MANAGED SERVICES ORDER FORM

ELLUCIAN COMPANY LLC
2003 Edmund Halley Drive
Suite 500
Reston, VA 20191
("Ellucian")

and

TEXAS SOUTHERN UNIVERSITY
3100 Cleburne Street
Houton, Texas 77004
("Client" or "TCC Member")

WHEREAS, 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 entered in the 2022 Master Software, License, Services and Maintenance Agreement (the "2022 Master Agreement"), as thereafter amended (collectively, the "Agreements");

WHEREAS, Client desires to purchase certain information technology management and leadership services from Ellucian in support of Client's initiatives in the information technology and related areas; and

WHEREAS, Ellucian desires to provide the information technology management and leadership services described herein in accordance with the Agreements and the terms and conditions hereinafter set forth; and

WHEREAS, the Agreements are hereby incorporated by reference. In the event of any conflict or inconsistency between the terms of Agreements and this Managed Services Order Form (the "Order Form"), the terms of the Order Form shall control.

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

1. **Defined Terms.** Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Order Form.

   1.1 Reserved

   1.2 "Ellucian Employees" means all Ellucian employees assigned to render Services under this Order Form.

   1.3 Reserved

   1.4 "Services" means the Managed Services that Ellucian is to provide to Client pursuant to the Statement of Work (or "SOW") attached hereto in Exhibit A and for the remuneration otherwise provided for in the payment schedule attached hereto in Exhibit B, or a correlating amendment to the Order Form.

2. **Statement of Work; Term; Additional Services.**

2.1 Statement of Work. Ellucian agrees to provide to Client the Services identified in the SOW attached hereto in Exhibit A, for the additional fees set forth in the attached Exhibit B, on the terms and conditions set forth in the Agreement as modified by this Order Form.

2.2 Term. The term of this Order Form (the "Order Form Term") will commence on the "Order Form Commencement Date" of **January 1, 2027** and, unless sooner terminated as provided herein or in the Agreement, will end at 5:00 PM local time at the Client's location on the "Order Form Expiration Date" of **December 31, 2028**

Notwithstanding anything in the Agreement to the contrary, except in the case of a termination for material breach, the Order Form Term is for the period beginning on the Order Form Commencement Date and will continue, and remain in full force and effect, until the Order Form Expiration Date in accordance with its terms; and nothing herein or in the Agreement will be deemed to allow Client to terminate this Order Form, or any of the Services identified in the SOW, prior to the Order Form Expiration Date, as applicable.

2.3 Growth in Services. If Additional Services are required or requested, then Ellucian and Client will confer as to the extent of Additional Service, and adjustment of existing Services which may be required or caused by the Additional Services, and agree upon a fee to be charged for the Additional Services, if any, prior to Ellucian being obligated to provide such Additional Services. No Additional Services will be provided, nor will Ellucian be required to provide Additional Services in the absence of a written amendment to this Order Form.

4. **Services ;Payment Terms.** Fees for Services are provided for in Exhibit B, attached hereto. The TCC Member shall pay each invoice to Ellucian in accordance with the 2022 Master Agreement. These 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.

5. **Services Warranty; Disclaimer of Warranties.** Ellucian will render the Services under this Order Form in a professional and workmanlike manner and in accordance with standards of performance generally accepted in the information technology industry. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, ELLUCIAN MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SERVICES, ANY WORK PRODUCT RESULTING FROM ANY SERVICES AND/OR ANY OTHER MATTER RELATING TO THIS ORDER FORM, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **LIMITATIONS OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES WILL ELLUCIAN BE LIABLE, WHETHER CONTRACTUALLY OR IN TORT, FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ORDER FORM OR ELLUCIAN'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER AND WHETHER OR NOT ELLUCIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. ADDITIONALLY, IN NO EVENT WILL ELLUCIAN'S LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE FEES ACTUALLY RECEIVED BY ELLUCIAN FROM CLIENT DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO ELLUCIAN'S LIABILITY FOR DIRECT DAMAGES (OR, IF THIS ORDER FORM WILL HAVE BEEN IN EFFECT LESS THAN THREE (3) MONTHS, SUCH SHORTER PERIOD AS THIS ORDER FORM WILL HAVE BEEN IN EFFECT). CLIENT ACKNOWLEDGES THAT ELLUCIAN HAS SET ITS FEES AND ENTERED INTO THIS ORDER FORM IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF DAMAGES SET FORTH ABOVE, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

7. **Independent Contractor.** It is understood and agreed that Ellucian and each Ellucian employee are acting as independent contractors in performance of its obligations hereunder. Nothing herein contained will be construed as creating the relationship of principal and agent, or employer and employee, or partnership or joint venture between Ellucian and Client, or between any employee of Ellucian and Client. Both parties acknowledge that Ellucian is not an employee for state or federal tax purposes or for any other purpose. Ellucian and Ellucian employees will retain the right to perform services for others during the Order Form Term.

8. **Dispute Resolution Procedure.** Any dispute arising under or relating to this Order Form shall be resolved in accordance with the dispute resolution provisions set forth in the 2022 Master Agreement, which are incorporated herein by reference and shall govern notwithstanding anything to the contrary in this Order Form

9. **Non-Solicitation.**

9.1 Non-Solicitation by Client; Hiring Fee. During the Order Form Term, Client will not, without Ellucian's prior written consent (which consent may be withheld at Ellucian's sole discretion), seek to enter, negotiate with the intent to enter, or enter into any contract (including, but not limited to, an employment contract, facilities management contract or consulting contract, and whether oral or written) with any Ellucian Employee or former Ellucian Employee, whereby the Ellucian Employee/former Ellucian Employee would provide to Client all or part of the Services provided by Ellucian to Client under this Order Form.

Upon termination of this Order Form, and continuing for a period of one (1) year after the termination of this Order Form, Client will pay to Ellucian a one-time fee upon entering into any contract (including, but not limited to, an employment contract, facilities management contract or consulting contract, and whether oral or written) with a Ellucian Employee/former Ellucian Employee, whereby the Ellucian Employee/former Ellucian Employee would provide to Client all or part of the services provided by Ellucian to Client under this Order Form. The one-time fee will be equal to twenty-five percent (25%) of the initial annual base salary to be paid by Client to the Ellucian Employee/former Ellucian Employee.

9.2 Non-Solicitation by Ellucian. Beginning on the Order Form Commencement Date and continuing for a period of one (1) year after the expiration or termination of this Order Form, Ellucian will not, without Client's prior written consent (which consent may be withheld at Client's sole discretion), enter into any contract (including, but not limited to, an employment contract, facilities management contract or consulting contract) with (i) any Client Employee or former employee, or (ii) any person, firm, corporation or enterprise by which the Client Employee is employed or with which such Client Employee is affiliated (including, but not limited to, as a consultant, shareholder, partner, officer or director) ("Client Employee's New Firm"), whereby the Client Employee or Client Employee's New Firm would provide services to Ellucian, or another on behalf of Ellucian.

In the event of a breach of the provisions of this Section 9.2, Client may take any and all remedies at law or in equity to enforce the provisions of this Section 9.2, including, but not limited to, seeking injunctive relief to enforce adherence to the provisions of this Section 9.2. The parties acknowledge that it will be difficult, if not impossible, to determine damages caused by violation of the provisions of this Section 9.2 and a remedy at law may not be adequate, and therefore Client may seek injunctive relief without having first to seek a remedy at law.

10. **Subcontracting.** Client understands and agrees that Ellucian may subcontract with Ellucian-affiliated companies and/or third parties to perform some or all of the Services described in this Order Form, provided, however, that: (i) Ellucian will not be relieved of any duty, responsibility or liability under this Order Form by

reason of any such subcontracting, and (ii) Ellucian will at all times remain responsible to Client for the performance of the Services under this Order Form.

11. **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 . 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 , the terms of the 2022 Master Agreement will take precedence and control. Any fees due under the 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.

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

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before December 31, 2026

Ellucian		**Client**	
By:	_____	**By:**	_____
	Authorized Signature		*Authorized Signature*
Name:	_____	**Name:**	_____
	Printed		*Printed*
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

Client
Accounts Payable Contact Information

Name: _____

Address: _____

City, State, Zip: _____

Email Address: _____

Purchase Order #:
(if applicable) _____

Exhibits Attached:

Exhibit A – Statement of Work
Exhibit B – Annual Fees, Payment Schedule;

EXHIBIT A: STATEMENT OF WORK

Statement of Work (SOW): Ellucian Managed Services

This Statement of Work (SOW) defines the scope, deliverables, responsibilities, and performance expectations for a Managed Services Modernization Pod engagement delivered through Ellucian Managed Services (EMS). The Managed Services Modernization Pod shall provide coordinated advisory, design, build, and remediation services in support of the Client's ERP modernization initiative. The engagement shall be staffed and led as an integrated delivery construct comprised of a Strategic Engagement Manager, an Enterprise and Solution Architects, functional consultants, and technical delivery resources, as applicable, to develop and execute an enterprise modernization plan aligned to institutional priorities, operational requirements, and SaaS platform capabilities. These Services supplement the implementation services provided under Client's applicable Modernization Order Form and implementation Statement of Work. The Managed Services Modernization Pod provides additional advisory, architectural, development, and modernization support services through EMS during Client's modernization initiative. These Services are intended to complement, and do not replace, modify, or expand the implementation services, implementation deliverables, or implementation milestones described in the applicable implementation Statement of Work.

1. Oversight and Coordination

Ellucian shall provide oversight and coordination services through a Strategic Engagement Manager as the lead project manager supported by an Enterprise Solutions Architect. Together, these roles shall coordinate the development and execution of the Client's enterprise modernization plan in support of the implementation services being delivered pursuant to the applicable implementation Statement of Work, across the Client's enterprise, including scope alignment, milestone planning, stakeholder coordination, dependency management, risk tracking, and issue escalation.

These services shall include the facilitation of modernization planning sessions, design reviews, status reporting, and decision support across business and technical stakeholders. Ellucian shall maintain an integrated view of work efforts across the modernization pod and shall coordinate activities such that the sequencing of work remains aligned to the Client's priorities, implementation readiness, and enterprise considerations. In support of this work effort, Ellucian will leverage the EDCC (Enterprise Delivery Command Center) and other internal delivery governance methodologies to

provide centralized visibility, governance, and coordination across workstreams, enabling proactive dependency management, risk mitigation, and alignment of delivery milestones with overall program objectives.

Ellucian may utilize commercially reasonable collaboration, document management, and knowledge-sharing tools (including Box or successor technologies) as the centralized repository for the storage and management of project-related recordings, client documents, and supporting artifacts. All materials will be organized in a structured manner to support appropriate access, version control, and traceability. Ellucian will maintain access permissions in alignment with agreed-upon governance and security standards, ensuring that only authorized stakeholders can view or modify content. Recordings (if any) of project meetings, key decisions, and deliverables will be retained for the duration of the engagement, unless otherwise agreed, to support knowledge continuity, auditability, and reference for ongoing and future activities.

1.1. Deliverables

Deliverable	Description	Frequency/Timeline
ERP Modernization Program Plan	Utilizing the overall Ellucian modernization plan, capture the customer side enterprise plan scope, objectives, assumptions, sequencing, dependencies, milestones, and governance structure.	Initial setup; updated as needed
Integrated Project Schedule	Consolidated schedule reflecting activities across solution design, development, testing, remediation, and deployment.	Initial setup; maintained weekly
Governance and Decision Log	Record of meetings, action items, key decisions, approvals, and unresolved items requiring escalation.	Ongoing
Risk and Issue Register	Centralized log of project risks, issues, mitigation actions, owners, and escalation status.	Ongoing; reviewed regularly

Deliverable	Description	Frequency/Timeline
Stakeholder Status Reporting	Progress updates summarizing accomplishments, upcoming activities, risks, dependencies, and decisions required.	Monthly
Readiness and Coordination Materials	Agendas, action trackers, planning documents, and coordination artifacts supporting execution.	Ongoing

2. Extensibility Development

Ellucian shall provide extensibility development services led by the Enterprise Solutions Architect and supported by appropriate functional and technical resources. Such services shall include broad functional business process review such that end-to-end campus considerations are identified, documented, and incorporated into enterprise planning and solution design.

Ellucian shall coordinate with functional consultants and other subject matter resources to design and build SaaS extensibility solutions in support of the Client's modernization initiative. These services may include requirements elicitation, process mapping, future-state design, solution configuration guidance, backlog refinement, build coordination, and validation of proposed extensibility approaches to ensure alignment with business requirements, platform capabilities, and supportability expectations.

2.1. Deliverables

Deliverable	Description	Frequency/Timeline
Functional Process Review Findings	Documentation of current-state and future-state business processes, pain points, and modernization opportunities.	Per functional area or initiative
Extensibility Design Blueprint	Detailed design for extensibility requirements, including business rules, workflows, inputs, outputs, and dependencies.	Per initiative

Deliverable	Description	Frequency/Timeline
Requirements Traceability Matrix	Cross-reference of business requirements to design decisions, build items, and validation outcomes.	Updated throughout design and build
Functional Design Specifications	Detailed functional specifications supporting the development of extensibility solutions.	Per deliverable
Build Support Artifacts	Backlog items, solution notes, design decisions, and validation checkpoints supporting implementation.	Ongoing

3. Integration Modernization

Ellucian shall design and develop a modern integration landscape using SaaS-safe tooling on the Ellucian Student platform. Such services shall leverage both productized integrations and best-practice localized integrations, as appropriate, to encourage a well-connected enterprise architecture that supports secure, scalable, and maintainable data exchange.

Ellucian shall assess the existing integration environment, define the target integration architecture, identify appropriate interface patterns, and develop integrations that support the Client's operational and modernization requirements. Services may include interface analysis, mapping, transformation logic, error handling, monitoring, testing support, deployment coordination, and production readiness activities. Ellucian shall not be responsible for the operation or modification of third-party solutions except to the extent expressly required for integration development under this SOW.

Ellucian will support the Client in configuring the Client's application environment appropriately to support integration development activities, including establishing secure connectivity to development tools such as Microsoft Visual Studio (or equivalent) integrated development environments (IDEs). This connectivity will enable efficient design, development, testing, and deployment of integrations in alignment with agreed architectural and security standards.

Ellucian will leverage modern development practices and tools to accelerate delivery and improve quality, including the use of artificial intelligence capabilities made available

through Ellucian-licensed providers (e.g., internally approved artificial intelligence technologies made available through Ellucian or its authorized providers such as Claude, GPT, or similar technologies). These AI tools may be utilized to assist with code development, documentation, data transformation logic, and troubleshooting, while adhering to applicable data privacy, security, and governance requirements. Any use of AI by Ellucian will be consistent with enterprise standards and will not expose sensitive Client data beyond approved and secured environments.

3.1. Deliverables

Deliverable	Description	Frequency/Timeline
Functional Process Review Findings	Documentation of current-state and future-state business processes as visualized through Ellucian's capability model, pain points, and modernization opportunities.	Per functional area or initiative
Extensibility Design Blueprint	Detailed design for extensibility requirements, including business rules, workflows, inputs, outputs, and dependencies.	Per initiative
Requirements Traceability Matrix	Cross-reference of business requirements to design decisions, build items, and validation outcomes.	Updated throughout design and build
Functional Design Specifications	Detailed functional specifications supporting the development of extensibility solutions as visualized through Ellucian's capability model.	Per extensibility solutions
Build Support Artifacts	Backlog items, solution notes, design decisions, and validation checkpoints supporting implementation.	Ongoing

4. Reporting Strategy & Remediation

Ellucian shall assess, recommend, and develop a modern reporting solution best leveraging the combined Ellucian Insights and other Client reporting environments. Such services shall include the evaluation of current reporting assets, identification of obsolete or duplicative reports, prioritization of remediation needs, and development of reports aligned to new data structures resulting from the modernization effort.

Ellucian shall perform report writing and remediation activities necessary to rewrite reports against the new data structures, including operational, analytical, and compliance-related reporting as required. Ellucian shall coordinate with business owners to validate reporting requirements, confirm intended outputs, and encourage reporting solutions that are supportable, accurate, and aligned to the Client's target-state reporting strategy.

4.1. Deliverables

Deliverable	Description	Frequency/Timeline
Functional Process Review Findings	Documentation of current-state and future-state business processes as visualized through Ellucian's capability model, pain points, and modernization opportunities.	Per functional area or initiative
Extensibility Design Blueprint	Detailed design for extensibility requirements, including business rules, workflows, inputs, outputs, and dependencies.	Per initiative
Requirements Traceability Matrix	Cross-reference of business requirements to design decisions, build items, and validation outcomes.	Updated throughout design and build
Functional Design Specifications	Detailed functional specifications supporting the development of extensibility solutions.	Per deliverable
Build Support Artifacts	Backlog items, solution notes, design decisions, and validation checkpoints supporting implementation.	Ongoing

5. Ellucian Lifeline; Connectivity, Licenses, and Ownership

The Ellucian Lifeline provides secure remote access for infrastructure management services. Lifeline addresses the particular needs of the Client in the areas of ERP support, and problem resolution by providing a secure communication pathway for local and remote support staff into the Client's network.

Ellucian's Support Operations Staff will work with the site management team and appropriate security staff to define those user rights that are to be granted to the various support groups. All authorized access is based on group settings in an Active Directory server located at the Ellucian facility.

5.1. General Responsibilities

Ellucian will:

- Provide necessary hardware and/or software to enable Lifeline service.
- Work with site staff to deploy and connect Lifeline appliance or application to Client's network.
- Work with Client staff to define those user rights that are to be granted to the engaged support services.
- Maintain hardware and device operating systems, patches, and upgrades including preliminary testing of all patches and upgrades in a test environment before deployment to production environments.
- Provide for user provisioning and de-provisioning centrally.
- Monitor the Lifeline appliance or application on a 24x7 basis for availability.

5.2. Licenses, Ownership and Responsibilities

Lifeline and all its elements will remain the property of Ellucian. Client will have no right, title or interest therein except the limited rights of access and use as specified above. All repairs made to the Lifeline appliance are the responsibility of Ellucian. Client will provide Ellucian with physical access to supported equipment as needed for onsite activities. Client will allow required firewall configuration changes for Lifeline appliance authentication and access.

6. Resourcing Allocations and Scope

Ellucian shall provide staffing resources as outlined in the table below. Total resource allocation represents resource delivery capacity for all service types within the annual financial commitment between Ellucian and Client as of the execution date of this SOW.

For clarity, resource allocations represent available delivery capacity and not dedicated named personnel. Ellucian may assign, replace, rotate, or supplement personnel possessing comparable qualifications to perform the Services. Resource capacity may be allocated across the Services described in this SOW based upon Customer priorities, implementation sequencing, and mutual planning.

To a contract average of 4.6 FTE per year.

Resource Type
General Manager Serves as the executive partner throughout entire engagement.
Strategic Engagement Director Serves as the senior-most customer engagement leader. Provides overall project management oversight and delivery. Responsible for the successful utilization of resource allocations on behalf of customer success.
Enterprise Architect Engaged in advance to define target-state enterprise architecture, roadmap, and alignment with enterprise strategies. During implementation, validates design decisions, ensures architectural compliance, and supports security and scalability planning. Post-go-live, oversees refinement, integration maturity, and long-term architectural alignment.
Solutions Architect Serves as the senior-most solution leader with the Client. Designs the implementation of technology solutions that meet business needs, ensuring systems are scalable and aligned with organizational goals.
Functional Business Consultant Assist the Client with refinement of their business processes and optimization of the administrative solution configurations to more closely align with institutional goals and objectives.
Enterprise Application Developers Provides enterprise application development and report development in support of the transition to Ellucian Student.

Ellucian may use multiple individuals, as well as any combination of remote delivery locations, to fulfill the allocated roles. In this regard, so long as the level of service is not materially affected, Ellucian reserves the right to change the mode of delivery of services being provided under this SOW. Ellucian may use a combination of remote services, leveraged services, centralized services, and onsite services to provide the services described under this SOW. Ellucian is not committing to retain personnel on the Client's site, and the parties acknowledge that, with evolution of technology, it may become expedient to provide services using any or all of the previously described modes of service

delivery.

7. General Service Conditions & Agreements

The following conditions outline general service delivery conditions.

7.1. Overall Conditions

- All service deliverables and outcomes depend on timely Client cooperation, decisions, access, and information.
- Work outside defined and agreed scope must be mutually agreed in writing.
- Client and Ellucian will jointly prioritize requested activities throughout the engagement. Where requested activities exceed available resource capacity, Ellucian may recommend reprioritization based upon implementation milestones, project dependencies, and modernization objectives.
- Requests that expand the Services described in this SOW or exceed the allocated resource capacity shall require the parties' mutual written agreement.
- The Client retains all responsibility for data accuracy, business rules, institutional policy, and regulatory compliance.
- Ellucian may deliver services through remote, onsite, or blended teams.
- Ellucian is not a "third-party servicer" as defined by the United States Department of Education and so Ellucian does not perform business process operations associated with financial aid.
- Ellucian will not act as an agent of the institution by making decisions on behalf of the institution or making submissions of data or reports, to third-party or government agencies.
- Ellucian will not interpret regulatory or legal requirements.
- Without limitation, the following tasks are specifically excluded from Ellucian's services:
    - For financial aid: any tasks that update student records manually, in batch, and/or via scripts or job schedulers (for example: awarding, packaging, disbursement, grouping, batch posting, etc.) in a production environment.

    - For finance and accounts receivable: any tasks that update financial records manually, in batch, and/or via scripts or job schedulers in a production environment.
    - For payroll: running the payroll process in a production environment.
- Ellucian will not receive nor distribute funds on behalf of the Client. For example, financial aid awarding, cashiering and payroll.
- Unutilized hours within the daily, monthly, annual allocation do not carry over to subsequent terms. To maximize value, Clients are encouraged to plan and utilize resourcing hours within the designated month of the given term.

7.2. Client Responsibilities

The Client shall designate appropriate executive sponsors, operational leads, functional subject matter experts, and technical points of contact with authority to participate in planning, review, and decision-making activities necessary to support timely delivery.

The Client shall provide timely access to relevant personnel, business process documentation, system information, reporting requirements, data definitions, integration details, security prerequisites, and other materials reasonably required by Ellucian to perform the services described in this SOW. The Client shall also ensure that such information is complete and accurate to the best of its knowledge.

The Client shall review deliverables, provide feedback, make decisions, and approve required changes within timeframes sufficient to avoid undue delay to the project schedule. Delays in customer review, approval, or decision-making may affect delivery sequencing, resource utilization, and milestone completion.

The Client shall participate in workshops, validation sessions, testing activities, and readiness reviews as reasonably required to confirm that delivered solutions meet business requirements and are suitable for production use. The Client shall designate personnel with the appropriate functional and technical knowledge to support such activities.

The Client shall remain responsible for institutional policies, business rules, compliance obligations, data stewardship, and final operational decisions related to its enterprise systems and reporting environment. Ellucian shall provide advisory, design, configuration, development, and remediation services, as set forth herein, but shall not assume responsibility for institutional governance, legal interpretation, or regulatory decision-making.

The Client shall maintain the technical and operational prerequisites necessary for Ellucian to perform the services, including access credentials, environments, connectivity, security approvals, and any required third-party coordination under Client control. Where dependencies exist outside of Ellucian's direct control, the Client shall reasonably support their resolution.

Note: All deliverables, timelines, and metrics will be tailored to the specific needs, size, and strategic priorities of the Client. Regular reviews and adjustments are recommended to ensure ongoing alignment and value realization.

EXHIBIT B – ANNUAL FEES, PAYMENT SCHEDULE

Month	FY 2027	FY 2028
January	$73,192	$73,192
February	$73,192	$73,192
March	$73,192	$73,192
April	$73,192	$73,192
May	$73,192	$73,192
June	$73,192	$73,192
July	$73,192	$73,192
August	$73,192	$73,192
September	$73,192	$73,192
October	$73,192	$73,192
November	$73,192	$73,192
December	$73,192	$73,192
Total	**$878,304**	**$878,304**

Notes:
A) The fees expressed above are for services provided during the period starting January 1, 2027 through December 31, 2028.

B) Fees are payable in monthly installments. Except for the first month's payment which is due with the execution of this Order Form, all monthly payments shall become due upon the 1st of the month indicated the table above.

C) All Fees include all out-of-pocket expenses incurred by Ellucian for performance under the Order Form.