



ELLUCIAN PARTNER NETWORK (EPN) AGREEMENT MAIN LEGAL TERMS AND CONDITIONS

(Version 2: May 1st, 2024)

OVERVIEW

Note: These Main Legal Terms and Conditions are split into “Parts”. Not all Parts are relevant to all partners. The partners, products and services that each Part applies to are specified below.

PART	DESCRIPTION	APPLICATION	TRACK(S) THAT ARE COVERED
Main Legal Terms and Conditions			
PART 1	General Terms and Conditions:	This Part applies to all partners. It sets out the legal terms and conditions that apply to the EPN as a whole.	<u>Build, Sell, Service, Accelerate.</u>
Special Terms and Conditions			
PART 2	Special Terms and Conditions covering the Purchase of	This Part covers the purchase of services by one party from the other party under the EPN – for example,	<u>Build, Sell, Service, Accelerate</u> – but only if services are purchased by one party from the other party.

	Services under the EPN:	a partner may purchase training services from Ellucian to achieve a particular Classification and Ellucian may purchase professional services from the partner once it has attained such Classification.	<i>(Note that Integration only Build Partners [previously called Silver Partners or Alliance Partners] do not generally purchase services from Ellucian. This is because they build their own integrations).</i>
PART 3	Special Terms and Conditions covering 'Partner Developments' to be hosted, sold or owned by Ellucian:	This Part covers any partner Software (or other work product that is created or supplied by or on behalf of a partner) that is to be: 1. hosted on Ellucian provided infrastructure; 2. resold by or on behalf of Ellucian; and/or 3. developed by the partner for Ellucian, (each a “Partner Development”)	<u>Some Build Partners and Some Service Partners.</u> The relevant Build Partners are (a) OEM Build Partners (hosted partners) and (b) Build Partners that have Partner Solutions that Ellucian can resell (GTM Resale Program partners). The relevant Service Partners are any Service Partners that are engaged to develop or modify Ellucian Software. <i>(Note that this Part does not apply to Integration only Build Partners [previously called Silver Partners or Alliance Partners] that sell and host their own software).</i>
PART 4	Special Terms and Conditions covering the Build Track:	This is a set of special terms and conditions that only applies to Build Partners.	<u>Build</u>
PART 5	Special Terms and Conditions covering the Sell Track:	This is a set of special terms and conditions that only applies to Sell Partners.	<u>Sell</u>
PART 6	Special Terms and Conditions covering the Service Track:	This is a set of special terms and conditions that only applies to Service Partners.	<u>Service</u>
PART 7	Definitions:	This Part applies to all partners. It defines the meaning of all capitalized terms.	<u>Build, Sell, Service, Accelerate</u>

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PART 1. GENERAL TERMS AND CONDITIONS

1. APPOINTMENT TO THE EPN.

1.1 Appointment to the EPN. The Partner is hereby appointed to the EPN for the Term.

1.2 The Partner's participation in the EPN is conditional upon the Partner maintaining this EPN Agreement with Ellucian, paying all applicable Fees associated with the EPN to Ellucian and complying with all applicable requirements of the EPN from time to time. Without prejudice to any other rights or remedies that Ellucian may have (including the right to seek an injunction against the Partner), the Parties hereby acknowledge that Ellucian may terminate the Partner's membership of all or part of the EPN (including any authorization that the Partner may have to hold itself out as a member of a particular Track) under Section 7 of these Main Legal Terms and Conditions if the Partner fails to meet any material requirements of the EPN (including if the Partner misuses any Ellucian Software products, breaches the licensing terms applicable to any Ellucian Software products and/or breaches the requirements of Section 1.4.3 below).

1.3 Scope of Appointment.

1.3.1 The Partner shall only be entitled to participate in a Track and receive any benefits associated with a Track (on and subject to the terms of this EPN Agreement), if it is appointed to such Track by Ellucian.

1.3.2 The scope of the Partner's appointment to each applicable Track on and from the Start Date is specifically listed in this EPN Agreement. The Partner's appointment to any further Track(s) following the Start Date shall be conditional on an Addendum being executed between the Parties in respect of such appointment.

1.4 Assignment of Classifications; Authority to Act etc.

1.4.1 Under each Track the Partner (and/or certain Partner solutions, services or personnel) may be assigned a particular Classification by Ellucian.

1.4.2 The assignment of all Classifications shall be determined by Ellucian. Partners and their personnel shall be required to continuously meet Ellucian's Classification requirements (including without limitation any training requirements) in order to maintain their Classifications and Ellucian reserves the right to re-classify and/or remove any Classifications at any time during the Term.

1.4.3 The Partner acknowledges that it may only market and promote itself as a member of the EPN within the scope of its appointment to the EPN, and only to the extent that it has been assigned (or that any of its solutions or personnel) have been assigned any relevant Classifications under the EPN. Without prejudice to any other terms of this EPN Agreement, the Partner warrants and undertakes that it shall not hold itself out as an "Ellucian partner" in connection with any products, services or activities that fall outside of the scope of its appointment to the EPN; nor shall it use the name or existence of the EPN, or its appointment to (or Classification(s) under) the EPN, to obtain any work from third parties that fall outside of the scope of its appointment to the EPN.

1.4.4 In addition, the Partner further acknowledges that the Partner may only use any Ellucian Objects to which it has been granted access by Ellucian (as defined below) in connection with its participation in the EPN and not for any other purpose whatsoever, including any other purpose that falls outside of the scope of its appointment to the EPN or any Classification that it holds under the EPN.

2. ACCESS TO ELLUCIAN RESOURCES UNDER THE EPN.

- 2.1 As may be further described in the EPN Guide, the Partner may be given access to certain tools, environments, systems, information and materials for use solely in connection with their participation in the EPN, which may include access to the Ellucian Customer Center, the Ellucian Partner Community, Software (which may include Software as a service or “SaaS”), interfaces, integration points, integration tools and services, routines, subroutines, documentation, product roadmaps, methodologies, templates, community websites, marketing collateral and test, development and other environments of Ellucian (collectively, “**Ellucian Objects**”). The Partner’s access to the Ellucian Objects shall be governed by any terms and conditions that are contained in and/or provided with the Ellucian Objects and the terms and conditions of this EPN Agreement (and in particular the terms of this Section 2). In some cases, access may be conditional on the payment of an associated Fee by the Partner to Ellucian, as specified in the EPN Agreement.
- 2.2 Without prejudice to the terms of Section 2.1 above, the Partner is hereby granted a non-exclusive, non-transferable, limited license to use the Ellucian Objects provided to the Partner under the EPN, solely for and in connection with the performance of the Partner’s permitted activities under the EPN (and in particular any limited purpose that is specified in this EPN Agreement), and for no other purpose whatsoever. Such license shall only continue for so long as the Partner is a member of any part of the EPN to which such permitted activities relate. (Where the license includes a license to use any third party products, such license shall be subject to the Partner’s compliance with the terms of the agreement between Ellucian and the applicable third party licensor and the terms provided in such third party’s program documentation and license definitions and rules applicable to Ellucian, which may be provided to the Partner upon request).
- 2.3 Ellucian owns all right, title and interest in and to the Ellucian Objects (including any and all modifications, enhancements, derivatives, corrections and updates thereto), including all Intellectual Property Rights therein. The Ellucian Objects constitute the Confidential Information of Ellucian and the Partner may not copy or modify the Ellucian Objects without prior written permission from Ellucian and may not access, use or reproduce any constituent part of the Ellucian Objects, including any Ellucian products that are hosted on them, or market, demonstrate, sell, offer, license, export (outside of the United States) the Ellucian Objects, or disclose the Ellucian Objects to any third parties without the prior written permission from Ellucian. Without prejudice to the foregoing, the Partner may not remove or alter any of the intellectual property rights notice(s) embedded in, or that Ellucian otherwise provides with, the Ellucian Objects (and must reproduce such notices in unaltered form in any full or partial copies that it makes of any Ellucian Objects).
- 2.4 The Partner will be responsible for its users’ use of any Ellucian Objects and their compliance with the terms of this EPN Agreement. Without prejudice to the foregoing, only authorized personnel within the Partner’s organization should be provided with access to the Ellucian Objects. The Partner will use commercially reasonable efforts to prevent unauthorized access to or use of the Ellucian Objects and will notify Ellucian promptly of any such unauthorized access or use.
- 2.5 Authorized personnel must register and log any requests, instructions and queries via any Ellucian Objects in accordance with the relevant operational processes that apply to such Ellucian Objects. Ellucian shall be under no obligation to deal with any such requests, instructions and queries if they fail to meet the requirements of such processes. Authorized personnel may also be provided with passwords, and the Partner 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 Ellucian Objects.

- 2.6 The Partner will use the Ellucian Objects in accordance with all Applicable Laws. The Partner will not use the Ellucian Objects to communicate any message, data or material that is libelous, harmful to minors, obscene or constitutes pornography, infringes the intellectual property rights of a third party, and/or would otherwise give rise to civil or criminal liability.
- 2.7 To use the Ellucian Objects, the Partner may be required to obtain, install and maintain versions of certain Software products and/or certain Software/hardware peripherals, and it is the Partner's responsibility, at the Partner's expense, to secure licenses for, install and maintain any and all such necessary products and peripherals.
- 2.8 Ellucian currently uses Amazon Web Services ("AWS") to provide the infrastructure behind some Ellucian Objects. To the extent the Partner uses Ellucian Objects residing on AWS infrastructure, the Partner agrees to comply with the Acceptable Use Policy and other applicable services terms currently available at <http://aws.amazon.com/legal>.
- 2.9 The Partner will not use the Ellucian Objects to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- 2.10 The Partner will not upload any content or data to, or otherwise use, edit, process or store any data or content in, the Ellucian Objects without the prior written consent of Ellucian. Notwithstanding the foregoing, The Partner will be responsible for the accuracy, completeness, quality and legality of any data and/or content it loads into the Ellucian Objects and of the means by which it acquired such data.

3. PARTNERSHIP RESPONSIBILITIES AND STANDARDS.

- 3.1 Compliance Checks. The Partner may be subjected to financial due diligence checks and other compliance checks as conducted by Ellucian on its partners from time to time and may be required to comply with certain codes and standards that are applicable to Ellucian's partners from time to time. The Partner acknowledges that if the Partner fails any such checks and/or fails to comply with any such codes or standards Ellucian shall be entitled to terminate this EPN Agreement and the Partner's appointment for cause, in accordance with the terms and conditions of this EPN Agreement. In addition, the Partner warrants and represents that any and all materials and information that it supplies to Ellucian under or connection with this EPN Agreement and/or its appointment under this EPN Agreement are complete, truthful, accurate and not misleading and that it has not omitted to supply any materials or information which would be deemed relevant or material to any person conducting financial due diligence and other compliance checks on the Partner.
- 3.2 Partner Code of Conduct. Without prejudice to any of the foregoing, the Partner acknowledges and agrees that it shall at all times adhere to the standards set out in the then-current Ellucian Partner Code of Conduct from time to time (the requirements of which shall be incorporated herein).
- 3.3 Resources. Unless expressly agreed otherwise between the Parties, it is the responsibility of the Partner to ensure, at its own expense, that it has adequate facilities and sufficiently skilled and trained personnel to enable it to effectively perform its obligations under the EPN.
- 3.4 Governance. Throughout the Term the Parties shall meet (either in person or via appropriate remote means) at such intervals as are required under the EPN. At such meetings the parties shall discuss all matters requested by Ellucian in respect of the Partner's activities under the EPN and this EPN Agreement and the Parties shall use all reasonable endeavors to ensure that any necessary actions that are agreed at such meetings are implemented within a reasonable timeframe following such meetings.

- 3.5 **No Sub-contracting.** The Partner shall not appoint any sub-reseller(s), agent(s), subcontractor(s) or other person(s) to exercise any of Partner's rights under this EPN Agreement without Ellucian's prior written consent. This shall include any right that the Partner may have (if any) to promote or sell Ellucian Software products and/or services, or any right that the Partner may have to perform any services integration work or services in respect of any Ellucian Software products. Without prejudice to the foregoing restriction, if the Partner does appoint a sub-reseller(s), agent(s), subcontractor(s) or other person(s) to exercise any of Partner's rights under this EPN Agreement, the Partner will be responsible for the actions or omissions of such sub-reseller(s), agent(s), subcontractor(s) or other person(s) and will enter into an agreement with any such party requiring them to comply with all of the terms and conditions of the EPN and this EPN Agreement.
- 3.6 **Partner Actions.** The Partner shall indemnify Ellucian and hold it harmless from and against any Losses incurred or suffered by Ellucian as a result of: (a) any breach of any Applicable Laws by the Partner; (b) any security breach or vulnerability caused by or on behalf of the Partner; (c) any claim, demand, regulatory or other action that is brought against Ellucian as a result of the acts or omissions of the Partner; or (d) any damage to tangible property or death or personal injury that is caused by the acts or omissions of the Partner. Such obligations will survive the expiry or termination of this EPN Agreement.
4. **FEES.**
- 4.1 **Fees.** Each Party shall pay the Fees associated with the EPN and specified or referenced in this EPN Agreement, including any Fees set out in any Order Forms, to the other Party, in accordance with the terms of this EPN Agreement. (If a ratecard has been agreed between the Parties for any services to be provided under this EPN Agreement, the Fees for such services shall be based on such ratecard unless expressly agreed otherwise between the Parties).
- 4.2 **Currency.** Unless expressly agreed otherwise between the Parties, all amounts referenced in this EPN Agreement are stated in the currency specified in this EPN Agreement and all payments under this EPN Agreement will be made in such currency. (If no currency is specified in the EPN Agreement the relevant currency shall be USD (US dollars)).
- 4.3 **Taxes.** Subject to the other terms of this EPN Agreement, taxes (other than taxes based on Ellucian's net income or capital), as well as import, export license fees and any other tariffs or charges imposed by any governmental or taxing authority and based upon or in any way relating to any Ellucian Objects and/or Software and/or services provided by Ellucian to the Partner under this EPN Agreement will be the responsibility of the Partner and will be payable in addition to other fees and charges under this EPN Agreement.
- 4.4 **WHT.** The Parties acknowledge and agree that if non-resident withholding tax is applicable as prescribed by law in any relevant territory, the invoiced Party may deduct the applicable withholding tax from the amounts reflected in the relevant Order Forms and remit the same tax withheld to the appropriate tax authorities. The withholding tax rate to be applied by the invoiced Party shall be the lowest withholding tax rate prescribed by law in the relevant territory or by any applicable tax treaty or treaties. The invoiced Party will promptly provide the invoicing Party with an appropriate withholding tax certificate or appropriate evidence of payment to the tax authorities in connection with the invoiced Party's payment of any applicable invoice.
- 4.5 **Partner's Discretion.** Although Ellucian may be granting the Partner the right to acquire Software and services at certain stated prices as may be defined in this EPN Agreement, the Partner is free to determine the fees and costs which Partner charges to its Clients for such Software and services.

5. INVOICING AND PAYMENT TERMS.

- 5.1 Invoicing and Payment Terms Annual membership fees shall be due on execution of this EPN Agreement or the relevant Addendum or Order Form between the Partner and Ellucian and payable within thirty (30) days from the date of invoice. The invoicing and payment terms for all other Fees shall be as specified elsewhere in these Main Legal Terms and Conditions, or in the relevant Order Form. (In the event of a conflict the Order Form shall prevail).
- 5.2 Obligation to Remit Payment. The Partner's failure to charge and/or collect fees from any of its clients will not relieve the Partner from its obligations to remit payment of any Fees to Ellucian in accordance with the terms of this EPN Agreement. If the Partner fails to make payment of any Fees for any Software or services when due to Ellucian, without affecting any other rights or remedies that Ellucian may have, Ellucian shall be entitled to suspend or withhold performance and/or use of any or all Software and/or services until Ellucian has been paid and/or may deduct outstanding sums from any sums owed by Ellucian to the Partner under this EPN Agreement or otherwise.
- 5.3 Late Payment. Late payments are subject to a late charge equal to one and one half percent (1.5%) per month.

6. MUTUAL LIMITATION OF LIABILITY.

- 6.1 Subject to the other terms of this EPN Agreement (including in particular the remaining terms of this Section 6), and without prejudice to any other limitations or exclusions of liability set out elsewhere in this EPN Agreement (which shall take precedence over this Section), the Parties agree as follows:
- 6.1.1 Per Claim Cap. Subject to Section 6.1.2, each Party's liability to the other Party, However Arising, shall be limited per claim, or series of claims arising out of the same events or circumstances, to the higher of (i) 1.5 X (one and a half times) the Fee(s) paid and/or payable by the other Party under this EPN Agreement in relation to the products, services and/or activities giving rise to the claim(s) or (ii) \$10,000 US dollars; and
- 6.1.2 Total Cap. Notwithstanding Section 6.1.1, each Party's liability to the other Party, However Arising, for all claims in total shall be limited to the higher of (i) 1.5 X (one and a half times) the Fees paid and/or payable by the other Party in total under this EPN Agreement or (ii) \$50,000 US dollars.
- 6.2 "**However Arising**" when used or referred to in this Section 6 covers all causes and actions giving rise to the liability of a Party arising out of or in connection with this EPN Agreement and/or any products, services or activities supplied or performed by that Party under this EPN Agreement, including whether arising by reason of any misrepresentation (whether made prior to and/or in this EPN Agreement) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise.
- 6.3 None of the limitations or exclusions of liability set out in this EPN Agreement shall apply to any liability under any indemnities, any liability under Section 9.4 (Intellectual Property) or any breach of Section 10 (Confidential Information). In addition, nothing in this EPN Agreement shall limit or exclude either Party's liability for anything which cannot be excluded or limited by applicable law.

7. TERMINATION.

- 7.1 Termination for Cause. Either Party has the right to terminate this EPN Agreement including any Order Form if the other Party breaches or fails to perform a material provision or material requirement of this EPN Agreement including its Order Forms (hereinafter a “**Material Breach**”) as follows:
- 7.1.1 Termination for Breach if Irremediable. Either Party has the right to terminate this EPN Agreement in whole or in part (including any Order Form) with immediate effect on written notice to the other Party if the other Party is in Material Breach and such Material Breach is not capable of remedy.
- 7.1.2 Termination for Breach if Remediable. Either Party has the right to terminate this EPN Agreement in whole or in part (including any Order Form) if the other Party is in Material Breach and such Material Breach is capable of remedy. To terminate this EPN Agreement in whole or in part (including any Order Form), the Party seeking termination must give the other Party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other Party will have thirty (30) days to cure the breach to the reasonable satisfaction of the Party seeking termination. If the event or condition giving rise to the right of termination is not cured within that period, this EPN Agreement (including any Order Form) may be terminated in whole or in part at the end of that period in the sole discretion of the Party seeking termination.
- 7.2 Termination of Program Elements. Each Party shall be entitled to terminate any element of the Partner’s appointment to the EPN (including the Partner’s appointment to a Track and/or any appointment that allows the Partner to sell Ellucian Software in a particular territory (if applicable)) for convenience on not less than 90 days’ written notice to the other Party at any time during the Term PROVIDED THAT, if Ellucian terminates an element of the Partner’s appointment to the EPN in accordance with this Section, Ellucian shall refund any Fees that specifically and wholly relate to such element and that have been pre-paid by the Partner (on a pro-rata basis), at the specific request of the Partner. Notwithstanding the foregoing, this termination right shall be without prejudice to Ellucian’s right to update any product listings or other program elements, including the EPN Guide, at any time during the Term and Ellucian’s right to remove the Partner from any element of the EPN if the Partner has failed to meet any mandatory requirements applicable to such element of the EPN, including if the Partner has failed to pay any membership Fees that are due and payable in respect thereof (which Ellucian may do on written notice to the Partner at any time). In such circumstances the terms of Section 8 shall apply.
8. **EFFECT OF EXPIRATION/TERMINATION.**
- 8.1 Effect of Expiration/Termination.
- 8.1.1 Termination of this EPN Agreement in its entirety shall result in an automatic termination of all Tracks to which the Partner is appointed. A termination of one Track or element of a Track shall not automatically terminate any other Tracks or other elements of that Track; provided that each Party shall have the right to treat the other Party’s breach of any obligations associated with a Track as a breach of this EPN Agreement.
- 8.1.2 Termination of this EPN Agreement (either in whole or in part) shall not automatically terminate Order Forms already executed under this EPN Agreement, unless so specified in a termination for breach notice relating to such Order Form or specified elsewhere in this EPN Agreement or in the terms relating of such Order Form. The terms and conditions of this EPN Agreement shall continue to apply to all continuing Order Forms until they expire or terminate in accordance with the terms of such Order Forms.
- 8.1.3 A termination of one Order Form shall not automatically terminate any other Order Forms; provided that each Party shall have the right to treat the other Party’s breach of an Order Form as a breach of the Track under which such Order Form was executed.

8.1.4 On any suspension, termination or expiry of this EPN Agreement or any element of the Partner's appointment under this EPN Agreement, without prejudice to any other terms of this EPN Agreement, all rights granted to the Partner under this EPN Agreement and/or such element of this EPN Agreement shall immediately cease, and the Partner shall immediately cease all such activities in connection thereof (including without limitation all and any authorizations for the Partner and/or its personnel to hold itself out as a participant in the EPN in such regard).

8.1.5 On any suspension, termination or expiry of any Order Forms, or any licenses or services provided under such Order Forms, Ellucian shall have no obligation to continue to provide the relevant products and services under such Order Forms.

8.1.6 On the termination or expiry of this EPN Agreement (or any element of the Partner's appointment under this EPN Agreement) and/or an Order Form, each Party will promptly return to the other Party or (at such other Party's request) destroy all copies of all materials (including, with respect to Ellucian, any Ellucian Software programs or products, documentation, price lists, customer lists, lists of sales and marketing personnel, marketing and promotional brochures and/or sales kits) supplied to such Party by the other Party pursuant to this EPN Agreement or the applicable appointment or Order Form(s), including without limitation all Confidential Information of such other Party, and certify to the other Party in writing (at the request of the other Party), by the signature of a duly authorized representative of such Party, that it has done so. In addition, Ellucian reserves the right to remove the Partner's access to any Confidential Information of Ellucian, including access to any Ellucian Software.

8.1.7 The following terms will survive expiration or termination of the EPN Agreement (or any element of the Partner's appointment under this EPN Agreement) and/or an Order Form for any reason: (a) all obligations relating to non-use and non-disclosure of Confidential Information and data; (b) limitations of liability and indemnity; (c) all provisions which by their express terms survive termination of this EPN Agreement (or any element of the Partner's appointment under this EPN Agreement) or such Order Form; and (d) all as such other provisions that would reasonably be deemed to survive any such expiration or termination.

8.2 No Prejudice. Termination of this EPN Agreement (or any element of the Partner's appointment under this EPN Agreement) and/or any Order Forms by a Party will be without prejudice to such Party's other rights and remedies under or in connection with this EPN Agreement, both at law and in equity.

9. **INTELLECTUAL PROPERTY RIGHTS AND USE OF TRADEMARKS/BRANDING.**

9.1 Independent IP. Subject to Section 9.2 below, each Party (or its licensors as applicable) shall retain ownership of any of its Intellectual Property Rights which were developed, licensed or acquired by or on its behalf (or by or on its licensors' behalf) independently from this EPN Agreement including any Order Form and independently from the other Party's Intellectual Property Rights and Confidential Information (collectively "**Independent IP**"). Independent IP shall include any modifications or derivatives to such Independent IP, but shall exclude any Intellectual Property Rights that are owned by Ellucian pursuant to the remaining terms of this Section 9.

9.2 Ellucian Software. Notwithstanding the foregoing, Ellucian or its licensors shall be the exclusive owner of all worldwide right, title and interest in all and any Ellucian Software.

9.3 Trademarks.

9.3.1 All trademarks, service marks, logos, trade names or other words or symbols identifying Ellucian's products and services ("**Ellucian Marks**"), or Partner's products and services ("**Partner's Marks**") are and will remain the property of Ellucian and Partner respectively. Each Party agrees not to take any action that infringes or otherwise jeopardizes the other Party's proprietary rights or to acquire any rights in the other Party's Marks. Subject in all cases to the terms, conditions and restrictions contained in this EPN Agreement, each Party will have a non-exclusive, non-transferable right during the Term to use the other Party's Marks solely in connection with such Party's permitted activities under this EPN Agreement. Each Party's use of the other Party's Marks will comply with any and all of the owning Party's standard trademark, logo and/or other usage guidelines that are provided or expressly made available to the other Party in each instance and that may be updated from time to time at the owning Party's sole discretion.

9.3.2 Each Party acknowledges that it is granted no rights with respect to the other Party's Marks except as expressly set forth herein and, upon termination or expiration of this EPN Agreement, unless otherwise authorized under a separate agreement between the Parties, each Party will cease all use of the other Party's Marks and delete the same from any and all of its sales, promotion, marketing and similar materials.

9.4 Intellectual Property Indemnity.

9.4.1 Each Party (the "**Licensing Party**") hereby confirms that it has sufficient right, title and interest in all and any Licensor Work Product. The Licensing Party shall defend, indemnify and hold the other Party (the "**Licensed Party**") harmless from and against any loss, cost and expense that the Licensed Party incurs because of a claim that any Licensor Work Product infringes any Intellectual Property Rights of a third party (which, if the Licensed Party is only permitted to use the Licensor Work Product in a particular Territory, shall only apply in connection with any use of the Licensor Work Product in such Territory). The Licensing Party's indemnification obligations under this Section are expressly conditional on the following: (a) the Licensed Party must promptly notify the Licensing Party of any such claim; (b) the Licensed Party must be given authority for the defense of such claim; (c) the Licensed Party must provide all reasonable assistance to the Licensing Party to facilitate the defense of the claim; and (d) the claim must not directly arise from (i) any modifications by another party; or (ii) any drawing, design, or instruction supplied by or on behalf of the Licensed Party to the Licensing Party or (iii) from the use or combination of products provided by the Licensing Party with items provided by the Licensed Party or others.

9.4.2 Following written notice of a claim or of a threatened or actual suit, the Licensing Party will at its sole expense, first use good faith efforts to procure for the Licensed Party the right to continue to use and have others use the alleged infringing Licensor Work Product; and upon failing to effect such remedy, will use good faith efforts to replace or modify the Licensor Work Product to make it non-infringing. If the Licensing Party replaces or modifies the Licensor Work Product, such replacement shall meet substantially the same specifications of the Licensor Work Product as provided in any applicable documentation (being any on-line and hard copy functional and technical specifications for the Licensor Work Product, and that describe the functional and technical capabilities of the Licensor Work Product).

10. CONFIDENTIAL INFORMATION.

10.1 Obligations. Recipient will treat the Discloser's Confidential Information as proprietary and confidential to the Discloser and will only use the Discloser's Confidential Information for the purpose of the performance of this EPN Agreement and will protect the Discloser's Confidential Information by using at least the same standard of care (which shall in no event be less than a reasonable standard of care) that it uses to protect its own Confidential Information of equal importance. Recipient will limit disclosure of

	Discloser's Confidential Information solely to those of the Recipient's officers, employees, legal and professional advisors, auditors and authorized subcontractors who have a genuine "need to know," provided however, that any such party to whom the Discloser's Confidential Information is disclosed shall be bound to protect the confidentiality thereof on terms and conditions substantially similar to those set forth herein.
10.2	<u>Certain Exclusions.</u> The foregoing obligations shall not apply to information that: (a) is or becomes public knowledge through no fault of, or breach of this EPN Agreement by, the Recipient; (b) was rightfully in the possession of the Recipient, without confidentiality restrictions, prior to the Recipient's receipt of the information pursuant to this EPN Agreement; (c) was rightfully acquired by the Recipient from a third party who was entitled to disclose such information, without confidentiality or proprietary restrictions; (d) was independently developed by the Recipient without using or referring to the Discloser's Confidential Information; or (e) is subject to a written agreement pursuant to which the Discloser authorized the Recipient to disclose the subject information.
10.3	<u>Legally Required Disclosures.</u> The obligations of confidentiality assumed under this EPN Agreement shall not apply to the extent that the Recipient is required to disclose the Discloser's Confidential Information under any applicable law, regulation or an order from a court, regulatory agency or other governmental authority having competent jurisdiction. Notwithstanding the foregoing, in the event that the Recipient receives a request to disclose the Discloser's Confidential Information from one of the aforementioned authorities, the Recipient shall (a) promptly notify the Discloser of the request or order in order to provide the Discloser an opportunity to seek a protective order; (b) provide the Discloser with reasonable cooperation in its efforts to resist the disclosure, upon reasonable request by the Discloser and at the Discloser's expense; and (c) disclose only the portion of the Discloser's Confidential Information that is required to be disclosed under such law, regulation or order.
10.4	<u>Additional Restrictions.</u> The Partner will not refer to or otherwise use any of Ellucian's Confidential Information as part of any effort to develop a Software program or product having any functional attributes and/or features similar to the proprietary products belonging to Ellucian, or to otherwise compete with Ellucian. If necessary to exercise any rights granted to Partner hereunder, it will not be a breach of this Section for the Partner to use an Ellucian Application Program Interface (API) or Web Service to integrate Partner's Software products to those of Ellucian, even if such integrated Software product(s) compete with Ellucian product(s).
10.5	<u>No Reverse Engineering.</u> The Partner is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of any Ellucian Software or Ellucian Objects in whole or in part, including any user interface.
10.6	<u>Prohibition On Own Use.</u> Except as otherwise expressly provided in this EPN Agreement, the Partner is prohibited from using any Ellucian Software or services provided by Ellucian to the Partner under this EPN Agreement to process its own information, to provide service bureau data processing services or to otherwise provide services to third parties. In addition, except as expressly provided in this EPN Agreement, unless Ellucian gives its prior written consent, the Partner may not (i) disclose or distribute the Ellucian Software to, or use it for the benefit of, any third party or (ii) assign, license, or otherwise transfer, voluntarily, by operation of law or otherwise, its right to use any such Ellucian Software and services (and the Partner may not make such Ellucian Software or services available in any commercial timesharing, commercial networking, or rental arrangements).
10.7	<u>Injunctive Relief.</u> Each Party agrees that that the Discloser's remedies for breach of this Section 10 will be difficult to quantify and, accordingly, in the event of a breach of this Section 10, each Party shall be

entitled to seek preliminary and permanent injunctive relief as well as any other remedies available at law or equity.

11. REPRESENTATIONS AND WARRANTIES; LEGAL COMPLIANCE; DISCLAIMER.

11.1 Authority. Each Party represents and warrants that it is an entity registered under the laws specified on the front page of this EPN Agreement, that it has the right and authority to enter into this EPN Agreement, that the execution or performance of this EPN Agreement will not violate, breach or contravene any of the terms, conditions or provisions of any contract, covenant, understanding and/or other agreement, whether written or oral, to which they are a party or are otherwise bound; and that there are no restrictions of any kind that could affect their ability to enter into this EPN Agreement or to perform and abide by its obligations hereunder.

11.2 Legal Compliance. In connection with its rights and obligations under this Agreement, the Parties shall comply with all Applicable Laws, rules and regulations of the territory(ies) in which they conduct the business contemplated under this EPN Agreement and any other legal compliance obligations set forth in this EPN Agreement.

11.3 Anti-Corruption; Foreign Corrupt Practices Act.

11.3.1 Each Party represents and warrants that it has complied and will comply with all domestic and foreign anti-bribery and anti-corruption laws, and other laws governing improper payments. Without limiting the generality of the foregoing, each Party further covenants that, in connection with its activities under this Agreement, it will not offer, promise, authorize or otherwise act in furtherance or, or pay, anything of value, directly or indirectly, to a Government Official (as hereinafter defined), or political party or party official, candidate for political office, or official of a public international organization. For purposes of this EPN Agreement, the term “**Government Official**” will mean and include any official or employee of national, local or provincial or state government department, agency, or instrumentality, as well as an official in the judicial, legislative, or military, anyone acting in an official capacity for any government, any persons acting on behalf of a public international organization, any persons employed by or acting for a government-owned business or any immediate family member of such persons. Any such offer, promise, authorization, act in furtherance, or payment will render this EPN Agreement null and void and will extinguish any right to compensation that otherwise might be due and owing to a Party hereunder. Neither Party will take any action which would constitute a violation of applicable domestic or foreign laws, rules or regulations concerning anti-bribery and anti-corruption, or which would create an appearance of impropriety.

11.3.2 Without limiting the foregoing, each Party understands the prohibition of the United States Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-1, et seq., hereinafter, the “**FCPA**”) and the UK Bribery Act, as applicable, and acknowledges that each Party is subject to the FCPA and the UK Bribery Act. Each Party represents that it has not and will not take any action in furtherance of an unlawful offer, promise or payment to a foreign public official as defined by the FCPA and the UK Bribery Act and that it has not and will not take any action that would cause the other Party to be in violation of the FCPA or the UK Bribery Act.

11.4 International Trade Compliance.

11.4.1 This EPN Agreement is expressly made subject to United States and other jurisdictions’ applicable legal requirements regarding exporting and other international trade transactions (“**Trade Controls**”). The Partner’s use, disposition of and other actions with respect to the Software will comply with Trade Controls. Without limitation, the Partner will not allow any Ellucian Software, in whole or in

part, to be exported outside of the relevant territory permitted by Ellucian. Without limitation, the Partner is prohibited from directly or indirectly exporting (or re-exporting) or providing access to any Ellucian Software to any individual or organization with whom or which the U.S. government imposes restrictions on dealings including by virtue of the individual's or organization's location, residency, citizenship, domicile or chartering in an embargoed jurisdiction.

11.4.2 The Partner will provide to Ellucian not less than ten (10) days' prior written notice in the event that any of the Partner's data, Software, third party Software and any other Partner Confidential Information is controlled for export under the U.S., local law or other Applicable Laws. Unless otherwise expressly agreed, the Partner will be the importer of record of any such items for which import is required for delivery of any portion of the Software and/or services outside the United States. In this regard, the Partner will obtain any export/import licences, permits or consents, and comply with all customs and other legal regulations, that are applicable to the supply and delivery to the Partner of the Software, documentation and any other materials or services supplied to the Partner under this EPN Agreement.

11.5 Prohibited Use. The Partner is not and during the Term shall not become involved in the research, design, development, manufacture, production or distribution of chemical, biological, or nuclear weapons or the technology used to deliver such weapons. The Partner agrees to provide Ellucian with such access to Partner personnel, facilities and documentation at such times as Ellucian may reasonably request to audit Partner's compliance with these provisions.

11.6 Implied Warranties. Except for the warranties expressly specified in this EPN Agreement, each Party explicitly disclaims all warranties (express or implied), including implied warranties of merchantability and fitness for a particular purpose. Without prejudice to the foregoing, Ellucian does not warrant that any Ellucian Software and/or Ellucian Objects will, in whole or in part, be error free, operate without interruption or will be compatible with any specific Partner or third party hardware or Software.

11.7 No Exclusion. Nothing in this EPN Agreement excludes or limits either Party's liability for any liability which cannot lawfully be excluded or limited, or for death or personal injury caused by that Party's negligence or fraud.

11.8 Acknowledgement. Subject to Section 11.7 above, in no event will Ellucian be liable to the Partner for any: (1) indirect, special or consequential loss, damages, costs or expenses or (2) loss of profit, loss of business; loss of goodwill; loss of anticipated savings; in each case whether based on breach of contract, fundamental breach, tort (including negligence), product liability, or otherwise, and whether or not Ellucian has been advised of the possibility of such damage or loss. The Partner acknowledges that Ellucian has set its fees and entered into this EPN Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in this EPN Agreement, and that the same form an essential basis of the bargain between the Parties.

12 GENERAL/BOILERPLATE.

12.1 Relationship of the Parties. Except as expressly authorized under this EPN Agreement, neither Party will have any authority, nor will either Party represent that it has any authority, to assume or create any obligation, express or implied, on behalf of the other Party. Each Party is an independent contractor, and this EPN Agreement will not be construed as creating a partnership, joint venture or employment relationship between the Parties or as creating any other form of legal association that would impose liability on one Party for the act or failure to act of the other Party.

- 12.2 Nonexclusive Relationship. The grant of any rights to the Partner under this EPN Agreement and the relationship formed by this Agreement are non-exclusive.
- 12.3 Audit. The Partner will maintain books and records in connection with its activities under this Agreement for a period of five (5) years after the expiration or termination of this EPN Agreement. Ellucian may, at its sole cost and expense, audit the relevant books and records of the Partner to review and ensure compliance with any terms of this EPN Agreement but not more than once in each year. Any such audit will be conducted during regular business hours at the Partner's offices, upon prior arrangement with Partner, at such times as will not interfere unreasonably with the Partner's business activities.
- 12.4 Non-Solicitation. During the Term and for a period of one (1) year from whichever is the later of the termination or expiry of (i) this EPN Agreement or (ii) the last surviving Order Form executed under this EPN Agreement, neither Party will directly or indirectly solicit for hire, hire or knowingly engage the services of any person who, in the previous six (6) month period, was an employee of the other Party and with whom the hiring Party has come in to direct contact with as a result of, or in connection with, this EPN Agreement without the prior written consent of that other Party.
- 12.5 Ellucian may subcontract to Ellucian Affiliates and/or third parties some or all of the responsibilities described in this EPN Agreement, provided, however, that: (i) Ellucian will not be relieved of any duty, responsibility or liability under this Agreement by reason of any such subcontracting, and (ii) Ellucian will at all times remain responsible to Partner for the performance of the subcontracted responsibilities under the Agreement.
- 12.6 Force Majeure. Neither Party will be liable to the other for any failure or delay in performance under this EPN Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labour disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the Party failing or delaying in performance.
- 12.7 Assignment. Neither Party may assign any of its rights or obligations under this EPN Agreement or an Order Form (in whole or in part) without the prior written consent of the other Party to this EPN Agreement, except that Ellucian may, without the prior written consent of the Partner, assign (in whole or in part) this EPN Agreement or an Order Form or of any of Ellucian's rights under this EPN Agreement or an Order Form: (i) to an Ellucian Affiliate; (ii) to Ellucian's successor by merger or consolidation, to any person or entity that acquires all or substantially all of its shares or assets or (iii) to any person or entity to which Ellucian transfers any of its rights in any Software.
- 12.8 No Waiver. A Party's failure to enforce its rights with respect to any single or continuing breach of this EPN Agreement or an Order Form will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.
- 12.9 Negotiated Terms. The Parties agree that the terms and conditions of this EPN Agreement are the result of negotiations between the Parties and that this EPN Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this EPN Agreement.
- 12.10 Affiliates. Any Party or any Party's Affiliate may execute an Order Form (or other binding contractual document under this EPN Agreement) with the other Party or with the Affiliate of the other Party. In such cases, for the purposes of each such Order Form and/or binding contractual document, any reference to the relevant Party as used in this EPN Agreement shall be deemed to mean the applicable Party Affiliate executing the Order Form and/or other binding contractual document. Each Party shall retain their respective obligations under the EPN Agreement including performances of their respective

Affiliates under such Order Form and/or binding contractual document. Further, in performing any services hereunder a Party may utilize the personnel, resources and facilities of its Affiliates; provided that in all such cases such Party will not be relieved of any duty, responsibility or liability under this EPN Agreement by reason of any such subcontracting, and such Party will at all times remain responsible to other Party for the performance of the subcontracted responsibilities under this EPN Agreement.

- 12.11 **No Third Party Rights.** Except as otherwise provided in this EPN Agreement, there are no third party beneficiaries to this EPN Agreement or to any Order Form. Notwithstanding the foregoing, the Parties acknowledge that this EPN Agreement including all Order Forms are entered into for the benefit of Ellucian and all Ellucian Affiliates. Ellucian shall be entitled (but not required) to bring actions against the Partner for losses, costs, expenses and liabilities incurred by Ellucian's Affiliates in connection with all matters relating to their subject matter and terms and conditions, and in those circumstances such amounts shall be treated as the losses, costs, expenses and liabilities of Ellucian.
- 12.12 **Severability.** If any provision of this EPN Agreement is illegal or unenforceable, it will be deemed stricken from the EPN Agreement and the remaining provisions of the EPN Agreement will remain in full force and effect.
- 12.13 **Publicity.** Each Party must obtain the prior written consent of the other Party prior to releasing any press release or public announcement mentioning this EPN Agreement and/or the other Party or its products and/or services. The Party issuing the release or announcement will abide by the other Party's then-current press release guidelines. Each Party will obtain the other Party's prior written approval, which approval will not be unreasonably withheld, for publicity that contains claims, quotes, endorsements or attributions by or of the other Party and its products and/or services. Notwithstanding the foregoing, nothing in this Agreement will be deemed to prohibit either Party from publicising any information that such Party is required to release or announce as a matter of law. In any permitted publicity, the Parties agree to give full credit and recognition to the participation of the other Party.
- 12.14 If the Partner provides Ellucian with suggestions for changes or improvements, or other feedback, regarding the EPN or regarding other matters relating to Ellucian's products or services (collectively, "**Feedback**"), Ellucian has the right to use the Feedback for any purpose without obligation of any kind to the Partner or to any third party, except that Ellucian will not disclose the source of the Feedback without the Partner's consent (which shall not be unreasonably withheld, conditioned or delayed by the Partner).
- 12.15 **Reservation of Rights.** Any rights not expressly granted in this EPN Agreement are expressly reserved.
13. **NOTICES.** All required notices (meaning, for example, notices of breach, termination, non-renewal, cancellation, payment disputes and personnel issues) under this EPN Agreement, other than notices in the ordinary course of business in connection with routine project matters, must be in writing and will be deemed given when: (a) when delivered personally; (b) three (3) business days after being sent by registered or tracked mail (c) two (2) business days after being sent by overnight courier for priority delivery within one (1) business day (and otherwise upon delivery if not sent for priority delivery within one (1) business day); or (d) the next business day after being sent by email. Notices must be sent to a Party at its address shown on this EPN Agreement, or to such other place as the Party may subsequently designate for its receipt of notices. Partner must promptly send copies of any notice of material breach and/or termination to Ellucian's General Counsel at 4 Country View Road, Malvern, PA 19355, email: Asklegal@ellucian.com, or to such other place as Ellucian may subsequently designate for its receipt of notices.

14. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the Parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications (including, without limitation, agreements) between the Parties about its subject matter. Each of the Parties acknowledges and agrees that in executing this EPN Agreement, including any Order Form(s), it does not do so on the basis of and does not rely on any statement or representation (unless made fraudulently) other than as expressly set out or incorporated by reference into this EPN Agreement. Any purchase order or similar document which may be issued by the Partner in connection with this EPN Agreement does not modify this EPN Agreement. By the execution of the EPN Agreement, each Party represents and warrants that it is bound by the signature of its respective signatory.
15. **MODIFICATIONS.** Except for the EPN Guide and any other operational documentation that relates to the EPN (including, without limitation, any Ellucian SaaS product listings), which may be updated by Ellucian to take account of program changes, any modifications to this EPN Agreement will only be effective if made via an Addendum.
16. **CHOICE OF LAW; JURISDICTION** This EPN Agreement including each Order Form and any disputes or claims arising out of or in connection with them, their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed under the laws specified in this EPN Agreement (or if no laws are specified in this EPN Agreement the laws of the Commonwealth of Pennsylvania). The parties irrevocably agree that the courts specified in this EPN Agreement (or if no courts are specified in this EPN Agreement the courts of the Commonwealth of Pennsylvania) shall have non-exclusive jurisdiction to settle any disputes or claims that arise out of or in connection with this EPN Agreement including its Order Forms, their subject matter or formation (including non-contractual disputes or claims).

PART 2. SPECIAL TERMS AND CONDITIONS CONVERING THE PURCHASE OF SERVICES UNDER THE EPN

17. **ORDER FORMS.** In each instance in which the Partner or Ellucian (each a “Subcontractor”) is engaged to provide Subcontractor Services to the other Party (the “Prime Contractor”) under this EPN Agreement, the Parties must first execute an Order Form. Each Order Form shall constitute a separate and independent contract between the parties to the Order Form incorporating the terms and conditions of this EPN Agreement including the relevant Order Form (and, for the avoidance of doubt, if the Parties execute a general Order Form that allows the Prime Contractor to order Subcontractor Services from the Subcontractor from time to time, each individual order under such Order Form shall constitute a separate and independent contract between the parties as referenced herein). Each order will, inter alia, describe the particular Subcontractor Services to be provided during the engagement, the Client for whose benefit such Subcontractor Services are to be provided, the place or places at which the Subcontractor Services are to be provided, the duration of the Services engagement, and the rates applicable to such Subcontractor Services.
18. **CONDITIONS FOR PROVISION OF SERVICES.** For each Order Form executed by the Parties hereunder, the Prime Contractor shall employ commercially reasonable efforts to ensure that either it or the Client for whose benefit the Subcontractor Services are being provided will provide the Subcontractor with such assistance and cooperation as may reasonably be required in order that the Subcontractor may

render the Subcontractor Services, including access to the Client's personnel and hardware and Software systems.

19. **STANDARDS OF PERFORMANCE.** For each Order Form executed by the Parties hereunder, the Subcontractor will render all Subcontractor Services in a professional and workmanlike manner in accordance with standards generally accepted in the information technology industry for similar services. Furthermore, the Subcontractor shall perform the Subcontractor Services using sufficiently trained, skilled and experienced personnel of the standard required to perform the Subcontractor Services in accordance with this EPN Agreement including the applicable Order Form. In addition, the Subcontractor shall provide the Subcontractor Services in a manner that meets, in all material respects, any and all performance standards, timelines and deliverable conditions specified in the applicable Order Form, services description or Statement of Work (SOW) (and in the case of services provided by the Partner to Ellucian following the Ellucian methodology and in accordance with all requirements and practices of Ellucian as such requirements and practices may be detailed in any training provided by Ellucian to the Partner); provided, however, that in no event shall the Subcontractor be responsible for delays or deficiencies resulting from the direct actions or inactions of the Client and/or the Prime Contractor.
20. **DEFICIENCIES.** To the extent that the Subcontractor fails to provide the Subcontractor Services in accordance with the above standards (and/or any other applicable standards or warranties that are specified in this EPN Agreement), and is notified by the Prime Contractor of the deficiency in a timely manner, it shall promptly re-perform the deficient Subcontractor Services, at no additional cost, so that they comply with the above standards. In the event that, despite its repeated, reasonable efforts, the Subcontractor is unable to cure the deficient services, then the Prime Contractor shall be entitled to a refund of fees paid for the deficient, uncured Subcontractor Services and, in addition, may pursue all remedies (including termination of the Order Form and recovery of damages, subject to applicable limitations) to the extent permitted under this EPN Agreement or otherwise.
21. **PRIME CONTRACTOR AND SUBCONTRACTOR SPECIFIC CONFIDENTIALITY OBLIGATIONS.** Prime Contractor will include in each Client Agreement for whom Subcontractor is providing Subcontractor Services hereunder an appropriate confidentiality provision which extends to protect confidential information of third parties such as the Subcontractor. Similarly, the Subcontractor agrees to treat the confidential information of the Prime Contractor's Client in the same fashion that it is bound to treat Prime Contractor's Confidential Information under the terms of the above provision.
22. **RIGHTS OF USE ETC.** Each Party (the "Licensor") grants to the other Party (the "Licensee"), during the term of the relevant Order Form, a non-exclusive, non-transferable license to access and use all Software and materials of the Licensor (or its Client) that are provided by the Licensor to the Licensee during the term of the Order Form solely for the purpose of providing, and as necessary to so provide, the Subcontractor Services which the Licensee is obligated to provide under such Order Form.
23. **INVOICING, PAYMENT AND OTHER PROCESSES RELATING TO SUBCONTRACTOR SERVICES.**

23.1 Ellucian may utilize a vendor management system ("VMS") for the processing of its supplier invoices. If Ellucian does so, this will be referenced in the EPN Guide and the Partner shall work with Ellucian to register on the VMS and have its invoices processed via the VMS as described therein. In cases where a VMS is not utilized, unless expressly agreed otherwise between the Parties or covered elsewhere in this EPN Agreement, each Party shall submit its invoices for Subcontractor Services to the Prime Contractor on a monthly basis in arrears from delivery and all such invoices shall be payable within 45 days of receipt of invoice. (Notwithstanding the foregoing, the Parties may agree alternative invoicing and payment arrangements for particular Subcontractor Services in the relevant Order Form, to take

account of the nature of the engagement and the specific customer deal to which such Subcontractor Services relate).

23.2 In accordance with Ellucian's partner reporting processes, the Partner may be required to time record and/or issue a report to Ellucian confirming the time spent and/or status of each services project provided by the Partner hereunder (with ad hoc reports needing to be provided within 5 business days of a request from Ellucian). Ellucian shall confirm delivery of any Subcontractor Services by the Partner and the Partner shall be entitled to submit its invoice for any Subcontractor Services that have been confirmed as delivered by Ellucian.

- 24. TRAVEL AND EXPENSES.** Where the Parties specifically agree in writing that travel and living expenses shall be payable in connection with any Subcontractor Services, all fees relating to such Subcontractor Services shall be exclusive of travel and living expenses and the Prime Contractor will reimburse the Subcontractor for all reasonable travel and living expenses that the Subcontractor's personnel actually incur in providing the Subcontractor Services. The Subcontractor will use good faith, diligent efforts to minimize such Expenses. By way of example and not limitation, Subcontractor personnel will travel by economy fare whenever reasonably practical, will use the Client's preferred car rental agency whenever reasonably practicable, will share rental cars whenever reasonably practical, and will stay in hotels at which the Client's personnel receive a preferred rate whenever reasonably practical. Reimbursement is subject to any statutory reimbursement limitations imposed by a Client (such as where a Client is a state entity which can only reimburse certain limited expenses), and the Prime Contractor will provide the Subcontractor with a copy of such limitations before Subcontractor incurs expenses. Unless agreed otherwise between the Parties, expenses will be invoiced monthly in arrears as the Subcontractor incurs the same.

PART 3. SPECIAL TERMS AND CONDITIONS COVERING 'PARTNER DEVELOPMENTS' TO BE HOSTED, SOLD AND/OR OWNED BY ELLUCIAN

25. ELLUCIAN HOSTING STANDARDS.

- 25.1 Without prejudice to the Partner's requirement to comply with its obligations under the DPA, the Partner shall comply with any reasonable security and other standards of Ellucian that are made available by Ellucian to the Partner when developing and deploying any Partner Developments that will be hosted on Ellucian provided infrastructure.
- 25.2 Notwithstanding Section 25.1 above, Ellucian shall have the right to remove any Partner Developments from Ellucian Software products and/or Ellucian provided infrastructure, including on performance or security grounds.

26. PARTNER DEVELOPMENT WARRANTIES. In addition to any other warranties set out in this EPN Agreement, the Partner warrants that all and any Partner Developments:

- 26.1 will be free from defects, of satisfactory quality and performance and perform in accordance with and conform in all respects with any relevant Partner Documentation;

- 26.2 will be fit for their usual purposes and uses and any express purposes or uses that have been made known to the Partner;
- 26.3 will be free from any Viruses, either automatically with the passage of time or under the positive control of a person other than Ellucian; and
- 26.4 will not contain any open source, copy left or similar third party Software in a manner that requires disclosure or licensing of any of Ellucian's intellectual property rights.
- 27. TESTING OF PARTNER DEVELOPMENTS.** If any testing is to be performed on any Partner Developments by one or both of the Parties, the following provisions shall apply:
- 27.1 Before the relevant date for testing, the Parties shall agree which Party shall perform the testing on the Partner Developments. If the Partner is to perform any testing, (a) the Parties shall agree the Test Scripts for the Partner's Tests (which may include suitable testing procedures, test data and expected results) and the acceptance criteria to determine whether the Partner Development has passed such tests and (b) the Partner shall perform such tests in accordance with such requirements prior to the delivery of the Partner Development to Ellucian. Once the Partner Development has passed the Partner's Tests, the Partner shall deliver the Partner Development to Ellucian together with all test results mapped against the Test Scripts.
- 27.2 Following the delivery of the Partner Development to Ellucian, Ellucian may perform Acceptance Tests on the Partner Developments. If reasonably required by Ellucian, the Partner will give Ellucian personnel all reasonable assistance in carrying out the Acceptance Tests. If the Partner Development fails the Acceptance Tests Ellucian will notify the Partner who will promptly make all necessary changes to overcome the failure and repeat tests will then be carried out on the same basis as the first tests. If, after repeat tests, the Partner Development has still not passed all of the Acceptance Tests the Ellucian may elect (a) to accept the Partner Development in whole subject to an appropriate reduction of any Fees; (b) to accept the Partner Development in part and reject the remainder of the Partner Development subject to an appropriate reduction of the Fees or (c) reject the Partner Development and terminate any relevant Order Form (in which case the Partner will refund any sums already paid by Ellucian, if any, in connection with such work). Any remedies under this Section will not affect any other rights or remedies that Ellucian may have against the Partner.
- 28. PARTNER DEVELOPMENTS TO BE OWNED BY ELLUCIAN.** If the Partner is performing Subcontractor Services for Ellucian and/or developing any Ellucian Software, the Partner hereby assigns to Ellucian its entire right, title and interest in any Software and other work product that is created in connection therewith for the United States and all foreign countries without further compensation and such Software and work product shall constitute a 'Partner Development' as covered herein. The Partner agrees to execute such documents and other materials as may be reasonably requested by Ellucian to obtain protection for such Partner Developments and to perfect exclusive title thereto in Ellucian, all at the sole expense of Ellucian. Moreover, to the extent that any such Partner Developments comprise copyrightable subject matter, it is expressly understood and agreed that the work being performed by the Partner is a "work made for hire" as defined in the U.S. Copyright Act. To the extent such work is not deemed to be a "work made for hire" under the U.S. Copyright Act, the Partner hereby assigns to Ellucian its entire right, title and interest to such copyrightable material and shall execute all documents and other materials as may be reasonably requested by Ellucian to effect exclusive copyright interest in and ownership thereof solely in Ellucian. The Partner shall insure that its relevant employees, agents or contractors engaged in connection therewith shall be apprised of, and shall comply with this provision.

- 29. DELIVERY OF ELLUCIAN OWNED DEVELOPMENTS.** Delivery by the Partner of any Partner Developments that are owned by Ellucian pursuant to the terms of this EPN Agreement shall comprise the object code copy of the Partner Development together with the source code and build files needed to create the object code and copies of all Partner Documentation including the design, release and other supporting documentation and other items that are reasonably necessary to build, support and further develop such Partner Developments.
- 30. MAINTENANCE AND SUPPORT.**
- 30.1 Unless the Parties have expressly agreed that Ellucian shall be responsible for the maintenance and support of any Partner Developments, the Partner shall be responsible for all maintenance and support services in respect thereof. If Ellucian reasonably determines that any issue or defect has been caused by, or is attributable to, a Partner Development, Ellucian may redirect or dispatch such issue to the Partner for the Partner's management and resolution in accordance with any standards set out in this EPN Agreement or as agreed between the Parties from time to time. The Partner shall provide Ellucian with up-to-date contact details at all times for the redirection or dispatch of support calls to the Partner.
- 30.2 Without prejudice to the terms of Section 30.1 above, if Ellucian is being granted a right by the Partner to resell licenses of certain Partner Solutions to end customers (either directly or indirectly), the Addendum covering such arrangement shall include a description of the maintenance and support to be provided by the Partner to Ellucian in respect of such Partner Solutions (including any applicable SLAs), and the Partner shall provide such maintenance and support services to Ellucian in accordance with the terms set out therein.

PART 4. SPECIAL TERMS AND CONDITIONS COVERING THE BUILD TRACK

- 31. ACKNOWLEDGMENT OF INTEGRATION PARTNER AND OEM PARTNER OWNERSHIP RIGHTS.** The Parties acknowledge that the Partner is the exclusive owner of all worldwide right, title and interest in any independently developed Partner Solution(s), subject to and in accordance with provisions of Section 9 of these Main Legal Terms and Conditions.
- 32. REASONABLE ASSESSMENTS.** Without prejudice to any other inspection and testing rights contained herein, Ellucian shall have the right to perform reasonable validation assessments of Partner Solutions (including any associated integrations) as agreed with the Partner and/or specified within any integration pathway(s) contained in the EPN Guide. The Partner shall co-operate with and comply with such reasonable assessments. The Partner further warrants that any such Partner Solutions that are assessed by Ellucian shall perform in accordance with and conform in all respects with any relevant Partner Documentation that has been supplied by or on behalf of the Partner to Ellucian in connection therewith and shall be fit for their usual purposes and uses.
- 33. INTEGRATION PARTNER TERMS.** The following terms and conditions shall specifically apply to Integration Partners:

- 33.1 **Grant of License.** To the extent necessary (and subject to any conditions associated with the grant of such license including the provision of any environments and associated Fees), each Party grants to the other Party, and the other Party hereby accepts, a non-exclusive worldwide right and license to develop and test the Partner Solution(s) for use with the Permitted Ellucian Software(s) and, to the extent necessary or desirable, integrate or interface the Partner Solution(s) with the Permitted Ellucian Software(s); provided, however, that such integration or interface will not diminish any ownership rights a Party may have in its respective software (this right and license will include the right to access any relevant application program interfaces (APIs) in order to enable, maintain and support the integration and exchange of data between the Partner Solution(s) and the Permitted Ellucian Software(s)). To the extent that such license requires the use by the Partner of any Ellucian Objects, the Partner's license to use any Ellucian Objects shall be solely limited to assisting the Partner in the Partner's efforts in connection with the above.
- 33.2 **Integration Efforts.** Partner will undertake diligent, good faith efforts to integrate the Partner Solution(s) with the Permitted Ellucian Software(s), to the reasonable satisfaction of Ellucian, in accordance with Ellucian's requirements and in accordance with any timescales agreed between the Parties in writing. The Partner shall maintain and support any and all APIs, other integrations, or shared keys to the Partner Solution(s) that would allow the Partner Solution(s) to work effectively and seamlessly with the Permitted Ellucian Software(s) at all times throughout the Term. In addition, the Partner shall (if applicable) support Ellucian's integration of the Partner Solution(s) with the Permitted Ellucian Software(s) and shall provide technical support to Ellucian in a commercially prompt manner as necessary to enable Ellucian to maintain the effective and efficient operation of the Permitted Ellucian Software(s) as integrated with the Partner Solution(s), including as each Party's respective solution is updated from time to time. Ellucian may request that the Partner includes additional functionality or features within the Partner Solution(s) and the Partner will discuss and consider the inclusion of any such functionality or features in good faith.
- 33.3 In connection with any or all of the Partner's activities under this Section 33: (a) the Partner must honor and comply with any choices customers and end users make to opt-in or opt-out of sharing, tracking or collecting data; (b) the Partner will develop and implement the integration of the Partner Solution(s) and the Permitted Ellucian Software using any Ellucian best practices materials and guidance provided to the Partner under the EPN; and (c) the Partner will be solely responsible for making any code changes necessary to the Partner's proprietary software application(s) in support of the Partner's integration activities.
- 34. OEM PARTNER TERMS.** The following terms and conditions shall specifically apply to OEM Partners:
- 34.1 **Grant of License.** The Partner hereby grants to Ellucian, and Ellucian hereby accepts, a nonexclusive, worldwide right and license to: (i) install, operate and display the Partner Solution(s) to Partner Solution Licensees; (ii) train Ellucian employees and contractors on the operation of the Partner Solution(s) using Partner or Ellucian test environment(s); and (iii) provide or have Partner provide maintenance/support for the Partner Solution to Partner Solution Licensees.
- 34.2 **Delivery of the OEM Partner Solution.** Partner shall deliver to Ellucian a reasonable number of copies of the Partner Solution(s) which are sufficient for the purposes set out in Section 34.1 above. Alternatively, Ellucian is authorized to make copies of or make electronically available the Partner Solution(s) to the extent reasonably required to effectuate the license rights, and deliver the Partner Solution(s), in accordance with the rights granted in subsections (i) through (iii) of Section 34.1 above. In addition, if any "keys," "codes" or other authorization devices are required to access or use the Partner Solution(s), Partner will provide Ellucian with the ability and all necessary associated direction and information to generate and create such permanent keys, codes or other devices that are necessary for Ellucian and/or

Partner Solution Licensees to effectuate the rights granted in subsections (i) through (iii) of Section 34.1 above, and Ellucian, in turn, will have the right to generate and create such keys, codes or devices for itself and/or for Partner Solution Licensees. Prior to providing Ellucian with the ability to generate such license keys, Partner will provide the license keys directly to Ellucian on the same business day that a request is made for such license keys by Ellucian.

34.3 Partner Assistance

34.3.1 At the request of Ellucian, the Partner shall provide Ellucian with all technical and operational assistance that Ellucian reasonably requires in connection with the hosting of the Partner Solution(s), at the cost of the Partner. Such assistance may include the following:

- (a) providing Ellucian with reasonable and sufficient training on the Partner Solution(s), which may involve the deployment of a 'train the trainer' method to train and educate an agreed number of Ellucian staff members on the Partner Solution(s) (and may involve the provision of repeat training on either an annual basis or following any major release),
- (b) agreeing the monitoring points and measurement methodology that is applicable to the Partner Solution(s) with Ellucian and supporting Ellucian's integration of the Partner Solution(s) into Ellucian's monitoring program and applications;
- (c) providing Ellucian with an instance of the Partner Solution(s) to be hosted in a training environment by Ellucian and providing Ellucian with all reasonable assistance in connection with the set up and operation of the training environment (which may be charged for by Ellucian if the training environment is a dedicated training environment, subject to the agreement of the Parties);
- (d) providing Ellucian with implementation support in respect of each installation of the Partner Solution(s);
- (e) working with Ellucian to automate key processes, where possible, relating to the implementation, maintenance and support of the Partner Solution(s);
- (f) providing Ellucian with any information and guidance that is reasonably required by Ellucian which may include but not be limited to: best practice guidance, installation guidance, training materials, product and metrics information, common support processes such as alert thresholds, escalation paths, contact information, troubleshooting guidance and details of common corrective action that may be deployed in relation to the Partner Solution(s), data source information and configuration settings; and
- (g) promptly answering any functional, technical or other questions that Ellucian may have in relation to the Partner Solution(s).

Further operational and technical guidance may be contained in the EPN Guide and/or included in Ellucian resources that are provided to the Partner as part of its access to Ellucian Object(s).

34.4 Partner Documentation. Partner hereby grants to Ellucian, and Ellucian hereby accepts, a nonexclusive, worldwide right and license to use the Partner Documentation in conjunction with the Partner Solution(s). Partner shall provide Ellucian with a sufficient number of copies of the Partner Documentation for Ellucian's authorized uses and shall also provide Ellucian with all updated versions of such Partner Documentation. Ellucian shall have the right to reproduce and deliver copies of, or make electronically available, the then-current version of the Partner Documentation in whole or in part, without charge, for use in furtherance of the rights granted in Section 34.1 above. Such copies shall contain all copyright and proprietary notices of Partner contained therein.

34.5 Support and Maintenance Services. Without prejudice to any other applicable terms of the EPN Agreement, unless agreed otherwise between the Parties, the Partner will provide support and maintenance services and technical support in relation to the Partner Solution(s) to Ellucian and/or to

the Partner Solution Licensees. Ellucian will have the right (but not the obligation) to either (i) refer any Partner Solution Licensees to the Partner directly for direct support and maintenance services and technical assistance or (ii) provide “dispatch” support and maintenance services and technical support to Partner Solution Licensees in relation to the Partner Solution(s) (which means that Ellucian will provide Partner Solution Licensees with such support and maintenance services and technical support for the Partner Solution(s) as Partner in turn provides to Ellucian and Ellucian may duplicate and/or distribute such support and assistance to Partner Solution Licensees).

- 34.6 Updates. The Partner shall promptly make available to Ellucian all modifications, updates and improvements to the Partner Solution(s) generally released by Partner to other licensees and/or resellers of the Partner Solution(s), and Ellucian may duplicate and/or distribute such modifications, updates and improvements to Partner Solution Licensees, and/or post such modifications, updates and improvements on its customer-facing support website. Modifications, updates and improvements include but are not limited to (a) system updates (which are versions of the appropriate Partner Solution(s) which operate under new releases of the computer manufacturer’s operating system and computer program modifications (which are versions of the appropriate Partner Solution(s) which encompass improvements and other changes which Partner deems to be improvements or modifications of the original version of the Partner Solution(s) and which include enhancements, updates and new releases of the original version of the Partner Solution(s).
- 34.7 Beta or Early Release Versions. In the event that the Parties reasonably determine that the provision of any support and maintenance services and technical support in relation to the Partner Solution(s) to would be enhanced by Ellucian having access to Beta or early release versions of proposed releases, updates or improvements to the original versions of the Partner Solution(s) provided hereunder, then Partner shall provide Ellucian with such Beta or early release versions in a timely manner following their development.

PART 5. SPECIAL TERMS AND CONDITIONS COVERING THE SELL TRACK

35. RESELLER RIGHTS AND RESTRICTIONS

35.1 Limited License to Use the Permitted Ellucian Software.

35.1.1 Ellucian grants the Partner a non-exclusive, non-transferable license to (a) market the Permitted Ellucian Software to Target Clients; (b) demonstrate the Permitted Software to Target Clients and to Partner’s employees; and (c) provide maintenance and technical support in relation to the Permitted Ellucian Software to Partner Clients.

35.1.2 In very limited cases, and only where such access is appropriate and expressly permitted by Ellucian, such license may include the right for the Partner to physically access and use certain Permitted Ellucian Software identified to the Partner by Ellucian, for the permitted purposes set out herein only, on and from Equipment in the Territory. However, notwithstanding the foregoing, the Partner acknowledges that: (a) the Partner shall not be provided with any physical access to or use of any Cloud Software under this Section; and (b) the Cloud Software will run on infrastructure of Ellucian or its third

party providers and the Partner is expressly prohibited from accessing the underlying infrastructure or services.

35.2 Marketing and Demonstration by the Partner to Target Clients.

35.2.1 The Partner shall use all reasonable endeavors to promote the Permitted Ellucian Software to Target Customers in the Territory with all due care and diligence and shall seek to improve Ellucian's goodwill and promote Ellucian's interests in the Territory.

35.2.2 The Partner shall comply with all reasonable and lawful instructions of Ellucian from time to time concerning the promotion of the Permitted Ellucian Software in the Territory.

35.2.3 The Partner shall act in accordance with sound commercial principles in its relations with Target Clients in the Territory (including as to assessing, and where appropriate obtaining independent assessments of, their creditworthiness) and shall do nothing which Ellucian would reasonably consider could be prejudicial to Ellucian's goodwill or commercial interests. Except as expressly authorized by Ellucian, the Partner shall not act in a way which will incur any liabilities on behalf of the Ellucian nor pledge the credit of Ellucian.

35.2.4 The Partner will designate an appropriate number of sales managers and product specialists within its organization to lead the Partner's efforts to market the Permitted Ellucian Software to Target Clients under this EPN Agreement. The Partner will advise Ellucian of the names of such personnel as soon as reasonably practicable following their appointment.

35.2.5 Ellucian reserves the right to review and approve the Partner's marketing and other materials and content related to the Permitted Ellucian Software. If directed by Ellucian, the Partner shall cease use of any such marketing and other materials and content.

35.3 Third Party Software. The Partner's use and right to resell any third party Software forming part of the Permitted Ellucian Software shall be subject to the terms of this EPN Agreement and the applicable agreements between Ellucian and such third party together with the Software Supplements. Partner will comply with and will not take any action that would breach or invalidate such agreements and/ or that would result in any third party components being separated from any Permitted Ellucian Software.

35.4 Similar Applications. During the Term, the Partner covenants and agrees not to develop, market, license, sublicense, sell and/or otherwise create or distribute, in whole or in part, directly or indirectly, for itself, its affiliates and/or as an agent, contractor and/or in any other capacity with, for or on behalf of any third party(ies), any application software products in the higher education global marketplace that are similar in form, function, look, feel, technology and/or the like to the Permitted Ellucian Software, in whole or in part, or application software products that otherwise compete in the higher education global marketplace, in whole or in part, with the Permitted Ellucian Software, in whole or in part.

36. PROVISION OF SOFTWARE MAINTENANCE, SUBSCRIPTION SERVICES AND OTHER SERVICES TO CLIENTS.

36.1 Provision of Software Maintenance and Technical Support.

36.1.1 The Partner will have the right to provide maintenance and technical support services to Partner Clients in connection with the Permitted Ellucian Software as referenced in Section 35 above, provided

that the Partner has purchased and is receiving Software Support Services from Ellucian and has paid Ellucian all associated Fees therefor. The Partner will provide such maintenance and technical support services only to Partner Clients that have executed a Partner Client Agreement with Partner, the terms of which align with the maintenance and technical support services that Partner has purchased from Ellucian therefore, and will not utilize any written agreement to provide maintenance and technical support services to Partner Clients unless such form provides, *inter alia*, that Ellucian will have no obligation and/or other liability whatsoever in connection with such maintenance and technical support services. In connection therewith, Partner (and not Ellucian) will be obligated to provide Partner Clients with the maintenance and technical support services including help desk support, functional/technical assistance, Partner Client assistance, and other support services in connection with the Ellucian Permitted Software. Such maintenance and technical support services shall be provided in accordance with any reasonable service levels directed by Ellucian from time to time (including without limitation those set out in this EPN Agreement including the EPN Guide, if any). The Partner represents that it will use competent, trained professional personnel that possess workmanlike skills in providing such services to Partner Clients.

36.1.2 The Partner agrees that Ellucian may at its discretion use a third party to survey Partner Clients to determine their satisfaction with the Partner's maintenance and technical support services and the Partner agrees to review its performance with Ellucian, at the request of Ellucian. The Partner shall put forth all reasonable efforts to meet the standards required of this EPN Agreement and agrees to promptly implement changes at its sole expense to its maintenance and technical support services if Ellucian identifies measurable deficiencies with the Partner's delivery of such services. Such changes may include but are not limited to sourcing additional training for staff or augmenting staff to meet increased demand. The Partner agrees that if performance standards are not met by the Partner, Ellucian may rescind the Partner's right to provide certain maintenance and technical support services under the terms of this EPN Agreement.

36.1.3 In accordance with Section 36.1.1, the Partner acknowledges and agrees that (a) only the Partner (as opposed to Partner Clients) will have the right to contact Ellucian to request assistance in resolving maintenance and technical support issues in connection with the Permitted Ellucian Software and (b) in such circumstances Ellucian shall only be required to provide any maintenance and technical services that have actually been purchased by the Partner from Ellucian and paid for in full by the Partner.

36.1.4 In each Order Form for Software Support Services, the Partner and Ellucian will agree the committed Software Support Services term during which Partner will be obligated to acquire and pay for Software Support Services from Ellucian. The details and procedures according to which Maintenance will be provided by Ellucian to Partner will be described in Ellucian's then-current Maintenance standards as provided to the Partner from time to time.

36.1.5 Ellucian's obligation to provide the Partner with Software Support Services for Baseline Software owned by parties other than Ellucian is limited to providing the Partner with the Software Support Services that the applicable third party owner provides to Ellucian for that Baseline Software. In this regard, to the extent that an agreement authorizing Ellucian to resell or sublicense a third party's Baseline Software is terminated or expires prior to the Term, , then Ellucian's obligation to provide Software Support Services to the Partner for that Baseline Software, and the Partner's obligation to pay Ellucian for such Software Support Services for such Baseline Software, will automatically terminate simultaneously with the termination or expiration of the relevant agreement.

36.2 Provision of Cloud Services. Where Cloud Services are being re-sold to a Partner Client, the Partner and Ellucian will agree in each Order Form for Cloud Services the committed Cloud Services term during which the Partner will be obligated to acquire and pay for Cloud Services from Ellucian. Except as otherwise expressly provided for in any Software Supplement, Ellucian will provide the Cloud Software consistent with Ellucian's then-current Cloud Software Service Level Agreement provided to the Partner from time to time. As part of the annual subscription fees set out in the Order Form, Ellucian will provide Software Support Services for the Cloud Software in accordance with Ellucian's then-current Cloud Software Maintenance Standards as provided to the Partner from time to time. 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.

36.3 Provision of Ellucian Implementation Services. The Partner and Ellucian will agree any Ellucian implementation services that are to be provided by Ellucian to the Partner in connection with any Licenses or Cloud Services that have been resold by the Partner to a Partner Client. Such Ellucian implementation services shall constitute "Subcontractor Services" provided by Ellucian to the Partner on and subject to the terms of this EPN Agreement.

37. THE ORDERING PROCESS.

37.1 Resale Documentation and Process.

37.1.1 For each resale of any Licenses, Cloud Services, Software Support Services and Ellucian implementations services (as applicable) to a Partner Client the Partner and Ellucian or an Ellucian Affiliate will complete and execute an Order Form in accordance with Ellucian's then-current policies and procedures which Partner agrees will constitute Partner's binding commitment to pay Ellucian for such Permitted Ellucian Software, Cloud Services, Software Support Services and Ellucian implementation services (as applicable). Prior to the Parties executing such Order Form, the Partner will ensure that: (a) each Partner Client executes a Partner Client Agreement for such License, Cloud Services, Software Support Services and Ellucian implementation services (as applicable); (b) the Partner provides Ellucian with a purchase order for the full value of the Permitted Ellucian Software, Cloud Services, Software Support Services and/or Ellucian implementation services that are the subject of the Partner Client Agreement and (c), in the case of the resale of Licenses by the Partner, each Partner Client executes a EULA for such Permitted Ellucian Software (which may include, in addition, the minimum terms and conditions required by third parties whose products may be sublicensed by Ellucian as part of the Permitted Ellucian Software ("**Software Supplements**")).

37.1.2 Ellucian will, within a commercially reasonable period of time following execution of any Order Form by both parties, deliver or activate access to the Partner Client to the Permitted Ellucian Software and Ellucian Documentation (if any) referenced in the executed Order Form.

37.2 EULA, Partner Client Agreements and Commitments to Clients.

37.2.1 The Partner agrees to advise Ellucian promptly of any known or suspected breach of a EULA.

37.2.2 The Partner will ensure that all and any Partner Client Agreements do not contain any provisions that contradict or negate any relevant EULA including the Software Supplements. Partner will not make

any representations, warranties, or guarantees to the Partner Client concerning the relevant Ellucian Software that are inconsistent with or exceed the terms and conditions of this EPN Agreement.

37.3 Ellucian will have the right to prohibit the Partner from entering into a Partner Client Agreement with any Target Client identified in any forecasts for any reasonable cause, including if, in Ellucian's reasoned opinion, such Target Client poses a threat to Ellucian's Intellectual Property Rights in any Ellucian Software.

37.4 The Partner is prohibited from removing or altering or allowing the removal or alteration of any of the Intellectual Property Rights notice(s) embedded in or that Ellucian otherwise provides with the relevant Ellucian Software. The Partner must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Partner makes of the relevant Ellucian Software.

38. SELL TRACK REPORTING

38.1 Reporting. Notwithstanding any specific reporting requirements stipulated by Ellucian, the Partner shall keep Ellucian fully informed of its activities concerning the promotion of any Ellucian Software and any associated services in the Territory and shall provide Ellucian with reports on request. In addition, the Partner shall keep Ellucian fully and promptly informed of its anticipated volumes of sales and any conditions and developments in the market for higher education software in the Territory.

38.2 The Partner shall assist Ellucian, where relevant and possible, in obtaining from each Partner Client the then-current Enrolment or FTE of each Partner Client as applicable by January 1 of each year during the term of this EPN Agreement.

39. INVOICING AND PAYMENT TERMS – ONE OFF/PERPETUAL LICENSE FEES. Unless agreed otherwise between the Parties, for Ellucian Software that is licensed/provided to the Partner by Ellucian on a perpetual basis, the Ellucian Software Fee will be due upon the execution date of the relevant Order Form between the Partner and Ellucian and payable within thirty (30) days from the date of invoice.

40. INVOICING AND PAYMENT TERMS – ONE OFF/PERPETUAL LICENSE FEES. Unless agreed otherwise between the Parties, for Ellucian Software and services that are licensed/provided to the Partner on an annual/subsorption basis (e.g. Software support Fees and cloud services Fees), the Fees for the first year will be due upon the execution date of the relevant Order Form between the Partner and Ellucian and payable within thirty (30) days from the date of invoice. Fees for each subsequent year as set out in the relevant Order Form will be invoiced in advance prior to the applicable year in respect of which such fees are being remitted, and such invoiced fees shall be due on the first day of the applicable year and payable within thirty (30) days from the date of invoice.

41. ELLUCIAN SOFTWARE AND SOFTWARE SERVICES WARRANTY.

41.1 Except as otherwise expressly provided for in any Software Supplement, with respect to the Baseline Software specified in an Order Form, Ellucian warrants to Partner that, for a period of one (1) year from Ellucian's initial delivery to the Partner or Partner Client as applicable of such Baseline Software or, in the case of Cloud Software, during the term specified on the Cloud Software Order Form, such Baseline Software, as used in accordance with the terms and conditions of this EPN Agreement, will operate without Ellucian Defects. In the event of any breach of the foregoing warranty, Ellucian, as soon as reasonably practicable and at its own expense, will provide an avoidance procedure for or a correction of the Ellucian Defect. If, despite such reasonable efforts, Ellucian is unable to provide an avoidance

procedure for or a correction of an Ellucian Defect, then subject to the limitations of liability set forth in this EPN Agreement Partner may pursue its remedy at law to recover direct damages claimed by the Partner Client against the Partner as a result of the breach of this warranty. These remedies are exclusive to the Partner and are in lieu of all other remedies, and Ellucian's sole obligations in the event of any breach of warranty will be as stated above. The warranty set forth in this Section 41.1 will be null and void if, notwithstanding any other provision of this EPN Agreement, anyone other than Ellucian (including the Partner and/or Partner Client) attempts to correct or modify any Baseline Software, or if the Partner Client does not implement changes that Ellucian provides to correct or improve the Baseline Software.

41.2 Ellucian warrants that it will render all Software Support Services and Cloud Services in a professional and workmanlike manner. If the Partner believes that any Software Support Services and Cloud Services have not conformed to the foregoing warranty, the Partner must notify Ellucian of any such nonconformity within a period of thirty (30) days from Ellucian's performance of the services at issue. If, following such notice by the Partner, the Partner and Ellucian, acting reasonably and in good faith, jointly determine that Ellucian has breached the foregoing warranty with respect to any Software Support Services and/or Cloud Services, Ellucian will remedy the performance issue(s) so that the applicable services are in conformance with the foregoing warranty. If, despite its reasonable efforts, Ellucian is unable to remedy the performance issue(s) as provided above, then, subject to the limitations referred to in this EPN Agreement, Partner may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. The limited warranty described in this Section 41.2 will not apply to the extent that: (i) the Software Support Services and/or Cloud Services are not fully implemented by the Partner Client (through no fault of Ellucian) and the incomplete implementation causes the suspected Ellucian Defect or (ii) the Partner/Partner Client does not implement changes that Ellucian provides to correct the reported Ellucian Defect.

41.3 The Partner agrees and understands that the warranties set forth in this Section 41 above are made to Partner exclusively and are in lieu of all other warranties.

41.4 Ellucian's total liability in respect of all claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the following and all Order Forms entered in to in relation to the following, shall in no event exceed:

41.4.1 for Ellucian Software licensed pursuant to a perpetual license Order Form, the license fee that Partner actually paid Ellucian under the relevant Order Form for the relevant Ellucian Software giving rise to the liability (or, if no discrete fee is identified in the applicable Order Form, the license fee reasonably ascribed by Ellucian);

41.4.2 in connection with Software Support Services, the Software Support Services fees that the Partner actually paid to Ellucian under the applicable Order Form for the contract year during which such liability first arose;

41.4.3 for any Cloud Software, Cloud Services or Ellucian Software licensed pursuant to a term license Order Form, the fees that the Partner actually paid Ellucian for such Cloud Software, Cloud Services or term license Ellucian Software under the applicable Order Form for the six (6) month period preceding the date on which such liability first arose.

The above limitations of liability shall specifically override and replace the limitations of liability applicable to Ellucian under Section 6 of these Main Legal Terms and Conditions (Mutual Limitation of Liability), in respect of the products and services that are specified therein.

- 41.5 If any Licensor Work Product that is resold, licensed and/or supplied by Ellucian to the Partner under the Sell Track gives rise to an infringement claim for which Ellucian must indemnify the Partner under these Main Legal Terms and Conditions, Ellucian may (as an alternative to any of the options available to Ellucian set out in elsewhere in these Main Legal Terms and Conditions), terminate any Order Form(s) relating to such Licensor Work Product and, as applicable: (1) if the Licensor Work Product is licensed pursuant to a term license or on subscription, Ellucian will refund to Partner any term license fees and/or subscription fees (and in each instance, only those fees attributable to the Licensor Work Product giving rise to the infringement claim) that have been prepaid to Ellucian under the applicable Order Form for the period(s) after the effective termination date; or (2) if the Licensor Work Product giving rise to the infringement claim(s) is licensed pursuant to a perpetual license, refund to Partner the portion of the license fee paid to Ellucian for the Licensor Work Product(s) giving rise to the infringement claim, less a charge for use based on straight line depreciation assuming a useful life of five (5) years as well as any associated Software Support Services fees that have been prepaid to Ellucian for the period(s) after the effective termination date. The remedies set out in the Intellectual Property Rights indemnification Section of the Main Legal Terms and Conditions, along with any remedies set out in this Section and any other Section of these Main Legal Terms and Conditions shall together constitute Ellucian's entire and exclusive obligations with respect to any infringement of any Intellectual Property Rights.

PART 6. SPECIAL TERMS AND CONDITIONS COVERING THE SERVICE TRACK

42. SERVICE PARTNER SERVICE REQUIREMENTS.

- 42.1 Classification (Badging) Requirements. The Partner acknowledges that it is of paramount importance to Ellucian that its Service Partners (who are benefitting from and utilizing their membership of the EPN) only perform services in connection with Ellucian Software and territories for which they have the requisite skills and experience and for which they are sufficiently enabled. As such, the Partner acknowledges that, as a member of the EPN Service Track, it will seek to obtain certain Classifications from Ellucian (currently known as 'badges') that may be assigned by Ellucian to Service Partners to demonstrate their level of experience in connection with particular Services and territories. In furtherance of such aims, the Partner further acknowledges that Ellucian expects its Service Partners to only perform Services in relation to Ellucian Software and territories for which it has obtained a relevant Classification and if the Partner offers any services that relate to Ellucian Software and/or relate to territories for which it has not obtained a relevant Classification, without prejudice to any other rights or remedies that Ellucian may have, Ellucian reserves the right to remove any existing Classification(s) from the scope of the Partner's appointment and/or terminate any element of the Partner's appointment to the EPN, on written notice to the Partner.
- 42.2 Ellucian Cloud Requirements. The Partner recognizes the need for all Ellucian partners to support the transition of Ellucian Software customers to Ellucian SaaS and agrees that all and any modernization services that it provides to Ellucian Software customers shall have as their core aim the transitioning of such Ellucian Software customers to Ellucian SaaS. Specifically, the Partner shall not transition any

Ellucian Software customers to, nor shall it provide any services in relation to any, private cloud or other environments that are not supported by Ellucian.

- 43. RIGHTS OF USE ETC.** The Partner acknowledges that, when providing services to Service Clients in connection with any Ellucian Software, such Ellucian Software shall constitute the Confidential Information and Intellectual Property Rights of Ellucian and may only be used by the Partner as expressly permitted by Ellucian (whether permitted directly by Ellucian or permitted indirectly in accordance with the terms of the relevant Service Client's license with Ellucian). In addition, the Partner further acknowledges that, to use the Ellucian Software, the Partner may be required to obtain, install and use certain Software products and Software/hardware peripherals, and to secure certain licenses, in accordance with Section 2.7 of these Main Legal Terms and Conditions, and the Partner is advised to obtain a listing of such requirements from the Ellucian Professional Services team, where necessary and appropriate.
- 44. DIRECT SERVICES TO CLIENTS.** Whenever the Partner performs any services in connection with any Ellucian Software directly for a Service Client (i.e. not through Ellucian), the Partner shall ensure that its agreement with the Service Client in each instance shall contain terms which protect Ellucian from any responsibility or liability with respect to the services provided by the Partner.
- 45. SERVICES TO CLIENTS THROUGH ELLUCIAN.** Whenever the Partner performs any services in connection with any Ellucian Software for a Service Client as a subcontractor to Ellucian, the following additional terms and conditions shall apply:
- 45.1 The Partner shall complete all training that Ellucian deems necessary in order to perform the Subcontractor Services, to the reasonable satisfaction of Ellucian.
- 45.2 The Partner shall only assign Partner Personnel that have completed all training as required by Ellucian and shall not remove such Partner Personnel from the performance of the Subcontractor Services (or change or rotate any Partner Personnel that perform any Subcontractor Services) without the prior consent of Ellucian (unless such employee has terminated employment with Partner, becomes ill or dies). Notwithstanding the foregoing, the Partner will promptly replace any Partner Personnel that are rendering Subcontractor Services if Ellucian reasonably considers the personnel to be unacceptable and provides the Partner with notice to that effect. In the event the Partner replaces any personnel in accordance with the above, Ellucian will not be responsible for any incremental or other charges.
- 45.3 The Partner shall ensure that each of its personnel are entitled to work lawfully in any country in which they are working, that the appropriate right to work checks are carried out in respect of such personnel pursuant to current legislation and that copies of the immigration documents evidencing such right to work are retained by the Partner.
- 45.4 The Partner shall be responsible for the payment of all fees, salaries and wages (including sick and holiday pay) of the Partners personnel (including all relief personnel), all costs arising out of the termination of the employment of any of the Partner's personnel, all employer's contributions, in respect of the Partner's personnel, the deduction and payment of all tax in respect of the Partner's personnel and the payment of all tax and other amounts due on monies received from Ellucian.
- 45.5 Ellucian shall be the point of contact for any Service Client or potential client to whom Partner is introduced and/or to whom Partner is assigned by Ellucian. Prior to and during the period of performance of an Order Form, the Partner may have direct communication with the Service Client or potential client

in connection with the relevant Subcontractor Services or potential services that are under discussion with such potential client, but such communications shall be limited to those communications that are necessary to affect the provision or engagement of the relevant services and Ellucian shall have the right to request that it is in attendance at any or all meetings or discussions between the Partner and the Service Client or potential client in respect thereof.

- 45.6 Commencing on the initial disclosure to the Partner of a potential assignment by Ellucian to the Partner of certain Subcontractor Services, and continuing thereafter until a period of twelve (12) months after the expiration/termination of any Order Form relating to such Subcontractor Services, the Partner will not, without Ellucian's prior written consent in each instance, directly or indirectly through one or more subsidiaries or other controlled entities, solicit or accept any business that competes directly with the relevant Subcontractor Services from the Service Client or potential client of whom the Partner was informed.
- 45.7 All data provided by the Service Client to Partner in the course of performing any Subcontractor Services shall be the property of that Service Client or the individuals represented by the records contained in the data and must be treated by the Partner as Ellucian "Confidential Information" protected under the terms of this Agreement (including the terms of the DPA). The Partner agrees that it will access Service Client Confidential Information only while providing its services to the relevant Service Client, and only if it is necessary to access such Service Client Confidential Information in order to provide the relevant Subcontractor Services. The Partner agrees that it will not use or disclose any Service Client Confidential Information for any purpose whatsoever.

PART 7. DEFINITIONS

Unless agreed otherwise between the Parties, each term defined in these Main Legal and Conditions shall have the following meaning:

- 46.1 "Acceptance Tests" means the tests which may be run on certain Partner Developments by Ellucian.
- 46.2 "Addendum" means a written variation to the EPN Agreement that is signed by an authorized representative of both Parties.
- 46.3 "Affiliate" of a Party means an entity, directly or indirectly, controlled by, controlling and/or under common control with that Party (and references to "Partner Affiliate" and "Ellucian Affiliate" shall be construed accordingly).
- 46.4 "Applicable Laws" means any and all laws, legislation, statutes, regulations, byelaws, decisions, notices, orders, rules (including any rules or decisions of court), local government rules, statutory instruments or other delegated or subordinate legislation, and any directions or codes of practice issued pursuant to any such legislation.
- 46.5 "Baseline" means the general release version of the relevant Ellucian Software as updated through Ellucian's provision of warranty services and Software Support Services, but without any other modification.

- 46.6 “Classification” means a tier, badge, authorization, qualification or other classification that may be assigned by Ellucian under the EPN.
- 46.7 “Client” means a higher education institution which: (a) has executed a Client Agreement with Ellucian or Partner (as applicable) pursuant to the terms and conditions of this EPN Agreement; or (b) has an active license to use any Ellucian Software (and any references to “Ellucian Client” and “Partner Client” shall be construed accordingly).
- 46.8 “Client Agreement” means a duly executed written agreement that is entered into between a Party and a Client (as applicable) in accordance with the terms and conditions of this EPN Agreement.
- 46.9 “Cloud Services” means those services, including application hosting, remote database administration, application management and other services, that are identified and more particularly described as “Cloud Services” in an Order Form.
- 46.10 “Cloud Software” means the relevant Ellucian Software identified as “Cloud Software” in an Order Form which is provisioned in, and made available from, a remote environment.
- 46.11 “Confidential Information” means non-public information of a Party to this EPN Agreement. Confidential Information also includes any information described above which Discloser obtains from another party and which Discloser treats as proprietary or designates in writing as Confidential Information, whether or not owned or developed by Discloser. Confidential Information includes, but is not limited to, (a) any information described above that the Discloser discloses to the Recipient at the request of a Client in furtherance of any services which the Recipient is providing to such Client (whether direct or indirect in nature) and/or (b) the following types of information and other information of a similar nature (whether or not reduced to writing and irrespective of the format): discoveries, ideas, concepts, Software in various stages of development, designs, drawings, specifications, techniques, models, data, source code, object code, algorithms, documentation, user manuals, diagrams, flow charts, consulting methods and techniques, research, development, processes, procedures, “know-how”, marketing techniques and materials, marketing and development plans, market analysis, customer names and other information related to customers, price lists, pricing policies and financial information, methods of production, use, operation and application, invented, owned or developed by Discloser as it applies to and is incorporated in Discloser’s proprietary Software, and any patents, copyrights, trademarks existing now, for which applications may be pending or hereafter made, acquired and granted for any of Discloser’s Software and any improvements, enhancements or modifications thereto, Discloser’s physical security system, access control systems, specialized recovery equipment and techniques, and the details of the Discloser’s computer operations and recovery procedures. Confidential Information shall further include data regarding business practices, pricing, product philosophy, position relative to competitors, and review of actual deliverables of consulting or services projects, as well as information treated as confidential by a client or other third party and disclosed or made available by Discloser to Recipient hereunder. Without limitation, Partner acknowledges and agrees that all Ellucian Software constitutes Ellucian’s Confidential Information.
- 46.12 “Discloser” means the Party providing its Confidential Information and/or Personal Data to the Recipient.
- 46.13 “DPA” means the Data Protection Addendum that forms part of and is incorporated into the terms of the EPN Agreement.
- 46.14 “Ellucian Defect” means a material deviation between the relevant Permitted Ellucian Software and its Ellucian Documentation for which Partner or the Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.

- 46.15 “Ellucian Documentation” means the on-line and hard copy functional and technical specifications that Ellucian provides for the Baseline Software, and that describe the functional and technical capabilities of the Baseline Permitted Ellucian Software.
- 46.16 “Ellucian Marks” shall be as defined in Section 9 of these Main Legal Terms and Conditions.
- 46.17 “Ellucian Objects” shall be as defined in Section 2 of these Main Legal Terms and Conditions.
- 46.18 “Ellucian Software” means (1) all and any Software that is owned, sold, licensed and/or created by Ellucian (and includes all and any derivatives and/or other work product created of or from such Software) and (2) all and any work product that is created as a result of, or in connection with, the provision of any services by the Partner to Ellucian or to any Clients pursuant to this EPN Agreement (including under any Order Form).
- 46.19 “Enrolment” means the aggregate number of registered students of the Partner Client (including, without limitation, the aggregate number of full time and part time students enrolled in one or more of the Partner Client’s academic and/or clinical programs) that the Partner Client, at the time in question, last reported to the applicable licensing and/or accreditation body (“**the Authority**”). If the Partner Client no longer reports to the Authority, then the Partner Client will provide Ellucian the aggregate number of registered students pursuant to the same calculation methodology used by the Partner Client in its last report to the Authority, certifying in writing to Ellucian that the number is accurate and complete, and uses the same calculation methodology as when the Partner Client last reported to the Authority. In any event, the calculation methodology shall be reasonable and in good faith.
- 46.20 “EPN” means the “Ellucian Partner Network” (as such program may be renamed, rebranded and/or updated by Ellucian from time to time).
- 46.21 “EPN Agreement” is the agreement between the Partner and Ellucian governing the Partner’s participation in the EPN, which is made up of the terms and conditions specified in the Ellucian Partner Network Agreement executed between the Partner and Ellucian (including these Main Legal Terms and Conditions, which are incorporated therein).
- 46.22 “EPN Guide” is the operational guide for partners that is available on the Ellucian Partner Community (or on such other platform that is notified by Ellucian to its partners from time to time).
- 46.23 “Equipment” means, in each instance, a hardware and systems software configuration that meets the requirements of Ellucian, and is physically located at the then-current Territory-based data processing facility procured by the Partner or the Client, as applicable, including any remote communications devices located in the Territory that are connected to such data processing facility.
- 46.24 “EULA” means Ellucian’s standard form end-user license agreement as may be amended from time to time as notified to the Partner by Ellucian and pursuant to which Partner Clients acquire use and/or access rights to the Permitted Ellucian Software.
- 46.25 “FCPA” shall be as defined in Section 11 of these Main Legal Terms and Conditions.
- 46.26 “Fees” shall refer to any or all fees that are payable under the EPN Agreement.
- 46.27 “Feedback” shall be as defined in Section 12 of these Main Legal Terms and Conditions.

- 46.28 “Full Time Equivalent” or “FTE” is determined based on the calculation in the relevant Order Form.
- 46.29 “Government Official” shall be as defined in Section 11 of these Main Legal Terms and Conditions.
- 46.30 “Independent IP” shall be as defined in Section 9 of these Main Legal Terms and Conditions.
- 46.31 “Integration Partner” is a type of Build Partner with its own solution that needs to integrate with one or more Ellucian Software products for the benefit of Ellucian clients.
- 46.32 “Intellectual Property Rights” means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including patents, copyright, trade secrets, trademarks and service marks, rights in designs, data base rights, domain names and Confidential Information and all rights in the nature of unfair competition rights or rights to sue for passing off.
- 46.33 “License” means a right of use for any relevant Permitted Ellucian Software that Partner resells to a Partner Client during the Term pursuant to the EULA.
- 46.34 “Licensee” shall be as defined in Section 22 of these Main Legal Terms and Condition
- 46.35 “Licensor” shall be as defined in Section 22 of these Main Legal Terms and Conditions.
- 46.36 “Licensed Party” shall be as defined in Section 9 of these Main Legal Terms and Conditions.
- 46.37 “Licensing Party” shall be as defined in Section 9 of these Main Legal Terms and Conditions.
- 46.38 “Licensor Work Product” means, in the case of the Partner, (a) any Partner Software (including any Partner Developments) and (b) any work product created by or on behalf of the Partner in connection with any services provided by such Partner (whether direct or indirect in nature) and, in the case of Ellucian, (a) any Permitted Ellucian Software and (b) any work product created by or on behalf of Ellucian in connection with any services provided by Ellucian (whether direct or indirect in nature).
- 46.39 “Loss” means any claim, demand, action, proceeding, loss, liability, cost and expense (including without limitation court costs and reasonable legal fees, fees of accountants and other professionals) and “Losses” shall be construed accordingly.
- 46.40 “Material Breach” shall be as defined in Section 7 of these Main Legal Terms and Conditions.
- 46.41 “Maintenance” means using reasonable efforts to provide avoidance procedures for or corrections of Ellucian Defects.
- 46.42 “New Releases” means new editions (i.e. major and minor releases) of the Baseline Software.
- 46.43 “OEM Partner” is a type of Build Partner that wishes to embed one or more of its solutions within Ellucian Software products and/or have its solutions hosted by Ellucian.
- 46.44 “Order Form” is a binding order form or equivalent document covering the purchase of services by one Party from the other Party under the EPN (if any).
- 46.45 “Parties” shall be the parties to the EPN Agreement (comprising themselves and their Affiliates) and shall each individually be referred to as a “Party”.

- 46.46 “Partner” is the relevant Ellucian partner that has executed an Ellucian Partner Network Agreement with Ellucian.
- 46.47 “Partner Client” means a Target Client that acquires use and/or access rights to relevant Permitted Ellucian Software through the Partner during the Term.
- 46.48 “Partner Client Agreement” means a duly executed written agreement between Partner and a Client for the resale of a License together with the provision of Software Support Services.
- 46.49 “Partner Code of Conduct” means the Ellucian Partner Code of Conduct as published by Ellucian from time to time.
- 46.50 “Partner Developments” shall be as defined in the Overview Section of these Main Legal Terms and Conditions.
- 46.51 “Partner Documentation” means all on-line or hard copy operating instructions, functional descriptions, training materials and other documentation, including all specifications, guides and manuals released by the Partner with respect to the Partner Solution(s).
- 46.52 “Partner Marks” shall be as defined in Section 9 of these Main Legal Terms and Conditions.
- 46.53 “Partner Solution(s)” means each relevant Partner Software computer software program(s) or software code that will be integrated with Ellucian and/or hosted by Ellucian pursuant to this EPN Agreement
- 46.54 “Partner Solution Licensees” means those clients to whom the Partner (either directly or indirectly) has licensed the Partner Solution(s) and in respect of whom Ellucian has agreed to provide hosting services in connection with the Partner Solution(s).
- 46.55 “Partner Tests” means the pre-delivery tests to be run on certain Partner Developments by the Partner.
- 46.56 “Permitted Ellucian Software” means any and all Ellucian Software computer software program(s) that the Partner has been permitted to exercise its rights under the EPN in relation to from time to time.
- 46.57 “Personal Data” shall be as defined in the DPA.
- 46.58 “Prime Contractor” means, to the extent applicable, the Party that retains the other Party as a Subcontractor.
- 46.59 “Recipient” means the Party receiving Confidential Information and/or Personal Data of the Discloser.
- 46.60 “Service Client” means a higher education institution: (a) with which Ellucian or the Partner has entered into a Service Client Agreement; and (b) for whose benefit the relevant services are provided under the Service Client Agreement.
- 46.61 “Service Client Agreement” means a duly executed written agreement between Ellucian or the Partner on the one hand, and the Service Client on the other hand, under which, among other potential services, the Service Client retains Ellucian or the Partner to provide implementation, training and/or other professional services that are associated with Ellucian Software to the Service Client.
- 46.62 “Software” means any software including all source code (if provided), object code, documentation, updates and modifications, and Intellectual Property Rights for such software.

- 46.63 “Software Supplements” shall be as defined in Section 37 of these Main Legal Terms and Conditions.
- 46.64 “Software Support Services” means the services through which Ellucian will provide the Partner with Maintenance and New Releases under this EPN Agreement.
- 46.65 “Subcontractor” means, to the extent applicable, the Party which provides Subcontractor Services to the other Party.
- 45.66 “Subcontractor Services” means any professional services agreed between the Parties that one Party under this Agreement (the Subcontractor) will provide to other Party under this Agreement (the Prime Contractor).
- 46.67 “Target Client” means a higher education institution/entity that is in the market to license ERP/supply chain application software products and that has its principal place of business in the relevant Territory.
- 46.68 “Term” shall be the term of the EPN Agreement, as specified in the Ellucian Partner Network Agreement executed between the Partner and Ellucian.
- 46.69 “Territory” means, in each case, the territory or territories that the Partner is permitted by Ellucian to exercise its rights under the EPN in relation to.
- 46.70 “Test Scripts” means a list of tasks and processes which are to be used to test certain Partner Developments by the Partner.
- 46.71 “Track” means either the Build Track, Sell Track, Service Track, Accelerate Track or any other track that is comprised within the EPN (as such Tracks may be more particularly described elsewhere in the EPN Agreement, including in the EPN Guide).
- 46.72 “Trade Controls” shall be as defined in Section 11 of these Main Legal Terms and Conditions.
- 46.73 “Virus” means virus, Trojan horse, worm, or other Software routine designated to permit unauthorized access to any Software, or to disassemble, erase or otherwise harm any Software, including any third party software which operates in conjunction with any Partner Developments or Ellucian Software, hardware or data, or to perform other similar actions; and does not contain or implement any back door, time bomb, Software lockout key or device, drop dead device, or other Software routine designed to disable any Software.
- 46.74 “VMS” shall be as defined in Section 23 of these Main Legal Terms and Conditions.

