

**ADDENDUM TO THE MANAGED SERVICES AGREEMENT**

<b>Client Name</b>	Rancho Santiago Community College District
<b>Underlying Agreement</b>	This Addendum amends and is made subject to the terms and conditions of the Managed Services Agreement dated September 25, 2015 between Client and Ellucian, as amended ("Agreement").

**BACKGROUND:** Currently, the Hosting Services that Ellucian is providing to Client are as outlined on Exhibit 1-C of the Agreement. Client and Ellucian have agreed to modify the Hosting Services as outlined on the Exhibit 1 attached to this Addendum, and also agree to amend the terms and conditions of the Agreement as outlined below:

**1. General Indemnity.** Ellucian will indemnify, defend and hold Client harmless from and against any and all liability, claims, losses and damages for death, or bodily injury, or damage to tangible physical property, to the extent proximately caused by the negligent acts or omissions of Ellucian. Ellucian's obligations 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 in a manner that is reasonably acceptable to Client's counsel to facilitate the settlement or defense of the claim.

**2. Choice of Law; Severability.** The Agreement will be governed by and construed under the laws of California without reference to the choice of laws provisions thereof. If any provision of the Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

**3. Security Breach.** With respect to Client Personal Data, in the event of a "Security Breach" as defined by applicable state or federal law, to the extent caused by Ellucian's negligence or willful misconduct, Ellucian shall be responsible to pay for, or reimburse Client for, the following, to the extent applicable, up to the limit specified in Section 4.2 of this Addendum: (1) reasonable attorneys' fees incurred by Client in furtherance of Client's obligations with respect to the Security Breach; (2) the cost of notifying appropriate law enforcement agencies, government regulatory authorities and affected customers/students; and (3) two (2) years of credit monitoring services for Client's affected customers/students/faculty members/employees, provided by a reputable credit monitoring services provider.

**4. LIMITATIONS OF LIABILITY; EXCLUSION OF DAMAGES.**

4.1 FOR ANY CLOUD SOFTWARE, CLOUD SERVICES OR SOFTWARE LICENSED PURSUANT TO AN ADDENDUM, AMENDMENT, OR ORDER FORM, ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN FOR SUCH SOFTWARE OR SERVICES UNDER THE APPLICABLE AGREEMENT FOR THE NINE (9) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE.

4.2 THE LIMITATIONS PROVIDED IN SECTION 4.1 ABOVE SHALL NOT APPLY TO COSTS THAT ELLUCIAN HAS AGREED TO PAY FOR A SECURITY BREACH AS DESCRIBED IN SECTION 3 ABOVE, WHICH COSTS ARE INSTEAD LIMITED SO AS NOT TO EXCEED \$500,000.

4.3 EXCLUSIONS. IN NO EVENT WILL EITHER ELLUCIAN OR CLIENT BE LIABLE 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, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 4 WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THESE MASTER TERMS AND CONDITIONS. NOTWITHSTANDING



ANYTHING TO THE CONTRARY, NOTHING IN THIS SECTION 4 SHALL LIMIT OR OTHERWISE APPLY TO CLIENT'S BREACH OF ANY SOFTWARE LICENSE GRANT.

5. **Other Service Providers.** Client reserves the right to enter into other agreements for services additional or related to the subject matter of this Addendum, and Ellucian agrees to reasonably cooperate fully with these other providers and with the Client. When requested by Client, Ellucian shall reasonably coordinate its performance under this Addendum with such additional or related service providers. Ellucian shall not interfere with the work performance of any other service provider or Client employee.

6. **Early Termination.** This Addendum may be terminated as follows unless otherwise specified herein:  
(a) Mutual: The parties may terminate this Agreement at any time by their written agreement.  
(b) Bankruptcy: Notwithstanding any other provision herein, Client may terminate this Addendum immediately by written notice to Ellucian in the event Ellucian files for Bankruptcy.

7. **Access to Records.** During the Hosting Services Term and for a period of three years after termination, Ellucian shall permit the Client and its authorized representatives to review all Ellucian books, documents, papers, plans, and records, electronic or otherwise ("Records"), related to this Addendum as required by law. Ellucian shall maintain all Records in accordance with generally accepted accounting principles so as to document clearly Ellucian's performance of the services. Following final payment and termination of this Addendum, Ellucian shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Addendum, whichever date is later.

8. **Insurance.** Ellucian, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.  
a comprehensive Commercial General Liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury, broad form property and blanket contractual liability, written on an "occurrence" form;  
Professional Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000);  
Workers' Compensation insurance as required by statutory insurance requirements; and  
Automobile Liability covering all non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000) and  
Cyber Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) for each occurrence and aggregate for the policy period.  
Other Insurance Provisions  
Acceptability of Insurers. Unless otherwise acceptable to the Client, all insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII, or approved by the Surplus Lines Association to do business in California.  
Verification of Coverage. Ellucian shall furnish the Client with original certificates of Insurance required by this Agreement. All certificates are to be received and approved by the Client before commencement of the Services. However, failure to obtain the required documents prior to the commencement of Services shall not waive Ellucian's obligation to provide them.

Description	Monthly Fees <sup>1,2</sup>
The Services to be provided during the Hosting Services Term of this Addendum will commence on August 1, 2019 (the "Commencement Date of this Addendum") and will terminate on October 14, 2020 (the "Expiration Date of this Addendum"). The period between the Commencement Date of this Addendum and the Expiration Date of this Addendum will be referred to as the "Hosting Services Term" of this Addendum. During the Hosting Services Term of this Addendum, the Services to be provided by Ellucian as set forth on Exhibit 1-C – Application Hosting Services Statement of Work attached to the Agreement are superseded and replaced by the	See Payment Schedule Below

Exhibit 1 – Application Hosting Services Statement of Work attached to this Addendum. <sup>3</sup>	
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**Notes:**

- <sup>1</sup> Ellucian will submit monthly invoices for the monthly fee listed above. Invoices will be issued monthly by Ellucian in accordance with the invoicing provisions of the Agreement. Payments are to be remitted in accordance with the payment terms of the Agreement. For the avoidance of doubt, the amounts indicated above supersede and replace any amounts previously listed for the period of July 1, 2019 through October 14, 2020.
- <sup>2</sup> Ellucian’s travel and living expenses will be Ellucian’s sole responsibility. Client shall not be responsible for reimbursing or otherwise paying or compensating Ellucian for any travel or living expenses associated with the delivery of the services outlined in this Addendum.
- <sup>3</sup> During the Hosting Services Term, upon thirty (30) days written notice to Ellucian, Client has the right to request that either one or both of the Product Components “Colleague PROD DB & App Server Upsize (m4.10x.)” and/or “Ellucian Content Management (ECM) Perceptive ImageNow” listed on Schedule A of the attached Exhibit 1 be removed from the Services provided by Ellucian under the Agreement. The Agreement will be amended to include the appropriate sizing for the environment and reflect the then-current fees for the remaining Services.

**Payment Schedule:**

MONTH	2019-2020	2020-2021
July	-	\$66,007
August	-	\$66,007
September	-	\$66,007
October	-	\$33,003
November	-	-
December	\$175,546	-
January	\$66,007	-
February	\$66,007	-
March	\$66,007	-
April	\$66,007	-
May	\$66,007	-
June	\$66,007	-

By the execution of this Addendum, each party represents and warrants that it is bound by the signature of its respective signatory. The Agreement, as amended by this Addendum, remains unchanged and in full force and effect.

**Ellucian**

**Client**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Client**  
Billing Contact Information

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

## EXHIBIT 1

### APPLICATION HOSTING SERVICES STATEMENT OF WORK ("SOW")

1. **Definitions.** The defined terms in the Agreement will have the same meaning in this SOW unless the context clearly indicates otherwise. In addition to the defined terms in the Agreement, the following defined terms will apply to this SOW:
  - 1.1 *"Agreement"* means the Agreement, Work Order or Amendment to which this SOW is attached.
  - 1.2 *"Application(s)"* means the application software modules listed in the Application Inventory in Schedule A, that are purchased or licensed by Client (or provided by Ellucian for Client's benefit) and installed on the Cloud Environment.
  - 1.3 *"Application Configuration Administration"* means the setting and adjusting of Application global, system, class, and/or user-specific defined data elements that affect the functionality or display of the Application, and for those which are modifiable only through vendor-delivered Application entry screens, forms, processes or utilities, for the Applications supported under this SOW.
  - 1.4 *"Application Home"* means the specific set of software code, or software code tree, used for the process of running a specific Application.
  - 1.5 *"Application Security Administration"* means the granting and revoking of global, class, and/or user-specific data entry forms, processes, and reports, through baseline (i.e., general release without modification) and delivered Application screens and utilities, for that which are accessed or run by end users and/or used by the Applications supported under this SOW.
  - 1.6 *"Client System(s)"* means the Applications and data, which are installed on or reside on the Cloud Environment.
  - 1.7 *"Cloud Environment"* means the computing and networking resources (including servers, storage systems, backups systems, and network access components) provided or used by Ellucian.
  - 1.8 *"Core Component"* means the Application(s) which provides the primary functionality which the majority of the user population interfaces with on a regular and ongoing basis.
  - 1.9 *"Database"* means the physical data files tied to one or more Database Instances.
  - 1.10 *"Database Instance"* means the logical set of resources and node-specific configuration files required to operate a Database.
  - 1.11 *"ERP"* means enterprise resource planning.
  - 1.12 *"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.
  - 1.13 *"Hosting Services"* means the hosting services provided by Ellucian for the Applications, as described in this SOW.
  - 1.14 *"Hosting Services Term"* means the term during which Ellucian will provide the Hosting Services, as otherwise provided for in the Agreement.

- 1.15 *“Production”* means the specific Applications (as well as the Database Instances, Databases, and Cloud Environment running the Applications) which are exclusively used as the single authoritative and “live” system the Client interacts with for transactional processing. Production excludes any and all testing, training and/or other non-live Application or environment instances.
- 1.16 *“Schedule A”* means the Schedule attached to this SOW as Schedule A and labeled “Service Configuration and Systems Inventory.”
- 1.17 *“Schedule B”* means the Schedule attached to this SOW as Schedule B and labeled “Service Level Agreement.” The Service Level Agreement is also referred to as the “SLA.”
- 1.18 *“Schedule C”* means the Schedule attached to this SOW as Schedule C and labeled “Standard Maintenance Windows.”
- 1.19 *“Schedule D”* means the Schedule attached to this SOW as Schedule D and labeled “Information Security Addendum.”
- 1.20 *“Service Incident”* means a disruption to normal service operations.
- 1.21 *“Service Request”* means a request by an authorized user for information, advice, access, role change or other inquiry that may facilitate a change to the current state of Client’s System or Cloud Environment.
- 1.22 *“Transition”* or *“Transition Services”* means and refers to the process of planning, directing and coordinating the migration of IT knowledge, systems, processes, data and capabilities from the Client and/or other third parties to Ellucian for delivery of the Applications.
- 1.23 *“VPN”* means an encrypted, secure virtual private network pathway used for the purpose of remote connectivity.

## **2. Delivery Environment.**

- 2.1 Ellucian will deliver the Hosting Services from a Cloud Environment satisfying the requirements of the Applications hosted under this SOW. The Cloud Environment will align with the security controls and attributes set forth in the Information Security Addendum attached hereto as Schedule D.
- 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. Hosting Services Functional Requirements.**

- 3.1 Ellucian will host all Production and non-Production environments identified in Schedule A and all associated Applications. Ellucian will maintain active agreements and contracts with third party providers, as described in section 15 below, necessary to deliver the services scoped in this Addendum to Client.
- 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 Hosting Services, meaning that Ellucian personnel worldwide may be involved in delivery.

#### 4. **Information Security.**

Please refer to the Information Security Addendum attached hereto as Schedule D.

- 5. **Transition Services.** Ellucian will establish a team (the “Transition Team”) to be led by a Transition Manager. The Transition Team will plan, direct and coordinate the migration of IT knowledge, systems, processes, data and capabilities from the Client and/or third parties to Ellucian for the delivery of the Applications. The timeframe for any Transition Services will be based on the project scope/requirements and will be finalized and agreed upon by the parties during or promptly following the initial meeting between Ellucian and Client.

The Transition Manager will be Ellucian’s primary Cloud point of contact during performance of the Transition Services as described herein. The Transition Manager will be responsible for:

- a. Managing Transition deliverables, including the charter, schedule, and Client Care/portal site.
  - b. Overseeing communications and delivering according to a plan jointly developed and agreed upon by the parties.
  - c. Confirming all resources involved in the Transition Services have a common understanding of the needs of both businesses as well as the project deliverables.
  - d. Managing scope and delivery timetables to be consistent and complementary with the objectives of the Transition Services.
  - e. Monitoring progress and reporting the status of the Transition Services to all stakeholders.
- 6. **Ellucian Communications with Client.** During the Hosting Services 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 Hosting Services-related activities.
  - 7. **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.
  - 8. **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 Schedule A.

8.1 Ellucian will:

- a. Install, configure, and update Applications as defined in Schedule A, and Database environments for vendor-specific systems.
- b. Configure, as defined in Schedule A, 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 from system backups, 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.

## 8.2 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 this SOW.
- 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 this SOW), including other ancillary third party systems.

## 9. **Backups and Disaster Recovery.** Ellucian will back up the Applications. Backups will adhere to Ellucian's internal backup controls. Ellucian will not be responsible for the accuracy of data in the Client's Databases and Applications, but will only be responsible for appropriately backing up the data in the Databases and Applications supported under this SOW.

### 9.1 **Backups.** Ellucian will conduct regular backup of all data and configuration files required for availability of Hosting Services. The retention of this data is separated into the following components:

- *Database* – backups will be retained for three (3) months
- *Point in Time* – backups will be retained for one (1) week

These durations are provided as part of the standard Hosting Services. At the end of these durations, the oldest copies of files will be deleted.



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 on a monthly basis. 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.

9.2 **Disaster Recovery.** Ellucian will maintain a disaster recovery plan for the Production environments within the Hosting Services. If the primary Cloud Environment is damaged in whole or in part preventing Ellucian from securely delivering the Hosting Services, Ellucian will failover the primary Cloud Environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Hosting Services are 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 Hosting Services 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 Hosting Services downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined in Schedule B.

10. **Systems Monitoring.** Ellucian will monitor the Cloud Environment on a 24x7x365 basis.

10.1 Ellucian will monitor the Application components and the Cloud Environment for availability.

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

11. **Standard External Interfaces for Integrations.** Installation and operation of supported Applications may require installation of third-party applications, which may require connectivity to environments external to Ellucian or Client networks. Only the following defined integration paths, integrations and interfaces will be installed and supported under this SOW: (i) those defined baseline integration paths, integrations and interfaces listed in Section 11.2 below (the "Baseline Integrations"); and (ii) any additional integrations and interfaces specifically listed in Schedule A.

11.1 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 Applications such as Portal and Self-Service.
  - ii. *Site-to-Site VPN* – A pair of VPN routers is configured, shipped, monitored, and maintained by Ellucian 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. The Site-to-Site VPN will be configured with industry standard encryption protocols.
- b. Support administrative connectivity to the Cloud Environment from defined IP addresses or IP network subnets with the following protocols as appropriate: HTTP (for non-sensitive/non-protected data only); HTTPS; FTPS; SSH.
- 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.

11.2 **Baseline Integrations** – The following are included as part of the Hosting Services:

Baseline Integrations		
Function	Path	Protocols
Upload or Download Data	Internet, Site to Site VPN, Cloud Peer	Secure File Transfer
System Printing from ERP	Site to Site VPN, Cloud Peer	UNIX Print
Directory Authentication*	Site to Site VPN, Cloud Peer	Secure LDAP
Integrations through Ellucian's standard web services APIs	Internet, Site to Site VPN, Cloud Peer	HTTP/Secure HTTP

\*Authentication is based on Client's directory.

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

- a. Submit any new interface or connectivity 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.

12. **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.

12.1 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 this SOW.
- d. Escalate unresolved Service Incidents or Service Requests as designated in Ellucian's incident management process.

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

13. **Conditions to offer Hosting Services.** In order for Ellucian to provide the Hosting Services, Client will be responsible for the following:

- a. Licensing all Applications listed in Schedule A 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. Paying for any upgrades (i.e., SSL purchase and renewals, compiler purchase and renewals) that are reasonably necessary or required to operate the Applications located within the Cloud Environment as appropriate.
- c. Permitting and scheduling 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.
- d. Consulting 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.
- e. Bearing 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 this SOW.

- f. Not, without the express written consent of Ellucian (such consent not to be unreasonably withheld or delayed), (i) installing additional software on, (ii) requiring additional software to be installed on, or (iii) modifying Applications or any other software or systems installed on or within, the Cloud Environment.
  - g. To the extent that this SOW provides for Ellucian to host any software that was not licensed to Client by Ellucian (“Other Vendor Software”), Client’s execution of the Agreement constitutes a warranty and representation by Client that Client has obtained all rights required or appropriate to enable Ellucian to provide the Hosting Services and other services in connection with such Other Vendor Software, without the payment of any amounts or the provision of any additional consideration by Ellucian to the licensor of such Other Vendor Software or to any other person or entity whatsoever.
  - h. Further, Ellucian will not be responsible for the operation and maintenance of Other Vendor Software unless specifically set forth in Schedule A. Client will be solely responsible for obtaining the right for Ellucian to have access to and use all software (inclusive of database and middleware) and resources in order for Ellucian to perform the Hosting Services, including without limitation all permissions and sublicenses required from third party vendors (“Third Party Access Rights”). Ellucian will not be liable for Client’s failure to secure sufficient Third Party Access Rights licenses. In addition, Ellucian will not be responsible for non-performance if Ellucian’s non-performance is caused by Client’s failure to obtain the requisite Third Party Access Rights. Ellucian will not be liable for any damages suffered by Client by reason of any failure or non-performance in Other Vendor Software or third party hardware. Upon request, Client will provide documentation to Ellucian of its licenses for Other Vendor Software prior to Ellucian making adjustments to the resources used to provide the Hosting Services.
14. **Lawful Use.** The Client’s System may not be used in any manner that would violate or infringe upon any applicable laws, copyrights, trademarks, trade secrets, right of publicity, right of privacy or any other right of any person or entity. The Client’s System may not be used to access or store any material which is obscene, libelous or defamatory. Hosting Services may not be used for the purpose of transporting or storing any material, which is obscene, libelous or defamatory. Client must also comply with appropriate use requirements for other non-Ellucian networks Client may access through Client’s System or the Hosting Services.
15. **Third Party Providers.** Ellucian may utilize certain third party providers for the provision of certain hosting services, including, but not limited to, infrastructure and components. Ellucian currently utilizes Amazon Web Services (“AWS”) for the provision of the Hosting Services. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <http://aws.amazon.com/legal>.
16. **Price Escalators.** The annual fee for the Hosting Services will not increase during the initial Hosting Services Term except as stated below. All additional fees will be in effect for the remainder of the Hosting Services Term.
- 16.1 *FTE.* The fee for the Cloud Software allows Client to use the Cloud Software for not more than 30,000 FTE (the “Contracted FTE”). 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.
- 16.2 *Applications* – The Applications for which the Hosting Services are provided are listed in Schedule A. Additional Applications will not be hosted under this Agreement without the execution of an amendment by duly authorized representatives of each party, and the payment by Client of the applicable associated fees. Applications and/or Components may be removed from Schedule A upon mutual written agreement

between the parties in the form of an amendment to the Agreement. Ellucian shall remove the costs associated with any Applications and/or Components that are removed from Schedule A from the fees that are charged to Client.

- 16.3 *Integrations* – Integrations covered by the Hosting Services are listed in Schedule A. Additional integrations, integration paths and/or interfaces will not be covered or supported under this Agreement without the execution of an amendment by duly authorized representatives of each party, and the payment by Client of the applicable associated fees.
- 16.4 *3rd Party Escalators* – Additional fees charged by 3rd party providers due to changes in the fee calculator applied to installed Hosting Services will be added to the Hosting Services Fee. By way of example, if a 3rd party database license fee calculator is changed during the Hosting Services Term resulting in increased fees for the applicable configuration used in the Hosting Services, then such fee increase(s) will be added to the Hosting Services fee.
- 16.5 *Extraordinary Resource Requirements* – Hosting Services are provisioned to maintain reasonable Application performance levels under normal usage. 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. Additional resources will not be provided under this Agreement to remedy such Application performance issues without the execution of an amendment by duly authorized representatives of each party, and the payment by Client of the applicable associated fees.

## 17. **Events Upon Termination.**

- 17.1 Upon termination or expiration of the Hosting Services Term, Client access and use of the Hosting Services will immediately cease, and Client will have no further access to or use of the Hosting Services. All license and support agreements for Ellucian Applications installed on the cloud environment will remain active, provided that Client has a current subscription or active agreement for such Application. The availability and support of such license and support agreements are independent of the Hosting Services and the Client has the right to choose where to host such Applications.
- 17.2 Upon termination or expiration of the Hosting Services Term, provided that Client has provided Ellucian with a written request at least thirty (30) days prior to the end of the Hosting Services Term, Ellucian will, at no additional charge to Client, promptly provide Client with (a) a copy of the current Database; (b) a copy of the current code tree or related Application files that may have been modified from installation; and (c) any other Application data files for in scope Applications that contain Client content. Such Client data will then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention and disposal policies.
18. **Ellucian Property.** Any hardware, software or other items owned, leased, or licensed by Ellucian and used in provision of the Hosting Services will at all times remain the property of Ellucian and will not in any event transfer to Client. Client hereby acknowledges that it will not make any claims to or claim ownership or right to possession of any such hardware, software or other items.
19. **Client Property.** All Client Data will at all times remain the property of Client and will not in any event transfer to Ellucian.

## Application Hosting Services: General Support, Incident Prioritization, and Target Response Metrics

### 1. General Support

**Standard Hours of Support:** “Normal Business Hours” are defined as Monday through Friday, 8:00 AM to 5:00 PM (Client’s local time) and exclude Ellucian’s observed holidays. Upon Client’s request, Ellucian will provide Client with a listing of such holidays. Work affecting non-Production systems or work which is reasonably deemed by Ellucian as non-mission-critical will be performed only during Normal Business Hours.

**After Hours Support:** Work to resolve incidents of “Priority 1” and “Priority 2” will be performed after Normal Business Hours as appropriate.

### 2. Incident Prioritization:

**Priority Levels:** The priority of an active incident is indicated at the time the incident is first reported to Ellucian. Client must report the priority of an incident using the definitions below. Ellucian will review and validate the priority for open incidents and may adjust the priority to better align with these definitions.

Priority Level	Definition
P1	<b>System Down</b> Issues that result in an active Client Production environment not being available
P2	<b>Major Functionality Issue</b> Issues that cause any mission-critical functions in a Production environment to perform unacceptably or to fail
P3	<b>Minor Functionality Issue</b> Issues that do not meet the criteria for P1 or P2

### 3. Target Response Metrics

Response times listed below reflect targets and are not contractual obligations. Response time commitments do not imply, promise or guarantee a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which the Client will be contacted by Ellucian technicians after service desk triaging and routing the issue to either the Client’s onsite representative or Ellucian support. Ellucian technicians will begin triaging the request to seek a resolution of the issue once communication with the Client has been established to validate an incident and depending on the priority level as described below. In the event an issue is identified as needing to be escalated or triaged to Client’s onsite representative or third party vendor during times when the Client does not provide or has not contracted for onsite or third party support or at any time the Client is unavailable in a manner that would prevent referral of an issue to the next level of support, the referral will be made within the response times set forth below when the Client site is next available for business during Normal Business Hours.

Priority Level	Target Response Time	Notification Schedule
P1	60 Minutes	Every 60 minutes after triage via email or phone until resolution and via ITSM incident management tool
P2	4 Hours	Updates via ITSM incident management tool
P3	Next business day	Updates via ITSM incident management tool

Schedule A to Exhibit 1		
Service Configuration and System Inventory		
Client Name:		Rancho Santiago Community College District
Total FTE (IPEDS/ Intl Equiv.):		20,672
Application Inventory		
Core ERP Application:	Production Instance	Non-Production Instance
Description	Count	Count
Colleague ERP Base (Database, Application, Self-Service, WebAdvisor, UI, SA Valet, Payment Gateway Interface, Ethos Identity, Ethos Integration)	1	3
Product Components:	Production Instance	Non-Production Instance
Description	Count	Count
Ellucian Mobile	2	2
Source4	1	1
Ellucian Content Management (ECM) Perceptive ImageNow	1	1
Colleague PROD DB Upsize (m4.10x.)	1	N/A
Colleague SQL Reporting Database	1	1
Colleague Custom Objects Database	1	1

Baseline Integrations		
Function	Path	Protocol
Upload or Download of data	Internet, Site to Site VPN, Cloud Peer	Secure File Transfer
System Printing from ERP	Site to Site VPN, Cloud Peer	UNIX Print
Directory Authentication*	Site to Site VPN, Cloud Peer	Secure LDAP
Integrations through Ellucian standard web services APIs	Internet, Site to Site VPN, Cloud Peer	HTTP/Secure HTTP

\*Authentication is based on the Client's directory.

## Schedule B to Exhibit 1

### Service Level Agreement

#### 1. Coverage and Terminology.

This Service Level Agreement (the “SLA”) applies to the Production Applications supported under the SOW.

**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 Applications are 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 Applications are scheduled to be available (“Scheduled Uptime”), that the Production Applications are 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 Applications are scheduled to be unavailable with Client agreement (“Scheduled Downtime”), and rounded to the nearest 10<sup>th</sup> (tenth) unless otherwise indicated in the specific SLA definition. The “Achieved Availability” calculation is expressed as:

$$1 - (\text{Unscheduled Outage} / (\text{Scheduled Uptime} - \text{Scheduled Downtime}))$$

For the avoidance of doubt, the unavailability of the Production Applications 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 Applications supported by the SOW. Subject to the terms in this SLA, Ellucian will provide ninety-nine and one half percent (99.5%) Availability for the Production Applications supported by the SOW.

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 Applications is less than ninety-nine and one-half percent (99.5%), Ellucian will issue a credit (a “Service Level Credit”) to Client according to the following tables.

<i>Production Applications</i>	
<b>Availability</b>	<b>Service Level Credit Issued by Ellucian *</b>
>= 99.50%	None
99.00% - 99.49%	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

<i>Production Applications</i>	
<b>Availability</b>	<b>Service Level Credit Issued by Ellucian *</b>
<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 6 ("Service Level Credit Request, Payment Procedures") of this Schedule B.

#### **4. Maintenance Procedure.**

4.1 Ellucian will use diligent efforts to announce scheduled maintenance as defined in the Standard Maintenance Matrix outlined Schedule C.

4.2 Ellucian reserves the right to perform emergency maintenance without any prior notification, should it be deemed necessary to protect and maintain the security and integrity of the Applications and/or Cloud Environment.

#### **5. Conditions.**

5.1 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 upstream internet service providers (ISPs)) that hinder access to the Applications;
- 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 Applications 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);
- Functional Application setup, configuration, or functionality outside the scope of the defined Hosting Services; or
- Any issue related to an Application patch recommended by Ellucian, but not applied at the request of Client.

5.2 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.



5.3 A “System Change Window” means any change made to the Production Applications. During a System Change Window, Application monitoring will be measured and reported but Service Level Credits will not be provided until user acceptance testing (as mutually agreed by the parties) is completed.

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

6.1 As part of Ellucian’s obligation to provide the Hosting Services, Ellucian will provide oversight for monitoring this SLA utilizing the Application 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) and will communicate relevant information to Client. Utilizing this output, and in order to receive a Service Level Credit, Client must make all Service Level Credit requests via email or 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 Applications and must be received by Ellucian within thirty (30) days after such Production Applications 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 Applications 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.

6.2 The Service Level Credit percentage will be based on the amount of the Hosting Services fee paid by Client for Hosting Services 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 Hosting Services 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 Applications. No Service Level Credits will be issued for non-production environments.

6.3 Note: Service Level Credits are not refundable and can be used only towards future billing charges for the Hosting Services described in the SOW. Provided, however, if a Service Level Credit is due in the last billing cycle of the Hosting Services Term, then the Service Level Credit will be applied against the fees due in the last billing cycle of the Hosting Services Term or refunded, as the case may be.

## Schedule C to Exhibit 1

### Standard Maintenance Windows

The Standard Maintenance Matrix below applies to the Cloud Environment and Client’s System identified in Schedule A.

#### Terminology

- **General Hosting Infrastructure** – Controlled by Ellucian and encompasses the following: Firewalls, Routers, Switches, DNS, Proxy, Hosting Environment, Operating Systems and Facilities.
- **Client Specific Application/Services Infrastructure** – Controlled by Client and encompasses the following: Database Software, Applications, Clones/Refreshes, System Configuration Changes, and Programming related activities.
- **Ellucian Manager** – Ellucian manager with direct responsibility for changes to a particular service area.
- **Ellucian CAB** – Change Advisory Board [General]. The Committee of Ellucian stakeholders that review and approve the change. Depending on the scope of the change, the CAB may involve managers, directors, general managers, and potentially vice presidents.
- **Client CAB (Recommended)** – Change Advisory Board [Client]. The Committee of Client stakeholders that review and approve the change. This committee will be defined by the Client. Examples are project managers or site CIOs/Directors who are directly responsible for the Hosting Services and Applications.

#### Standard Maintenance Matrix

##### Client Specific Application/Services Infrastructure

	Duration	Date	Anticipated service disruption	Notification	Final Approvals
<b>Daily</b>	1 hours	Weekday	None	None	Ellucian Manager
<b>Weekly</b>	4 hours	Weekend	Low	1 week prior	Ellucian CAB and Client CAB
<b>Monthly</b>	8 hours	Weekend	Likely	2 week prior	Ellucian CAB and Client CAB

#### Notes:

- Even though change windows are defined they will only be used as necessary. Emergency changes required to restore a disrupted service will follow documented change processes and may not occur during one of the windows defined above or during a defined window.
- For Client Specific Application/Services Infrastructure, Ellucian will discuss and mutually agree with the Client to schedule daily, weekly and monthly change windows. The above table is a suggested standard model and will be used pending such mutual agreement between Client and Ellucian.

## Schedule D to Exhibit 1

### Information Security Addendum

This Schedule D to Exhibit 1 contains terms governing information security to which Ellucian will adhere during the Hosting Services 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 Schedule D 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 Hosting Services 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 Hosting Services occur.

#### **2. Information Security Compliance**

Ellucian will design and maintain a control environment for the Hosting Services aligned with global information security practices and standards such as ISO 27001 and third party attestation frameworks such as SSAE 16 / 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 and 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**

Ellucian currently uses Amazon Web Services (AWS) who is responsible for protecting the global infrastructure upon which the Hosting Services are delivered. AWS 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 Environment only for employees and third parties with a legitimate business need. Controls and mechanisms to authenticate access and monitor and prevent unauthorized access to Client's Systems will also be in place. Ellucian will also maintain appropriate onboarding and termination processes to manage revocation of access to Client's Systems.

## **8. Data Security**

Ellucian will not transfer any Client Data to any data center or hosting location outside of the United States. Ellucian will maintain security controls to safeguard Client's Systems from unauthorized access, modification, disclosure or destruction, or become 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's Systems, and securely returning data to the Client, or disposing or destroying data in a secure manner using techniques consistent with NIST 800-88 ("Guidelines for Media Sanitization").

## **9. Client's System Security**

Ellucian will protect the confidentiality, integrity and availability of Client's Systems. 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 Client's Systems 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's Systems that are accessible to third parties. The process will ensure that relevant information security requirements are incorporated into business agreements with third parties and that relevant third party 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 Environment. Ellucian will provide timely notification to the Client in the event that Client's Systems or 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. An "Information Security Breach" is defined as an event(s) that is known to have resulted in unauthorized access to a Client's System, or use or disclosure of Client data. Ellucian will further comply with the regulations of California Civil Code 1798.82 for breach notification and 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 Client's Systems. Controls will include maintaining a defined business continuity management plan relevant to the Hosting Services that, if interrupted, may result in significant downtime or data loss.

## **14. Data Privacy**

Ellucian represents and warrants that its collection, access, use, storage, disposal and disclosure of Client's data does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives as outlined in the attached Data Protection Agreement attached as Exhibit 2.

## EXHIBIT 2

### DATA PROTECTION

“Data Protection Law” means all laws and regulations relating to the processing of Client Personal Data by Ellucian, each as and when applicable, including but not limited to 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.

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. Ellucian confirms that for so long as it processes Client Personal Data in performing its obligations under this Amendment, it will:
  - (a) maintain appropriate technical and organizational data security measures, including a written information security policy to protect the Client Personal Data consistent with applicable laws and regulations;
  - (b) maintain the confidentiality of Client Personal Data in accordance with the Master Terms and this Amendment;
  - (c) process the Client Personal Data only in accordance with the Client’s instructions. The parties agree that the Amendment to which this Exhibit is attached contains instructions from Client to Ellucian to process Client Personal Data as reasonably required to perform the obligations described therein. Client hereby authorises 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 this Amendment. Additional instructions outside of the scope of this Amendment, 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 organisational data security measures;
  - (d) 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 this Amendment. Client agrees that Ellucian may use subcontractors to fulfill its obligations under this Amendment so long as Ellucian’s relationship with such subcontractors complies with clause (e) below;
  - (e) 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;
  - (f) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of the Client Personal Data and protect against unauthorized access to or use of such Client Personal Data that could result in substantial harm or inconvenience to the Client;
  - (g) notify Client of a 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. An “Information Security Breach” is an event that is known to have resulted in unauthorized access to, or unauthorized use or disclosure of, Client Personal Data;
  - (h) make available to Client such information as is strictly necessary for the Client to demonstrate its compliance with applicable data protection law at no cost to Ellucian. Any costs arising in connection with Ellucian’s obligations under this clause will be promptly reimbursed to Ellucian by the Client upon reasonable request. Ellucian uses independent third party auditors to verify the adequacy of its security measures for Cloud Software and Cloud Services. No more than once per calendar year, Client may request and Ellucian will provide: (i) subject to Client executing a non-disclosure agreement, 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; and

- (i) not transfer the Client Personal Data from within the European Economic Area (“EEA”) to locations outside the EEA unless it takes such measures as are necessary to ensure the transfer is in compliance with applicable data protection law. Such measures may include (without limitation) transferring the Client Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data (including, but not limited to, as a result of adherence to the EU-US Privacy Shield Framework), to a recipient that has achieved binding corporate rules authorization in accordance with applicable data protection law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.
2. As applicable, the parties may agree to specify in subsequent individual Order Forms the subject-matter and duration of processing of Client Personal Data, the nature and purpose of the processing, the type of personal data and categories of data subjects, the obligations and rights of the Client as controller and any specific processing instructions.
3. The parties agree that on the termination or completion of the provision of the relevant Software or services that are the subject of this Amendment, Ellucian and its subcontractors will, at the Client’s request, return all the Client Personal Data in their possession (if any) and the copies thereof to the Client or will 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.