ellucian

MASTER TERMS AND CONDITIONS

WITH

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, California 92706-1640
("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** will separately apply to each Order Form and will constitute a separate and independent contract between the parties to the 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(s) is valid only if the Execution Date occurs on or before September 30, 2021.

Ellucian		**Client**	
By:		**By:**	
	Authorized Signature		*Authorized Signature*
Name:		**Name:**	
	Printed		*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   "<u>Baseline</u>" 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   "<u>Client Data</u>" means all electronic data or information submitted by Client to the Software or Services.

1.3   "<u>Client Personal Data</u>" means certain personal data of Client's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations.

1.4   "<u>Cloud Services</u>" 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   "<u>Cloud Software</u>" 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   "<u>Defect</u>" means a material deviation between the Software and its Documentation for which Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.

1.7   "<u>Delivery Address</u>" means the Client shipping address identified in an Order Form.

1.8   "<u>Delivery Date</u>" 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).

1.9   "<u>Documentation</u>" means the on-line and hard copy functional and technical specifications that Ellucian provides for the Baseline Software and that describes the functional and technical capabilities of the Baseline Software.

1.10   "<u>Equipment</u>" means the hardware and systems software configuration identified in the Order Form as the Equipment.

1.11   "<u>Execution Date</u>" 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.

1.12   "<u>Intellectual Property Rights</u>" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, moral rights if applicable, trademarks and service marks, and Confidential Information.

1.13   "<u>Maintenance</u>" 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.

1.14   "<u>New Releases</u>" means new editions (i.e., major and minor releases) of the Baseline Software.

1.15   "<u>Order Form</u>" means an ordering document between 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.

1.16   "Services" means the applicable Cloud Services, Professional Services and/or Software Support Services.

1.17   "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.

1.18   "Software Supplement" means additional terms and conditions applying to particular Software, as specified in an Order Form. 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.

1.19   "Software Support Services" means, collectively, Maintenance and New Releases.

1.20   "Territory" means the following location(s): United States.

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 and administration having a need to know 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.

2.5   Right to Grant License and Ownership. Ellucian has the right to grant Client the license to use the Software 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. Client owns all Client Data and shall retain all of its rights, title, and interest in such Client Data.

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 of 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.

2.8.1   Client will maintain appropriate records regarding the Software and Client's use thereof. Client will make such records available to Ellucian or its licensors upon reasonable request and will permit Ellucian or a licensor to inspect Client's records and premises 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 unless the inspection shows a material non-compliance by Client, in which case the inspection will be at Client's expense. Ellucian may share the results of any such inspection with applicable licensors.

2.8.2   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 Agreement. 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 Agreement, Ellucian shall retain and keep accessible all Records for a minimum of three (3) 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 Agreement or any applicable Order Form, whichever date is later.

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   Export Restrictions. All Order Forms are expressly made subject to United States government and other applicable laws, regulations, orders or other restrictions regarding export from the United States or another

country, and import into any country, of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data or other items. Client will not allow the Software, in whole or in part, to be exported outside of the Territory, in any manner or by any means, without in each instance obtaining Ellucian's prior written consent and, if required, a validated export license from the Office of Export Administration within the United States Department of Commerce and such other appropriate United States governmental authorities. However, Client may permit access (as described in Section 2.4) from outside of the Territory subject to compliance with United States law. Client is prohibited from directly or indirectly exporting (or re-exporting) or providing access to the Software: (i) to any country to which the United States has embargoed goods (including, for these purposes, any national or resident of any such country); or (ii) to anyone on the United States Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the United States Commerce Department's Denied Persons List.

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.

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 fourteen (14) 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 fifty percent (50%) of the total anticipated fee for the scheduled Professional Services; and

    4.2.3   If Ellucian receives the Services Cancellation Notice less than fifteen (15) 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.

    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.

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 13, 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. Except as otherwise provided in a Software Support Services Order Form, the term of Software Support Services will automatically be extended for consecutive Contract Years beyond the Expiration Date on a year-to-year basis, not to exceed a total of five (5) years, unless either party notifies the other in writing of its intent not to extend Software Support Services for particular Baseline Software at least ninety (90) days prior to the Expiration Date, or, for any Contract Year subsequent to the Expiration Date, at least ninety (90) days prior to the expiration of the then-current Contract Year.

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.

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. 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.

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.

7.3   Service Level Agreements (SLAs). For any Cloud Software or Cloud Services where Ellucian will host a system or application for the Client, or where Ellucian will host and process Client Data, Ellucian shall provide Service Level Agreements (SLAs) or other applicable operational terms and conditions to Client as part of the appropriate Order Form to address the following:
   a)   System availability uptime guarantee expressed in a percentage.
   b)   Response objectives for system support.
   c)   Recovery Time Objective (RTO) for Disaster Recovery events.
   d)   Data backup frequency and retention time for all Client Data.

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. Unless otherwise provided in an Order Form, all fees are due within thirty (30) days from the date of invoice.

   8.1.2   Expenses. Client will reimburse Ellucian for actual and reasonable travel and living expenses that Ellucian incurs in providing Client with Professional Services. Such travel and living expenses will be invoiced on a monthly basis in arrears and are due within thirty (30) days from the date of invoice. Ellucian will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Client as offering Client's contractors a discounted rate, and sharing rental cars. Reimbursement is subject to any statutory reimbursement limitations imposed on Client's contractors, and Client will make best effort to provide Ellucian with a copy of such limitations before Ellucian incurs expenses.

   8.1.3   Late Charge. Ellucian has the right to charge a late fee on any payment that is past-due. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) one and one-half percent (1.5%) per month and (ii) the highest rate permitted by applicable law, and will be payable to Ellucian on demand.

8.2   Taxes. Client is responsible for paying all taxes (except for taxes based on Ellucian's net income or capital stock) relating to the applicable Order Form(s), the Software, any Professional Services, Cloud Services and/or any Software Support Services provided or payments made under an Order Form. Applicable tax amounts (if any) are not included in the fees set forth in an Order Form. If Client is exempt from the payment of any such taxes, Client will provide Ellucian with a valid tax exemption certificate; otherwise, absent proof of Client's direct payment of such tax amounts to the applicable taxing authority, Ellucian will invoice Client for and Client will pay to Ellucian all such tax amounts.

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 within thirty (30) days after Ellucian makes written demand for amounts due for Professional Services, Cloud Software, Cloud Services, and/or Software Support Services, 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 or access to the Professional Services, Cloud Software, Cloud Services, and/or Software Support Services (as applicable).

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 12, 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 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.

9.2   Limited Warranty for Professional Services, Cloud Services and Software Support Services; Remedy for Breach. Ellucian warrants to Client that 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. 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 thirty (30) days from Ellucian's performance of the services at issue. 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. 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 12, 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 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.

9.3   Disclaimer of Other Warranties. The limited warranties and remedies in Section 9 are made to Client exclusively and are in lieu of all other warranties and remedies for breach of warranty. 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. Client's confidential information includes but is not limited to student and employee identifiable data or other information that is privileged, confidential, not publicly available, which is covered by federal or state

privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of Client.

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. 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 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 will make reasonable efforts to notify the Discloser in writing promptly as permitted by applicable law to allow Discloser to object to such request, and the Recipient will take reasonable steps to cooperate with and assist the Discloser in contesting such request, requirement or order prior to disclosure. 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   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; 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.

10.6   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 Exhibit A.

11.   **INDEMNITY.**

11.1.   Intellectual Property Indemnity. Ellucian will defend and indemnify Client from and against any loss, cost and expense that Client incurs because of a claim that Client's use of the Software infringes any United States copyright of a third party. 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); (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. 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.

11.2.   General Indemnity. Ellucian shall indemnify, defend, and hold harmless Client, and their respective officers and employees from any and all claims and losses for death, or bodily injury, or damage to tangible physical property accruing or resulting to any person, firm or corporation to the extent proximately caused by Ellucian's and/or its agents'/subcontractors' intentional or negligent acts or omissions in the performance of any Order Form under this Agreement. 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 to facilitate the settlement or defense of the claim.

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

12.1   LIMITATIONS OF LIABILITY.

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

12.1.2 ELLUCIAN'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.

12.1.3 FOR ANY CLOUD SOFTWARE, CLOUD SERVICES OR SOFTWARE LICENSED PURSUANT TO A TERM LICENSE 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 ORDER FORM FOR THE NINE (9) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE (IN OTHER WORDS, AND FOR CLARIFICATION PURPOSES, A PRORATED FEE FOR NINE (9) MONTHS OF THE CLOUD SOFTWARE, CLOUD SERVICES OR TERM SOFTWARE LICENSE FEE THAT CLIENT ACTUALLY PAID TO ELLUCIAN FOR THE APPLICABLE CLOUD OR TERM CONTRACT YEAR DURING WHICH SUCH LIABILITY FIRST AROSE).

12.1.4 ELLUCIAN'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 12.1.2 OR 12.1.3 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 NINE (9) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE (IN OTHER WORDS, AND FOR CLARIFICATION PURPOSES, A PRORATED FEE FOR NINE (9) MONTHS OF THE RECURRING TERM-OF-YEARS SERVICES FEE THAT CLIENT ACTUALLY PAID TO ELLUCIAN FOR THE APPLICABLE CONTRACT YEAR DURING WHICH SUCH LIABILITY FIRST AROSE).

12.2 EXCLUSIONS. 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 SECTION 12 WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THESE MASTER TERMS AND CONDITIONS.

12.3 EXCEPTIONS. THIS LIMITATIONS OF LIABILITY SECTION 12.1 SHALL NOT APPLY TO DAMAGES INCURRED BY CLIENT AS A RESULT OF AN INFORMATION SECURITY BREACH (AS DEFINED IN SECTION 1(G) OF THE ATTACHED EXHIBIT A "DATA PROTECTION") CAUSED BY A BREACH OR FAILURE BY ELLUCIAN TO COMPLY WITH THE TERMS AND CONDITIONS STATED IN EXHIBIT A REGARDING ELLUCIAN'S DATA PROTECTION OBLIGATIONS WITH RESPECT TO ANY CLOUD SOFTWARE, CLOUD SERVICES OR PROFESSIONAL SERVICES, WHICH DAMAGES WILL INSTEAD NOT EXCEED A CUMULATIVE TOTAL OF TWO (2) TIMES THE FEES THAT CLIENT ACTUALLY PAID OR OWED TO ELLUCIAN FOR SUCH SOFTWARE OR SERVICES UNDER THE APPLICABLE CLOUD SOFTWARE, CLOUD SERVICES OR PROFESSIONAL SERVICES ORDER FORM FOR THE NINE (9) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE OR $500,000, WHICHEVER IS GREATER (THE "SEPARATE CAP"). THE SEPARATE CAP IS: (I) IN LIEU OF, AND NOT IN ADDITION TO, THE MONETARY CAP OTHERWISE PROVIDED ABOVE IN THE FOREGOING SECTION 12.1, AND (II) A CUMULATIVE, AND NOT A "PER OCCURRENCE" LIMITATION.

13. **TERM AND TERMINATION.**

13.1 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.

13.2   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 13.1 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.

13.3   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 5 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. 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 utilizing secure methods and techniques consistent with generally acceptable industry standards.

13.4   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.

13.5   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.

14.   CHOICE OF LAW; SEVERABILITY. Each Order Form will be governed by and construed under the laws of the State of California, without reference to its choice of law provisions. 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.

15.   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. 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.

16. **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 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 each Order Form.

17. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties created by any Order Form is that of independent contractors and not partners, joint venturers, or agents.

18. **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.

19. **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.

20. **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.

21. **NO WAIVER.** A party's failure to enforce its rights with respect to any single or continuing breach of an Order Form will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

22. **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.

23. **NO RELIANCE ON FUTURE AVAILABILITY.** 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.

24. **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.

25.   **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, Client reserves the right to conduct business electronically if desired, unless otherwise communicated by Client to stop such electronic transactions. The digital execution of agreements, if applicable, signifies the parties' mutual consent to conduct transactions electronically.

26.   **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;
   b.   Professional Liability Insurance with limits of not less than Two Million Dollars ($2,000,000);
   c.   Workers' Compensation insurance as required by statutory insurance requirements;
   d.   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
   e.   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.
   •   Client shall be additional named insured to the Commercial General Liability insurance policy of Ellucian.
   •   Ellucian will endeavor to provide the Client with at least thirty (30) days advance written notice in the event that the Workers' Compensation insurance policy and/or the General or Cyber Liability insurance policy is materially modified, cancelled or terminated, as applicable.

27.   **ACCESSIBILITY.** To the extent any of the below provisions would apply to this Agreement or any Order Forms, Ellucian agrees to the following:

   Ellucian adopts the accessibility standards and guidelines articulated under the Web Content Accessibility Guidelines (WCAG) published by the World Wide Web Consortium ("WCAG Guidelines"), at the AA conformance level. Ellucian utilizes the industry accepted voluntary product accessibility templates ("VPAT") version 2.3 to document and communicate a product's conformance with WCAG 2.1. Most Ellucian VPATs are updated annually, and some more frequently, for example, when major user interface changes occur. Recent versions (as of the Execution Date of this Agreement) of Ellucian-proprietary software products have adopted the VPAT 2.3. Ellucian-proprietary products and versions in "Maintenance and Sustaining" support will not have their VPAT updated, and in some cases, those products may have VPAT in 1.0 or 2.0.

Ellucian will make available to Client the VPATs that Ellucian has completed for its proprietary software to assist Client in its efforts to comply with obligations regarding the accessibility of its technology resources by persons with disabilities, as provided for under the applicable accessibility requirements of Section 508 of the Rehabilitation Act of 1973 (29 U. S. C. '794 d, hereinafter, "Section 508") and those standards articulated under the WCAG Guidelines.

In connection with the development of the Ellucian-proprietary software components, Ellucian utilizes a combination of standardized accessibility tools and third-party services to conduct WCAG 2.1 Level AA diagnostic testing on the webpages and web applications of such Ellucian-proprietary software components. These tools and services help Ellucian ascertain the level of accessibility that an end-user can attain with the Ellucian-proprietary software components by using one or more assistive technologies, such as screen readers, screen magnification, and voice recognition software.

Ellucian also utilizes automated test tools and manual inspection of the software code to assess further the degree of compliance with Section 508 and WCAG Guidelines and identify compliance errors, gap analysis, and deficiencies.

Following diagnostic testing, compliance issues and deficiencies are documented and considered for remediation within Ellucian's ongoing software development process. Ellucian does not guarantee that compliance issues will be remediated within a definitive period of time; in some cases, compliance issues may not be remediated because of certain technological limitations or due to other factors as determined by Ellucian in its discretion. However, Ellucian agrees to promptly respond to any complaint regarding accessibility of its products brought to its attention.

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EXHIBIT A
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 an Order Form, 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, including without limitation the California Consumer Privacy Act (CCPA), the California Information Practices Act (California Civil Codes sections 1798, et seq.), each as and when applicable;

(b) maintain the confidentiality of Client Personal Data in accordance with the Master Terms and the relevant Order Form;

(c) process the Client Personal Data only in accordance with the Client's instructions. The parties agree that the relevant Order Form contains instructions from Client to Ellucian to process Client Personal Data as reasonably required to perform the obligations described therein. Ellucian shall not retain, use, or disclose Client Personal Data for any purpose other than for the specific purpose of performing Ellucian's obligations specified in the relevant Order Form, or as otherwise set forth in the relevant Order Form or Agreement. 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;

(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 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 (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. Technical controls shall include but not be limited to the use of data encryption both in transit and at rest for the handling of any Client Personal Data;

(g) notify Client of an Information Security Breach as soon as reasonably practicable and without undue delay (and in any event as required by applicable breach notification laws, if any) 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 shall 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;

(i)   if and to the extent applicable, 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, 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; and

(j)   not transfer, store or host the Client Personal Data in a hosting location outside the United States of America.

2.   As applicable, the parties may agree to specify in 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 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.

ellucian

CLOUD SERVICES RENEWAL ORDER FORM

ELLUCIAN COMPANY L.P. ("Ellucian")

Client Information:	
Client Name:	**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** ("Client")
Underlying Agreement:	This Cloud Services Renewal Order Form ("Order Form") amends the Master Terms and Conditions Agreement between the parties dated September _____, 2021 (the "Master Terms and Conditions" or the "Agreement").

BACKGROUND

Ellucian and Client are parties to a Managed Services Agreement dated September 25, 2015 (as amended, the "Managed Services Agreement"), pursuant to which Ellucian agreed to provide and Client agreed to pay for certain Application Management Services and Application Hosting Services for a period ending on October 14, 2020. Pursuant to a letter dated February 23, 2016, the parties agreed that commencing on July 1, 2016, the services provided by Ellucian pursuant to the Managed Services Agreement would be replaced/upgraded with the Application Hosting Services as described in Exhibit 1-C of the Managed Services Agreement. Pursuant to a Cloud Services Renewal Order Form dated October 27, 2020, the parties agreed to renew and extend Ellucian's provision of the Application Hosting Services under the Managed Services Agreement, for a period ending on September 30, 2021. Ellucian and Client are now entering in this Order Form to effect the provision by Ellucian of the Managed Cloud Services as described in this Order Form below, for period commencing on October 1, 2021 and ending on September 30, 2026. Further, this Order Form is being made pursuant to a Master Terms and Conditions Agreement executed concurrently with this Order Form, as referenced above. When executed, the Master Terms and Conditions Agreement will supersede and replace the Managed Services Agreement dated September 25, 2015 as the sole controlling document for this and any future Cloud Services Renewal Order Forms between Ellucian and Client that expressly references and incorporates these Master Terms and Conditions. Accordingly, and intending to be legally bound, Ellucian and Client hereby agree to the terms and conditions of this Order Form as follows:

CLOUD SERVICES TABLE			
Description [1,2]	**Beginning Date**	**Expiration Date**	**Monthly Fee**
Managed Cloud Services [3] Contracted FTE: 29,999	October 1, 2021	September 30, 2026	See Attachment 3

Notes:

[1] Please see applicable terms of service in the Ellucian Cloud Standards attached to this Order form as Attachment 1.

[2] The Cloud Services to be provided during the term of this Order Form will commence on the Beginning Date and will terminate on the Expiration Date identified in the table above. The period between the Beginning Date and the Expiration Date will be referred to as the "Term" of this Order Form.

[3] For a listing of hosted Applications, please see Schedule A attached to this Order Form as Attachment 2.

PAYMENT TERMS: Ellucian will submit monthly invoices in accordance with the payment schedule set forth in the attached Attachment 3. 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.

(REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS)

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

Ellucian

By: _____

Print Name: _____

Print Title: _____

Date Signed: _____

Client

By: _____

Print Name: _____

Print Title: _____

Date Signed: _____

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

Client Billing Contact Information:

Name: _____

Address: _____

City, State, Zip: _____

Email Address: _____

PO# (if applicable) _____

Client Cloud Services Provisioning Contact Information:

Name: _____

Title: _____

Email: _____

Overview
These Ellucian Cloud Software Standards ("Cloud Standards") set forth the Ellucian Cloud Software ordered by Client as defined by the Order Form.

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. Such changes will be reflected in an updated version of the Cloud Standards made available at: www.ellucian.com/contracts-and-documentation.

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. Certain Cloud Software require Ellucian to deliver hardware components, including gateway equipment, to Client that enable Ellucian to provide these services. 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") attached as Exhibit 1 to these Cloud Software Standards.

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. 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

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 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. <u>Note</u>: Any Cloud Software downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined herein.

7. **Personal Data**. Please reference Section 10.6 (Personal Data) of the Master Terms and Conditions.

8. **Third Party Components.** Please reference Section 6.2 (Third Part Components) of the Master Terms and Conditions.

9. **Fee Adjustments.**

   9.1 <u>FTE</u> – 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 <u>3rd Party Escalators</u> – 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 <u>Extraordinary Resource Requirements</u> – Cloud Software is provisioned to maintain availability levels consistent with the services levels described in the Ellucian Service Level Agreement Documentation. 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 the 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.** Please reference Section 8.4 (Suspension of Services) of the Master Terms and Conditions.

11. **Delivery.** Please reference Section 7 (Delivery) of the Master Terms and Conditions.

12. **Post Termination Actions.** Please reference Section 13.2 (Expiration of Term License, Cloud Services or Cloud Software Personal Data) and Section 13.3 (Client Data Copy) of the Master Terms and Conditions.

13. **Use of Client Data.** Please reference Section 10.5 (Use of Client Data) of the Master Terms and Conditions.

14. **Limited Warranty; Exclusive Remedy.** Please reference Section 9 (Limited Warranties; Disclaimer of Warranties; Election of Remedies) of the Master Terms and Conditions.

15. **LIMITATION OF LIABILITY FOR CLOUD SOFTWARE.** Please reference Section 12 (Limitations of Liability; Exclusion of Damages) of the Master Terms and Conditions.

SECTION B: ADDITIONAL TERMS APPLICABLE TO MANAGED CLOUD

1. **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 the Order Form: (i) those defined baseline integration paths, integrations and interfaces listed below (the "Baseline Integrations"); and (ii) any additional integrations and interfaces specifically listed in the 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 applications such as Portal and Self-Service.
      ii. *Site-to-Site VPN* – A pair of VPN routers is configured, 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.

   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.

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. <u>Managed Cloud Services Functional Requirement</u>s.

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. <u>Onboarding Services</u>. 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:

  o Implementation of Cloud Services protocols for the duration of the onboarding.
  o Management of Ellucian onboarding project deliverables.
  o Oversight and coordination of communication between the Ellucian Cloud teams and the Customer technical team.
  o Creation of a jointly developed onboarding project plan working closely with the professional service team and customer that aligns with the service (< 12 months).
  o Management of Cloud scope and delivery timetables to be consistent with the objectives of the onboarding and related activities.
  o Establishment and adherence to effective project controls, processes, and procedures.
  o Monitor progress and reporting the status of the onboarding plan activities to all stakeholders.
  o Partnering with the professional services team to ensure the successful move of Customer data to Cloud environments.

    o 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 Schedule A, 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**. In order for Ellucian to provide the Managed Cloud services, Client will be responsible for the following:

    a. Licensing 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. 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.

    c. 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.

    d. 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 the Order Form.

    e. 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.

Exhibit 1 to the Ellucian Cloud Software Standards

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 <u>not</u> 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. Subject to the terms in this SLA, Ellucian will provide ninety-nine and one half percent (99.5%) Availability for the production Cloud Software instance.

   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 ninety-nine and one-half percent (99.5%), Ellucian will issue a credit (a "Service Level Credit") to Client according to the following tables.

Production Cloud Software	
Availability	Service Level Credit Issued by Ellucian *
>= 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
<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 SLA.

4. Maintenance Procedure.

4.1 Ellucian will schedule maintenance windows to perform upgrades to new releases of Cloud Software. Clients will receive notification at least two weeks in advance for any maintenance windows requiring production environments to be unavailable.

4.2 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.

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 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.

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.

6.   Service Level Credit Request, Payment Procedures.

6.1 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 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 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.

6.2 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.

6.3 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.

ATTACHMENT 2

Schedule A		
Service Configuration and System Inventory		
Client Name:	Rancho Santiago Community College District	
Total FTE (IPEDS/ Intl Equiv.):	18,632	
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 [1,2]	2	2
Source4 [1,3]	1	1
Ellucian Content Management (ECM) Perceptive ImageNow [1]	1	1
Colleague PROD DB Upsize (10x) [1]	1	N/A
Cloud Export Service – 200GB Add-on [1]	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.		

Notes to Schedule A:

[1] During the Term of this Order Form, upon ninety (90) days written notice to Ellucian, Client has the right to request the following Product Components listed below (only) to be removed from the Hosting Services provided by Ellucian:

- Ellucian Mobile
- Source4
- Ellucian Content Management (ECM) Perceptive ImageNow
- Colleague PROD DB Upsize (10x)
- Cloud Export Service – 200GB Add-on

Upon receipt of written notice from Client, this Order Form will be amended to include the removal of such Product Component(s) and the reduction in Fees for Hosting Services due from Client for the remainder of the Term.

[2] By agreement of the parties following the Execution Date of this Order Form, the Hosting Services for **Ellucian Mobile** will only be renewed for a period from the Beginning Date through June 30, 2023 ("Mobile End Date"). Accordingly, neither party shall owe the other any fees or prospective obligations with respect to such Hosting Services for Ellucian Mobile beyond the Mobile End Date, unless Client provides Ellucian with written notice in accordance with the terms outlined above in Note 1.

[3] By agreement of the parties following the Execution Date of this Order Form, the Hosting Services for **Source4** will only be renewed for a period from the Beginning Date through March 1, 2022 ("Source4 End Date"). Accordingly, neither party shall owe the other any fees or prospective obligations with respect to such Hosting Services for Source4 beyond the Source4 End Date, unless Client provides Ellucian with written notice in accordance with the terms outlined above in Note 1.

ATTACHMENT 3

Payment Schedule

MONTH	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
October	$44,849	$46,195	$47,292	$47,915	$49,353
November	$44,849	$46,195	$47,292	$47,915	$49,353
December	$44,849	$46,195	$47,292	$47,915	$49,353
January	$44,849	$46,195	$47,292	$47,915	$49,353
February	$44,849	$46,195	$47,292	$47,915	$49,353
March	$44,849	$46,195	$47,292	$47,915	$49,353
April	$44,849	$46,195	$47,292	$47,915	$49,353
May	$44,849	$46,195	$47,292	$47,915	$49,353
June	$44,849	$46,195	$47,292	$47,915	$49,353
July	$44,849	$46,195	$47,292	$47,915	$49,353
August	$44,849	$46,195	$47,292	$47,915	$49,353
September	$44,849	$46,195	$47,292	$47,915	$49,353
ANNUAL TOTALS:	**$538,188**	**$554,340**	**$567,504**	**$574,980**	**$592,236**

Notes:

1   The fees expressed above are for services provided during the term commencing on the Beginning Date of this Order Form and ending on the Expiration Date of this Order Form.

2   All fees include all out-of-pocket expenses incurred by Ellucian for performance of Cloud Services under this Order Form.