TEXAS CONNECTION CONSORTIUM

ORDER FORM

LIT Control Number:	
TCC Member Name	Texas Southern University
	("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 **January 1, 2027** (the "Beginning Date") and ending on **August 31, 2036** (the "Expiration Date") 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. Exhibits 1-7 are incorporated herein by this reference.

CLOUD SOFTWARE [1,2]			
Description	**Beginning Date**	**Expiration Date**	**Fee**
Ellucian Student Signature - Advanced Administration (capabilities include recruiting & admissions, student aid, student success, business process automation, LMS connector, document management, enhanced reporting and analytics, agentic chat-based user experience, 500K agentic requests, communication	January 1, 2027	August 31, 2036	Included
Ellucian HCM and Finance – Advanced Administration [6]	January 1, 2027	December 31, 2027	Included
Credential Discovery (Formerly Award)	September 1, 2028	August 31, 2036	Included
PRORATED FEE (for partial Contract Year ending August 31, 2027)			**$935,949** [5]
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2028)			**$1,204,070**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2029)			**$1,232,944**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2030)			**$1,269,933**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2031)			**$1,308,031**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2032)			**$1,347,272**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2033)			**$1,387,690**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2034)			**$1,429,320**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2035)			**$1,472,200**
TOTAL CLOUD SOFTWARE FEE (for Contract Year ending August 31, 2036)			**$1,516,366**

Notes to Cloud Software Table:

[1] For a description of the product details and applicable terms of service, see the Product Specifications attached hereto as part of collective **Exhibit 4.**

[2] The Contracted FTE applicable to this Software is 8,499.

[3] Includes an allotment of up to 500,000 requests for use with the Agentic Chat-Based UI.

[4] Includes connection to one (1) learning management system ("LMS") for Blackboard.

[5] Ellucian will issue a one-time credit in the amount of $100,000 to be applied to Client's account for use towards the initial Contract Year Cloud Software subscription fees for the period from January 1, 2027 through August 31, 2027. Ellucian's obligation to provide credit(s) under this Order Form is conditioned on an Execution Date on or before September 30, 2026 and is further conditioned on Client remaining current on all fees payable to Ellucian under the Agreement; for the avoidance of doubt, any one-time credits issued under this Order Form may only be applied to the subscription fees described herein and may not be applied to any other fees for software, services, or subscription agreement(s) between the parties.

[6] In the event Client is not live on the ERP Cloud Software by December 31, 2027, through no fault of Ellucian, the parties shall negotiate in good faith a renewal Order Form for Ellucian HCM and Finance – Advanced Administration Cloud Software as necessary to support Client's continued transition.

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

Invoicing. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client 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, Cloud Software, and/or Managed Cloud Services

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 fees 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.
- **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.

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 December 31, 2026.

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 **NAME OF INSTITUTION:** Texas Southern University
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)	

Schedule A

Service Configuration and System Inventory

Customer	Texas Southern University
Contracted FTE	9999 FTE
Allotted Registration Concurrency	1,000

Application Inventory

Core ERP Application:	**Production Instance**	**Non-Production Instance**
Description	Count	Count
Banner ERP Base (Database, JobSub, Banner Self-Service, Banner 9 Applications, BEP, BEIS, ESM, Payment Gateway Interface, Site to Site VPN, Ethos API Framework)	1	2
Additional Non-Production Instances	N/A	2

Product Components:	**Production Instance(s)**	**Non-Production Instance(s)**
Description	Count	Count
Ellucian DegreeWorks	1	1
Ellucian Degree Works Transfer Equivalency	1	1
Evisions Argos	1	1
Evisions FormFusion	1	1
Evisions IntelleCheck[1]	1	1
Banner Enterprise Job Scheduler By Automic	1	1
Banner Cloud Reporting Database w/ Near Real-Time Reporting	1	1
Banner Document Management (1TB)[2]	1	1
Software Svcs Delaware Axiom Elite for HE	1	1
Ellucian Cloud Peering Service (Tier 1)	1	1

Baseline Integrations

Function	Path	Protocol

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

*Authentication is based on the Client's directory.

Validation of 3rd Party Licenses		
Quantity	Description	Provided by[3]
13	Application Specific Hosted Oracle Enterprise Database	Ellucian
13	Application Specific Hosted Oracle Diagnostics and Tuning Pack	Ellucian
2	Oracle Programmer License	Ellucian
1	Secure Socket Layer (SSL) / Transport Layer Security (TLS) Certificate	Ellucian

[1] The software identified by this note 1 is provided by Client pursuant to its direct license(s) with the licensor(s) of such Other Vendor Software for same. To the extent that Schedule A identifies any software that was not licensed to Client by Ellucian ("Other Vendor Software") Client's execution of the Order Form constitutes a warranty and representation by Client that Client has obtained all rights required or appropriate to enable Ellucian to provide hosting services and other services in connection with such Other Vendor Software, without the payment of any amounts or the provisions of any additional consideration by Ellucian to the licensor of such Other Vendor Software or to any other person or entity whatsoever. Ellucian will not be responsible for the operation and maintenance of Other Vendor Software unless specifically set forth in Schedule A. Client will be solely responsible for obtaining the right for Ellucian to have access to and use all software (inclusive of database and middleware) and resources in order for Ellucian to perform hosting services, including without limitation all permissions and sublicenses required from third party vendors ("Third Party Access Rights"). Ellucian will not be liable for Client's failure to secure sufficient Third-Party Access Rights licenses. In addition, Ellucian will not be responsible for non-performance if Ellucian's non-performance is caused by Client's failure to obtain the requisite Third Paty Access Rights. Ellucian will not be liable for any damages suffered by Client by reason of any failure or non-performance in Other Vendor Software or third-party hardware. Upon request, Client will provide documentation to Ellucian of its licenses for Other Vendor Software prior to Ellucian making adjustments to the resources used to provide hosting services.

[2] During the term of the agreement, Ellucian reserves the right to charge Client additional fees if Client exceeds allotted storage for Banner Document Management in increments of 1TB. Prior to charging the Client, Ellucian will work with Client in good faith to reduce storage utilization. If client is unable to reduce storage allotment, an order form will be sent

to Client for execution.

[3] For the avoidance of doubt, Ellucian is providing the product name and quantity of Oracle licensing required for the Managed Cloud environment listed in the Schedule A form above. The above Oracle licensing requirements are based on the current applications and infrastructure configuration identified in the table and should any changes occur to the applications or the cloud infrastructure, the customer will be responsible for procuring any additional Oracle licenses required.

Transition from Transitioning Software to Cloud Software. Client will continue to pay Software Support Services through December 31, 2026 for the following Software previously licensed by Client from Ellucian (all of which is referred to herein, collectively, as the "Transitioning Perpetual Software"):

- Banner Financial Aid
- Banner Student
- Banner Student Self-Service
- Banner Faculty Self-Service
- Ellucian Degree Works & Transfer Equivalency (aka TreQ)
- Financial Aid FM Needs Analysis

Effective on January 1, 2027, Client will begin transitioning from its use of the Transitioning Software to use of Ellucian Student Signature.

Transition Software Support Services for Transitioning Perpetual Software. Client has a continuing license to use the Transitioning Perpetual Software in accordance with the terms and conditions contained in the 2022 Master Agreement during the Transition Period as defined in this Exhibit 1. Commencing on January 1, 2027 the fees for Software Support Services payable by Client with respect to the Transitioning Perpetual Software will be reduced by fifty percent (50%), prospectively, after which Client will only be entitled to receive Transition Support on the Transitioning Perpetual Software, at no separate charge, during Client's transition from the Transitioning Perpetual Software to Client's live, production use of Ellucian Student Signature Cloud Software (the "Transition Period"). Client acknowledges and agrees that Ellucian's obligations to provide Maintenance (sometimes referred to elsewhere as Software Support Services and/or Improvements) during the Transition Period will be limited to telephone support, regulatory releases and defect corrections only (collectively, "Transition Support"). Specifically, Client will not be entitled to use any new product enhancements that may become available during the Transition Period (including, without limitation, provision of updates, telephone support, and error corrections) for the Transitioning Perpetual Software, as provided-for under the 2022 Master Agreement. Client must provide Ellucian with at least thirty (30) days prior written notice of its intent to use Ellucian Student Signature Cloud Software in a live, production environment, signifying the end of the Transition Period. Upon receipt of such written notice from the Client, Ellucian shall terminate Client's licenses to the Transitioning Perpetual Software (only), effective on the first day of the next month following the end of such thirty (30) day notice period (the "Transition Period End Date"); thereafter, Ellucian shall be under no obligation to provide Software Support Services (and therefore Client shall have no further obligation to pay for Software Support Services) for the Transitioning Perpetual Software following the Transition Period End Date. If Client has prepaid Software Support Services fees for the Transitioning Perpetual Software for any period beyond December 31, 2026, Ellucian will issue a credit to Client for such prepaid Software Support Services fees which credit will be applied toward the subscription fees payable hereunder for Ellucian Student Signature.

Terminating Software. Client has an ongoing license for use of certain other Software as more particularly identified in this Exhibit 2, as previously licensed to Client by Ellucian. Software listed below may be referred to herein collectively as the "Terminating Software." For the avoidance of doubt, this Order Form does not change the licensing terms and restrictions applicable to such Terminating Software. During the Maintenance Term applicable to the Terminating Software, Ellucian will continue to provide Software Support Services (including Maintenance) on the Terminating Software in accordance with the terms and conditions of the 2022 Master Agreement and Client will pay the fees specified in the 2022 Master Agreement on the basis of a Contract Year. Ellucian's obligations to support the Terminating Software shall cease on August 31, 2028. Absent any further amendment or extension with respect to continuing Software Support Services for Terminating Software, Software Support Services fees for each subsequent Contract Year after the applicable Maintenance Term will be specified by Ellucian in an annual invoice and will increase in accordance with Ellucian's then-current rates, subject to any terms with Client or TCC.

- Banner Integration for Xtender (Document Management Integration Component)
- fsaAtlas (Student & Scholar Mgmt for Banner)
- EMC ApplicationXtender
- Banner Enterprise Job Scheduler
- Evisions Argos
- Application Xtender Reports Management
- Evisions FormFusion
- Application Xtender Test Bundle
- Ellucian Application Xtender xPlore
- Banner Advancement
- Banner Alumni Self-Service
- Banner Finance
- Banner Finance Self-Service
- Banner HR
- Banner Employee Self-Service

Terminating Managed Cloud Fees during Transition Period. Ellucian will continue to provide the Terminating Managed Cloud in accordance with the terms and conditions of the 2022 Master Agreement through December 31, 2027. Client's obligation to pay fees for Terminating Managed Cloud in accordance with the terms and conditions of the 2022 Master Agreement shall continue through December 31, 2027.

Ellucian's obligations to support the Terminating Managed Cloud shall cease on December 31, 2027. If Client has any prepaid Terminating Managed Cloud fees beyond December 31, 2027, Ellucian will issue a credit to the Client for such prepaid Terminating Managed Cloud fees, which credit will be applied toward the subscriptions fees payable hereunder for Ellucian Student Signature. Absent any further amendment or extension with respect to continuing the Terminating Managed Cloud fees for each

subsequent Contract Year after December 31, 2027 will be specified by Ellucian in an annual invoice and will increase in accordance with Ellucian's then-current rates, subject to any terms with Client or TCC. A description of the Terminating Managed Cloud being terminated is detailed in the Service Configuration and System Inventory document which is incorporated into this Order Form as Schedule A.

Exhibit 4 Product Specifications

Offering	**Ellucian Student Signature**[1]
License Type	Cloud Software
Deployment	SaaS[2]

Includes	Administrative and self-service[3]:
	• Recruiting & Admissions capabilities
	  ○ International Student Management
	  ○ Lead Generation
	  ○ Application Management
	• Student Aid capabilities
	  ○ Student Aid Management
	  ○ Scholarship Management
	  ○ Net Price Calculator
	• Student Success capabilities
	  ○ Enrollment Management
	  ○ Registration
	  ○ Grading
	  ○ Degree Audit
	  ○ Academic History & Conferral
	  ○ Student Accounts & Receivables
	  ○ Decision Management
	  ○ Appointment Scheduling
	  ○ Smart Planning & Registration
	• HCM & Finance (Optional)
	SaaS Platform capabilities:
	• Business Process Automation
	• Document Management (5TB data storage limit)
	• Reporting & Analytics (2TB data storage limit)
	• Central Workspace
	• Built-In LMS Connectors
	• Productized Integrations
	• Data Orchestration
	• Regulatory Compliance Reporting
	• Agentic Chat-Based UI †
	• AI Writing Assistant
	• Forms Assistant
	
	On-Demand Training package (25 users)
	Three (3) SaaS Environments [one (1) production and two (2) non-production]

Pricing Metrics	Annual Subscription Fee† based on FTE
Maintenance Standards	Please see Subscription Advantage Plus Level
Service Level Agreement	99.9% Availability Please see Ellucian Cloud Service Level Agreement
HW / SW Dependencies	N/A
SW Supplements	N/A
Available Services	Please work with your Account Executive for appropriate professional services.
Cloud Standards	Please see Ellucian Cloud Software Standards
Common Add-On Offerings	Recruiting & Admissions Advantage Module Student Aid Advantage Module Student Success Advantage Module Lifelong Learning Advantage Module Advancement Advantage Module Additional document management (per 5 TB) Additional reporting storage (per 1 TB) Additional On-Demand Training users (per 25) Additional messages for agentic features (per 500K) Ellucian Purchase by ESM Ellucian Supplier Management by ESM Ellucian Invoice by Emburse Ellucian Travel & Expense Management by Emburse Ellucian Talent Management by NEOED Ellucian Payment Center powered by TouchNet

Notes	1	Advanced administration indicates the technical infrastructure and data models that power your ERP
	2	Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at http://aws.amazon.com/legal.
	3	See addendum for full matrix of features within each capability

† As specified/described in an Order Form

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Offering	**Credential Discovery** [1]
License Type	Cloud Software
Deployment	SaaS
Capabilities (sold a la carte)	• Automated Credential Discovery • Credential Visibility • Personalized Outreach Strategics • Efficient Data Accessibility & BI Integration
Pricing Metrics	Annual Subscription Fee† based on FTE
Maintenance Standards	Please see Subscription Advantage Plus Level
Service Level Agreement	99.9% Availability Please see Ellucian Cloud Service Level Agreement
HW / SW Dependencies	Ellucian Student Essentials or Ellucian Student Signature
SW Supplements	N/A
Available Services	Please work with your Account Executive for appropriate Professional Services.
Cloud Standards	Please see Ellucian Cloud Software Standards
Notes	[1] Ellucian currently utilizes Amazon Web Services ("AWS") for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at http://aws.amazon.com/legal.

† As specified/described in an Order Form

Revision Date: March 16, 2026
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EXHIBIT 5

ELLUCIAN DEFINITIONS

Each term defined below has the meaning given to that term below whenever the term is used in an Order Form or the Documentation unless otherwise defined in the Order Form.

"Baseline" means the general release version of the Software as updated through Ellucian's provision of both warranty services and Software Support Services, but without any other modification.

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

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

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

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

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

"Delivery Address" means the Client shipping address identified in an Order Form.

"Delivery Date" means the date on which the Software is shipped to the Delivery Address F.O.B. place of shipment or is otherwise made available to Client (i.e., electronic access).

"Documentation" means the on-line and hard copy specifications that Ellucian provides for the Baseline Software and that describe the support, functional and technical capabilities of the Baseline Software, including support details, usage guides, service level descriptions and other similar documentation (see, e.g. https://www.ellucian.com/contracts-and-documentation), as updated by Ellucian from time to time.

"Equipment" means the hardware and systems software configuration identified in the Order Form as the Equipment.

"Execution Date" means, with respect to an agreement or any Order Form, the latest date shown on the signature page of the agreement or that Order Form, as applicable.

"Full Time Equivalent" or "FTE" (**United States only**) 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.

"Full Time Equivalent" or "FTE" (**Canada only**) 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.

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

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

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

"Order Form" means an ordering document between Client and an Ellucian company that expressly references and incorporates the master agreement. If any terms of an Order Form conflict with any of the master agreement, the terms of the Order Form will control.

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

"Software" means a computer software program licensed or made available to Client pursuant to an Order Form. Software includes source code (if provided), object code, Documentation, all updates and modifications, and all Intellectual Property Rights for the Software.

"Software Supplement" means additional terms and conditions applying to particular Software, as specified in the Documentation. If any terms of a Software Supplement conflict with any other terms of an Order Form, the terms of the Software Supplement will control.

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

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

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EXHIBIT 6

Ellucian Cloud Service Level Agreement

1. Coverage and Terminology.

This Service Level Agreement (the "SLA") applies to the production Cloud Software instance supported under the Order Form.

Availability: "Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the production Cloud Software is available for remote access by Client as measured by Ellucian pursuant to the Service Level Objectives defined in the Service Level Objective section below.

Measurement: Availability is measured as the ratio of actual Availability to expected Availability resulting in an "Achieved Availability" percentage. Achieved Availability is determined by calculating the aggregate minutes, during the periods the production Cloud Software instance is scheduled to be available ("Scheduled Uptime"), that the production Cloud Software instance is unavailable for use by Client ("Unscheduled Outage"), divided by the total aggregate minutes of scheduled Availability for the month which is Scheduled Uptime minus the time the production Cloud Software is scheduled to be unavailable with Client agreement ("Scheduled Downtime"), and rounded to the nearest 10th (tenth) unless otherwise indicated in the specific SLA definition. The "Achieved Availability" calculation is expressed as:

Achieved Availability = 1 – (Unscheduled Outage / (Scheduled Uptime - Scheduled Downtime))

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

2. Service Level Objective.

Ellucian aims to achieve one hundred percent (100%) Availability for the production Cloud Software instance. Each Cloud Software product's committed Availability is documented in its Product Specification located at https://www.ellucian.com/contracts-and-documentation (the "SLA Availability"). Subject to the terms in this SLA, Ellucian will provide the SLA Availability for the production Cloud Software instance for each Cloud Software product.

A monthly Availability report will be made available within ten (10) business days following Client's written request.

3. Service Level Credits.

Except under the conditions mentioned in the Conditions section below, if the Availability of the production Cloud Software instance is less than its documented SLA Availability, Ellucian will issue a credit (a "Service Level Credit") to Client according to the following table.

Production Cloud Software	
Availability	**Service Level Credit Issued by Ellucian ***
>= SLA Availability	None
99.00% - SLA Availability limit	5% of applicable monthly fee
97.00% - 98.99%	10% of applicable monthly fee
95.00% - 96.99%	15% of applicable monthly fee
92.00% - 94.99%	20% of applicable monthly fee
<92%	25% of applicable monthly fee; plus 7% for each additional 3.3% of total downtime in the applicable calendar month, up to a maximum of 100% of the applicable monthly fee

* For the avoidance of doubt, and without limitation, Service Level Credits are subject to the terms and conditions provided for in Section 5 ("Service Level Credit Request, Payment Procedures") of this SLA.

4. Conditions.

4.1 Client will not receive any Service Level Credits under this SLA in connection with any failure or deficiency caused by or associated with any of the following:

- Outages, delays, or latency elsewhere on the Internet (including but not limited to upstream internet service providers (ISPs)) that hinder access to the Cloud Software;
- Scheduled maintenance, to the extent provided herein, and emergency maintenance and upgrades;
- Domain Name Server (DNS) issues and DNS propagation outside the direct control of Ellucian;
- Browser or DNS caching that may make the production Cloud Software appear inaccessible when others can still access it;
- False SLA breaches reported as a result of outages or errors of any Ellucian measurement system;
- File transfer, email or webmail delivery and transmission;
- Circumstances beyond Ellucian's reasonable control;
- Any issues caused by the action of third party software, contractors, or vendors (other than third parties authorized by Ellucian); or
- Functional Cloud Software setup, configuration, or functionality outside the scope of the Order Form.

4.2 Ellucian is not responsible for localized incidents affecting a subset of the population. Further, Ellucian is not responsible for intermittent availability issues such as those that cannot be documented, measured, or repeated.

5. Service Level Credit Request, Payment Procedures.

5.1 As part of Ellucian's obligation to provide the Cloud Software, Ellucian will provide oversight for monitoring this SLA utilizing the availability metrics information provided through the use of an industry standard monitoring tool (such tool will be the authoritative system for service level measurement under this SLA). Utilizing this output, and in order to receive a Service Level Credit, Client must make all Service Level Credit requests by opening a case via Ellucian's ticketing system. Each Service Level Credit request in connection with this SLA must include Client's account name and the dates and times of the unavailability of the production Cloud Software and must be received by Ellucian within thirty (30) days after such production Cloud Software was not available as defined herein. If Ellucian can confirm the unavailability, and after Ellucian performs a root cause analysis which identifies that the production Cloud Software was the cause of the unavailability, then Service Level Credits will be applied within two (2) months after Ellucian's receipt of Client's Service Level Credit request.

5.2 The Service Level Credit percentage will be based on the amount of the Cloud Software fee paid by Client for Cloud Software for the month being measured. Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA will in no event exceed the total Cloud Software fee paid by Client for such month. Service Level Credits are exclusive of any applicable taxes charged to Client or collected by Ellucian. Such Service Level Credits are Client's sole and exclusive remedy with respect to any failure or deficiency in the production Cloud Software. No Service Level Credits will be issued for non- production environments.

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

EXHIBIT 7

Ellucian Cloud Software Standards

Overview
These Ellucian Cloud Software Standards ("Cloud Standards") set forth the terms of the Ellucian Cloud Software ordered by Client as defined by the Order Form. These Cloud Standards apply to all Cloud Software unless expressly specified otherwise in the Order Form. Unless otherwise defined herein, capitalized terms will have the definition provided in the Order Form or, if not defined therein, the definitions at https://www.ellucian.com/assets/en/ellucian-definitions.pdf.

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. To the extent that certain Cloud Software require Ellucian to deliver hardware components, including gateway equipment, to Client that enable Ellucian to provide these services, then Client must provide space, power and cooling to deploy the Ellucian equipment, and ensure adequate network connectivity for Ellucian to support the services.

The Cloud Standards are comprised of two sections below. Section A applies to all Cloud Software, whether Software as a Service ("SaaS") or applications hosted in the Ellucian Cloud ("Managed Cloud"). Section B contains additional terms that only apply to Managed Cloud applications.

SECTION A: TERMS THAT APPLY TO ALL CLOUD SOFTWARE

1. **License to Access and Use Cloud Software.** For the Cloud Software identified in the Order Form, and only during the Cloud Software term, Ellucian grants Client a non-exclusive, non-transferable license to access and use the Cloud Software for Client's internal use only. This license is further subject to the usage parameters identified in each instance in the Order Form.

2. **Client Responsibilities and Prohibitions.**
    - Client's authorized users will be provided with passwords, and Client must hold the passwords in strict confidence and not transfer, exchange, misuse or abuse the passwords in any way or attempt in any way to disable, deactivate, or render ineffective the password protection of the Cloud Software.
    - Client will be responsible for its users' compliance with this Order Form.
    - Client will be responsible for the accuracy, completeness, quality, and legality of Client Data and of the means by which it acquired Client Data.
    - Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software and will notify Ellucian promptly of any such unauthorized access or use.
    - Client will use the Cloud Software only in accordance with this Order Form, the Documentation, and applicable laws.

- Client will not make the Cloud Software available to anyone other than its authorized users.
- Client will not sell, resell, rent, or lease the Cloud Software.
- Client will not create any derivative works based on the Cloud Software.
- Client will not use the Cloud Software to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
- Client will not attempt to gain unauthorized access to the Cloud Software or related systems or network.
- Client will not use the Cloud Software to communicate, by way of electronic communication or otherwise, any message, data or material that: (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary or privacy rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.
- Certain Cloud Software is subject to additional terms and restrictions as set forth in Software Supplements. Further, Ellucian may utilize certain Third Party Component Providers. With respect to the use of the Third Party Component Providers' services, Client agrees to comply with any third party contractual provisions outlined in the Software Supplements. In all cases, if any terms of a Software Supplement conflict with any other terms of the Order Form, the terms of the Software Supplement will control.

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

4. **Software Support Services.** During the Cloud Software term, as part of the subscription fees set forth in the Order Form, Ellucian will provide Software Support Services for the Cloud Software in accordance with the Maintenance Standards. The application of Software Support Services by Ellucian may result in changes in the form, timing, or other features of the Cloud Software. Ellucian will apply the Software Support Services to the Cloud Software to include Maintenance and New Releases.

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

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

downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined herein.

7. **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.

8. **Third Party Components.** Notwithstanding anything herein to the contrary, 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 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.

9. **Fee Adjustments.**

9.1 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.

9.2 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.

9.3 Extraordinary Resource Requirements – Cloud Software is provisioned to maintain availability levels consistent with the services levels described in the Ellucian Cloud Service Level Agreement. Application performance may be impacted if Client does not disclose relevant information during the discovery process, or if Client does not implement practices recommended by Ellucian. Ellucian is not responsible for application performance issues caused by Client's failure to provide proper discovery, or Client's

failure to implement recommended practices. Further, application performance issues attributable to customer customizations or modifications to Ellucian delivered code may drive the need for additional resource requirements; Ellucian and Client agree in good faith to discuss and develop mitigation plans or the need for additional capacity arising from any such changes. Additional resources may be provided under an Order Form to remedy such application performance issues with the execution of an amendment by duly authorized representatives of each party, and the payment by Client of the applicable associated fees.

10. **Suspension of Cloud Software.** 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.

11. **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 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.

12. **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 no later than 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.

13. **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.

14. **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.

15. **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 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.

16. **Renewal Terms.** Cloud Software will renew automatically on a year-to-year basis at Ellucian's then-current rates, unless either party provides written notice to the other party at least ninety (90) days prior to the commencement of the applicable renewal term. Ellucian shall provide Client with current rates in writing at least one hundred twenty (120) days prior to the commencement of the applicable renewal term.

17. **Use of contract by other public institutions**. The parties agree that the contract resulting from this Order Form may be extended to other public institutions of higher education. Each institution allowed to use this contract shall do so independently of any other institution, and it shall only be responsible for its own purchases. No other institution receives any liability by virtue of this Order Form. Ellucian's pricing is based upon each institution's product and service selections, enrollment and utilization metrics. The final price payable by other institutions may differ from Client's price due to differences in selections and metrics, and it will be documented in a separate order form between Ellucian and the other institution.

18. **International Trade Compliance**. The parties each agree to comply with all applicable export laws, and that all Order Forms are made subject to United States and other jurisdictions' applicable legal requirements regarding exporting and other international trade transactions. Without limitation, Client will not allow the Software, in whole or in part, to be transferred to another party, in any manner or by any means, without in each instance obtaining Ellucian's prior written consent and, if required, authorization from a cognizant government authority. Without limitation, Client is prohibited from directly or indirectly supplying, transferring, exporting (or re-exporting) or providing the ability to copy or download the Software to any individual or organization on the United States Treasury Department's List of Specially Designated Nationals and Blocked Persons, the United States Commerce Department's Denied Persons List or Entity List, or any other U.S. government list of parties with respect to whom or which the U.S. government imposes restrictions on dealings. Ellucian agrees to provide Client with the export classification status of a software product upon request.

19. **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.

SECTION B: ADDITIONAL TERMS APPLICABLE TO MANAGED CLOUD

1. **Standard External Interfaces for Integrations.** Installation and operation of supported applications may require connectivity to, and data processing within, environments external to Ellucian or Client networks. Only the following defined integration paths and integration protocols will be installed and supported under an Order Form: (i) those defined baseline integration paths and integration protocols listed within an Order Form (the "Baseline Integrations"); and (ii) any additional integrations specifically listed in an 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 public facing applications.
      ii. *Site-to-Site VPN / Peering* – A VPN will be configured between the Client's network and the Ellucian Cloud. Client's network equipment will be leveraged 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.
   b. Support administrative connectivity to the Cloud Environment from defined IP networks with the following protocols as appropriate: HTTP/HTTPS over public internet paths (for non-sensitive/non-protected data only); SSH, and SSHFS over private paths (Site-to-Site VPN/Peering).
   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 integration 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.
   c. Ensure data processing within external interfaces/defied third party integration services is in accordance with instructions Client provides to the external vendor (data processor). As such, all of the contractual terms that would otherwise apply to Ellucian transferring Customer's personal data to data processor shall not apply to the transfer of personal data from Ellucian to external interfaces/defined third party integration services herein as the transfer is occurring at the Client's direction.
   d. Ensure data processor's connection with Client's Ellucian cloud environment shall be in accordance with defined integration paths and protocols.
   e. Allow Ellucian to terminate the connection and/or data transfer of external interfaces/defined third party integration services if Ellucian deems necessary.

2. **Delivery Environment**.

   2.1 Ellucian will deliver the Managed Cloud services from a cloud environment satisfying the requirements of the applications hosted under the Order Form.

2.2 Ellucian will be responsible for its own costs related to Ellucian's use of the cloud environment.

2.3 Ellucian will be responsible for supplying licenses and functionality for the following items in the cloud environment:

a. Backup
b. Disaster Recovery
c. Internet connectivity
d. Load balancing
e. Monitoring
f. Operating Systems
g. Security Scanning

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

Cloud Services Project Manager Roles & Responsibilities:

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

- Coordination and planning of go-live activities and scheduling of the Ellucian Cloud teams and the Customer technical team. Upon successful completion of the Onboarding Project, hand off to Customer Success team.

5. **Ellucian Communications with Client**. During the Cloud Software term, Ellucian will regularly communicate with Client regarding product adoption, upgrades and other projects pertaining to the cloud environment, change management, and problem resolution. In addition, Ellucian will identify a primary point of contact who will act as the point of escalation for any Managed Cloud services-related activities.

6. **Operating System Administration Services**. Ellucian will provide Operating System ("OS") Administration for the OS environments in the cloud environment. In this regard, Ellucian will be responsible for:
   a. Installations and configurations of the OS environments for application environments.
   b. Maintaining access to and control of special user accounts used for OS administration (i.e. "ROOT" or "Administrator").
   c. Installation of patches and updates from the applicable vendor(s) for OS environments.
   d. Troubleshooting and resolving OS incidents.

7. **Database and Application Administration Services**. Ellucian will provide Database Administration ("DBA") services and application administration services for the databases, application homes and application environments as defined in the Order Form.

   7.1 Ellucian will:
   a. Install, configure, and update applications as defined in the Order Form, and database environments for vendor-specific systems.
   b. Configure, as defined in the Order Form, baseline application Home environments for vendor-specific systems.
   c. Perform database system level security administration for the database environments.
   d. Perform database and application home clones, system refreshes or replications, for the cloud environment as agreed by the parties up to two (2) requests per month.
   e. Exercise exclusive access and control of DBA privileged or super-user level passwords, to include those application accounts requiring such access, to databases, database instances and applications.
   f. Provide troubleshooting and diagnostic support for the databases, database instances and database homes.
   g. Provide troubleshooting and diagnostic support for the applications, application configurations and application homes.
   h. Provide reasonable assistance with application maintenance issues requiring database and application administration knowledge and experience for designated applications.
   i. Perform tuning and adjusting of database and database instance, and application parameters and configurations based on the specific vendor's recommendations, input from users, and response time sampling based on Ellucian's standard practices for designated applications.
   j. Communicate with third party vendors or other Ellucian business units to resolve escalated issues as they arise for designated applications.

   7.2 Client will:
   a. Appoint or provide a user liaison to coordinate and perform the application security administration functions and duties as requested by the Client for the applications.
   b. Appoint or provide user liaison(s) to coordinate and perform the application configuration administration functions and duties as requested by the Client for the applications.

c. Appoint or provide a single named user liaison to coordinate ERP activities of patches and upgrades for the applications.
d. Provide for programmers, analysts and user liaisons to research or review custom code, data level problems or data integrity issues for the applications, and to develop and/or correct Client-developed customizations to applications.
e. Maintain active software support contracts with Ellucian and third party vendors for all applications such that the appropriate vendor will provide personnel to develop and/or correct code in the applications as needed.
f. Provide functional, technical programming and user liaisons to provide troubleshooting of application issues and to communicate with the applicable software vendor, including opening support contacts with the applicable software vendor.
g. Perform the function of the job and job stream management role, if applicable; and be responsible for creating, maintaining, and troubleshooting application jobs and job streams submitted either through the application or in a supported scheduling system.
h. Provide support for all user functions, management and other applications not defined in the Order Form.
i. Communicate any applicable database or application software standards and procedures for access to designated systems to participating students, faculty, staff and alumni.
j. Provide all end-user workstation and mobile device desktop and peripherals support for the applications.
k. Provide support for all user reporting for applications (including those applications defined in the Order Form), including other ancillary third party systems.

8. **Systems Monitoring**. Ellucian will monitor the cloud environment on a 24x7x365 basis.

8.1 Ellucian will monitor the application components and the cloud environment for availability.

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

9. **Managing Service Requests**. Ellucian will deploy an Information Technology Service Management ("ITSM") tool capable of providing for service incident management, service request fulfillment, change management and knowledge management. Ellucian will adhere to internal change and incident management controls.

9.1 Ellucian will:
a. Deploy a self-service web portal for the reporting of service incidents, service requests and change requests.
b. Provide necessary training to Client's IT staff on the utilization and documentation of requests via the ITSM Self-Service Module.
c. Provide a service desk with a U.S.-based toll-free phone number monitored on a 24x7x365 basis (including site holidays). Please note that the service desk does not provide end-user support for the applications supported in the Order Form.
d. Escalate unresolved service incidents or service requests as designated in Ellucian's incident management process.

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

10. **Conditions to offer Managed Cloud Services**.

10.1 Ellucian will:

a. Schedule maintenance windows to perform upgrades to new releases of Cloud Software. Client will receive notification at least two weeks in advance for any maintenance windows requiring production environments to be unavailable. Ellucian reserves the right to perform emergency maintenance (for example, to restore Cloud Software or remediate security vulnerabilities) without any prior notification, should it be deemed necessary to protect and maintain the security, availability, or integrity of the Cloud Software.

10.2 Client will:

a. License 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. Permit and schedule 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. Consult 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. Bear 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) install additional software on, (ii) require additional software to be installed on, or (iii) modify applications or any other software or systems installed on or within, the cloud environment.

EXHIBIT 8

Maintenance Standards - Subscription Advantage Plus Level

1. Ellucian's Action Line will be available to Client for Defect reporting seven (7) days per week, twenty-four (24) hours per day (excluding national holidays and Ellucian-observed holidays). However, production outages will be supported 24x7x365 as long as Client contacts Ellucian's Action Line via the telephone number provided to Client.

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

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

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

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

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

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

EXHIBIT 9

ELLUCIAN DATA PROTECTION AGREEMENT

This Data Protection Agreement ("DPA") forms part of the latest Master Terms and Conditions, Software License & Services Agreement, General Terms and Conditions Agreement, or other underlying agreement (as applicable) between Ellucian and the Client ("Agreement") pursuant to which the Client may request that Ellucian provide Cloud Software, Cloud Services, Professional Services or Software Support Services ("Services") by entering into one or more Order Forms.

Definitions

"Data Protection Law" means all laws relating to the Processing of Client Personal Data by Ellucian, each as and when applicable, including but not limited to (i) the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), (ii) 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, and (iii) the UK General Data Protection Regulation (as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) (the "UK GDPR").

"Information Security Breach" shall have the definition given to it by applicable Data Protection Law, and at a minimum an event that is known to have resulted in unauthorized access to, or unauthorized use or disclosure of, Client Personal Data.

"Data Subject" means the person to whom the Personal Data relates.

"Data Subject Rights" means the rights provided to Data Subjects under applicable Data Protection Law regarding the Data Subject's control of their Personal Data, such as the right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or the right not to be subject to an automated individual decision making.

"Controller", "Personal Data", "Process", "Processed", "Processing", and "Processor" shall have the meanings given to them by applicable Data Protection Law.

In order to adduce adequate safeguards with respect to the protection of Client Personal Data, the parties agree to the following clauses:

Data Protection

1. **Data Processing Details**. An overview of the categories of Personal Data, the categories of Data Subject, and the nature and purposes for which the Personal Data are Processed is provided in Exhibit 1.

2. **Customer Processing Responsibilities**. Client warrants that it has all necessary rights to provide the Client Personal Data to Ellucian for the Processing to be performed in relation to the Services, and that one or more lawful bases set forth in the applicable Data Protection Law support the lawfulness of the Processing where applicable. To the extent required by applicable Data Protection Law, Client is responsible for ensuring that all necessary privacy notices are provided to Data Subjects, and unless another legal basis set forth in the applicable Data protection Law supports the lawfulness of the Processing, that any necessary Data Subject consents to the Processing are obtained, and for ensuring that a record of such consents is maintained. Should such a consent be revoked by a Data Subject, Client is responsible for communicating the fact of such revocation to Ellucian.

3. **Confidentiality**. Ellucian shall ensure that persons authorized to Process the Client Personal Data have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality or are under an appropriate statutory obligation of confidentiality.

4. **Processing Instructions**. Ellucian will Process the Client Personal Data only in accordance with the Client's documented instructions. The parties agree that the relevant Order Form and the Agreement contain the documented instructions from Client to Ellucian to Process Client Personal Data as reasonably required to perform the obligations described therein. Client hereby authorizes Ellucian to take such steps in the Processing of Client Personal Data on behalf of Client as are reasonably necessary for the performance of Ellucian's obligations under the applicable Order Form. Additional instructions outside of the scope of the applicable Order Form, including instructions regarding assisting Client with its requirements under Articles 32 to 36 of GDPR or other Data Protection Law, will be agreed by the parties in writing, including any additional fees payable by Client to Ellucian for carrying out instructions that require Ellucian to change or supplement its existing business process and technical and organizational data security measures. Ellucian shall immediately notify the Client if, in its opinion, any instruction infringes applicable Data Protections Law. Such notification will not constitute a general obligation on the part of Ellucian to monitor or interpret the laws applicable to Client, and such notification will not constitute legal advice to Client.

5. **Data Subject Rights**. As between the parties, Client is responsible for responding to Data Subject Rights requests. Ellucian shall, taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is possible and subject to the terms of the Agreement, to enable Client to fulfil Client's obligation to respond to Data Subject Rights requests under applicable Data Protection Law. If Ellucian receives a Data Subject Rights request directly from a Data Subject, Ellucian shall promptly forward the request to Client once Ellucian has identified that the request is intended for Client. Client authorizes Ellucian to respond to any Data Subject who makes a request to Ellucian to confirm with the individual the identity of Client and to confirm delivery of the request to Client. To the extent legally permitted, Client shall be responsible for any costs arising from Ellucian's provision of such assistance.

6. **Subprocessors**.

    a. Ellucian will limit access to the Client Personal Data to Ellucian's employees, agents, and subcontractors (including Ellucian group companies) who have a need to access such Client Personal Data to perform Ellucian's obligations under the relevant Order Form. Client agrees that Ellucian may use subcontractors to fulfill its obligations under the applicable Order Form so long as Ellucian's relationship with such subcontractors complies with clause (b) below. Ellucian's list of subcontractors will be provided upon request. Ellucian shall inform Client of any changes to the subcontractor list. Client will have 10 days from receipt of Ellucian's notice to object to such changes. If Client fails to object to such changes within the allotted time frame, such changes shall be deemed accepted. If Client timely sends Ellucian a written objection notice, setting forth a reasonable basis for objection, the Parties will make a good-faith effort to resolve Client's objection. In the absence of a resolution, each Party may terminate the portion of the Services which cannot be provided without the subcontractor.

    b. Ellucian will require that its employees, agents and subcontractors who have access to the Client Personal Data agree to abide by substantially similar restrictions and conditions that apply to Ellucian with regard to such Client Personal Data.

    c. Ellucian will remain fully responsible for any subprocessor's failure to fulfil their data protection obligations in accordance with the requirements of this DPA.

7. **Security**. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Client and Ellucian shall implement appropriate technical and organizational measures to ensure a level of security of the Processing of Client Personal Data appropriate to the risk. These measures shall include, at a minimum, the security measures set out in Exhibit 2.

8. **Breach Notification**. Ellucian shall notify Client of an Information Security Breach as soon as reasonably practicable and without undue delay after Ellucian becomes aware and take reasonable steps to mitigate the effects of the Information Security Breach.

9. **Audit**.

   a. Upon reasonable prior written notice from Client, Ellucian shall make available to Client such information as is strictly necessary to demonstrate its compliance with this DPA and applicable Data Protection Law and shall, to the extent required by applicable Data Protection Law, allow for and contribute to audits, including inspections, conducted by Client or another auditor mandated by Client. Any costs arising in connection with Ellucian's obligations under this clause shall be promptly reimbursed to Ellucian by the Client upon reasonable request.

   b. Ellucian uses independent third party auditors at its selection and expense to verify the adequacy of its security measures for Cloud Software and Cloud Services. Client agrees that Ellucian will satisfy Client's right of audit and inspection by providing, no more than once per calendar year upon Client's written request and subject to Client executing a non-disclosure agreement: (i) a copy of the most recent independent security attestation report associated with the provision of Cloud Software or Cloud Services as applicable, and (ii) a copy of Ellucian's then-current information security policies and standards that relate to security controls associated with the Cloud Software or Cloud Services as applicable.

   c. To the extent Client's audit requirements under the Data Protection Laws cannot reasonably be satisfied through the security attestation report, documentation or compliance information Ellucian makes generally available to its customers, Client shall notify Ellucian in writing and the Parties will engage in discussions to determine reasonable and appropriate means to satisfy such requirements.

10. **Cross-Border Transfers**. To the extent that Client Personal Data Processed under this DPA and the Agreement originates from a Data Subject in the European Economic Area ("EEA") or the United Kingdom, Ellucian will ensure that, pursuant to applicable Data Protection Law, if Client Personal Data is transferred to a country or territory outside of the EEA (a "non-EEA country") or the United Kingdom (a "non-UK country"), then such transfer will only take place if: (a) the non-EEA country or non-UK country, as applicable, ensures an adequate level of data protection;
(b) one of the conditions listed in Article 46 GDPR is satisfied; or (c) for internal transfers within the Ellucian group of companies of Client Personal Data that originates from a Data Subject in the EEA, the Client Personal Data is transferred on the basis of Ellucian's Processor Binding Corporate Rules ("BCRs"), available at Ellucian Processor Binding Corporate Rules. Client shall have the right to enforce the BCRs: (a) against the Ellucian company that is a party to the Agreement for any breaches of these BCRs or the DPA that Ellucian caused; or (b) against Ellucian Ireland Limited for (i) a breach of the BCRs or this DPA by Ellucian (if the Ellucian company party to the Agreement is located outside the EU); or (ii) a breach of any data processing agreement Ellucian has with an external sub-processor located outside of the EU.

11. **Return and Destruction**. The parties agree that on the termination or completion of the provision of the relevant Services that are the subject of an Order Form, Ellucian and its subcontractors shall, at the Client's request, return all the Client Personal Data in their possession (if any) and the copies thereof to the Client or shall destroy all the Client Personal Data and certify to the Client that it has done so, unless legal obligations imposed upon Ellucian prevent it from returning or destroying all or part of the Client Personal Data transferred. In the latter case, Ellucian warrants that it will maintain the confidentiality of the Client Personal Data transferred and will not actively Process

(except for storage and deletion) such Client Personal Data.

12. **FERPA.** The parties acknowledge that the activities contemplated hereunder may permit Ellucian access to Client Data that may be education records regulated by the Family Educational Rights and Privacy Act ("FERPA) and its implementing regulations at 34 CFR 99.33, as amended from time to time, regarding the protection of educational records. Ellucian and Client acknowledge that, with respect to educational records accessed by Ellucian hereunder, Ellucian will be designated as a "school official" with legitimate educational interests in such educational records and Ellucian agrees to abide by the limitations and requirements under FERPA which are imposed on school officials. Ellucian agrees not to use or disclose education records received from or on behalf of Client or otherwise under this Agreement except as permitted or required by this Agreement, as otherwise required or permitted by law, or as authorized in writing by the applicable student or Client, and nothing herein shall be deemed to authorize Ellucian to maintain, use, disclose or share educational records in a manner that would violate applicable law or this Agreement. As used herein, "education records", "school official" and other applicable terms shall have the meanings defined under FERPA and its implementing regulations.

13. **CCPA Compliance.** To the extent that Ellucian receives from Client any "personal information" of any "consumer" subject to the California Consumer Privacy Act ("CCPA") for Processing on behalf of Client pursuant to this DPA, Ellucian and Client shall each comply with all applicable provisions of the CCPA and each Party shall, upon the other's reasonable written request, cooperate in good faith to enter into additional and modified terms to address any amendments to the CCPA or otherwise to ensure the Parties' compliance therewith. To the extent applicable, Ellucian shall be considered a "service provider" to Client under the CCPA, and shall not (a) retain, use or disclose such personal information for any purpose other than for the specific purpose of performing Services under this DPA or as otherwise permitted by the CCPA, including for a valid "business purpose"; (b) retain, use or disclose such personal information for a "commercial purpose" other than providing the Services under this DPA; (c) retain, use or disclose such personal information outside the direct business relationship between Ellucian and Client; (d) combine the personal information received from, or on behalf of, Client with personal information that Ellucian receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, provided that Ellucian may combine personal information to perform any business purpose as defined in regulations adopted by the California Privacy Protection Agency; or (e) "sell" or "share" such personal information. Ellucian understands and certifies that it will comply with the prohibitions outlined herein. For the purposes of this paragraph, the terms "personal information", "consumer", "service provider", "business purpose", "commercial purpose" and "sell" shall have the meanings set forth in the CCPA.

14. **Conflict**. In the event of a conflict between any provisions of the Agreement and the provisions of this DPA, the provisions of this DPA shall govern and control.

Exhibit 1
Details of Processing

1. **Types of Client Personal Data**: The types of Client Personal Data that will be Processed in the scope of the Agreement are under the control of Client as Controller, and may include, but are not limited to, some or all of the following:
    a. Identifiers, such as first name, last name, initials
    b. Education and professional qualifications, such as course/certification enrollment, degrees and schooling information, licenses or professional memberships, professional certifications, resume/CV, training courses completed
    c. Personal characteristics, such as birth certificate number, date of birth, family/dependent/beneficiary data, gender, height, weight, marital status, mother's maiden name, nationality, photographs or video, weight, leisure/interests/misc. preferences
    d. Contact details, such as business email address, personal email address, emergency contact details, FAX number, personal assistant contact information, business phone numbers, personal phone numbers, business postal address, personal postal address
    e. IT and Facility Access/Login Information, such as IP/MAC address, mobile device ID or another unique device identifier, password, username, usage/electronic tracking (IT assets, facilities, or cookies, etc.)
    f. Professional and employment Information, such as absences and leave from work, date of hire, digitized or other electronic signature, employee ID, employer name, employment benefits information, employment expenses information, employment history/evaluations/disciplinary actions, job position being applied for, other job information (supervisor, department, etc), salary/income/hourly rate/fees/bonus/other, title/occupation, working hours/schedule
    g. Government Identification Numbers, such as alien registration or Visa number; social security number, passport number, or national ID number
    h. State/province-issued number or driver's/operator's license number
    i. Financial Information/Payment Card Industry Information, such as bank/financial account number, credit score or credit report information, credit/debit card expiration date, credit/debit card number, credit/debit card service code/CVV/CVC2/CID number, credit/debit cardholder name, financial transactions details or history, personal identification number, security authentication/login data for an individual's Financial Account
    j. Other Account/Transaction Information, such as account number (e.g., frequent traveler, TSA, non-financial account), insurance claim information
    k. Location – location or GPS data
    l. Wealth/asset information
    m. Criminal data, such as background check or drug screening results, criminal convictions or offenses

2. **Types of Special Categories/Sensitive Personal Data:** The types of special categories/sensitive Client Personal Data that will be Processed in the scope of the Agreement are under the control of Client as Controller, and may include, but are not limited to, some or all of the following:
    a. Biometric data
    b. Blood type
    c. Genetic data
    d. Health/medical information
    e. Medicare or Medicaid numbers (U.S.)
    f. Political opinions
    g. Racial or ethnic origin
    h. Religion or philosophical beliefs
    i. Sexual orientation or sex life
    j. Trade union membership

3. **Categories of Data Subjects:** The categories of Data Subjects whose Personal Data will be Processed in the scope of the Agreement are under the control of Client as Controller and may include Client's current and former (a) students, (b) prospective students, (c) parents or benefactors of students or prospective students, (d) alumni, (e) faculty members, (f) administration, (g) employees, (h) prospective employees, (i) vendors / contractors / agents, and (j) donors.

4. **Nature and purpose of the Data Processing:** The nature and purpose of the Processing is to deliver the Services to Client.

5. **Retention Period:** The duration of the Processing shall be in accordance with the terms of the DPA and applicable Order Form.

6. **Frequency of Transfers:** The recurrence of the transfer of data depends on the frequency of any professional services; support and maintenance required by Client for the Service; and the use of other Services used by Client.

Exhibit 2
Technical and Organizational Measures

This Exhibit 2 contains terms governing information security to which Ellucian will adhere during the Cloud Software Term. Ellucian may modify specific security protections from time to time, but will continue to provide at least the same level of security as on the date this DPA became part of the Agreement.

1. Information Security Program

Ellucian will maintain a global Information Security Program aligned with ISO 27001 that will plan, implement and manage processes on an ongoing basis to meet information security objectives and requirements applicable to the Cloud Software delivered worldwide. The Information Security Program will include demonstrable oversight and commitment from Ellucian senior management. The Information Security Program will also include performing information security risk assessments and implementing treatment plans at appropriate intervals, such as when significant changes to the Cloud Software occur.

2. Information Security Compliance

Ellucian will design and maintain a control environment for the Cloud Software aligned with global information security practices and standards such as ISO 27001 and third party attestation frameworks such as SSAE 18 / SOC 1 and SOC 2.

3. Information Security Policy

Ellucian will maintain an Information Security Policy that is approved by senior management and communicated to employees and applicable third parties. The Information Security Policy will identify roles and responsibilities as well as governing principles and control objectives for information security across Ellucian's global business operations. The Information Security Policy will be reviewed annually and supporting standards, guidelines and procedures will be adjusted as appropriate.

4. Information Security Awareness Program

Ellucian will maintain an employee awareness program to allow employees to understand and fulfill their responsibilities for information security, including requirements for personal data privacy, confidentiality, and non-disclosure of information.

5. Personnel Security

Employees will be screened in accordance with relevant laws and such screening will be proportional to employee roles and responsibilities. Employees and applicable third parties will agree to requirements for confidentiality and non-disclosure of information prior to employment or prior to providing services to Ellucian.

6. Physical Security

Depending on the Cloud Software, Ellucian uses third party cloud computing platforms, including, without limitation, Amazon Web Services (AWS) and Microsoft Azure, who are responsible for protecting the global infrastructure upon which the Cloud Software is delivered. These third party cloud computing platform providers will maintain controls to manage and monitor physical access at both the data center perimeter and building ingress points using security staff, or electronic access control validation.

7. Access Control

Ellucian will authorize access to the Cloud Software only for employees and third parties with a legitimate business need. Controls and mechanisms to authenticate access and monitor and prevent unauthorized access to the Cloud Software and Client Data will also be in place. Ellucian will also maintain appropriate onboarding and termination processes to manage revocation of access to the Cloud Software.

8. Data Security

Ellucian will maintain security controls to safeguard Client Data from unauthorized access, modification, disclosure or destruction, or becoming inaccessible to authorized users. Data protection methods will include restricting and monitoring access to information systems, encrypting data in transit and while at rest when necessary or required, maintaining backups of Client Data, and securely returning Client Data to the Client, or disposing or destroying Client Data in a secure manner using techniques consistent with NIST 800-88 ("Guidelines for Media Sanitization").

9. Cloud Software Security

Ellucian will protect the confidentiality, integrity and availability of Client Data. Ellucian will maintain safeguards for the security of electronic communications networks. Ellucian will also maintain a change management process to control planned and unplanned changes and the installation of software, manage mechanisms to detect threats such as malware, and recording and monitoring security events to identify anomalous or unauthorized activity.

10. Technical Vulnerability Management

Ellucian will maintain a process and supporting tools to evaluate and resolve technical vulnerabilities within the Cloud Software within reasonable timeframes to address the risk of potential exploitation, or system or data compromise.

11. Third Party Security

Ellucian will maintain a process to identify risks to Client Data that are accessible to subprocessors. The process will ensure that relevant information security requirements are incorporated into business agreements with subprocessors and that relevant subprocessor risks are addressed within reasonable timeframes.

12. Information Security Incident Management

Ellucian will maintain an information security incident management program to respond to security incidents within the Cloud Software. Ellucian will provide timely notification to the Client in the event that the Cloud Software or Client Data is known to have suffered an Information Security Breach. Timely notification is defined as providing notice to the Client as soon as reasonably practicable and without undue delay after Ellucian became aware of the Information Security Breach. Ellucian will further maintain a process to capture and apply knowledge gained from such events to address the likelihood of reoccurrence.

13. Business Continuity Management

Ellucian will implement controls designed to maintain the continued availability of the Cloud Software. Controls will include maintaining a defined business continuity management plan relevant to the Cloud Software that, if interrupted, may result in significant downtime or data loss.