financial Aid data; and Provide support during the validation of the 	<ul style="list-style-type: none"> Financial Aid Data Populated in Non-Production Instance Error Reports

Engagement	High Level Tasks	Deliverables
	converted data.	<ul style="list-style-type: none"> Updated project site
Banner Financial Aid Data Conversion – Round 2	Ellucian will: <ul style="list-style-type: none"> Execute first iterative load of Financial Aid data; and Provide support during the validation of the converted data. 	<ul style="list-style-type: none"> Financial Aid Data Populated in Non-Production Instance Error Reports Updated project site
Banner Financial Aid Data Conversion – Production Ready Conversion	Ellucian will: <ul style="list-style-type: none"> Execute first iterative load of Financial Aid data; and Provide support during the validation of the converted data. 	<ul style="list-style-type: none"> Financial Aid Data Populated in Non-Production Instance Error Reports Updated project site
Banner Financial Aid Custom Programming Advisory Services	Ellucian will: <ul style="list-style-type: none"> Provide rule specifications to Technical consultant based on discussions with Client; Provide programming support for: <ul style="list-style-type: none"> Fund Awarding Rules; Fund Disbursement Rules; Packaging Group Rules; Period Budget Group and Period Budget Algorithmic Rules; Satisfactory Academic Progress Rules; and Algorithmic General Rules. Provide Advisory Support for Rule adjustments after go-live testing. 	<ul style="list-style-type: none"> Rule Specification Workbook Updated project site
Banner Financial Aid COD, Electronic Loans, Title IV Authorization and Transfer Monitoring	Ellucian will: <ul style="list-style-type: none"> Design and configure COD and Electronic Loans processing; Provide training on COD, Electronic Loans, Title IV Authorization and Transfer Monitoring; and Provide advisory support during simulations of configured COD, Electronic Loans Processes, Title IV Authorization and Transfer Monitoring. 	<ul style="list-style-type: none"> Configuration of COD, Electronic Loans, Title IV Authorization and Transfer Monitoring. Job Aids Banner COD User Guide Updated project site
Banner Financial Aid Student Employment	Ellucian will: <ul style="list-style-type: none"> Design and configure the Student Employment rules; Provide training on Student Employment processing; and Provide advisory support during simulations of configured Student Employment Processes. 	<ul style="list-style-type: none"> Configuration of Student Employment Job Aids Updated project site
Banner Financial Aid R2T4 Processing and Financial Aid Self-Service	Ellucian will: <ul style="list-style-type: none"> Design and configure R2T4 Processing and Financial Aid Self-Service; Provide training on R2T4 Processing and Financial Aid Self Service; and Provide advisory support during simulations of configured R2T4 Processes and Financial Aid Self Service. 	<ul style="list-style-type: none"> Configuration of Return to Title IV Process Job Aids Updated project site
Banner Financial Aid Satisfactory Academic Progress (SAP)	Ellucian will: <ul style="list-style-type: none"> Design and configure Satisfactory Academic Progress (SAP); and Provide training on Satisfactory Academic Progress (SAP); and Provide advisory support during simulations of 	<ul style="list-style-type: none"> Configuration of Satisfactory Academic Process and Financial Aid Security Matrix. Job Aids Updated project site

Engagement	High Level Tasks	Deliverables
	configured Satisfactory Academic Progress (SAP) Processes.	
Banner Financial Aid Security Matrix Load	Ellucian will: <ul style="list-style-type: none"> • Provide training on the Security Matrix for Banner Financial Aid; • Provide advisory support during the load of the Security Matrix; and • Technical Support to load the Banner Financial Aid Security Matrix. 	<ul style="list-style-type: none"> • Banner Financial Aid Security Matrix • Updated project site
Banner Financial Aid New Year Roll in Non-Production Instance	Ellucian will: <ul style="list-style-type: none"> • Facilitate configuration for New Year Roll within Non-Production instance: <ul style="list-style-type: none"> ○ Provide training on the new year roll process. • Review of New Year Banner Financial Aid functionality and applicable regulatory releases. 	<ul style="list-style-type: none"> • New Year Roll Checklist • Updated project site
Banner Financial Aid Go-live Testing in Non-Production Instance	Ellucian will: <ul style="list-style-type: none"> • Provide support for testing of the financial aid processes within the non-production instance after the New Year Roll processes are completed for the upcoming financial aid award year. 	<ul style="list-style-type: none"> • Test Plans • Updated project site
Banner Financial Aid New Year Roll in Production	Ellucian will: <ul style="list-style-type: none"> • Provide remote Advisory Support for New Year Roll within the Production database. 	<ul style="list-style-type: none"> • Updated project site
Banner Financial Aid Deployment Support	Ellucian will: <ul style="list-style-type: none"> • Provide advisory support for financial aid processes for the go-live year. 	<ul style="list-style-type: none"> • Updated project site
Banner Financial Aid Advisory Consulting for End-to-End Simulations	Ellucian will: <ul style="list-style-type: none"> • Provide advisory support during end-to-end testing of configured Financial Aid processes; and • Test Course in Program functionality. 	<ul style="list-style-type: none"> • Updated project site

Service Assumptions

- Data conversion consists of: One-Time Tracking Documents; FA Award History; FA Satisfactory Academic Progress History (SAP); FA specific comments;
- Does not include optional services:
 - Financial Aid Technical Training;
 - Financial Aid Self Service Web Questions and Web Text;
 - Development of ad hoc reports;
 - Modifications to baseline reports, forms, web pages;
 - Customized interfaces to Banner Financial Aid;
 - Services related to business process and/or Banner feature set of functionalities not otherwise addressed specifically in the Description of Services above; and
 - Conversion of data not listed in the assumptions above.

Campus Logic – CampusCommunicator with Insights Implementation – Description of Services

Overview

Ellucian will meet with key staff and decision makers to discuss current institutional practices, procedures, policies, and business processes. Ellucian will then use this information and higher education industry recommended practices to identify potential improvements.

High-level Tasks and Deliverables for Campus Logic – CampusCommunicator Onboarding

Engagement	High Level Tasks	Deliverables
CampusCommunicator Kick- Off Call	Ellucian will: <ul style="list-style-type: none"> Schedule a kick-off call to introduce the team, review the Project Plan/Scope of Work and provide a high-level overview of implementation, integrations, Single Sign-On; and Review implementation meetings and key school staff that should attend each meeting. 	<ul style="list-style-type: none"> Project Timeline Implementation Sequence
CampusCommunicator Design Call	Ellucian will: <ul style="list-style-type: none"> Provide mockup options for school to use; Define design elements needed to complete project; and Provide Design Asset Form as checklist to provide all needed items 	<ul style="list-style-type: none"> Design Asset Form
CampusCommunicator Data Requirements Call	Ellucian will: <ul style="list-style-type: none"> Ask questions to understand the full scope of the school's data to be imported into design; Introduce Mapper that will outline needed logic and codes to be implemented into design; and Discuss process and file specifications needed to import into the design. 	<ul style="list-style-type: none"> Data Mapper Document Data File Requirements
CampusCommunicator CL Connect Baseline Configuration	Ellucian will: <ul style="list-style-type: none"> Provide information and instruction on hosting and implementing CL Connect, which facilitates the secure transfer of data between CampusCommunicator and the school's internal systems; and This step may occur concurrently with the Technical or Discovery meetings. 	<ul style="list-style-type: none"> Training
CampusCommunicator SSO & SPF/DNS Update Complete	Ellucian will: <ul style="list-style-type: none"> Provide information and instruction on establishing Single-Sign-On (SSO) for CampusCommunicator; This step may occur concurrently with other onboarding meetings; Confirm SSO configuration is complete and tested; and Confirm SPS/DNS update is complete. 	<ul style="list-style-type: none"> Training
CampusCommunicator Prepare for Development Call	Ellucian will: <ul style="list-style-type: none"> Review user roles and categories to determine access; Review final design; and Finalize all required documentation. 	<ul style="list-style-type: none"> Final Design and Data Review

Engagement	High Level Tasks	Deliverables
CampusCommunicator Hands on Training	Ellucian will: <ul style="list-style-type: none"> • Train on best practices for testing; • Review and test files; and • Review user import screen to determine how files are imported as well how to download documents. 	<ul style="list-style-type: none"> • Training
CampusCommunicator Feedback	Ellucian will: <ul style="list-style-type: none"> • Explain process for feedback to make any additional changes or updates; and • Submit all updates. 	<ul style="list-style-type: none"> • Feedback Collection Form
CampusCommunicator Go Live Call	Ellucian will: <ul style="list-style-type: none"> • Review settings; and • Recommend best practices for sending to students. 	<ul style="list-style-type: none"> • Production Ready
CampusCommunicator Complete CL Connect Testing	Ellucian will: <ul style="list-style-type: none"> • Confirm CL Connect is set up correctly and working as expected. 	<ul style="list-style-type: none"> • Integration Validation

Service Assumptions

- Per the high-level tasks and deliverables defined within the table.

Client Responsibilities

- Define team members responsible for different phases of onboarding (Core Team, SSO Team, Integrations Team);
- Attend the Technical Discussion regarding configuring and importing data from the school's SIS;
- IT person responsible for building the data file must be present for the Technical Discussion;
- Use the information from the CL Connect discussion to setup the server where CL Connect will be hosted;
- Work with the CampusLogic IT Team to confirm the configuration of CL Connect for SIS Data Imports;
- Use the information provided during the SSO meeting to set up SSO for CampusCommunicator;
- Prepare and import data by collecting required information;
- Import all files into Sandbox;
- Troubleshoot issues within the import files;
- Coordinate with campus partners to promote CampusCommunicator on various websites and communication channels on campus;
- Ask any product, technical, or implementation-related questions;
- Review settings and update communications;
- Design and implement User Management Plan;
- Provide design assets including images, logos, and content;
- Provide feedback and approve design;
- Extract data required for design;
- Provide sample data file for school testing;
- Submit all required documents;
- Plan and document process changes based on a new digital and automated process;
- Review all scenarios and provide and feedback or changes on communication template;
- Gain hands-on experience for both student and school administrator process;
- Implement rollout plan to students;
- Confirm with the Ellucian team that all setup is complete and working as expected.

Out of Scope

Includes but not limited to any services not described herein.

Campus Logic – ScholarshipUniverse with Insights Implementation – Description of Services

Overview

Ellucian will meet with key staff and decision makers to discuss current institutional practices, procedures, policies, and business processes. Ellucian will then use this information and higher education industry recommended practices to identify potential improvements. This service is divided into 2 segments: Onboarding and Awarding.

High-level Tasks and Deliverables for Campus Logic – ScholarshipUniverse Onboarding

Engagement	High Level Tasks	Deliverables
ScholarshipUniverse Kick-Off Call	Ellucian will: <ul style="list-style-type: none"> Schedule a kick-off call to introduce the team, review the Project Plan/Scope of Work and provide a high-level overview of implementation, integrations, Single Sign-On; and Review implementation meetings and key school staff that should attend each meeting. 	<ul style="list-style-type: none"> Project Timeline Implementation Sequence
ScholarshipUniverse Discovery Discussion	Ellucian will: <ul style="list-style-type: none"> Ask questions to understand the full scope of the school's scholarship process; and Provide the school with a list of pre-defined scholarship discovery questions before the Discovery Discussion. 	<ul style="list-style-type: none"> Discovery Review
ScholarshipUniverse Technical Discussion	Ellucian will: <ul style="list-style-type: none"> Provide best practices for configuring, managing, and importing student data from the school's SIS; and Establish a consistent meeting timeframe to keep the project on track to go-live. 	<ul style="list-style-type: none"> Training
ScholarshipUniverse CL Connect Baseline Configuration	Ellucian will: <ul style="list-style-type: none"> Provide information and instruction on hosting and implementing CL Connect, which facilitates the secure transfer of data between ScholarshipUniverse and the school's internal systems; and This step may occur concurrently with the Technical or Discovery meetings. 	<ul style="list-style-type: none"> Training
ScholarshipUniverse SSO & SPF/DNS Update Complete	Ellucian will: <ul style="list-style-type: none"> Provide information and instruction on establishing Single-Sign-On (SSO) for ScholarshipUniverse; This step may occur concurrently with other onboarding meetings; Confirm SSO configuration is complete and tested; and Confirm SPS/DNS update is complete. 	<ul style="list-style-type: none"> Training
ScholarshipUniverse External Scholarships	Ellucian will: <ul style="list-style-type: none"> Review the requirements to open the external scholarship database to students; and Review Majors/Program import to ensure the viability of import into SU. 	<ul style="list-style-type: none"> Training
ScholarshipUniverse	Ellucian will:	<ul style="list-style-type: none"> Training

Engagement	High Level Tasks	Deliverables
Settings Configuration	<ul style="list-style-type: none"> Review all settings within this section; Give best practices for setting up this section; Review import requirements within this section; and Review import files to ensure all requirements are met. 	
ScholarshipUniverse Plan Configuration	<p>Ellucian will:</p> <ul style="list-style-type: none"> Review all settings within this section; Give best practices for setting up this section; Review import requirements within this section; and Review import files to ensure all requirements are met. 	<ul style="list-style-type: none"> Training
ScholarshipUniverse Settings & Imports in Sandbox	<p>Ellucian will:</p> <ul style="list-style-type: none"> Review the configuration of imports of all scholarship data (scholarships, fund codes, donors, etc.); and Help troubleshoot issues within the import files. 	<ul style="list-style-type: none"> Planning Workbook
ScholarshipUniverse Complete Production Transfer	<p>Ellucian will:</p> <ul style="list-style-type: none"> Review all data in the Sandbox; Offer recommendations for successful data imports; and Train school staff on how to re-import the data into Production. 	<ul style="list-style-type: none"> Import Validation
ScholarshipUniverse Establish Communication and Rollout Plan	<p>Ellucian will:</p> <ul style="list-style-type: none"> Provide the school with a Rollout Kit to assist with rolling ScholarshipUniverse out to departments and promoting the solution to students. 	<ul style="list-style-type: none"> Rollout Kit
ScholarshipUniverse Complete Planning Workbook and Scholarship Matching	<p>Ellucian will:</p> <ul style="list-style-type: none"> Review how to utilize global questions and map SIS data fields to questions; and Review how to plan matching criteria for scholarships. 	<ul style="list-style-type: none"> Updated Planning Workbook
ScholarshipUniverse Complete SIS Data/Answer Mapping	<p>Ellucian will:</p> <ul style="list-style-type: none"> Review the planning workbook and provide recommended changes if needed. 	<ul style="list-style-type: none"> Recommendations for data file
ScholarshipUniverse Customer Testing	<p>Ellucian will:</p> <ul style="list-style-type: none"> Will answer questions and provide recommendations based on the school's feedback in testing. 	<ul style="list-style-type: none"> Recommendations
ScholarshipUniverse Complete CL Connect Testing	<p>Ellucian will:</p> <ul style="list-style-type: none"> Confirm CL Connect is set up correctly and working as expected. 	<ul style="list-style-type: none"> Production Ready
ScholarshipUniverse Go Live with Internal Scholarships	<p>Ellucian will:</p> <ul style="list-style-type: none"> Be available for questions and confirm scholarships were opened successfully so students can begin submitting applications. 	<ul style="list-style-type: none"> Integration Validation

High-level Tasks and Deliverables for Campus Logic – ScholarshipUniverse Awarding

Engagement	High Level Tasks	Deliverables
ScholarshipUniverse Review & Awarding Phase Kick-off	Ellucian will: <ul style="list-style-type: none"> Discuss timelines and provide a high-level overview of Reviewing and Awarding in ScholarshipUniverse; and Provide the school with articles and a video series for additional information regarding reviewing and awarding scholarships in ScholarshipUniverse (i.e., Score Cards, Committees, Creating Review Pools, Reviewing Applications, etc.). 	<ul style="list-style-type: none"> Updated Project Site
ScholarshipUniverse Establish Review Process	Ellucian will: <ul style="list-style-type: none"> Identify the review process and guide school staff on setting up and completing scholarship reviews. 	<ul style="list-style-type: none"> Updated Project Site
ScholarshipUniverse Establish Awarding Process	Ellucian will: <ul style="list-style-type: none"> Identify the Awarding process, timelines and provide training on how to complete Awarding in ScholarshipUniverse; and Provide schools with articles and a video series for additional information regarding reviewing scholarships in ScholarshipUniverse (i.e., Award Flow, SmartRank, Review & Approve Thank You Letters, etc.). 	<ul style="list-style-type: none"> Updated Project Site
ScholarshipUniverse Go Live - Review and Awarding	Ellucian will: <ul style="list-style-type: none"> Be available for questions the school has regarding reviewing and awarding funds in ScholarshipUniverse; and Check-in with the school to ensure that reviewing and awarding scholarships in ScholarshipUniverse is progressing. 	<ul style="list-style-type: none"> Updated Project Site
CL Connect Events Configuration	Ellucian will: <ul style="list-style-type: none"> Provide information and instruction on events configuration for Awarding information; and This step occurs after Reviewing and Awarding processes have been confirmed. 	<ul style="list-style-type: none"> Updated Project Site
ScholarshipUniverse Scholarships Closed & Rolled Over	Ellucian will: <ul style="list-style-type: none"> Check-in on the completion of the school's first scholarship cycle and answer any questions; Provide guidance on changes for the next cycle; and Provide information on how rollover scholarships and go live for the second scholarship cycle. 	<ul style="list-style-type: none"> Updated Project Site

Service Assumptions

- Per the high-level tasks and deliverables defined within the table.

Client Responsibilities

- Define team members responsible for different phases of onboarding (Core Team, Scholarship Matching Team, SSO Team, Integrations Team);
- Provide CampusLogic with detailed information regarding their scholarship process;
- Attend the Technical Discussion regarding configuring and importing data from the school's SIS;

- IT person responsible for building the data file must be present for the Technical Discussion;
- Use the information from the CL Connect discussion to setup the server where CL Connect will be hosted;
- Work with the CampusLogic IT Team to confirm the configuration of CL Connect for SIS Data Imports;
- Use the information provided during the SSO meeting to set up SSO for ScholarshipUniverse;
- Prepare Majors/Programs Import and import into SU;
- Build a student communication plan introducing SU and letting students know it is available for external scholarships;
- Setup applicable items within this section;
- Prepare and import data by collecting required information;
- Setup applicable items within this section;
- Prepare and import data by collecting required information;
- Import all files into Sandbox;
- Troubleshoot issues within the import files;
- Modify import files based on recommendations from the CampusLogic team and re- import data files into Production;
- Coordinate with campus partners to promote ScholarshipUniverse on various websites and communication channels on campus;
- Complete the Planning Workbook (based on CampusLogic recommendations) to assist with mapping and question utilization in ScholarshipUniverse;
- Import matching criteria from Planning Workbook (used as the import file);
- Configure their SIS field mapping in ScholarshipUniverse;
- Test various actions in Sandbox (i.e., matching to scholarships and applying for scholarships);
- Confirm with the CampusLogic team that all setup is complete and working as expected;
- Publish their scholarships and confirm they are open for students to apply for according to the cycle dates of each scholarship;
- Recap the timeline for the Reviewing and Awarding phase and confirm with CampusLogic when they would like to start training on this phase;
- Establish the review process to be used;
- Prepare and maintain the established review process;
- Plan the Awarding timeline and strategy;
- Prepare and maintain the established awarding process;
- Complete reviewing and awarding funds in ScholarshipUniverse;
- Work with the CampusLogic IT Team to confirm the configuration of CL Connect for Event Notifications for Awarding information; and
- Note processing changes to be made for the next scholarship cycle (i.e., scholarship matching, applications, timelines, etc.) and implement those modifications.

Out of Scope

Includes but not limited to any services not described herein.

Ellucian Enterprise Job Schedule by ISE for Banner Financial Aid – Description of Services

High Level Tasks and Deliverables for Ellucian Enterprise Job Schedule by ISE for Banner Financial Aid

Engagement	High Level Tasks from ISE	High Level Tasks from Ellucian	Deliverables
ISE Job Stream Support - Financial Aid ISIR	ISE will facilitate the automation of Job Streams that process:	Ellucian will: <ul style="list-style-type: none"> • Provide support for the creation of parameters 	<ul style="list-style-type: none"> • Financial Aid ISIR Processing Job Streams (80-260)

Engagement	High Level Tasks from ISE	High Level Tasks from Ellucian	Deliverables
Processing	<ul style="list-style-type: none"> • ISIR Data Load • ISIR Corrections • Student Tracking 	and timing options for running Banner Financial Aid processes within the Job Schedule tool; and <ul style="list-style-type: none"> • Assist in testing financial aid processes within the Job Schedule tool. 	jobs) <ul style="list-style-type: none"> • Updated Project Site
ISE Job Stream Support - Financial Aid Grant and Loan Management Processing	ISE will facilitate the automation of Job Streams that process: <ul style="list-style-type: none"> • Grant and Loan processing such as Pell 	Ellucian will: <ul style="list-style-type: none"> • Provide support for the creation of parameters and timing options for running Banner Financial Aid processes within the Job Schedule tool; and • Assist in testing financial aid processes within the Job Schedule tool. 	<ul style="list-style-type: none"> • Financial Aid Grant and Loan Management Processing Job Streams (25-150 jobs) • Updated Project Site
ISE Job Stream Support - Financial Aid Student Support Processing	ISE will facilitate the automation of Job Streams that process: <ul style="list-style-type: none"> • Award packaging • Student email notification • Student letter notification 	Ellucian will: <ul style="list-style-type: none"> • Provide support for the creation of parameters and timing options for running Banner Financial Aid processes within the Job Schedule tool; and • Assist in testing financial aid processes within the Job Schedule tool. 	<ul style="list-style-type: none"> • Financial Aid Student Support Processing Job Streams (25-100 jobs) • Updated Project Site
ISE Job Stream Support - Automating Student Aid Internet Gateway (SAIG) exchange	ISE will facilitate the automation of Job Streams that process: <ul style="list-style-type: none"> • Downloads of Federal ISIR batch data, COD Direct Loan or Grant Services (including Federal Pell Grant), Student Reporting, Monitoring and Aid History using TDclient. 	Ellucian will: <ul style="list-style-type: none"> • Provide support for the creation of parameters and timing options for running Banner Financial Aid processes within the Job Schedule tool; and • Assist in testing financial aid processes within the Job Schedule tool. 	<ul style="list-style-type: none"> • Automating Student Aid Internet Gateway (SAIG) exchange Job Streams (10-60 jobs) • Updated Project Site

Services Assumptions

- ISE's EnterpriseSCHEDULE is licensed and installed.
- For SAIG automation, TDclient is installed.
- ISE Professional Services and Ellucian Professional Services are scheduled together, timed 2-3 months before implementation LIVE target date.
- Additional jobs or Job Stream support can be requested on a separate order.

Out of Scope

Includes but not limited to any services not described herein.

EXPERIENCE SOW

Ellucian Experience Platform Setup and Configuration – Description of Services

Overview

This service provides setup and configuration for the out-of-the-box Experience Platform capability suite using your current Ellucian Banner environment as the foundation.

High-level Tasks and Deliverables for – Ellucian Experience Platform Setup and Configuration

Engagement	High-Level Tasks	Deliverables
Ellucian Experience Platform Setup and Configuration	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Provide consulting to configure single sign-on with the Client's single sign-on provider which includes: <ul style="list-style-type: none"> ○ Validate Ethos integration and functional mappings in 1 non- production and 1 production environment; ○ Configure SAML SSO (via ADFS, Shibboleth or Ethos Identity); ○ Gather details on which SAML assertions will define the roles to be used in Ellucian Experience; ○ Set up Ellucian Experience application in Ethos integration; ○ Configure delivered content connectivity; ○ Support required data access loads and troubleshooting; and ○ Adjust permissions as required. 	<ul style="list-style-type: none"> • Validation report • Single sign-on configured • Confirmation of successful Experience sign-in • Configuration worksheet • 1 provisioned non-production Ellucian Experience site • 1 provisioned production Ellucian Experience site

Service Assumptions

- Prior to engagement, Ellucian will verify with the Client that the necessary components for the functionality to be discussed are installed and functioning and verify that the Client participants have access to the proper elements of the Client non-production environment.

Client Responsibilities

- Work with Ellucian to determine service expectations and timeline;
- Circulate Ellucian materials in advance of the service;
- Complete engagement prerequisites by the deadlines provided;
 - Prerequisites may include extracting and delivering data from your system, verifying, and updating the Ellucian software components to the minimum required versions in a non- production environment, or ensuring access to all participants;
 - Engagements will be postponed, and the project will be at risk if all pre-work is not completed by the deadlines provided;
 - Delays may result in additional costs;
- Configure identity provider for single sign-on (SSO) prior to engagement;
- Perform ongoing content changes and updates;
- Develop custom cards, pages, and integrations;
- Provide required access to the Ethos Integration and Ellucian Experience components;
- Provide current state identity environment documentation; and
- Provide input on desired state or goals of identity environment.

Out of Scope

- Configuring SSO with a provider besides ADFS, Shibboleth or Ethos Identity;

- Configuration or setup of additional integrated licensed products;
- Data access loading or troubleshooting;
- Shared Technology Platform (STP);
- Customizations which may be required to provide parity with current portal-like systems;
- Performing content management and intranet functions including document storage and collaboration; and
- Performing content migration from existing portal system to Ellucian Experience.

Experience Toolkit Workshop - Description of Services

Overview

Ellucian will deliver a hands-on Workshop to help the Client understand the Ellucian Experience Dashboard and the effort involved in building Experience cards and pages with the Experience setup. The Workshop will use the Client's Ethos Integration environment and Experience Dashboard. All hands-on activities performed during the Workshop are conducted in a familiar environment and any updates made to the environment are available after the Workshop ends.

High-level Tasks and Descriptions for Experience Toolkit Workshop

Engagement	High Level Tasks	Deliverables
Planning	Ellucian will: <ul style="list-style-type: none"> • Conduct project initiation meeting, Workshop service preparation, and preparation for Workshop; • Verify necessary components for Ethos Integration and Ellucian Experience are installed and functioning; and • Verify the Client team participating in the Workshop will have access to their non-production environment. 	<ul style="list-style-type: none"> • Workshop Agenda • Service Preparation Document (SPD)
Hands-on Workshop	Ellucian will: <ul style="list-style-type: none"> • Understand the Ellucian Experience architecture and platform; • Understand how to obtain reference information for Ellucian Experience; • Verify the components necessary for Ellucian Experience are installed and functioning properly; • Conduct hands-on tests with Postman to validate APIs are functional; • Troubleshoot common error scenarios with Ellucian Experience; • Understand recommended practices for Ellucian Experience card and page development; • Publish Ellucian Experience card and page with a simple custom JavaScript application using Visual Studio Code and Ellucian Experience Setup in the Client's Ellucian Experience environment; and • Discuss implementation needs that could potentially be used for Ellucian Experience. 	<ul style="list-style-type: none"> • Training material • Experience card and page examples

Service Assumptions

- This workshop is limited to 15 participants per workshop;
- The Workshop will only use baseline Ethos Data Models and APIs. A discussion around how custom data models can be leveraged will be a part of this Workshop;
- The development of custom cards, pages and integrations for the Client is the responsibility of the

Client technical staff. Ellucian can develop custom cards, pages, and integrations for the Client via a separate work order;

- The Workshop is expected to be a working session on non-production Banner and Ethos Integration and Ellucian Experience component instances;
- The Client participants will have the required access to the Ethos Integration and Ellucian Experience components;
- The Workshop will use the Client’s Ethos Integration and Ellucian Experience environment for all hands-on activities;
- End-to-end, bidirectional communication between the Banner and Ethos Integration is setup, configured and fully functional. Ellucian can provide services to setup Ethos Integration, Ellucian Experience, and its associated components via a separate work order;
- The code components delivered as a part of this Workshop are meant for instructional purposes only. They are not production ready;
- The Workshop will use a previously-agreed-upon selection of Ethos Data Models for the Workshop; and
- The workshop is geared for developers; participants should have a basic understanding of JavaScript and GraphQL.

Client Responsibilities

- Circulate Ellucian materials in advance of the service;
- Work with Ellucian to determine service expectations and timeline;
- Ensure required Ethos Integration and Ellucian Experience components are installed, configured and ready for use;
- Ensure that the Workshop participants have access to the non-production Ethos Integration tenant, Ellucian Experience, the Banner instance and have the required software (as specified in the Service Preparation Document) installed on their computers; and
- Provide Client point of contact who can ensure required Ethos Integration and Ellucian Experience components are installed and ready for use.

Out of Scope

Includes but not limited to:

- Activities that fall within the boundaries of the scope statement are considered “in scope” and are accounted for in the schedule and budget. If an activity falls outside the boundaries, it is considered “out of scope” and is not planned for and not included in the Description of Service.

Experience Content Strategy Workshops – Description of Services

Overview

Ellucian will meet with key staff and decision makers to discuss how current institutional practices, procedures, policies, and business processes lend themselves to the future SaaS environment. Ellucian will then use this information and higher education industry recommended practices to identify potential improvements to prepare for a SaaS deployment.

This service provides a series of moderated workshops meant to guide the Client through the process of identifying, prioritizing, and building out critical persona-centric content within the Experience Platform.

High-level Tasks and Deliverables for Experience Content Strategy Workshops

Engagement	High-Level Tasks	Deliverables
Experience Content Strategy Workshop	Ellucian will: <ul style="list-style-type: none"> • Conduct a kickoff call to prepare for the engagement: <ul style="list-style-type: none"> ○ Provide a demo of Ellucian Experience; 	<ul style="list-style-type: none"> • Kickoff call agenda • Persona-based guides • Current / suggested content inventory • Suggested sitemap

	<ul style="list-style-type: none"> ○ Review project plan; ○ Review schedule; ○ Review requirements; ● Present persona development training; <ul style="list-style-type: none"> ○ Work with the Client to identify their primary personas; ○ Work to identify primary user needs; ● Deliver content analysis training; <ul style="list-style-type: none"> ○ Build content inventory; ○ Discuss content types; ● Deliver information architecture training; ● Determine initial architecture plan and organize identified content; ● Deliver content prioritization training; and ● Facilitate content prioritization workshop. 	<ul style="list-style-type: none"> ● Content inventory with prioritization
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Service Assumptions

- Prior to engagement, Ellucian will verify with the Client that the necessary components for the functionality to be discussed are installed and functioning and verify that the Client participants have access to the proper elements of the Client non-production environment;
- This service assumes the Client adopts Ellucian standard tools and technologies to develop the integrations. Other integration tool/technology beyond that will require mutual agreement to proceed; It may result in additional time that the change management process will handle.

Client Responsibilities

- Work with Ellucian to determine service expectations and timeline;
- Circulate Ellucian materials in advance of the service;
- Complete engagement prerequisites by the deadlines provided;
 - Prerequisites may include extracting and delivering data from your system, verifying, and updating the Ellucian software components to the minimum required versions in a non-production environment, or ensuring access to all participants;
 - Engagements will be postponed, and the project will be at risk if all pre-work is not completed by the deadlines provided;
 - Delays may result in additional costs;
- Provide current state identity environment documentation; and
- Provide input on desired state or goals of identity environment.

Out of Scope

Includes by not limited to:

- Services related to implementing non-Ellucian tools;
- Formal training on Ellucian integration tools;
- Source code is not distributed for integration;
- Training on industry standard tools and technologies (e.g., Eclipse, ReactJS, or Java);
- Configuration and deployment support for existing Ellucian partner integrations;
- Data integrations that are not filterable by the ID of the logged-in user;
- Data integrations from 3rd-party vendor systems; and
- Custom UI not included within the Ellucian Path Design System.

REPORTING SOW

Reporting Assessment – Description of Services

Overview

The purpose of this service is to collaborate with Clients to define the state of the current reporting environment and detail reporting goals with the objective of identifying an approach to modernize reporting within Ellucian Banner.

This service includes questionnaires and inventories sent to department leads and the Information Technology (IT) team to gain insight into how each area uses reporting. Discovery sessions will be scheduled as necessary to further assess the current state reporting architecture. Compiled findings and recommendations can be used to define your reporting implementation project objectives.

High Level-tasks and Deliverables for the Reporting Assessment

Engagement	Engagement Description	Deliverables
Reporting Assessment Preparation	<p>Ellucian will work with the Client to perform the following tasks:</p> <ul style="list-style-type: none"> Schedule a Reporting Assessment kickoff session; Schedule Reporting Assessment discovery sessions; Gain remote access to Client systems, if needed; and Review any necessary documentation. 	<ul style="list-style-type: none"> Update Client collaborative project site
Reporting Assessment Kickoff	An introduction on the process, steps, and engagement expectations for completing the reporting assessment questionnaires and inventory templates.	
Reporting Assessment Architecture Discovery Session	<p>A discovery session will be held with the Client's reporting leads and IT team to understand:</p> <ul style="list-style-type: none"> Current state system architecture – including individual technologies; Overall reporting objectives: current and future; Reporting audience (consumers); Means by which reports are currently delivered to consumers; and Process by which reports are currently developed. 	
Reporting Assessment Departmental Discovery Sessions	<p>As necessary, discovery sessions will be held with the Client's reporting and department leads and IT team to follow-up on responses provided within the departmental questionnaires or reporting inventories.</p> <p>Such departments may include but are not limited to: IT, Registrar, Admissions, Advising, Accounts Receivable, Financial Aid, and Institutional Research. Suggested attendees for these sessions include, but are not limited to, department heads, data analysts, business analysts, and report authors.</p> <p>The total number of hours scheduled depends on the number of discovery sessions to be held. One hour is allocated for each discovery session.</p>	
Reporting Assessment Follow-up Discovery	Before preparing the report, Ellucian may want to reach back out to the participants of the discovery sessions to answer questions which subsequently arise or to obtain more information about the current state or goals and	

Engagement	Engagement Description	Deliverables
Sessions	objectives. Ellucian will schedule calls for additional discovery sessions as needed.	
Reporting Assessment Findings and Recommendations Report Development	After the discovery sessions are complete, Ellucian will deliver a Report of Findings and Recommendations containing: <ul style="list-style-type: none"> • Summary information uncovered during the discovery sessions; • Conclusions resulting from the discovery sessions; • Proposed strategy to modernize reporting against the Ellucian Banner; and • Suggested next steps for the project. 	<ul style="list-style-type: none"> • Report of Findings and Recommendations
Reporting Assessment Wrap-up	A wrap-up session will be held with Client's reporting leadership and reporting assessment participants (attendees of the kickoff session) to: <ul style="list-style-type: none"> • Review the major findings identified; and • Discuss next steps. 	

Service Assumptions

- The number of hours set forth above is an estimate only based on current information and expectations, and the actual number of hours required may be greater or fewer in number.
- Ellucian will need remote access to development (non-production) Client's Banner and other supporting systems.
- Any customizations, enhancements, samples, code, documents, or templates presented by Ellucian are provided as-is with no on-going maintenance or support.

Client Responsibilities

- Client will provide a point of contact specific to the Reporting Assessment services effort.
- Client will assign a functional and technical reporting lead for the reporting implementation project and provide contact information.

Out of Scope

Includes but is not limited to:

- Customization or extension of baseline Ellucian products.
- Development and delivery of any reports or other reporting content.
- Maintenance or ongoing support for work completed.

Reporting Strategy – Description of Services

Overview

The purpose of this service is to provide a series of guided work sessions to assist the Clients' reporting leadership and Information Technology (IT) team with making key decisions on factors that drive the overall reporting implementation strategy, and to review the next steps for the reporting implementation.

Pre-work in the form of questionnaires and templates for all participants to complete will facilitate discussions. The decisions made will be guided by the overall project objectives identified during the Reporting Assessment.

High-level Description and Deliverables for Reporting Strategy

Engagement	Engagement Description	Deliverables
Reporting Strategy Preparation	Ellucian will work with the Client to perform the following tasks: <ul style="list-style-type: none"> • Schedule a reporting strategy kickoff session. • Gain remote access to client systems, if needed. • Schedule reporting strategy work sessions. • Review any necessary documentation. 	<ul style="list-style-type: none"> • Update Client collaborative project site
Reporting Strategy Kickoff	An introduction on the process, steps, and engagement expectations for building the reporting implementation strategy.	
Reporting Strategy Work Sessions	A series of work sessions will be held with Client's reporting sponsors, reporting leads, and IT team to understand and make strategic decisions, focusing on: <ul style="list-style-type: none"> • Project roles and responsibilities; • Project description: <ul style="list-style-type: none"> ○ Specific project objectives ○ Project scope • Project information: <ul style="list-style-type: none"> ○ Deliverables ○ Assumptions/constraints ○ Communication planning. • Supporting information: <ul style="list-style-type: none"> ○ Business processes ○ Templates 	
Reporting Assessment Decisions Report Development	After the work sessions are complete, Ellucian will deliver a report which will include: <ul style="list-style-type: none"> • Decisions from the work sessions; and • Suggested next steps for the project. 	<ul style="list-style-type: none"> • Reporting Strategy Decisions Report
Reporting Strategy Wrap-up	A wrap-up session will be held with Client's reporting leadership and IT team (attendees of the work sessions) to: <ul style="list-style-type: none"> • Review the decisions made during the work sessions; and • Discuss next steps. 	

Service Assumptions

- The number of hours set forth above is an estimate only based on current information and expectations, and the actual number of hours required may be greater or fewer in number.
- Services will be delivered remotely.
- Ellucian will need remote access to development (non-production) Client's Banner and other supporting systems.
- Any customizations, enhancements, samples, code, documents, or templates presented by Ellucian are provided as-is with no on-going maintenance or support.

Client Responsibilities

- Client will provide a point of contact specific to the Reporting Assessment services effort.
- Client will assign a functional and technical reporting lead for the reporting implementation project and provide contact information.
- Client will make the appropriate staff members available for the kickoff, work sessions, and completion of questionnaires and templates.
- Client will provide Ellucian access, via VPN, to non-production systems as needed.

Out of Scope

Includes but is not limited to:

- Customization or extension of baseline Ellucian products.
- Development and delivery of any reports or other reporting content.
- Maintenance or ongoing support for work completed.

Reporting Implementation Project Planning – Description of Services

Overview

The purpose of this service is to provide a series of work sessions to assist the Clients' reporting and Information Technology (IT) leadership with building an initial project plan for the reporting implementation, based on decisions made during the Reporting Strategy engagement and Ellucian Banner milestone dates.

High-level Tasks and Deliverable for Reporting Implementation Project Planning

Engagement	Engagement Description	Deliverables
Reporting Project Planning Preparation	Ellucian will work with the Client to perform the following tasks: <ul style="list-style-type: none"> • Gain remote access to Client systems, if needed; • Schedule project planning work sessions; and • Confirm receipt of information and documents required to build the project plan. 	<ul style="list-style-type: none"> • Update Client collaborative project site
Reporting Project Plan Development	Ellucian will use the requested information to build an initial reporting implementation project plan. Required information provided by the Client includes, but is not limited to: <ul style="list-style-type: none"> • A list of confirmed Ellucian Banner project milestone dates; • Institutional black-out dates; • A copy of the Reporting Assessment documents; • Reporting inventory spreadsheet(s) for defined areas; • Reporting Roles and Responsibilities assignments; and • Reporting team resource availability during the implementation. 	
Reporting Project Planning Work Sessions	A series of work sessions will be held with Client's reporting and IT leadership to: <ul style="list-style-type: none"> • Review the project plan; • Discuss and determine report development scope expectations based on anticipated report development requests and resource availability; • Update project tasks; and • Make task assignments, based on reporting team roles. 	
Reporting Project Planning Wrap-up	A wrap-up session will be held with Client's reporting and IT leadership to: <ul style="list-style-type: none"> • Review the completed project plan; and • Discuss next steps. 	<ul style="list-style-type: none"> • Reporting Implementation Project Plan

Service Assumptions

- The number of hours set forth above is an estimate only based on current information and expectations, and the actual number of hours required may be greater or fewer in number.
- Ellucian will need remote access to development (non-production) licensee Ellucian Banner and other supporting systems.
- Any customizations, enhancements, samples, code, documents, or templates presented by Ellucian are provided as-is with no on-going maintenance or support.

Client Responsibilities

- Client will provide a point of contact specific to the Reporting Assessment services effort.
- Client will assign a functional and technical reporting lead for the reporting implementation project and provide contact information.
- Client will provide, during the preparation engagement:
 - A list of confirmed Ellucian Banner project milestone dates;
 - Institutional black-out dates;
 - A copy of the Reporting Assessment documents;
 - Reporting inventory spreadsheet(s) for all areas;
 - Reporting Roles and Responsibilities assignments; and
 - Reporting team resource availability during the implementation.

Out of Scope

Includes but is not limited to:

- Customization or extension of baseline Ellucian products.
- Development and delivery of any reports or other reporting content.
- Maintenance or ongoing support for work completed.

Reporting Consulting – Description of Services

Overview

This service will assign 2 types of Ellucian resources; a reporting consultant and, as needed, a functional consultant to work with the Client to support identified reporting services. Ellucian resources and Client will plan the delivery of reporting projects using identified reporting tools while helping the Client become self-sufficient in the development and maintenance of reports going forward.

As an initial step in the reporting consulting engagement, Ellucian will lead a series of guided work sessions to assist the Clients’ reporting leadership and Information Technology (IT) team with making key decisions on factors that drive the overall reporting implementation strategy, and to review the next steps and priority for the remaining reporting services.

High-level Tasks and Deliverables for Reporting Consulting

Engagement	High Level Tasks	Deliverables
Reporting Consulting Services	Ellucian will: <ul style="list-style-type: none"> • Work with the Client to assess the Client’s team skills and assist development of a skill enhancement plan for acquiring reporting skills; • Recommend Client technical team with report development patterns Ellucian; • Assist the Client team in planning the list of report development projects and work with the Client Project Manager to prioritize the report development projects; and 	<ul style="list-style-type: none"> • Skill enhancement recommendation plan • Standard report development patterns information • Research and deliver support articles, and product information on specific customer-reported problems.

	<ul style="list-style-type: none"> • Works as an advisor to support the Client team in architecting, designing, developing, and implementing reporting projects. 	<ul style="list-style-type: none"> • Create appropriate advisory documentation for the project
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Service Assumptions

- The number of hours allocated to this service is based on the information provided as of the Execution Date. If the Client requires additional time, it will be processed as a change request to the project with a different SOW to meet additional needs;
- Estimated hours are split between Ellucian resources as appropriate for the defined project. Ellucian will determine the type of additional Ellucian resources required for the project as a part of the planning process with the Client. Resources hours will be defined based on the scope of derived report development projects. The fair division of hours will be discussed during the project delivery and agreed upon by the Client;
- This service assumes the Client adopts Ellucian standard tools and technologies to develop reports. Any other reporting tool beyond that will require mutual agreement to proceed;
- Ellucian helps the Client team follow the Ellucian report development methodology (Discovery/Assessment/Delivery) in developing the agreed reporting projects. If the Client has an existing process, Ellucian will work with the Client to work through the project objectives;
- The scope of this service does not include services related to implementing non-Ellucian tools;
- This service assumes that the Ellucian reporting resource assigned to the project is at 50% (20 hours) or 100% (40 hours) of the time with a minimum interval of 10 continuous weeks or the remaining of the hours proposed. The functional resources will be scheduled as needed to support specific report development project requirements; and
- Client may choose to repurpose some of the hours proposed to request Ellucian to assist in developing reporting projects as part of the Client team to complete some of the deliverables. This will require an appropriate change request prepared and approved by both parties.

Client Responsibilities

- Acquire base reporting skills (if required) and procure training services recommended by the Ellucian;
- The Client owns the collection of the report development projects, uses the recommendations from the Client reporting team, and plans the delivery of the reporting projects to meet the needed go- lives;
- The Client is responsible for the identification, prioritization, estimation, development, and implementation of identified reporting projects;
- Determine the priority of the identified reports and the assignment of the reporting resources based on the established priority and identified level of effort to provide needed consulting;
- Provide existing documentation around reports that are in place today, including but not limited to report specifications, data matrixes, samples of reports, and any other relevant documentation;
- Provide a cross-functional team of business area and IT owners to participate in the sessions;
- Contribute to the group exercises by providing detailed input about the Client's current state and future potential;
- Any 3-party application knowledge required for the project must come from the Client team. If the Client team has no expertise or availability, the Client will bring an appropriate 3-party reporting expert to supply the required information and support;
- Ensure that baseline product issues and defects are addressed using the Ellucian support mechanism; and
- Procure any additional infrastructure and support services for the deployment of the reports. For example, Ellucian-managed cloud customers may require a supplemental statement of work to deploy reporting in the Ellucian cloud environment with appropriate operational support.

Out of Scope

Including but not limited to:

- Ellucian building/developing the reporting projects;
- Training on Ellucian reporting tools.

- Training on standard tools and technologies (Ex. Argos, Cognos, etc.); and
- 3-party data reporting.

Ellucian Insights Premium Implementation - Description of Services

Overview

Ellucian's training services for Ellucian Insights have been constructed to aid attendees in the development of skills pertinent to their role and responsibilities. During the Insights training services, attendees will:

- Be introduced to the features and capabilities of Insights;
- Review Administration, population, and configuration of the Insights Environment; and
- Receive hands-on training building reports in the Ellucian Insights Embedded Reporting Tool.

High-level Tasks and Deliverables for Ellucian Insights Premium Implementation

Engagement	High Level Tasks	Deliverables
Configuration	Ellucian will configure Ellucian Insights Administration.	<ul style="list-style-type: none"> • 1 configured production and 1 non-prod environment
Source System Data Load and Content Review – Ellucian Banner	Ellucian will load data and review the delivered content for the Ellucian Banner Source System.	
Source System Data Load and Content Review – Degree Works	Ellucian will load data and review the delivered content for the Degree Works Source System.	
Ellucian Insights Embedded Reporting Tool	Ellucian will provide basic training on Ellucian Insights Embedded Reporting Tool and review delivered content.	
Reporting Tool Integration	Ellucian will assist with connecting one Client reporting tool to Ellucian Insights.	

Service Assumptions

- Ellucian Experience has been configured and is functional in both non-production and production.

Client Responsibilities

- Confirm access credentials to source system.

Out of Scope

Includes but is not limited to:

- Training on Client reporting tool;
- Extending Data Models or Custom Transformations;
- Report Development;
- Data Lineage and Data Definitions;
- Security and User Set-Up;
- Provisioning of Insights Environment;
- Non Ellucian Data Sources;
- Data Model Training; and

- Advanced training in Embedded Reporting Tool.

TECHNICAL SOW

Banner Data Conversion Lead Services – Description of Services

High-Level Tasks and Deliverables for Banner Data Conversion Lead Services

Engagement	High-Level Tasks	Deliverables
Banner Data Conversion Lead Services	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Develop a project plan outlining the data to be converted and a timeline for each of the relevant Banner applications; and • Provide Data Conversion oversight services toward the delivery of the data Conversion activities as described below: <ul style="list-style-type: none"> ○ Maintain the Data Conversion dashboard status; ○ Maintain the Data Conversion Plan; ○ Monitor technical requests and conversion issues and refer those needing additional support to the primary project manager; ○ Conduct Data Conversion Status (SCRUM) calls with the client Data Conversion team; and • Attend project management calls as needed. 	<ul style="list-style-type: none"> • Custom Data Conversion Plan • Data Conversion Dashboard
Additional Data Loads	<p>Ellucian will:</p> <ul style="list-style-type: none"> • In addition to what has been identified in the Student and Financial Aid Descriptions of Services perform 3 remote data uploads. Client and Ellucian will agree to the time and data to be included in the additional data loads: <ul style="list-style-type: none"> ○ Ellucian will upload corrected Client provided legacy extract files into Banner via the Ellucian conversion tools for the data sets noted below. Remote tasks will be performed by a blend of onshore and offshore resources; and ○ Ellucian will provide error reports for each converted data set and each load. 	<ul style="list-style-type: none"> ○ Conversion data from legacy system to Banner ○ Error Reports ○ Updated project site

Service Assumptions

- All services are provided on a time and materials basis; and
- Ellucian remote and offshore resources may be used to provide some of the services outlined above.

Client Responsibilities

- Provide a Data Conversion lead who will serve as primary point of contact for Data Conversion activities.

Out of Scope

Includes but not limited to any services not described herein.

Banner Data Converter Toolkit - Description of Services

Overview

This scope is intended to cover the licensing for the Banner® Data Converter Toolkit (“CTool”).

High-level Tasks and Deliverables for Banner Data Converter Toolkit

Engagement	High-Level Tasks	Deliverables
Banner Data Migration Converter Toolkit License	This document represents the license only. Installation services are provided separately.	<ul style="list-style-type: none"> CTool Toolkit

Banner® Document Management Global Cloud Implementation – Description of Services

High-level Tasks and Deliverables for Banner® Document Management Global Cloud Implementation

Engagement	High-Level Tasks	Deliverables
Organizational and Readiness Review; Project Planning	Ellucian will: <ul style="list-style-type: none"> Review the functional aspects of the Software, the technical architecture, and the project execution approach; Plan for organizational activities required to configure and deploy BDM; Review and confirm roles and responsibilities; Set due date for the Client's team to return the SPD; and Confirm all information has been provided to begin the implementation. 	<ul style="list-style-type: none"> Implementation Guide
Readiness Validation and Configuration	Ellucian will: <ul style="list-style-type: none"> Conduct readiness validation in the Cloud Non-Production and Production environments; and Conduct initial BDM system configuration to prepare for the Needs Analysis engagements. 	
Needs Analysis and Planning	Ellucian will: <ul style="list-style-type: none"> Meet with institutional representatives from the technical, functional, and administrative communities to identify and define intended improvements in business processes and customer relationships and determine the initial configuration of BDM to align with those needs; Implement priorities and establish timelines; and Identify project teams for the implementation activities. 	<ul style="list-style-type: none"> Project Site update or report
Needs Analysis and Write-Up	Ellucian will: <ul style="list-style-type: none"> Create the Needs Analysis document and follow-up with the Client. 	<ul style="list-style-type: none"> Needs Analysis Report
Training and Knowledge Transfer	Ellucian will: <ul style="list-style-type: none"> Conduct technical training covering system architecture and IT support and maintenance requirements; Conduct functional administrative training covering the use of the administrative screens to modify system configuration, creating, and modifying document databases, users, groups, and updating permissions. End-User Training addresses the day-to-day use of the system in Client/server and Web-based modes; and 	<ul style="list-style-type: none"> Training Materials as appropriate Project Site update or report

Engagement	High-Level Tasks	Deliverables
	<ul style="list-style-type: none"> • Conduct scanning practices training covering scanner operation, paper handling, QA, and general document capture practices. <p>(*) Note: This training engagement is delivered on a per department basis and needs to be repeated as such for multi department implementations. 40 hours for the first business area and 40 hours for each additional business area.</p>	
<p>Post Implementation Support</p>	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Meet the Client after the initial implementation and will work with client staff to: <ul style="list-style-type: none"> ○ Assess status and usage of BDM system; ○ Evaluate BDM usage against initial goals; ○ Review setup and installation settings on servers and scanner workstations to improve performance; ○ Work with business areas in production to observe BDM scanning procedures and provide end-users Q&A session to improve efficiency; ○ Provide assistance in standalone, custom application development and form rule creation; and ○ Provide refresher administrative training. <p>(*) Note: Only one 40-hour Post implementation support session is included. If additional Post Implementation engagements are desired to accommodate various business areas, additional 40-hour engagement can be added per Post Implementation session.</p>	<ul style="list-style-type: none"> • Project Site update or report

Service Assumptions

- The Needs Analysis and Planning session can cover multiple departments as part of an initial implementation;
- To the extent this requires the re-engineering or modification of business processes, Client will effectuate the necessary changes; and
- The Client will assume responsibility for requesting upgrades to the existing Banner system to meet the minimum supported versions required by the BDM system.

Client Responsibilities

- Client will provide Ellucian with the information, documentation, and access required for delivery of the services described herein.

Out of Scope

Includes but not limited to:

- Installation of or upgrades to Software or applications not listed herein;
- Integrations of ApplicationXtender/BDM to systems other than Banner; and
- Customizations to the Baseline system are outside the scope of this engagement and will require the negotiation of a separate services engagement at additional fees.

Banner Document Management Conversion Assessment – Description of Services

Overview

Provide an assessment and estimate for the conversion of documents into Banner Document Management (BDM). In order for Ellucian to provide an estimate for the conversion of Image Director by Milner Technologies, Inc. documents into BDM, Ellucian must perform a BDM conversion assessment to determine the feasibility and scope of the conversion. The BDM conversion assessment service is designed to analyze the current use and storage of Image Director records and to develop an approach and recommendation for the conversion into BDM.

High-Level Tasks and Deliverables for Banner Document Management Conversion Assessment

Engagement	High Level Tasks	Deliverables
Service Preparation and Planning Call	Ellucian will: <ul style="list-style-type: none"> Work with Client to plan for the technical organizational activities required for the assessment; and Conduct a planning call with Client's technical personnel to review requirements, seek to understand Client's information technology infrastructure, and address initial questions regarding conversion. 	<ul style="list-style-type: none"> Schedule Call
Conversion Assessment	Ellucian will: <ul style="list-style-type: none"> Perform a technical assessment consisting of: <ul style="list-style-type: none"> Current system record storage such as images, file layouts, and directory structures; and Documents indexed in the database, the database structure, and record index data; Determine the size of the Image Director system including documents and database size; and Determine how and where Client will want to store these documents in the BDM and any integration requirements between the converted documents and Banner. 	
Development of Deliverables	Ellucian will: <ul style="list-style-type: none"> Provide an assessment report of the analysis and recommendations. 	Assessment Report

Services Assumptions

- Per the high-level tasks in the table above.

Client Responsibilities

- Client must provide access to Image Director system documentation in order to complete the BDM Conversion Assessment; and
- Conversion Assessment service is contingent upon the ability to access and extract data from the [Previous Imaging System Name] system, such as database records and image files.

Out of Scope

Includes but is not limited to:

- Customizations to the Baseline BDM system; and
- This engagement provides the methodology to complete the conversion. Moving the documents from the legacy system into BDM would require a separate scope dependent on the number of documents, size of the files, and average transfer speed.

Identity Management Tactical Planning – Description of Services

Overview

The goal of the Identity Tactical Planning (Ellucian application impacts) service is to understand the Client’s current Identity footprint and provide recommendations by which Ellucian products can be leveraged to manage person provisioning and Single Sign-on (SSO) access with Ellucian applications.

High-level Tasks and Deliverables for Identity Management Tactical Planning

Engagement	High Level Tasks	Deliverables
Planning and Project Initiation	Ellucian will: <ul style="list-style-type: none"> Facilitate project initiation meeting; Conduct preparation for Identity Tactical Planning service; and Prepare for the Identity Tactical Planning Workshop. 	<ul style="list-style-type: none"> Project Schedule
Identity Tactical Planning Workshop	Ellucian will: <ul style="list-style-type: none"> Educate the Client on Ellucian identity features, processes, and tools; Conduct an Identity Tactical Architecture and Planning session; Understand the current state of architecture; Provide suggestions to enhance the existing Identity Management approach and integrate the Ellucian application into the existing identity flow; Collaborate with the Client to define the future state identity architecture that includes the Ellucian applications; and Develop the project plan to incorporate Ellucian applications into the Client’s overall identity architecture. 	<ul style="list-style-type: none"> Future State Architecture with Ellucian Applications Incorporated
Service Deliverable Preparation	Ellucian will: <ul style="list-style-type: none"> Develop the identity tactical plan materials and presentation. 	<ul style="list-style-type: none"> Identity Tactical Plan Materials and Presentation
Service Deliverable Presentation and Follow Up	Ellucian will: <ul style="list-style-type: none"> Deliver the Identity configuration recommendations; and Present an overview of the Identity and Access Management (IAM) process flow and architecture for the Ellucian applications and services. 	<ul style="list-style-type: none"> Identity Tactical Plan Outlined high-level Identity Process Flow and Architecture with Ellucian applications incorporated

Service Assumptions

- This service is designed to provide knowledge and activities needed to implement Ellucian account provisioning mechanisms and discuss strategies to configure Ellucian applications for SSO support with the Client’s SAML2-compliant identity and access management solution;
- Account provisioning planning is limited to the requirements that can be fulfilled by the Ellucian’s “Ethos User Provisioning” solution;
- Ellucian will not address any topics related to 3rd-party products unless explicitly agreed to by Ellucian.
- This service may derive additional software development needs to meet the Client’s unique requirements, caused by the Ellucian application change;
- Ellucian can discuss Microsoft Azure or Okta for account provisioning in the context of Ethos User Provisioning features and implementation; and
- The Identity Tactical Plan will be prepared using the information supplied to Ellucian at the time of the service. Any changes after the report have been delivered will require additional service hours to incorporate any changes.

Client Responsibilities

- Circulate Ellucian materials in advance of the service;
- Work with Ellucian to determine service expectations and timeline;
- Provide Client current state identity environment documentation;

- Provide input on the desired state or goals of the identity environment within the Ellucian context;
- Understand and agree to the changes that may be required to incorporate Ellucian applications into the overall identity infrastructure;
- All decisions regarding identity e.g., user ID uniqueness criteria, email address formats, fit within Ellucian product constraints; and
- Any additional identity needs that are not discussed during the information collection phase.

Out of Scope

Includes but is not limited to:

- No technical delivery will happen as part of this service;
- Discussions about downstream application provisioning from the Client's identity manager including Microsoft Azure and Okta;
- This service is limited to discussing provisioning and SSO functionality with Ellucian products. It does not address any identity challenges beyond this limited scope;
- Ellucian will not recommend any 3rd-party products for consideration as part of the service;
- Any product enhancements to meet the Client's unique needs;
- Any non-Ellucian 3rd-party product strategy and
- Identity governance topics, for example: Group policies, Memberships, Downstream identity policies, etc.

Banner SaaS Extensibility Strategy Consulting – Description of Services

Overview

This service includes consulting from 2 different resource types: an integration consultant and, as needed, a functional consultant to work with the Client to support identified integration services. Ellucian and the Client will plan the delivery of software extensibility projects using Ethos-based development tools while helping the Client become self-sufficient in developing and maintaining software extensibility projects. These software extensibility projects can encompass Ellucian Ethos Integrations, Ellucian Experience cards, and Ellucian Workflows.

High-level Tasks and Deliverables for SaaS Extensibility Strategy Consulting

Engagement	High-Level Tasks	Deliverables
Extensibility Strategy Consulting Services	Ellucian will: <ul style="list-style-type: none"> • Work with the Client to assess the Client's skills and assist in the development of a skill enhancement plan for acquiring digital transformation skills in software extensibility projects; • Advise the Client regarding Ellucian recommended software development patterns for various software extensibility projects; • Assist the Client team in planning the list of software development projects and work with the Client to prioritize the software development projects; • Advise the Client in architecting extensibility projects; and • Assist the Client in resolving technical issues as required with Ellucian support resources. 	<ul style="list-style-type: none"> • Skill enhancement recommendation plan • Standard software development patterns information • Support articles, and product information on specific Client reported problems • Advisory documentation for the project

Service Assumptions

- The number of hours allocated to this service is based on the information provided as of the Execution Date. If the Client requires additional time, it will be processed as a change request to the project with

a different Description of Service to meet additional needs;

- Estimated hours will be split between Ellucian resources as appropriate for the defined project. Ellucian will determine the type of Ellucian resources required for the project as a part of the planning process with the Client. Resource hours will be defined based on the scope of derived software development projects;
- This service assumes the Client adopts Ellucian standard tools and technologies to develop the integrations. Any other integration tools/technologies beyond that will require mutual agreement to proceed;
- Ellucian will help the Client follow the Ellucian software development methodology (Discovery/Assessment/Delivery) in developing the agreed software extensibility projects. If the Client has an existing process, Ellucian will work with the Client to work through the project objectives;
- The Ellucian integration resource will be assigned to the project at 50% (20 hours) or 100% (40 hours) of the time with a minimum duration of 10 continuous weeks. Functional resources will be scheduled as needed to support specific software development project requirements; and
- Client may repurpose some of the hours proposed to have Ellucian assist in developing software extensibility projects as part of the Client deliverable. This will require an appropriate change request prepared and approved by both parties.

Client Responsibilities

- Acquire base programming skills (if required) and procure training services recommended by Ellucian;
- Identify, prioritize, plan, develop, and implement identified software extensibility projects;
- Determine assignment of the Integration resources based on the established priority and identified level of effort;
- Provide existing documentation around integrations and interfaces that are in place today, including but not limited to API specifications, interface matrixes, samples of data exchanged, and any other relevant documentation;
- Provide a cross-functional team of business processes and IT owners to participate in the sessions;
- Contribute to group exercises by providing detailed input about the Client's current state and future potential;
- Provide 3rd-party application knowledge required for the project. If the Client has no expertise or availability, the Client will bring an appropriate 3rd-party integration expert to supply the required information and support;
- Ensure that baseline product issues and defects are reported using the Ellucian support mechanism; and
- Keep Ellucian informed on all integration activities happening on the Client side to allow a 360 view of the integrations space.

Out of Scope

Includes but is not limited to:

- Ellucian development of software extensibility projects;
- Formal implementation of, or training on, tools and technologies (E.g., Eclipse, NodeJS, Amazon WS, or Java);
- The development of reports; and
- Any additional hardware or software required for the integration.

Ethos Connected Partner Support - Description of Services

Overview

The Ethos Connected Partner Support services package is designed to provide the Client and an Ethos Connected Partner support for the technical and functional configuration of an integration and the support of a business function consultant representing the area of integration.

High-level Tasks and Deliverables for Ethos Connected Partner Support

Engagement	High Level Tasks	Deliverables
Planning and Turnover	Ellucian will: <ul style="list-style-type: none"> Facilitate technical kickoff; Conduct service preparation call; Confirm pre-requisites for service readiness; and Share knowledge on Ethos Integration and Ellucian Banner middleware component deployment. 	<ul style="list-style-type: none"> Planning Call Engagement Agenda Training Materials Update Project Site
Ethos Integration - Technical Setup	Ellucian will: <ul style="list-style-type: none"> Support Ethos for Ethos Connected Partner implementation; Assist in the configuration the Client Ethos Integration Tenant and provide Ethos Connected Partner with the APIKEY; and Support APIUSER setup. 	<ul style="list-style-type: none"> Update Project Site
Ethos Integration - Functional Setup and Support (Optional)	Ellucian will: <ul style="list-style-type: none"> Support Ethos Connected Partner and Client with the functional data mappings and rules. Support testing and business function related questions. 	<ul style="list-style-type: none"> Update Project Site
Ethos Integration – Technical Validation	Ellucian will: <ul style="list-style-type: none"> Confirm Ethos Integration message flow from Ethos Integration to Ethos Connected Partner and from Ethos Connected Partner to Ethos Integration. 	<ul style="list-style-type: none"> Validate 1 non-production and 1 production environment Integration Report

Service Assumptions

- Per the high-level tasks and deliverables defined within the table above.

Client Responsibilities

- Client has completed Ethos Integration prior to engagement
- Provide a designated Ethos Connected Partner non-production environment and production environment for deployment of the integration that is available for Ellucian to have remote access and required privileges for the duration of the engagement.
- Provide the appropriate resource(s) to assist with testing of the Ethos and Ethos Connected Partner components and execute the test plan in the same designated non-production environment and provide timely system support as needed to maintain operation and availability of the designated non-production environment.
- Develop and deliver test plan.
- Provide test data entered to the designated non-production environment per the test plan.
- Provide a Customer Success Center account login for the required Ethos setup.
- Provide the proper setup, configuration, and delivery of the Ethos Connected Partner system.

Out of Scope

Includes but is not limited to:

- Activities that fall within the boundaries of the scope statement are considered “in scope” and are accounted for in the schedule and budget. If an activity falls outside the boundaries, it is considered “out of scope” and is not planned for or accounted for in this Description of Service.

Banner Technical Architect Consulting - Description of Services

Overview

In the course of the implementation, the Technical Architect responsibilities consist of the following:

- Participate as a member of the Ellucian core leadership team for the Banner implementation project;
- Serve as the primary contact regarding technical items within the project, liaising with other members of a virtual team where applicable, and assisting in the preparation of documentation resulting from many of the below activities.
- Advise and offer recommended practices for technical standards, guidelines, and quality control measures for enabling and implementing software systems;
- Define technical task lists that align implementation efforts and tactical activities to the overall project goals and roadmap;
- Advise project manager on structure and sequence of the software and systems installation and technical readiness activities;
- Work collaboratively with multiple subject-matter experts to support project success;
 - Support the data conversion activities, the interface/integration activities, and the reporting and portal implementation activities;
 - Monitor and document the technical aspects of ongoing projects and identify, document, and mitigate significant technical project risks proactively;
 - Provide ongoing evaluation of Software and capabilities to confirm appropriate alignment of business objectives; and
 - Assess options and risks as pertains to data architecture, security, and other technology issues.

High-level Tasks and Deliverables for Banner Technical Architect Consulting

Engagement	High Level Tasks	Deliverables
Project Startup and Planning Activities	Ellucian will: <ul style="list-style-type: none"> • Provide Technical Architecture overview; • Provide Banner technical overview; • Provide Environment overview; • Conduct technical assessments; and • Introduce support services. 	<ul style="list-style-type: none"> • System Relationship Diagram • Relationship Diagram • Environment Diagram • Server Network Build Spreadsheet • Logical Diagram • System Documentation Spreadsheet • Environment Management Document • Communication Plan • Technical Roadmap
System Deployments	Ellucian will: <ul style="list-style-type: none"> • Meet with installers; • Perform the pre-deployment questionnaires; • Assign pre-deployment tasks; • Onboard the deployers; • Post deployment verification; • Review deployment reports and verify they are posted properly; • Update system configuration; and • Update keypass file. 	
Ongoing Project Support	Ellucian will: <ul style="list-style-type: none"> • Support data migration activities; • Support identity management; • Support load testing; • Support integration activities; • Conduct or attend regular project/tech meetings; • Create SNOW Tickets as required; • Manage actions/issues/risk lists; 	

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> • Provide troubleshooting support; • Facilitate onboarding of consultants; • Provide Banner security overview; • Advise project manager of revisions to dates based on technical changes; • Support technical staff; • Assist with troubleshooting; • Attend regular meetings, especially technical and strategic planning meetings; • Plan deployment/upgrade to new technologies; • Recommend training opportunities; • Make sure technical reports are posted to SharePoint site for Client; and • Provide support for go-lives <ul style="list-style-type: none"> ○ Conduct planning meetings ○ Identify resources ○ Create schedule <p>Create technical project plans.</p>	
<p>Assist with Development of Operational Procedures</p>	<p>Ellucian will:</p> <ul style="list-style-type: none"> ○ Assist with: <ul style="list-style-type: none"> ○ Development standards; ○ Change management; ○ Upgrade management; ○ Operational procedures; ○ Backup and recovery; ○ Environment management which may include data refreshes and clones; ○ Security administration procedures; ○ File and data retention - provide cleanup scripts; ○ Auditing/log review; ○ System/network monitoring; ○ Database performance monitoring; ○ Help Desk/ticket procedures; ○ Current and proposed diagrams; ○ Go-live detailed technical tasks/project plan <ul style="list-style-type: none"> ▪ Create separate task lists and project plans for each significant event (go-live for a module, major upgrade, Oracle upgrade) ▪ Installations – pre-deployment/post-deployment task lists ▪ Integrations – Work with integrations Architect to define task list/timing ▪ Mods Center (customizations) – task list – deploy/test/migrate; and ○ Communication Plan. 	<ul style="list-style-type: none"> • Infrastructure Diagram
<p>Project Closeout Activities</p>	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Transition operational activities to the Client technical leads; • Confirm that Cloud Services has required information for steady state support; • Confirm that the Client has required documentation and passwords; • Confirm that implementation signoffs are properly recorded; 	

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> Deliver final recommendations for additional system and services; and Offboard with the Client. 	

Service Assumptions

- Per the high-level tasks and deliverables defined within the table.

Client Responsibilities

- The Client will provide access to the administrative systems and information in relation to the performance of Ellucian's services; and
- Technical Lead – The Client will provide a primary technical contact to collaborate with the assigned Technical Architect to assist and coordinate activities related to this engagement, facilitating continuous training during the project.

Out of Scope

Includes but is not limited to:

- Any services not covered in the High-Tasks and Deliverables section above.

Ellucian Workflow Workshop – Description of Services

Overview

The Ellucian Workflow Workshop services package is designed to provide the Client with the training and knowledge required to implement Ellucian Workflow. Ellucian will guide the Client's team through the production of a custom workflow in their non-production environment and develop a plan to move the workflow to the production environment. Ellucian will also provide access to On-Demand Training (ODT) for the duration of software license to support the maintenance of the workflow(s) and the training necessary to build additional workflows.

High-level Tasks and Deliverables for Ellucian Workflow Workshop

Engagement	High-Level Tasks	Deliverables
Project Kick Off	Ellucian will: <ul style="list-style-type: none"> Meet with stake holders; Review project tasking and timeline; and Review EWF Services Readiness - Technical Pre-session Checklist.pdf. 	<ul style="list-style-type: none"> Project Schedule Implementation Guide EWF Resources.pdf EWF Setup for ProcessMaker University Coursework.pdf EWF Services Readiness - Technical Pre-session Checklist.pdf
Services Readiness - Technical	Ellucian will: <ul style="list-style-type: none"> Prepare Ellucian Workflow in one non-production and one production environment; Create Workflow Application in Ethos Integration; Configure Workflow access to the base APIs; <ul style="list-style-type: none"> Banner; <ul style="list-style-type: none"> Student APIs; Integration APIs; Colleague; 	<ul style="list-style-type: none"> Implementation Guide

Engagement	High-Level Tasks	Deliverables
	<ul style="list-style-type: none"> ▪ Colleague API; • Configure logging of Ethos API calls; • Configure email server; • Configure Single Sign On; and • Configure Ethos User Synchronization. 	
Services Readiness - Functional	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Review and discuss business processes proposed for workflow development during project Build sessions. 	<ul style="list-style-type: none"> • EWF Services Readiness - Functional Planning template
Workflow Workshop	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Provide comprehensive overview of the; <ul style="list-style-type: none"> ○ User Interface; ○ Workflow Designer; ○ Screen Builder; ○ Script Builder; • Lead participants through building the; <ul style="list-style-type: none"> ○ Ethos Skills Builder Workflow; ○ Ethos Advanced Skills Builder Workflow; • Deliver an introduction to PHP coding; • Explain the tools and utilities available for accessing Banner data via Ethos Integration APIs including the; <ul style="list-style-type: none"> ○ Ethos functions for Workflow; ○ Ethos Functions Explorer; ○ Cache Ethos Resources process; ○ All-lineage (Ethos/Banner crosswalk) job aid; • Explain and demonstrate access to the ProcessMaker APIs; and • Explain additional ProcessMaker University courses available that include advanced topics. 	<ul style="list-style-type: none"> • EWF Development Introduction Workbook • EWF Development Introduction exercise files • Workshop Materials
Ellucian Workflow Development Advanced	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Provide sample workflows which show best practices and include features and scripts to: <ul style="list-style-type: none"> ○ Get Banner data about the user logged in; ○ Get Banner data about a specified user; ○ Conditionally display screen elements; ○ Populate select lists from a Workflow Collection; ○ Populate select lists using a Watcher and script; ○ Create a PDF document from run-time data; ○ Accessing PMAPIs via Guzzle; ○ Integrate with BDM; and ○ Set up and use BPAPIs. 	<ul style="list-style-type: none"> • Example Workflow Processes
Workflow Specification Design Training	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Explain the process of building the workflow specification document which will guide the development process; and • Assist with creating the specification document for the target workflow for the Build portion of the project. 	<ul style="list-style-type: none"> • EWF Specification Template • CIN Template
Workflow Build Support	<p>Ellucian will:</p> <ul style="list-style-type: none"> • Provide workflow development consulting in support of the target workflow build. 	<ul style="list-style-type: none"> • Engagement Reports
Workflow	<p>Ellucian will:</p>	<ul style="list-style-type: none"> • EWF Migration

Engagement	High-Level Tasks	Deliverables
Migration to Production	<ul style="list-style-type: none"> Provide support to migrate the completed workflow process and associated elements to the production environment. 	Checklist
Workflow Post Go- Live Support	Ellucian will: <ul style="list-style-type: none"> Conduct 2 post go-live support calls with suggestions and recommendations to encourage continued workflow development and institution-wide adoption. 	<ul style="list-style-type: none"> Engagement Report

Service Assumptions

- Ellucian Ethos Integration must be configured, and data availability confirmed.

Client Responsibilities

- Complete the EWF Services Readiness - Technical Pre-session Checklist prior to the Services Readiness / Technical sessions
 - NOTE: We would require some client-facing time as part of the Technical session
 - Or consultant would have to have the Ethos Integration credentials and the Workflow Admin passwords
 - SSO setup requires info from Workflow be stored in the client IDP
 - Client must set up a PopSel to test Ethos Sync
 - Client must log in to verify SSO and Ethos Sync
- Complete assigned prerequisite training prior to the Ellucian Workflow Development Introduction (Hands-On/ HOT) Training
- Complete Ellucian On-Demand training for Workflow prior to the Ellucian Workflow Development Introduction (Hands-On/ HOT) Training
- Complete the following Ellucian Workflow Support Channel courses prior to the Ellucian Workflow Development Introduction (Hands-On/ HOT) Training:
 - Introduction to Ellucian Workflow
 - 01a, 01b (course numbers)
 - Intro to Build an On-Demand Workflow
 - 03a – 03e (course numbers)
 - Introduction to Configure a Workflow
 - 04a – 04f (course numbers)
 - Intro to Use Ethos Data in Workflow
 - 05a, 05d, 05e (course numbers)
- Conduct a business process analysis of the process selected for the Workflow Build to be prepared to discuss and clearly describe the process during the Specification Design Training.

Out of Scope

Included but not limited to:

- Development of web pages, custom APIs, Ethos Extend or other integration with other resources outside of Ellucian Workflow and Ethos;
- Integration with SharePoint, Outlook or any other system or database beyond Ethos Data Model;
- Shared Technology Platform (STP) integration; and
- Any branding changes beyond the logo, icon, and header background color, including Cascading Style Sheets.

Intelligent Learning Platform Implementation – Description of Services

Overview

Ellucian will conduct functional workshops designed to review and configure Intelligent Learning Platform (“ILP”) settings using Ethos to support the Client’s integration requirements between a single LMS and Banner.

High-level Tasks and Deliverables for Intelligent Learning Platform 5 Implementation

Engagement	High Level Tasks	Deliverables
Ethos Integration Validation	Ellucian will: <ul style="list-style-type: none"> Validate Ethos Integration and functional mappings in 1 non-production and 1 production environment. 	
ILP Consulting	Ellucian will: <ul style="list-style-type: none"> Conduct a functional overview of ILP and its features; Connect ILP to Ethos Integration; Connect ILP to 1 non-prod and 1 production supported Learning Management System; Configure and test bulk and real-time provisioning course, user, and enrollment updates against 1 non- production and 1 production environment; Configure and test Grade sync setup against 1 non- production and 1 production environment; and Assist with ILP go-live planning. 	<ul style="list-style-type: none"> Reference guide Decision workbook

Service Assumptions

- D2L Learning Management System (LMS) minimum release requirements are met prior to the ILP implementation.
- Ethos Integration has been completed and tested.

Client Responsibilities

- Provide a dedicated non-production environment and a production environment of the LMS, at the minimum release or higher, to configure ILP against.

Out of Scope

Includes but is not limited to:

- Integration with an LMS other than the LMS identified above;
- Updates to the Client’s Banner;
- Installation, upgrade, or migration of Ellucian Portal;
- Installation, configuration, or federation of Learning Management System for authentication;
- Installation or configuration of load balancers;
- Configuration of the Client’s Network (including DNS or Firewall); and
- Language localizations.

Ethos Integration Essentials – Description of Services

Overview

Ellucian will integrate Ethos with the Ellucian Banner.

High-Level Tasks and Deliverables for Ethos Integration Essentials

Engagement	High Level Tasks	Deliverables
Planning and Turnover	Ellucian will: <ul style="list-style-type: none"> Facilitate technical kickoff; Conduct service preparation call; Validate pre-requisites for service readiness; and Knowledge sharing on Ethos Integration and Ellucian Banner Middleware component deployment. 	<ul style="list-style-type: none"> Service Preparation Document Training Materials
Ethos Integration – Functional Integration	Ellucian will: <ul style="list-style-type: none"> Configure the Ellucian Banner in preparation for the Ethos Integration implementation; and Configure Ellucian Ethos Data Model mappings in both non-production and production environment. 	<ul style="list-style-type: none"> Decision Workbook Configured Mappings
Ethos Integration - Technical Integration	Ellucian will: <ul style="list-style-type: none"> Configure the Ellucian Banner for the integration required for the Ethos Integration implementation; and Configure the Client Ethos Integration Tenant to the authoritative source (Ellucian Banner) in both non-production and production environment. 	<ul style="list-style-type: none"> Configured Ellucian Banner for Ethos Integration
Ethos Integration – Technical Validation	Ellucian will: <ul style="list-style-type: none"> Ethos Integration message flow validation from Ethos Integration to the Ellucian Banner; and Ellucian Banner to Ethos Integration in both non-production and production environment. 	<ul style="list-style-type: none"> Validate non-prod and Prod environment Installation Report

Client Responsibilities

- Develop and deliver test plan;
- Provide test data in the designated non-production environment per the test plan;
- Provide access to ellucian.okta.com with Ethos Integration icon with data access if client has Ellucian Analytics or Workflow; and
- Order an SSL certificate from a well-known certificate authority for both non-production and production;

Ethos User Provisioning Deployment Service – Description of Services

Overview

Ethos User Provisioning (EUP) is an account provisioning mechanism that creates user objects in a target source (AD, LDAP, Okta, Azure) based on changes to Banner user data via Ethos Integration change notification queues to synchronize user data in near-real-time. This service will configure and enable EUP per product base functionality.

High-level Tasks and Deliverables for Ethos User Provisioning Deployment Service

Engagement	High-Level Tasks	Deliverables
Service Initiation and Planning	Ellucian will: <ul style="list-style-type: none"> Lead a kick-off call covering the high level aims of the service; Introduce the Service Preparation Document, and lead an initial discussion of the technical components and functions involved; Introduce the Client responsibilities, which include technical server readiness, connectivity information, role definitions, and test cases; Follow-up with a readiness task to evaluate connectivity and other pre-service checks. Environment must pass these checks successfully before service initiation; and Provide a provisioning blueprint document outlining the provisioning strategy for Client signoff. 	<ul style="list-style-type: none"> Service Preparation Document
Non-Production Technical Deployment	Ellucian will: <ul style="list-style-type: none"> Deploy the EUP components in a non-production environment; and Validate via Ellucian test cases and support the Client in validation of Client-defined test cases. 	<ul style="list-style-type: none"> Working EUP deployment in non-production.
Production Technical Deployment	Ellucian will: <ul style="list-style-type: none"> Deploy the EUP components in a production environment; and Validate with the defined test cases supported by data identified by the Client for this verification. 	<ul style="list-style-type: none"> Working EUP deployment in production.
Documentation and Turnover	Ellucian will: <ul style="list-style-type: none"> Document the steps taken during the deployment of EUP; and Lead the Client through a knowledge transfer session and provide post-installation documentation. 	<ul style="list-style-type: none"> Update Client project site EUP Documentation
Technical Oversight	Ellucian will: <ul style="list-style-type: none"> Provide oversight for technical issue resolution and product feedback. 	<ul style="list-style-type: none"> Technical delivery coordination

Service Assumptions

- Per the high-level tasks and deliverables defined within the table; and
- The following attributes will be synchronized as part of the baseline Ethos Integration data models:

EUP Element	Target Attribute	Description
Principal	samAccountName	Username
givenName	givenName	Given name of the person
middleName	middleName	Middle name of the person
familyName	sn	Last name of the person
preferredGivenName	e.g., givenName	Optional support for preferred given name.
EmailAddress	mail	Sourced from GOREMAL.
udcIdentifier	e.g., employeeNumber	Unique SIS-generated identifier used to enable SSO

bannerId	e.g., employeId	Unique SIS-generated identifier
Password	userPassword	Randomly generated password
Roles Assigned	memberOf	Group memberships assigned to groups whose names match 1-1. Group object must have objectClass=groupOfNames. Note: any roles assigned in Banner that do not exist in directory will have a group object created.

- Default password format is random and requires the Client to have a user password reset tool that allows end-users to reset their passwords without knowing the initial value;
- If any prerequisites (delivered during the initial engagement with Client) are not complete by the service readiness step, then the deployment services will need to be rescheduled;
- All user objects created in the same location within the directory (e.g., Organizational Units [OU] for AD);
- This service is applicable to non-STP Banner environments only;
- Ethos Integration is fully installed and tested in both non-production and production environments;
- Bulk loading of provisioning messages is only available when the provisioning target is on-premise LDAP or AD; and
- This service only aims to set up the configuration of the EUP tool itself. Client is responsible for bringing in any 3rd party (Okta/Azure) knowledge required for an end-to-end implementation.

Client Responsibilities

- Complete the Service Preparation Document in a timely manner prior to the service readiness call;
- Mappings from SIS data to Ethos Integration data models;
- Provide the appropriate resource(s) to assist with deployment of integration components and execute the test plan in the designated non-production environment, and provide timely system support as needed to maintain operation and availability of the designated non-production environment;
- Enable Microsoft O365 (non-production and production) environment via Azure AD Connect synchronization (if applicable);
- Client is responsible for defining role criteria and entering the query into the SIS;
- Client is responsible for defining population selections used in bulk mechanics;
- Client is responsible for all configurations required for an end-to-end implementation within Okta/Azure; and
- Add desired container to directory to store accounts.

Out of Scope

Includes but not limited to:

- Automated creation of Organizational Units;
- Sending welcome emails to newly created users; and
- Roll-back to a previous iteration of the account via EUP itself (Client may implement snapshot/rollback capabilities for AD/Windows if desired).

Evisions FormFusion Template Development and Consulting - Description of Services

Overview

Ellucian provides the following consulting services to Client in support of Client’s implementation of Evisions components in a non-production environment.

Note: Client acknowledges and agrees that Ellucian may elect to engage Evisions, Inc. to provide Client with these services.

High-level Tasks and Deliverables for Evisions FormFusion Template Development and Consulting

Engagement	High Level Tasks	Deliverables
FormFusion Template Design	Ellucian will: <ul style="list-style-type: none"> • Assist the Client in importing a pre-designed template into FormFusion and modifying to Client specifications or in the design and development of a new template in FormFusion; • Assist the Client in setting up the delivery method: print, email, integrate with a web portal or 3rd party imaging solutions; and • Deliver instructions to Client in modifying the electronic templates using the FormFusion Developer Tool, adding in new graphics, changing font sizes, or to add additional information from any database. 	<ul style="list-style-type: none"> • FormFusion template(s)

Client Responsibilities

- Any FormFusion development or consulting services above that mentioned above would require an additional charge to be determined based on the level of effort required. Provide a designated non-production environment representative of the intended production environment for deployment of the Integration that is available for Ellucian to have access and required privileges for the duration of the engagement.
- Provide the appropriate resource(s) to assist with deployment of integration components and execute the test plan in the same designated non-production environment and provide timely system support as needed to maintain operation and availability of the designated non-production environment.
- Develop and deliver test plan.
- Provide test data entered to the designated non-production environment according to the test plan.
- Install the components described herein into a production environment and, in this regard, make the determination as to the appropriate timeframe for this undertaking. Ellucian may provide advisory services during this part of the engagement.

Ellucian Payment Center by TouchNet - Description of Services

Overview

TouchNet, as Ellucian’s subcontractor, provides the Client with the following services for the TouchNet Component System.

High-level Tasks and Deliverables for Ellucian Payment Center by TouchNet

Engagement	High Level Tasks	Deliverables
Defined Engagement and Project Management	Ellucian will: <ul style="list-style-type: none"> A TouchNet Implementation Lead works with the Client's project leaders to review and tailor TouchNet's project plan to illustrate key tasks, for the TouchNet implementation. The Implementation Lead will coordinate installation, configuration, training, and go-live activities with the Client. 	<ul style="list-style-type: none"> Agenda Project Plan
System Testing	Ellucian will: <ul style="list-style-type: none"> TouchNet performs System Integration Testing after the TouchNet Component System is installed and configured to enable integration with the Ellucian Student Information System. TouchNet's testing efforts are not considered to be exhaustive as subsequent testing should be conducted by the Client to confirm adherence with the Client's business rules as well as gain familiarity with the new Payment Center. 	
Training	Ellucian will: <ul style="list-style-type: none"> TouchNet provides the Client training for Payment Center leveraging the Client's non-production environment via LiveMeeting. These sessions are a mix of hands-on training and a review of PowerPoint materials. 	<ul style="list-style-type: none"> Training materials
User Verification Testing	Ellucian will: <ul style="list-style-type: none"> It is the responsibility of the Client to confirm adequate resources and times are allocated to perform User Verification Testing of the new Payment Center. Many new business processes and functions are introduced as a part of the implementation of Payment Center, and it is highly recommended that the Client takes the time during User Verification Testing to validate and refine some of those new processes. 	
Go-live Support	Ellucian will: <ul style="list-style-type: none"> The TouchNet Implementation Lead assists throughout the implementation of the Payment Center. During the go-live and for a period of 2 weeks beyond, the TouchNet Implementation Lead continues to support the Client. 	

Service Assumptions

- Project Management services are included separately as a part of this project.

Client Responsibilities

- Human Resource Needs: The Client will need to identify appropriate project-related resources including, but not limited to, Project Lead, Technical Lead, and key stakeholders to be leveraged for functional requirements and/or functional testing. Business Office or Functional Users of the new Payment Center are critical for requirements as well as testing purposes;
- Datacenter Implementations;
- Technical Requirements: There are 2 items necessary to be completed by the Client's technical staff;
- Provide necessary IP information for Payment Center to access the applicable Student Information System and make necessary changes to firewall(s); and
- Deploy a TouchNet Connect Software component which enables Payment Center to communicate with

the Ellucian Student Information System.

Out of Scope

Includes but is not limited to:

- Student system configurations.

CHANGE MANAGEMENT SOW

Ellucian Strategic Change Management – Description of Services

Overview

This Change Management service connects a Client's strategic goals and the ability to deliver necessary higher education capabilities with the mindset shift required to mature a Client's approach to modernization. The goals of this engagement are to facilitate modernization transformation by helping an institution effectively communicate the benefits/value of the change, embrace a new consistent approach to modernization, instill confidence in the go-forward direction and articulate a joint commitment to the Client's plans while discussing and addressing organizational concerns. A key part of this engagement is establishing a quantitative baseline of a Client's current state in order to re-evaluate progress at the 12-month milestone markers.

The first 3 engagements of this service create the initial strategic alignment framework that informs follow-on services delivery. Understanding a Client's current state landscape is critical to successful change preparation planning. The remaining engagements apply outcomes from the Capability Maturity Assessment and the Cultural Change Propensity Assessment. Ellucian then tailors the services to transform the organizational mindset with a focus on modernization readiness.

High-level Tasks and Deliverables for Ellucian Strategic Change Management

Engagement	High-Level Tasks	Deliverables
Stakeholder Alignment Call	Ellucian will: <ul style="list-style-type: none"> • Introduce this engagement to key Client stakeholders and outline the unique approach to Ellucian Strategic Change Management through a foundation built on the global higher education capability model and discuss: <ul style="list-style-type: none"> ○ Full review of the 12-month program plan; ○ The value of pursuing such a practice for Client; ○ The reasons to pursue such a practice at this time; ○ The outcomes from this engagement; and ○ How Ellucian will assess the impact of this engagement. 	<ul style="list-style-type: none"> • Presentation to key Client stakeholders • Alignment on go-forward plan for delivery
Engagement Kick-Off Workshop	Ellucian will: <ul style="list-style-type: none"> • Provide overview and goals of the change management program to collective team, review the schedule of events and activities for the next 12-months; • Introduce change management concepts and models; • Discuss the value of a Change Leadership Advisory Board to provide direction for change strategies and initiatives; • Facilitate the planning to align people, processes, and technology with modernization transformation; • Assess the Client's strategic outcomes and potential roadblocks associated with achieving these outcomes through the course of the modernization through: <ul style="list-style-type: none"> ○ Initial baseline strategic plan mapping; ○ Voice of the Customer outcome mapping; ○ High-level SWOT discussion; 	<ul style="list-style-type: none"> • Support establishment of institutional Change Advisory Board • Outcome report from workshops

Engagement	High-Level Tasks	Deliverables
	<ul style="list-style-type: none"> ○ A current Client operating model assessment; ○ The PACE layered capability assessment; and ○ A design principles review. 	
Capability Maturity and Cultural Change Propensity Assessments	<p>Ellucian will:</p> <ul style="list-style-type: none"> ● Conduct standard capability maturity assessment across the global higher education capability model to establish a quantitative baseline for current state effectiveness at delivering necessary capabilities across the institution; and ● Conduct a cultural change propensity assessment to gauge current state of change in regard to pace, resistance and acceptance dimensions of change to establish an organization change maturity baseline. 	<ul style="list-style-type: none"> ● Capability maturity assessment results ● Change propensity assessment results ● Presentation of assessment
Create the Foundations for Change	<p>Ellucian will:</p> <ul style="list-style-type: none"> ● Review the findings from the Capability Maturity Assessment and the Cultural Change Propensity Assessment and discuss impacts to organizational growth and modernization; ● Outline considerations for the follow-on engagements informed by the outcomes of the work above – what dimensions of people, process, technology, and data should be considered and where/when to consider them; and ● Present institution specific Change Management plan built on Kotter’s model for change emphasizing the four critical dimensions of transformation – people, processes, data, and technology. 	<ul style="list-style-type: none"> ● Presentation to key Client stakeholders ● Deliver framework for change program
The People Dimension of Change	<p>Ellucian will:</p> <ul style="list-style-type: none"> ● Present the people dimension of transformation; ● Review the impacts of the people dimension impacting the Client that surfaced during the kick-off engagement and follow-on assessments and how to overcome them through this engagement; and ● Discuss how effectively managing the people (cultural) transformation is crucial to influence positive adoption of the changes. 	<ul style="list-style-type: none"> ● Series of related presentations and discussions
The Process Dimension of Change	<p>Ellucian will:</p> <ul style="list-style-type: none"> ● Present the process dimension of transformation; ● Review the impacts of the process dimension impacting the Client that surfaced during the kick-off engagement and follow-on assessments and how to overcome them through this engagement; and ● Review the Ellucian Higher Education Capability Model business process layer and discuss how incorporating that into business process re-engineering at the campus provides a framework for business process alignment. 	<ul style="list-style-type: none"> ● Series of related presentations and discussions ● Client specific business process models

Engagement	High-Level Tasks	Deliverables
The Technology Dimension of Change	Ellucian will: <ul style="list-style-type: none"> • Present the technology dimension of transformation; • Provide the current state to future state modernization awareness for local solution support teams, both functional and technical: <ul style="list-style-type: none"> ○ Delivered functionality modernizations; ○ SaaS extension tooling modernizations; and ○ Changes to application integration patterns. 	<ul style="list-style-type: none"> • Series of related presentations and discussions
The Data Dimension of Change	Ellucian will: <ul style="list-style-type: none"> • Present the data dimension of transformation; • Provide current state to future state modernization awareness for local solution support teams, both functional and technical: <ul style="list-style-type: none"> ○ Data configuration changes, improved data practices; and ○ Reporting environment modernizations. 	<ul style="list-style-type: none"> • Series of related presentations and discussions
Develop New Organizational Practices	Ellucian will: <ul style="list-style-type: none"> • Facilitate development of a go-forward change plan across the people, process, technology, and data dimensions with a continuous improvement framework to implement a lasting change practice; • Facilitate the planning to cultivate buy-in and advocacy among the end users in the campus community; • Conduct training and planning sessions to provide managers with tools to engage with employees about the change initiatives: <ul style="list-style-type: none"> ○ Teach managers to apply ADKAR principles of employee engagement; and • Assist with practicing the activities of the above to engrain new practices into steady-state operations. 	<ul style="list-style-type: none"> • Series of related presentations and discussions • Change practice report
Sustaining Change	Ellucian will: <ul style="list-style-type: none"> • Provide support for sustained change practice through 30/60/90-day check-ins post conclusion of engagement to evaluate impact effectiveness. 	<ul style="list-style-type: none"> • Follow-up report
Engagement Coordination	Ellucian will: <ul style="list-style-type: none"> • Provide project / engagement management and coordination through collaboration and communication to the Client's key stakeholder(s) through: <ul style="list-style-type: none"> • Coordinated meeting schedules; • Routine communication to key stakeholders; and • Regular engagement reports. 	<ul style="list-style-type: none"> • Monthly status and final reports

Service Assumptions

- Per the high-level tasks and deliverables defined within the table; and
- Most engagements are remote; however, some engagements can be scheduled for onsite delivery.

Client Responsibilities

- Engage and actively participate in workshops, meetings, and related discussions;
 - Identify schedules for executives, stakeholders, and working members for sessions;
 - Identify workshop participants and request their participation;
 - Schedule meeting rooms and equipment;
 - Schedule focus groups and interviews with stakeholders;

- Provide a list of workshop participant names and titles;
- Encourage full attendance and active participation from all participants;
- Cooperate with Ellucian in providing timely and relevant information as requested by Ellucian;
- Offer timely response to questions, process assessment clarifications, etc.;
- Provide a current visual representation / documentation of the Client’s relevant business artifacts, to include where applicable:
 - High-level organization structure;
 - Institutional strategic plan(s);
 - Related operating models;
 - Business capability models;
 - Business and technical design principles; and
 - Related business and IT maturity assessments;

Out of Scope

Includes but is not limited to herein.

Ellucian Banner Post-Implementation Services - Description of Services

Overview

Ellucian will provide post implementation support (HyperCare) for each of the Banner functional areas (per table below) for a 6-month post implementation support period. The 6-month period begins when each of the Banner functional areas are fully deployed for 6 months or until the hours proposed have been exhausted.

High-level Tasks and Deliverables for Post-Implementation Services

Engagement	High Level Tasks	Deliverables
Transition to Post-Implementation Support	Ellucian will: <ul style="list-style-type: none"> ● Prior to the beginning of the post-implementation support period in collaboration with the Client will establish the following: <ul style="list-style-type: none"> ○ Setup regular status check-in calls; ○ Outline the process for the Client to reach out to Ellucian for support outside of the regular status check-in, i.e., irregular requests for support or questions; ○ Identify Ellucian and Client key contracts during post-implementation period; and ○ “Office hours” to field questions, respond to identified training refresher needs, etc. 	<ul style="list-style-type: none"> ● Schedule of standard check-in calls ● Procedure for quick irregular response requests
Banner Student	Ellucian will: <ul style="list-style-type: none"> ● Provide Client with a point of contact to escalate, manage, and coordinate support issues; ● Provide guidance and support in optimizing business processes and use of the system; ● Review and discuss open support cases; ● Provide direct communication about Ellucian product critical issues that impact Client’s environment; ● Discuss the implications of applicable Ellucian product information such as roadmaps and product announcements as requested by Client; and ● Provide information and guidance regarding newly created Change Request Defects, Change Request 	<ul style="list-style-type: none"> ● Updated Project Site

Engagement	High Level Tasks	Deliverables
	Enhancements and Ellucian Support Center Knowledge Articles as requested by Client.	
Banner Accounts Receivable	Ellucian will: <ul style="list-style-type: none"> • Provide Client with a point of contact to escalate, manage, and coordinate support issues; • Provide guidance and support in optimizing business processes and use of the system; • Review and discuss open support cases; • Provide direct communication about Ellucian product critical issues that impact Client’s environment; • Discuss the implications of applicable Ellucian product information such as roadmaps and product announcements as requested by Client; and • Provide information and guidance regarding newly created Change Request Defects, Change Request Enhancements and Ellucian Support Center Knowledge Articles as requested by Client. 	<ul style="list-style-type: none"> • Updated Project Site
Banner Financial Aid	Ellucian will: <ul style="list-style-type: none"> • Provide Client with a point of contact to escalate, manage, and coordinate support issues; • Provide guidance and support in optimizing business processes and use of the system; • Review and discuss open support cases; • Provide direct communication about Ellucian product critical issues that impact Client’s environment; • Discuss the implications of applicable Ellucian product information such as roadmaps and product announcements as requested by Client; and • Provide information and guidance regarding newly created Change Request Defects, Change Request Enhancements and Ellucian Support Center Knowledge Articles as requested by Client. 	<ul style="list-style-type: none"> • Updated Project Site

Service Assumptions

- Client will assist Ellucian in setting priorities for post implementation support.
- Ellucian contract information provided to Client departmental staff.

Client Responsibilities

- Assist Ellucian in setting priorities for post implementation support.
- Identify department staff as primary Ellucian contract.

Out of Scope

Includes but not limited to any services not described herein.



ELLUCIAN DATA PROTECTION AGREEMENT

This Data Protection Agreement (“DPA”) forms part of the latest Master Terms and Conditions, Software License & Services Agreement, General Terms and Conditions Agreement, or other underlying agreement (as applicable) between Ellucian and the Client (“Agreement”) pursuant to which the Client may request that Ellucian provide Cloud Software, Cloud Services, Professional Services or Software Support Services (“Services”) by entering into one or more Order Forms.

Definitions

“Data Protection Law” means all laws relating to the Processing of Client Personal Data by Ellucian, each as and when applicable, including but not limited to (i) the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”), (ii) regulation (EU) 2016-679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”) and any applicable national implementing law as amended from time to time, and (iii) the UK General Data Protection Regulation (as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) (the “UK GDPR”).

“Information Security Breach” shall have the definition given to it by applicable Data Protection Law, and at a minimum an event that is known to have resulted in unauthorized access to, or unauthorized use or disclosure of, Client Personal Data.

“Data Subject” means the person to whom the Personal Data relates.

“Data Subject Rights” means the rights provided to Data Subjects under applicable Data Protection Law regarding the Data Subject’s control of their Personal Data, such as the right of access, right to rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, object to the Processing, or the right not to be subject to an automated individual decision making.

“Controller”, “Personal Data”, “Process”, “Processed”, “Processing”, and “Processor” shall have the meanings given to them by applicable Data Protection Law.

In order to adduce adequate safeguards with respect to the protection of Client Personal Data, the parties agree to the following clauses:

Data Protection

- 1. Data Processing Details.** An overview of the categories of Personal Data, the categories of Data Subject, and the nature and purposes for which the Personal Data are Processed is provided in [Exhibit 1](#).
- 2. Customer Processing Responsibilities.** Client warrants that it has all necessary rights to provide the Client Personal Data to Ellucian for the Processing to be performed in relation to the Services, and that one or more lawful bases set forth in the applicable Data Protection Law support the lawfulness of the Processing where applicable. To the extent required by applicable Data Protection Law, Client is responsible for ensuring that all necessary privacy notices are provided to Data Subjects, and unless another legal basis set forth in the applicable Data protection Law supports the lawfulness of the Processing, that any necessary Data Subject consents to the Processing are obtained, and for ensuring that a record of such consents is maintained. Should such a consent be revoked by a Data Subject, Client is responsible for communicating the fact of such revocation to Ellucian.



3. **Confidentiality.** Ellucian shall ensure that persons authorized to Process the Client Personal Data have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality or are under an appropriate statutory obligation of confidentiality.
4. **Processing Instructions.** Ellucian will Process the Client Personal Data only in accordance with the Client's documented instructions. The parties agree that the relevant Order Form and the Agreement contain the documented instructions from Client to Ellucian to Process Client Personal Data as reasonably required to perform the obligations described therein. Client hereby authorizes Ellucian to take such steps in the Processing of Client Personal Data on behalf of Client as are reasonably necessary for the performance of Ellucian's obligations under the applicable Order Form. Additional instructions outside of the scope of the applicable Order Form, including instructions regarding assisting Client with its requirements under Articles 32 to 36 of GDPR or other Data Protection Law, will be agreed by the parties in writing, including any additional fees payable by Client to Ellucian for carrying out instructions that require Ellucian to change or supplement its existing business process and technical and organizational data security measures. Ellucian shall immediately notify the Client if, in its opinion, any instruction infringes applicable Data Protections Law. Such notification will not constitute a general obligation on the part of Ellucian to monitor or interpret the laws applicable to Client, and such notification will not constitute legal advice to Client.
5. **Data Subject Rights.** As between the parties, Client is responsible for responding to Data Subject Rights requests. Ellucian shall, taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is possible and subject to the terms of the Agreement, to enable Client to fulfil Client's obligation to respond to Data Subject Rights requests under applicable Data Protection Law. If Ellucian receives a Data Subject Rights request directly from a Data Subject, Ellucian shall promptly forward the request to Client once Ellucian has identified that the request is intended for Client. Client authorizes Ellucian to respond to any Data Subject who makes a request to Ellucian to confirm with the individual the identity of Client and to confirm delivery of the request to Client. To the extent legally permitted, Client shall be responsible for any costs arising from Ellucian's provision of such assistance.
6. **Subprocessors.**
 - a. Ellucian will limit access to the Client Personal Data to Ellucian's employees, agents, and subcontractors (including Ellucian group companies) who have a need to access such Client Personal Data to perform Ellucian's obligations under the relevant Order Form. Client agrees that Ellucian may use subcontractors to fulfill its obligations under the applicable Order Form so long as Ellucian's relationship with such subcontractors complies with clause (b) below. Ellucian's list of subcontractors will be provided upon request. Ellucian shall inform Client of any changes to the subcontractor list. Client will have 10 days from receipt of Ellucian's notice to object to such changes. If Client fails to object to such changes within the allotted time frame, such changes shall be deemed accepted. If Client timely sends Ellucian a written objection notice, setting forth a reasonable basis for objection, the Parties will make a good-faith effort to resolve Client's objection. In the absence of a resolution, each Party may terminate the portion of the Services which cannot be provided without the subcontractor.
 - b. Ellucian will require that its employees, agents and subcontractors who have access to the Client Personal Data agree to abide by substantially similar restrictions and conditions that apply to Ellucian with regard to such Client Personal Data.
 - c. Ellucian will remain fully responsible for any subprocessor's failure to fulfil their data protection obligations in accordance with the requirements of this DPA.

- 7. Security.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Client and Ellucian shall implement appropriate technical and organizational measures to ensure a level of security of the Processing of Client Personal Data appropriate to the risk. These measures shall include, at a minimum, the security measures set out in [Exhibit 2](#).
- 8. Breach Notification.** Ellucian shall notify Client of an Information Security Breach as soon as reasonably practicable and without undue delay after Ellucian becomes aware and take reasonable steps to mitigate the effects of the Information Security Breach.
- 9. Audit.**

 - a. Upon reasonable prior written notice from Client, Ellucian shall make available to Client such information as is strictly necessary to demonstrate its compliance with this DPA and applicable Data Protection Law and shall, to the extent required by applicable Data Protection Law, allow for and contribute to audits, including inspections, conducted by Client or another auditor mandated by Client. Any costs arising in connection with Ellucian's obligations under this clause shall be promptly reimbursed to Ellucian by the Client upon reasonable request.
 - b. Ellucian uses independent third party auditors at its selection and expense to verify the adequacy of its security measures for Cloud Software and Cloud Services. Client agrees that Ellucian will satisfy Client's right of audit and inspection by providing, no more than once per calendar year upon Client's written request and subject to Client executing a non-disclosure agreement: (i) a copy of the most recent independent security attestation report associated with the provision of Cloud Software or Cloud Services as applicable, and (ii) a copy of Ellucian's then-current information security policies and standards that relate to security controls associated with the Cloud Software or Cloud Services as applicable.
 - c. To the extent Client's audit requirements under the Data Protection Laws cannot reasonably be satisfied through the security attestation report, documentation or compliance information Ellucian makes generally available to its customers, Client shall notify Ellucian in writing and the Parties will engage in discussions to determine reasonable and appropriate means to satisfy such requirements.
- 10. Cross-Border Transfers.** To the extent that Client Personal Data Processed under this DPA and the Agreement originates from a Data Subject in the European Economic Area ("[EEA](#)") or the United Kingdom, Ellucian will ensure that, pursuant to applicable Data Protection Law, if Client Personal Data is transferred to a country or territory outside of the EEA (a "[non-EEA country](#)") or the United Kingdom (a "[non-UK country](#)"), then such transfer will only take place if: (a) the non-EEA country or non-UK country, as applicable, ensures an adequate level of data protection; (b) one of the conditions listed in Article 46 GDPR is satisfied; or (c) for internal transfers within the Ellucian group of companies of Client Personal Data that originates from a Data Subject in the EEA, the Client Personal Data is transferred on the basis of Ellucian's Processor Binding Corporate Rules ("[BCRs](#)"), available at [Ellucian Processor Binding Corporate Rules](#). Client shall have the right to enforce the BCRs: (a) against the Ellucian company that is a party to the Agreement for any breaches of these BCRs or the DPA that Ellucian caused; or (b) against Ellucian Ireland Limited for (i) a breach of the BCRs or this DPA by Ellucian (if the Ellucian company party to the Agreement is located outside the EU); or (ii) a breach of any data processing agreement Ellucian has with an external sub-processor located outside of the EU.
- 11. Return and Destruction.** The parties agree that on the termination or completion of the provision of the relevant Services that are the subject of an Order Form, Ellucian and its subcontractors shall, at the Client's request, return all the Client Personal Data in their possession (if any) and the copies thereof to the Client or shall destroy all the Client Personal Data and certify to the Client that it has done so, unless legal obligations imposed upon Ellucian



prevent it from returning or destroying all or part of the Client Personal Data transferred. In the latter case, Ellucian warrants that it will maintain the confidentiality of the Client Personal Data transferred and will not actively Process (except for storage and deletion) such Client Personal Data.

- 12. FERPA.** The parties acknowledge that the activities contemplated hereunder may permit Ellucian access to Client Data that may be education records regulated by the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations at 34 CFR 99.33, as amended from time to time, regarding the protection of educational records. Ellucian and Client acknowledge that, with respect to educational records accessed by Ellucian hereunder, Ellucian will be designated as a "school official" with legitimate educational interests in such educational records and Ellucian agrees to abide by the limitations and requirements under FERPA which are imposed on school officials. Ellucian agrees not to use or disclose education records received from or on behalf of Client or otherwise under this Agreement except as permitted or required by this Agreement, as otherwise required or permitted by law, or as authorized in writing by the applicable student or Client, and nothing herein shall be deemed to authorize Ellucian to maintain, use, disclose or share educational records in a manner that would violate applicable law or this Agreement. As used herein, "education records", "school official" and other applicable terms shall have the meanings defined under FERPA and its implementing regulations.
- 13. CCPA Compliance.** To the extent that Ellucian receives from Client any "personal information" of any "consumer" subject to the California Consumer Privacy Act ("CCPA") for Processing on behalf of Client pursuant to this DPA, Ellucian and Client shall each comply with all applicable provisions of the CCPA and each Party shall, upon the other's reasonable written request, cooperate in good faith to enter into additional and modified terms to address any amendments to the CCPA or otherwise to ensure the Parties' compliance therewith. To the extent applicable, Ellucian shall be considered a "service provider" to Client under the CCPA, and shall not (a) retain, use or disclose such personal information for any purpose other than for the specific purpose of performing Services under this DPA or as otherwise permitted by the CCPA, including for a valid "business purpose"; (b) retain, use or disclose such personal information for a "commercial purpose" other than providing the Services under this DPA; (c) retain, use or disclose such personal information outside the direct business relationship between Ellucian and Client; (d) combine the personal information received from, or on behalf of, Client with personal information that Ellucian receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, provided that Ellucian may combine personal information to perform any business purpose as defined in regulations adopted by the California Privacy Protection Agency; or (e) "sell" or "share" such personal information. Ellucian understands and certifies that it will comply with the prohibitions outlined herein. For the purposes of this paragraph, the terms "personal information", "consumer", "service provider", "business purpose", "commercial purpose" and "sell" shall have the meanings set forth in the CCPA.
- 14. Conflict.** In the event of a conflict between any provisions of the Agreement and the provisions of this DPA, the provisions of this DPA shall govern and control.

Exhibit 1
Details of Processing

1. **Types of Client Personal Data:** The types of Client Personal Data that will be Processed in the scope of the Agreement are under the control of Client as Controller, and may include, but are not limited to, some or all of the following:
 - a. Identifiers, such as first name, last name, initials
 - b. Education and professional qualifications, such as course/certification enrollment, degrees and schooling information, licenses or professional memberships, professional certifications, resume/CV, training courses completed
 - c. Personal characteristics, such as birth certificate number, date of birth, family/dependent/beneficiary data, gender, height, weight, marital status, mother's maiden name, nationality, photographs or video, weight, leisure/interests/misc. preferences
 - d. Contact details, such as business email address, personal email address, emergency contact details, FAX number, personal assistant contact information, business phone numbers, personal phone numbers, business postal address, personal postal address
 - e. IT and Facility Access/Login Information, such as IP/MAC address, mobile device ID or another unique device identifier, password, username, usage/electronic tracking (IT assets, facilities, or cookies, etc.)
 - f. Professional and employment Information, such as absences and leave from work, date of hire, digitized or other electronic signature, employee ID, employer name, employment benefits information, employment expenses information, employment history/evaluations/disciplinary actions, job position being applied for, other job information (supervisor, department, etc), salary/income/hourly rate/fees/bonus/other, title/occupation, working hours/schedule
 - g. Government Identification Numbers, such as alien registration or Visa number; social security number, passport number, or national ID number
 - h. State/province-issued number or driver's/operator's license number
 - i. Financial Information/Payment Card Industry Information, such as bank/financial account number, credit score or credit report information, credit/debit card expiration date, credit/debit card number, credit/debit card service code/CVV/CVC2/CID number, credit/debit cardholder name, financial transactions details or history, personal identification number, security authentication/login data for an individual's Financial Account
 - j. Other Account/Transaction Information, such as account number (e.g., frequent traveler, TSA, non-financial account), insurance claim information
 - k. Location – location or GPS data
 - l. Wealth/asset information
 - m. Criminal data, such as background check or drug screening results, criminal convictions or offenses

2. **Types of Special Categories/Sensitive Personal Data:** The types of special categories/sensitive Client Personal Data that will be Processed in the scope of the Agreement are under the control of Client as Controller, and may include, but are not limited to, some or all of the following:
 - a. Biometric data
 - b. Blood type
 - c. Genetic data
 - d. Health/medical information
 - e. Medicare or Medicaid numbers (U.S.)
 - f. Political opinions
 - g. Racial or ethnic origin
 - h. Religion or philosophical beliefs
 - i. Sexual orientation or sex life

j. Trade union membership

3. **Categories of Data Subjects:** The categories of Data Subjects whose Personal Data will be Processed in the scope of the Agreement are under the control of Client as Controller and may include Client's current and former (a) students, (b) prospective students, (c) parents or benefactors of students or prospective students, (d) alumni, (e) faculty members, (f) administration, (g) employees, (h) prospective employees, (i) vendors / contractors / agents, and (j) donors.
4. **Nature and purpose of the Data Processing:** The nature and purpose of the Processing is to deliver the Services to Client.
5. **Retention Period:** The duration of the Processing shall be in accordance with the terms of the DPA and applicable Order Form.
6. **Frequency of Transfers:** The recurrence of the transfer of data depends on the frequency of any professional services; support and maintenance required by Client for the Service; and the use of other Services used by Client.



Exhibit 2

Technical and Organizational Measures

This Exhibit 2 contains terms governing information security to which Ellucian will adhere during the Cloud Software Term. Ellucian may modify specific security protections from time to time, but will continue to provide at least the same level of security as on the date this DPA became part of the Agreement.

1. Information Security Program

Ellucian will maintain a global Information Security Program aligned with ISO 27001 that will plan, implement and manage processes on an ongoing basis to meet information security objectives and requirements applicable to the Cloud Software delivered worldwide. The Information Security Program will include demonstrable oversight and commitment from Ellucian senior management. The Information Security Program will also include performing information security risk assessments and implementing treatment plans at appropriate intervals, such as when significant changes to the Cloud Software occur.

2. Information Security Compliance

Ellucian will design and maintain a control environment for the Cloud Software aligned with global information security practices and standards such as ISO 27001 and third party attestation frameworks such as SSAE 18 / SOC 1 and SOC 2.

3. Information Security Policy

Ellucian will maintain an Information Security Policy that is approved by senior management and communicated to employees and applicable third parties. The Information Security Policy will identify roles and responsibilities as well as governing principles and control objectives for information security across Ellucian's global business operations. The Information Security Policy will be reviewed annually and supporting standards, guidelines and procedures will be adjusted as appropriate.

4. Information Security Awareness Program

Ellucian will maintain an employee awareness program to allow employees to understand and fulfill their responsibilities for information security, including requirements for personal data privacy, confidentiality, and non-disclosure of information.

5. Personnel Security

Employees will be screened in accordance with relevant laws and such screening will be proportional to employee roles and responsibilities. Employees and applicable third parties will agree to requirements for confidentiality and non-disclosure of information prior to employment or prior to providing services to Ellucian.

6. Physical Security

Depending on the Cloud Software, Ellucian uses third party cloud computing platforms, including, without limitation, Amazon Web Services (AWS) and Microsoft Azure, who are responsible for protecting the global infrastructure upon which the Cloud Software is delivered. These third party cloud computing platform providers will maintain controls to manage and monitor physical access at both the data center perimeter and building ingress points using security staff, or electronic access control validation.



7. Access Control

Ellucian will authorize access to the Cloud Software only for employees and third parties with a legitimate business need. Controls and mechanisms to authenticate access and monitor and prevent unauthorized access to the Cloud Software and Client Data will also be in place. Ellucian will also maintain appropriate onboarding and termination processes to manage revocation of access to the Cloud Software.

8. Data Security

Ellucian will maintain security controls to safeguard Client Data from unauthorized access, modification, disclosure or destruction, or becoming inaccessible to authorized users. Data protection methods will include restricting and monitoring access to information systems, encrypting data in transit and while at rest when necessary or required, maintaining backups of Client Data, and securely returning Client Data to the Client, or disposing or destroying Client Data in a secure manner using techniques consistent with NIST 800-88 ("[Guidelines for Media Sanitization](#)").

9. Cloud Software Security

Ellucian will protect the confidentiality, integrity and availability of Client Data. Ellucian will maintain safeguards for the security of electronic communications networks. Ellucian will also maintain a change management process to control planned and unplanned changes and the installation of software, manage mechanisms to detect threats such as malware, and recording and monitoring security events to identify anomalous or unauthorized activity.

10. Technical Vulnerability Management

Ellucian will maintain a process and supporting tools to evaluate and resolve technical vulnerabilities within the Cloud Software within reasonable timeframes to address the risk of potential exploitation, or system or data compromise.

11. Third Party Security

Ellucian will maintain a process to identify risks to Client Data that are accessible to subprocessors. The process will ensure that relevant information security requirements are incorporated into business agreements with subprocessors and that relevant subprocessor risks are addressed within reasonable timeframes.

12. Information Security Incident Management

Ellucian will maintain an information security incident management program to respond to security incidents within the Cloud Software. Ellucian will provide timely notification to the Client in the event that the Cloud Software or Client Data is known to have suffered an Information Security Breach. Timely notification is defined as providing notice to the Client as soon as reasonably practicable and without undue delay after Ellucian became aware of the Information Security Breach. Ellucian will further maintain a process to capture and apply knowledge gained from such events to address the likelihood of reoccurrence.

13. Business Continuity Management

Ellucian will implement controls designed to maintain the continued availability of the Cloud Software. Controls will include maintaining a defined business continuity management plan relevant to the Cloud Software that, if interrupted, may result in significant downtime or data loss.



Ellucian Cloud Software Standards

Overview

These Ellucian Cloud Software Standards (“Cloud Standards”) set forth the terms of the Ellucian Cloud Software ordered by Client as defined by the Order Form. These Cloud Standards apply to all Cloud Software unless expressly specified otherwise in the Order Form. Unless otherwise defined herein, capitalized terms will have the definition provided in the Order Form or, if not defined therein, the definitions at <https://www.ellucian.com/assets/en/ellucian-definitions.pdf>.

Ellucian Cloud Software is provided pursuant to the Documentation applicable to the services and the Order Form. Ellucian’s delivery of the Cloud Software is conditioned on Client’s and its users’ compliance with the Client’s obligations and responsibilities outlined in the documents and standards. Ellucian may change these Cloud Standards and referenced documents at its discretion, provided the changes will not result in a material reduction in the performance, functionality, security or availability of the Cloud Software during the term of the Order Form.

Cloud Software is deployed at data centers or third party infrastructure service providers retained by Ellucian, with the exception of certain Cloud Software that are deployed at Client’s data center or a third party data center retained by Client. To the extent that certain Cloud Software require Ellucian to deliver hardware components, including gateway equipment, to Client that enable Ellucian to provide these services, then Client must provide space, power and cooling to deploy the Ellucian equipment, and ensure adequate network connectivity for Ellucian to support the services.

The Cloud Standards are comprised of two sections below. Section A applies to all Cloud Software, whether Software as a Service (“SaaS”) or applications hosted in the Ellucian Cloud (“Managed Cloud”). Section B contains additional terms that only apply to Managed Cloud applications.

SECTION A: TERMS THAT APPLY TO ALL CLOUD SOFTWARE

1. **License to Access and Use Cloud Software.** For the Cloud Software identified in the Order Form, and only during the Cloud Software term, Ellucian grants Client a non-exclusive, non-transferable license to access and use the Cloud Software for Client’s internal use only. This license is further subject to the usage parameters identified in each instance in the Order Form.

2. **Client Responsibilities and Prohibitions.**
 - Client's authorized users will be provided with passwords, and Client must hold the passwords in strict confidence and not transfer, exchange, misuse or abuse the passwords in any way or attempt in any way to disable, deactivate, or render ineffective the password protection of the Cloud Software.
 - Client will be responsible for its users’ compliance with this Order Form.
 - Client will be responsible for the accuracy, completeness, quality, and legality of Client Data and of the means by which it acquired Client Data.
 - Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software and will notify Ellucian promptly of any such unauthorized access or use.
 - Client will use the Cloud Software only in accordance with this Order Form, the Documentation, and applicable laws.
 - Client will not make the Cloud Software available to anyone other than its authorized users.
 - Client will not sell, resell, rent, or lease the Cloud Software.

- Client will not create any derivative works based on the Cloud Software.
- Client will not use the Cloud Software to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
- Client will not attempt to gain unauthorized access to the Cloud Software or related systems or network.
- Client will not use the Cloud Software to communicate, by way of electronic communication or otherwise, any message, data or material that: (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary or privacy rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.
- Certain Cloud Software is subject to additional terms and restrictions as set forth in Software Supplements. Further, Ellucian may utilize certain Third Party Component Providers. With respect to the use of the Third Party Component Providers' services, Client agrees to comply with any third party contractual provisions outlined in the Software Supplements. In all cases, if any terms of a Software Supplement conflict with any other terms of the Order Form, the terms of the Software Supplement will control.

3. **Service Level Agreement.** Ellucian will provide the Cloud Software consistent with the Service Level Agreement (the "SLA") specified in the Cloud Software Documentation.
4. **Software Support Services.** During the Cloud Software term, as part of the subscription fees set forth in the Order Form, Ellucian will provide Software Support Services for the Cloud Software in accordance with the Maintenance Standards. The application of Software Support Services by Ellucian may result in changes in the form, timing, or other features of the Cloud Software. Ellucian will apply the Software Support Services to the Cloud Software to include Maintenance and New Releases.
5. **Backups.** Ellucian will conduct regular backup of Client Data. Backups will adhere to Ellucian's internal backup controls. Ellucian will not be responsible for the accuracy of Client Data but will only be responsible for appropriately backing up the Client Data contained in the Cloud Software. Client may request copies of database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to Client for secure download monthly. Each database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner.
6. **Disaster Recovery.** Ellucian will maintain a disaster recovery plan for the Cloud Software. If the Cloud Software production environment is damaged in whole or in part preventing Ellucian from securely delivering the Cloud Software, Ellucian will failover the primary Cloud Software environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Cloud Software is declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the first transaction is lost or from the time the Cloud Software became unavailable. Ellucian will test its disaster recovery plan annually and will, upon Client's written request, provide Client with a summary of the most recent results. **Note:** Any Cloud Software downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined herein.

7. **Personal Data.** To affect the purposes of an Order Form, Client may from time to time provide Ellucian with certain personal data (Client representing that it has the right to do so in each such instance) of Client's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations ("Client Personal Data"). Ellucian confirms that for so long as it processes Client Personal Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the protection of Client Personal Data set forth in the Data Protection Agreement.
8. **Third Party Components.** Notwithstanding anything herein to the contrary, Ellucian's obligation to provide Client with access to and use of Cloud Software that includes third party services or software ("Third Party Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Component(s) of the Cloud Software in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide Client with access to and use of and Client's obligation to pay Ellucian for the applicable Cloud Software will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.
9. **Fee Adjustments.**
 - 9.1 **FTE** – The fee for certain Cloud Software allows Client to use such Cloud Software for not more than the "Contracted FTE" number where specified in the Order Form. Ellucian reserves the right to perform an annual review of Client's then-current FTE. If Client's actual FTE exceeds the then-current Contracted FTE, Ellucian will have the right to charge additional fees associated with the increase or variation for the time that such increase or variation was in effect, based on Ellucian's then-current standard fees in effect at the time of such increase. Upon the payment by Client of such fee, Client's Contracted FTE will be increased to equal the then-current next tier for Contracted FTE. For avoidance of doubt, Client will in no event be due a credit, refund or fee reduction in the event that Client's actual FTE decreases below the Contracted FTE at any time during the Software term. Client agrees to provide Ellucian with reasonable access to its personnel, facilities, and documentation during normal business hours and with reasonable, prior notice, for purposes of ascertaining Client's then-current FTE.
 - 9.2 **3rd Party Escalators** – Additional fees charged by 3rd party providers due to changes in the fee calculator applied to Cloud Software will be added to the annual fees payable hereunder. By way of example, if a 3rd party database license fee calculator is changed during the Software term resulting in increased fees for the applicable configuration for Cloud Software, then such fee increase(s) will be added to the annual fees payable hereunder.
 - 9.3 **Extraordinary Resource Requirements** – Cloud Software is provisioned to maintain availability levels consistent with the services levels described in the Ellucian Cloud Service Level Agreement. Application performance may be impacted if Client does not disclose relevant information during the discovery process, or if Client does not implement practices recommended by Ellucian. Ellucian is not responsible for application performance issues caused by Client's failure to provide

proper discovery, or Client's failure to implement recommended practices. Further, application performance issues attributable to customer customizations or modifications to Ellucian delivered code may drive the need for additional resource requirements; Ellucian and Client agree in good faith to discuss and develop mitigation plans or the need for additional capacity arising from any such changes. Additional resources may be provided under an Order Form to remedy such application performance issues with the execution of an amendment by duly authorized representatives of each party, and the payment by Client of the applicable associated fees.

- 10. Suspension of Cloud Software.** If Client fails to pay to Ellucian within thirty (30) days after Ellucian makes written demand for subscription fees due for Cloud Software, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of the Cloud Software.
- 11. Delivery.** Ellucian will, as soon as reasonably practical following the Execution Date, provide the necessary process and procedure for Client's access to the Cloud Software in accordance with the Order Form (the date on which Client is provided with this access is the "Delivery Date" for the purposes of the Cloud Software). In providing the Cloud Software under the Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.
- 12. Post Termination Actions.** Upon termination or expiration of the Cloud Software term, Client access and use of the Cloud Software will immediately cease, and Client will have no further access to or use of the Cloud Software. Provided that Client has provided Ellucian with a written request no later than five (5) days after the end of the Cloud Software term, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client Data then in Ellucian's possession, in a commercially reasonable format. Such Client Data will then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention, and disposal policies.
- 13. Use of Client Data.** Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, Client Data solely for the purposes of performing Ellucian's obligations under the Order Form and complying with applicable law; (b) to use and otherwise process Client Data for Ellucian's internal business purposes, including development, analysis and corrective purposes in connection with the Cloud Software, and for otherwise improving and enhancing the Cloud Software or Ellucian's business; and (c) to use or otherwise process Aggregated Data for Ellucian's business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. "Aggregated Data" means data derived from Client Data and data that has been combined into databases which may include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer.
- 14. Limited Warranty; Exclusive Remedy.** Except as otherwise expressly provided for in any Software Supplement, Ellucian warrants that, during the Cloud Software term, the Cloud Software will operate without Defects. For each Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide Client with an avoidance procedure or a correction of the Defect (in accordance with the

Software Support Services provisions and the associated Maintenance Standards). If, despite its reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in the Limitation of Liability, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Ellucian's sole obligation for breach of this limited warranty is contained in this Section. ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE CLOUD SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

- 15. LIMITATION OF LIABILITY FOR CLOUD SOFTWARE.** ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE SUBSCRIPTION FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN UNDER THE ORDER FORM FOR THE CLOUD SOFTWARE GIVING RISE TO THE LIABILITY FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE. IN NO EVENT WILL ELLUCIAN BE LIABLE TO CLIENT FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ELLUCIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN THIS LIMITATION OF LIABILITY WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS ORDER FORM.
- 16. Renewal Terms.** Cloud Software will renew automatically on a year-to-year basis at Ellucian's then-current rates, unless either party provides written notice to the other party at least ninety (90) days prior to the commencement of the applicable renewal term. Ellucian shall provide Client with current rates in writing at least one hundred twenty (120) days prior to the commencement of the applicable renewal term.
- 17. Use of contract by other public institutions.** The parties agree that the contract resulting from this Order Form may be extended to other public institutions of higher education. Each institution allowed to use this contract shall do so independently of any other institution, and it shall only be responsible for its own purchases. No other institution receives any liability by virtue of this Order Form. Ellucian's pricing is based upon each institution's product and service selections, enrollment and utilization metrics. The final price payable by other institutions may differ from Client's price due to differences in selections and metrics, and it will be documented in a separate order form between Ellucian and the other institution.
- 18. International Trade Compliance.** The parties each agree to comply with all applicable export laws, and that all Order Forms are made subject to United States and other jurisdictions' applicable legal requirements regarding exporting and other international trade transactions. Without limitation, Client will not allow the Software, in whole or in part, to be transferred to another party, in any manner or by any means, without in each instance obtaining Ellucian's prior written consent and, if required, authorization from a cognizant government authority. Without limitation, Client is prohibited from directly or indirectly supplying, transferring, exporting (or re-exporting) or providing the ability to copy or download the Software to any individual or organization on the United States Treasury Department's List of Specially Designated Nationals and Blocked Persons, the United States Commerce Department's Denied Persons List or Entity List, or any other U.S. government list of parties

with respect to whom or which the U.S. government imposes restrictions on dealings. Ellucian agrees to provide Client with the export classification status of a software product upon request.

- 19. Publicity.** From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

SECTION B: ADDITIONAL TERMS APPLICABLE TO MANAGED CLOUD

- 1. Standard External Interfaces for Integrations.** Installation and operation of supported applications may require connectivity to, and data processing within, environments external to Ellucian or Client networks. Only the following defined integration paths and integration protocols will be installed and supported under an Order Form: (i) those defined baseline integration paths and integration protocols listed within an Order Form (the “Baseline Integrations”); and (ii) any additional integrations specifically listed in an Order Form.

As it relates to any external interfaces/defined third party integration services as described herein, Ellucian will:

- a. Open appropriate access to the Cloud Environment based on the requirements provided by Client. Access is provided via:
 - i. *Public Internet Access* – Used for public facing applications.
 - ii. *Site-to-Site VPN / Peering* – A VPN will be configured between the Client's network and the Ellucian Cloud. Client's network equipment will be leveraged to provide encrypted access for administrative Application interfaces; as a network path for integrations to on-campus services; or for direct access to Database instances for Client programmers.
- b. Support administrative connectivity to the Cloud Environment from defined IP networks with the following protocols as appropriate: HTTP/HTTPS over public internet paths (for non-sensitive/non-protected data only); SSH, and SSHFS over private paths (Site-to-Site VPN/Peering).
- c. Maintain at least 1Gb/sec bi-directional datacenter connectivity to the Public Internet with diverse providers and physical entrances.
- d. Maintain Internet firewalls to protect the applications from unwanted and inappropriate access. Firewalls shall be configured with a default deny rule for inbound traffic.

As it relates to any external interfaces/defined third party integration services as described herein, Client will:

- a. Submit any new interface or integration requirement requests to Ellucian in writing at least fourteen (14) days in advance.
- b. Provide Ellucian with a point-of-contact for communication of activities, planning and requests/requirements.
- c. Ensure data processing within external interfaces/defined third party integration services is in accordance with instructions Client provides to the external vendor (data processor). As such, all of the contractual terms that would otherwise apply to Ellucian transferring Customer's personal data to data processor shall not apply to the transfer of personal data

from Ellucian to external interfaces/defined third party integration services herein as the transfer is occurring at the Client's direction.

- d. Ensure data processor's connection with Client's Ellucian cloud environment shall be in accordance with defined integration paths and protocols.
- e. Allow Ellucian to terminate the connection and/or data transfer of external interfaces/defined third party integration services if Ellucian deems necessary.

2. Delivery Environment.

- 2.1 Ellucian will deliver the Managed Cloud services from a cloud environment satisfying the requirements of the applications hosted under the Order Form.
- 2.2 Ellucian will be responsible for its own costs related to Ellucian's use of the cloud environment.
- 2.3 Ellucian will be responsible for supplying licenses and functionality for the following items in the cloud environment:
 - a. Backup
 - b. Disaster Recovery
 - c. Internet connectivity
 - d. Load balancing
 - e. Monitoring
 - f. Operating Systems
 - g. Security Scanning

3. Managed Cloud Services Functional Requirements.

- 3.1 Ellucian will host all production and non-production environments identified in the Order Form and all associated applications.
- 3.2 Ellucian will provide Client storage for all applications and associated databases.
- 3.3 Ellucian will provide a secure method for the Client to upload and download files necessary for the primary function of the applications.
- 3.4 Ellucian uses a global delivery model in performing the Managed Cloud services, meaning that Ellucian personnel worldwide may be involved in delivery.

4. Onboarding Services. The Cloud Services project manager is responsible for coordinating the Cloud onboarding activities of the overall ERP Cloud implementation project from Ellucian.

Cloud Services Project Manager Roles & Responsibilities:

- To establish a team from Ellucian Cloud Services to plan, direct, and coordinate the move to an Ellucian Cloud product.
- To serve as the primary point of contact from Cloud Services during the lifecycle of the onboarding and to be responsible for the following tasks:
 - Implementation of Cloud Services protocols for the duration of the onboarding.

- Management of Ellucian onboarding project deliverables.
- Oversight and coordination of communication between the Ellucian Cloud teams and the Customer technical team.
- Creation of a jointly developed onboarding project plan working closely with the professional service team and customer that aligns with the service (< 12 months).
- Management of Cloud scope and delivery timetables to be consistent with the objectives of the onboarding and related activities.
- Establishment and adherence to effective project controls, processes, and procedures.
- Monitor progress and reporting the status of the onboarding plan activities to all stakeholders.
- Partnering with the professional services team to ensure the successful move of Customer data to Cloud environments.
- Coordination and planning of go-live activities and scheduling of the Ellucian Cloud teams and the Customer technical team. Upon successful completion of the Onboarding Project, hand off to Customer Success team.

5. **Ellucian Communications with Client.** During the Cloud Software term, Ellucian will regularly communicate with Client regarding product adoption, upgrades and other projects pertaining to the cloud environment, change management, and problem resolution. In addition, Ellucian will identify a primary point of contact who will act as the point of escalation for any Managed Cloud services-related activities.

6. **Operating System Administration Services.** Ellucian will provide Operating System (“OS”) Administration for the OS environments in the cloud environment. In this regard, Ellucian will be responsible for:

- a. Installations and configurations of the OS environments for application environments.
- b. Maintaining access to and control of special user accounts used for OS administration (i.e. “ROOT” or “Administrator”).
- c. Installation of patches and updates from the applicable vendor(s) for OS environments.
- d. Troubleshooting and resolving OS incidents.

7. **Database and Application Administration Services.** Ellucian will provide Database Administration (“DBA”) services and application administration services for the databases, application homes and application environments as defined in the Order Form.

7.1 Ellucian will:

- a. Install, configure, and update applications as defined in the Order Form, and database environments for vendor-specific systems.
- b. Configure, as defined in the Order Form, baseline application Home environments for vendor-specific systems.
- c. Perform database system level security administration for the database environments.
- d. Perform database and application home clones, system refreshes or replications, for the cloud environment as agreed by the parties up to two (2) requests per month.
- e. Exercise exclusive access and control of DBA privileged or super-user level passwords, to include those application accounts requiring such access, to databases, database instances and applications.

- f. Provide troubleshooting and diagnostic support for the databases, database instances and database homes.
- g. Provide troubleshooting and diagnostic support for the applications, application configurations and application homes.
- h. Provide reasonable assistance with application maintenance issues requiring database and application administration knowledge and experience for designated applications.
- i. Perform tuning and adjusting of database and database instance, and application parameters and configurations based on the specific vendor's recommendations, input from users, and response time sampling based on Ellucian's standard practices for designated applications.
- j. Communicate with third party vendors or other Ellucian business units to resolve escalated issues as they arise for designated applications.

7.2 Client will:

- a. Appoint or provide a user liaison to coordinate and perform the application security administration functions and duties as requested by the Client for the applications.
- b. Appoint or provide user liaison(s) to coordinate and perform the application configuration administration functions and duties as requested by the Client for the applications.
- c. Appoint or provide a single named user liaison to coordinate ERP activities of patches and upgrades for the applications.
- d. Provide for programmers, analysts and user liaisons to research or review custom code, data level problems or data integrity issues for the applications, and to develop and/or correct Client-developed customizations to applications.
- e. Maintain active software support contracts with Ellucian and third party vendors for all applications such that the appropriate vendor will provide personnel to develop and/or correct code in the applications as needed.
- f. Provide functional, technical programming and user liaisons to provide troubleshooting of application issues and to communicate with the applicable software vendor, including opening support contacts with the applicable software vendor.
- g. Perform the function of the job and job stream management role, if applicable; and be responsible for creating, maintaining, and troubleshooting application jobs and job streams submitted either through the application or in a supported scheduling system.
- h. Provide support for all user functions, management and other applications not defined in the Order Form.
- i. Communicate any applicable database or application software standards and procedures for access to designated systems to participating students, faculty, staff and alumni.
- j. Provide all end-user workstation and mobile device desktop and peripherals support for the applications.
- k. Provide support for all user reporting for applications (including those applications defined in the Order Form), including other ancillary third party systems.

8. Systems Monitoring. Ellucian will monitor the cloud environment on a 24x7x365 basis.

8.1 Ellucian will monitor the application components and the cloud environment for availability.

8.2 Client will allow Ellucian-based remote services monitoring and security tools reasonable access to the applications.

9. **Managing Service Requests.** Ellucian will deploy an Information Technology Service Management (“ITSM”) tool capable of providing for service incident management, service request fulfillment, change management and knowledge management. Ellucian will adhere to internal change and incident management controls.

9.1 Ellucian will:

- a. Deploy a self-service web portal for the reporting of service incidents, service requests and change requests.
- b. Provide necessary training to Client’s IT staff on the utilization and documentation of requests via the ITSM Self-Service Module.
- c. Provide a service desk with a U.S.-based toll-free phone number monitored on a 24x7x365 basis (including site holidays). Please note that the service desk does not provide end-user support for the applications supported in the Order Form.
- d. Escalate unresolved service incidents or service requests as designated in Ellucian’s incident management process.

9.2 Client will provide Ellucian with current and updated contact information.

10. **Conditions to offer Managed Cloud Services.**

10.1 Ellucian will:

- a. Schedule maintenance windows to perform upgrades to new releases of Cloud Software. Client will receive notification at least two weeks in advance for any maintenance windows requiring production environments to be unavailable. Ellucian reserves the right to perform emergency maintenance (for example, to restore Cloud Software or remediate security vulnerabilities) without any prior notification, should it be deemed necessary to protect and maintain the security, availability, or integrity of the Cloud Software.

10.2 Client will:

- a. License all applications listed in the Order Form to permit the applications (and other necessary components as reasonably determined by Ellucian and agreed to and approved by Client in writing) to be installed and used on the cloud environment.
- b. Permit and schedule required downtime within reasonable timeframes for the applications and underlying systems for upgrades and maintenance. Client shall not require Ellucian to perform systems maintenance to the production systems while end users, staff, faculty or other users are using such systems. Certain non-production maintenance activities require terminating user access to the applications.
- c. Consult with Ellucian for projects to establish requisite lead times, and Ellucian shall not be responsible for delays or failure to meet Client’s expectations if adequate lead time is not provided.
- d. Bear the cost of all Client-maintained customizations and customized code enhancements required to operate within the cloud environment to the extent not expressly provided through the Order Form.
- e. Not, without the express written consent of Ellucian (such consent not to be unreasonably withheld or delayed), (i) install additional software on, (ii) require additional software to be installed on, or (iii) modify applications or any other software or systems installed on or within, the cloud environment.

Ellucian Cloud Service Level Agreement

1. Coverage and Terminology.

This Service Level Agreement (the “SLA”) applies to the production Cloud Software instance supported under the Order Form.

Availability: “Availability” means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the production Cloud Software is available for remote access by Client as measured by Ellucian pursuant to the Service Level Objectives defined in the Service Level Objective section below.

Measurement: Availability is measured as the ratio of actual Availability to expected Availability resulting in an “Achieved Availability” percentage. Achieved Availability is determined by calculating the aggregate minutes, during the periods the production Cloud Software instance is scheduled to be available (“Scheduled Uptime”), that the production Cloud Software instance is unavailable for use by Client (“Unscheduled Outage”), divided by the total aggregate minutes of scheduled Availability for the month which is Scheduled Uptime minus the time the production Cloud Software is scheduled to be unavailable with Client agreement (“Scheduled Downtime”), and rounded to the nearest 10th (tenth) unless otherwise indicated in the specific SLA definition. The “Achieved Availability” calculation is expressed as:

Achieved Availability = 1 – (Unscheduled Outage / (Scheduled Uptime - Scheduled Downtime))

For the avoidance of doubt, the unavailability of the production Cloud Software instance as a result of scheduled maintenance and emergency maintenance windows will not be considered a service outage and will not give rise to Service Level Credits.

2. Service Level Objective.

Ellucian aims to achieve one hundred percent (100%) Availability for the production Cloud Software instance. Each Cloud Software product’s committed Availability is documented in its Product Specification located at <https://www.ellucian.com/contracts-and-documentation> (the “SLA Availability”). Subject to the terms in this SLA, Ellucian will provide the SLA Availability for the production Cloud Software instance for each Cloud Software product.

A monthly Availability report will be made available within ten (10) business days following Client’s written request.

3. Service Level Credits.

Except under the conditions mentioned in the Conditions section below, if the Availability of the production Cloud Software instance is less than its documented SLA Availability, Ellucian will issue a credit (a “Service Level Credit”) to Client according to the following table.

<i>Production Cloud Software</i>	
Availability	Service Level Credit Issued by Ellucian *
>= SLA Availability	None
99.00% - SLA Availability limit	5% of applicable monthly fee
97.00% - 98.99%	10% of applicable monthly fee
95.00% - 96.99%	15% of applicable monthly fee
92.00% - 94.99%	20% of applicable monthly fee
<92%	25% of applicable monthly fee; plus 7% for each additional 3.3% of total downtime in the applicable calendar month, up to a maximum of 100% of the applicable monthly fee

* For the avoidance of doubt, and without limitation, Service Level Credits are subject to the terms and conditions provided for in Section 5 (“Service Level Credit Request, Payment Procedures”) of this SLA.

4. **Conditions.**

- 4.1 Client will not receive any Service Level Credits under this SLA in connection with any failure or deficiency caused by or associated with any of the following:
- Outages, delays, or latency elsewhere on the Internet (including but not limited to upstream internet service providers (ISPs)) that hinder access to the Cloud Software;
 - Scheduled maintenance, to the extent provided herein, and emergency maintenance and upgrades;
 - Domain Name Server (DNS) issues and DNS propagation outside the direct control of Ellucian;
 - Browser or DNS caching that may make the production Cloud Software appear inaccessible when others can still access it;
 - False SLA breaches reported as a result of outages or errors of any Ellucian measurement system;
 - File transfer, email or webmail delivery and transmission;
 - Circumstances beyond Ellucian's reasonable control;
 - Any issues caused by the action of third party software, contractors, or vendors (other than third parties authorized by Ellucian); or
 - Functional Cloud Software setup, configuration, or functionality outside the scope of the Order Form.
- 4.2 Ellucian is not responsible for localized incidents affecting a subset of the population. Further, Ellucian is not responsible for intermittent availability issues such as those that cannot be documented, measured, or repeated.

5. **Service Level Credit Request, Payment Procedures.**

- 5.1 As part of Ellucian's obligation to provide the Cloud Software, Ellucian will provide oversight for monitoring this SLA utilizing the availability metrics information provided through the use of an industry standard monitoring tool (such tool will be the authoritative system for service level measurement under this SLA). Utilizing this output, and in order to receive a Service Level Credit, Client must make all Service Level Credit requests by opening a case via Ellucian's ticketing system. Each Service Level Credit request in connection with this SLA must include Client's account name and the dates and times of the unavailability of the production Cloud Software and must be received by Ellucian within thirty (30) days after such production Cloud Software was not available as defined herein. If Ellucian can confirm the unavailability, and after Ellucian performs a root cause analysis which identifies that the production Cloud Software was the cause of the unavailability, then Service Level Credits will be applied within two (2) months after Ellucian's receipt of Client's Service Level Credit request.
- 5.2 The Service Level Credit percentage will be based on the amount of the Cloud Software fee paid by Client for Cloud Software for the month being measured. Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA will in no event exceed the total Cloud Software fee paid by Client for such month. Service Level Credits are exclusive of any applicable taxes charged to Client or collected by Ellucian. Such Service Level Credits are Client's sole and exclusive remedy with respect to any failure or deficiency in the production Cloud Software. No Service Level Credits will be issued for non-production environments.
- 5.3 Note: Service Level Credits are not refundable and can be used only towards future billing charges for the Cloud Software. Provided, however, if a Service Level Credit is due in the last billing cycle of the Cloud Software Term, then the Service Level Credit will be applied against the fees due in the last billing cycle of the Cloud Software Term or refunded, as the case may be.