

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:

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

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

2. Service Level Objective.

Ellucian aims to achieve one hundred percent (100%) Availability for the production Cloud Software instance. Subject to the terms in this SLA, Ellucian will provide ninety-nine and one half percent (99.5%) Availability for the production Cloud Software instance.

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

3. Service Level Credits.

Except under the conditions mentioned in the Conditions section below, if the Availability of the production Cloud Software instance is less than ninety-nine and one-half percent (99.5%), Ellucian will issue a credit (a “Service Level Credit”) to Client according to the following tables.

<i>Production Cloud Software</i>	
Availability	Service Level Credit Issued by Ellucian *
>= 99.50%	None
99.00% - 99.49%	5% of applicable monthly fee
97.00% - 98.99%	10% of applicable monthly fee
95.00% - 96.99%	15% of applicable monthly fee
92.00% - 94.99%	20% of applicable monthly fee

<i>Production Cloud Software</i>	
Availability	Service Level Credit Issued by Ellucian *
<92%	25% of applicable monthly fee; plus 7% for each additional 3.3% of total downtime in the applicable calendar month, up to a maximum of 100% of the applicable monthly fee

* For the avoidance of doubt, and without limitation, Service Level Credits are subject to the terms and conditions provided for in Section 6 (“Service Level Credit Request, Payment Procedures”) of this SLA.

4. Maintenance Procedure.

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

5. Conditions.

- 5.1 Client will not receive any Service Level Credits under this SLA in connection with any failure or deficiency caused by or associated with any of the following:
 - Outages, delays, or latency elsewhere on the Internet (including but not limited to upstream internet service providers (ISPs)) that hinder access to the Cloud Software;
 - Scheduled maintenance, to the extent provided herein, and emergency maintenance and upgrades;
 - Domain Name Server (DNS) issues and DNS propagation outside the direct control of Ellucian;
 - Browser or DNS caching that may make the production Cloud Software appear inaccessible when others can still access it;
 - False SLA breaches reported as a result of outages or errors of any Ellucian measurement system;
 - File transfer, email or webmail delivery and transmission;
 - Circumstances beyond Ellucian’s reasonable control;
 - Any issues caused by the action of third party software, contractors, or vendors (other than third parties authorized by Ellucian); or
 - Functional Cloud Software setup, configuration, or functionality outside the scope of the Order Form.
- 5.2 Ellucian is not responsible for localized incidents affecting a subset of the population. Further, Ellucian is not responsible for intermittent availability issues such as those that cannot be documented, measured or repeated.

6. Service Level Credit Request, Payment Procedures.

- 6.1 As part of Ellucian's obligation to provide the Cloud Software, Ellucian will provide oversight for monitoring this SLA utilizing the availability metrics information provided through the use of an industry standard monitoring tool (such tool will be the authoritative system for service level measurement under this SLA). Utilizing this output, and in order to receive a Service Level Credit, Client must make all Service Level Credit requests via email or Ellucian's ticketing system. Each Service Level Credit request in connection with this SLA must include Client's account name and the dates and times of the unavailability of the production Cloud Software and must be received by Ellucian within thirty (30) days after such production Cloud Software was not available as defined herein. If Ellucian can confirm the unavailability, and after Ellucian performs a root cause analysis which identifies that the production Cloud Software was the cause of the unavailability, then Service Level Credits will be applied within two (2) months after Ellucian's receipt of Client's Service Level Credit request.
- 6.2 The Service Level Credit percentage will be based on the amount of the Cloud Software fee paid by Client for Cloud Software for the month being measured. Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA will in no event exceed the total Cloud Software fee paid by Client for such month. Service Level Credits are exclusive of any applicable taxes charged to Client or collected by Ellucian. Such Service Level Credits are Client's sole and exclusive remedy with respect to any failure or deficiency in the production Cloud Software. No Service Level Credits will be issued for non-production environments.
- 6.3 Note: Service Level Credits are not refundable and can be used only towards future billing charges for the Cloud Software. Provided, however, if a Service Level Credit is due in the last 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.