2022 TCC MASTER SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT

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2022 MASTER SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT

This 2022 Master Software License, Services and Maintenance Agreement ("2022 Master Agreement") is made by and between the State of Texas, acting by and through **Texas A&M University Corpus Christi** ("TAMU-CC"), an institution of higher education of the State of Texas, for and on behalf of the Texas Connection Consortium ("TCC"); and **Ellucian Company L.P.** ("Ellucian"), and is effective as of September 1, 2022 (the "Effective Date").

BACKGROUND

TAMU-CC and Ellucian are parties to a certain 2016 Master Software License, Services and Maintenance Agreement effective as of June 1, 2016, as amended ("2016 Master Agreement"), pursuant to which TAMU-CC, acting for and on behalf of the TCC, had the right to obtain a license to use certain Licensed Software; to obtain Maintenance, Enhancements for and New Releases of the Baseline version of such Licensed Software, and to obtain certain Professional Services from Ellucian; all for the benefit of the TCC Members.

The parties desire to enter into this 2022 Master Agreement to enable TCC Members to obtain, on a prospective basis, at the fees provided for herein and on the terms hereof: (a) licenses to use Software from Ellucian, including Cloud Software; (b) Professional Services; (c) Maintenance for Software licensed by TCC Members pursuant to this 2022 Master Agreement; and (d) Maintenance for Software that TCC Members have licensed from Ellucian pursuant to the parties' prior master agreements, including the 2016 Master Agreement, a prior 2010 Master Agreement and a prior 2002 Master Agreement (collectively, the "Prior Agreements").

Accordingly, the parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Each of the following defined terms has the meaning ascribed to it below whenever such term is used in this 2022 Master Agreement. Additionally, certain other terms are defined within the operative provisions of this 2022 Master Agreement.

"Available Software" means the Software listed on Exhibit D, Attachment D1 that TCC Members may license under this 2022 Master Agreement.

"Avoidance Procedure" means a commercially reasonable change in operating procedures to enable use of the Baseline Software or Customization in question without a material adverse impact on the ability of a TCC Member to use the Licensed Software to conduct the TCC Member's day-to-day business operations.

"Baseline Software" means the general release version of a Software as updated to the particular time in question through both Ellucian's warranty services and Maintenance, but without any other modification whatsoever.

"Centralized Support Services" means the provision by Ellucian through the TCC Center of implementation, Customization, consulting, and/or support services and other Professional Services to the TCC Members related to the Licensed Software.

"Cloud Software" means Software that is listed in Exhibit D, Attachment D1 under the heading "Cloud Software" or notated with the word "SaaS" on an Order Form and that is provided on a software-as-a-service, subscription basis over a term of years, where Ellucian operates the software from a technology environment that is made available to the TCC Member by, and under the auspices and control of Ellucian, as opposed to a deployment of software at facilities that are under the auspices and control of the TCC Member.

"Committed Services" means that quantity of Professional Services identified in the Committed Services matrix of an Order Form that a TCC Member is committing to obtain from Ellucian in any instance.

"Confidential Information" means non-public information of Ellucian or any TCC Member, including any information deemed confidential by law. Confidential Information of Ellucian includes the Licensed Software, all software provided with the Licensed Software, and algorithms, methods, techniques, and processes revealed by the Source Code of the Licensed Software and any software provided with the Licensed Software. 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; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Contract Administrator" refers to TAMU-CC, a State of Texas institution of higher education acting for and on behalf of the TCC Members and the TCC for purposes of this 2022 Master Agreement.

"Contract Year" means each one (1) year period beginning on September 1 and ending on August 31 of the immediately following calendar year. When used within Ellucian's documentation, the term "Cloud Contract Year" shall be given the same meaning as Contract Year as defined herein except that "Cloud Contract Year" would apply to Cloud Software only.

"Customization" means any Ellucian-developed changes to and/or creations of Source Code and/or Object Code in compliance with a Customization Specification therefor, but without any other modification whatsoever.

"Customization Delivery Date" means, for each Customization identified within an Order Form for Customization services, the date Ellucian and the purchasing TCC Member anticipate the commencement of delivery of the Customization services under the applicable Order Form at the Delivery Address (the Order Form will specify the specific Customization Delivery Date as necessary).

"Customization Specification" means that detailed specification contained on an Order Form signed by Ellucian and a TCC Member (if any), from which Ellucian will generate the Source Code and Object Code for such Customization.

"Delivery Address" means the shipping address set forth in the applicable Order Form as the Delivery Address for the applicable TCC Member.

"Delivery Date" means, for each Baseline Software, either: (a) the date Ellucian ships the Baseline Software to the Delivery Address (F.O.B. Ellucian's place of shipment) if the Software is shipped in a tangible medium form, such as a CD; or (ii) the date that Ellucian makes the Baseline Software available to the TCC Member in question for electronic download to the Delivery Address. For the avoidance of doubt, Ellucian will have discharged its obligation of delivery for a Baseline Software when Ellucian has so made the Baseline Software available for electronic download to the Delivery Address.

"Discloser" means the party providing its Confidential Information to the Recipient.

"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.

"Documented Defect" means, alternatively: (a) a material deviation between the Baseline Software and the Ellucian-provided Documentation therefor; or (b) a material deviation between a Customization and its Customization Specification; and in either instance, for which Ellucian has been provided with enough information to enable Ellucian to replicate the deviation on a computer configuration which is both comparable to the Equipment (or, in the case of a Customization, the computer configuration for which Ellucian created such Customization) and is under Ellucian's control.

"Effective Date" means, with respect to this 2022 Master Agreement, the "Effective Date" specified above and, with respect to an Order Form signed on the terms of the 2022 Master Agreement, the latest date of execution shown beneath each party's signature on such Order Form.

"Ellucian Proprietary Software" means, in each instance, an Available Software product identified in Exhibit D, Attachment D1, under the heading of "Ellucian Proprietary Software."

"Enhancements" means general release (as opposed to Customization) changes to a Baseline Software which increase the functionality of the Baseline Software. Enhancements are provided pursuant to the Maintenance Agreement.

"Enrollment" means a TCC Member's student enrollment as provided for in the then-current edition of the Higher Education Directory published by Higher Education Publications, Inc., or some similar, disinterested higher education enrollment source as may then be designated by Ellucian to define Software pricing tiers for its higher education customers and potential customers.

"Equipment" means, in each instance, host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s), with all Ellucian-required third party databases and hardware/software peripherals, which are located within the United States of America (but may be accessed remotely in any location around the world from which such access can be obtained in accordance with U.S. laws, rules, and regulations) and for which Ellucian supports the Licensed Software.

"Exhibit" means, in each instance, a document which is marked as an "Exhibit" (including any Attachments thereto) and attached to this 2022 Master Agreement. Each Exhibit is incorporated herein by reference.

"Expiration Date" means, with respect to Baseline Software, the date upon which the initial Maintenance term ends for such Baseline Software as provided for in the applicable Order Form. With respect to Cloud Software, "Expiration Date" means the date upon which the Cloud Software term ends as provided for in the applicable Order Form.

"Fixed Fee Services" means Professional Services performed for a fixed price or on a milestone basis (as opposed to services performed on a per-hour basis at a specific hourly rate) that will be identified as such within an applicable Order Form with the purchasing TCC Member.

"Full-Time Allocated" or "FTA" means one (1) or more Ellucian personnel that, in the aggregate, provide Professional Services pursuant to this 2022 Master Agreement, in an amount equal to or exceeding 1,600 person-hours per Contract Year.

"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.

"Improvements" means, collectively, Enhancements and New Releases provided pursuant to the Maintenance Agreement.

"Information Resources Technology (Technologies)" is defined in Texas Government Code §2054.003.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks.

"Licensed Software" means the Software for which a right of use has been granted under a given Order Form in the aggregate.

"List Price" means Ellucian's then-current, internally-maintained and confidential list at which Ellucian makes its products and services generally available to institutions of higher education in the United States. TAMU-CC in its performance as Contract Administrator can request a copy of the Ellucian List Price.

"Maintenance Agreement" means that certain document attached to this 2022 Master Agreement and marked as Exhibit A, pursuant to which Ellucian will provide Maintenance as specified in an Order Form.

"Maintenance" means the provision of Improvements by Ellucian to TCC Members, under the terms and conditions of the Maintenance Agreement.

"Managed Cloud Services" means those services, including application hosting, remote database administration, application management, and other services that are identified as "Managed Cloud Services" or "Cloud Services" in an Order Form.

"Modification Maintenance Services" means providing a TCC Member with corrections of Documented Defects found during production use of Ellucian Proprietary Software that has been customized at the request of the TCC Member, as well as compliance upgrades that are reasonably necessitated by any subsequent general release version of the applicable Banner Baseline Software for which the custom solution in question was created by Ellucian, for the Term.

"New Releases" means new editions of a Baseline Software.

"Object Code" means low level code which is understandable by machine, generated from Source Code after going through compiler or other translator. Object Code cannot be modified from its executable machine code (binary) format and contains a sequence of machine-understandable instructions which a central processing unit understands and executes.

"Order Form" means a document, substantially in the form of Exhibit H to this 2022 Master Agreement, and executed by (a) Ellucian, TCC Member, and/or TAMU-CC in its capacity as Contract Administrator through which Contract Administrator receives order confirmation from the TCC Member, (b) Ellucian and TAMU-CC in its capacity as an individual TCC Member, or (c) Ellucian and TCC Member(s); and specifying in each instance, as applicable, the Software to be licensed, the Professional Services to be provided, the term of the Maintenance to be provided by Ellucian (if applicable), and the TCC Member to which Ellucian is to provide the same in each instance. Each Order Form is subject to the terms and conditions of this 2022 Master Agreement unless an exception is agreed to in writing on the Order Form and signed by all parties. The sample Order Forms attached collectively as Exhibit H may be modified to include Software Supplements, additional notes, or terms related to specific Software and/or to remove terms that do not apply to the specific transaction memorialized in the Order Form. Ellucian will use reasonable efforts to notify the Contract Administrator of any other modifications to the layout and content of the Order Form prior to use. For Cloud Software Order Forms, an applicable service level agreement may be included. An Order Form may specify that the Term applicable to Software (including Cloud Software and Term License Software), Software Support Services, Managed Cloud Services, or Professional Services licensed under such Order Form may be for a period of time longer than the Term of this 2022 Master Agreement provided that the terms and conditions of this 2022 Master Agreement shall continue to apply throughout the applicable Term of such Order Form notwithstanding the expiration of the Term of this 2022 Master Agreement. For the avoidance of doubt, the Term of an Order Form need not be coterminous with the Term of this 2022 Master Agreement but shall, absent specific approval from TCC to the contrary, align to a Contract Year or Term ending on August 31 of a given year.

"Partial Year" means any period specified in an Order Form as "Partial Year," and consisting of prorated

Maintenance in a portion of a Contract Year. In the event that an Order Form is executed in the middle of a Contract Year, the initial Contract Year will be aligned to the August 31 end date applicable to such partial Contract Year with the fees payable for such partial Contract Year prorated accordingly.

"Personal Data" means information that alone or in conjunction with other information identifies an individual, including, but not limited to, education records and personally identifiable information as such terms are defined in the Family Educational Rights and Privacy Act ("FERPA").

"Premises" means data processing facility(s) located in the State of Texas and agreed upon in writing by the parties as locations at which or from which Ellucian will provide Professional Services to any TCC Member.

"Professional Services" means in each instance, the implementation, training, Customization, consulting information technology services and/or managed services that Ellucian is to provide pursuant to an Order Form and for the remuneration otherwise provided for in such Order Form.

"Professional Services Agreement" means that certain document attached to this 2022 Master Agreement and marked as Exhibit B, pursuant to which Ellucian will provide Professional Services.

"Project Plan" means, in each instance, a detailed plan describing the specific Professional Services to be performed by Ellucian and the associated activities to be handled by the particular TCC Member in connection therewith. Upon its creation and approval by the TCC Member and Ellucian, the Project Plan will be deemed incorporated into the Professional Services Agreement pursuant to an Order Form.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software" means a computer software program which is identified in Exhibit D, Attachment D1, including all copies of Source Code (if provided), Object Code and all related specifications, Documentation and all corrections, modifications, additions, Improvements and Enhancements to, and all Intellectual Property Rights for, such Software.

"Software Supplement" means, with respect to a Software, the addendum provided as part of the applicable Order Form that contains additional terms, conditions, limitations, and/or other information pertaining to that Software. Software Supplements will be attached to and made a part of individual Order Forms as appropriate.

"Software Support Services" means the provision of Maintenance.

"Source Code" means a set of high level instructions/commands and statements which is written by a (human) programmer in plain text by using a computer programming language (e.g., C, C++, Java, Python, or Assembly language) which is not directly understandable by a central processing unit.

"Staffing FTA Year" means, for the Term of this 2022 Master Agreement and for the work performed under Attachment G1, each one (1) year period beginning on September 1 and ending on August 31 of the immediately following calendar year.

"Term" means, with respect to this 2022 Master Agreement, the period of time defined in Section 10 below, and means, with respect to an Order Form issued on the terms of this 2022 Master Agreement, the period of time identified as the "term" of the applicable Order Form.

"Term License Software" means any of the Software solutions that are identified within Exhibit D, Attachment D1 which Ellucian may offer for licensing on a term of years or subscription basis to a TCC Member, with Software Support Services for such Software included within the annual fees payable by the TCC Member, where (a) the beginning and ending dates of the TCC Member's right to use such Software

shall be specified within a Term License Software Order Form and (b) TCC Member's right to use the Software expires automatically at the end of the subscription term defined in the Term License Software Order Form.

"Texas A&M University Affiliate" or "TAMU Affiliate" means each of the following: Texas A&M University; Texas A&M University at Galveston; Texas A&M University at Qatar; Prairie View A&M University; Tarleton State University; Texas A&M University-Kingsville; Texas A&M University-Corpus Christi; Texas A&M International University; Texas A&M University-Texarkana; Texas A&M University-San Antonio; Texas A&M University-Central Texas; Texas A&M AgriLife Research; Texas A&M Forest Service; Texas A&M AgriLife Extension Service; Texas A&M Veterinary Medical Diagnostic Laboratory; Texas A&M Engineering Experiment Station; Texas A&M Engineering Extension Service; Texas A&M Transportation Institute; The Texas A&M University System Offices; Texas A&M University Health Science Center; West Texas A&M University; Texas A&M University-Commerce; Texas Division of Emergency Management; Association of Former Students; Texas A&M Foundation; 12th Man Foundation; Texas A&M Research Foundation; and any other college, university or agency that, subsequent to the Effective Date, becomes part of The Texas A&M University System in accordance with the applicable requirements and law and established procedures for such joiner (a "Future Institution"), provided that TAMU-CC must first provide Ellucian with notice that a Future Institution has become part of The Texas A&M University System before such Future Institution will be deemed a TAMU Affiliate for purposes of this 2022 Master Agreement.

"Texas Connection Consortium" or "TCC" means the organization and community of Institutions of Higher Education (as defined in Section 61.003(8) of the *Texas Education Code*) joined together through consolidation of resources to deliver Texas-specific software through modification, enhancements and State reporting solutions.

"TCC Member" means, in each instance, either (i) an entity meeting the criteria specified in Exhibit C of this 2022 Master Agreement that has completed, executed and delivered an Order Form or may hereafter complete, execute and deliver an Order Form during the Term, or (ii) TAMU-CC acting for and on behalf of itself as an individual institution. Exhibit C, Attachment C1, contains a complete list of the TCC Members as of the Effective Date of this 2022 Master Agreement.

"TCC Member Data" means all electronic data or information submitted by TCC Member to the Software or in conjunction with Managed Cloud Services, Professional Services, and/or Software Support Services.

"TCC Member Personal Data" means certain Personal Data of a TCC Member's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations and which is provided to Ellucian by a TCC Member to affect the purposes of an Order Form.

"TCC Center" means a facility which is maintained and staffed by Ellucian in accordance with Exhibit G, for the provision of the Centralized Support Services to include software modifications, enhancements and reports, and from where Ellucian will provide warranty and Maintenance to TCC Members, all as otherwise provided for in Exhibit G. The TCC Center shall be located at Ellucian's regional business offices in Frisco, Texas or at another location as may be determined by Ellucian in its sole discretion. Certain personnel may access the TCC Center remotely to perform Centralized Support Services from another location. The TCC advisory board (as defined in Attachment E1 of Exhibit E) will advise the TCC Director on the desired goals or other service related results needed for the benefit of the TCC Members. The TCC advisory board will do so by appointing two or more liaison representatives that will monitor the plans and service actions being performed by the TCC Center against the TCC advisory board and the TCC Members' requests for services. The TCC Director (as defined in Exhibit G) will be expected to participate in meetings called by the liaisons and provide reports to the TCC advisory board. The TCC advisory board will provide to the Ellucian Representative (as defined below) an assessment of the effectiveness of the TCC Center and of the TCC Director's effectiveness in delivery of services to the membership. Ellucian may use the assessment for performance evaluations, as well as promotions and salary increases.

"Third Party Software" means, in each instance, an Available Software product identified in Exhibit D, Attachment D1 under the heading of "Third Party Software." Third Party Software products listed in Exhibit D, Attachment D1 include integration between Ellucian and the applicable product in order to 1) maintain compatibility, or 2) provide Customization to work with Ellucian Proprietary Software. When licensed from Ellucian, Ellucian provides first tier support for the Third Party Software listed in Attachment D1.

"User" means (i) an employee of a TCC Member who is authorized by the TCC Member to use the Licensed Software or (ii) a third party contractor engaged by a TCC Member who is authorized by the TCC Member to use the Licensed Software and, prior to obtaining access to the Licensed Software, has executed a Ellucian-approved non-disclosure agreement substantially in the form of the document attached to this 2022 Master Agreement as Exhibit J.

"2022 Master Agreement" means this 2022 Master Agreement, including each of the Exhibits.

2. Right to Grant License and Ownership. Ellucian has all rights to grant the license and rights of usage for the Licensed Software provided for in this 2022 Master Agreement. Except as otherwise indicated in an applicable Software Supplement, Ellucian owns the Licensed Software.

3. License. Subject to the terms and conditions of this 2022 Master Agreement, upon the parties' execution of an Order Form in each instance, Ellucian will grant the appropriate TCC Member, a non-exclusive, non-transferable license to use and copy for use, each Software specified in the Order Form in question, on the Equipment (when applicable), and only for the TCC Member's own computing operations. This license grant is perpetual, subject to compliance with the terms of this 2022 Master Agreement for perpetual licenses to Software, except that license(s) for Cloud Software or on-premises Term License Software are granted only for the term of years specified in the applicable Order Form. Such licensing rights are also extended to the TCC Member for the Documentation for each such Software (subject, without limitation, to any copying restrictions provided for in an applicable Software Supplement, as otherwise specified in Section 3(c) of this 2022 Master Agreement), and for any other materials made available to the TCC Member during the provision of Professional Services, such as training materials, fit gap summaries, Project Plans, and data conversion tools ("Related Materials"). Unless otherwise specified in a Software Supplement or an Order Form, the TCC Member shall also have the right to make additional copies of the Software, subject to the terms, conditions and restrictions otherwise provided for in this 2022 Master Agreement. Use of the input and/or output sensory displays of or from the applicable Licensed Software by third parties (such as, but without limitation, to retrieve, view and input data from and in the Licensed Software by the TCC Member's students, alumni, vendors, and other affiliated organizations through Web-enabled capabilities existing in the Licensed Software, in the course of and as reasonably required by such third parties' respective roles and relationships with the TCC Member, including, subject to applicable US laws and restrictions, through the internet from outside of the United States) are permitted. The computer readable media containing Source Code and Object Code for the Licensed Software may also contain Source Code and Object Code for Software for which a TCC Member is not granted a right for use. The TCC Member may not make any use of any Source Code and/or Object Code for any such Software for which a license has not so been expressly granted. Any rights not expressly granted in this 2022 Master Agreement are expressly reserved.

(a) Source Code. If the Order Form in question does not otherwise provide that the TCC Member named therein has a right to use Source Code for a particular Software, then such TCC Member has no rights in or to the Source Code for that Software. Only with respect to the Software for which the Source Code is so licensed, a TCC Member has the right to compile, modify, improve and enhance the Licensed Software specified in the Order Form in question. No TCC Member may disclose all or any part of the Source Code for the Licensed Software to any person except Users who, before obtaining access to the Source Code, have been informed by the TCC Member of the non- disclosure obligations imposed on the applicable TCC Member, and if applicable, such Users have executed an Ellucian approved non-disclosure agreement substantially in the form of the document attached to this 2022 Master Agreement as Exhibit J.

(b) Object Code. A TCC Member has the right to use the Licensed Software licensed to that TCC Member pursuant to the applicable Order Form (i) in Object Code form and (ii) in Object Code form temporarily on another Ellucian-supported configuration, for disaster recovery of the TCC Member's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, a TCC Member can make a reasonable number of copies of the Documentation for each Software listed on its respective Order Form for its use in accordance with the terms of this 2022 Master Agreement.

(d) Restrictions on Use of the Licensed Software.

(i) Reverse engineering, disassembly or decompilation of the Licensed Software is strictly prohibited. Use of the Licensed Software to provide service bureau data processing services or to otherwise provide data processing services to third parties (including any TCC Member other than that for which the Licensed Software has been so licensed) is strictly prohibited except as otherwise permitted in this Section 3. The Licensed Software may not be used by, or disclosed to, any person except Users. Without limiting the foregoing, use of the input and/or output sensory displays of or from the applicable Licensed Software by third parties on a strict "need to know" basis, will not be deemed a non-permitted disclosure of the Licensed Software. The Licensed Software, in whole or in part, may not be exported outside of the continental United States of America, 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 U.S. Department of Commerce and such other appropriate governmental authorities.

(ii) All Order Forms under this 2022 Master Agreement are subject to United States laws and regulations controlling the export of computer hardware, technical data, computer software, laboratory prototypes and other commodities, or derivatives of any of the foregoing. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government or written assurances by the TCC Member that the TCC Member will not export data or commodities to certain countries without advance approval of that agency. Ellucian neither represents that a license will not be required nor that, if required, it will be issued. Each TCC Member shall comply with all applicable export laws and regulations and may not (i) directly or indirectly export or allow the export of Software, in whole or in part, outside of the United States in violation of those laws or regulations, or (ii) provide access to the Software to anyone on the United States Treasury Department's List of Specially Designated Nationals and Blocked Persons List, List of Specially Designated Terrorists, or the United States Commerce Department's Denied Persons List.

(e) Intellectual Property Rights Notices. The Intellectual Property Rights notice(s) embedded in or that Ellucian otherwise provides with the Licensed Software may not be altered or removed. The unaltered Intellectual Property Rights notice(s) must be reproduced in any full or partial copies of the Licensed Software.

(f) Cloud Software. The Cloud Software is subject to the terms and conditions of the Ellucian Cloud Software Standards attached hereto as Exhibit L (the "Cloud Standards"). In the event of any conflict or inconsistency between the terms and conditions of this 2022 Master Agreement and the Cloud Standards, this 2022 Master Agreement will control.

4. Professional Services. Ellucian will provide the TCC Members or TAMU-CC, in its capacity as Contract Administrator for the needs of all TCC Members, with Professional Services pursuant to an Order Form, and for the remuneration otherwise provided for in such Order Form, in accordance with the terms of the Professional Services Agreement attached hereto as Exhibit B.

5. Delivery. In each instance, Ellucian will deliver or otherwise make available electronically the Baseline Software identified in an Order Form to the TCC Member(s) specified in such Order Form at the Delivery Address specified in such Order Form (for on-premise Software) within thirty (30) days after such Order Form has been signed by all parties.

6. Invoicing, Payment and Taxes.

(a) Software and Maintenance Invoicing. In each instance, an Order Form, after execution by either TAMU-CC acting in its capacity as Contract Administrator or the TCC Member, and the assignment of a TAMU-CC control number, may be used as the basis for Ellucian to develop an invoice for payment. Ellucian shall not bundle invoices, but rather create one (1) invoice per Order Form. Each invoice must contain the TAMU-CC control number and the appropriate TCC Member's name. For the annual Maintenance billing, Ellucian will submit a spreadsheet to Contract Administrator by July 15th of the applicable Contract Year for review and approval by all appropriate TCC Members. Payment for annual Maintenance shall occur the earlier of thirty (30) calendar days after: (i) October 1, or (ii) thirty (30) calendar days after the date the spreadsheet has received final approval from the TCC Members, such approval which will not be unreasonably withheld, delayed or conditioned in any instance.

(b) Software and Maintenance Invoicing for TAMU Affiliates. In each instance, an Order Form after execution by a TAMU Affiliate and Ellucian, may be used as the basis for Ellucian to develop an invoice for payment. Ellucian shall not bundle invoices, but rather create one (1) invoice per the applicable Order Form. Each invoice must contain the appropriate TAMU Affiliate's name. Ellucian will provide a copy of the executed Order Form to Contract Administrator. Further, Ellucian will remit to Contract Administrator, as outlined in Exhibit F, the appropriate retained license and Maintenance fees.

(c) Professional Services Invoicing. In each instance, an Order Form processed by a TCC Member after execution by Ellucian may be used as the basis for Ellucian to develop an invoice for payment. In instances when Professional Services are requested for a particular TCC Member, Ellucian shall develop an invoice for payment directly by the TCC Member who processed the Order Form. In instances when Professional Services are requested by the Contract Administrator for the needs of all TCC Members, Ellucian shall develop an invoice for payment by the Contract Administrator.

(d) Payment, Generally. For the Licensed Software, Maintenance, and Professional Services, the TCC Members will pay the fees identified in the applicable Order Form which shall be consistent with the terms and conditions stated in Exhibit E. Without limiting the foregoing, however, in consideration of TAMU-CC's expenses in connection with the ongoing administration of this 2022 Master Agreement as the Contract Administrator, the net amounts that TAMU-CC will remit to Ellucian for the Software and Maintenance that Ellucian provides to the TCC Members are set forth in Exhibit E, Attachment E1 and Exhibit F. Contract Administrator shall forward to Ellucian all payments based on Ellucian's invoices after it receives payment from TCC Members. TCC Members shall remit payment to Contract Administrator by not later than thirty (30) calendar days after the date the TCC Member received the interagency transfer voucher or invoice from Contract Administrator. Late payments shall be subject to additional charges to be determined by statute, except for those amounts properly disputed under Chapter 2251, *Texas Government Code*, provided, however, the payment due date will not be extended beyond what is provided in Chapter 2251, *Texas Government Code*, and late fees and/or interest may apply.

(e) Expenses. Except as may otherwise be provided for in any specific Order Form, expenses incurred by Ellucian for travel in providing any Software, Maintenance and/or Professional Services shall be additional and shall be billed at the rates where applicable and only for the categories of expense as allowed in the State of Texas Travel Allowance Guide (the "Texas Travel Guide") in effect at the time the expenses are incurred. It is the responsibility of the TCC Member that processed the Order Form related to the expenses to fund the payment of allowable expenses. Travel time of Ellucian personnel staffing the TCC Center who

are traveling within the Frisco, Texas metropolitan area shall not be billed by Ellucian.

(f) Payment of Invoices. All payments by TAMU-CC in its capacity as Contract Administrator or TCC Members under this 2022 Master Agreement shall be made in accordance with Chapter 2251, *Texas Government Code*.

(g) Taxes. TAMU-CC represents that it and the TCC Members and TAMU Affiliates are tax-exempt entities under local, state and federal law and are currently not liable for payment of taxes in connection with this 2022 Master Agreement.

(h) License Adjustments. License fees, associated maintenance fees (if applicable), and/or annual subscriptions fees will increase for any Software licensed on a User, "seat" or other pricing metric if the number of a TCC Member's Users, "seats" or other licensing metric increases beyond the licensed metric ordered (e.g., CRM Users, reports, address cleanses, or bulk email sends) during the Term of the Order Form(s). Ellucian will prepare a subsequent Order Form to increase the licensed metric, the license fees and associated Maintenance fees; upon execution of that subsequent Order Form, the TCC Member's license will thereafter reflect the increased licensed quantity during the remainder of the applicable Term.

(i) Good Faith Dispute (as to payment of invoices). A "Good Faith Dispute" means a good faith dispute by a TCC Member of certain amounts invoiced under this Agreement. Only to the extent consistent with Chapter 2251, *Texas Government Code*, a Good Faith Dispute will be deemed to exist only if (i) a TCC Member has given written notice of the dispute to Ellucian promptly after receiving the invoice and (ii) the notice explains the TCC Member's position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed, and TCC shall, to the extent permitted by Chapter 2251, *Texas Government Code*, pay Ellucian for any amounts not subject to a Good Faith Dispute.

7. Limited Warranties, Disclaimer of Warranties and Election of Remedies.

(a) Limited Baseline Software Warranty by Ellucian and Remedy For Breach. For each Software, Ellucian warrants to the appropriate TCC Member that, for a period of twelve (12) months after the Delivery Date, the Baseline Software, as used on the Equipment for the non-commercial computing operations of the TCC Member, will operate without Documented Defects. For each Documented Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide the appropriate TCC Member with an Avoidance Procedure for or a correction of the Documented Defect. If, despite its reasonable efforts, Ellucian is unable to provide an Avoidance Procedure for or a correction of a Documented Defect, then, subject to the limitations set forth in Section 16 of this 2022 Master Agreement, the appropriate TCC Member may pursue a 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 for breach of this limited warranty, and Ellucian's sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Limited Customizations Warranty by Ellucian and Remedy For Breach. For each Customization, Ellucian warrants to the appropriate TCC Member that, for a period of ninety (90) days after Ellucian first delivers such Customization to a TCC Member, as applicable, the Customization, as used on the computer configuration for which Ellucian developed the Customization for the non-commercial computing operations of the TCC Member, will operate without Documented Defects. For each Documented Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide the appropriate TCC Member with an Avoidance Procedure for or a correction of the Documented Defect. If, despite its reasonable efforts, Ellucian is unable to provide an Avoidance Procedure for or a correction of a Documented Defect, then, subject to the limitations set forth in Section 16 of this 2022 Master Agreement, the appropriate TCC Member may pursue a 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 for

breach of this limited warranty, and Ellucian's sole obligations for breach of this limited warranty are contained in this Section 7(b).

(c) Ellucian will render all Professional Services in a professional and workmanlike manner, using personnel generally deemed acceptable in the information technology industry to perform the Professional Services that such Ellucian personnel have been assigned to perform ("Service Standards"). Ellucian will promptly replace any Ellucian personnel that are rendering Professional Services on-site at the Premises if the appropriate TCC Member reasonably determines that such personnel do not so exhibit the requisite skills and provides Ellucian with written notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement. To the extent Ellucian fails to provide any Professional Services in accordance with these Service Standards and is notified promptly by the TCC Member in writing of such failing, Ellucian shall re-perform the services at issue at no additional cost. This remedy is exclusive and is in lieu of all other remedies for breach of this limited warranty, and Ellucian's sole obligations for breach of this limited warranty are contained in this Section 7(c).

(d) Disclaimer of Warranty and Conditions. The limited warranties in Sections 7(a), 7(b) and 7(c) are made to the appropriate TCC Member exclusively and are in lieu of all other warranties. **ELLUCIAN MAKES NO OTHER WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER OR PURSUANT TO THIS 2022 MASTER AGREEMENT AND/OR THE LICENSED SOFTWARE, IN WHOLE OR IN PART. ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

(e) Abrogation of Limited Warranty. The limited warranties in Section 7(a), 7(b) and 7(c) will be null and void if: (i) anyone (including TAMU-CC) other than Ellucian modifies the Baseline Software or Customization, as applicable; or (ii) the TCC Member in question does not implement changes that Ellucian provides to correct or improve the Baseline Software or Customization, as applicable. If despite any modification of the Software or Customization, Ellucian can replicate the reported problem as if the problem were a Documented Defect, then Ellucian will nonetheless provide the TCC Member in question with an Avoidance Procedure for or a correction of that reported problem as though the reported problem were a Documented Defect.

(f) Warranty and Maintenance Obligations Inure To The Appropriate TCC Member. Ellucian, TAMU-CC and each TCC Member, through its execution of an Order Form, hereby acknowledge and agree that Ellucian's obligations of warranty and support pursuant to this 2022 Master Agreement, and to provide Maintenance under the Maintenance Agreement, inure only to the appropriate TCC Member, and only at the TCC Center.

8. Confidential Information.

(a) Except as otherwise permitted under this 2022 Master Agreement, the Recipient will not knowingly 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. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this 2022 Master Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, the obligations of the TCC Members to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity.

(b) Without limiting the foregoing, neither TAMU-CC acting in its capacity as Contract Administrator nor a TCC Member shall be deemed to have breached its obligations under Section 8(a) if Contract Administrator or a TCC Member receives a request pursuant to Texas Public Information Act (as defined below) for copies of Ellucian Confidential Information, and Contract Administrator or a TCC Member complies with applicable provisions of the Texas Public Information Act, which includes providing Ellucian notice of and an opportunity to challenge or seek an order limiting the scope of such request. Nothing in this Section 8(b) shall be deemed to permit Contract Administrator or a TCC Member to disclose any Confidential Information of Ellucian, pursuant to a request under the Texas Public Information Act, which Contract Administrator or a TCC Member is not required by applicable law to disclose.

(c) Public Information. Subject to the requirements referenced in Section 8(b) above,

(i) Ellucian acknowledges that TAMU-CC acting in its capacity as Contract Administrator and each TCC Member is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code* (the "Texas Public Information Act"), in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(ii) Upon Contract Administrator's or a TCC Member's written request, Ellucian will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under the Texas Public Information Act to Contract Administrator or the TCC Member in a non-proprietary format acceptable to Contract Administrator or such TCC Member. As used in this provision, "public information" has the meaning assigned in Section 552.002 of the Texas Public Information Act, but only includes information to which Contract Administrator or the TCC Member has a right of access.

(iii) Ellucian acknowledges that Contract Administrator and the TCC Members may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*, provided that Ellucian commercial and financial information will be redacted or removed prior to posting as provided under Section 552.110 of the Texas Public Information Act.

(iv) The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this 2022 Master Agreement and Ellucian agrees that the 2022 Master Agreement can be terminated if Ellucian knowingly or intentionally fails to comply with a requirement of that subchapter.

(d) TCC Member Personal Data. Ellucian agrees that for so long as it processes TCC Member Personal Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the privacy and security of TCC Member Personal Data set forth in the Data Processing Addendum attached hereto as Exhibit K. Ellucian shall store TCC Member Personal Data only on devices located within the United States.

9. Intellectual Property Indemnity by Ellucian.

(a) Defense of Claim and Conditions of Defense. Ellucian is the owner or legal licensor of the Licensed Software and has the right to grant the TCC Members the license to use the Licensed Software without violating any Intellectual Property Rights of any third party. To the best of Ellucian's knowledge, there are no actual or threatened suits by any such third party based on an alleged violation of such right by Ellucian as of the Effective Date. Ellucian will indemnify and hold Contract Administrator and each TCC Member harmless from and against any loss, cost, and expense that Contract Administrator or that TCC Member incurs because of a claim that use of a Baseline Software or Customization infringes any third party's Intellectual Property Rights. Ellucian's obligations under this provision are expressly conditioned on the following: (i) Ellucian must be notified promptly of any such claim; (ii) to the extent authorized by the State

of Texas Attorney General, Ellucian must be granted sole control of the defense of any such claim and of all negotiations for its settlement or compromise, provided that Contract Administrator and TCC Members may choose to represent their own interests in any such action, at their expense, but such representation must not prejudice Ellucian's right to control the defense of the claim and negotiate its settlement or compromise; (iii) Contract Administrator and each affected TCC Member must cooperate with Ellucian to facilitate the settlement or defense of the claim; and (iv) the claim must not arise from modifications or (with the express exception of the other Software or Customizations, and third party hardware and software specified by Ellucian in writing as necessary for use with the Licensed Software) from the use or combination of products provided by Ellucian with items provided by any TCC Member, or others.

(b) Remedies For Infringement. If any Software or Customization is, or in Ellucian's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then Ellucian, at its sole option and expense, will either: (A) obtain for the affected TCC Member the right to continue using the Software or Customization under the terms of this 2022 Master Agreement; or (B) replace the Software or Customization with products that are substantially equivalent in function, or modify the Software or Customization, as applicable, so that it becomes non- infringing and substantially equivalent in function. If, despite the exertion of its good faith, diligent efforts, Ellucian is unable to provide the remedies described in either (A) or (B) above, then Ellucian will refund to Contract Administrator, for distribution to the affected TCC Member, as applicable, the license fee paid to Ellucian for the Software(s) giving rise to the infringement claim, or the Professional Services fees paid by Contract Administrator, on behalf of a TCC Member, for the creation of the Customization(s) giving rise to the infringement claim, as applicable; and in either instance, less a charge for use based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS ELLUCIAN'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Term. TCC Members' rights to license Software and to obtain Maintenance and Professional Services pursuant to this 2022 Master Agreement will remain in full force and effect as of the Effective Date through August 31, 2027 ("Initial Term"). All perpetual Software licenses for the Software that Ellucian has granted prior to the expiration of the Term will remain in full force and effect in accordance with the terms of this 2022 Master Agreement.

(b) Renewal Option. TAMU-CC acting in its capacity as Contract Administrator will have the unilateral right (the "Renewal Option") to renew this 2022 Master Agreement for one or more additional terms (each, a "Renewal Term", and collectively with the Initial Term, the "Term"), subject to execution of a written agreement signed by authorized representatives of TAMU-CC and Ellucian and provided that the maximum Term of this 2022 Master Agreement may not exceed ten (10) years. TAMU-CC can exercise the Renewal Option by providing Ellucian with notice of intent, to be received by Ellucian by no later than August 31, 2026, advising Ellucian that TAMU-CC is so exercising the Renewal Option. Provided that TAMU-CC has given notice of its intent to exercise the Renewal Option, Ellucian will prepare a written amendment extending the Term through the end of the Renewal Term, which amendment must be signed by both parties to be of any force or effect. Absent TAMU-CC's timely notice of exercise of the Renewal Option and/or absent full execution of the amendment memorializing the extension, the Term will expire on August 31, 2027.

(c) Right of Termination For Cause.

(i) Termination of Agreement in its Entirety. TAMU-CC acting in its capacity as Contract Administrator and Ellucian will each have the right to terminate this 2022 Master Agreement in its entirety if the other party breaches a material provision of this 2022 Master Agreement.

Either Contract Administrator or Ellucian has the right to terminate this 2022 Master Agreement

in its entirety at any time while an event or condition giving rise to the right of termination exists. To terminate this 2022 Master Agreement, the party seeking termination of this 2022 Master Agreement in its entirety must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this 2022 Master Agreement will be deemed terminated at the end of that period, effective immediately upon receipt of written notice to that effect. However, notice to Ellucian of a suspected Documented Defect will not constitute a notice of termination of this 2022 Master Agreement.

(ii) Termination of Individual Order Form. Contract Administrator, on behalf of a TCC Member, or a TCC Member, in its own right, as one party; and Ellucian, as the other party, will each have the right to terminate an individual Order Form for cause if the other party (that is, Ellucian or the applicable TCC Member under such Order Form) breaches a material obligation under or pursuant to that Order Form. Either party has the right to terminate the applicable Order Form at any time while an event or condition giving rise to the right of termination exists. To terminate an Order Form, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination, unless such breach is not capable of cure, in which case the Order Form will be deemed terminated upon the date the other party receives such notice of termination. If the event or condition giving rise to the right of termination is not cured within that period, the Order Form in question may be terminated by the non-breaching party at the end of that period upon ten (10) days written notice. However, notice to Ellucian of a suspected Documented Defect will not constitute a notice of termination of an Order Form.

(d) Termination For Cause Without Prejudice to Other Rights and Remedies. Termination of this 2022 Master Agreement for cause will be without prejudice to the terminating party's other rights and remedies pursuant to and as limited by this 2022 Master Agreement.

(e) Limited Right of Termination for Non-Appropriation. TCC Members may terminate Order Forms and TAMU-CC acting in its capacity as Contract Administrator may terminate this 2022 Master Agreement, without recourse, if funds sufficient to pay obligations hereunder are not appropriated by the Texas Legislature. In the event of non-appropriation, Ellucian will be provided ten (10) business days written notice of intent to terminate. Termination for non-appropriation shall be effective as of the end of the last fiscal year in which the TCC Member or Contract Administrator had appropriated funding on August 31. It is each TCC Members' intent, to the extent allowable by Texas law, to make all payments due pursuant to this 2022 Master Agreement if funds are legally available therefor, and in that regard TAMU-CC in its capacity as Contract Administrator represents and warrants to Ellucian that Maintenance and Professional Services to be provided by Ellucian pursuant to this 2022 Master Agreement, are important to the proper, efficient and economic operation of TAMU-CC in its capacity as Contract Administrator and each TCC Member. For the avoidance of doubt, this limited right of termination for non-appropriation is limited to (i) Professional Services Order Forms and (ii) each Contract Year after the initial one under an applicable Order Form for a multi-year term with respect to Term License Software, Managed Cloud Services, and/or Software Support Services. Fees specified in an Order form, including without limitation, license fees are non-cancelable and nonrefundable, unless specifically provided in an Order Form or this 2022 Master Agreement.

(f) Limited Right of Termination Upon Termination of Interagency Agreement. Notwithstanding any other provision of this 2022 Master Agreement, TAMU-CC acting in its capacity as Contract Administrator will have the right to terminate this 2022 Master Agreement by providing Ellucian with not less than thirty (30) days prior written notice of such termination, upon the termination of the Interagency and Interlocal

Agreement between Contract Administrator and TCC. Outstanding Order Forms for Professional Services to be performed by Ellucian and payments to be made by TCC Members thereunder shall survive termination of this 2022 Master Agreement under this clause and remain in effect in accordance with their respective terms and conditions.

(g) Effect of Termination. Upon termination of this 2022 Master Agreement by either party, each TCC Member will promptly return to Ellucian or (at Ellucian's request) will destroy all copies of the Licensed Software, and will certify to Ellucian in a writing signed by a duly authorized representative of the appropriate TCC Member that it has done so. In the event of any such termination, Ellucian will work in good faith with each TCC Member to retain from the Licensed Software such information as is reasonably necessary to enable the TCC Member to comply with applicable records retention laws.

(h) Extended Obligations. This Agreement does not require that the period for any Cloud Software or Term License Software (as opposed to a perpetual license), Maintenance or Professional Services be co-terminus with the Term. For the avoidance of doubt, an Order Form can provide for Cloud Software, Term License Software, Maintenance or Professional Services for a period which extends beyond the Term of this 2022 Master Agreement. In such instances, the terms and conditions of this 2022 Master Agreement shall be incorporated within and continue to apply through the expiration of the Term of the applicable Order Form, and this 2022 Master Agreement will be deemed continuing and in full force and effect, notwithstanding the expiration of the Term, only for the purposes of the applicable Order Form(s).

(i) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this 2022 Master Agreement.

(j) Breach of Order Form Obligation. Notwithstanding any other term or condition of this 2022 Master Agreement, Ellucian's breach of any of its obligations pursuant to any Order Form will constitute a breach of that Order Form only, and will not, in and of itself, give rise to a right of termination of this 2022 Master Agreement *in toto*.

11. Notices. All notices and other communications required or permitted pursuant to this 2022 Master Agreement must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; or transmitted by facsimile or email with read receipt. Notices must be sent to a party at its address shown on the first page of this 2022 Master Agreement, or to such other place as the party may subsequently designate for its receipt of notices. Each party must promptly send copies of any notice of material breach and/or termination of this 2022 Master Agreement to the Office of General Counsel of the other party at the following addresses:

If to TAMU-CC
Attn: Contracts Administration
Texas A&M University-Corpus Christi
6300 Ocean Drive, Unit 5731
Corpus Christi, Texas 78412
E-Mail: contracts@tamucc.edu

With copy to:
Attn: Ed Evans, Sr. Associate VP & CIO
6300 Ocean Drive
Corpus Christi, Texas 78412
Email: ed.evans@tamucc.edu

If to Ellucian:
General Counsel
4 Country View Road

Malvern, PA 19355
FAX number (610) 578-7457
E-Mail: jim.bennett@ellucian.com with a copy to ask.legal@ellucian.com

12. Force Majeure. Neither party will be in breach of its obligations under this 2022 Master Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred. "Force Majeure Event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure Event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure Event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure Event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to a Force Majeure Event must be given within a reasonable time after its occurrence and must describe the Force Majeure Event(s) and the actions taken to minimize the impact of such Force Majeure Event(s). For the avoidance of doubt, the COVID-19 (or variant) pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure Events, even to the extent reasonably foreseeable by either party as of the Effective Date.

13. Assignment. Except as otherwise provided for below, neither party may assign any of its rights or obligations pursuant to this 2022 Master Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. Notwithstanding the foregoing, (a) Ellucian's assignment of this 2022 Master Agreement or of any of Ellucian's rights pursuant to this 2022 Master Agreement 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 Ellucian's assignment of this 2022 Master Agreement to any entity which now or in the future is controlled by, controlling or under common control with Ellucian will not be considered "prohibited assignments" for purposes of this 2022 Master Agreement so long as prompt written notice of the merger, consolidation or sale is provided to Contract Administrator; and (b) TAMU-CC acting in its capacity as Contract Administrator may assign this 2022 Master Agreement to any Texas governmental or quasi-governmental entity that is TAMU-CC's successor in interest as may hereafter be designated as such by the Legislature of the State of Texas, or any designee of Contract Administrator. The parties agree to cooperate in the development and execution of necessary contractual documentation to update this 2022 Master Agreement as may be required upon an assignment.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this 2022 Master Agreement 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.

15. Choice of Law; Severability. This 2022 Master Agreement will be construed pursuant to the laws of the State of Texas without regard to conflicts of laws provisions thereof. If any provision of this 2022 Master Agreement is illegal or unenforceable, it will be deemed stricken from this 2022 Master Agreement and the remaining provisions of this 2022 Master Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY; EXCLUSION OF DAMAGES.

(a) LIMITATIONS OF LIABILITY. EXCEPT FOR LIABILITY ARISING FROM (I) OBLIGATIONS TO INDEMNIFY

UNDER SECTION 9; (II) CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY ELLUCIAN WHILE ON THE PREMISES OF A TCC MEMBER; (III) AS OTHERWISE EXPLICITLY SET FORTH IN THIS SECTION 16; OR (IV) AS OTHERWISE EXPLICITLY SET FORTH IN SECTION 18(cc) BELOW, ELLUCIAN'S AGGREGATE LIABILITY TO TCC AND/OR EACH TCC MEMBER, COLLECTIVELY AND/OR INDIVIDUALLY WILL NOT EXCEED THE FOLLOWING AMOUNTS:

(1) FOR SOFTWARE LICENSED PURSUANT TO A PERPETUAL LICENSE ORDER FORM, ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE LICENSE FEE ACTUALLY PAID TO ELLUCIAN UNDER THAT ORDER FORM;

(2) ELLUCIAN'S CUMULATIVE LIABILITY IN CONNECTION WITH MAINTENANCE WILL NOT EXCEED (A) FOR THE FIRST THREE (3) YEARS OF THE MAINTENANCE TERM, TWO (2) TIMES THE MAINTENANCE FEES ACTUALLY PAID TO ELLUCIAN UNDER THAT ORDER FORM FOR THE CONTRACT YEAR DURING WHICH SUCH LIABILITY FIRST AROSE, AND (B) THEREAFTER THE MAINTENANCE FEES ACTUALLY PAID TO ELLUCIAN UNDER THAT ORDER FORM FOR THE CONTRACT YEAR DURING WHICH SUCH LIABILITY FIRST AROSE;

(3) FOR ANY CLOUD SOFTWARE OR TERM LICENSE SOFTWARE, ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE FEES ACTUALLY PAID TO ELLUCIAN FOR SUCH SOFTWARE OR SERVICES UNDER THE APPLICABLE ORDER FORM FOR THE YEAR DURING WHICH SUCH LIABILITY FIRST AROSE; and

(4) ELLUCIAN'S CUMULATIVE LIABILITY IN CONNECTION WITH PROFESSIONAL SERVICES WILL NOT EXCEED THE PROFESSIONAL SERVICES FEES ACTUALLY PAID TO ELLUCIAN UNDER THE ORDER FORM PURSUANT TO WHICH THE PROFESSIONAL SERVICES GIVING RISE TO THE LIABILITY WERE ACQUIRED.

(b) EXCEPT FOR LIABILITY ARISING FROM (I) A BREACH OF THE LICENSING USE RESTRICTIONS AND LIMITATIONS IMPOSED ON EACH TCC MEMBER WITH REGARD TO THE SOFTWARE AND CUSTOMIZATIONS; (II) CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY A TCC MEMBER WHILE ON THE PREMISES OF ELLUCIAN; OR (III) AS OTHERWISE EXPLICITLY SET FORTH IN THIS SECTION 16, EACH TCC MEMBER'S AGGREGATE LIABILITY TO ELLUCIAN:

(1) FOR SOFTWARE LICENSED PURSUANT TO A PERPETUAL LICENSE ORDER FORM, EACH TCC MEMBER'S CUMULATIVE LIABILITY WILL NOT EXCEED THE LICENSE FEE DUE UNDER THAT ORDER FORM;

(2) EACH TCC MEMBER'S CUMULATIVE LIABILITY IN CONNECTION WITH MAINTENANCE UNDER A SOFTWARE SUPPORT SERVICES OR MAINTENANCE ORDER FORM WILL NOT EXCEED THE MAINTENANCE FEES DUE UNDER THAT ORDER FORM FOR THE CONTRACT YEAR DURING WHICH SUCH LIABILITY FIRST AROSE;

(3) FOR ANY CLOUD SOFTWARE OR TERM LICENSE SOFTWARE, EACH TCC MEMBER'S CUMULATIVE LIABILITY WILL NOT EXCEED THE FEES DUE UNDER THE APPLICABLE ORDER FORM FOR THE YEAR DURING WHICH SUCH LIABILITY FIRST AROSE; and

(4) EACH TCC MEMBER'S CUMULATIVE LIABILITY IN CONNECTION WITH PROFESSIONAL SERVICES WILL NOT EXCEED THE PROFESSIONAL SERVICES FEES DUE UNDER THE ORDER FORM PURSUANT TO WHICH THE PROFESSIONAL SERVICES GIVING RISE TO THE LIABILITY WERE ACQUIRED.

(c) EXCLUSIONS OF DAMAGES. IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND

WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN SECTION 16 WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS 2022 MASTER AGREEMENT.

17. Cause of Action. Subject to the other limitations set forth in this 2022 Master Agreement, each TCC Member that is a signatory to an Order Form under this 2022 Master Agreement shall have an independent cause of action against Ellucian for any breach by Ellucian of its obligations to that TCC Member under this 2022 Master Agreement.

18. Certain Additional Provisions.

(a) Order Forms Subject To This 2022 Master Agreement. Each Order Form under this 2022 Master Agreement that is accepted by Ellucian will be subject to this 2022 Master Agreement. Notwithstanding any provision to the contrary contained in this 2022 Master Agreement, the terms and conditions of this 2022 Master Agreement will supersede any provision on an Order Form unless the Order Form specifies in any instance that terms and conditions in that Order Form will be superseding and controlling with regard only to that particular Order Form and the particular TCC Member identified in that Order Form. Any Order Form must be executed by the Contract Administrator and Ellucian, and when applicable, by the individual TCC Member; provided, however, that Order Forms for Professional Services need only be executed by both Ellucian and the TCC Member in question.

(b) No Quantity Guarantees. This 2022 Master Agreement is not exclusive. TCC Members may obtain Information Resources Technologies from other sources during the Term of this 2022 Master Agreement. Except as may otherwise be expressly provided for in this 2022 Master Agreement, TCC Members make no express or implied warranties whatsoever that any particular number of Order Forms will be issued or that any particular quantity or dollar amount of Information Resources Technologies will be procured.

(c) Records and Audits. Ellucian shall maintain adequate records to establish compliance with this 2022 Master Agreement until the later of a period of four (4) years after termination of this 2022 Master Agreement or until full, final and unappealable resolution of all audit or litigation issues that arise under this 2022 Master Agreement. Such records shall include documentation of the Effective Date of each Order Form, identification of the ordering TCC Member, the product and quantity ordered, including the name of the product and the publisher or manufacturer of the product, the price quoted for such order, the Order Form number, the order date, ship date, shipping address, the invoice sent relating to the order, the record of payment and such other documentation as Contract Administrator may reasonably request.

Pursuant to Section 552.372, *Texas Government Code*, Ellucian must (1) preserve all contracting information, as defined under Section 552.003 (7), *Texas Government Code*, related to this Agreement for the duration of this Agreement as provided by the Contract Administrator's and TCC Members' records retention requirements; (2) promptly provide Contract Administrator or a TCC Member with any contracting information related to this Agreement that is in the custody or possession of Ellucian on request of the Contract Administrator or such TCC Member; and (3) on completion of this Agreement, either (a) provide at no cost to Contract Administrator or the TCC Member all contracting information related to this Agreement that is in the custody or possession of Ellucian, or (b) preserve the contracting information related to this Agreement for seven (7) years after the conclusion of this Agreement as provided by the Contract Administrator's or TCC Member's records retention requirements.

Ellucian shall grant reasonable access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of this 2022 Master Agreement to the TCC Member(s), the auditors designated by the Contract Administrator or the TCC Member(s), including auditors of the State Auditors' Office and of the United States, and such other persons or entities designated by the Contract Administrator, including the TCC advisory board, for the purposes of inspecting, auditing and/or copying such books and records. Reasonable access thereto shall

be provided by Ellucian without charge. Contract Administrator shall provide Ellucian ten (10) business days' notice prior to inspecting, auditing and/or copying Ellucian's records. Ellucian's records, whether paper or electronic, shall be made available during regular office hours. Ellucian personnel familiar with Ellucian's books and records shall be available to TCC staff and designees as needed during regular Ellucian business hours to explain the books and records to the extent necessary for the audit or inspection to be performed. Ellucian shall provide adequate office space to TCC staff during the performance of an audit.

(d) Ellucian Use of Subcontractors. If and when applicable, Ellucian may subcontract the provision of Professional Services and/or Maintenance under this 2022 Master Agreement. However, Ellucian shall remain solely responsible for the performance of its obligations under this 2022 Master Agreement. All Contract Administrator payments for Maintenance and TCC Member payment for Professional Services shall be made directly to Ellucian. Without limiting the foregoing, attached to this 2022 Master Agreement as Exhibit I is a form HUB Subcontracting Plan Statement of Intent (Form 5) that applies to Professional Services performed in the United States. Should performance of Professional Services in the United States for TCC or any TCC Member under this 2022 Master Agreement involve subcontracting, Ellucian agrees to make a good faith effort to comply with TAMU-CC's Policy on Utilization of Historically Underutilized Businesses (HUB) pursuant to a document substantially in the form of Exhibit I.

(e) Equal Opportunity Compliance. Ellucian agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Ellucian agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Ellucian under this 2022 Master Agreement.

(f) Change in Ellucian Representative. Ellucian shall appoint a primary representative to work with the Contract Administrator to maintain, support and market this 2022 Master Agreement (the "Ellucian Representative"). Contract Administrator reserves the right to request a change in Ellucian's then-current Ellucian Representative if the assigned Ellucian Representative is not, in the opinion of the TCC, serving the needs of the State of Texas and the TCC Members adequately.

(g) Contract Administrator. The TCC advisory board has appointed the Contract Administrator, whose duties shall include but not be limited to the following:

- Facilitating dispute resolution between Ellucian and the TCC Members;
- Advising the TCC advisory board regarding Ellucian's performance under the terms and conditions of this 2022 Master Agreement;
- Receiving and paying invoices and the administrative fee payments;
- Delivering financial reports to the TCC advisory board; and
- Receiving, approving, reconciling, and sending Order Forms to Ellucian.

(h) Certifications. Ellucian certifies that, to the best of its reasonable knowledge and belief, based upon reasonable investigation: (A) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this 2022 Master Agreement; (B) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the *Texas Family Code* and acknowledges this 2022 Master Agreement may be terminated and payment withheld if this certification is inaccurate; (C) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (D) it has not received payment from TAMU-CC or any of its employees for participating in the preparation of this 2022 Master Agreement or in fulfilling the terms of

this 2022 Master Agreement; and (E) there are no suits or proceedings pending or threatened against or affecting Ellucian, which if determined adversely to Ellucian will have a material effect on the ability of Ellucian to fulfill its obligations under this 2022 Master Agreement.

(i) Ability To Conduct Business In Texas. Ellucian is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas or any of its political subdivisions.

(j) Binding Agreement. This 2022 Master Agreement has been duly authorized, executed and delivered by both parties, and constitutes a valid, legal, and binding agreement, enforceable in accordance with its terms.

(k) Relationship of the Parties. This 2022 Master Agreement does not create a partnership or joint venture between any of the parties. No party may bind any of the others or otherwise act in any way as the representative of any of the others, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Employees of one party are not employees of any other party nor are they entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by any other party to its employees.

(l) Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Contract Administrator and Ellucian, as well as by Ellucian and any individual TCC Member (to the extent that the dispute involves an Order Form involving that TCC Member) to attempt to resolve any claim for breach of contract made by Ellucian that cannot be resolved in the ordinary course of business. Ellucian shall submit written notice of a claim of breach of contract under this Chapter to Contract Administrator, who shall examine Ellucian's claim and any counterclaim and negotiate with Ellucian in an effort to resolve the claim.

(m) Confidentiality of TCC Members' User Information. TCC Members may provide Ellucian with contact information of its Users during the course of this 2022 Master Agreement. Ellucian shall not sell, re-sell or otherwise distribute or release to any party in any manner any such information. Ellucian shall only use such User information for the purpose of fulfilling its obligations under this Agreement.

(n) FERPA. For purposes of FERPA, TCC Members designate Ellucian as a school official with a legitimate educational interest in any education records to the extent Ellucian is required to create, access, receive or maintain those records to fulfill its obligations under this 2022 Master Agreement. Ellucian shall comply with FERPA as to any such education records and is only permitted to use such records for the purpose of fulfilling Ellucian's obligations under this Agreement. Ellucian is prohibited from re-disclosure of such education records except as provided for in this 2022 Master Agreement or otherwise authorized by FERPA or the relevant TCC Member in writing. Notwithstanding the foregoing, the parties acknowledge that Ellucian does not accept, and shall not be subject to, any additional duties or obligations other than those which would otherwise be required under FERPA.

(o) Access by Individuals with Disabilities. Ellucian recognizes the need to develop products and services that are accessible and usable by all people, including those with disabilities and special needs, and acknowledges each TCC Member's commitment to comply with the accessibility rules assigned by the State of Texas in accordance with the *Texas Administrative Code*, Title 1, Chapters 206 and 213. To that end, Ellucian is committed to incorporating accessibility standards into Ellucian Proprietary Software. Such efforts by Ellucian include ongoing assessment of product accessibility using the standards set forth in Federal Rehabilitation Act Section 508. Ellucian's current Global Assistive Technology Policy (regarding incorporating accessibility standards) is available for review by TCC Members at: https://ellucian.force.com/clients/s/article/Ellucian-Global-Assistive-Technology-Policy.

Both parties recognize the difficulty in establishing proper limits regarding compliance with *Texas Administrative Code*, Title 1, Chapters 206 and 213, and acknowledge that individual TCC Members may have differing policies, procedures and guidelines designed to address the issue of accessibility. Further, the parties acknowledge that all Ellucian Proprietary Software may not meet the most current TCC Member, Texas State or Federal guidelines with regard to accessibility as of the Effective Date of this 2022 Master Agreement.

However, in a good faith effort to assist each TCC Member to address the *Texas Administrative Code*, Title 1, Chapters 206 and 213, upon reasonable request, Ellucian shall provide a Voluntary Product Accessibility Template ("VPAT") form as developed by the Information Technology Industry Council, to demonstrate how a particular Ellucian Proprietary Software meets key accessibility regulations. Both parties acknowledge that after any such VPAT analysis: (a) additional Professional Services may be necessary in order for a Baseline Software to meet the guidelines of a particular TCC Member; (b) that such Professional Services are not being provided by Ellucian as part of any Baseline Software; (c) as of the Effective Date of this 2022 Master Agreement no TCC Member has commissioned such Professional Services; and (d) that any such Professional Services would only be performed pursuant to a duly executed Order Form, for the additional remuneration that would be provided for in such duly executed Order Form. Further, both parties acknowledge that an "Exception" (as that term is defined as of the Effective Date of this 2022 Master Agreement under *Texas Administrative Code*, Title 1, Chapters 206 and 213) may be required for a TCC Member to obtain Software or Professional Services under this 2022 Master Agreement.

(p) Debts and Delinquencies. Pursuant to Section 2252.903, *Texas Government Code*, any payments owing to Ellucian under this 2022 Master Agreement may be applied directly toward certain debts or delinquencies that Ellucian owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

(q) Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

(r) Products and Materials Produced in Texas. Ellucian agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this 2022 Master Agreement, Ellucian shall purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.

(s) Survival of the Prior Agreements. Notwithstanding the expiration or termination of the Prior Agreements, the parties agree that (i) all terms that, by their express language, survive any expiration or earlier termination of the Prior Agreements do and will survive the expiration or termination of the Prior Agreements; and (ii) all obligations of the parties (including, for these purposes, each TCC Member that is a signatory to the Order Form in question), including payment and performance obligations related to the Software, Maintenance and Professional Services, survive the expiration or termination of the Prior Agreements.

(t) 2006 TAMU Agreement. For purposes of clarity, this 2022 Master Agreement does not impact the 2006 Master Software License, Services and Maintenance Agreement between Texas A&M University and Ellucian effective October 27, 2006 (the "2006 TAMU Agreement") which remains in effect according to

its terms.

(u) Prohibition on Contracts with Companies Boycotting Israel. To the extent that *Texas Government Code*, Chapter 2270 applies to the 2022 Master Agreement, Ellucian certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of the 2022 Master Agreement. Ellucian acknowledges that the 2022 Master Agreement may be terminated, and payment withheld, if this certification is inaccurate. This clause need not be inserted into each Order Form on the basis that all Order Forms issued pursuant to the 2022 Master Agreement incorporate this language by express reference to the 2022 Master Agreement.

(v) Ellucian's Use of Confidential Information: Ellucian will use Confidential Information only for the purpose of fulfilling its duties under this 2022 Master Agreement and for the TCC Member's benefit and will not share such Confidential Information with or disclose it to any third party without the prior written consent of the TCC Member except as provided in this 2022 Master Agreement or as otherwise required by law. Ellucian will not use such Confidential Information or TCC Member Personal Data for Ellucian's own benefit and, in particular, will not engage in "data mining" of Confidential Information or TCC Member Personal Data, except as specifically and expressly required by law or authorized in writing by the TCC Member.

(w) Use of TCC Member Personal Data. Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, TCC Member Personal Data solely for the purposes of performing Ellucian's obligations under the Order Form and complying with applicable law; (b) use and otherwise process TCC Member Data for Ellucian's internal business purposes, including development, analysis and corrective purposes, in connection with Ellucian's provision of the Software and services to TCC Members; and (c) 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 TCC Member 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, (ii) does not contain TCC Member Personal Data, and (iii) is not attributed or attributable to a specific TCC Member. By entering into an Order Form, each TCC Member represents that it has the right to provide Ellucian with the use of TCC Member Personal Data in accordance with this 2022 Master Agreement.

(x) Data Security Controls. Pursuant to Section 2054.138, *Texas Government Code* (as applicable to Ellucian), Ellucian will maintain appropriate administrative, technical, and physical security controls, including without limitation, the provisions for the privacy and security of TCC Member Personal Data set forth in Exhibit 6, to safeguard TCC Member data (including TCC Member Personal Data) from unauthorized access, modification, disclosure, or destruction, or becoming inaccessible to authorized users (the "Security Controls"). The Security Controls will include, but are not limited to, restricting and monitoring access to information systems, encrypting data in transit and while at rest when necessary or required, maintaining backups, and securely returning data to the TCC Member, or disposing or destroying data in a secure manner using techniques consistent with NIST 800-88 ("Guidelines for Media Sanitization"). Ellucian shall periodically provide TCC Member evidence of its compliance with Security Controls as required under Texas law.

(y) Cybersecurity Training Program. Pursuant to Section 2054.5192, *Texas Government Code*, Ellucian employees, officers, and subcontractors who have access to a TCC Member's computer system and/or database must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code*, and selected by the TCC Member. The cybersecurity training program must be completed by Ellucian's employees, officers, and subcontractors during the Term and any Renewal Term. Ellucian shall verify completion of the program in writing, upon request of a TCC Member, by no later than December 31, 2022 and within one hundred twenty (120) days of the commencement of any Renewal Term. Ellucian acknowledges and agrees that its failure to comply with the requirements of this Section may be

grounds for the TCC Member to terminate this Agreement for cause in accordance with the provisions of Section 10(c) of this Agreement.

(z) Response to Legal Order. If the Recipient receives a subpoena, warrant, or other legal order, demand, or request seeking Discloser's Confidential Information, the Recipient will promptly provide a copy of such subpoena, warrant, or other legal order, demand, or request to the Discloser, unless prohibited by law, and Discloser will cooperate with the Recipient's reasonable requests in connection with its response.

(aa) Deletion or Return. Upon termination or expiration of the Term specified in an Order Form, TCC Member's access to and use of the Cloud Software and/or Term License Software will immediately cease, and TCC Member will have no further access to or use of the Cloud Software and/or Term License Software (as applicable). Provided that TCC Member has provided Ellucian with a written request at least five (5) days after the end of the Cloud Software term, Ellucian will, at no additional charge to TCC Member, promptly provide TCC Member with a copy of all TCC Member data then in Ellucian's possession, in a commercially reasonable format. Such TCC Member data will then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention, and disposal policies, provided that, for as long as Ellucian retains TCC Member data, it shall continue to extend the protections of this 2022 Master Agreement to the TCC Member data and restrict the processing of such TCC Member data to only those purposes necessary to store and delete it.

(bb) General Indemnity. Ellucian will indemnify and hold each TCC Member harmless from and against any and all liability, claims, losses and damages for death, or bodily injury, or damage to tangible physical property, to the extent proximately caused by the negligent acts or omissions of Ellucian. Ellucian's obligations under this provision are expressly conditioned on the following: (i) TCC Member must promptly notify Ellucian of any such claim; (ii) TCC Member must in writing grant Ellucian sole control of the defense, to the extent authorized by the State of Texas Attorney General, of any such claim and of all negotiations for its settlement or compromise (if TCC Member chooses to represent its own interests in any such action, TCC Member 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) TCC Member must cooperate with Ellucian in a manner that is reasonably acceptable to TCC Member's counsel to facilitate the settlement or defense of the claim.

(cc) Security Breach. In connection with Cloud Software licensed under the terms of this 2022 Master Agreement by a TCC Member, with respect to TCC Member Personal Data, in the event of a "Security Breach" as defined by applicable state or federal law, to the extent caused by Ellucian's negligence or willful misconduct, Ellucian shall be responsible to pay for, or reimburse the applicable TCC Member(s) for, the following, to the extent applicable, up to the Separate Cap specified below: (1) reasonable attorneys' fees incurred by the TCC Member(s) in furtherance of TCC Member's obligations with respect to the Security Breach; (2) the cost of notifying appropriate law enforcement agencies, government regulatory authorities and affected customers/students; and (3) two (2) years of credit monitoring services for TCC Members' affected customers/students/faculty members/employees, provided by a reputable credit monitoring services provider. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS 2022 MASTER AGREEMENT SHALL NOT APPLY TO DAMAGES INCURRED BY A TCC MEMBER AS A RESULT OF A SECURITY BREACH CAUSED BY ELLUCIAN'S BREACH OR FAILURE TO COMPLY WITH TERMS AND CONDITIONS REGARDING ELLUCIAN'S DATA PROTECTION OBLIGATIONS WITH RESPECT TO CLOUD SOFTWARE, WHICH DAMAGES WILL INSTEAD NOT EXCEED A CUMULATIVE TOTAL OF THE FEES THAT THE TCC MEMBER ACTUALLY PAID TO ELLUCIAN UNDER THE APPLICABLE CLOUD SOFTWARE ORDER FORM FOR THE CLOUD SOFTWARE GIVING RISE TO ELLUCIAN'S LIABILITY FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE (THE "SEPARATE CAP"). THE SEPARATE CAP IS: (I) IN LIEU OF, AND NOT IN ADDITION TO, THE MONETARY CAP OTHERWISE PROVIDED IN THIS 2022 MASTER AGREEMENT, AND (II) A CUMULATIVE, AND NOT A "PER OCCURRENCE" LIMITATION.

(dd) TCC Member Workplace Policies. Unless otherwise agreed in writing, to the extent any Ellucian personnel are performing Professional Services on or accessing a TCC Member's premises or campus location(s), Ellucian agrees that such personnel will comply with the TCC Member's rules, regulations, and policies normally applicable to onsite activities (collectively, the "TCC Member Policies"), provided that such TCC Member Policies will be communicated to Ellucian prior to entering the workplace and that the TCC Member provides a copy of such policy upon Ellucian's written request in advance of the commencement of the applicable Professional Services. Notwithstanding the preceding, Ellucian will not be required to comply with any TCC Member Policies that are not applicable to other TCC Member suppliers having similar access to TCC Member's workplace, systems, facilities, and personnel as Ellucian hereunder, and, in respect of such TCC Member Policies, Ellucian will be treated in a manner that it consistent with such other of TCC Member's suppliers.

(ee) Certification Regarding Business with Certain Countries and Organizations: Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Ellucian certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Ellucian acknowledges this 2022 Master Agreement may be terminated if this certification is inaccurate.

(ff) Prohibition on Contracts Related to Persons Involved in Human Trafficking: Under Section 2155.0061, *Texas Government Code*, Ellucian certifies that Ellucian is not ineligible to receive this 2022 Master Agreement and acknowledges that this 2022 Master Agreement may be terminated, and payment withheld if this certification is inaccurate.

(gg) Not Eligible for Rehire: Ellucian is responsible for ensuring that its employees involved in any work being performed for TAMU-CC or any TAMU Affiliate under this 2022 Master Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event TAMU-CC or any TAMU Affiliate becomes aware that Ellucian has a NEFR Employee involved in any work being performed under this 2022 Master Agreement, TAMU-CC or the TAMU Affiliate will have the right to demand removal of such NEFR Employee from work being performed under this 2022 Master Agreement. Non-conformance to this requirement may be grounds for termination of this 2022 Master Agreement.

(hh) Prior Employment. In accordance with Section 2252.901, *Texas Government Code*, Ellucian represents and warrants that if a former or retired employee of any TCC Member was employed by Ellucian within one (1) year of the employee's leaving the TCC Member, then such employee will not perform services on projects with Ellucian that the employee worked on while employed by the TCC Member.

(ii) Disaster Related Contracts. TAMU-CC cannot award a contract if such contract involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after September 24, 2005. Under Section 2155.006, *Texas Government Code*, Ellucian certifies that the individual or business entity named in this 2022 Master Agreement is not ineligible to receive the specified contract and acknowledges that this 2022 Master Agreement may be terminated and payment withheld if this certification is inaccurate.

(jj) Verification Regarding Boycotting Energy Companies: Ellucian agrees that in accordance with Section 2274.002, *Texas Government Code*, Ellucian (1) does not boycott energy companies and (2) will not boycott energy companies during the Term of this 2022 Master Agreement.

(kk) Verification Regarding Discrimination Against Firearm Entities and Trade Associations: Ellucian agrees that in accordance with Section 2274.002, *Texas Government Code*, Ellucian (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2)

will not discriminate against a firearm entity or firearm trade association during the Term of this 2022 Master Agreement.

(ll) Cloud Computing Services: As of the Effective Date, Ellucian represents and warrants that it has obtained provisional status and complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, *Texas Government Code*, Ellucian shall maintain TX-RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any Renewal Term. Ellucian shall provide a TCC Member with evidence of such compliance and certification within thirty (30) days of such TCC Member's request and at least thirty (30) days prior to the start of any Renewal Term.

(mm) Insurance:

a. Ellucian shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TAMU-CC.

Coverage	**Limit**
1. Worker's Compensation	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	$1,000,000 Each Accident
	$1,000,000 Disease/Employee
	$1,000,000 Disease/Policy Limit

2. Automobile Liability

Business Auto Liability Insurance covering all non-owned or hired automobiles, with limits of not less than $1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage.

3. Commercial General Liability	
Each Occurrence Limit	$1,000,000
General Aggregate Limit	$2,000,000
Products / Completed Operations	$1,000,000
Personal / Advertising Injury	$1,000,000
Damage to rented Premises	$300,000
Medical Payments	$5,000

4. Professional Liability (Errors & Omissions) Insurance with limits of not less than $2,000,000 each claim and in the aggregate. Such insurance will cover all professional services rendered by or on behalf of Ellucian and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Ellucian agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration of cancellation of this Agreement.

5. Cyber Liability – Ellucian shall procure and maintain a Cyber Liability policy with limits not less than $2,000,000 each claim and in the aggregate, for the duration of this Agreement. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Ellucian in this Agreement and shall include, but not limited to, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information,

extortion and network security. The policy shall provide coverage for breach response costs, as well as regulatory fines and penalties and credit monitoring expenses, with limits sufficient to respond to these obligations. Such insurance shall be maintained and in force at all times during the term of this Agreement and for a period of two (2) years thereafter for services completed during the term of this Agreement. Ellucian will endeavor to provide TAMU-CC with at least thirty (30) days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

6. Umbrella Liability **$5,000,000 Limit**

b. All coverage must be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TAMU-CC.
c. Ellucian acknowledges that TAMU-CC has not, by requiring such minimum insurance, assessed the risk that may be applicable to Ellucian under this 2022 Master Agreement. Ellucian shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Ellucian is not relieved of any liability or other obligations assumed pursuant to this 2022 Master Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to TAMU-CC at least thirty (30) days' notice before the effective date of cancellation.
d. Ellucian shall deliver to TAMU-CC evidence of insurance on an ACORD 25 verifying the existence and actual limits of all insurance after the execution and delivery of this 2022 Master Agreement and prior to the performance of any services by Ellucian under this 2022 Master Agreement. Ellucian shall provide additional evidence of insurance on an ACORD 25 verifying the continued existence of all required insurance as soon as practicable after each annual insurance policy renewal.
e. Certificate(s) of Insurance shall be transmitted electronically to TAMU-CC Contracts Administration / contracts@tamucc.edu.

(nn) Limitations: Ellucian is aware that there are constitutional and statutory limitations on the authority of TAMU-CC and each TCC Member (each a public institution of higher education) to enter into certain terms and conditions that may be part of this 2022 Master Agreement, including, but not limited to, those terms and conditions relating to liens on TAMU-CC's or a TCC Member's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TAMU-CC or any TCC Member except to the extent authorized by the laws and Constitution of the State of Texas. Neither the execution of this 2022 Master Agreement nor any conduct, action, or inaction of any representative of TAMU-CC or a TCC Member relating to this 2022 Master Agreement constitutes or is intended to constitute a waiver of TAMU-CC's or a TCC Member's or the State's sovereign immunity to suit.

(oo) Conflict of Interest: By executing this 2022 Master Agreement, Ellucian and each person signing on behalf of Ellucian certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the A&M System, has a direct or indirect financial interest in the award of this 2022 Master Agreement, or in the services to which this 2022 Master Agreement relates, or in any of the profits, real or potential, thereof.

(pp) Survival: The restrictions and obligations under the 2022 Master Agreement that reasonably should survive expiration or termination of the 2022 Master Agreement will survive expiration or termination of

the Agreement. For the avoidance of doubt, because an Order Form may specify that the Term applicable to products and services licensed thereunder may be for a period of time longer than the Term of this 2022 Master Agreement, the terms and conditions of this 2022 Master Agreement shall continue to apply throughout the applicable Term of such Order Form notwithstanding the expiration of the Term of this 2022 Master Agreement.

(qq) Right to Receive a Limited License for New Software that Incorporates Functionality from Previously Licensed Software. At any time when a TCC Member is a current, paid-up subscriber to Software Support Services for Unsupported Software (as defined below), if Ellucian: (i) eliminates functionality from a subsequent New Release of such Software licensed by Client (the "Unsupported Software") and (ii) includes the functionality eliminated from the Unsupported Software in another Software offering (the "New Software"), a TCC Member shall have the right to receive a limited license to use only that functionality of the New Software that was previously contained in, and eliminated from, the Unsupported Software, but not to any other functionality contained in the New Software. The limited license granted to a TCC Member for the New Software will: (i) be pursuant to the terms, conditions, use limitations and restrictions of the applicable Order Form under which the license to the Unsupported Software was granted; (ii) be granted without the payment of additional license fees; (iii) be subject to the TCC Member's agreement to any additional or supplemental terms which may be associated with the license of the New Software; (iv) apply only with respect to Ellucian Proprietary Software; and (v) not include the provision by/through Ellucian of any implementation, training or other Professional Services associated with the New Software or any components thereof. A TCC Member will not be granted full access and functionality to the New Software unless purchased by the TCC Member through a separate Order Form; for the avoidance of doubt, pricing for any future Order Form for the New Software between the parties will be based upon Ellucian's then current rates.

(rr) Compliance With Laws. In performing its obligations under the terms of this 2022 Master Agreement, each party will comply with all applicable federal and state statutes, rules, and regulations, (collectively, "Laws"). Ellucian will perform its Professional Services, Managed Cloud Services, and Maintenance obligations in a manner that complies with such Laws, including those applicable Laws of any country or jurisdiction from which or through which Ellucian provides such services or obtains resources or personnel to do so, to the extent that the same apply to Ellucian in the course of rendering Professional Services, Managed Cloud Services, and/or Maintenance.

(ss) Audit Logging.

Ellucian Banner supports the recordation of the following system events to one or more audit logs in real time:

i. All logins (including standard user, admin user, and service accounts);
ii. Account administration: account create, delete, modify permissions, change password, etc.; and
iii. Supervisor/Administrator changes to system parameters including security settings and audit logging parameters.

The audit logs can be configured to capture the following details regarding each audit log event:

i. Date;
ii. Time, down to resolution of at least one second;
iii. IP and/or username;
iv. Activity description; and
v. Success or failure.

Audit logs can also be configured for retention of up to one year, subject to a TCC Member's retention

policy.

19. Entire Agreement. The terms of the 2016 Master Agreement shall continue to apply through the end of any outstanding Subscription Services Terms or through the completion of Services under any outstanding Order Form that was signed under the 2016 Master Agreement. This 2022 Master Agreement contains 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 (other than an Order Form) or similar document, which may be issued in connection with this 2022 Master Agreement, does not modify this 2022 Master Agreement. No modification of this 2022 Master Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this 2022 Master Agreement.

THE PARTIES have executed this 2022 Master Agreement through the signatures of their respective authorized representatives.

ELLUCIAN		**Texas A&M University – Corpus Christi**	
By:	DocuSigned by: AD1F3EB47B464CE... *Authorized Signature*	**By:**	Kelly M. Miller Digitally signed by Kelly M. Miller Date: 2022.06.30 10:01:38 -05'00' Mahlmann, Jaclyn Digitally signed by Mahlmann, Jaclyn Date: 2022.06.29 22:01:59 -05'00' *Authorized Signature*
Name:	Zeesuon Grace park *Printed*	**Name:**	Kelly M. Miller *Printed*
Title:	Chief Accounting Officer	**Title:**	President / CEO
Date:	6/29/2022	**Date:**	

The last date of signature above is the "Execution Date" of this 2022 Master Agreement.

DZ Digitally signed by DZ Date: 2022.06.29 12:37:48 -05'00'

EXHIBIT A

SOFTWARE MAINTENANCE AGREEMENT

This Maintenance Agreement sets forth the terms and conditions on which a TCC Member will so obtain, and Ellucian will so provide, Maintenance. Accordingly, the parties, intending to be legally bound, hereby agree as follows:

1. Incorporation By Reference. The terms and conditions of the 2022 Master Agreement are incorporated into this Maintenance Agreement as fully as if written out below in this Maintenance Agreement. Each capitalized term used in this Maintenance Agreement and not otherwise defined has the meaning ascribed to such term in the 2022 Master Agreement. Further, certain other terms may be defined in the operative provisions of this Maintenance Agreement.

2. Maintenance Provided.

(a) Generally. For the Contract Year specified in an Order Form, Ellucian will provide the TCC Member with Maintenance for, including Enhancements of and New Releases of, each Baseline Software identified in an Order Form, for each TCC Member identified in such Order Form, and for such fees as are specified in such Order Form pursuant to either the "Advantage Maintenance Level" as specified in Attachment A1 of this Maintenance Agreement or the "Advantage Plus Maintenance Level" as specified in Attachment A2 of this Maintenance Agreement.

(b) Limitations. All Improvements will be part of the applicable Baseline Software and will be subject to all of the terms and conditions of the 2022 Master Agreement. Ellucian's obligation to provide Improvements for Baseline Software owned by parties other than Ellucian is limited to providing the Improvements that the applicable third party owner provides to Ellucian for that Baseline Software. In this regard, to the extent that an agreement authorizing Ellucian to resell or sublicense a third party's Baseline Software is terminated or expires prior to the Expiration Date, then Ellucian's obligation to provide Improvements for that Baseline Software, and Contract Administrator's obligation to pay Ellucian for such Improvements, will automatically terminate simultaneously with the termination or expiration of the relevant agreement. The Contract Administrator and the TCC Members must provide Ellucian with such facilities, equipment, and support as are reasonably necessary for Ellucian to perform its obligations under this Maintenance Agreement, including remote access to the Equipment.

(c) Cancellation Right. A TCC Member may terminate the provision of Maintenance for particular Software pursuant to the applicable Order Form prior to the Order Form Expiration Date (the "Cancellation Right"). To exercise the Cancellation Right for a Software pursuant to the applicable Order Form, the TCC Member must provide written notice to Contract Administrator on or before May 31 in any given Contract Year, who in turn must provide immediate written notice to Ellucian that TCC Member is exercising the Cancellation Right. Upon exercising the Cancellation Right, a TCC Member will be obligated to pay applicable Maintenance fees for the remainder of the Contract Year in which such Cancellation Right was exercised, plus applicable Maintenance fees for the immediately subsequent Contract Year. Absent Ellucian's receipt of written notice in accordance with the above, Contract Administrator/TCC Member's Maintenance payment obligations for the Baseline Software identified in the applicable eligible Order Form will remain in full force and effect in accordance with its terms. A TCC Member may withdraw such termination of Maintenance within twelve (12) months of the date of the original written notice of cancellation without incurring reinstatement fees as described in Section 2(d) below. In the event of such a withdrawal of termination, the TCC Member will be responsible to pay maintenance charges for the time during which Maintenance was inactive ("Back Maintenance").

(d) Reinstatement of Maintenance. If a TCC Member has exercised its Cancellation Right as described in Section 2(c) above, and subsequently the TCC Member wishes to begin receiving Maintenance again, TCC

Member may reinstate Maintenance on the applicable Software upon payment of Back Maintenance as well as a reinstatement fee that will not exceed fifty percent (50%) of the Back Maintenance amount.

(e) Discontinuing Maintenance. If Ellucian announces that it will discontinue Maintenance for a Baseline Software (including, for purposes of this Section, an announcement that Ellucian will continue only to provide corrections of and Avoidance Procedures for Documented Defects, but NOT any other updates, enhancements to or new releases of that Baseline Software in question), and does not offer a program to migrate the licensee of that Baseline Software to a replacement offering, then each TCC Member holding a license for that Baseline Software can elect to drop Maintenance on that Baseline Software at the end of the Contract Year in which Ellucian will discontinue Maintenance for that Baseline Software. Ellucian agrees in each instance that it will provide each TCC Member/licensee with written notice of Ellucian's plan to so discontinue Maintenance, so the TCC Member, through the Contract Administrator, can provide Ellucian with written notice, at least sixty (60) days in advance of the end of the Contract Year in question, of that TCC Member's election to so discontinue Maintenance as of the beginning of the immediately following Contract Year. If the TCC Member terminates its Maintenance commitment in this manner, the TCC Member will not be under any obligation to pay the subsequent Contract Year's Maintenance fee for the Baseline Software in question.

(f) Cloud Software. For Cloud Software, Maintenance is included in the annual fee, and is not charged separately. The maintenance standard for Cloud Software shall be as described in the applicable Order Form and as provided in Ellucian's Contracts and Documentation webpage: https://www.ellucian.com/contracts-and-documentation.

ATTACHMENT A1

Maintenance Standards – Advantage Level

I. Defined Terms:

"**Notification**" means a communication to Ellucian's ActionLine by means of: (i) Ellucian's Customer Support Center; (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.

"**Priority One Call**" means a Notification that TCC Member believes that a Documented Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents TCC Member from performing data processing which is critical to TCC Member's operations on the day on which the alleged Documented Defect is reported.

"**Priority Two Call**" means a Notification that TCC Member believes that a Documented Defect has caused a partial failure of TCC Member's computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to TCC Member's operations on the day on which the alleged Documented Defect is reported.

"**Priority Three Call**" means a Notification that TCC Member believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in TCC Member's ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to TCC Member's operations.

"**Priority Four Call**" means a Notification that TCC Member believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

II. Hours During Which Ellucian's "ActionLine" Telephone Support Will be Available to TCC Members in Connection with the Provision of Maintenance: Five (5) days per week, Monday through Friday, excluding United States holidays and Ellucian-observed holidays, from 8:00 AM to 8:00 PM (Eastern US Time).

III. Targeted Response Times: With respect to Ellucian's Maintenance obligations, Ellucian will use reasonable efforts to respond to Notifications from TCC Members relating to the Licensed Software in accordance with the following guidelines, with the time period to be measured beginning with the first Ellucian ActionLine business hour occurring after Ellucian's receipt of the Notification:

Priority One Calls – two (2) hours or less.
Priority Two Calls – four (4) hours or less.
Priority Three Calls – twenty-four (24) hours or less.
Priority Four Calls – seventy-two (72) hours or less.

Notes: (1) For purposes of these targets, a "response" will mean as an initial contact from an Ellucian representative to TCC Member to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to Ellucian's obligation to respond to TCC Member, TCC Member must follow the policies and procedures of Ellucian's ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

ATTACHMENT A2

Maintenance Standards – Advantage Plus Level

I. Defined Terms:

"**Notification**" means a communication to Ellucian's ActionLine by means of: (i) Ellucian's Customer Support Center; (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.

"**Priority One Call**" means a Notification that TCC Member believes that a Documented Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents TCC Member from performing data processing which is critical to TCC Member's operations on the day on which the alleged Documented Defect is reported.

"**Priority Two Call**" means a Notification that TCC Member believes that a Documented Defect has caused a partial failure of TCC Member's computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to TCC Member's operations on the day on which the alleged Documented Defect is reported.

"**Priority Three Call**" means a Notification that TCC Member believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in TCC Member's ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to TCC Member's operations.

"**Priority Four Call**" means a Notification that TCC Member believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

II. Hours During Which Ellucian's "ActionLine" Telephone Support Will be Available to TCC Members in Connection with the Provision of Maintenance: Seven (7) days per week, 24 hours per day.

Note: Ellucian's ActionLine uses an automated answering system to receive and record telephone calls from clients, as well as to receive reports via Ellucian's Customer Support Center and e-mail. This system allows Ellucian's ActionLine staff to classify, prioritize, record basic details, conduct certain research, and assign a consultant to respond to a client's telephone call.

III. Targeted Response Times: With respect to Ellucian's Maintenance obligations, Ellucian will use reasonable efforts to respond to Notifications from TCC Members relating to the Licensed Software in accordance with the following guidelines, with the time period to be measured beginning with the first Ellucian ActionLine business hour occurring after Ellucian's receipt of the Notification:

Priority One Calls – one (1) hour or less.
Priority Two Calls – four (4) hours or less.
Priority Three Calls – twenty-four (24) hours or less.
Priority Four Calls – seventy-two (72) hours or less.

Notes: (1) For purposes of these targets, a "response" will mean as an initial contact from an Ellucian representative to TCC Member to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to Ellucian's obligation to respond to TCC Member, TCC Member must follow the policies and procedures of Ellucian's ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

EXHIBIT B

ELLUCIAN PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement sets forth the terms and conditions on which a TCC Member will so obtain, and Ellucian will so provide, Professional Services. Accordingly, and intending to be legally bound, the parties agree as follows:

1. Incorporation By Reference. The terms and conditions of the 2022 Master Agreement are incorporated into this Professional Services Agreement as fully as if written out below in this Professional Services Agreement. Each capitalized term used herein and not otherwise defined has the meaning ascribed to such term in the 2022 Master Agreement. Further, certain other terms may be defined in the operative provisions of this Professional Services Agreement.

2. Professional Services Provided. In each instance in which Ellucian is to provide Professional Services, the parties will develop a Project Plan (which may also be referred to as a Statement of Work and/or a Scope of Work) that details the Professional Services to be provided, identifies each party's responsibilities for such Professional Services, and sets a schedule for the provision of such Professional Services.

(a) Generally. For the period specified in an Order Form or a Project Plan attached to an Order Form, Ellucian will provide the TCC Member with the Professional Services specified in the Order Form or a Project Plan attached to an Order Form for such fees as are specified in such Order Form or Project Plan.

(b)(1) Committed Services and Fixed Fee Services. Without limiting any other term or condition of this Professional Services Agreement, in each instance, Ellucian will provide the TCC Member with Committed Services or Fixed Fee Services within the time period and for the fees specified in the applicable Order Form. The TCC Member must provide Ellucian with the ability to deliver such Professional Services within the time period specified in the applicable Order Form. As long as Ellucian is ready, willing and able to provide the Committed Services or Fixed Fee Services in the time period specified in the applicable Order Form, then the TCC Member's failure to use the Committed Services or Fixed Fee Services within that time period will not excuse the TCC Member's obligation to pay Ellucian the total fee specified in the Order Form for the Committed Services or Fixed Fee Services, but will excuse Ellucian's obligation to provide any unused Committed Services or Fixed Fee Services upon the expiration of the time period specified in the Order Form. Ellucian may provide Fixed Fee Services within the time period and for the fee specified in applicable Order Form for the TCC Center on behalf of TCC Members as a collective body.

(b)(2) Professional Services on a Time and Material Basis. Without limiting any other term or condition of this Professional Services Agreement, in each instance, Ellucian can also provide the TCC Member with Professional Services on a time and material basis within the time period and for the fees specified in the applicable Order Form.

(b)(3) Optional Professional Services. An Order Form may provide, in any instance, that a TCC Member has an option to obtain additional, optional Professional Services at rates specified in that Order Form, and provided that the TCC Member in question exercises its option to so acquire such optional Professional Services within the option exercise period specified in the Order Form in question. Without limiting any other term or condition of this Professional Services Agreement, in each instance, Ellucian can also provide the TCC Member with optional Professional Services on a time and material basis and/or Committed Services and/or Fixed Fee Services within the time period for the fees specified in the applicable Order Form. The terms of exercising the optional Professional Services will be designated in the Order Form.

(c) Service Rates: Ellucian's standard (list) Professional Services rates applicable under this 2022 Master

Agreement during the Contract Year ending August 31, 2023 include the following:

- $85 per hour – applicable to training Professional Services (non-discountable);
- $95 per hour – applicable to off-shore Professional Services (non-discountable);
- $125 per hour – applicable to Ellucian Degree Works Scribing Professional Services (non-discountable);
- $230 per hour – applicable to Banner ERP Professional Services; and
- $259 per hour – applicable to all other Professional Services.

The applicable discount extended to TCC shall be as provided in Exhibit C. The rates set forth above are exclusive of travel expenses and living expenses, which may be applicable to Ellucian's delivery of Professional Services, as indicated on a Professional Services Order Form. TCC Member will reimburse Ellucian in accordance with the rates provided by the Texas Comptroller of Public Accounts (https://fmx.cpa.state.tx.us/fmx/travel/index.php) or the US General Services Administration per Diem rates site (http://www.gsa.gov/portal/content/104877) and only for the categories of expenses as allowed in the State of Texas Travel Allowance Guide (the "Texas Travel Guide") in effect at the time the expenses are incurred.

Ellucian also offers certain Professional Services under either a fixed fee basis or a subscription basis (e.g., Advisory Services or Services Flex Package and Services Flex Plus Package), which may be inclusive of travel expenses and which do not involve estimating work effort (person-hours) using an hourly rate. Because the parties hereto acknowledge that it is not possible to list each and every fixed fee service that might be or become available to TCC, nothing provided herein shall prevent Ellucian and TCC, on behalf of a TCC Member, from negotiating fixed fee service rates when offered by Ellucian, provided such Professional Services are within the scope of the 2022 Master Agreement. Ellucian agrees to hold the Professional Services rates shown in this Section 2(c) without increase through August 31, 2027 for purposes of a Professional Services Order Form with a TCC Member.

3. Certain Obligations of the TCC Member.

(a) Access. The TCC Member will grant or will obtain for Ellucian personnel access to the Premises specified in each Order Form or Project Plan and other facilities (including, with regard to the Centralized Support Services, the TCC Center), information, data, data communication services, and communication lines, at such times and for such purposes as reasonably necessary or appropriate to permit Ellucian to render Professional Services.

(b) Availability of TCC Member Personnel. Upon Ellucian's reasonable request, the TCC Member will make personnel, including appropriate professional personnel, administrative personnel, and other employees, reasonably available for consultation to the extent reasonably necessary in order to facilitate Ellucian's performance of the Professional Services.

4. Personnel.

(a) Assignment of Ellucian Personnel and Replacement of Ellucian Premises-Based Personnel. The TCC Member will have the right to request that Ellucian remove and replace any Ellucian personnel providing Professional Services at the Premises if, in the reasonable opinion of the TCC Member, such Ellucian personnel do not possess the skills and experience necessary to render the Professional Services for which Ellucian has provided such personnel. Promptly after receipt of a request therefor (which right of request will not be unreasonably exercise), Ellucian will replace such personnel, at no additional cost to the TCC Member therefor.

(b) TCC Member Project Manager. For each Order Form or Project Plan, TCC Member will designate a

project director who will be responsible for communicating with Ellucian with regard to the Professional Services in question.

5. Professional Services Term. The term during which Ellucian will provide TCC Member with Professional Services under any particular engagement may be specified in the Order Form pursuant to which such Professional Services are to be provided.

6. Source Code and Software License For Customizations; Work Product Ownership.

(a) License To Use Customizations. Except to the extent that any Customization constitutes a "derivative work" of underlying copyrighted Software within the meaning of the definition set forth in Section 101 of the U.S. Copyright Act (in which event TCC Member's right to use such derivative Customization will, in each instance, be governed by the license agreement governing TCC Member's right to use the underlying copyrighted Software from which such Customization is derived), then subject to the terms and conditions of the 2022 Master Agreement, Ellucian grants TCC Member a perpetual, non-exclusive, non-transferable license to use, execute and copy the Customization specified in the Order From in question, on the Equipment, and only for the TCC Member's own computing operations. Such licensing rights are also extended to the TCC Member for the Documentation for each such Customization (subject, without limitation, to any copying restrictions provided for in an applicable Software Supplement, as otherwise specified in Section 6(a) (iii) below), and for any Related Materials. The TCC Member shall also have the right to make additional copies of the Customization, subject to the terms, conditions and restrictions otherwise provided for in the 2022 Master Agreement. Use of the input and/or output sensory displays of or from the applicable Licensed Software by third parties (such as, but without limitation, to retrieve, view and input data from and in the Licensed Software by licensee students, alumni, vendors and other affiliated organizations through Web-enabled capabilities existing in the Licensed Software, in the course of and as reasonably required by such third parties' respective roles and relationships with the TCC Member, including, subject to applicable US laws and restrictions, through the World Wide Web from outside of the United States) are permitted.

(i) Source Code. The TCC Member will not disclose all or any part of the Source Code for any Customization to any person except to its Users.

(ii) Object Code. The TCC Member has the right to use such Customization in Object Code form, in a test, production and/or disaster recovery mode.

(iii) Right To Reproduce Customization Specifications. The TCC Member can make copies of the Customization Specification for the Customization as reasonably required for its use in accordance with the terms of this Agreement.

(iv) Restrictions on Use of Customizations. Customizations shall be subject to the same restrictions on use as those placed upon the underlying Software of the Licensed Software for which the Customization was created. For the avoidance of doubt, this includes without limitation, the restrictions on use set forth in Sections 3(d)(i) and 3(d)(ii) of the 2022 Master Agreement.

(v) Right To Modify Customization. The TCC Member has the right to modify, improve, enhance and compile the Customization, utilizing the Source Code delivered by Ellucian pursuant to this Professional Services Agreement.

(vi) Intellectual Property Rights Notices. The TCC Member is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that Ellucian otherwise provides with the Customization. The TCC Member must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that the TCC Member makes of the Customization.

(vii) Survival. The provisions of this Section 6, including the license to be granted hereunder and all related rights and obligations, will survive the term or termination of this Professional Services Agreement; provided, however, that in the event of termination of the license to the Licensed Software granted to TCC Member pursuant to the 2022 Master Agreement and/or any other agreement between a TCC Member and Ellucian, the rights to utilize the Licensed Software would terminate, and accordingly, the rights of any TCC Member and/or TCC to use any Customizations that are derivative works of the Licensed Software, in whole or in part, will terminate.

(b) Ownership of Work Product. Without limitation or prejudice to: (i) TCC Member's rights under this Professional Services Agreement; and (ii) Ellucian's rights, including without limitation Ellucian's exclusive ownership right in and to derivative works of the Licensed Software, and except to the extent that any of the same constitute derivative works incorporating property of any other third party, Ellucian, for itself and others as it deems appropriate, will have all ownership rights in all Customizations, whether completed or partially completed, and all documents and other work product developed under or pursuant to the provision of the Professional Services, whether completed or partially completed.

7. Cancellation of Scheduled Professional Services. The parties agree that once a TCC Member and Ellucian have scheduled a specific time during which Ellucian will provide Professional Services, Ellucian will be obligated to perform and the TCC Member will be obligated to obtain and pay Ellucian for such scheduled Professional Services, in accordance with the agreed upon schedule. If the TCC Member desires to cancel or postpone scheduled Professional Services, the TCC Member 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:

(a) 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;

(b) 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

(c) 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. For the avoidance of doubt, the cancellation fee payable for cancellation or postponement of scheduled Professional Services does not include fees payable for Professional Services which (i) have not been scheduled between the parties; (ii) have already been completed; or (iii) are not subject to the cancellation or postponement notice from Client (i.e., Client is not cancelling or postponing such other services).

Notwithstanding the foregoing, no services cancellation fees will be assessed by Ellucian if Client's cancellation or postponement was necessitated by circumstances beyond Client's reasonable control, including Force Majeure Events.

EXHIBIT C

MEMBERSHIP IN THE TEXAS CONNECTION CONSORTIUM

In order for a State of Texas Higher Education Institution ("Institution") to participate in the benefits of the 2022 Master Agreement, the Institution must be an Institution of Higher Education as defined by *Texas Education Code* Section 61.003. Each Institution must have a valid inter-agency agreement with TAMU-CC acting in its capacity as Contract Administrator and agree to the terms and conditions of the 2022 Master Agreement between Ellucian and TAMU-CC. Each Institution must be a member of the TCC, defined as a TCC Member under the 2022 Master Agreement and pay the TCC membership fees to join the TCC. The membership fee for new members is 5% of the Ellucian Proprietary Software license fees actually charged to a TCC Member upon an initial purchase under the 2022 Master Agreement. The membership fee is a one-time fee that must be paid to TCC in order to obtain the group pricing purchase of products and services from Ellucian.

Current Benefits (that is, benefits as of Effective Date) Include:

Discount of 40% off of the then-current List Price for perpetual licenses to Ellucian Proprietary Software, based on the TCC Member's Ellucian Enrollment "tier" at the time of licensure. The Ellucian Proprietary portions of Software listed as "Ellucian Proprietary Software that contains Third Party Software" are also discounted 40%, provided that as stated in Exhibit E and the body of the 2022 Master Agreement the discount does not apply to any third party technologies embedded in or included with the applicable Ellucian Proprietary Software. See limitation provided for in Exhibit E.

Discount of 20% off of Ellucian Proprietary Software licensed under a Term License, based on the TCC Member's Ellucian Enrollment "tier" at the time of licensure.

Discount of 20% off Cloud Software listed in Section 5 of Attachment D1; the annual fees payable for such Cloud Software will increase annually by an amount not to exceed 103% of the annual fees payable for such Cloud Software in the immediately preceding (full) Contract Year. The three percent (3%) cap on escalation of annual fees payable for Cloud Software will apply during any committed term for renewal of Ellucian proprietary Cloud Software (i.e., annual fees for such Cloud Software will be based upon a three percent (3%) increase over the amount payable for the immediately preceding (full) Contract Year) during the renewal period provided such renewal is memorialized in a written Order Form extending the Term.

Discounted Maintenance based upon the discounted Ellucian Proprietary product license fees.

Third party products can be purchased at the same time at competitive prices to complete administrative systems.

Software Support Services annual escalation based upon a formula of 103% of the immediately preceding Contract Year's Software Support Services amounts for the same Software except that fees for Software Support Services for Third Party Software may increase by up to 107% of the immediately preceding Contract Year's Software Support Services fee. NOTE – Fees will additionally be increased for any Software licensed on a user, "seat" or other pricing metric, if the number of users, "seats" or other licensing metric increases (e.g., Oracle database products).

Discount of 10% on Professional Service fees from standard Ellucian List Price hourly rates.

Delivers Texas specific software modules to members for Banner® to enhance the Ellucian Baseline Software.

Maintains and updates Texas specific software for Banner that enhances the Baseline Software for new

software releases or changes in requirements.

Modifies Ellucian Proprietary Software to help TCC Members to comply with reporting requirements of the Texas Higher Education Coordinating Board.

Develops state and federal regulatory reports for TCC Members as appropriate.

Maintains and updates reporting and regulatory functions in Ellucian Proprietary Software to incorporate new requirements and Licensed Software releases.

Additional TCC Center staff is added based on sales to new members or additional software sales to existing members with no additional cost to TCC Members.

Contract issues are handled by the Contract Administrator and reported to the TCC advisory board.

An annual billing is provided by Contract Administrator for Maintenance and the Contract Administrator resolves billing issues with Ellucian for the TCC Member relating to Order Forms and other provisions of the 2022 Master Agreement.

ATTACHMENT C1

TCC Members

Below is a listing of TCC Members, current as of the Effective Date.

TCC will have the right, from time to time and only on a prospective basis, to add TCC Member(s) to Attachment C1 by notifying Ellucian of the intent to change the list of TCC Members; Ellucian will work with TCC to update this Attachment C1 in response to such notice from TCC. TCC will have also the right, from time to time and only on a prospective basis, to delete TCC Member(s) from Attachment C1 in any instance in which the applicable TCC Member(s) has/have given notice to TCC and Ellucian of such TCC Member(s)' intent to drop Software Support Services for all Ellucian Software licensed under this Agreement or any prior master terms and conditions agreement between TCC (including the TCC Members) and Ellucian. Following Ellucian's receipt of the notice contemplated above, the withdrawing TCC Member(s) shall continue as participating member(s) only until the earlier of (a) such time as Ellucian and TCC, working together, execute a written agreement or exchange emails confirming the removal of the withdrawing TCC Member(s) and providing for insertion of an updated Attachment C1 that will supersede this Attachment C1 or (b) such time as the TCC Member has cancelled all Software licensed under all of its Order Forms. Once the updated Attachment C1 has been given effect by Ellucian and the TCC Member has cancelled all Software licensed under all of its Order Forms, whichever occurs first, such withdrawing TCC Member(s) shall thereafter have no further right to purchase Software or services under this 2022 Master Agreement. The withdrawing TCC Member(s) shall remain liable for payment of Software Support Services fees as provided in Section 2(c) of Exhibit A and Section 5 of Exhibit F.

1 Alamo Community College District
2 Angelo State University
3 Blinn College
4 Collin College
5 El Paso Community College
6 Lamar Institute of Technology
7 Lamar State College – Orange
8 Lamar State College – Port Arthur
9 Lamar University – Beaumont
10 Laredo Community College
11 Midwestern State University
12 Prairie View A&M University
13 Sam Houston State University
14 San Jacinto Community College District
15 South Texas College
16 Stephen F. Austin State University
17 Sul Ross State University
18 Tarleton State University
19 Texas A&M Health Science Center
20 Texas A&M International University
21 Texas A&M University
22 Texas A&M University – Central Texas
23 Texas A&M University – Commerce
24 Texas A&M University – Corpus Christi
25 Texas A&M University – Kingsville
26 Texas A&M University – San Antonio
27 Texas A&M University – Texarkana
28 Texas Southern University
29 Texas State University – San Marcos
30 Texas State University System Office
31 Texas Tech University System
32 Texas Tech University
33 Texas Tech University Health Science Center
34 Texas Tech University Health Science Center – El Paso
35 Tyler Junior College
36 University of Houston (Downtown)
37 University of Texas – El Paso
38 University of Texas – Rio Grande Valley
39 University of Texas – San Antonio
40 University of Texas Southwestern Medical Center - Dallas
41 Victoria College
42 Wharton County Junior College
43 Texas A&M System Office
44 Texas Division of Emergency Management

EXHIBIT D

AVAILABLE SOFTWARE FOR TCC MEMBERS

A listing of Available Software, current as of the Effective Date, is included on Attachment D1 of this Exhibit D. If a TCC Member desires to license Software that is not listed in Attachment D1, including Ellucian proprietary products and third party products, the TCC Member may propose insertion of the Software into the Available Software Products List. Alternatively, a TCC Member may enter into a direct contract with Ellucian for licensing of such Software that is not included on Attachment D1, in which event the transaction will be between the individual TCC Member and Ellucian and will not be subject to the terms of the 2022 Master Agreement.

Ellucian will have the right, from time to time and only on a prospective basis, to (i) delete Software from Attachment D1 in any instance in which Ellucian stops granting licenses for the Software in question; (ii) add Software to Attachment D1 in any instance in which Ellucian becomes able to grant licenses for the new Software; (iii) change the category in which specific Software appear on Attachment D1; and (iv) change the name of Software made available for licensing to TCC and the TCC Members. For example, a particular Software may be moved from Section 3: "Certain Third Party Software" to Section 2: "Ellucian Proprietary Software that contain Third Party Software." Similarly, Ellucian reserves the right to update the names of licensed Software, as with the example of Ellucian CRM Recruit, which was formerly known as Ellucian Recruiter. In each such instance of a change to the Available Software List (Attachment D1) under (i) – (iv) above, Ellucian shall promptly notify Contract Administrator of the change. For the avoidance of doubt, unless otherwise agreed by the parties in writing, orders for Software will continue to be governed by the applicable terms as of the date of the order even if changes are made for future orders.

ATTACHMENT D1
(as of September 1, 2022)

AVAILABLE SOFTWARE PRODUCTS

Section 1: Ellucian Proprietary Software
Section 2: Ellucian Proprietary Software that contains Third Party Software
Section 3: Third Party Software
Section 4: Ellucian Proprietary Software - Annually Licensed Software
Section 5: Ellucian Cloud Software

• - **NOTE: Pricing for certain products offered under the 2022 Master Agreement is based upon licensing metrics such as Enrollment, FTE, users, reports, seats, or other unit of measure (quantity-based) terms, and such licensing metrics will be identified in the applicable Order Form. Additional fees will apply for any such Software if the TCC Member exceeds the contracted quantity for such Enrollment, FTE, users, reports, seats, or other unit-of-measure. Ellucian will invoice TCC directly for overages and payment shall be made in accordance with the 2022 Master Agreement.**

SECTION 1: ELLUCIAN PROPRIETARY SOFTWARE

Discount of 40% off of the then-current List Price for perpetual licenses to Ellucian Proprietary Software, based on the TCC Member's Ellucian Enrollment "tier" at the time of licensure. See limitations provided for in Exhibit E. Except for those products indicated by ‡ below, the products shown in this Section 1 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

Banner-Related Software
Banner Student (includes EDI)
Banner Student Self-Service
Banner Faculty and Advisor Self-Service
Banner Financial Aid (note: this product requires FM Needs Analysis)
Banner Finance
Banner Finance Self-Service
Banner Human Resources
Banner Employee Self-Service
Banner Workflow
Banner Document Management Integration Component
Degree Works•
Degree Works Transfer Equivalency
Banner Data Defense Proprietary Code (note: this product is available only if TCC Member has licensed the required Oracle components separately) ‡
Banner Operational Data Store (ODS)
Banner Integration for eProcurement
Thomson Reuters International Tax Navigator Interface for Banner ‡
Ellucian's International Student and Scholar Management (ISSM) ‡
Ellucian's International Student and Scholar Management (ISSM) Multi-campus surcharge ‡
Ellucian's International Scholar Dossier ‡
Banner Document Retention (Note: Requires Banner Document Management and that either ApplicationXtender Web Services or ApplicationXtender Package be licensed)

SECTION 2: ELLUCIAN PROPRIETARY SOFTWARE THAT CONTAINS THIRD PARTY SOFTWARE

Discount of 40% off of the then-current List Price for the Ellucian Proprietary portions of Software listed as "Ellucian Proprietary Software that contains Third Party Software" based on the TCC Member's Ellucian Enrollment "tier" at the time of licensure; the discount does not apply to any third party technologies embedded in or included with the applicable Ellucian Proprietary Software. See limitations provided for in Exhibit E. Except for those products indicated by ‡ below, the products shown in this Section 2 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

Banner-Related Software
Banner ePrint - Site License on a single server
Campus Receivables Collector

Ellucian CRM
Ellucian CRM Additional Server (License provides Ellucian and Microsoft licensing for a client to use an additional CRM Production or Non-Production server with Ellucian CRM Recruit and/or Ellucian CRM Advise) ‡

SECTION 3: THIRD PARTY SOFTWARE

TCC Members can purchase the following Third Party Software from Ellucian on an Order Form through this 2022 Master Agreement. The software discount used for Ellucian Proprietary Software does not apply to these Third Party solutions. Ellucian would negotiate with the respective TCC Member on the purchase price for the following Third Party software, services, and maintenance. Third Party Software products listed in Exhibit D, Attachment D1 include integration between Ellucian and the applicable third party product in order to (i) maintain compatibility or (ii) provide customization to work with Ellucian Proprietary Software. When licensed from Ellucian, Ellucian provides first tier support for the Third Party Software listed in this Attachment D1. Except for those products indicated by ‡ below, the products shown in this Section 3 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

Automic Applications Manager (formerly known as Banner Enterprise Job Scheduler by UC4) •
Automic Applications Manager (SaaS) ‡
Automic Applications Manager (Term License)

Ellucian Chat (SaaS)
Ellucian Chat for CRM Solutions ‡

Ellucian Gift Matching 360 MatchPro for CRM Advance (SaaS)
Ellucian Gift Matching 360MatchPro for CRM Advance – Up to $100k Matching Gift Revenue ‡
Ellucian Gift Matching 360MatchPro for CRM Advance – Up to $500k Matching Gift Revenue ‡
Ellucian Gift Matching 360MatchPro for CRM Advance – Up to $1M Matching Gift Revenue ‡
Ellucian Gift Matching 360MatchPro for CRM Advance – $1M+ Matching Gift Revenue ‡

Ellucian CRM Users (as applicable for Ellucian CRM Recruit, Ellucian CRM Advise, and/or Ellucian CRM Advance) (SaaS) •
Ellucian CRM Users (note: Recruit requires minimum of 6 Premium users) ‡
Ellucian CRM Premium Named User ‡
Ellucian CRM Standard Named User ‡
Ellucian CRM Lite (Light) Named User (not applicable for Ellucian CRM Advance) ‡
Team Member User ‡
Sales User ‡
Ellucian CRM Recruit SaaS Limited Group Device License – 10 Standard Users ‡

Ellucian Housing by Adirondack Solutions (SaaS) •
Ellucian Housing by Adirondack Solutions ‡
Ellucian Parking by Adirondack Solutions ‡

Ellucian Talent Management by NEOED (SaaS) •
Ellucian Talent Management Recruit and Onboard
Ellucian Talent Management Develop
Ellucian Talent Management eForms
Ellucian Talent Management Single Sign-On
Ellucian Talent Management Position Control – Flat File
Ellucian Talent Management New Hire Integration – Flat File
Ellucian Talent Management Class Spec – Flat File (FTP)
Ellucian Talent Management Employee Import
Ellucian Talent Management Course Management Integration
Ellucian Talent Management Course File Integration
Ellucian Talent Management Video Integration

Ellucian Travel and Expense Management Powered by Chrome River (SaaS) •
Ellucian Travel and Expense Management Powered by Chrome River – Expense Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Unlimited Invoice Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Invoice Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Unlimited Invoice Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Annual Reports for Non-Travel Purchase Card ‡
Ellucian Travel and Expense Management Powered by Chrome River – Annual Reports for Unlimited Non-Travel Purchase Card ‡
Ellucian Travel and Expense Management Powered by Chrome River – Folio Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Unlimited Folio Reports ‡

EMC (Perpetual)
Banner Document Management•
Banner Document Management Enterprise License
Banner Document Management Standard License
Banner Document Management Enterprise License Uplift
ApplicationXtender Package•
ApplicationXtender Package 5 - 24 CC Users
ApplicationXtender Package 25-99 CC Users

ApplicationXtender Package 100 - 249 CC Users
ApplicationXtender Package 250 - 499 CC Users
ApplicationXtender Package 500+ CC Users
ApplicationXtender Test Package
ApplicationXtender Image Enhancer (Pegasus ScanFix)
ApplicationXtender Capture
ApplicationXtender Capture Package (formerly QuickScan Pro)
ApplicationXtender Image Capture (formerly ScanXtender)
ApplicationXtender Reports Management
ApplicationXtender Reports Management Package
Full-Text Indexing and Full Page OCR
ApplicationXtender xPLORE Full Text Server
ApplicationXtender xPLORE Full Text Client
ApplicationXtender OCR Server
ApplicationXtender Connector•
ApplicationXtender Connector - 5 CC User Pack
ApplicationXtender Connector - 25 CC User Pack
ApplicationXtender Connector - 75 CC User Pack
Banner Capture Standard Bundle (Server and Advanced Recognition). Includes Captiva Standard Server, Enterprise Export for EMC ApplicationXtender, Attended Client, Captiva ScanPlus Client [Standard], Reports, Captiva Advanced Recognition – 100,000 PPY, Captiva Invoice Capture
ScanPlus Clients
Attended Clients
Additional Server Volume – 100,000 PPY•
Server Volume + Advanced Recognition Volume – 100,000 PPY•
Standard Development/Test Server
Standard with Advanced Recognition Development/Test Server

ESM (SaaS)
Ellucian Purchase Powered by ESM ‡
Ellucian Supplier Powered by ESM ‡

Evisions Inc.
Argos
FormFusion
IntelleCheck

Five9 (SaaS)
Ellucian Telephony by Five9 100% Recording Subscription ‡
Ellucian Telephony by Five9 Administrator Subscription ‡
Ellucian Telephony by Five9 Geographic Redundancy Option Subscription ‡
Ellucian Telephony by Five9 Plus Adapter for Microsoft Dynamics CRM ‡
Ellucian Telephony by Five9 SIP Inbound Subscription Flat Rate ‡
Ellucian Telephony by Five9 SIP Outbound Subscription (Five9 Backup) ‡
Ellucian Telephony by Five9 SIP Outbound Subscription (No Backup) ‡
Ellucian Telephony by Five9 Supervisor Plus Subscription ‡
Ellucian Telephony by Five9 Supervisor Subscription ‡
Ellucian Telephony by Five9 VCC Agent Seat - Blended (Inbound & Outbound) ‡

Ellucian Telephony by Five9 sRTP Subscription ‡

ISE Enterprise Job Scheduler (SaaS)•
Enterprise Schedule
Banner Interface Module

Microsoft CRM (Perpetual)•
On-Premise Ellucian CRM Premium Named User ‡
On-Premise Ellucian CRM Standard Named User ‡
On-Premise Ellucian CRM Lite Named User ‡

Oracle (Perpetual/SaaS)•
Ellucian Banner Data Defense Bundle (Note: Ellucian Banner Data Defense Bundle includes Ellucian Banner Data Defense and Oracle Advanced Security) ‡
Oracle Advanced Security ‡
Oracle Audit Vault and Database Firewall ‡
Oracle Database Connector 3 ‡
Oracle Database Diagnostics Pack ‡
Oracle Database Enterprise Edition
Oracle Database Lifecycle Management Pack ‡
Oracle Database Integrator Enterprise Edition ‡
Oracle Database Standard Edition 2 ‡
Oracle Directory Integration Platform, Oracle Virtual Directory ‡
Oracle iAS Configuration Management Pack ‡
Oracle iAS Diagnostics Pack ‡
Oracle Identity and Access Management Suite ‡
Oracle Identity Manager Connector – Database User Management ‡
Oracle Internet Application Server Enterprise Edition ‡
Oracle Internet Developer Suite ‡
Oracle Identity Manager Connector - IBM Lotus Notes/Domino ‡
Oracle Management Pack for Identity Management ‡
Oracle Identity Manager Connector - Novell e-Directory ‡
Oracle Partitioning Option ‡
Oracle Programmer ‡
Oracle Real Application Clusters ‡
Oracle Tuning Pack ‡
Oracle WebLogic Server Management Pack Enterprise Edition ‡
Oracle WebLogic Suite ‡

SSD, Inc. (Software Services of Delaware, Inc.) (Perpetual)
Axiom
Axiom Web
OCR for AnyDoc

Bulk Email Sends (SaaS/Annual Licensed)•
Bulk Emails Sends (additional White List Emails) – available for CRM Solutions ‡

Address Cleanses/Address Validation (SaaS/Annual Licensed) •
Address Cleanses (additional Address Cleanses) – available for CRM Solutions ‡
Address Validation Global for CRM Solutions – Block(s) of 10,000 ‡
Address Validation Global for CRM Solutions – Block(s) of 50,000 ‡
Address Validation Global for CRM Solutions – Block(s) of 100,000 ‡
Address Validation US and Canada for CRM Solutions – Block(s) of 100,000 ‡

TouchNet (SaaS)
Ellucian Payment Center (without Merchant Services) ‡
Ellucian Payment Center w/EMV Client (with Merchant Services) ‡
Ellucian Payment Center w/EMV Client (without Merchant Services) ‡
Ellucian OneCard VIP by TouchNet ‡
Limited Ellucian Payment Center by TouchNet for Recruit – With Transaction Services ‡
Limited Ellucian Payment Center by TouchNet for Recruit – Without Transaction Services ‡

SECTION 4: ELLUCIAN PROPRIETARY SOFTWARE - ANNUALLY LICENSED SOFTWARE

The following Ellucian Proprietary Software are annually licensed products. The Software discount does not apply to annually licensed products. Ellucian will provide software discounts only as outlined in the notes below (if any). Except for those products indicated by ‡ below, the products shown in this Section 4 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

FM Needs Analysis
FM Need Analysis [1]

[1] No Software discount will be applied to FM Need Analysis and, in addition, the maintenance level for FM Need Analysis must match the maintenance level for the Banner Financial Aid Software.

SECTION 5: ELLUCIAN CLOUD SOFTWARE

Except as noted below, discount of 20% off Cloud Software listed in Section 5. See limitations provided for in Exhibit E. Products shown in this Section 5 are **not** available for Managed Cloud Services (hosting).

Banner SaaS •
Banner SaaS ERP Enterprise (includes Banner Student, HR, Finance, Accounts Receivable, Financial Aid, FM Needs Analysis, Embedded Reporting, Ethos Integration, Ethos Identity, Degree Works, Degree Works Transfer Equivalency, Mobile Application Edition, Workflow Enterprise, Analytics Starter Pack, Intelligent Learning Platform)
Banner SaaS Enterprise – Student and Finance
Banner SaaS Enterprise – Student and HR
Banner SaaS Enterprise – Student only
Banner SaaS ERP Essentials (includes Banner Student, HR, Finance, Accounts Receivable, Financial Aid, FM Needs Analysis, Embedded Reporting, Ethos Integration, Ethos Identity, Degree Works, Degree Works Transfer Equivalency, Mobile Application Edition)
Banner SaaS Essentials – Student and Finance
Banner SaaS Essentials – Student and HR

Banner SaaS Essentials – Student Only
Banner SaaS – Additional Non-Production Environment

Ellucian Analytics
Ellucian Analytics
Ellucian Analytics – CRM
Ellucian Ethos Data Access
Ellucian Ethos Data Access – Outbound Service
Ellucian Ethos Data Access – Additional Storage
Ellucian Analytics – Designer User (named user)•
Ellucian Analytics – Viewer User (named user)•
Ethos Integration Add-On Tenant

Ellucian CRM Advance
Ellucian CRM Advance
Ellucian CRM Advance Enterprise
Ellucian CRM Advance Enterprise Dedicated Cloud Environment
Ellucian CRM Advance Dedicated Database Cluster
Ellucian CRM Advance Database Backup Support
Ellucian CRM Advance Additional Organization
Ellucian CRM Advance Additional Non-Production Environment

Ellucian CRM Advise
Ellucian CRM Advise (CRM Ellucian CRM Advise subscription provides access to Ellucian CRM Advise in a cloud environment via two (2) CRM servers for Production and Non-Production and one (1) Asynchronous. 50 (Tiers 1-6), 100 (Tiers 7-10), 150 (Tiers 11-14), or 200 (Tiers 15-22) GBs of storage, data integration & synchronization with Banner, and Blackboard or Moodle Learning Management System, patches, and upgrades)
Ellucian CRM Advise Additional Non-Production Environment
Ellucian CRM Advise Database Backup Support

Ellucian CRM Recruit
Ellucian CRM Recruit (SaaS) (includes 250,000 white list emails; 100,000 address cleanses)•
Ellucian CRM Recruit Additional Constituency (annual subscription)
Ellucian CRM Recruit Additional Organization, Non-Production Only
Ellucian CRM Recruit Additional Web Front End
Ellucian CRM Recruit Additional Non-Production Environment
Ellucian CRM Recruit Database Backup Support

Ellucian CRM Users•
Ellucian CRM Premium Named User
Ellucian CRM Premium Named User
Ellucian CRM Premium Named User

Ellucian Elevate
Ellucian Elevate Essentials

Ellucian Elevate CE/WFD Pro
Ellucian Elevate CE/WFD Pro Plus
Ellucian Elevate Enterprise Edition
Use Your Own Merchant Account (with Elevate) [2]
Tracked Transaction SaaS Annual Subscription (includes 2,500 student program registrations)•
Additional Program Registration (once client goes over contracted registrations)•
Ellucian Elevate Additional Non-Production Environment
Ellucian Elevate Additional Production Environment
Additional Prepaid Registrations (for Essential, CE/WFD Pro, CE/WFD Pro Plus, Enterprise)

[2] The fee associated with this is not discountable.

Ellucian Experience •[3]
Ellucian Experience Foundation
Ellucian Experience Pro
Ellucian Experience Premium

[3] Ellucian offers separate pricing for a 3-year and a 5-year committed term.

Ellucian Intelligent Learning Platform •
Ellucian Intelligent Learning Platform inclusive of LMS connection to one of the following providers: Blackboard, Moodle, Canvas, or D2L
Additional LMS connections available for separate fees

Ellucian Workflow•
Ellucian Workflow Enterprise
Ellucian Workflow Enterprise – Additional Non-Production Environment

EXHIBIT E

FINANCIAL TERMS AND CONDITIONS; FEES AND RATES FOR TCC MEMBERS

1. DISCOUNTS FOR SOFTWARE LICENSED PURSUANT TO THE 2022 MASTER AGREEMENT:

During the Term of the 2022 Master Agreement, TCC Members can license Software pursuant to the 2022 Master Agreement for the following discounts, based on the section where the applicable Software product is listed on Attachment D1. For the avoidance of doubt, the discount(s) discussed in this Exhibit E do not apply to any third party technologies embedded in or included with the applicable Ellucian Proprietary Software for which a TCC Member is obtaining a right of use – that is, the TCC Member must additionally acquire such third party technologies (either from Ellucian, if Ellucian is a licensor therefor, or directly from the third party provider thereof), and such third party technologies are not provided with, and are not subject to, the discount(s) provided for in this Exhibit E.

Section A: Ellucian Proprietary Software – Perpetual Licenses/Term Licenses

TCC Members can license perpetual licenses for Ellucian Proprietary Software at a license fee equal to 60% of Ellucian's then-current List Price license fee for such Ellucian Proprietary Software for higher education institutions having an Enrollment comparable to that of the TCC Member in question. TCC Members can license Term Licenses for available Ellucian Proprietary Software at a license fee equal to 80% of Ellucian's then-current List Price Term License fee for such Ellucian Proprietary Software for higher education institutions having an Enrollment comparable to that of the TCC Member in question. Such List Price license fee, discounted as provided for herein, will be known as the "TCC Standard License Fee."

At its sole direction, and without any obligation to do so, Ellucian can provide a TCC Member with a license fee discount for an Ellucian Proprietary Software in an amount greater than the discount percentage applied to calculate the TCC Standard License Fee ("Increased Discount"). In each such instance, each TCC Member that, at the time in question, has not obtained a license to use the Ellucian Proprietary Software that was subject to the Increase Discount will have ninety (90) calendar days from the date that Ellucian granted the Ellucian Proprietary Software license that was subject to the Increased Discount to process an Order Form for licensure of such Ellucian Proprietary Software subject to the Increased Discount ("Matching Discount"). Ellucian will provide a list of the Ellucian Proprietary Software(s) that are subject to the Matching Discount to the Contract Administrator per the respective Order Form. The Contract Administrator will provide notice to the TCC Members via the TCC website (which is maintained by the TCC Leadership Council (discussed in Section 1(c) of Exhibit G)) that a Matching Discount is available on certain Ellucian Proprietary Software(s). In no instance will the Matching Discount exceed 50% of Ellucian's then-current List Price for the Ellucian Proprietary Software in question; however, and without any obligation to do so, the Matching Discount will not preclude Ellucian from offering special promotional pricing for a specific, limited period of time ("Promotional Pricing") to the TCC Members for specific Ellucian Proprietary Software(s) (each a "Promotional Pricing Software"). By way of example and not limitation, Ellucian has in the past offered Promotional Pricing for certain Ellucian Proprietary Software, for a specific, limited period of time, such as for a period of 30 days. Matching Discounts will not be offered for Promotional Pricing Software outside of the specific, limited period of time during which Ellucian is offering the Promotional Pricing on the Promotional Pricing Software in question.

Section B: Ellucian Proprietary Software that contains Third Party Software

TCC Members can license the Ellucian Proprietary portions of Ellucian Proprietary Software that contains Third Party Software at a license fee equal to 60% of Ellucian's then-current List Price license fee for such Ellucian Proprietary Software for higher education institutions having an Enrollment comparable to that of the TCC Member in question. At its sole discretion, and without any obligation to do so, Ellucian may provide a TCC Member with the Increased Discount and/or Matching Discount for Ellucian Proprietary Software licensed pursuant to this Section B.

Section C: Third Party Software

No standard discount applies to Third Party Software.

Section D: Ellucian Proprietary Software - Annually Licensed Software

No standard discount applies to annually licensed Ellucian Proprietary Software.

Section E: Ellucian Cloud Software

TCC Members can license any Ellucian-proprietary Cloud Software listed on Attachment D1 from Ellucian pursuant to the 2022 Master Agreement at an annual fee equal to 80% of Ellucian's then-current List Price fees for such Cloud Software for higher education institutions having an Enrollment comparable to that of the TCC Member in question. For each Contract Year after the initial Contract Year but ending on or before August 31, 2027, the annual fees payable for Ellucian-proprietary Cloud Software will be an amount not to exceed 103% of the annual fees payable for such Ellucian-proprietary Cloud Software in the immediately preceding (full) Contract Year.

2. ELLUCIAN PROPRIETARY SOFTWARE MAINTENANCE FEES:

In each instance, during the Term, the first full Contract Year Maintenance fees for Ellucian Proprietary Software licensed pursuant to the 2022 Master Agreement will be calculated using a percentage (in accordance with Ellucian's then-current general practices) of the greater of: (a) the actual license fee payable for the Ellucian Proprietary Software in question; or (b) 40% of Ellucian's then-current List Price license fee for such Ellucian Proprietary Software for higher education institutions having an Enrollment comparable to that of the TCC Member in question.

3. THIRD PARTY SOFTWARE MAINTENANCE FEES:

Nothing herein shall diminish the right of any TCC Member to obtain Maintenance on Third Party Software from other available sources after the expiration of the 2022 Master Agreement.

As of the Effective Date of the 2022 Master Agreement, Ellucian's general practice for most Third Party Software products is that the first full Contract Year Maintenance fees for Third Party Software is calculated between 20% and 22% of the greater of: (a) the actual license fee payable for the Third Party Software in question; or (b) the then-current List Price license fee for such Third Party Software for higher education institutions having an Enrollment comparable to that of the TCC Member in question. There are some Third Party Software products that are excluded from the general practice. However, it is understood that Ellucian has limited control over the pricing for non-Ellucian Proprietary Software, and the accompanying Maintenance therefor, and accordingly, absent any written agreement to the contrary between Ellucian and the applicable Third Party Software vendor in any instance, Ellucian cannot guarantee initial Contract Year Maintenance fees for any Third Party Software or a discount therefor, over any particular period of time. Ellucian will promptly notify the TCC Member of any changes in List Prices for Third Party Software in each instance. In each instance, for each Contract Year after the first full Contract Year but during the Term, the annual Maintenance fee payable to Ellucian for the Ellucian Proprietary Software in question will be subject to the annual Maintenance escalation provided for below in this Exhibit E. The Third Party Software contractual obligations for Maintenance under this contract are between Ellucian, the third party vendor, and the TCC Member.

4. OPTIONAL MAINTENANCE UPGRADE FEES:

Upon approval by Ellucian, TCC Members shall have the option to upgrade from the Advantage Maintenance Level (as described in Attachment A1) provided for particular Baseline Software under the Maintenance Agreement, to

an “Advantage Plus” level as specified in Attachment A2 (“Optional Maintenance Upgrade”). For the avoidance of doubt, the Optional Maintenance Upgrade shall be available to both current TCC Members as of the Effective Date of this Agreement, as well as new TCC Members who join subsequent to the Effective Date of the 2022 Master Agreement. NOTE – the Optional Maintenance Upgrade is not available for all Baseline Software.

The fee for any Optional Maintenance Upgrade shall be calculated based upon the difference between the Advantage Maintenance Fees as set forth above in Section 2 of this Exhibit E, and the then-current pricing made available for substantially similar upgraded levels of Maintenance delivered by Ellucian to higher education institutions having an Enrollment comparable to that of the TCC Member in question (“Optional Maintenance Upgrade Fee”). Optional Maintenance Upgrade Fees shall be subject to the Maintenance escalation provisions set forth below in this Exhibit E. However, Optional Maintenance Upgrade Fees shall be excluded from any amounts retained by the TCC under this Agreement and shall pass through directly to Ellucian. Ellucian will invoice TCC Member for any fees associated with a TCC Member’s exercise of the Optional Maintenance Upgrade.

After an Optional Maintenance Upgrade, TCC Members shall have the right to return to the Advantage Maintenance Level provided for a particular Baseline Software under the Maintenance Agreement (“Optional Maintenance Downgrade”). In order to exercise an Optional Maintenance Downgrade, the TCC Member must provide written notice to Contract Administrator on or before May 31 in any given Contract Year, who in turn must provide immediate written notice to Ellucian that the TCC Member is exercising the right to an Optional Maintenance Downgrade. Upon exercising an Optional Maintenance Downgrade, a TCC Member will be obligated to pay Maintenance fees at the now canceled Optional Maintenance Upgrade level for the remainder of the Contract Year in which such written notice was provided (and thereafter shall pay at the Advantage Maintenance Level for the remainder of the committed term applicable to such Maintenance).

5. MAINTENANCE FEE ESCALATION:

Beginning with the initial Contract Year, in each instance during the Term, for each Contract Year after the initial Contract Year but ending on or before August 31, 2027, the annual Maintenance fee payable to Ellucian for the Ellucian Proprietary Software in question will be an amount not to exceed 103% of the Maintenance fee payable for such Ellucian Proprietary Software in the immediately preceding full Contract Year.

6. MAINTENANCE FEE DUE DATES:

All Partial Year Maintenance fees will be payable upon invoice, with the applicable Maintenance fee amount to be prorated to reflect the percentage of the then-current Contract Year remaining at the time that the Software in question was licensed. For annualized bills for the next Contract Year, Ellucian will provide a spreadsheet to Contract Administrator by July 15 for all the TCC Members’ Maintenance fees applicable to all Software licensed by May 31 of that Contract Year, and additional Maintenance fees for any Software licensed in the remaining months of June, July, or August of that Contract Year in advance of the next Contract Year ("Contract Year-End Licenses") will be invoiced separately from the annual invoice, as soon as reasonably practical after August 31 of the Contract Year in which Ellucian granted such Contract Year-End Licenses. Such Partial Year Maintenance amounts will be payable by Contract Administrator in accordance with Section 6(a) of the 2022 Master Agreement.

7. PROFESSIONAL SERVICES:

For the period from the Effective Date through the end of the Term of the 2022 Master Agreement, Ellucian will provide hourly Professional Services on a time and materials basis at rates equal to 90% of Ellucian’s List Price for the Professional Services in question (as such List Prices are shown in Section 2(c) of Exhibit B). Ellucian will invoice TCC Members on a monthly basis as such Professional Services are rendered for TCC Members in the manner described in their Order Forms. Ellucian shall also offer the TCC Members any discounts generally available for blocks of Committed Services, as may then be provided for in Ellucian's List Prices. Ellucian shall also offer the TCC Members any special or promotional discounts generally available to all Ellucian clients on a prospective basis.

In each instance, subject to the availability of Ellucian personnel to provide such blocks of Committed Services, at a TCC Member's written request pursuant to an Order Form ("Committed Service Notification"), Ellucian will provide the TCC Member with any requested block of Committed Services in accordance with the terms and conditions of the Professional Services Agreement, and at the associated rates therefor within the applicable time period (each a "Time Period") specified in Ellucian's then-current List Price book. In each instance, as long as Ellucian is ready, willing and able to provide any requested blocks of Committed Services within the Time Period specified, if the TCC Member in question does not utilize the entire block of Committed Services within that Time Period, the TCC Member shall remain liable to pay Ellucian the total fees for such block of Committed Services, and Ellucian shall have no obligation to provide any unused Committed Services upon the expiration of that Time Period. The TCC Member will remit payment for 100% of such block of Committed Services within thirty (30) days from the date of receipt of an invoice therefor in accordance with Chapter 2251, *Texas Government Code*.

8. TCC CENTER SERVICES:

During the Term of the 2022 Master Agreement, the Contract Administrator, on behalf of the TCC Members and TCC, will pay Ellucian an annual fee, which: (a) is set forth in Attachment G1; and (b) which fee per FTA, for each subsequent Staffing FTA Year, will be an amount not to exceed one hundred two percent (102%) of the annual fee per FTA payable by the Contract Administrator for the immediately preceding Staffing FTA Year ("Annual Escalation").

The number of FTAs is set forth in Exhibit G.

Contract Administrator will pay Ellucian the applicable FTA fees in equal quarterly installments, with one (1) such quarterly installment to be paid to Ellucian by not later than the first day of June, September, December, and March, respectively, of each Staffing FTA Year during the Term.

Ellucian and the TCC advisory board will continue to evaluate the effectiveness of the TCC Center on a quarterly basis and, upon mutual agreement in each instance, adjust the FTA levels as reasonably required to address the requirements of the TCC Members as set forth in the definition of "TCC Center" in the 2022 Master Agreement and in Exhibit G. The fees identified in Exhibit G with respect to Aggregate US-Based and Off-Shore FTA Resources will remain in effect for the Term unless the parties agree to adjust the number of Aggregate US-Based and Off-Shore FTA resources on no less than ninety (90) days' notice and conditioned upon full execution of an amendment detailing the changed Aggregate US-Based and Off-Shore FTA resources and the reduction in fees.

ATTACHMENT E1

CERTAIN ADMINISTRATIVE PROCEDURES AND ADMINISTRATIVE FEES CHARGED TO TCC MEMBERS

1. By means of a separate agreement, the TCC Members shall form an advisory board (the "TCC advisory board") that will perform certain strategic functions in connection with the administration of the 2022 Master Agreement, including, among others, contract administration, fiscal management, planning, and prioritization of conflicting task requests submitted to the TCC Center. All requests from a TCC Member for specific Centralized Support Services shall be made to the TCC Center. The TCC Center will recommend the request(s) for prioritization by the TCC advisory board and communicated by the TCC Leadership Council after approval by the TCC advisory board. The TCC advisory board will prioritize specific task requests and mediate any conflicts between or among the TCC Members with respect to utilization of the TCC Center. The TCC advisory board shall have the function to resolve disputes on behalf of any TCC Member regarding the TCC program that are not resolved by the Contract Administrator, and each TCC Member will accept the decisions of the TCC advisory board to the extent such decisions may affect TCC Members interests in the program.

2. TCC Members must provide Contract Administrator written notice of any dispute on an invoice it receives from Contract Administrator within ten (10) days of receipt of the invoice. Contract Administrator shall resolve this dispute or forward to Ellucian for resolution in accordance with Chapter 2251, Texas Government Code.

3. TCC Members will remit payment for Maintenance and other administrative fees to Contract Administrator on an annual basis, in the amounts otherwise provided for in the 2022 Master Agreement. Such administrative fees are based upon total annual Maintenance paid by TCC Members. In those cases where a TCC Member is delinquent in remitting payment by greater than 60 calendar days past due, the TCC Member may be subject to being denied access to TCC Center services until past due balances are resolved. Contract Administrator will notify the TCC Center Director of any TCC Member that should be denied services.

4. Contract Administrator shall forward to Ellucian all payments based on Ellucian's invoices, after it receives payment from TCC Members. TCC Members shall remit payment to Contract Administrator by not later than thirty (30) calendar days after the date the TCC Member received the interagency transfer voucher or invoice from Contract Administrator. Late payments shall be subject to an additional charge to be determined by statute, except for those amounts properly disputed under Chapter 2251, Texas Government Code.

5. Payment for the TCC Center for Centralized Support Services provided by Ellucian shall be made from the portion of annual Maintenance that is retained by TCC. Payment for the first quarter of such services shall be made by September 1, 2022. Such fees are subject to the annual escalation amounts otherwise provided for in the 2022 Master Agreement. Contract Administrator shall forward to Ellucian payments for the Centralized Support Services as shown in Exhibit E.

6. Hourly Professional Services shall be at rates equal to 90% of Ellucian's List Price for the Professional Services in question. The 2022 Master Agreement requires the payment of other expenses, including travel expenses, as may be incurred by Ellucian on behalf of a TCC Member during the term of the 2022 Master Agreement. Implementation and support fees and other expenses shall be paid directly to Ellucian by each participating TCC Member upon receiving an invoice from Ellucian.

7. As consideration for the services performed for TCC Members by Contract Administrator, Contract Administrator shall charge an administrative fee negotiated with the TCC advisory board and calculated to recover its costs as specified in the Interagency Contract and the 2022 Master Agreement. Recognizing that Contract Administrator must recover direct and overhead cost associated with the management of the 2022 Master Agreement, the mechanism for recovery is established through the inter-agency agreement discussed in Exhibit C and represents 2.75% of the annual Maintenance fees billed to the TCC Members, or 2% of the annual fee paid for Cloud Software. Contract Administrator administrative services will escalate each

Contract Year not to exceed 103% of the prior Contract Year's fee. Amounts collected for administrative expenses from TCC Members that is in excess of the fee paid to Contract Administrator shall be expended under the advice of the TCC advisory board. The TCC advisory board shall ensure that all such sums are expended only for legitimate public purposes in conjunction with the TCC program for the benefit of the TCC Members. Consistent with Exhibit C hereto, the TCC advisory board will charge a one-time fee to all newly joining TCC Members utilizing the 2022 Master Agreement, which one-time fee will be due and payable by the TCC Members directly to Contract Administrator. This fee will be calculated based on 5% of the fee paid to Contract Administrator by the TCC Members for participating in the 2022 Master Agreement.

8. The TCC Members acknowledge that the discounts and other benefits available to them under the 2022 Master Agreement depend upon the continued participation of each TCC Member in the TCC program. The TCC Members also acknowledge that Contract Administrator and other TCC Members are relying upon the representations and the continued participation of each TCC Member and would not have entered into agreements in connection with the 2022 Master Agreement but for such representations and participation. Moreover, both parties to the 2022 Master Agreement acknowledge that it would be impossible or impractical to calculate the amount of actual damages that would be incurred by Contract Administrator and the TCC as a result of a TCC Member's withdrawal from participation in the program. Accordingly, each TCC Member expressly agrees that in the event it discontinues its participation in the 2022 Master Agreement at any time prior to August 31, 2027, it shall provide notice on or before May 31 of the Contract Year in which the notice is given and pay to Contract Administrator: (i) all Maintenance and related fees assessed for the Contract Year in which notice is given; plus (ii) an amount equal to one (1) additional year's Maintenance and related fees on Software including without limitation Third Party Software, if the 2022 Master Agreement is still in effect, to compensate the remaining TCC Members for the additional financial burden that must be borne by them as a result of the early termination ("Liquidated Damages"). The obligations contained in this paragraph concerning payment of Liquidated Damages shall survive any early termination of the 2022 Master Agreement.

9. Each TCC Member and TCC will formalize their relationship by executing an Interagency Agreement, the terms of which shall be consistent with the 2022 Master Agreement, but detail the communications, payment and other procedures between the parties. The TCC Director will be notified by Contract Administrator if a certain TCC Member has failed to execute an Interagency Agreement. If a TCC Member fails to execute an Interagency Agreement within sixty (60) days of presentation of the agreement to the TCC Member, the TCC Member may be subject to loss of access to the services of the TCC Center.

10. The discontinuance of a TCC Member's participation in the TCC, which includes without limitation, the expiration or termination of an Interagency Agreement, shall not relieve the TCC Member of any continuing contractual obligations owed to Ellucian, and the contractual obligations owed by a TCC Member to Ellucian pursuant to an Order Form shall survive the discontinuance of a TCC Member's participation in the TCC. For the avoidance of doubt, any Liquidated Damages owed by a TCC Member is in addition to, and not in replacement of, any amounts due pursuant to an Order Form.

EXHIBIT F

ELLUCIAN/TAMU-CC ADMINISTRATIVE CONTRACT TERMS AND CONDITIONS

1. ADMINISTRATIVE CONTRACT EXECUTION:

The 2022 Master Agreement between Ellucian and TAMU-CC will require a commitment of administration expenses for TAMU-CC acting in its capacity as Contract Administrator and the TCC. In order to pay the administrative fees charged by Contract Administrator for administration of this 2022 Master Agreement (as detailed in Section 7 of Attachment E1 of this 2022 Master Agreement), the following pricing will be in force for the Term. Fees not paid to Contract Administrator to cover its administrative expenses shall be used by the TCC to provide Professional Services to TCC Members. It is the goal of the TCC to provide an equal level of support to all TCC Members based on the TCC advisory board Policy on Support of certain Platforms/Operating Systems, based on the use of products by the TCC Members.

2. SOFTWARE LICENSE FEE DISCOUNT INVOICED TO TAMU-CC FOR TCC:

Notwithstanding any other term or condition of the 2022 Master Agreement, Ellucian Proprietary Software licensed for on-premise deployment under the 2022 Master Agreement shall be billed by Ellucian to TAMU-CC at an additional 7% discount from the fee payable by the TCC Member licensing such Ellucian Proprietary Software ("TCC Member License Fee"). (For example, Ellucian will invoice TAMU-CC for 93% of the fee payable for such Ellucian Proprietary Software licensed for on-premise deployment based upon the Order Form signed by the purchasing TCC Member.)

Notwithstanding any other term or condition of the 2022 Master Agreement, Ellucian Proprietary Software licensed as a Term License under the 2022 Master Agreement shall be billed by Ellucian to TAMU-CC at an additional 36% discount from the fee payable by the TCC Member licensing such Ellucian Proprietary Software licensed as a Term License ("TCC Member Term License Fee"). (For example, if the TCC Members receive a 40% discount off the List Price for Ellucian Proprietary Software licensed as a Term License, Ellucian will invoice TAMU-CC for 64% of the fee payable for such Ellucian Proprietary Software licenses based upon the Order Form signed by the purchasing TCC Member.)

Notwithstanding any other term or condition of the 2022 Master Agreement, Ellucian Proprietary Cloud Software licensed under the 2022 Master Agreement shall be billed by Ellucian to TAMU-CC at an additional 2% discount from the fee payable by the TCC Member licensing such Ellucian Proprietary Cloud Software ("TCC Member Cloud Software License Fee"). (For example, if the Cloud Software Order Form provides for a TCC Member's payment of $100,000 as the annual fee for Ellucian Proprietary Cloud Software for a given Contract Year, Ellucian will invoice TAMU-CC for $98,000 for such Ellucian Proprietary Cloud Software for the applicable Contract Year.)

Notwithstanding any other term or condition of the 2022 Master Agreement, Third Party Software licensed under the 2022 Master Agreement shall be billed by Ellucian to TAMU-CC at an additional 0.25% discount from the fee payable by the TCC Member licensing such Third Party Software ("TCC Member Third Party Software Fee"). (For example, if the Order Form for Third Party Software provides for a TCC Member's payment of $100,000 as the annual fee for such Third Party Software for a given Contract Year, Ellucian will invoice TAMU-CC for $99,750 for such Third Party Software for the applicable Contract Year.) The 0.25% discount on Third Party Software shall apply prospectively to Third Party Software licensed as Perpetual Software, Cloud Software, and Term Software as well as to Software Support Services for same, as applicable.

Notwithstanding any other term or condition of the 2022 Master Agreement, Banner SaaS Cloud Software licensed under this 2022 Master Agreement shall be billed by Ellucian to TAMU-CC at an additional 7% discount from the fee payable by the TCC Member licensing Banner SaaS Cloud Software ("TCC Member Banner SaaS Fee", and collectively with the TCC Member License Fee and TCC Member Term License Fee, the "TCC Member Invoice Fee"). (For example, if the TCC Members receive a 20% discount off Banner SaaS licenses List Price, Ellucian will invoice

TAMU-CC for 93% of the fee payable for such Banner SaaS license based upon the Order Form signed by the purchasing TCC Member).

For Ellucian Proprietary Software licenses purchased by TAMU Affiliates other than TAMU-CC (given that TAMU-CC licenses Software pursuant to the 2022 Master Agreement, and not pursuant to the 2006 TAMU Agreement), and for which payment has been received by Ellucian, Ellucian will provide a payment to TAMU-CC based upon 7% of the price paid by TAMU Affiliates.

3. ELLUCIAN PROPRIETARY SOFTWARE MAINTENANCE FEE TO BE INVOICED TO TAMU-CC ON NEW LICENSE FEES:

Notwithstanding any other term or condition of this 2022 Master Agreement, including Exhibit E, Ellucian will invoice Contract Administrator for the first full Contract Year Maintenance fees based on the following calculation: The greater of: (a) the TCC Member License Fee; or (b) Forty percent (40%) of the List Price license fee; multiplied by: (i) eighteen percent (18%) for most Ellucian Proprietary Software for Advantage level Maintenance, or (ii) twenty percent (20%) for Advantage Plus level Maintenance. With regard to most Third Party-Owned Software products, the amount is typically between twenty and twenty-two percent (20% to 22%) of the List Price license fee or actual license fee paid. NOTE – The percentages used to calculate Maintenance fees as of the Effective Date shall be held firm from the Effective Date through December 31, 2022, after which they are subject to increase. Any such increases shall only apply to Order Forms executed after an applicable increase and shall not retroactively apply to Order Forms with an Effective Date prior to the increase. Ellucian will promptly notify the TCC Member and the Contract Administrator of any changes in the percentage used to calculate Maintenance fees in each instance.

With respect only to the Ellucian Proprietary Software, the Maintenance fees will be divided between Ellucian and TCC as follows: sixty-four percent (64%) of the fees will be invoiced by Ellucian to TAMU-CC as Ellucian's Maintenance fee, and Contract Administrator will retain thirty-six percent (36%) for the benefit of TCC to pay for the TCC Center FTAs and other TCC Center expenses. The 64% will be escalated at 103% and the 36% at 103% the first Contract Year subsequent to the initial invoice (and for each subsequent year through the term applicable to such Maintenance). For avoidance of doubt, any Optional Maintenance Upgrade fees shall be excluded from any amounts retained by the TCC under the 2022 Master Agreement. Ellucian will invoice Contract Administrator for all Optional Maintenance Upgrade fees in addition to Ellucian Maintenance fees. By way of example and not limitation, if Ellucian provided TCC Member "X" with a discount of 50% off on a particular Ellucian Software, and the List Price for that Ellucian Software were $100,000, assuming that Ellucian's policy for the Software in question were to base the first Contract Year Advantage Maintenance Fee on a 18% calculation, then the first full Contract Year Maintenance fee for that Software would be $9,000, or (.18 x $50,000). This first full Contract Year, Maintenance will be prorated based upon the remaining months in the Contract Year and thereafter subject to annual escalation percentages.

For purchases made by TAMU Affiliates under the 2006 TAMU Agreement, Ellucian will invoice TAMU Affiliates directly for Maintenance fees based upon the same calculation as other TCC Members, except Ellucian will retain the 36% of the amount collected from these invoices for the benefit of TCC to pay for the TCC Center FTAs and other expenses, by remittance to Contract Administrator after the TAMU Affiliate pays the invoice. The 36% will be escalated at 103% the first Contract Year subsequent to the initial invoice (and for each subsequent year through the term applicable to such Maintenance). These payments to Contract Administrator may be in the form of credit memos but will not be withheld more than 30 days after payment is received from the TAMU Affiliate. For avoidance of doubt, any Optional Maintenance Upgrade fees paid by TAMU Affiliates under the 2006 TAMU Agreement shall be excluded from any amounts retained by the TCC under the 2022 Master Agreement. Ellucian will invoice TAMU Affiliates direct for all Optional Maintenance Upgrade fees owed by TAMU Affiliates under the 2006 TAMU Agreement in addition to Ellucian Maintenance fees.

4. THIRD PARTY SOFTWARE OBLIGATION OF CONTRACT ADMINISTRATOR AND TCC MEMBERS

Third Party Software are offered under the 2022 Master Agreement for the convenience of the TCC Members. Accordingly, in its position as Contract Administrator (as opposed to instances in which TAMU-CC itself obtains a license for any Third Party Software) under the 2022 Master Agreement, TAMU-CC's obligations with regard to such Third Party Software licensed by a TCC Member will be limited to: (i) placing the order for the Third Party Software; (ii) billing the TCC Member for the Third Party Software; and (iii) remitting to Ellucian the payments that the TCC Member in turn remits to TAMU-CC, as Contract Administrator, for the license and maintenance fees for the Third Party Software. TAMU-CC will be entitled to 0.25% of any fees related to any Third Party Software that Ellucian licenses to any TCC Member after the Effective Date of this 2022 Master Agreement.

This provision will not act to limit in any manner or by any means to relieve the TCC Member in question of its obligation to remit payment of Third Party Software license and maintenance fees, or act to limit in any manner or by any means to limit the right of Ellucian to pursue collection (including instituting legal action to obtain such collection) of Third Party Software license and maintenance fees from the TCC Member in question.

5. MAINTENANCE TERMINATION:

By way of executing a cancellation of maintenance notice, a TCC Member may be relieved of their maintenance obligations (Advantage or Advantage Plus Levels) prior to the end of the 2022 Master Agreement. A TCC Member must continue to pay the Maintenance per the respective Order Form, except that if the TCC Member wants to cancel Maintenance (absent a right to terminate early) on a Baseline Software or Third Party Software identified in the applicable eligible Order Form, the TCC Member must provide written notice to Contract Administrator on or before May 31 in any given Contract Year, and the Contract Administrator must in turn provide immediate written notice to Ellucian that the TCC Member is requesting cancellation of maintenance. If the TCC Member terminates in this manner, then the TCC Member will be obligated to pay the applicable Maintenance through the current Contract Year that notice was received by Ellucian and for the maintenance fees in the subsequent Contract Year. Absent Ellucian's receipt of written notice in accordance with the above, TCC Member's Maintenance payment obligations for the Baseline Software identified in the applicable eligible Order Form will remain in full force and effect in accordance with its terms, and the TCC Member will be obligated to pay the Maintenance fees.

6. NON MEMBER PAYMENTS:

Only TCC Members shall be entitled to license Software, obtain Professional Services and Maintenance under the terms and condition of the 2022 Master Agreement. Additionally, only TCC Members shall be entitled to the services of the TCC Center.

However, in the event that a State of Texas higher education institution, as defined by Texas Education Code 61.003, is denied membership by TAMU-CC and/or the TCC, Ellucian shall be entitled to license Software, provide Professional Services and Maintenance to such non-TCC Member pursuant to a separate written agreement. In any such instance, if the Licensed Software discount given to the non-TCC Member is greater than 40%, then Ellucian, on a prospective basis only (that is, excluding licenses granted prior thereto) will offer the same percentage discount (but in any event, not to exceed fifty percent off of Ellucian's then-current List Price therefor) amount on the same Licensed Software to TCC Members for the next ninety (90) days.

EXHIBIT G

DESCRIPTION OF TCC CENTER SERVICES; STAFFING AND OPERATION

1. STAFFING:

Commencing September 1, 2022 and continuing thereafter through August 31, 2027, Ellucian will staff the TCC Center with eight (8) U.S. based FTA, including a Director of Centralized Support Services (the "TCC Director") and ramp up to an additional maximum funded staff level of three (3) off-shore FTA. The combined TCC Center staff will have the skill sets reasonably necessary to support the activities and Ellucian services and products detailed on this Exhibit G. The fees and terms of payment for the staffing and operation of the TCC Center are set forth in attached Exhibit 1 to Attachment G1, which is incorporated herein by reference. Contract Administrator will be invoiced directly for all Centralized Support Services by Ellucian as otherwise provided for in the 2022 Master Agreement. Unless otherwise agreed in writing before the payment is due, Contract Administrator will pay Ellucian the additional fees on the dates specified in Exhibit 1 to Attachment G1. The amounts provided for herein are payable to Ellucian in addition to, and not in place of, any other fees that TAMU-CC is paying Ellucian for Centralized Support Services and/or any of the amounts that any TCC Members are otherwise obligated to pay to Ellucian under or in connection with the 2016 Master Agreement or (from and after the Effective Date) the 2022 Master Agreement. Additional details about on-demand training are set forth in Attachment G1.

- Strategic Software Lifecycle Planning and Management
- Support Center Operations Management
- Project Management
- Process Development and Management
- Banner General Functional and Technical Development
- Banner Student Functional and Technical Development
- Banner Financial Aid Functional and Technical Development
- Banner Human Resources Functional and Technical Development
- Banner Finance Functional and Technical Development
- TCC Action Line Support
- Support for evolving Ellucian product and services
    - Gap/Impact analysis on new products/services to determine need for TCC support
    - See Operational Work and Prioritization below

a. OPERATIONAL WORK AND PRIORITIZATION

Prioritization of TCC Center operational activities, development work, and support activities will be determined by input from Ellucian, TCC, the TCC advisory board, and the TCC Leadership Council. Work needed to meet state or Federal regulatory commitments will take precedence; provided however, Ellucian reserves the right to allocate resources and prioritize work that aligns with its overall corporate and product objectives. Prioritization of work may require changes in staffing levels in order to meet TCC and/or Ellucian objectives, but levels will stay within the minimum and maximum agreed upon contractual levels. Ellucian will strive to work closely with the TCC when situations arise where objectives may conflict with TCC priorities in order to evolve products and features that will support Ellucian's corporate strategy and benefit all existing and/or potential Ellucian customers.

b. REPORTING STRUCTURE

The TCC Director and TCC Center will be subject to the review of the TCC advisory board. The TCC advisory board must concur on the selection of the TCC Director. Ellucian will remove and replace any FTA upon formal written request of the TCC advisory board, provided that such removal is not in violation of applicable law. The TCC advisory board will assess the TCC Director effectiveness and the TCC Center FTA effectiveness annually and provide a report to Ellucian. Ellucian shall use the report for its personnel matters such as salary and promotions.

c. STRATEGIC GUIDANCE/GOVERNANCE

The TCC Leadership Council exists to facilitate collaboration, communication, dialogue, and direction for the TCC and TCC Members that will result in improved strategic planning and decision-making. The TCC Leadership Council will operate under a formal governance model and charter supported by the TCC advisory board and work with the TCC Director and TCC Center to facilitate meeting TCC and Ellucian objectives. The TCC Leadership Council will be composed of one representative with job responsibilities that include enterprise resource planning from each TCC Member. Each representative will provide a proxy in those instances where the representative cannot meet council obligations.

2. TERM:

Ellucian will staff the TCC Center for the Term of the 2022 Master Agreement.

3. QUARTERLY EVALUATION:

The staffing level of the TCC Center will be evaluated between the parties on a quarterly basis and any changes to the initial staffing levels shall be by mutual written agreement of the parties. Ellucian will work cooperatively with the TCC to make modifications to the TCC Center that are necessary to support operational effectiveness. See Section 8 of Exhibit E.

4. REPLACEMENT OF FTA; FTA CREDITS:

In the event an FTA voluntarily terminates his/her employment, is terminated by Ellucian, or is absent due to sickness for greater than thirty (30) consecutive business days in any calendar year during the term of the 2022 Master Agreement ("Absent FTA"), Ellucian will replace the Absent FTA with an FTA having substantially similar qualifications as the Absent FTA ("Replacement FTA") within thirty (30) business days after the occurrence of the event giving rise to such replacement (the "Triggering Event"). If Ellucian fails to provide a Replacement FTA within thirty (30) business days after the Triggering Event, Ellucian will provide Contract Administrator, on behalf of the TCC Members, with a credit ("FTA Credit") equal to the product of: (a) the annual fee paid by Contract Administrator, on behalf of the TCC Member, to Ellucian for such Absent FTA during the Staffing FTA Year in which the Triggering Event occurred, divided by 260 (representing the number of working days per calendar year for each FTA); multiplied by (b) the number of working days that have expired from the date of the Triggering Event until the date that Ellucian provides the Replacement FTA. The FTA Credit will be applied towards any outstanding Professional Services fee receivable(s) due and owing to Ellucian at the time such FTA Credit is available ("Outstanding Receivables"). The particular Outstanding Receivable(s) to which the FTA Credit will be applied shall be mutually agreed upon by Contract Administrator, on behalf of the TCC Member, and Ellucian at the time such FTA Credit is available to Contract Administrator, on behalf of the TCC Member; and absent such agreement of the parties, Ellucian will credit the oldest Outstanding Receivable by the amount of the FTA Credit. In the event no Outstanding Receivable(s) exist at the time the FTA Credit is available to Contract Administrator, on behalf of the TCC Member, Ellucian shall issue Contract Administrator, on behalf of the TCC Member, a refund equaling the FTA Credit.

5. TRAVEL /MISCELLANEOUS EXPENSES ADDITIONAL:

Travel expenses incurred by TCC Center staff for providing TCC specific support, service or training to consortium supported events shall be billed at the rates, where applicable, provided by the Texas Comptroller of Public Accounts (https://fmx.cpa.state.tx.us/fmx/travel/index.php) or the US General Services Administration per Diem rates site (http://www.gsa.gov/portal/content/104877) and only for the categories of expenses as allowed in the State of Texas Travel Allowance Guide (the "Texas Travel Guide") in effect at the time the expenses are incurred.

6. REMOTE EMPLOYEES

Ellucian at its discretion may staff the TCC Center with employees that regularly work remotely from the Frisco, TX office. For events that require TCC Center staff to travel to any location other than the TCC Center to support TCC activities, the TCC Director will work with the Contract Administrator and TCC advisory board to minimize the travel needs required to support the event. As previously stated, travel budgets will always be submitted for approval before any expense is incurred, and Contract Administrator and/or the TCC advisory board retain the right to approve or deny in whole or in part any travel budget.

7. CONTROL OF TCC CENTER SERVICES:

The TCC Director provides strategic, managerial, and operational control over the TCC Center and partners with the TCC advisory board and the TCC Leadership Council in working towards providing service and support to the TCC that satisfy the overall goals and objectives of the TCC and Ellucian. The overall flow of requests and prioritization of work to the TCC Center will be governed by the existing practices established by mutual consent between Ellucian, the TCC advisory board, and the TCC Leadership Council.

The Ellucian employees in the TCC Center will not be employees of the TCC or any TCC Member. Ellucian reserves the right to determine the method, manner, and means by which the services will be performed to the extent consistent with the terms of the 2022 Master Agreement. Neither the TCC nor any TCC Member will be required to furnish or provide any training to Ellucian or to any employees of Ellucian in order to enable Ellucian to perform the services, nor shall the TCC nor any TCC Member be required to hire, supervise, or pay any assistants to help Ellucian perform the services. The order and sequence in which the work is to be performed shall be under the control of Ellucian to the extent consistent with the terms of the 2022 Master Agreement. Except to the extent that Ellucian's work must be performed on or with TCC or TCC Member resources, Ellucian shall provide all equipment used in providing the services. Neither the TCC nor any TCC Member will withhold any amount that would normally be withheld from an employee's pay and neither Ellucian nor any employee of Ellucian will participate in any benefits of any sort which a TCC Member offers to its employees.

ATTACHMENT G1 TO
EXHIBIT G

1. ON-DEMAND TRAINING

TAMU-CC, acting in its capacity as Contract Administrator, and Ellucian agree to allow TCC Members to use Ellucian's On-Demand Training, which is Ellucian's web-based training subscription service, conditioned upon TCC's payment of the fees set out in Exhibit 1 to this Attachment G1 (which cover access to such On-Demand Training), as follows:

(a) Right to Access Web-Based Training Programs; Ongoing Subscription for Web-Based Training Programs. Ellucian grants TCC Members the right to access and use the Ellucian-proprietary self-paced, web-based training programs ("Web-Based Training Programs") that Ellucian makes available during the Term. By thirty (30) days after the Effective Date of the 2022 Master Agreement and upon receipt of user account information from TCC, Ellucian will make available to TCC Members the most current and generally available version of the Web-Based Training Programs for Ellucian Baseline Software. Access to the Web-Based Training Programs is limited to only the individuals granted accounts. Sharing of account information with other TCC Member staff members will be cause for termination of access to the Web-Based Training Programs. The course content is made accessible via a portal hosted by Ellucian. Ellucian will make available to TCC Members each new version of the Web-Based Training Programs that Ellucian makes available during the Term. Each such new version of the Web-Based Training Programs will be made available via the website as soon as reasonably practicable after the same become generally available to Ellucian customers in each instance. The license granted with respect to use of and access to On-Demand Training provides for 1,000 named users to be allocated among the TCC Members.

(b) Limitations on Usage. TCC Members will only have the right to use the Web-Based Training Programs in connection with its license to use the corresponding Software as licensed by Ellucian, and TCC Members' right to use the Web-Based Training Programs will be subject to and limited by the licensing terms of the 2022 Master Agreement. All Web-Based Training Programs are owned by and constitute copyrighted and Confidential Information of Ellucian. TCC Members are prohibited from distributing or otherwise making any Web-Based Training Programs available beyond the scope specified in this Attachment G1. TCC Members are expressly prohibited from placing or otherwise making any Web-Based Training Programs, in whole or in part, available from or on any website, including any website maintained, operated, or authorized by a TCC Member.

2. FEES

The fees and terms of payment specified in Exhibit 1 to this Attachment G1 include payment for use of and access to Ellucian's Web-Based Training Programs as set forth above.

EXHIBIT 1 TO ATTACHMENT G1 TO EXHIBIT G

The pricing stated in this Exhibit 1 to Attachment G1 to Exhibit G shall be effective only during the periods specified in the FTA and On-Demand Training Tables below, and nothing herein shall reduce or otherwise change TCC's pre-existing payment obligations under Exhibit G to the 2016 Master Agreement with respect to (a) fees payable for staffing of the TCC Center through August 31, 2022 or (b) fees payable for On Demand Training (formerly known as On Demand Subscription Library) through August 31, 2022.

Any changes to the staffing levels shall be by mutual written agreement of the parties. Ellucian will work cooperatively with the TCC to make modifications to the TCC Center that are necessary to support operational effectiveness and available funds.

FTA TABLE (applicable only during the period September 1, 2022 through August 31, 2027):

Aggregate US-Based and Off-Shore FTA Resources [1,2]		
Period Covered by Fee	**Fee**	**Due Date**
September 2022 – November 2022	$655,250	September 1, 2022
December 2022 – February 2023	$655,250	December 1, 2022
March 2023 – May 2023	$655,250	March 1, 2023
June 2023 – August 2023	$655,250	June 1, 2023
September 2023 – November 2023	$668,355	September 1, 2023
December 2023 – February 2024	$668,355	December 1, 2023
March 2024 – May 2024	$668,355	March 1, 2024
June 2024 – August 2024	$668,355	June 1, 2024
September 2024 – November 2024	$681,722	September 1, 2024
December 2024 – February 2025	$681,722	December 1, 2024
March 2025 – May 2025	$681,722	March 1, 2025
June 2025 – August 2025	$681,722	June 1, 2025
September 2025 – November 2025	$695,357	September 1, 2025
December 2025 – February 2026	$695,357	December 1, 2025
March 2026 – May 2026	$695,357	March 1, 2026
June 2026 – August 2026	$695,357	June 1, 2026
September 2026 – November 2026	$709,263	September 1, 2026
December 2026 – February 2027	$709,263	December 1, 2026
March 2027 – May 2027	$709,263	March 1, 2027
June 2027 – August 2027	$709,263	June 1, 2027
TOTAL [2]	**$13,639,788**	-

ON DEMAND TRAINING TABLE (applicable during the period September 1, 2022 through August 31, 2027):

On Demand Training [3]		
Period Covered by Fee	**Fee**	**Due Date**
September 2022 – August 2023	$35,000	September 1, 2022
September 2023 – August 2024	$35,700	September 1, 2023
September 2024 – August 2025	$36,414	September 1, 2024
September 2025 – August 2026	$37,142	September 1, 2025
September 2026 – August 2027	$37,885	September 1, 2026
TOTAL [3]	**$182,141**	-

Notes:

[1] For the fees specified above, during the period from September 1, 2022 through August 31, 2023, Ellucian will staff the TCC Center with eight (8) US-based FTA and three (3) off-shore based FTA notwithstanding any contrary

description of staffing levels stated in Exhibit G or Attachment G1 to which this Exhibit 1 is attached. The fees identified in this Exhibit 1 to Attachment G1 to Exhibit G with respect to Aggregate US-Based and Off-Shore FTA resources will remain in effect for the number of months referenced in the FTA Table above unless cancelled or adjusted with ninety (90) days written notice.

[2] Expenses incurred by Ellucian in connection with these services are not included within the above quoted fee and shall be reimbursed by Contract Administrator pursuant to the terms and conditions of the Exhibit G of the 2022 Master Agreement as applicable.

[3] The fees identified in the On Demand Training Table cover the On Demand Training fees payable (with licensing for up to 1,000 named users to be managed by TCC across the TCC Member base) for the period beginning September 1, 2022 and ending August 31, 2027 notwithstanding any contrary named user quantity described in Attachment G1 to which this Exhibit 1 is attached. See Section 1(a) of Attachment G1.

EXHIBIT H

ORDER FORM TEMPLATES

NOTE – Ellucian will have the right, from time to time and only on a prospective basis, to amend the Order Form Templates contained in this Exhibit H. Ellucian will provide notice and explanation to Contract Administrator for the required changes.

[SAMPLE]

TEXAS CONNECTION CONSORTIUM
ORDER FORM

TAMU-CC Control Number: _____

TCC Member Name:	**«CLIENT_NAME_UPPER»** ("Client" or "the TCC Member")
Underlying Agreement	This Order Form ("Order Form") is issued pursuant to the 2022 Master Software, License, Services and Maintenance Agreement (the "2022 Master Agreement"), as thereafter amended, between: The State of Texas, acting by and through **Texas A&M University Corpus Christi** ("TAMU-CC"), an institution of higher education of the State of Texas, for and on behalf of the Texas Connection Consortium ("TCC"); and **Ellucian Company L.P.** ("Ellucian"). All terms and conditions of the 2022 Master Agreement are applicable to this Order Form.

This Order Form is made by and between **ELLUCIAN COMPANY L.P.** ("Ellucian") and the TCC Member identified above. This Order Form will constitute a separate and independent contract between the parties hereto. Capitalized terms in this Order Form shall have the same meaning given to such terms within the 2022 Master Agreement unless redefined herein.

Licenses granted pursuant to this Order Form (if any) are for Client's internal use only, on Equipment residing within the United States, and are subject to all use restrictions and limitations set forth in the 2022 Master Agreement and this Order Form, including referenced attachments. Ellucian's grant of license(s) to Software may include (as applicable based upon the products identified in the table below) a non-exclusive, non-transferable license to use Software licensed on a perpetual or Term License basis and/or a non-exclusive, non-transferable license to access and use Cloud Software. Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide, in performing its obligations with respect to Software Support Services, Professional Services and/or Managed Cloud Services identified in this Order Form. Where a number of hours is specified within this Order Form for Ellucian's delivery of Professional Services on a time and materials basis, the associated fees shown herein represent a good faith estimate based on the information available to Ellucian as of the Execution Date; the total fees payable for Professional Services may vary based on the actual number of hours required to complete the services and the rate that is applicable during the period of Ellucian's delivery of the services.

Software Term (applicable only to Software Support Services, Cloud Software, Software licensed under a Term License, and Managed Cloud Services): The period commencing on the first day of the next month following the Execution Date (the "Beginning Date") and continuing until August 31, 20XX___ (the "Expiration Date") is the "Software Term." Following the Software Term specified herein, unless the parties have negotiated a new agreement or an extension or modification to the terms hereof, Ellucian shall have no obligation to deliver or perform Software Support Services, Cloud Software, Software licensed under a Term License, and Managed Cloud Services, and therefore, Client shall have no prospective (new) liability for payment for same beyond the Expiration Date.

PERPETUAL SOFTWARE •		
Description	**Quantity**	**Fee**
		Included
TOTAL LICENSE FEE:		**TBD**

SOFTWARE SUPPORT SERVICES •†		
Description	**Maintenance Level**	**Fee**
		Included
TOTAL SOFTWARE SUPPORT SERVICE FEE (Initial Contract Year)**:**		**TBD**
TOTAL SOFTWARE SUPPORT SERVICES FEE (Second Contract Year)**:**		**TBD**
TOTAL SOFTWARE SUPPORT SERVICES FEE (Third Contract Year)**:**		**TBD**
TOTAL SOFTWARE SUPPORT SERVICES FEE (Fourth Contract Year)**:**		**TBD**
TOTAL SOFTWARE SUPPORT SERVICES FEE (Fifth Contract Year)**:**		**TBD**
TOTAL SOFTWARE SUPPORT SERVICE FEE (Sixth Contract Year):		**TBD**
TOTAL SOFTWARE SUPPORT SERVICE FEE (Seventh Contract Year):		**TBD**

MODIFICATION MAINTENANCE SERVICES •†	
Description	**Fee**
	Included
TOTAL MODIFICATION MAINTENANCE SERVICE FEE (Initial Contract Year)**:**	**TBD**
TOTAL MODIFICATION MAINTENANCE SERVICE FEE (Second Contract Year)**:**	**TBD**
TOTAL MODIFICATION MAINTENANCE SERVICE FEE (Third Contract Year)**:**	**TBD**
TOTAL MODIFICATION MAINTENANCE SERVICE FEE (Fourth Contract Year)**:**	**TBD**
TOTAL MODIFICATION MAINTENANCE SERVICE FEE (Fifth Contract Year)**:**	**TBD**
TOTAL MODIFICATION MAINTENANCE SERVICE FEE (Sixth Contract Year)**:**	**TBD**
TOTAL MODIFICATION MAINTENANCE SERVICE FEE (Seventh Contract Year)**:**	**TBD**

TERM SOFTWARE & CLOUD SERVICES •†			
Description	**Quantity**	**Product Type**	**Fee**
			Included
TOTAL TERM SOFTWARE FEE (Initial Contract Year)**:**			**TBD**
TOTAL TERM SOFTWARE FEE (Second Contract Year)**:**			**TBD**
TOTAL TERM SOFTWARE FEE (Third Contract Year)**:**			**TBD**
TOTAL TERM SOFTWARE FEE (Fourth Contract Year)**:**			**TBD**
TOTAL TERM SOFTWARE FEE (Fifth Contract Year)**:**			**TBD**
TOTAL TERM SOFTWARE FEE (Sixth Contract Year)**:**			**TBD**
TOTAL TERM SOFTWARE FEE (Seventh Contract Year)**:**			**TBD**

CLOUD SOFTWARE •†		
Description	**Quantity**	**Fee**
		Included
TOTAL CLOUD SOFTWARE FEE (Initial Contract Year)		**TBD**
TOTAL CLOUD SOFTWARE FEE (Second Contract Year):		**TBD**
TOTAL CLOUD SOFTWARE FEE (Third Contract Year):		**TBD**
TOTAL CLOUD SOFTWARE FEE (Fourth Contract Year):		**TBD**
TOTAL CLOUD SOFTWARE FEE (Fifth Contract Year):		**TBD**
TOTAL CLOUD SOFTWARE FEE (Sixth Contract Year):		**TBD**

TOTAL CLOUD SOFTWARE FEE (Seventh Contract Year):	**TBD**

PROFESSIONAL SERVICES •‡			
Description	**Quantity**	**Rate**	**Fee**
			TBD
TOTAL PROFESSIONAL SERVICES FEES:			**TBD**

Notes: (TBD based on Software/Services selected)

• For a description of the product details and applicable terms of service, see the Product Specifications at www.ellucian.com/contracts-and-documentation.

† The "Expiration Date" applicable to the Software Support Services, Modification Maintenance Services, Cloud Software, Software licensed under a Term License, and/or Cloud Services licensed under this Order Form (as identified in the tables above) is August 31, 20XX. ALTERNATIVE LANGUAGE: The "Expiration Date" applicable to the Software Support Services, Modification Maintenance Services, Cloud Software, Software licensed under a Term License, and/or Managed Cloud Services licensed under this Order Form (as identified in the tables above) is the last day of the sixtieth (60th) month following the Beginning Date.

‡ For a description of the terms and conditions applicable to Professional Services, see the Ellucian Professional Services Terms and Conditions at www.ellucian.com/contracts-and-documentation. If the parties have agreed to include a more detailed description of the Professional Services to be performed under this Order Form, a Statement of Work may be attached hereto.

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

- on the Execution Date for license fees for Software licensed on a perpetual basis and for all Professional Services to be performed on a fixed fee basis;
- on an annual basis, in advance of each applicable Contract Year (consisting of twelve (12) consecutive months beginning September 1) during the Software Term for Software Support Services, Modification Maintenance Services, Software licensed under a Term License, Cloud Software, and/or Managed Cloud Services (fees for a partial initial Contract Year will be prorated depending upon the Execution Date); and
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and materials basis as well as for reimbursable travel expenses and other applicable charges in accordance with the terms of the 2022 Master Agreement if Ellucian's performance of Professional Services involves onsite delivery (unless the service rate(s) identified in the Order Form indicate that travel expenses are included).

Payment Terms: [ELLUCIAN CAN DELETE PAYMENT TERMS THAT DO NOT APPLY TO THE ORDER FORM AT ISSUE]

- **Perpetual Software License Fees:** Ellucian will invoice TAMU-CC for the perpetual software license fees. TAMU-CC shall pay each invoice under the 2022 Master Agreement The TCC Member will be invoiced by TAMU-CC for the perpetual software license fee amounts. TCC Member shall pay each invoice to TAMU-CC in accordance with the 2022 Master Agreement.

- **Term Software:** Ellucian will invoice TAMU-CC for the Term License subscription fees. TAMU-CC shall pay each invoice under the 2022 Master Agreement. The TCC Member will be invoiced by TAMU-CC for the annual Term License subscription fee amounts. TCC Member shall pay each invoice to TAMU-CC in accordance with the 2022 Master Agreement.

- **Cloud Software:** Ellucian will invoice TAMU-CC for the subscription fees. TAMU-CC will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be

invoiced by TAMU-CC. The TCC Member shall pay each invoice to TAMU-CC in accordance with the 2022 Master Agreement.

- **Managed Cloud Services:** Ellucian will invoice TAMU-CC for Managed Cloud Services on an annual basis. TAMU-CC will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by TAMU-CC. The TCC Member shall pay each invoice to TAMU-CC in accordance with the 2022 Master Agreement.

- **Modification Maintenance Services:** Ellucian will invoice TAMU-CC for Modification Maintenance Services on an annual basis. TAMU-CC will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by TAMU-CC. The TCC Member shall pay each invoice to TAMU-CC in accordance with the 2022 Master Agreement.

- **Time and Materials Services:** Ellucian will invoice the TCC Member monthly for all Professional Services time and materials on an as-incurred basis monthly in arrears, and payments will be due within thirty (30) days from invoice date. The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement.

- **Expenses and Other Charges:** Travel expenses are additional. As related to Professional Services, Ellucian will invoice the TCC Member monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from invoice date. The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement.

- **Fixed Fee Services:** As related to Professional Services, Ellucian will invoice the TCC Member upon delivery of the fixed fee services listed in the Fixed Fee Services Table (above). The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement. These fixed fee services specifically exclude any responsibility on the part of Ellucian for providing any services other than those services specifically set forth above. Reimbursable expenses (as provided for in the 2022 Master Agreement) will be invoiced on a monthly, as provided/as incurred basis.

- **Software Support Services Including Maintenance:**
  (a) For the Software described in the Software Support Services Table above, Ellucian's obligation to provide Maintenance and Client's obligation to make payment for such Maintenance shall each commence on the first day of the next month following the Execution Date ("Commencement Date") and continue through the Maintenance Expiration Date specified in the Maintenance Table above, inclusive. The Total Base Year Maintenance Fee stated above is the total that would be due from Client for Maintenance fees for the initial full twelve (12) month period; however, Client shall pay a prorated portion of the Total Base Year Maintenance Fee to cover the Maintenance fees due hereunder from the Commencement Date through August 31, «EXPIRATION_YEAR».

  (b) For each subsequent Contract Year through the Expiration Date, Maintenance fees, annual maintenance fee escalations, and Maintenance fee due dates will be in accordance with the terms and conditions to the 2022 Master Agreement.

  (c) Ellucian will invoice TAMU-CC, the Contract Administrator, for the Maintenance fees. TAMU-CC shall pay to Ellucian each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by TAMU-CC for the Maintenance fees. The TCC Member shall pay each invoice to TAMU-CC in accordance with the 2022 Master Agreement.

Publicity. From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products

and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by the Order Form, the terms of the 2022 Master Agreement remain unchanged and in full force and effect; any fees due under the Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the 2022 Master Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

(EXECUTION PAGE FOLLOWS)

ELLUCIAN		**TEXAS A&M UNIVERSITY – CORPUS CHRISTI**	
By:	_____	**By:**	_____
	Authorized Signature		*Authorized Signature*
Name:	_____	**Name:**	_____
	Printed		*Printed*
Title:	_____	**Title:**	Fiscal Agent for the Texas Connection Consortium
Date:	_____	**Date:**	_____

The last date of signature above is the "Execution Date" of this Order Form.
The pricing contained in this Order Form is valid only if the Execution Date occurs on or before DATE TBD.

CONFIRMATION OF ORDER FORM: By signing below, TCC Member hereby directs Texas A&M University-Corpus Christi to enter this order to Ellucian. TCC Member is responsible for making all payment as requested by Texas A&M University-Corpus Christi in a timely manner in accordance with this Order Form and to otherwise comply with the 2022 Master Agreement and the Interagency Agreement between Texas A&M University-Corpus Christi and TCC Member.

TCC MEMBER
NAME OF INSTITUTION: «CLIENT_NAME_UPPER»

For TCC Member Use: Purchase Order Reference Number (if applicable): _____

By: _____
Authorized Signature

Name: _____
Printed

Title: _____

Date: _____

Client's Billing Contact Information appears below.

Client Billing Contact Information:

Name: _____

Address: _____

City, State, Zip: _____

Email Address: _____

PO# (if applicable) _____

Client Cloud Software Provisioning Contact Information:

Name: _____

Title: _____

Email Address: _____

T0006 TCC
Professional Services

T0006 TCC
Managed Services - A

TEXAS CONNECTION CONSORTIUM
PROFESSIONAL SERVICES ORDER FORM

ELLUCIAN COMPANY L.P. ("Ellucian")

2003 Edmund Halley Drive, Suite 500, Reston, VA 20191

and

TCC MEMBER (hereafter, the "Client")

Account Name	Account Number
Billing Address	Close Date
	Opportunity Number
	Contract Administrator

Underlying Agreement: This Professional Services Order Form ("Order Form") is issued pursuant to the 2022 Master Software, License, Services and Maintenance Agreement (as thereafter amended) between: The State of Texas, acting by and through Texas A&M University Corpus Christi ("TAMUCC") and the TCC Members; and Ellucian. All terms and conditions of the 2022 Master Agreement, as amended, are applicable to this Order Form.

Professional Services:

Ellucian agrees to provide to Client the Professional Services identified in the Professional Services Table below for the fees set forth therein and on the terms and conditions set forth in the 2022 Master Agreement. In performing the Professional Services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide. Professional Services provided as time and materials services are not "fixed fee" or "not to exceed" services, but rather time and materials services for which Client will pay Ellucian for services rendered at the hourly rate provided for in the Professional Services Table below, and Ellucian will provide up to the estimated hours shown in the Professional Services Table during the period specified therein. Professional Services provided as fixed fee services specifically exclude any responsibility on the part of Ellucian for providing any services other than those services specifically set forth herein and in any Statement of Work or Scope of Services document attached hereto (if any).

Professional Services Table: (See notes 1 – 4 below)

Product	Quantity	Net Unit Price	Total Sales Price

Total Fee

Total Price USD

Notes to Professional Services Table:

1 If the parties have agreed upon a Statement of Work or Scope of Services document describing the professional services to be provided under this Order Form, it will be incorporated into this this Order Form if attached below.

2 Hourly rates and Professional Services specified in this table will be held in place for this project for a period beginning on the Execution Date and ending eighteen (18) months later. Requests for any Professional Services beyond the eighteen (18) month period will need to be negotiated under separate order form and signed by both parties. Client must schedule delivery of Fixed Fee services within one year of the Execution Date or else additional charges may apply.

3 Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as

applicable.

4 Where a number of hours is specified in the table with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Ellucian at the time of execution of this Agreement. The total amount that Client will pay for these services will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during that year in which the services are rendered.

Payment Terms - Generally: All payments under this Order Form shall be made in accordance with Chapter 2251 of the Texas Government Code.

Payment Terms - Time and Materials Services: If applicable, based upon the specific services offered under this Order Form, Ellucian will invoice Client monthly for all Professional Services billed on a time and materials basis as-incurred, monthly in arrears, and Client's payment to Ellucian will be due within thirty (30) days from the date(s) of such invoice(s).

Payment Terms – Fixed Fee Services: If applicable, based upon the specific services offered under this Order Form, Ellucian will invoice Client upon delivery of the fixed fee services listed in the Professional Services Table, and Client's payment to Ellucian shall be due within thirty (30) days from the date(s) of such invoice(s). Reimbursable expenses (as provided for in the 2022 Master Agreement) will be invoiced on a monthly, as provided/as incurred basis.

Payment Terms - Expenses and Other Charges: If applicable, based upon the specific services offered under this Order Form, travel and living expenses would be additional unless services are otherwise expressly identified above as billed at a travel-inclusive rate. When applicable, Ellucian will separately invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and Client's payments to Ellucian will be due within thirty (30) days from the date(s) of such invoice(s).

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.

By the execution of this Order Form, each party represents and warrants that it is bound by the signature of its respective signatory. The terms of the 2022 Master Agreement remain unchanged and in full force and effect; in the event of any conflict between the terms of the 2022 Master Agreement and the terms of this Order Form, the terms of the 2022 Master Agreement will take precedence and control. 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 2022 Master Agreement. In executing this Order Form, Client has not relied on the availability of either any future version of any software or any future software product.

ELLUCIAN	**TCC MEMBER**
SG11 - Ellucian Company, L.P.	Sample Text
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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

Client Billing Contact Information

Name: _____

Address: _____

City, State ZIP: _____

Email Address: _____

PO# (if applicable): _____

TEXAS CONNECTION CONSORTIUM
MANAGED SERVICES ORDER FORM - ADVISORY SERVICES

ELLUCIAN COMPANY L.P. ("Ellucian")

2003 Edmund Halley Drive, Suite 500, Reston, VA 20191

and

TCC MEMBER (hereafter, the "Client")

Account Name

Billing Address

Account Number

Close Date

Opportunity Number

Contract Administrator

Underlying Agreement: This Professional Services Order Form ("Order Form") is issued pursuant to the 2022 Master Software, License, Services and Maintenance Agreement (as thereafter amended) between: The State of Texas, acting by and through Texas A&M University Corpus Christi ("TAMUCC") and the TCC Members; and Ellucian. All terms and conditions of the 2022 Master Agreement, as amended, are applicable to this Order Form.

Professional Services Order Form – Advisory Services:

Ellucian agrees to provide to Client the Professional Services identified in the Managed Services Table below (collectively, the "Managed Services"), as described in the Statement of Work section beneath the parties' respective signatures, for the fees set forth herein and on the terms and conditions set forth in the 2022 Master Agreement, as modified by this Order Form. The Managed Services provided under this Order Form are limited in both time and scope as outlined in the Statement of Work. Fees payable under this Order Form ae in addition to any fees due under separate written agreement(s) or order form(s) between the parties. In performing the Professional Services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

Managed Services Table:

Product	Quantity	Net Unit Price	Total Sales Price

Total Fee

Total Price

Notes to Managed Services Table:

1 The fee specified in the Managed Services Table covers a "Managed Services Term" that will begin on the "Commencement Date" (defined as the first day of the next month following the Execution Date of this Order Form) and will end on the "Expiration Date" (defined as the last day of the twelfth (12th) full, consecutive month following the Commencement Date). As used in this Order Form, the term "Contract Year" means a period of twelve (12) consecutive months beginning on the Commencement Date and/or each anniversary thereof during the Managed Services Term.

2 For a description of the specific scope of work to be provided by Ellucian under this Order Form, see the Statement of Work below. For the avoidance of doubt, whereas the Statement of Work may describe separate Advisory Services available from Ellucian, Ellucian's obligation under this Order Form is to provide only such Advisory Services as are identified within the Managed Services Table above.

Following the Expiration Date specified herein, the terms of this Order Form will renew automatically for consecutive Contract Year(s) (each one of which is deemed a "Renewal Term Year") unless either party shall have notified the other in writing of the party's intent not to renew the Managed Services following the Expiration Date, which written notification, in order to be of any force or effect, must be delivered to the receiving party at least ninety (90) days before either (a) the Expiration Date or (b) the last day of a particular Renewal Term Year (if such election not to renew shall occur after the Expiration Date). In the absence of an effective notice as provided in the preceding sentence, Ellucian shall continue to provide (and Client shall continue to pay for) Managed Services on a Renewal Term Year-by-Renewal Term Year basis that renews automatically until cancelled as provided herein. Fees for Managed Services for each Renewal Term Year subsequent to the Expiration Date will be specified by Ellucian in an annual invoice and may increase by not more than 3% over the amount payable for such Managed Services for the immediately preceding Contract Year or Renewal Term Year.

Payment Terms – Managed Services Fee: With respect to the Managed Services to be provided pursuant to this Order Form during the Managed Services Term, Ellucian will invoice Client for the Total Price specified in the Managed Services Table on the Execution Date, and Client's payment of the Total Price shall be due thirty (30) days from the date of Ellucian's invoice.

By the execution of this Order Form, each party represents and warrants that it is bound by the signature of its respective signatory. The terms of the 2022 Master Agreement remain unchanged and in full force and effect; in the event of any conflict between the terms of the 2022 Master Agreement and the terms of this Order Form, the terms of the 2022 Master Agreement will take precedence and control. 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 2022 Master Agreement. In executing this Order Form, Client has not relied on the availability of either any future version of any software or any future software product.

ELLUCIAN	**TCC MEMBER**
Software Business Unit SG11 - Ellucian Company, L.P.	Account Name Sample Text
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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

Client Billing Contact Information

Name: _____

Address: _____

City, State ZIP: _____

Email Address: _____

PO# (if applicable): _____

STATEMENT OF WORK (ADVISORY SERVICES)

PURPOSE OF STATEMENT OF WORK

This Statement of Work ("SOW") details the Services (the "Services") to be delivered by Ellucian. The Client and Ellucian each have tasks, responsibilities and deliverables that are required in order to facilitate and enable the effective delivery of the Services. The actual committed responsibilities for Ellucian and Client are set out in the specific description of responsibilities below.

Ellucian will designate a Solution Advisor for each separate Advisory Service that Client has under contract pursuant to this Order Form to perform the activities defined in this SOW. The Services Areas of Expertise section below describes separate Ellucian software solutions and representative Solution Advisor areas of expertise corresponding to multiple Advisory Services available from Ellucian; however, Client has purchased only the Advisory Service(s) that are identified in the Managed Services Table of the Order Form to which this Attachment A is attached (the "Order Form"). Accordingly, Ellucian's obligation is provide only the Advisory Service(s) that are identified in the Managed Services Table of the Order Form notwithstanding the broader description of all Advisory Services within this SOW.

The parties acknowledge that Ellucian's delivery of the Managed Services under the Order Form will require planning and preparation in advance of active consultation between Ellucian and Client (to assign personnel, schedule a kick-off call with Client, and prepare content for delivery of Advisory Services). Ellucian requires a minimum of ten (10) business days following the Execution Date to ramp up such planning and preparation (the "Preparatory Work"), which Preparatory Work will be commenced by Ellucian after the Execution Date. Depending upon the specific Commencement Date applicable under the Order Form, the Preparatory Work may prevent active consultation for the initial two weeks of the Managed Services Term; however, no credit or reduction of fees will be provided to Client and no extension of the Managed Services Term will apply in the event of overlap between the Preparatory Work and the Managed Services Term.

SCOPE OF SERVICES – ELLUCIAN SOFTWARE SOLUTION ADVISORY SERVICES

The terms of this section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply only with respect to Managed Services under contract between the parties. Ellucian offers Advisory Services for the separate Ellucian Software Solutions identified below upon payment of separate fees as to each such Advisory Service (to the extent Client has purchased a subset of these, Ellucian will provide Advisory Services only for the subset under contract):

- Managed Services - Banner Student Advisory Services
- Managed Services - Banner Financial Aid Advisory Services
- Managed Services - Banner Finance Advisory Services
- Managed Services - Banner Human Resources Advisory Services
- Managed Services - Banner Technical Advisory Services
- Managed Services - Ellucian CRM Recruit Advisory Services
- Managed Services - Ellucian Elevate Advisory Services
- Managed Services - Ellucian CRM Advise Advisory Services
- Managed Services - Ellucian CRM Advance Advisory Services

Proactive Guidance and Support
During the Managed Services Term, Ellucian will:

- Work with Client to gain an understanding of their goals, priorities, processes, and challenges related to the supported software solutions
- Hold a regular conference call up to once a week with Client's points of contact
- Will be reasonably accessible by telephone and/or email during Normal Business Hours
- Will review and discuss the "resolution summary" on closed support cases to facilitate root cause analysis in order to mitigate similar future issues
- Provide guidance and assist with planning of upgrades and changes
- Make recommendations on the configuration and use of new functionality

Insight and Planning
During the Managed Services Term, Ellucian will:

- Discuss the implications of applicable Ellucian product information such as roadmaps and product announcements as requested by Client
- Provide information and guidance regarding newly created Change Request Defects, Change Request Enhancements, and Ellucian Support Center Knowledge Articles as requested by Client

Differentiated Support Service
During the Managed Services Term, Ellucian will:

- Provide Client with a point of contact to escalate, manage, and coordinate their support issues
- Review and discuss open support cases
- Make reasonable efforts to provide timely responses to support cases and to accelerate "time to resolution" as requested by the Client
- Make reasonable attempts to provide prompt and direct communication about Ellucian product critical issues that impact Client's environment

Annual On-Site Visit
Each Managed Service under contract includes a single onsite visit (once per Contract Year) between Client's point(s) of contact and designated Ellucian personnel, which may include the Solution Advisor. The fee paid by Client for Managed Services for each Contract Year include the travel and living expenses associated with such onsite visit, and Client will not be billed separately for travel and living expenses. Ellucian will:

- Work with Client to schedule the annual on-site visit for a mutually agreeable date

- Visit on-site one time per Contact Year to work with Client, review the current state of the Ellucian software solution and current Client goals and priorities, and update the Support and Success Plan.

Deliverables
On an annual basis, the Solution Advisor will provide these deliverables:

- Support and Success Plan - captures Client's goals and objectives for 12 months and how the Advisory Services will align to support those goals and objectives;
- Solution Review - reviews the current solution implementation, captures key configurations, and identifies opportunities to improve the effectiveness, efficiency, or reliability of Client's solution implementation.

SCOPE OF SERVICES – GRANT ADVISORY SERVICES

The terms of this section entitled Scope of Services – Grant Advisory Services will apply only if Client has contracted with Ellucian to provide Grant Advisory Services.

Proactive Guidance and Support
During the Managed Services Term, Ellucian will:

- Work with Client to gain an understanding of their goals, priorities, processes, and challenges related to grant development and management
- Hold a regular conference call up to once a week with Client's points of contact
- Be reasonably accessible by telephone and/or email during Normal Business Hours
- Provide guidance on select grant strategy

Insight and Planning
During the Managed Services Term, Ellucian will:

- Discuss the capacity and financial implications of grant applications on institution
- Provide information and guidance regarding pre and post-award grant activity

Differentiated Support Service
During the Managed Services Term, Ellucian will:

- Provide Client with an Ellucian point of contact to provide expertise on grant development and management activities and/or questions
- Make reasonable efforts to provide timely responses to provide interpretation of application guidelines
- Make reasonable attempts to provide prompt and direct communication about interpretation of requests from funders related to compliance or reporting
- Provide Ad hoc funding opportunity alerts for new programs or larger scale programs of interest to higher education
- Review of grant award notices for interpretation of funder requirements

Annual Onsite Visit
Grant Advisory Services include a single onsite visit (once per Contract Year) between Client's point(s) of contact and designated Ellucian personnel, which may include the Solution Advisor. The fee paid by Client for Grant Advisory Services for each Contract Year include the travel and living expenses associated with such onsite visit, and Client will not be billed separately for travel and living expenses. Ellucian will:

- Work with Client to schedule the annual onsite visit for a mutually agreeable date
- Visit onsite one time per contact year to work with Client and review the current Client goals and priorities

Deliverables
On an annual basis the Solution Advisor will provide these deliverables:

- Develop and share Support and Success Plan - captures Client's goals and objectives for 12 months and how the Services will align to support those goals and objectives
- Deliver quarterly grants newsletter

SERVICES AREAS OF EXPERTISE

Managed Services - Banner Student Advisory Services

- Corresponding Ellucian software solution: Banner Student
- Representative Solution Advisor expertise: admissions recruitment relationships; recruiting prospective applicants; undergraduate applicants, relationships, and communication; graduate and professional applicants, relationships and communication; non-degree and continuing education students, relationships and communication; programs and curriculum; class scheduling; student registration; grades and academic standing; advising and withdrawals; auditing and awarding degrees; learning support.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Banner Financial Aid Advisory Services

- Corresponding Ellucian software solution: Banner Financial Aid
- Representative Solution Advisor expertise: financial aid applications; packaging and disbursement; managing funds; student employment and federal/institutional work study; processing loans; satisfactory academic progress.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Banner Finance Advisory Services

- Corresponding Ellucian software solution: Banner Finance
- Representative Solution Advisor expertise: managing external interfaces into banner finance; purchasing goods and services; accounts payable; fixed assets; managing the chart of accounts and journal entries; developing the annual budget; sponsor programs (pre and post award); endowments; non-student accounts receivable; travel and expense.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Banner Human Resources Advisory Services

- Corresponding Ellucian software solution: Banner Human Resources
- Representative Solution Advisor expertise: processing new hires and faculty contracts; position control; employee records; benefits administration; processing payroll; employee leaves; employee separations.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Banner Technical Advisory Services

- Corresponding Ellucian software solutions: Banner Student, Banner Financial Aid, Banner Human Resources, Banner Finance, Banner General
- Representative Solution Advisor expertise: Banner product technical configuration; Banner product upgrades; Oracle RDBMS 11g and 12c administration; Ellucian Solution Manager (ESM); Banner Enterprise Identity Services (BEIS); Single Sign-On (SSO) configuration and support; application server (TomCat, WebLogic) administration.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Ellucian CRM Recruit Advisory Services

- Corresponding Ellucian software solution: CRM Recruit
- Representative Solution Advisor expertise: Student application form development, student application processing, application decision management, prospect marketing strategies, recruitment period roll-over, data import development and configuration, event and trip management, communication management, solution upgrade process, integration configuration, Constituency Experience (CX) configuration and maintenance, security administration
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Ellucian Elevate Advisory Services

- Corresponding Ellucian software solution: Ellucian Elevate
- Representative Solution Advisor expertise: workforce development, non-degree and continuing education program management, relationships and communication with and about non-degree seeking students; programs and curriculum focused on workforce needs, certifications and continuing education; class scheduling; student registration; payments and refunds; registration and refund schedule; certificate completion and grades; advising and withdrawals; auditing and awarding certificates; learning support.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Ellucian CRM Advise Advisory Services

- Corresponding Ellucian software solution: CRM Advise
- Representative Solution Advisor expertise: student success score development, predictive and early-warning retention alert strategies, LMS integration and data utilization, retention and student services communication planning, event and case management, data import development and configuration, solution upgrade process, integration configuration, Faculty and Student Constituency Experience (CX) configuration and maintenance, security configuration.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Ellucian CRM Advance Advisory Services

- Corresponding Ellucian software solution: CRM Advance
- Representative Solution Advisor expertise: prospect management, constituent and contribution data management, stewardship and gift society configuration, membership program support, event tracking, communication management, data import development, configuration, solution upgrade process, integration configuration, Constituency Experience (CX) configuration and maintenance, security administration.
- The terms of the section entitled Scope of Services – Ellucian Software Solution Advisory Services will apply (if Client has contracted for this Advisory Services)

Managed Services - Grant Advisory Services

- Corresponding Ellucian software solution: None
- Representative Solution Advisor expertise: grants development and management policies and processes, identification of institutional grants priorities, identification of funding opportunities, grant project planning, developing federal, state, and foundation grant applications, post-award compliance management.
- The terms of the section entitled Scope of Services – Grant Advisory Services will apply (if Client has contracted for Grant Advisory Services)

CLIENT SPECIFIC RESPONSIBILITIES

Throughout the Managed Services Term defined in the Order Form, Client must:

- be and remain current on payment of software support services fees for the Ellucian software solutions that correspond to the particular Advisory Service(s) under contract (as identified within the Services Areas of Expertise section below); in the event that Client drops software support services for the applicable solution(s), such termination or expiration of software support services will not operate to terminate the Managed Services Term or otherwise limit, reduce, terminate, or affect Client's payment obligations under the Order Form;
- designate up to 4 points of contact for each Managed Service under contract;
- cooperate with Ellucian in providing timely and relevant information as requested by Ellucian;
- work with Ellucian to schedule the onsite visit (once per Contract Year) at a mutually agreeable time; and
- participate in the annual on-site visit.

SERVICES ASSUMPTIONS

- Managed Services are provided during Normal Business Hours (defined as 8:30 a.m. to 5:00 p.m. in a single time zone as mutually agreed to by Client and Ellucian). Normal Business Hours exclude all Ellucian documented holidays, scheduled vacation, planned or unplanned sick time, and other approved absences from Ellucian.
- In the event that the designated Solution Advisor is out of the office for an extended period due to vacation or illness, Ellucian will provide an alternate point of contact.
- In the event of an Ellucian-initiated change in a Solution Advisor, Ellucian will consult with Client to integrate a replacement Solution Advisor quickly and appropriately into the services process.
- Client is advised that with respect to the onsite visit by Ellucian, an onsite visit may require up to 8 hours for travel in each direction, resulting in no more than twenty-four (24) hours/week for onsite services.

Other Professional Services- and Managed Cloud Services-related order forms (e.g., Services Flex Package, Services Flex Plus Package, and Advisory Services order forms) may be agreed upon between Ellucian and the applicable TCC Member(s) – TCC is not a required signatory to such order forms unless it is the purchaser of such services. Nothing contained herein shall prevent introduction of additional Professional Services-related order forms from being utilized provided that such order forms expressly incorporate and do not deviate substantively from the terms of the 2022 Master Agreement.

EXHIBIT I

HUB SUBCONTRACTING PLAN



TCC 2022 Master
Agreement HUB Sub

Rev. 2/17

HUB Subcontracting Plan (HSP)

QUICK CHECKLIST FY22

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

1. If you will be awarding <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> Texas certified HUB vendors, complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

2. If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a <u>*continuous contract*</u>* in place for more than five (5) years <u>*meets or exceeds*</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

3. If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a <u>*continuous contract*</u>* in place for more than five (5) years <u>*does not meet or exceed*</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

4. If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☐ Section 3 - Self Performing Justification
- ☐ Section 4 - Affirmation

<u>Continuous Contract</u>: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Rev. 2/17

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

Texas A&M University - Corpus Christi (TAMUCC) established Agency Specific HUB Goals (FY2022):

- 13.70% for all building construction, including general contractors and operative builders' contracts
- 14.77% for all special trade construction contracts
- 11.50% for professional services contracts
- 10.88% for all other services contracts
- 23.76% for commodities contracts

Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment (invoice) or monthly as a condition of payment.

If any modifications to the HSP are required during the contracted term, the respondent must seek approval from the TAMUCC HUB Office prior to making any modifications to its HSP.

Respondents who intend to Self-Perform all of their work shall submit an HSP for Self Performance HUB Subcontracting Plan (HSP) (See Option Four on the HSP Quick Check List).

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ **- Yes** ☐ **- No**

c. Requisition #: _____ Bid Open Date: _____ **(mm/dd/yyyy)**

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If ***No***, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - ***No*** (If ***No***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

****Continuous Contract**: *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION **(If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)** If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "**No**" **SECTION 2, Items c and d,** you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ **Description:** _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ **Description:** _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, continue to SECTION B-4.)

☐ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a**, **b**, **c** and **d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers,)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ **Description:** _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Emplioyer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____ **State of Texas VID #:** _____

Point-of-Contact: _____ **Phone #:** _____

E-mail Address: _____ **Fax #:** _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ **Phone #:** _____

Requisition #: _____ **Bid Open Date:** _____ (mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ (Central Time) **on** _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

EXHIBIT J

NOTE – Ellucian will have the right, from time to time to amend the Restricted Use and Non-Disclosure Agreement upon notice to TCC.

[Form] Non-Disclosure Agreement

RESTRICTED USE AND NON-DISCLOSURE AGREEMENT

_____ a_____corporation, with its primary place of business at _____("Consultant"), in consideration of obtaining access to the Confidential Information for the Permitted Purpose, agrees as follows:

1. Background.

_____(insert either (i) TCC Member or (ii) TAMU-CC (acting in its capacity as Contract Administrator) hereinafter referred to as "Client") and Ellucian Company L.P. and/or a company controlled by, controlling and/or under common control with Ellucian Company L.P. ("Ellucian") are parties to the Client License Agreement (as that term is also defined below), pursuant to which Client was granted a license to use the Licensed Software (as that term is defined below) pursuant to the terms, conditions and limitations of Client License Agreement (as that term is also defined below). Client, pursuant to such written agreement as will be entered into by Client and Consultant (the "Consulting Agreement"), desires to engage the services of Consultant, and such engagement will necessitate that Consultant have access to Client's instance of the Licensed Software. The terms of the Client License Agreement require that third parties having access to the Licensed Software for such purposes must, *inter alia*, first execute an Ellucian approved restricted use and non-disclosure agreement. Accordingly, as a condition to Consultant's access to or use of the Licensed Software for the "Permitted Purpose" (as that term is defined below), Consultant is executing and agrees to be bound by the terms, conditions and limitations of this Restricted Use and Non-Disclosure Agreement (this "Agreement").

2. Definitions.

(a) "Licensed Software" means the source code and object code for the computer programs and computer coded instructions (including all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing) licensed for use by Client pursuant to the terms of the 2022 Master Software License, Services and Maintenance Agreement made by and between the State of Texas, acting by and through **Texas A&M University Corpus Christi** ("TAMU-CC"), an institution of higher education of the State of Texas, for and on behalf of the Texas Connection Consortium ("TCC") and Ellucian Company L.P., as amended to date and as may be further amended from time to time (the "Client License Agreement").

(b) "Confidential Information" means commercially valuable, non-public information of Ellucian that is disclosed to or otherwise received by Consultant in any manner and/or by any media, whether oral, visual or in tangible form (including, without limitation, documents, devices and computer readable media) and any and all copies thereof, including, without limitation the terms and conditions of the Client License Agreement; and the Licensed Software, including without limitation all copies of source code (if provided by Ellucian as specified in the Client License Agreement), object code and all related specifications, Documentation, technical information, project management methodologies, and training materials, and all corrections, modifications, additions, improvements and enhancements to and all intellectual property rights for the Licensed Software.

(c) "Permitted Purpose" means the right of Consultant to access the Licensed Software and the Confidential Information during the term of the Consulting Agreement, but only for the following limited purpose (the "Limited Purpose") and for no other purpose whatsoever:

[insert limited purpose description here, or reference an attachment containing such limited purpose description]

Any work effort and/or any work product resulting from the Permitted Purpose engagement are referred to collectively and individually as the "Engagement Deliverables." Consultant hereby acknowledges and agrees that, without limitation, the Permitted Purpose expressly does not include the right of Consultant to create or otherwise provide the Engagement Deliverables to any person or entity, including any other licensee of the Licensed Software, other than Client.

3. Acknowledgment. Consultant acknowledges and understands that the Confidential Information, including without limitation the Licensed Software, is of great value to Ellucian, the development of which has involved the expenditure of substantial amounts of money and the use of skilled development experts over a period of time. Consultant further acknowledges and understands that the Licensed Software and/or any other Confidential Information of Ellucian are being disclosed to Consultant on a strictly confidential basis to be used only for the Permitted Purpose, and for use only in strict accordance with the terms, conditions and limitations of this Agreement and the Client License Agreement.

4. Restrictions on Use of the Confidential Information and Licensed Software. Access to the Confidential Information will be restricted to those of Consultant's personnel with a genuine "need to know" who are engaged for the Permitted Purpose. Both before and after termination of the Client License Agreement for any reason, Consultant will refrain from permitting any other person, firm, corporation, organization, or entity to have access to or have use of, directly or indirectly, all or any part of the Confidential Information, including without limitation the Licensed Software. Consultant will maintain the Confidential Information in strict confidence and will not disclose any Confidential Information in any manner to any other person, firm, corporation, organization, or entity. Consultant will not use, copy, duplicate, recreate, or reverse engineer all or any part of the Confidential Information, including without limitation any component of the Licensed Software, for any purpose other than the Permitted Purpose, and only in strict accordance with the terms, conditions and limitations of this Agreement and the Client License Agreement. Further, and without limitation, Consultant acknowledges and agrees that, notwithstanding whether Consultant or any other person or entity is the creator thereof, Ellucian will exclusively own any and all right, title and interest in and to any and all derivative works of the Licensed Software ("Derivative Works," as such term is defined under United States copyright law), in whole and/or in part, and Consultant hereby assigns to Ellucian its entire right, title and interest thereto for the United States and all foreign countries without further compensation. Consultant agrees to execute such documents and other materials as may be reasonably requested by Ellucian to obtain protection for such Derivative Works and to perfect exclusive title thereto in Ellucian, all at the sole expense of Ellucian. Consultant will ensure that all employees of Consultant who are providing the services in connection with the Permitted Purpose will be apprised of and will comply with this Agreement.

5. Exceptions To Confidential Information. Confidential Information will not include any information that Consultant can demonstrate:

(a) was rightfully in Consultant's possession without confidentiality restriction prior to disclosure by Ellucian hereunder;

(b) was generally known or becomes so generally known or otherwise enters the public domain without violation of this Agreement;

(c) has come into the possession of Consultant without confidentiality restrictions from a third party who is under no obligation to Ellucian to maintain the confidentiality of such information;

(d) is independently developed by the Consultant without use of or access or reference to such Confidential Information;

(e) is regularly disclosed to third parties without restriction on disclosure by Ellucian; or

(f) is required to be disclosed by law after providing Ellucian with adequate prior notice and the opportunity to challenge such disclosure.

If a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects of such Confidential Information will remain subject to all of the provisions of this Agreement.

6. Export Restrictions; Obligation To Prevent Access To/By Certain Persons. Consultant will not itself export and will not allow any export of the Confidential Information, including without limitation any portion of the Licensed Software, in whole or in part, outside of the United States of America, in any manner or by any means. Consultant is prohibited from allowing any individual identified on the then-current "Denied Persons List" maintained by the U.S. Department of Commerce, Bureau of Industry and Security (or any successor entity or agency thereto), or who is a member, principal, affiliate or having any other connection with any group, association or other entity or collection whatsoever identified in the then-current Entity List contained, as of January 1, 2005, in the US Export Administration Regulations, 15 CFR Part 774 et seq. (or any successor thereto) to have any access whatsoever to any of the Confidential Information, including without limitation any portion of the Licensed Software, in whole or in part. Without limiting the foregoing, Consultant agrees at all times to use diligent, good faith efforts, to establish written policies and procedures and to employ such other generally accepted commercial practices as are necessary to comply at all times with the requirements and restrictions set forth herein. Further, and without limitation, Consultant agrees to provide Ellucian with such access to Consultant personnel, facilities and documentation at such times as Ellucian may reasonably request to audit Consultant's compliance with the requirements and restrictions set forth herein.

7. Legal Process. In the event Consultant receives a subpoena or other validly issued administrative or judicial process demanding all or any part of the Confidential Information, Consultant will promptly notify Ellucian and tender to it the defense of such demand. Unless the demand will have been timely limited, quashed or extended, Consultant will thereafter be entitled to comply with such demand to the extent permitted by law. If requested Ellucian, Consultant will cooperate (at the expense of Ellucian) in the defense of a demand.

8. Return of Confidential Information. All Confidential Information made available hereunder, including copies thereof, will be returned to Ellucian upon the first to occur of (a) completion of the Permitted Purpose or (b) at the request of Ellucian.

9. Proprietary Legends. Consultant will not remove any proprietary rights legend from, and will, upon Ellucian's reasonable request, add any proprietary rights legend to, materials disclosing or embodying Confidential Information.

10. **DISCLAIMER OF WARRANTIES LIMIT OF LIABILITY. ALL CONFIDENTIAL INFORMATION, INCLUDING ANY IMPROVEMENTS, IS DISCLOSED OR OTHERWISE MADE AVAILABLE TO CONSULTANT ON AN "AS IS" BASIS. ELLUCIAN MAKES NO WARRANTIES REGARDING THE ACCURACY OF THE CONFIDENTIAL INFORMATION. ELLUCIAN HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.**

ELLUCIAN WILL HAVE NO LIABILITY TO CLIENT OR CONSULTANT FOR ANY CLAIMS BY EITHER OF THEM ARISING OUT OF OR RELATING TO THIS AGREEMENT. WITHOUT LIMITING THE ABOVE, IN NO EVENT WILL ELLUCIAN BE LIABLE FOR ANY DAMAGES CAUSED BY THE FAILURE OF CONSULTANT, CLIENT OR THEIR RESPECTIVE AFFILIATES OR SUPPLIERS TO PERFORM ANY OF THEIR RESPONSIBILITIES IN CONNECTION WITH THE CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT.

11. Term of Confidentiality Obligations. Except as expressly permitted herein, in each instance, for a period

of ten (10) years following the date that Ellucian first discloses an item of Confidential Information to Consultant, but in any event, for all of perpetuity with regard to the Licensed Software and any part of the Confidential Information which at such time Ellucian treats as a trade secret of Ellucian (the "Non-Disclosure Period"), Consultant will maintain in confidence and not disclose Confidential Information.

12. No License Granted By This Agreement. Other than the limited right of use for the Permitted Purpose that Ellucian has hereby granted to Consultant herein, Ellucian grants no license to Consultant under any copyrights, patents, trademarks, trade secrets or other proprietary rights to use or reproduce Confidential Information. Without limiting the foregoing, nothing in this Agreement will be deemed to limit in any manner or by any means Consultant' rights under the Consultant Agreements.

13. Term and Termination. Ellucian shall have the right, in its sole discretion (including for its convenience), to terminate the consent provided under this Agreement by written notice and to, therefore, preclude any further access by Consultant to the Confidential Information. Absent such termination, the consent to access Confidential Information shall only be permitted for so long as the services described under the Permitted Purpose continue to be provided to Client and solely for its benefit. The termination of the consent provided under this Agreement shall not limit or reduce the obligations of confidentiality assumed by Consultant hereunder.

14. Relationship of Ellucian and Consultant. This Agreement does not give rise to any marketing relationship, partnership, joint venture, or any other legal association between Ellucian and Consultant, other than the imposition upon Consultant of the restrictions and limitations contained in this Agreement. Consultant is expressly prohibited from advertising or otherwise promoting or asserting the existence of any other relationship whatsoever between Ellucian and Consultant. Without limitation, this Agreement expressly does not constitute any endorsement, express or implied, by Ellucian of Consultant and/or Consultant's products and/or services; and Consultant is not, in any manner or by any means, entitled or authorized to use the "Ellucian" name, the names of Ellucian or any of its products or services, or any trademarks, service marks or indicia of Ellucian whatsoever, in whole and/or in part.

15. Governing Law. This Agreement will be governed by the laws of the State of Texas, United States of America, as applicable to agreements both executed and wholly performed therein. Without limitation, Consultant hereby consents to the *in personam* jurisdiction of the state and federal courts located in the State of Pennsylvania with regard to any cause of action that may arise out of or in connection with this Agreement.

16. Miscellaneous. This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof. Any modifications of or changes to this Agreement will be in writing and signed by both parties.

Consultant hereby executes this Agreement in triplicate original copies by setting its hand and seal below on both such execution copies. Further, and without limitation, the limited rights of Consultant provided for in this Agreement are strictly subject to the execution of this Agreement by a duly authorized representative of Client, thereby acknowledging the consent of Client to engage the services of Consultant as contemplated by this Agreement, and the execution by Ellucian, thereby acknowledging the consent of Ellucian to Client's engagement of Consultant, but solely with regard to the Permitted Purpose, and strictly subject to all of the terms, conditions and limitations provided for herein.

Consultant has executed this Agreement as of the date set forth below its name.

CONSULTANT

By:_____

Printed Name and Title:_____

Date:_____

Client is signing this Agreement solely for the purpose of indicating that it has engaged Consultant for the Permitted Purpose.

CLIENT

By:_____

Printed Name and Title:_____

Date:_____

Acknowledged and approved as to form:

ELLUCIAN

By:_____

Printed Name and Title:_____

Date:_____

EXHIBIT K

Data Protection Addendum

"Data Protection Law" means all data privacy and information security related laws, rules, and regulations relating to the processing of TCC Member Personal Data by Ellucian, each as and when applicable to the TCC Member Personal Data and the parties' performance of an Order Form, including but not limited to, the Family Educational Rights and Privacy Act and the Texas Identity Theft Enforcement and Protection Act, and 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 TCC Member Personal Data, the parties agree to the following clauses:

Data Protection

1. Ellucian agrees that for so long as it processes TCC Member Personal Data in performing its obligations under an Order Form, it will:

(a) maintain appropriate technical and organisational data security measures, including without limitation, a written information security policy to protect the TCC Member Personal Data consistent with applicable Data Protection Law;

(b) maintain the confidentiality of TCC Member Personal Data in accordance with the 2022 Master Agreement and the relevant Order Form;

(c) process the TCC Member Personal Data only in accordance with the TCC Member's instructions. The parties agree that the relevant Order Form contains instructions from TCC Member to Ellucian to process TCC Member Personal Data as reasonably required to perform the obligations described therein. TCC Member hereby authorises Ellucian to take such steps in the processing of TCC Member Personal Data on behalf of TCC Member 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 TCC Member 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 TCC Member 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 TCC Member Personal Data to Ellucian's employees, agents and subcontractors (including Ellucian group companies) who have a need to access such TCC Member Personal Data to perform Ellucian's obligations under the relevant Order Form. TCC Member 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 TCC Member Personal Data agree to abide by substantially similar restrictions and conditions that apply to Ellucian with regard to such TCC Member Personal Data;

(f) implement and maintain appropriate administrative, training, technical, and physical safeguards designed to ensure the security or integrity of the TCC Member Personal Data and protect against unauthorized access to or use of such TCC Member Personal Data that could result in substantial harm or inconvenience to the TCC Member;

(g) notify TCC Member of a Information Security Breach (as defined below) as soon as reasonably practicable and without undue delay after Ellucian becomes aware, and in any event as required by applicable Data Protection Laws, 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, TCC Member Personal Data;

(h) make available to TCC Member such information as is strictly necessary for the TCC Member 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 TCC Member upon reasonable request. Ellucian will provide cost estimates, and TCC Member must approve in writing prior to costs being incurred. 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, TCC Member may request and Ellucian will provide: (i) subject to TCC Member executing a non-disclosure agreement, a copy of the most recent independent security attestation report associated with the provision of Cloud Software or Managed 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 Managed Cloud Services as applicable; and

(i) not transfer the TCC Member 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 TCC Member 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.

2. As applicable, the parties may agree to specify in individual Order Forms the subject-matter and duration of processing of TCC Member 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 TCC Member 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, upon written request of the TCC Member, return all the TCC Member Personal Data in their possession (if any) and the copies thereof to the TCC Member or shall destroy all the TCC Member Personal Data and certify to the TCC Member that it has done so, unless legal obligations imposed upon Ellucian prevent it from returning or destroying all or part of the TCC Member Personal Data transferred. In the latter case, Ellucian warrants that it will maintain the confidentiality of the TCC Member Personal Data transferred and will not actively process (except for storage and deletion) such TCC Member Personal Data.

EXHIBIT L

Ellucian Cloud Software Standards



Ellucian Cloud
Software Standards.p

Ellucian Cloud Software Standards

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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.

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. **Additional Definitions.** Each term defined below has the meaning given to that term below whenever the term is used in the Order Form. Capitalized terms that are not otherwise defined in these Cloud Standards will have the meaning given to them in the Order Form and the underlying agreement, as applicable. Other capitalized terms may be defined below.

   "*Client Data*" means all electronic data or information submitted by Client to the Cloud Software.

   "*Cloud Software*" means the Software or Component System identified in the Order Form as SaaS or Managed Cloud.

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

   "*Documentation*" means the on-line and hard copy specifications that Ellucian provides for the Cloud Software and that describe the support, functional and technical capabilities of the Cloud Software.

   United States option: *"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.

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Canada option: *"Full Time Equivalent" or "FTE"* is determined based on the client-reported Fall Total Full-time and Part-time Student headcounts for Undergraduate and Graduate enrollments to derive a single value.

"Maintenance" means providing Client with avoidance procedures or corrections for Defects. The details and procedures relating to the provision of Maintenance for the Cloud Software (collectively, the "Maintenance Standards") are specified in the Order Form.

"New Releases" means new editions (*i.e.*, major and minor releases) of the Cloud Software.

"*Software Supplement*" means additional terms and conditions applying to particular Cloud Software, as specified in the Documentation.

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

"*Third Party Component Providers*" means third parties utilized by Ellucian to provide components of the Cloud Software.

2. **License to Access and Use Cloud Software.** For the Cloud Software identified 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.

3. **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.

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- 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.

4. **Service Level Agreement.** Ellucian will provide the Cloud Software consistent with the Service Level Agreement (the "SLA") specified in the Cloud Software Documentation.

5. **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.

6. **Backups.** Ellucian will conduct regular backup of Client Data. Backups will adhere to Ellucian's internal backup controls. Ellucian will not be responsible for the accuracy of Client Data but will only be responsible for appropriately backing up the Client Data contained in the Cloud Software. Client may request copies of database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to Client for secure download monthly. Each database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner.

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

8. **Personal Data**. To affect the purposes of an Order Form, Client may from time to time provide Ellucian with certain personal data (Client representing that it has the right to do so in each such instance) of Client's students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations ("Client Personal Data"). Ellucian confirms that for so long as it processes Client Personal Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the protection of Client Personal Data set forth in the Data Protection Agreement.

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 Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or

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sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Component(s) of the Cloud Software in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide Client with access to and use of and Client's obligation to pay Ellucian for the applicable Cloud Software will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.

10. Fee Adjustments.

10.1 *FTE* – The fee for certain Cloud Software allows Client to use such Cloud Software for not more than the "Contracted FTE" number where specified in the Order Form. Ellucian reserves the right to perform an annual review of Client's then-current FTE. If Client's actual FTE exceeds the then-current Contracted FTE, Ellucian will have the right to charge additional fees associated with the increase or variation for the time that such increase or variation was in effect, based on Ellucian's then-current standard fees in effect at the time of such increase. Upon the payment by Client of such fee, Client's Contracted FTE will be increased to equal the then-current next tier for Contracted FTE. For avoidance of doubt, Client will in no event be due a credit, refund or fee reduction in the event that Client's actual FTE decreases below the Contracted FTE at any time during the Software term. Client agrees to provide Ellucian with reasonable access to its personnel, facilities, and documentation during normal business hours and with reasonable, prior notice, for purposes of ascertaining Client's then-current FTE.

10.2 *3rd Party* Escalators – Additional fees charged by 3rd party providers due to changes in the fee calculator applied to Cloud Software will be added to the annual fees payable hereunder. By way of example, if a 3rd party database license fee calculator is changed during the Software term resulting in increased fees for the applicable configuration for Cloud Software, then such fee increase(s) will be added to the annual fees payable hereunder.

10.3 Extraordinary *Resource Requirements* – Cloud Software is provisioned to maintain reasonable application performance levels under normal usage. Application performance may be impacted if Client does not disclose relevant information during the discovery process or if Client does not implement practices recommended by Ellucian. Ellucian is not responsible for application performance issues caused by Client's failure to provide proper discovery or Client's failure to implement recommended practices. Additional resources will not be provided under this Amendment to remedy such application performance issues without the execution of a subsequent amendment by duly authorized representatives of each party and the payment by Client of the applicable associated fees.

11. 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.

12. Delivery. Ellucian will, as soon as reasonably practical following the Execution Date, provide the necessary process and procedure for Client's access to the Cloud Software in accordance with the

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Order Form (the date on which Client is provided with this access is the "Delivery Date" for the purposes of the Cloud Software). In providing the Cloud Software under the Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

13. **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 five (5) days after the end of the Cloud Software term, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client Data then in Ellucian's possession, in a commercially reasonable format. Such Client Data will then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention, and disposal policies.

14. **Use of Client Data.** Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, Client Data solely for the purposes of performing Ellucian's obligations under the Order Form and complying with applicable law; (b) to use and otherwise process Client Data for Ellucian's internal business purposes, including development, analysis and corrective purposes in connection with the Cloud Software, and for otherwise improving and enhancing the Cloud Software or Ellucian's business; and (c) to use or otherwise process Aggregated Data for Ellucian's business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. "Aggregated Data" means data derived from Client Data and data that has been combined into databases which may include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer.

15. **Limited Warranty; Exclusive Remedy.** Except as otherwise expressly provided for in any Software Supplement, Ellucian warrants that, during the Cloud Software term, the Cloud Software will operate without Defects. For each Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide Client with an avoidance procedure or a correction of the Defect (in accordance with the Software Support Services provisions and the associated Maintenance Standards). If, despite its reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in the Limitation of Liability, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Ellucian's sole obligation for breach of this limited warranty is contained in this Section. ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE CLOUD SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

16. **LIMITATION OF LIABILITY FOR CLOUD SOFTWARE.** ELLUCIAN'S CUMULATIVE LIABILITY WILL NOT EXCEED THE SUBSCRIPTION FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN UNDER THE ORDER FORM FOR THE CLOUD SOFTWARE GIVING RISE TO THE LIABILITY FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE. IN NO EVENT WILL ELLUCIAN BE LIABLE TO CLIENT FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ELLUCIAN HAS BEEN

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ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN THIS LIMITATION OF LIABILITY WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS ORDER FORM OR THE AGREEMENT.

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

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f. Operating Systems
g. Security Scanning

3. Managed Cloud Services Functional Requirements.

3.1 Ellucian will host all production and non-production environments identified in the Order Form and all associated applications.

3.2 Ellucian will provide Client storage for all applications and associated databases.

3.3 Ellucian will provide a secure method for the Client to upload and download files necessary for the primary function of the applications.

3.4 Ellucian uses a global delivery model in performing the Managed Cloud services, meaning that Ellucian personnel worldwide may be involved in delivery.

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

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

a. Managing transition deliverables, including the charter, schedule, and Client Care/portal site.
b. Overseeing communications and delivering according to a plan jointly developed and agreed upon by the parties.
c. Confirming all resources involved in the transition services have a common understanding of the needs of both businesses as well as the project deliverables.
d. Managing scope and delivery timetables to be consistent and complementary with the objectives of the transition services.
e. Monitoring progress and reporting the status of the transition services to all stakeholders.

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.

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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 this 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.

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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.

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TEXAS A&M UNIVERSITY
CORPUS CHRISTI

ASSIGNMENT OF 2022 MASTER SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT

THIS ASSIGNMENT OF THE 2022 MASTER SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT ("Assignment") shall become effective March 18, 2024 (the "Effective Date"), by and between the **Texas A&M University – Corpus Christi,** a member of the Texas A&M University System, an agency of the State of Texas ("TAMU-CC") for and on behalf of the Texas Connection Consortium ("TCC"), **Ellucian Company L.P.** ("Ellucian"), and **Lamar Institute of Technology** ("LIT"), individually "a Party" or collectively "the Parties". Capitalized terms used and not otherwise defined herein, if any, will have the meanings assigned to them in the Agreement (as defined below).

WHEREAS, TAMU-CC and Ellucian entered into a Master Software License, Services and Maintenance Agreement ("Agreement") with an initial term of September 1, 2022 through August 31, 2027, with an option to extend the Agreement an additional five (5) year term thereafter;

WHEREAS, LIT desires to assume oversight and management of the Agreement on the effective date specified above; AND

WHEREAS, the Parties agree to the following:

1. Assignment.

As of the Effective Date, TAMU-CC for and on behalf of the TCC Members, assigns, transfers and conveys to LIT all of its administrative right, title, and interest as Contract Administrator in, to and under the Agreement, to include:

A. Documents.
   i. Electronic transmittal of executed Agreement;
   ii. Electronic transmittal of fully executed fiscal years 2024-2025 interagency cooperation contracts for services executed by the forty-four (44) TCC Members; and

B. Invoicing, Payment and Taxes.
   i. TAMU-CC shall provide LIT a copy of Ellucian's spreadsheet for fiscal years 2024-2025 evidencing each of the TCC Member's invoicing.
   ii. The Licensing and maintenance fees that TAMU-CC has collected from the TCC Members to pay Ellucian for fiscal years 2024-2025 shall be electronically transferred to LIT, minus TAMU-CC's administrative fees and

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costs of its oversight during the period of September 1, 2022 through final execution of this Assignment.

C. Transition.

i. A transition period ("Transition Period") will begin within one (1) week of the Effective Date and continue through April 12, 2024, which will allow time for TAMU-CC to transfer historical information, documentation, and pertinent working files to LIT in order for LIT to set up processes needed for contract administration. During said Transition Period, TAMU-CC will finalize open Order Forms and disputes and transfer Agreement documents past and present specific to the September 1, 2022 Agreement to LIT until all documents have been transferred within six (6) months of the effective date of this Assignment.

ii. TAMU-CC will continue the fiscal duties of collection and payments on behalf of TCC Members during the Transition Period up through April 12, 2024.

iii. Beginning April 13, 2024, LIT will assume all fiscal duties, collection of payments, and reporting (as applicable) on behalf of the TCC Members.

2. Assumption by Lamar Institute of Technology. LIT agrees to assume all liabilities and obligations of Contract Administrator under the Agreement upon the Effective Date.

3. Ellucian Consent. Ellucian, as the owner of the licensed software, agrees to assignment and assumption of the Agreement from TAMU-CC to LIT upon the Effective Date.

4. Further Acts. In connection with this Assignment, each Party agrees to provide such additional documentation and instruments and to perform such reasonable additional acts as may be necessary or appropriate to effectuate the assignment of the Agreement and the terms therein, as of the Effective Date.

5. Notices. Any notices required or permitted upon the Effective Date of this Assignment with regard to the Agreement, must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Lamar Institute of Technology:
Mary Wickland, CPA
Executive Vice President for Finance and Operations
P.O. Box 10043
Beaumont, Texas 77710
Telephone: (409) 247-4922
Email: mawickland@lit.edu

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Ellucian: General Counsel
4 Country View Road
Malvern, Pennsylvania 19355
Telephone: 800-223-7036
Email: jim.bennett@ellucian.com

With an electronic copy to: ask.legal@ellucian.com

6. Administrators of Agreement effective upon this Assignment:

Lamar Institute of Technology: Mary Wickland, CPA

Ellucian: Brad Parmer, Vice President, Sales

7. Miscellaneous Contract Provisions. Except as specifically modified by this Assignment, the Agreement will continue in full force and effect. Time is of the essence in the performance of this Assignment. This Assignment is the entire agreement of the parties relating to the assignment of the Agreement by TAMU-CC for and on behalf of TCC Members, Ellucian, and LIT.

EXECUTED by the authorized representatives of the parties below.

Texas A&M University – Corpus Christi

By: Jaclyn Mahlmann Digitally signed by Jaclyn Mahlmann Date: 2024.03.25 15:12:04 -05'00'
Jaclyn Mahlmann
Vice President for Finance & Administration
Dated: _____

Ellucian Company, L.P.

By: _____
Name: Zeesuon Park
Title: CAO
Dated: 03 / 21 / 2024

DZ Digitally signed by DZ Date: 2024.03.25 13:18:33 -05'00'

Lamar Institute of Technology

By: _____
Sidney Valentine, PhD
President
Dated: 3/25/24

Document Ref: K8GSM-UNAS8-7RB84-YRSGR

Signature Certificate

Reference number: K8GSM-UNAS8-7RB84-YRSGR

Signer	Timestamp	Signature
Zeesuon Park Email: zeesuon.park@ellucian.com		
Sent:	21 Mar 2024 14:59:59 UTC	
Viewed:	21 Mar 2024 15:52:24 UTC	
Signed:	21 Mar 2024 15:55:02 UTC	
Recipient Verification:		IP address: 149.24.100.1
✔Email verified	21 Mar 2024 15:52:24 UTC	Location: Reston, United States

Document completed by all parties on:
21 Mar 2024 15:55:02 UTC

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

ATTACHMENT D1
(as of May 21, 2024)

AVAILABLE SOFTWARE PRODUCTS

Section 1: Ellucian Proprietary Software
Section 2: Ellucian Proprietary Software that contains Third Party Software
Section 3: Third Party Software
Section 4: Ellucian Proprietary Software - Annually Licensed Software
Section 5: Ellucian Cloud Software

• - **NOTE: Pricing for certain products offered under the 2022 Master Agreement is based upon licensing metrics such as Enrollment, FTE, users, reports, seats, or other unit of measure (quantity-based) terms, and such licensing metrics will be identified in the applicable Order Form. Additional fees will apply for any such Software if the TCC Member exceeds the contracted quantity for such Enrollment, FTE, users, reports, seats, or other unit-of-measure. Ellucian will invoice TCC directly for overages and payment shall be made in accordance with the 2022 Master Agreement.**

SECTION 1: ELLUCIAN PROPRIETARY SOFTWARE

Discount of 40% off of the then-current List Price for perpetual licenses to Ellucian Proprietary Software, based on the TCC Member's Ellucian Enrollment "tier" at the time of licensure. See limitations provided for in Exhibit E. Except for those products indicated by ‡ below, the products shown in this Section 1 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

Banner-Related Software
Banner Student (includes EDI)
Banner Student Self-Service
Banner Faculty and Advisor Self-Service
Banner Financial Aid (note: this product requires FM Needs Analysis)
Banner Finance
Banner Finance Self-Service
Banner Human Resources
Banner Employee Self-Service
Banner Workflow
Banner Document Management Integration Component
Degree Works•
Degree Works Transfer Equivalency
Banner Data Defense Proprietary Code (note: this product is available only if TCC Member has licensed the required Oracle components separately) ‡
Banner Operational Data Store (ODS)
Banner Integration for eProcurement
Thomson Reuters International Tax Navigator Interface for Banner ‡
Ellucian's International Student and Scholar Management (ISSM) ‡
Ellucian's International Student and Scholar Management (ISSM) Multi-campus surcharge ‡
Ellucian's International Scholar Dossier ‡
Banner Document Retention (Note: Requires Banner Document Management and that either ApplicationXtender Web Services or ApplicationXtender Package be licensed)

SECTION 2: ELLUCIAN PROPRIETARY SOFTWARE THAT CONTAINS THIRD PARTY SOFTWARE

Discount of 40% off of the then-current List Price for the Ellucian Proprietary portions of Software listed as "Ellucian Proprietary Software that contains Third Party Software" based on the TCC Member's Ellucian Enrollment "tier" at the time of licensure; the discount does not apply to any third party technologies embedded in or included with the applicable Ellucian Proprietary Software. See limitations provided for in Exhibit E. Except for those products indicated by ‡ below, the products shown in this Section 2 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

Banner-Related Software
Banner ePrint - Site License on a single server
Campus Receivables Collector

Ellucian CRM
Ellucian CRM Additional Server (License provides Ellucian and Microsoft licensing for a client to use an additional CRM Production or Non-Production server with Ellucian CRM Recruit and/or Ellucian CRM Advise) ‡

SECTION 3: THIRD PARTY SOFTWARE

TCC Members can purchase the following Third Party Software from Ellucian on an Order Form through this 2022 Master Agreement. The software discount used for Ellucian Proprietary Software does not apply to these Third Party solutions. Ellucian would negotiate with the respective TCC Member on the purchase price for the following Third Party software, services, and maintenance. Third Party Software products listed in Exhibit D, Attachment D1 include integration between Ellucian and the applicable third party product in order to (i) maintain compatibility or (ii) provide customization to work with Ellucian Proprietary Software. When licensed from Ellucian, Ellucian provides first tier support for the Third Party Software listed in this Attachment D1. Except for those products indicated by ‡ below, the products shown in this Section 3 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

Automic Applications Manager (formerly known as Banner Enterprise Job Scheduler by UC4)•
Automic Applications Manager (SaaS) ‡
Automic Applications Manager (Term License)

Ellucian Chat (SaaS)
Ellucian Chat for CRM Solutions ‡

Ellucian Gift Matching 360 MatchPro for CRM Advance (SaaS)
Ellucian Gift Matching 360MatchPro for CRM Advance – Up to $100k Matching Gift Revenue ‡
Ellucian Gift Matching 360MatchPro for CRM Advance – Up to $500k Matching Gift Revenue ‡
Ellucian Gift Matching 360MatchPro for CRM Advance – Up to $1M Matching Gift Revenue ‡
Ellucian Gift Matching 360MatchPro for CRM Advance – $1M+ Matching Gift Revenue ‡

Ellucian CRM Users (as applicable for Ellucian CRM Recruit, Ellucian CRM Advise, and/or Ellucian CRM Advance) (SaaS)•
Ellucian CRM Users (note: Recruit requires minimum of 6 Premium users) ‡
Ellucian CRM Premium Named User ‡
Ellucian CRM Standard Named User ‡
Ellucian CRM Lite (Light) Named User (not applicable for Ellucian CRM Advance) ‡
Team Member User ‡
Sales User ‡
Ellucian CRM Recruit SaaS Limited Group Device License – 10 Standard Users ‡

Ellucian Housing by Adirondack Solutions (SaaS)•
Ellucian Housing by Adirondack Solutions ‡
Ellucian Parking by Adirondack Solutions ‡

Ellucian Talent Management by NEOED (SaaS)•
Ellucian Talent Management Recruit and Onboard
Ellucian Talent Management Develop
Ellucian Talent Management eForms
Ellucian Talent Management Single Sign-On
Ellucian Talent Management Position Control – Flat File
Ellucian Talent Management New Hire Integration – Flat File
Ellucian Talent Management Class Spec – Flat File (FTP)
Ellucian Talent Management Employee Import
Ellucian Talent Management Course Management Integration
Ellucian Talent Management Course File Integration
Ellucian Talent Management Video Integration

Ellucian Travel and Expense Management Powered by Chrome River (SaaS)•
Ellucian Travel and Expense Management Powered by Chrome River – Expense Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Unlimited Invoice Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Invoice Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Unlimited Invoice Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Annual Reports for Non-Travel Purchase Card ‡
Ellucian Travel and Expense Management Powered by Chrome River – Annual Reports for Unlimited Non-Travel Purchase Card ‡
Ellucian Travel and Expense Management Powered by Chrome River – Folio Reports ‡
Ellucian Travel and Expense Management Powered by Chrome River – Unlimited Folio Reports ‡

EMC (Perpetual)
Banner Document Management•
Banner Document Management Enterprise License
Banner Document Management Standard License
Banner Document Management Enterprise License Uplift
ApplicationXtender Package•
ApplicationXtender Package 5 - 24 CC Users
ApplicationXtender Package 25-99 CC Users

ApplicationXtender Package 100 - 249 CC Users
ApplicationXtender Package 250 - 499 CC Users
ApplicationXtender Package 500+ CC Users
ApplicationXtender Test Package
ApplicationXtender Image Enhancer (Pegasus ScanFix)
ApplicationXtender Capture
ApplicationXtender Capture Package (formerly QuickScan Pro)
ApplicationXtender Image Capture (formerly ScanXtender)
ApplicationXtender Reports Management
ApplicationXtender Reports Management Package
Full-Text Indexing and Full Page OCR
ApplicationXtender xPLORE Full Text Server
ApplicationXtender xPLORE Full Text Client
ApplicationXtender OCR Server
ApplicationXtender Connector•
ApplicationXtender Connector - 5 CC User Pack
ApplicationXtender Connector - 25 CC User Pack
ApplicationXtender Connector - 75 CC User Pack
Banner Capture Standard Bundle (Server and Advanced Recognition). Includes Captiva Standard Server, Enterprise Export for EMC ApplicationXtender, Attended Client, Captiva ScanPlus Client [Standard], Reports, Captiva Advanced Recognition – 100,000 PPY, Captiva Invoice Capture
ScanPlus Clients
Attended Clients
Additional Server Volume – 100,000 PPY•
Server Volume + Advanced Recognition Volume – 100,000 PPY•
Standard Development/Test Server
Standard with Advanced Recognition Development/Test Server

ESM (SaaS)
Ellucian Purchase Powered by ESM ‡
Ellucian Supplier Powered by ESM ‡

Evisions Inc.
Argos
FormFusion
IntelleCheck

Five9 (SaaS)
Ellucian Telephony by Five9 100% Recording Subscription ‡
Ellucian Telephony by Five9 Administrator Subscription ‡
Ellucian Telephony by Five9 Geographic Redundancy Option Subscription ‡
Ellucian Telephony by Five9 Plus Adapter for Microsoft Dynamics CRM ‡
Ellucian Telephony by Five9 SIP Inbound Subscription Flat Rate ‡
Ellucian Telephony by Five9 SIP Outbound Subscription (Five9 Backup) ‡
Ellucian Telephony by Five9 SIP Outbound Subscription (No Backup) ‡
Ellucian Telephony by Five9 Supervisor Plus Subscription ‡
Ellucian Telephony by Five9 Supervisor Subscription ‡
Ellucian Telephony by Five9 VCC Agent Seat - Blended (Inbound & Outbound) ‡

Ellucian Telephony by Five9 sRTP Subscription ‡

ISE Enterprise Job Scheduler (SaaS)•
Enterprise Schedule
Banner Interface Module

Microsoft CRM (Perpetual)•
On-Premise Ellucian CRM Premium Named User ‡
On-Premise Ellucian CRM Standard Named User ‡
On-Premise Ellucian CRM Lite Named User ‡

Oracle (Perpetual/SaaS)•
Ellucian Banner Data Defense Bundle (Note: Ellucian Banner Data Defense Bundle includes Ellucian Banner Data Defense and Oracle Advanced Security) ‡
Oracle Advanced Security ‡
Oracle Audit Vault and Database Firewall ‡
Oracle Database Connector 3 ‡
Oracle Database Diagnostics Pack ‡
Oracle Database Enterprise Edition
Oracle Database Lifecycle Management Pack ‡
Oracle Database Integrator Enterprise Edition ‡
Oracle Database Standard Edition 2 ‡
Oracle Directory Integration Platform, Oracle Virtual Directory ‡
Oracle iAS Configuration Management Pack ‡
Oracle iAS Diagnostics Pack ‡
Oracle Identity and Access Management Suite ‡
Oracle Identity Manager Connector – Database User Management ‡
Oracle Internet Application Server Enterprise Edition ‡
Oracle Internet Developer Suite ‡
Oracle Identity Manager Connector - IBM Lotus Notes/Domino ‡
Oracle Management Pack for Identity Management ‡
Oracle Identity Manager Connector - Novell e-Directory ‡
Oracle Partitioning Option ‡
Oracle Programmer ‡
Oracle Real Application Clusters ‡
Oracle Tuning Pack ‡
Oracle WebLogic Server Management Pack Enterprise Edition ‡
Oracle WebLogic Suite ‡

SSD, Inc. (Software Services of Delaware, Inc.) (Perpetual)
Axiom
Axiom Web
OCR for AnyDoc

Bulk Email Sends (SaaS/Annual Licensed)•
Bulk Emails Sends (additional White List Emails) – available for CRM Solutions ‡

Address Cleanses/Address Validation (SaaS/Annual Licensed)•
Address Cleanses (additional Address Cleanses) – available for CRM Solutions ‡
Address Validation Global for CRM Solutions – Block(s) of 10,000 ‡
Address Validation Global for CRM Solutions – Block(s) of 50,000 ‡
Address Validation Global for CRM Solutions – Block(s) of 100,000 ‡
Address Validation US and Canada for CRM Solutions – Block(s) of 100,000 ‡

TouchNet (SaaS)
Ellucian Payment Center (without Merchant Services) ‡
Ellucian Payment Center w/EMV Client (with Merchant Services) ‡
Ellucian Payment Center w/EMV Client (without Merchant Services) ‡
Ellucian OneCard VIP by TouchNet ‡
Limited Ellucian Payment Center by TouchNet for Recruit – With Transaction Services ‡
Limited Ellucian Payment Center by TouchNet for Recruit – Without Transaction Services ‡

SECTION 4: ELLUCIAN PROPRIETARY SOFTWARE - ANNUALLY LICENSED SOFTWARE

The following Ellucian Proprietary Software are annually licensed products. The Software discount does not apply to annually licensed products. Ellucian will provide software discounts only as outlined in the notes below (if any). Except for those products indicated by ‡ below, the products shown in this Section 4 may be available for Managed Cloud Services (hosting) upon execution of a separate written contract providing terms for such Managed Cloud Services; Ellucian reserves the right to update this Attachment D1 with respect to which software products may be available for Managed Cloud Services in the future.

FM Needs Analysis
FM Need Analysis [1]

[1] No Software discount will be applied to FM Need Analysis and, in addition, the maintenance level for FM Need Analysis must match the maintenance level for the Banner Financial Aid Software.

SECTION 5: ELLUCIAN CLOUD SOFTWARE

Except as noted below, discount of 20% off Cloud Software listed in Section 5. See limitations provided for in Exhibit E. Products shown in this Section 5 are **not** available for Managed Cloud Services (hosting).

Banner SaaS•
Banner SaaS ERP Enterprise (includes Banner Student, HR, Finance, Accounts Receivable, Financial Aid, FM Needs Analysis, Embedded Reporting, Ethos Integration, Ethos Identity, Degree Works, Degree Works Transfer Equivalency, Mobile Application Edition, Workflow Enterprise, Analytics Starter Pack, Intelligent Learning Platform)
Banner SaaS Enterprise – Student and Finance
Banner SaaS Enterprise – Student and HR
Banner SaaS Enterprise – Student only
Banner SaaS ERP Essentials (includes Banner Student, HR, Finance, Accounts Receivable, Financial Aid, FM Needs Analysis, Embedded Reporting, Ethos Integration, Ethos Identity, Degree Works, Degree Works Transfer Equivalency, Mobile Application Edition)
Banner SaaS Essentials – Student and Finance
Banner SaaS Essentials – Student and HR

Banner SaaS Essentials – Student Only
Banner SaaS – Additional Non-Production Environment

Ellucian Analytics
Ellucian Analytics
Ellucian Analytics – CRM
Ellucian Ethos Data Access
Ellucian Ethos Data Access – Outbound Service
Ellucian Ethos Data Access – Additional Storage
Ellucian Analytics – Designer User (named user)•
Ellucian Analytics – Viewer User (named user)•
Ethos Integration Add-On Tenant

Ellucian CRM Advance
Ellucian CRM Advance
Ellucian CRM Advance Enterprise
Ellucian CRM Advance Enterprise Dedicated Cloud Environment
Ellucian CRM Advance Dedicated Database Cluster
Ellucian CRM Advance Database Backup Support
Ellucian CRM Advance Additional Organization
Ellucian CRM Advance Additional Non-Production Environment

Ellucian CRM Advise
Ellucian CRM Advise (CRM Ellucian CRM Advise subscription provides access to Ellucian CRM Advise in a cloud environment via two (2) CRM servers for Production and Non-Production and one (1) Asynchronous. 50 (Tiers 1-6), 100 (Tiers 7-10), 150 (Tiers 11-14), or 200 (Tiers 15-22) GBs of storage, data integration & synchronization with Banner, and Blackboard or Moodle Learning Management System, patches, and upgrades)
Ellucian CRM Advise Additional Non-Production Environment
Ellucian CRM Advise Database Backup Support

Ellucian CRM Recruit
Ellucian CRM Recruit (SaaS) (includes 250,000 white list emails; 100,000 address cleanses)•
Ellucian CRM Recruit Additional Constituency (annual subscription)
Ellucian CRM Recruit Additional Organization, Non-Production Only
Ellucian CRM Recruit Additional Web Front End
Ellucian CRM Recruit Additional Non-Production Environment
Ellucian CRM Recruit Database Backup Support

Ellucian CRM Users•
Ellucian CRM Premium Named User
Ellucian CRM Premium Named User
Ellucian CRM Premium Named User

Ellucian Elevate
Ellucian Elevate Essentials

Ellucian Elevate CE/WFD Pro
Ellucian Elevate CE/WFD Pro Plus
Ellucian Elevate Enterprise Edition
Use Your Own Merchant Account (with Elevate) [2]
Tracked Transaction SaaS Annual Subscription (includes 2,500 student program registrations)•
Additional Program Registration (once client goes over contracted registrations)•
Ellucian Elevate Additional Non-Production Environment
Ellucian Elevate Additional Production Environment
Additional Prepaid Registrations (for Essential, CE/WFD Pro, CE/WFD Pro Plus, Enterprise)

[2] The fee associated with this is not discountable.

Ellucian Experience •[3]
Ellucian Experience Foundation
Ellucian Experience Pro
Ellucian Experience Premium

[3] Ellucian offers separate pricing for a 3-year and a 5-year committed term.

Ellucian Intelligent Learning Platform•
Ellucian Intelligent Learning Platform inclusive of LMS connection to one of the following providers: Blackboard, Moodle, Canvas, or D2L
Additional LMS connections available for separate fees

Ellucian Smart Plan and Award
Ellucian Smart Plan
Ellucian Award

Ellucian Student Financial Success
AutoReconciliation
CampusCommunicator
CampusCommunicator Print
ClearCost Advanced
ClearCost Interactive
RaiseMe Enrollment
RaiseMe Retention
ScholarshipUniverse
ScholarshipUniverse for Community Colleges
ScholarshipUniverse – External Only
SponsoredScholar
StudentForms
VirtualAdvisor

Ellucian Workflow•
Ellucian Workflow Enterprise
Ellucian Workflow Enterprise – Additional Non-Production Environment

ellucian

AMENDMENT TO 2022 MASTER SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT

THIS AMENDMENT (the "Amendment") is made by and between the **State of Texas**, acting by and through **Lamar Institute of Technology** ("LIT"), an institution of higher education of the State of Texas, for and on behalf of the **Texas Connection Consortium** ("TCC"), and **Ellucian Company LLC** ("Ellucian"), and is effective as of the Execution Date defined herein.

WHEREAS, Ellucian and LIT's predecessor-in-interest (Texas A&M University Corpus Christi), for and on behalf of TCC, entered into a master agreement identified as the 2022 Master Software License, Services and Maintenance Agreement with an Effective Date of September 1, 2022 (the "Agreement" and/or the "2022 Master Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement on the terms herein stated in order to clarify certain terms related to the manner by which fees will be allocated between the parties for purposes of invoicing and payment and to insert a new sample Order Form into the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Amendment, and the consideration extended by and between the parties hereto, the sufficiency of which is hereby acknowledged, Client and Ellucian hereby agree as follows:

1. The Agreement is hereby amended by: deleting Section 7 of Attachment E1 (Certain Administrative Procedures and Administrative Fees Charged to TCC Members) and replacing same with the following new Section 7:

> 7. As consideration for the services performed for TCC Members by Contract Administrator, Contract Administrator shall charge the TCC Member(s) an administrative fee negotiated with the TCC advisory board and calculated to recover its costs as specified in the Interagency Contract and the 2022 Master Agreement. Recognizing that Contract Administrator must recover direct and overhead cost associated with the management of the 2022 Master Agreement, the mechanism for recovery is established through the inter-agency agreement discussed in Exhibit C and represents 2.75% of the annual Maintenance fees billed to the TCC Members and/or 2% of the fees payable (whether as a one time cost or on a recurring basis for subscription) for 3rd Party Software and Ellucian Proprietary Software, licensed on a perpetual, term (annual subscription), or cloud (SaaS) basis (including Banner SaaS). Contract Administrator administrative services will escalate each Contract Year not to exceed 103% of the prior Contract Year's fee. Amounts collected for administrative expenses from TCC Members that is in excess of the fee paid to Contract Administrator shall be expended under the advice of the TCC advisory board. The TCC advisory board shall ensure that all such sums are expended only for legitimate public purposes in conjunction with the TCC program for the benefit of the TCC Members. Consistent with Exhibit C hereto, the TCC advisory board will charge a one-time fee to all newly joining TCC Members utilizing the 2022 Master Agreement, which one-time fee will be due and payable by the TCC Members directly to Contract Administrator. This fee will be calculated based on 5% of the fee paid to Contract Administrator by the TCC Members for participating in the 2022 Master Agreement.
>
> For the convenience of the parties, the table below sets forth the breakdown of fees that will be invoiced by and payable between the respective parties to an Order Form in light of the administrative fees payable under Attachment E1 to Exhibit 1 of the 2022 Master Agreement and the discounts provided to TCC pursuant to Exhibit F to the 2022 Master Agreement:

Summary of the Breakdown of Fees Between Ellucian, TCC, and the TCC Member Pursuant to Exhibits E and F:

Type	Ellucian Share [1]	TCC Share [2]	TCC Admin Fee [3]	Invoice to TCC Member [4]
Proprietary Software	93%	7%	2%	102%
Proprietary Maintenance	64%	36%	2.75%	102.75%
Proprietary Cloud Software	98%	2%	2%	102%
Proprietary Software – Term License	64%	36%	2%	102%
3rd Party Software	99.75%	.25%	2%	102%
Banner SaaS Cloud Software	93%	7%	2%	102%

Notes to Summary:

[1] This "Ellucian Share" represents the fee that Ellucian will invoice to TCC, where the percentage is calculated from the sale price listed in an executed Order Form.

[2] This "TCC Share" represents additional fees which TCC will include, along with the Ellucian Share, in its invoice to the TCC Member, thus making up 100% of the sale price listed in an executed Order Form. Upon payment of the invoice by a TCC Member, the TCC Share will be retained by TCC for the purposes stated in Exhibit F of the 2022 Master agreement, including for purpose of funding the activities of the TCC Center.

[3] This "TCC Admin Fee" is an additional fee to be calculated from the sale price listed in an executed Order Form, which will be invoiced by TCC to the TCC Member and which fees, once paid by the TCC Member, will be retained by TCC as an administrative fee to cover TCC's direct and overhead cost associated with the management of the 2022 Master Agreement.

[4] This "Invoice to TCC Member" represents the full fee due under an executed Order Form plus the additional TCC Admin Fee payable by TCC Member, which fee shall be payable by TCC Member(s) in accordance with the payment terms of the 2022 Master Agreement and the applicable Order Form(s) as executed between the parties thereto.

2. The Agreement is hereby further amended by updating one of the sample Order Forms that may be executed by and between Ellucian, TCC, and/or one or more TCC Members in order to purchase Software, Services, and/or Maintenance Services under the terms of the Agreement. The new sample Order Form is attached hereto as Exhibit 1 and is incorporated herein by this reference.

3. This Amendment, together with the Agreement, supersedes any and all prior and contemporaneous understandings or agreements of the parties in regard to the subject matter hereof and constitutes the final, complete, and exclusive statement of the agreement between the parties hereto as relates to amendment of the Agreement.

4. This Amendment may be supplemented, amended, or modified only by the mutual agreement of the parties, which mutual agreement shall be binding if and only if reduced to writing and signed by both parties.

5. Except as set forth above in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any conflict between the Agreement (including any prior amendments thereto) and this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment with an Execution Date as specified below.

Ellucian Company LLC		**Lamar Institute of Technology**	
By:	DAWN BRAJKOVICH	**By:**	Leanna Odom
	Authorized Signature		*Authorized Signature*
Name:	Dawn Brajkovich	**Name:**	Leanna Odom
	Printed		*Printed*
Title:	Sr. Director	**Title:**	VP for F&O/CFO Interim
Date:	04-15-2025	**Date:**	04-22-2025

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

TEXAS CONNECTION CONSORTIUM

ORDER FORM

LIT Control Number:	
TCC Member Name	[TCC Member Name (Institution)]
	("Client" or "the TCC Member")
Underlying Agreement:	This Order Form ("Order Form") is issued pursuant to the 2022 Master Software, License, Services and Maintenance Agreement (the "2022 Master Agreement"), as thereafter amended, between: The State of Texas, acting by and through **Lamar Institute of Technology** ("LIT"), as successor-in-interest to Texas A&M University - Corpus Christi and as an institution of higher education of the State of Texas, for and on behalf of the Texas Connection Consortium ("TCC"); and **Ellucian Company LLC** ("Ellucian"). All terms and conditions of the 2022 Master Agreement are applicable to this Order Form.

This Order Form is made by and between **ELLUCIAN COMPANY LLC** ("Ellucian") and the TCC Member identified above. This Order Form will constitute a separate and independent contract between the parties hereto. Capitalized terms in this Order Form shall have the same meaning given to such terms within the 2022 Master Agreement unless redefined herein.

Licenses granted pursuant to this Order Form (if any) are for Client's internal use only, on Equipment residing within the United States, and are subject to all use restrictions and limitations set forth in the 2022 Master Agreement and this Order Form, including referenced attachments. Ellucian's grant of license(s) to Software may include (as applicable based upon the products identified in the table below) a non-exclusive, non-transferable license to use Software licensed on a perpetual or Term License basis and/or a non-exclusive, non-transferable license to access and use Cloud Software. Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide, in performing its obligations with respect to Software Support Services, Professional Services and/or Managed Cloud Services identified in this Order Form. Where a number of hours is specified within this Order Form for Ellucian's delivery of Professional Services on a time and materials basis, the associated fees shown herein represent a good faith estimate based on the information available to Ellucian as of the Execution Date; the total fees payable for Professional Services may vary based on the actual number of hours required to complete the services and the rate that is applicable during the period of Ellucian's delivery of the services.

Software Term (applicable only to Software Support Services, Cloud Software, Software licensed under a Term License, Managed Cloud Services, and Modification Maintenance Services): The "Software Term" shall mean the period commencing on the Beginning Date(s) and ending on the Expiration Date(s) as such dates are identified in the table(s) below. Following the Software Term specified herein, unless the parties have negotiated a new agreement or an extension or modification to the terms hereof, Ellucian shall have no obligation to deliver or perform Software Support Services, Cloud Software, Software licensed under a Term License, Managed Cloud Services, and/or Modification Maintenance Services, and therefore, Client shall have no prospective (new) liability for payment for same beyond the Expiration Date.

PERPETUAL SOFTWARE [1]	
Description	**Fee**
TOTAL LICENSE FEE:	**$**

SOFTWARE SUPPORT SERVICES [1]				
Description	**Maintenance Standard**	**Beginning Date**	**Expiration Date**	**Fee**
			August 31, [Term Expiration Year]	
			August 31, [Term Expiration Year]	
			August 31, [Term Expiration Year]	
PRORATED FEE (for partial initial Contract Year ending August 31, 2025)				**$**
TOTAL (for Contract Year ending August 31, 2026)				**$**
TOTAL (for Contract Year ending August 31, 2027)				**$**

TERM SOFTWARE & CLOUD SERVICES [1,2]				
Description	**Maintenance Standard**	**Beginning Date**	**Expiration Date**	**Fee**
			August 31, [Term Expiration Year]	
			August 31, [Term Expiration Year]	
			August 31, [Term Expiration Year]	
PRORATED FEE (for partial initial Contract Year ending August 31, 2025)				**$**
TOTAL (for Contract Year ending August 31, 2026)				**$**
TOTAL (for Contract Year ending August 31, 2027)				**$**

CLOUD SOFTWARE [1,2]			
Description	**Beginning Date**	**Expiration Date**	**Fee**
		August 31, [Term Expiration Year]	
		August 31, [Term Expiration Year]	
		August 31, [Term Expiration Year]	
PRORATED FEE (for partial initial Contract Year ending August 31, 2025)			**$**
TOTAL (for Contract Year ending August 31, 2026)			**$**
TOTAL (for Contract Year ending August 31, 2027)			**$**

PROFESSIONAL SERVICES [1,3]			
Description	**Quantity**	**Rate**	**Fee**
TOTAL PROFESSIONAL SERVICES			**$**

MODIFICATION MAINTENANCE SERVICES [1]			
Description	**Beginning Date**	**Expiration Date**	**Fee**
		August 31, [Term Expiration Year]	
		August 31, [Term Expiration Year]	
		August 31, [Term Expiration Year]	
PRORATED FEE (for partial initial Contract Year ending August 31, 2025)			**$**
TOTAL (for Contract Year ending August 31, 2026)			**$**
TOTAL (for Contract Year ending August 31, 2027)			**$**

Notes:

[1] For a description of the product details and applicable terms of service, see the Product Specifications at www.ellucian.com/contracts-and-documentation.

[2] The Contracted FTE applicable to this Software is [Contracted.FTE].

[3] For a description of the terms and conditions applicable to Professional Services, see the Ellucian Professional Services Terms and Conditions at www.ellucian.com/contracts-and-documentation. If the parties have agreed to include a more detailed description of the Professional Services to be performed under this Order Form, a Statement of Work may be attached hereto and/or may be downloaded using the following URL: [SOW.URL]

Contract Year. The term "Contract Year" means each period of twelve (12) months commencing on September 1 during the Software Term.

Invoicing. Ellucian's obligation to provide credits (if any) under this Order Form is conditioned upon Client remaining current on all fees payable under the Agreement. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice:

- on the Execution Date for license fees for Software licensed on a perpetual basis and for all Professional Services to be performed on a fixed fee basis;
- on an annual basis, in advance of each applicable Contract Year (consisting of twelve (12) consecutive months beginning September 1) during the Software Term for Software Support Services, Modification Maintenance Services, Software licensed under a Term License, Cloud Software, and/or Managed Cloud Services (fees for a partial initial Contract Year will be prorated depending upon the Execution Date); and
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and materials basis as well as for reimbursable travel expenses and other applicable charges in accordance with the terms of the 2022 Master Agreement if Ellucian's performance of Professional Services involves onsite delivery (unless the service rate(s) identified in the Order Form indicate that travel expenses are included).

Payment Terms:

- **TCC Contract Administrator Fee.** Pursuant to the terms of the 2022 Master Agreement and interagency agreement(s) between LIT and the TCC Members, LIT shall charge an additional 2% administrative fee to the TCC Member(s) pursuant to the terms of Exhibit E, which fees are not stated in this Order Form but are nonetheless recoverable by TCC from the TCC Member.

- **Perpetual Software License Fees:** Ellucian will invoice LIT for the perpetual software license fees and LIT shall pay each invoice under the 2022 Master Agreement. The TCC Member will be invoiced by LIT and shall pay each invoice to LIT in accordance with the 2022 Master Agreement.

- **Term Software:** Ellucian will invoice LIT for the Term License subscription fees and LIT shall pay each invoice under the 2022 Master Agreement. The TCC Member will be invoiced by LIT for the annual Term License subscription fee amounts and shall pay each invoice to LIT in accordance with the 2022 Master Agreement.

- **Cloud Software:** Ellucian will invoice LIT for the subscription fees and LIT will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by LIT and shall pay each invoice to LIT in accordance with the 2022 Master Agreement.

- **Managed Cloud Services:** Ellucian will invoice LIT for Managed Cloud Services on an annual basis and LIT will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by LIT and shall pay each invoice to LIT in accordance with the 2022 Master Agreement.

- **Modification Maintenance Services:** Ellucian will invoice the TCC Member for Modification Maintenance Services on an annual basis and the TCC Member will pay each invoice in accordance with the terms and conditions of the 2022 Master Agreement.

- **Time and Materials Services:** Ellucian will invoice the TCC Member monthly for all Professional Services time and materials on an as-incurred basis monthly in arrears, and payments will be due within thirty (30) days from invoice date. The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement.

- **Expenses and Other Charges:** Travel expenses are additional. As related to Professional Services, Ellucian will invoice the TCC Member monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from invoice date. The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement.

- **Fixed Fee Services:** As related to Professional Services, Ellucian will invoice the TCC Member upon delivery of the fixed fee services listed in the Fixed Fee Services Table (above). The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement. These fixed fee services specifically exclude any responsibility on the part of Ellucian for providing any services other than those services specifically set forth above. Reimbursable expenses (as provided for in the 2022 Master Agreement) will be invoiced on a monthly, as provided/as incurred basis.

- **Software Support Services Including Maintenance:**

  (a) For the Software described in the Software Support Services Table above, Ellucian's obligation to provide Maintenance and Client's obligation to make payment for such Maintenance shall each commence on the first day of the next month following the Execution Date ("Commencement Date") and continue through the Maintenance Expiration Date specified in the Maintenance Table above, inclusive. The Total Base Year Maintenance Fee stated above is the total that would be due from LIT for Maintenance fees for the initial full twelve (12) month period; however, if applicable, LIT shall

pay a prorated portion of the Total Base Year Maintenance Fee to cover the Maintenance fees due hereunder from the Commencement Date through the end of the partial, initial Contract Year.

(b) For each subsequent Contract Year through the Expiration Date, Maintenance fees, annual maintenance fee escalations, and Maintenance fee due dates will be in accordance with the terms and conditions to the 2022 Master Agreement.

(c) Ellucian will invoice LIT, the Contract Administrator, for the Maintenance fees and LIT shall pay to Ellucian each invoice in accordance with the terms and conditions of the 2022 Master Agreement. The TCC Member will be invoiced by LIT for the Maintenance fees. The TCC Member shall pay each invoice to LIT in accordance with the 2022 Master Agreement.

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

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. The terms of the 2022 Master Agreement remain unchanged and in full force and effect; in the event of any conflict between the terms of the 2022 Master Agreement and the terms of this Order Form, the terms of the 2022 Master Agreement will take precedence and control. Any fees due under the Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the 2022 Master Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

ELLUCIAN	**LAMAR INSTITUTE OF TECHNOLOGY** (fiscal agent for the Texas Connection Consortium)
By:	**By:**
Authorized Signature	*Authorized Signature*
Name:	**Name:**
Printed	*Printed*
Title:	**Title:**
Date:	**Date:**

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

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before [Validity.Date].

CONFIRMATION OF ORDER FORM: By signing below, TCC Member hereby directs LIT to enter this order to Ellucian. TCC Member is responsible for making all payments as requested by LIT in a timely manner in accordance with this Order Form and to otherwise comply with the 2022 Master Agreement and the Interagency Agreement between LIT and TCC Member.

TCC MEMBER	
[TCC Member Name (Institution)]	[Client.Number] - [Opp.Number] - [Today's Date (MMDDYY)]

[Preparer's Initials]

NAME OF INSTITUTION: [TCC Member Name (Institution)]
For TCC Member Use: Purchase Order Reference Number (if applicable):
By: _____
Authorized Signature
Name: _____
Printed
Title: _____
Date: _____

Client's Billing Contact Information appears below.

Client Accounts Payable Contact Information:	**Client Cloud Software Provisioning Contact Information:**
Name:	**Name:**
Address:	**Title:**
City, State, Zip:	**Email:**
Email Address:	
PO# (if applicable)	

CERTIFICATE *of* SIGNATURE

REF. NUMBER
USDU7-WJADB-XO32J-NDDF7

DOCUMENT COMPLETED BY ALL PARTIES ON
22 APR 2025 18:34:30 UTC

SIGNER	TIMESTAMP	SIGNATURE
DAWN BRAJKOVICH EMAIL DAWN.BRAJKOVICH@ELLUCIAN.COM	SENT 15 APR 2025 19:35:40 UTC VIEWED 15 APR 2025 19:51:02 UTC SIGNED 15 APR 2025 19:51:23 UTC	 IP ADDRESS 149.24.24.1 LOCATION WEST CHESTER, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 15 APR 2025 19:51:02 UTC	
EMAIL JLSHEPPARD2@LIT.EDU	SENT 15 APR 2025 19:35:40 UTC VIEWED 16 APR 2025 14:01:57 UTC SIGNED 22 APR 2025 18:34:30 UTC	 IP ADDRESS 204.153.35.125 LOCATION BEAUMONT, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 16 APR 2025 14:01:57 UTC	

SECOND AMENDMENT TO 2022 MASTER SOFTWARE LICENSE, SERVICES AND MAINTENANCE AGREEMENT

THIS SECOND AMENDMENT (the "Amendment") is made by and between the **State of Texas**, acting by and through **Lamar Institute of Technology** ("LIT"), an institution of higher education of the State of Texas, for and on behalf of the **Texas Connection Consortium** ("TCC"), and **Ellucian Company LLC** ("Ellucian"), and is effective as of the Execution Date defined herein.

WHEREAS, Ellucian and LIT's predecessor-in-interest (Texas A&M University Corpus Christi), for and on behalf of TCC, entered into a master agreement identified as the 2022 Master Software License, Services and Maintenance Agreement with an Effective Date of September 1, 2022 (the "Agreement" and/or the "2022 Master Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement on the terms herein stated in order to add Austin Community College District as a TCC Member (as such term is defined in the Agreement).

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Amendment, and the consideration extended by and between the parties hereto, the sufficiency of which is hereby acknowledged, Client and Ellucian hereby agree as follows:

1. The Agreement is hereby amended by: deleting Attachment C1 (TCC Members) to Exhibit C of the Agreement and replacing same with the updated Attachment C1 attached hereto as Exhibit 1.

2. This Amendment, together with the Agreement, supersedes any and all prior and contemporaneous understandings or agreements of the parties in regard to the subject matter hereof and constitutes the final, complete, and exclusive statement of the agreement between the parties hereto as relates to amendment of the Agreement.

3. This Amendment may be supplemented, amended, or modified only by the mutual agreement of the parties, which mutual agreement shall be binding if and only if reduced to writing and signed by both parties.

4. Except as set forth above in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of any conflict between the Agreement (including any prior amendments thereto) and this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment with an Execution Date as specified below.

Ellucian Company LLC	**Lamar Institute of Technology**
By: DAWN BRAJKOVICH	**By:** Leanna Odom
Authorized Signature	*Authorized Signature*
Name: Dawn Brajkovich	**Name:** Leanna Odom
Printed	*Printed*
Title: Sr. Director	**Title:** Interim Vice President for F&O/CFO
Date: 06 / 16 / 2025	**Date:** 06/16/2025

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

EXHIBIT 1
UPDATED ATTACHMENT C1 TO EXHIBIT C

ATTACHMENT C1
TCC Members

Below is a listing of TCC Members, current as of the Effective Date of the Second Amendment to the 2022 Master Agreement.

TCC will have the right, from time to time and only on a prospective basis, to add TCC Member(s) to Attachment C1 by notifying Ellucian of the intent to change the list of TCC Members; Ellucian will work with TCC to update this Attachment C1 in response to such notice from TCC. TCC will have also the right, from time to time and only on a prospective basis, to delete TCC Member(s) from Attachment C1 in any instance in which the applicable TCC Member(s) has/have given notice to TCC and Ellucian of such TCC Member(s)' intent to drop Software Support Services for all Ellucian Software licensed under this Agreement or any prior master terms and conditions agreement between TCC (including the TCC Members) and Ellucian. Following Ellucian's receipt of the notice contemplated above, the withdrawing TCC Member(s) shall continue as participating member(s) only until the earlier of (a) such time as Ellucian and TCC, working together, execute a written agreement or exchange emails confirming the removal of the withdrawing TCC Member(s) and providing for insertion of an updated Attachment C1 that will supersede this Attachment C1 or (b) such time as the TCC Member has cancelled all Software licensed under all of its Order Forms. Once the updated Attachment C1 has been given effect by Ellucian and the TCC Member has cancelled all Software licensed under all of its Order Forms, whichever occurs first, such withdrawing TCC Member(s) shall thereafter have no further right to purchase Software or services under this 2022 Master Agreement. The withdrawing TCC Member(s) shall remain liable for payment of Software Support Services fees as provided in Section 2(c) of Exhibit A and Section 5 of Exhibit F.

1	Alamo Community College District	24	Texas A&M University – Corpus Christi
2	Angelo State University	25	Texas A&M University – Kingsville
3	Blinn College	26	Texas A&M University – San Antonio
4	Collin College	27	Texas A&M University – Texarkana
5	El Paso Community College	28	Texas Southern University
6	Lamar Institute of Technology	29	Texas State University – San Marcos
7	Lamar State College – Orange	30	Texas State University System Office
8	Lamar State College – Port Arthur	31	Texas Tech University System
9	Lamar University – Beaumont	32	Texas Tech University
10	Laredo Community College	33	Texas Tech University Health Science Center
11	Midwestern State University	34	Texas Tech University Health Science Center – El Paso
12	Prairie View A&M University	35	Tyler Junior College
13	Sam Houston State University	36	University of Houston (Downtown)
14	San Jacinto Community College District	37	University of Texas – El Paso
15	South Texas College	38	University of Texas – Rio Grande Valley
16	Stephen F. Austin State University	39	University of Texas – San Antonio
17	Sul Ross State University	40	University of Texas Southwestern Medical Center - Dallas
18	Tarleton State University	41	Victoria College
19	Texas A&M Health Science Center	42	Wharton County Junior College
20	Texas A&M International University	43	Texas A&M System Office

21	Texas A&M University	44	Texas Division of Emergency Management
22	Texas A&M University – Central Texas	45	Austin Community College District
23	East Texas A&M University		

Second Amendment to TCC 2022 Master Software License Services and Maintenance Agreement (060425) redline

Final Audit Report 2025-06-16

Created:	2025-06-16
By:	Kim Tran (ktran4@lit.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAARTF74db-r6hsQJTlSHm3_GlTxL9jyXr8

"Second Amendment to TCC 2022 Master Software License Services and Maintenance Agreement (060425) redline" History

Document created by Kim Tran (ktran4@lit.edu)
2025-06-16 - 1:34:29 PM GMT- IP address: 68.206.33.64

Document emailed to Leanna Odom (lodom@lit.edu) for signature
2025-06-16 - 1:37:15 PM GMT

Email viewed by Leanna Odom (lodom@lit.edu)
2025-06-16 - 4:10:21 PM GMT- IP address: 104.47.59.254

Document e-signed by Leanna Odom (lodom@lit.edu)
Signature Date: 2025-06-16 - 4:10:42 PM GMT - Time Source: server- IP address: 204.153.35.125

Agreement completed.
2025-06-16 - 4:10:42 PM GMT

Adobe Acrobat Sign

CERTIFICATE *of* SIGNATURE

REF. NUMBER
JO3YG-3ECFU-UWWKJ-IMQBY

DOCUMENT COMPLETED BY ALL PARTIES ON
16 JUN 2025 20:27:02 UTC

SIGNER	TIMESTAMP	SIGNATURE
DAWN BRAJKOVICH EMAIL DAWN.BRAJKOVICH@ELLUCIAN.COM	SENT 16 JUN 2025 16:24:51 UTC VIEWED 16 JUN 2025 20:26:29 UTC SIGNED 16 JUN 2025 20:27:02 UTC	 IP ADDRESS 149.24.25.1 LOCATION MALVERN, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
16 JUN 2025 20:26:29 UTC