



LICENSE EXCHANGE AND ENHANCEMENT ORDER FORM

This Order Form is between ELLUCIAN COMPANY L.P. ("Ellucian") and GUAM COMMUNITY COLLEGE (the "Client"). This Order Form amends the Software License & Services Agreement dated June 30, 2006 between the parties (the "Agreement").

Client and Ellucian now agree that, pursuant to this Order Form, Client: (a) is terminating its license for certain "Terminated Perpetual Software" (as that term is defined below and as such Terminated Perpetual Software is identified in Table A of attached Exhibit 1) in consideration for a license to use certain Software identified in Table B of attached Exhibit 1 on a term-of-years, Ellucian cloud-provided basis ("Cloud Software") and (b) is retaining its perpetual license to use certain "Continuing Perpetual Software" (as that term is defined below and as such Continuing Perpetual Software is identified in Table C of Attached Exhibit 1), but will deploy the Continuing Perpetual Software on an Ellucian cloud-provided basis, all subject to the terms and conditions of the Agreement as modified by this Order Form.

The Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. If any terms of this Order Form conflict with any other terms of the Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form. By the execution of this Order Form below, each party represents and warrants that it is bound by the signature of its respective signatory. Except as amended by this non-cancelable Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any Cloud Software or any future Software product or service.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before September 28, 2018.

Ellucian

By:

Myrna Perry
Authorized Signature

Name:

Myrna Perry
Printed

Title:

Senior Director, Revenue Recognition

Date:

9/28/18

Client

By:

Mary A.Y. Okada
Authorized Signature

Name:

Mary A.Y. Okada, Ed.D.
Printed

Title:

President

Date:

9/28/18

Client's Billing Contact Information appears below.

Client

Billing Contact Information

Name:

Guam Community College

Address:

P.O. Box 23069 GMF

City, State, Zip:

Barrigada, Guam 96921

1. **Additional Definitions.** Each term defined below has the meaning given to that term below whenever the term is used in this Order Form. Capitalized terms that have been defined in the Agreement have the same meaning in this Order Form as was ascribed to such terms in the Agreement. Other capitalized terms may be defined below or elsewhere in this Order Form.

- 1.1 "Baseline" means the general release version of the Software as updated through Ellucian's provision of both warranty services and Software Support Services, but without any other modification.
- 1.2 "Cloud Contract Year" means a one (1) year period identified in Exhibit 1 as a "Cloud Contract Year."
- 1.3 "Cloud Software Term" means the period (if any) identified in Exhibit 1 as the "Cloud Software Term" that is applicable to any particular Software.
- 1.4 "Continuing Perpetual Software" means the Software identified in Table C of attached Exhibit 1, for which Continuing Perpetual Software Client will have an ongoing license for use subject to the terms of the Agreement, notwithstanding the termination of Client's license to use the Terminated Perpetual Software as otherwise provided for in this Order Form.
- 1.5 "Defect" means a material deviation between the Baseline Software and its Documentation, for which Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.
- 1.6 "Delivery Address" means the Client shipping address identified in Exhibit 1.
- 1.7 "Delivery Date" means the date on which Ellucian ships or otherwise makes the Software available to the Delivery Address F.O.B. Ellucian's place of shipment.
- 1.8 "Documentation" 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.
- 1.9 "Execution Date" means the latest date shown on the signature page of this Order Form.
- 1.10 "Full Time Equivalent" or "FTE" is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System ("IPEDS") client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value.
- 1.11 "Software" means any of the software products identified in Exhibit 1.
- 1.12 "Software Supplement" means those additional terms and conditions attached as part of Exhibit 1 that specifically apply to the use of particular Software.

Additionally, each of the terms defined in the introductory paragraph or elsewhere of this Order Form have the meaning so ascribed to those terms.

2. **License to Access and Use Cloud Software; Cloud Software Term.**

- 2.1 **Cloud Software.** For the Cloud Software identified in Exhibit 1, and only during the Cloud Software Term (as defined below), 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 Exhibit 1.

- 2.2 **Cloud Software Term.** The period commencing on the Beginning Date and continuing until the Expiration Date (each as specified in Exhibit 1) is the "Initial Cloud Software Term." Following the Initial Cloud Software Term, Client's license to access and use the Cloud Software will renew as provided for in Exhibit 1. The Initial Cloud Software Term combined with any Renewal Cloud Contract Years is referred to herein as the "Cloud Software Term."
- 2.3 **Terminated Perpetual Software.**
- 2.3.1 **Termination of License for Terminated Perpetual Software.** Effective on the earlier of (a) one year following the Execution Date and (b) the date that Client begins to use all of the Cloud Software identified in Exhibit 1 in a production mode (the earlier of the foregoing being the "Termination Date," and the period between the Execution Date and the Termination Date being the "Transition Period"), Client's license to use the Terminated Perpetual Software identified in Table A of attached Exhibit 1 will be terminated.
- 2.3.2 **Termination of Software Support Services Fees and Proration of Fees for Terminated Perpetual Software.** Prior to the Execution Date, Client paid Ellucian certain fees as Software Support Services for the Terminated Perpetual Software, either under the Agreement or under a separate Software Support Services Agreement (or an alternatively named agreement for software support services). Client's obligation to pay Ellucian Software Support Services fees for the Terminated Perpetual Software will terminate at the end of the month following the month in which the Execution Date occurs. Client will receive a credit for any prepaid Software Support Services for the Terminated Perpetual Software for the period subsequent to the that date, or (if such Software Support Services fees were payable in arrears), will be billed for the Software Support Services for the Terminated Perpetual Software through that date. For the avoidance of doubt, during the Transition Period, Ellucian will continue to provide Client with Software Support Services for the Terminated Perpetual Software at no additional fees.
- 2.4 **Continuing Perpetual Software.**
- 2.4.1 **Cloud Deployment of Continuing Perpetual Software.** During the Cloud License Term, for Cloud Software fees specified in Exhibit 1, Ellucian will make certain of the Continuing Perpetual Software (as more particularly identified in Table C of attached Exhibit 1) available for Client's use on a remote basis from Ellucian-provided Equipment, all subject to the licensing terms otherwise applicable to the Continuing Perpetual Software that are otherwise provided for in the Agreement, and to the same extent and on the same terms and conditions as Ellucian makes the Cloud Software available for use by Client.
- 2.4.2 **Ongoing Software Support Services for Continuing Perpetual Software.** Client's obligation to pay Ellucian Software Support Services fees for the Continuing Perpetual Software is not affected by the parties' execution of this Order Form. Client's continuing Software Support Services fees for the Continuing Perpetual Software are provided for in Table C of attached Exhibit 1 and are payable in accordance with the terms and conditions of Client's underlying Software Support Services Agreements (or an alternatively named agreement for software support services).
3. **Cloud Software – Service Level Agreement.** Except as otherwise expressly provided for in any Software Supplement, Ellucian will provide the Cloud Software consistent with the Service Level Agreement (the "SLA") in the attached Exhibit 4. Certain additional Client responsibilities and prohibitions regarding the Cloud Software are also specified in attached Exhibit 4.
4. **Personal Data.** To affect the purposes of an Order Form, Client may from time to time provide Ellucian with certain personal data (Client representing that it has the right to do so in each such instance) of Client's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations ("Client Personal Data"). Ellucian confirms that for so long as it processes Client Personal

Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the protection of Client Personal Data set forth in Exhibit 5.

5. Payment Terms; Suspension of Cloud Software; Delivery; Services Delivery.

- 5.1 **Fees; Payment Terms.** Fees for the Cloud Software are specified in Exhibit 1. Subscription fees for each Cloud Contract Year will be specified by Ellucian in an invoice issued in advance of each such Cloud Contract Year and will be due and payable within thirty (30) days from the date of invoice.
- 5.2 **Current FTE; Fee Adjustments for FTE and Technology Capacity Increases.** Client's reported FTE as of the Execution Date is specified in Exhibit 1 (the "Reported FTE"). The fee for the Cloud Software allows Client to use the Cloud Software for not more than the "Contracted FTE" number specified in Exhibit 1. 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, or if Client's technology capacity requirements otherwise increase or vary (including, for these purposes, the need for additional or more costly technology dependencies), 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 actual FTE. For avoidance of doubt, Client will in no event be due a credit, refund or fee reduction in the event that the Contracted FTE exceeds the actual FTE at any time during the Cloud 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.
- 5.3 **Suspension of Cloud Software.** If Client fails to pay to Ellucian within thirty (30) days after Ellucian makes written demand for subscription fees due for Cloud Software, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of the Cloud Software.
- 5.4 **Delivery.** Ellucian will, as soon as reasonably practical following the Execution Date, provide the necessary process and procedure for Client's access to the Cloud Software in accordance with this Order Form (the date on which Client is provided with this access is the "Delivery Date" for the purposes of the Cloud Software). In providing the Cloud Software under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.
6. **Post Termination Actions.** Upon termination or expiration of the Cloud Software Term, Client access and use of the Cloud Software will immediately cease, and Client will have no further access to or use of the Cloud Software. Provided that Client has provided Ellucian with a written request at least thirty (30) days prior to the end of the Cloud Software Term, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client data then in Ellucian's possession, in a commercially reasonable format. Such Client data will then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention, and disposal policies.
7. **Limited Warranty; Exclusive Remedy.** Except as otherwise expressly provided for in any Software Supplement, Ellucian warrants that, during the Cloud Software Term, the Cloud Software will operate without Defects. For each Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide Client with an avoidance procedure or a correction of the Defect (in accordance with the Software Support Services provisions of this Order Form and the associated attached Maintenance Standards). If, despite its reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 8 below, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other

remedies, and Ellucian's sole obligation for breach of this limited warranty is contained in this Section 7. ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE CLOUD SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

8. **LIMITATION OF LIABILITY.** FOR THE CLOUD SOFTWARE LICENSED PURSUANT TO THIS ORDER FORM, ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE SUBSCRIPTION FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN FOR THE CLOUD SOFTWARE GIVING RISE TO THE LIABILITY FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE. IN NO EVENT WILL ELLUCIAN BE LIABLE TO CLIENT FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ELLUCIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 8 WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS ORDER FORM OR THE AGREEMENT.
9. **Third Party Components.** Ellucian's obligation to provide Client with access to and use of Cloud Software that includes third party services or software ("Third Party Components") is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Components of the Cloud Software in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide Client with access to and use of and Client's obligation to pay Ellucian for the applicable Cloud Software will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.

EXHIBIT 1

TABLE A - TERMINATED PERPETUAL SOFTWARE

Description
Banner Finance
Banner Financial Aid
Banner Human Resources
Banner Student
Banner Operational Data Store
Banner Enterprise Data Warehouse
IBM Cognos Restricted Use Bundle with Multiple User Roles
Banner Advancement

TABLE B: ELLUCIAN CLOUD SOFTWARE

Maintenance for the Cloud Software will be provided by Ellucian in accordance with the Software Support Services standards specified in Exhibit 3.

For purposes of the Software identified in Table B, the "Beginning Date" is defined as the first day of the next month following the Execution Date, the "Expiration Date" is defined as the last day of the sixtieth (60th) month following the Beginning Date, and the "Initial Cloud Software Term" is defined as the five (5) year period between the Beginning Date and the Expiration Date. The subscription fees shown in Table B represent the subscription fees payable by Client for the initial Cloud Contract Year (only) during the Cloud Software Term and will increase annually by three percent (3%) per Cloud Contract Year over the subscription fees payable for the immediately preceding Cloud Contract Year.

Renewal of Cloud Software Term. Following the Cloud Software Term identified in Exhibit 1, Client's license to access and use the Cloud Software will automatically renew for consecutive Cloud Contract Year(s) on a year-to-year basis (each a "Renewal Cloud Contract Year"), unless either party notifies the other in writing of its intent not to effect such a renewal at least ninety (90) days prior to the Expiration Date, or, for any Cloud Contract Year subsequent to the Expiration Date, at least ninety (90) days prior to the expiration of the then-current Cloud Contract Year.

Cloud Software ^{1,2,11}	Software Supplement	Annual Subscription Fee
Banner Student ³ (includes Student Self-Service and Faculty and Advisor Self-Service)	None	Included
Ellucian Degree Works ^{3,4}	None	Included
Ellucian Degree Works Transfer Equivalency ^{3,4}	None	Included
Banner Financial Aid ³ (includes Financial Aid Self-Service and CSS Profile Interface)	None	Included
Banner Finance (includes Finance Self-Service) ³	None	Included
Banner Human Resources (includes Employee Self-Service) ³	None	Included
Ellucian Mobile Platform ^{3,5,6,7}	None	Included
Evisions Argos (includes Argos Advanced Features) ³	None	Included
Financial Aid FM Needs Analysis	None	Included
Ellucian Analytics ^{8,9} Includes:	HP Vertica Software Supplement; Tableau Software Supplement	Included

Cloud Software ^{1,2,11}	Software Supplement	Annual Subscription Fee
<ul style="list-style-type: none"> • Ellucian Ethos Data Access for two (2) environments (one production and one non-production) • 1 TB storage • 5 Ellucian Analytics Designer Named Users • 15 Ellucian Analytics Viewer Named Users 		
TOTAL ANNUAL SUBSCRIPTION FEE: ¹⁰		\$462,886

Notes:

- ¹ The term "Cloud Contract Year" means each period of twelve (12) months commencing on the Beginning Date and each anniversary of the Beginning Date during the Cloud Software Term.
- ² The Annual Subscription Fee(s) shown in the table above do not include implementation/setup services.
- ³ The software identified will be made accessible to Client on an Ellucian cloud-provided basis pursuant to the Service Configuration and System Inventory attached hereto as "Schedule A." Client is responsible for licensing (and upgrading, when reasonably necessary or required, as determined by Ellucian) all Software listed in Schedule A to permit the Software (and other necessary components, as reasonably determined by Ellucian and agreed to and approved by Client in writing) to be installed and used on an Ellucian cloud-provided basis. To the extent that Schedule A identifies any software that was not licensed to Client by Ellucian ("Other Vendor Software"), Client's execution of the Order Form constitutes a warranty and representation by Client that Client has obtained all rights required or appropriate to enable Ellucian to provide hosting services and other services in connection with such Other Vendor Software, without the payment of any amounts or the provision of any additional consideration by Ellucian to the licensor of such Other Vendor Software or to any other person or entity whatsoever. Ellucian will not be responsible for the operation and maintenance of Other Vendor Software unless specifically set forth in Schedule A. Client will be solely responsible for obtaining the right for Ellucian to have access to and use all software (inclusive of database and middleware) and resources in order for Ellucian to perform hosting services, including without limitation all permissions and sublicenses required from third party vendors ("Third Party Access Rights"). Ellucian will not be liable for Client's failure to secure sufficient Third Party Access Rights licenses. In addition, Ellucian will not be responsible for non-performance if Ellucian's non-performance is caused by Client's failure to obtain the requisite Third Party Access Rights. Ellucian will not be liable for any damages suffered by Client by reason of any failure or non-performance in Other Vendor Software or third party hardware. Upon request, Client will provide documentation to Ellucian of its licenses for Other Vendor Software prior to Ellucian making adjustments to the resources used to provide hosting services.
- ⁴ Ellucian Degree Works includes a limited use license for the Steno Run-Time Library, a third party-owned product which is licensed only for use with Degree Works. As of the Execution Date, the following third party software and hardware/peripheral products are not included in the fees payable to Ellucian under this Order Form and must be separately acquired by Client, and, without limitation, are required in order to use the Component System identified in the table above: an Intel-based x86 Linux server running either Red Hat Enterprise Linux 6.x or 7.x (32-bit and 64-bit) or Oracle Linux Server 6.x or 7.x (64-bit); GCC 4.x (GNU Compiler Collection) with *sharutils* and *ncurses-devel* package; Oracle 11g or 12c database license (with the Pro*C pre-compiler); Java 1.8 with JDK 1.8.0_144+ and the ojdbc8.jar driver; RabbitMQ; UUENCODE and UUDECODE; Perl 5.8+; OpenSSL 1.0.1+; Apache Tomcat 8.5+ or Oracle's WebLogic 12.1.3.0.0; and Apache FOP 1.1 is required. If Client is using LDAP for Single Sign-On to Transit, OpenLDAP Versions 2.2.13 – 2.4.39 (with the development package) is required. Client must obtain licenses to these products from the applicable third party owner and/or from the owner's authorized vendors.
- ⁵ The Ellucian Mobile Software – Platform Edition includes a client-side application, a mobile integration server application and access to Ellucian's cloud configuration system.
- ⁶ The Ellucian Mobile Software contains third party software licensed pursuant to various open source agreements, including the open source software identified in the documentation made available in conjunction with Ellucian's delivery of the Ellucian Mobile Software. The third party open source software is licensed under the terms of one or more of the following open source licenses that accompanies such open source software: Apache License 2.0, GNU Lesser General Public License 2.1, MIT License, iCal4j License, or similar royalty

free/open source license. Nothing in this Order Form limits Client's rights under or grants Client rights that supersede the terms and conditions of any applicable end user license for such open source software.

- 7 The Ellucian Mobile Software – Platform Edition includes source code for the client-side application and the mobile integration server application.
- 8 Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, Client will ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <http://aws.amazon.com/legal>.
- 9 For the purposes of this Cloud Software, the following definitions will apply: "Designer Named Users" means individuals who have permissions to create and manage defined and/or Client-created content. A Designer Named User will have access to design-based tools related to visualization, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client). Client must have at least one Designer Named User who is also the Client's administrative user, with administrative rights to manage and configure Client-based configuration elements and to manage all extract, transform, load (ETL) or data loading jobs and processes. "Viewer Named Users" means individuals who have a set of defined permissions to enable that Viewer Named User to view and interact with analytic content, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client).
- 10 As further specified above and in the payment terms below, the Total Subscription Fee for Subscription Software and Cloud Software represents the payment due for the initial Cloud Contract Year only and is subject to increase during the Cloud Software Term.
- 11 Client's Reported FTE is 1,365. Pricing in this Amendment for Cloud Software allows for up to Contracted FTE of 2,499. Ellucian will perform an annual review of Client's FTE status.

TABLE C - MAINTENANCE FEES FOR CONTINUING PERPETUAL SOFTWARE:

Description ¹
Banner Document Management Integration Component ²
Luminis Basic
ApplicationXtender Desktop ²
ApplicationXtender Image Capture ²
ApplicationXtender Web Access .NET ²
ApplicationXtender Web Services ²
Oracle Database Diagnostics Pack ²
Oracle Internet Application Server Enterprise Edition ²
Oracle Internet Developer Suite ²
Oracle Programmer ²
Oracle Relational Database System ²
Oracle Tuning Pack ²

Notes to Table C:

- ¹ The Software Support Services Term applicable to the Continuing Perpetual Software identified in Table C shall be as specified in the parties' pre-existing agreement for software support services. Ellucian will continue to provide Software Support Services (including Maintenance), and Client will continue to make payment for same as otherwise provided for in the parties' pre-existing agreement relating to software support services but limited to the Continuing Perpetual Software.
- ² The Software products identified by this note 2 will be made accessible for Client's use on a remote basis from Ellucian-provided Equipment in accordance with Section 2.4.1 of the Order Form. See Note 3 to Table B, incorporated herein by this reference, and see Schedule A for the applicable Service Configuration and System Inventory with respect to these Software products.

Schedule A to Exhibit 1		
Service Configuration and System Inventory		
Client Name:		Guam Community College
Total FTE (IPEDS/ Intl Equiv.):		1,345
Application Inventory		
Core ERP Application:	Production Instance	Non-Production Instance(s)
Description	Count	Count
Banner ERP Base (Database, JobSub, Banner 9 Applications, EIS, BEP, BEIS, ESM, Ethos Integration)	1	1
Additional Non-Production Instances	--	3
Product Components:	Production Instance	Non-Production Instance
Description	Count	Count
Elucian Mobile	1	1
Banner Document Management Suite	1	1
Elucian DegreeWorks	1	1
Elucian DegreeWorks Transfer Equivalency	1	1
Evisions Argos	1	1
Evisions FormFusion ¹	1	1
Evisions IntelleCheck ¹	1	1

Baseline Integrations		
Function	Path	Protocol
Upload or Download of data	Internet, Site to Site	
System Printing from ERP	VPN	Secure File Transfer
Directory Authentication*	Site to Site VPN	UNIX Print
	Site to Site VPN	Secure LDAP
Integrations through Elucian standard web services APIs	Internet, Site to Site	
	VPN	HTTP/Secure HTTP
*Authentication is based on the Client's directory.		

Validation of 3rd Party Licenses		
Qty	Description	Provided by
8	Oracle Database Enterprise Edition	Guam Community College
2	Oracle Programmer (perpetual license)	Guam Community College
2	Fujitsu NetCOBOL Compiler License for Linux (1 Prod, 1 Non-Prod)	Guam Community College
1	Secure Socket Layer (SSL) / Transport Layer Security (TLS) Certificate	Guam Community College

Notes to Service Configuration and System Inventory:

¹ The Software identified is provided by Guam Community College pursuant to its direct license with Evisions. See Note 3 to the Cloud Software Table of Exhibit 1.

EXHIBIT 2

Software Supplements

Common Supplement

Any rights not expressly granted by Ellucian or its third party licensor regarding Software licensed / made available for use by Ellucian (for purposes of this Common Supplement, "Software") are reserved.

1. **Reverse Engineer.** Client may not reverse engineer, reverse compile, or disassemble the object code for any Software.

2. **Trademark.** Client will not remove or alter any trademark, copyright, confidentiality or other proprietary right notice in the Software.

3. **Government End-Users.** The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited.

4. **Export Regulations.** Use of the Software 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 United States of America, in any manner or by any means, without in each instance obtaining both Ellucian's and the Software owner's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities. Neither party will directly or indirectly export (or re-export) the Software, or permit the shipment of the same: (i) into (or to a national or resident of) Cuba, North Korea, Iran, Sudan, Syria or any other country to which the United States has embargoed goods; (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the U.S. Commerce Department's Denied Persons List; or (iii) to any person, country or destination for which the United States government or a United States governmental agency requires an export license or other authorization for export.

5. **Open Source Software.** The Software may contain components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). Open Source Software may be identified in the Software documentation, or in a list of the Open Source Software provided to Client upon Client's written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Common Supplement with respect to such Open Source Software. Client may not distribute the Software as Open Source Software or link, combine or otherwise package the Software with any Open Source Software or otherwise take any action that could in any way cause such Software to become subject to any Open Source Software license terms, including any such license that requires as a condition of use or distribution of the licensed code (or derivatives or modifications thereof) that such code, derivative or modification be disclosed or distributed in source code form, licensed for the purpose of making derivative works, or redistributed only under certain terms.

6. **Warranty Disclaimer; Liability.** EXCEPT FOR ANY WARRANTY THAT MAY BE OFFERED BY ELLUCIAN, THE SOFTWARE, INCLUDING WITHOUT LIMITATION THE SOFTWARE, IS PROVIDED "AS IS" AND SOFTWARE OWNER

MAKES NO WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOFTWARE OWNER SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS EXCLUSION DOES NOT AFFECT ANY LIABILITY OF ELLUCIAN TO CLIENT UNDER CLIENT'S AGREEMENT WITH ELLUCIAN.

HP/VERTICA SOFTWARE SUPPLEMENT

1. **Internal Use.** The use of the Cloud Software is for Client's internal purposes only, and is subject to any specific software licensing information or restrictions that are in the Cloud Software and/or in the Documentation.
2. **License Restrictions.** Client may not make copies or distribute, resell or sublicense the Cloud Software to third parties. Client may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of the Cloud Software. If there is a mandatory right for Client to do so under statute, Client must inform Ellucian in writing about such modifications.
3. **Global Trade Compliance.** Client agrees to comply with trade-related laws and regulations of the U.S. and other national governments. If Client exports, imports or otherwise transfers the Cloud Software, Client will be responsible for obtaining any required export or import authorizations.
4. **Compliance.** Ellucian or its licensor may audit Client's compliance with the Cloud Software during normal business hours and with reasonable prior notice.
5. **U.S. Government.** If the Cloud Software is licensed to Client for use in the performance of a U.S. Government prime contract or subcontract, Client agrees that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under our standard commercial license.
6. **Third Party Programs.** The Cloud Software may include third party software programs that are subject to open source, freeware or pass through commercial licenses and/or notices that are required to be distributed with the Cloud Software. These licenses and notices are available to Client in the Cloud Software director, in Documentation or via a supplementary list provided by Ellucian or its licensor. Client shall not remove these agreements and notices. Any covenants, representations, warranties, indemnities and other commitments with respect to the Cloud Software are made by Ellucian and not by any authors or suppliers of, or contributors to, such open source, freeware or commercial programs. This Amendment does not modify or abridge any rights or obligations that you may have under the third party licenses included with the Cloud Software. Client's use is subject to the rights and obligations under the applicable open source, freeware or pass through license. Any third party program that is separate from, but delivered with, the Cloud Software, if any, is provided and licensed solely under the applicable open source, freeware or commercial pass through license for the program.
7. **Ownership.** No transfer of ownership or any intellectual property will occur under this Cloud Software HP/Vertica Software Supplement.
8. **Termination or Expiration of Licenses.** Immediately upon termination or expiration of the Cloud Software Term, Client will stop accessing the Cloud Software and destroy or return any copies of the Documentation to Ellucian. Ellucian or its licensor may ask Client to certify in writing that it has complied with this section.
9. **Anti-Corruption Laws.** Client agrees that it is familiar with the provisions of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other analogous anti-corruption legislation in other jurisdictions where Client does business (together, "Anti-Corruption Law"), and that it shall not in connection with the license to the Cloud Software make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly: to any government official or employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage. Client further agrees that it will not take any action which would cause it to be in violation of the Anti-Corruption Laws. In case of breach of the above, Ellucian may suspend or terminate the subscription of the Cloud Software at any time without notice or indemnity.

TABLEAU SOFTWARE SUPPLEMENT (TABLEAU SOFTWARE, INC.)

1. **Limited License.** During the Cloud Software Term, Client can use the Tableau code incorporated into the Cloud Software ("Tableau Code") in object code form, in accordance with the applicable Documentation solely to query and analyze data generated by Ellucian products (and no other data) in the manner permitted by the Cloud Software.
2. **Warranty Disclaimer.** EXCEPT FOR ANY WARRANTY THAT MAY BE OFFERED BY ELLUCIAN, THE CLOUD SOFTWARE, INCLUDING WITHOUT LIMITATION THE THIRD-PARTY CODE, IS PROVIDED "AS IS" AND TABLEAU MAKES NO WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE CLOUD SOFTWARE AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. **Limitation of Damages and Remedies.** IN NO EVENT WILL TABLEAU BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE CLOUD SOFTWARE. NOTWITHSTANDING ANYTHING IN AGREEMENT TO THE CONTRARY, THE TOTAL LIABILITY OF TABLEAU TO CLIENT, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, WILL NOT IN ANY EVENT EXCEED THE FEES PAID BY CLIENT WITH RESPECT TO THE CLOUD SOFTWARE. TABLEAU WILL NOT BE LIABLE FOR LOSS OR INACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SYSTEM DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, REGARDLESS OF LEGAL THEORY, EVEN IF TABLEAU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE LIMITATIONS OF THIS SECTION ARE ESSENTIAL AND THAT TABLEAU WOULD NOT PERMIT CLIENT TO USE THE CLOUD SOFTWARE ABSENT THE TERMS OF THIS SECTION. THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THE AGREEMENT WILL BE FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
4. **Audit Rights.** Upon Tableau's written request, Client will certify in a signed writing that its use of the Cloud Software is in full compliance with the terms of the Order Form to which this Tableau Software Supplement is attached and provide a current list of users. With prior reasonable notice, Tableau may audit the Cloud Software in use by Client, software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that Client has installed, accessed, or permitted access to the Cloud Software in a manner that is not permitted under the Order Form and this Tableau Software Supplement, then Client is liable for the reasonable costs of the audit in addition to any other fees, damages, and penalties Tableau may be entitled to hereunder and pursuant to applicable law.
5. **Third-Party Code.** The Cloud Software may contain or be provided with components which are licensed from third parties ("Third-Party Code"), including components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to Client upon Client's written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Tableau Software Supplement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering. Client may not distribute the Tableau Code as Open Source Software or link, combine or otherwise package the Tableau Code with any Open Source Software or otherwise take any action that could in any way cause such Tableau Code to become subject to any Open Source Software license terms, including any such license that requires as a condition of use or distribution of the licensed code (or derivatives or modifications thereof) that such code, derivative or modification be disclosed or distributed in source code form, licensed for the purpose of making derivative works, or redistributed only under certain terms.

EXHIBIT 3

Maintenance Standards (Advantage Plus Level)

1. Ellucian's Action Line will be available to Client for Defect reporting seven (7) days per week, twenty-four (24) hours per day. Production outages will be supported 24x7x365 as long as Client contacts Ellucian's Action Line via the telephone number provided to Client.
2. The priority of an active incident is indicated at the time the incident is first reported to Ellucian. Client must report the priority of the incident using the definitions below. Ellucian will review and validate the priority for open incidents and may adjust the priority to better align with these definitions.

Ellucian uses reasonable commercial efforts to respond to Client's Notifications in accordance with the following guidelines:

Priority Levels	Definition	Target Response Times
Priority 1 - Critical	A Notification that the production Cloud Software instance is not available for remote access by Client or that Client believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Cloud Software; or (iii) a failure of its computer system or the Cloud Software which, in either case, prevents Client from performing data processing which is critical to Client's operations on the day on which the alleged Defect is reported.	1 hour or less
Priority 2 - High	A Notification that Client believes that a Defect has caused a partial failure of the Cloud Software or a failure that significantly hinders Client's ability to perform data processing which is critical to Client's operations on the day on which the alleged Defect is reported	4 hours or less
Priority 3 - Medium	A Notification that Client believes that a Defect has caused an intermittent failure of, or problem with, the Cloud Software, or that causes a significant delay in Client's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is not critical to Client's operations	1 business day or less
Priority 4 - Low	A Notification that Clients believes that a Defect exists, but it does not significantly affect critical processing	3 business days or less

For purposes of these targets, a "response" will mean an initial contact from an Ellucian representative to Client to begin evaluation of the problem reported under one of the categories of calls identified above. As a prerequisite to Ellucian's obligation to respond to Client's Notification(s), Client must follow Ellucian's policies and procedures (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting a Notification.

A "Notification" means a communication to Ellucian by means of: (i) Ellucian's Action Line; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian's then-current policies and procedures for submitting such communications.

3. Response times listed in this Exhibit reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which Ellucian will contact Client after triaging and routing. Ellucian will begin working the request to seek a resolution of the issue once

communication with Client has been established to verify the request and depending on the priority level as described above.

Backup and Disaster Recovery.

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 backup 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 on a monthly basis. Each database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner.

Ellucian will maintain a disaster recovery plan for the Cloud Software. If the Cloud Software production environment is damaged in whole or in part preventing Ellucian from securely delivering the Cloud Software, Ellucian will failover the primary Cloud Software environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Cloud Software is declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the first transaction is lost or from the time the Cloud Software became unavailable. Ellucian will test its disaster recovery plan annually and will, upon Client's written request, provide Client with a summary of the most recent results. **Note:** Any Cloud Software downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined below.

EXHIBIT 4

Service Level Agreement

1. Coverage and Terminology.

This Service Level Agreement (the "SLA") applies to the production Cloud Software instance supported under this 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:

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

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

2. Service Level Objective.

Ellucian aims to achieve one hundred percent (100%) Availability for the production Cloud Software Instance. 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.

<i>Production Cloud Software</i>	
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

Production Cloud Software	
Availability	Service Level Credit Issued by Ellucian *
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. Client 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) billing cycles 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 month of the Cloud Software Term, then the Service Level Credit will be applied against the fees due in the last month of the Cloud Software Term.

7. Certain Additional Client Responsibilities and Obligations Regarding Cloud Software

- 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 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 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.

EXHIBIT 5

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 organisational data security measures, including a written information security policy to protect the Client Personal Data consistent with applicable laws and regulations;
- (b) maintain the confidentiality of Client Personal Data in accordance with the Master Terms and 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. Client hereby authorises Ellucian to take such steps in the processing of Client Personal Data on behalf of Client as are reasonably necessary for the performance of Ellucian's obligations under 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 organisational data security measures;
- (d) limit access to the Client Personal Data to Ellucian's employees, agents and subcontractors (including Ellucian group companies) who have a need to access such Client Personal Data to perform Ellucian's obligations under 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;
- (g) notify Client of a Information Security Breach as soon as reasonably practicable and without undue delay after Ellucian becomes aware, and take reasonable steps to mitigate the effects of the Information Security Breach. An "Information Security Breach" is an event that is known to have resulted in unauthorized access to, or unauthorized use or disclosure of, Client Personal Data;
- (h) make available to Client such information as is strictly necessary for the Client to demonstrate its compliance with applicable data protection law at no cost to Ellucian. Any costs arising in connection with Ellucian's obligations under this clause will be promptly reimbursed to Ellucian by the Client upon reasonable request. Ellucian uses independent third party auditors to verify the adequacy of its security measures for Cloud Software and Cloud Services. No more than once per calendar year, Client may request and Ellucian will provide: (i) subject to Client executing a non-disclosure agreement, a copy of the most recent

- independent security attestation report associated with the provision of Cloud Software or Cloud Services as applicable, and (ii) a copy of Ellucian's then-current information security policies and standards that relate to security controls associated with the Cloud Software or Cloud Services as applicable; and
- (ii) not transfer the Client Personal Data from within the European Economic Area ("EEA") to locations outside the EEA unless it takes such measures as are necessary to ensure the transfer is in compliance with applicable data protection law. Such measures may include (without limitation) transferring the Client Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data (including, but not limited to, as a result of adherence to the EU-US Privacy Shield Framework), to a recipient that has achieved binding corporate rules authorization in accordance with applicable data protection law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.
2. As applicable, the parties may agree to specify in 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 will, at the Client's request, return all the Client Personal Data in their possession (if any) and the copies thereof to the Client or will destroy all the Client Personal Data and certify to the Client that it has done so, unless legal obligations imposed upon Ellucian prevent it from returning or destroying all or part of the Client Personal Data transferred. In the latter case, Ellucian warrants that it will maintain the confidentiality of the Client Personal Data transferred and will not actively process (except for storage and deletion) such Client Personal Data.

EXHIBIT 6

PROFESSIONAL SERVICES

Ellucian agrees to provide to Client the additional Professional Services identified in the Fixed Fee Services Table below for the additional fees set forth in that table and on the terms and conditions set forth in the Agreement as modified by this Order Form. In performing the additional services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

FIXED FEE SERVICES TABLE:

Description ¹	Fee (valid for 1 year) ²
Onboarding Services	\$150,000
TOTAL FIXED FEE SERVICES FEE:	\$150,000

Notes to Fixed Fee Services Table B:

- ¹ For a more detailed description of these services, see the Statement of Work attached as Attachment 1.
- ² In the event that the Onboarding Services are not completed within twelve (12) months, a subsequent order form or amendment to this Order Form shall be required to extend such services at a rate of \$13,500 per month.

Payment Terms – Fixed Fee Services Table: Ellucian will invoice Client for the fixed fee services identified in Fixed Fee Services Table B above in twelve (12) successive monthly installments, with each installment in the amount of \$12,500. Beginning on the first day of the next month following the Execution Date, Ellucian will invoice Client for the initial monthly installment, and Client's payment shall be due within thirty (30) days from the date of such invoice. Thereafter, Ellucian will submit the subsequent eleven (11) monthly invoices on the first day of each consecutive month, and Client's payments shall be due within thirty (30) days from the date of each such invoice. The monthly fees described above are inclusive of all travel and living expenses anticipated to be incurred by Ellucian personnel in the performance of these fixed fee services provided under this Order Form, and Client will not be separately invoiced for such expenses.

Project Assumptions

As applicable, the following assumptions will apply to Professional Services provided under this Order Form:

- Client will assign a project leader who will lead the project based on the mutually agreed-upon plan, lead the teams at the Client's site, and be the main point of contact for Ellucian throughout the implementation.
- Client will identify and provide access to the appropriate IT and application staff members to work with and assist Ellucian throughout the engagement. Client staff will have knowledge of their business area(s), provide relevant documentation, and complete preparation activities prior to all service engagements.
- Services will be provided remotely unless otherwise determined during project planning.
- Training provided by Ellucian follows a 'train-the-trainer' methodology for project teams, will be provided at a single site designated by Client for onsite training, and will limit all training and consulting sessions to no more than 12 participants per session unless otherwise stated in this Order Form.
- Client will commit to changing/modifying business processes to conform to Ellucian recommended practices and Ellucian common business process models. Client is responsible for managing staff expectations around Ellucian recommended practices for staff, faculty and students.
- Client will document processes, decisions and end user training materials unless otherwise indicated.
- Except as outlined in the Statement of Work, the development, modification, and/or completion of any rules, reports, integrations/interfaces, subroutines, and customizations is the responsibility of Client.
- Client will ensure that the software release on the Client system is up-to-date and all updates released by Ellucian have been loaded into the appropriate environments as required by the project. No major upgrades will be introduced into the environment during the course of the implementation except as agreed during project planning activities.

- Prior to the commencement of applicable services, Client will provide Ellucian access to applicable on-premise Ellucian Software, will have all necessary hardware onsite and operational, and have all required software installed, other than software to be installed by Ellucian.
- Client will provide Ellucian with access to appropriate software and functionality in compliance with Client's security and access policies and provide Ellucian access to their servers via a Virtual Private Network ("VPN") connection that is supplied by SecureLink. Client will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the service.
- All Professional Services to be provided hereunder are based on the Implementation of the Baseline version of the Ellucian Software available as of the Execution Date.
- Any tasks, deliverables or services which are not described in this Order Form are out of scope and will not be provided by Ellucian.
- Any changes or additions to the scope of the mutually agreed upon Professional Services will be managed through the Ellucian Project Manager and Client's contact through a mutually agreed upon change order process.

**ATTACHMENT A TO EXHIBIT 6
STATEMENT OF WORK**

Onboarding Services Scope of Work

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

Cloud Services Project Manager Roles & Responsibilities:

- To establish a team from Ellucian Cloud Services to plan, direct, and coordinate the move to an Ellucian Cloud product
- To serve as the primary point of contact from Cloud Services during the lifecycle of the onboarding and to be responsible for the following tasks:
 - Implementation of Cloud Services protocols for the duration of the onboarding.
 - Management of Ellucian onboarding project deliverables.
 - Oversight and coordination of communication between the Ellucian Cloud teams and the Customer technical team.
 - Creation of a jointly developed onboarding project plan working closely with the professional service team and customer that aligns with the service (< 12 months).
 - Management of Cloud scope and delivery timetables to be consistent with the objectives of the onboarding and related activities.
 - Establishment and adherence to effective project controls, processes, and procedures.
 - Monitor progress and reporting the status of the onboarding plan activities to all stakeholders.
 - Partnering with the professional services team to ensure the successful move of Customer data to Cloud environments.
 - Coordination and planning of go-live activities and scheduling of the Ellucian Cloud teams and the Customer technical team. Upon successful completion of the Onboarding Project, hand off to Customer Success team.

Onboarding Services
Ellucian Cloud Startup Tasks (Prep for AWS Build)
Alignment of Cloud technical team, internal project team
Review contract timeline and readiness for automated deployment process initiation
Review "Schedule A" requirements beyond the ERP
Coordinate AWS account setup and initiate the server network build for private cloud components (as applicable)
Internal planning around environment build
Initiate server network build process
Build AWS Environment
Provision AWS environment
Build ERP – automated deployment
Build private cloud bolt-ons
Provide url's to internal project team
Build integrated project plan (PS, cloud and customer tasks)
Client Kick-off meeting

Provide functional, technical and/or programming and user liaisons
Provide Ellucian with Login Credentials to Test ERP
Initial Project Readiness - Sprint 1
Setup HUB
Setup EC Ad Admin accounts for server access
Core Build Platform Dependent - Sprint 2
Implement on campus database to EC server
Validate core build
Customer Environment Discussion - Sprint 3
Planning for Core Build User Acceptance Testing
Core Build User Acceptance Testing - Sprint 4
Core Build EC Server URL Testing
Core Build Technical Testing
Troubleshoot Issues with Core Build
Customer Sign Off on Core Build
Integration-Customization Implementation - Sprint 5
Configure On Campus Integrations to EC Servers
Configure Third Party Integrations to EC Servers
Install and Configure Payment Provider
Ancillary Applications Implementation - Sprint 6
Verify Schedule A for Ellucian ancillary applications
Install/configure Ellucian ancillary applications
Technical User Acceptance Testing - Sprint 7
Technical User Tests ERP Functionality in Preparation for Community Testing
Technical User Tests All Integrations in Preparation for Community Testing
Troubleshoot Issues with ERP and All Integration
Technical User Sign Off on Full Environment
Functional User Acceptance Testing - Sprint 8
Functional User Tests ERP Functionality
Functional User Tests All Integrations
Troubleshoot Issues with ERP and All Integration
Functional User Sign Off on Full Environment
Go-Live Prep - Sprint 9
Go/No Go Meeting and Decision
Setup Platform Application Monitoring
Alert Action Line of Customer Go Live Event

Publish the release calendar to the customer
Go-live
Migration of Environments
Environment Validation
Customer Validation Sign-Off