Ellucian Cloud Software Standards

Overview

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

Ellucian Cloud Software is provided pursuant to the Documentation applicable to the services and the Order Form. Ellucian's delivery of the Cloud Software is conditioned on Client's and its users' compliance with the Client's obligations and responsibilities outlined in the documents and standards. Ellucian may change these Cloud Standards and referenced documents at its discretion, provided the changes will not result in a material reduction in the performance, functionality, security or availability of the Cloud Software during the term of the Order Form.

Cloud Software is deployed at data centers or third party infrastructure service providers retained by Ellucian, with the exception of certain Cloud Software that are deployed at Client's data center or a third party data center retained by Client. Certain Cloud Software require Ellucian to deliver hardware components, including gateway equipment, to Client that enable Ellucian to provide these services. Client must provide space, power and cooling to deploy the Ellucian equipment, and ensure adequate network connectivity for Ellucian to support the services.

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

SECTION A: TERMS THAT APPLY TO ALL CLOUD SOFTWARE

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

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

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

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

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

   United States option: *"Full Time Equivalent" or "FTE"* is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System ("IPEDS") client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value.

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

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

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

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

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

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

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

3. **Client Responsibilities and Prohibitions.**

   - Client's authorized users will be provided with passwords, and Client must hold the passwords in strict confidence and not transfer, exchange, misuse or abuse the passwords in any way or attempt in any way to disable, deactivate, or render ineffective the password protection of the Cloud Software.
   - Client will be responsible for its users' compliance with this Order Form.
   - Client will be responsible for the accuracy, completeness, quality, and legality of Client Data and of the means by which it acquired Client Data.
   - Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software and will notify Ellucian promptly of any such unauthorized access or use.
   - Client will use the Cloud Software only in accordance with this Order Form, the Documentation, and applicable laws.
   - Client will not make the Cloud Software available to anyone other than its authorized users.
   - Client will not sell, resell, rent, or lease the Cloud Software.
   - Client will not create any derivative works based on the Cloud Software.
   - Client will not use the Cloud Software to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
   - Client will not attempt to gain unauthorized access to the Cloud Software or related systems or network.
   - Client will not use the Cloud Software to communicate, by way of electronic communication or otherwise, any message, data or material that: (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary or privacy rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.

- Certain Cloud Software is subject to additional terms and restrictions as set forth in Software Supplements. Further, Ellucian may utilize certain Third Party Component Providers. With respect to the use of the Third Party Component Providers' services, Client agrees to comply with any third party contractual provisions outlined in the Software Supplements. In all cases, if any terms of a Software Supplement conflict with any other terms of the Order Form, the terms of the Software Supplement will control.

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

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

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

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

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

9. **Third Party Components.** Ellucian's obligation to provide Client with access to and use of Cloud Software that includes third party services or software ("Third Party Component(s)") is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or

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

10. **Fee Adjustments.**

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

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

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

11. **Suspension of Cloud Software.** If Client fails to pay to Ellucian within thirty (30) days after Ellucian makes written demand for subscription fees due for Cloud Software, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of the Cloud Software.

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

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

13. **Post Termination Actions.** Upon termination or expiration of the Cloud Software term, Client access and use of the Cloud Software will immediately cease, and Client will have no further access to or use of the Cloud Software. Provided that Client has provided Ellucian with a written request at least five (5) days after the end of the Cloud Software term, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client Data then in Ellucian's possession, in a commercially reasonable format. Such Client Data will then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention, and disposal policies.

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

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

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

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

SECTION B: ADDITIONAL TERMS APPLICABLE TO MANAGED CLOUD

1. **Standard External Interfaces for Integrations.** Installation and operation of supported applications may require installation of third-party applications, which may require connectivity to environments external to Ellucian or Client networks. Only the following defined integration paths, integrations and interfaces will be installed and supported under the Order Form: (i) those defined baseline integration paths, integrations and interfaces listed below (the "Baseline Integrations"); and (ii) any additional integrations and interfaces specifically listed in the Order Form.

   As it relates to any external interfaces/defined third party integration services as described herein, Ellucian will:
   a. Open appropriate access to the Cloud Environment based on the requirements provided by Client. Access is provided via:
      i. *Public Internet Access* – Used for applications such as Portal and Self-Service.
      ii. *Site-to-Site VPN* – A pair of VPN routers is configured, monitored, and maintained by Ellucian to provide encrypted access for administrative Application interfaces; as a network path for integrations to on-campus services; or for direct access to Database instances for Client programmers. The Site-to-Site VPN will be configured with industry standard encryption protocols.
   b. Support administrative connectivity to the Cloud Environment from defined IP addresses or IP network subnets with the following protocols as appropriate: HTTP (for non-sensitive/non-protected data only); HTTPS; FTPS; SSH.
   c. Maintain at least 1Gb/sec bi-directional datacenter connectivity to the Public Internet with diverse providers and physical entrances.
   d. Maintain Internet firewalls to protect the applications from unwanted and inappropriate access. Firewalls shall be configured with a default deny rule for inbound traffic.

   As it relates to any external interfaces/defined third party integration services as described herein, Client will:
   a. Submit any new interface or connectivity requirement requests to Ellucian in writing at least fourteen (14) days in advance.
   b. Provide Ellucian with a point-of-contact for communication of activities, planning and requests/requirements.

2. **Delivery Environment**.
   2.1 Ellucian will deliver the Managed Cloud services from a cloud environment satisfying the requirements of the applications hosted under the Order Form.
   2.2 Ellucian will be responsible for its own costs related to Ellucian's use of the cloud environment.
   2.3 Ellucian will be responsible for supplying licenses and functionality for the following items in the cloud environment:
   a. Backup
   b. Disaster Recovery
   c. Internet connectivity
   d. Load balancing
   e. Monitoring

      f.   Operating Systems
      g.   Security Scanning

3. **Managed Cloud Services Functional Requirement**s.
    3.1   Ellucian will host all production and non-production environments identified in the Order Form and all associated applications.
    3.2   Ellucian will provide Client storage for all applications and associated databases.
    3.3   Ellucian will provide a secure method for the Client to upload and download files necessary for the primary function of the applications.
    3.4   Ellucian uses a global delivery model in performing the Managed Cloud services, meaning that Ellucian personnel worldwide may be involved in delivery.

4. **Transition Services**. Ellucian will establish a team (the "Transition Team") to be led by a Transition Manager. The Transition Team will plan, direct and coordinate the migration of IT knowledge, systems, processes, data and capabilities from the Client and/or third parties to Ellucian for the delivery of the applications. The timeframe for any transition services will be based on the project scope/requirements and will be finalized and agreed upon by the parties during or promptly following the initial meeting between Ellucian and Client.
The Transition Manager will be Ellucian's primary Cloud point of contact during performance of the transition services as described herein. The Transition Manager will be responsible for:
      a.   Managing transition deliverables, including the charter, schedule, and Client Care/portal site.
      b.   Overseeing communications and delivering according to a plan jointly developed and agreed upon by the parties.
      c.   Confirming all resources involved in the transition services have a common understanding of the needs of both businesses as well as the project deliverables.
      d.   Managing scope and delivery timetables to be consistent and complementary with the objectives of the transition services.
      e.   Monitoring progress and reporting the status of the transition services to all stakeholders.

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

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

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

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

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

k. Provide support for all user reporting for applications (including those applications defined in the Order Form), including other ancillary third party systems.

8. **Systems Monitoring**. Ellucian will monitor the cloud environment on a 24x7x365 basis.
   8.1 Ellucian will monitor the application components and the cloud environment for availability.
   8.2 Client will allow Ellucian-based remote services monitoring and security tools reasonable access to the applications.

9. **Managing Service Requests**. Ellucian will deploy an Information Technology Service Management ("ITSM") tool capable of providing for service incident management, service request fulfillment, change management and knowledge management. Ellucian will adhere to internal change and incident management controls.
   9.1 Ellucian will:
      a. Deploy a self-service web portal for the reporting of service incidents, service requests and change requests.
      b. Provide necessary training to Client's IT staff on the utilization and documentation of requests via the ITSM Self-Service Module.
      c. Provide a service desk with a U.S.-based toll-free phone number monitored on a 24x7x365 basis (including site holidays). Please note that the service desk does not provide end-user support for the applications supported in the Order Form.
      d. Escalate unresolved service incidents or service requests as designated in Ellucian's incident management process.
   9.2 Client will provide Ellucian with current and updated contact information.

10. **Conditions to offer Managed Cloud Services**. In order for Ellucian to provide the Managed Cloud services, Client will be responsible for the following:
    a. Licensing all applications listed in the Order Form to permit the applications (and other necessary components as reasonably determined by Ellucian and agreed to and approved by Client in writing) to be installed and used on the cloud environment.
    b. Permitting and scheduling required downtime within reasonable timeframes for the applications and underlying systems for upgrades and maintenance. Client shall not require Ellucian to perform systems maintenance to the production systems while end users, staff, faculty or other users are using such systems. Certain non-production maintenance activities require terminating user access to the applications.
    c. Consulting with Ellucian for projects to establish requisite lead times, and Ellucian shall not be responsible for delays or failure to meet Client's expectations if adequate lead time is not provided.
    d. Bearing the cost of all Client-maintained customizations and customized code enhancements required to operate within the cloud environment to the extent not expressly provided through the Order Form.
    e. Not, without the express written consent of Ellucian (such consent not to be unreasonably withheld or delayed), (i) installing additional software on, (ii) requiring additional software to be installed on, or (iii) modifying applications or any other software or systems installed on or within, the cloud environment.