



2024 EPN Partner Guide

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1. About the Guide

This Ellucian Partner Network (EPN) Guide serves as a comprehensive resource for Ellucian partners, providing valuable information on the EPN's structure, component tracks, participation requirements, and associated benefits.

2. Welcome to the EPN

Welcome to the Ellucian Partner Network. The EPN is an ecosystem that fosters the growth, learning, and support necessary for our partners to effectively cater to the needs of higher education institutions worldwide. Our primary mission is to bring together leading companies in support of the higher education sector's core goal: student success. By equipping our partners with knowledge, training, tools, streamlined processes, and an array of benefits, we strive to nurture a thriving ecosystem that prioritizes SaaS implementation and international growth.

3. Introduction to the EPN

The introduction of the EPN denotes Ellucian's commitment to providing a unified and enriching partner experience. The EPN serves as a pivotal initiative to expand Ellucian's leadership position in new markets, bolster its open SaaS platform through key technologies, and enhance its ability to serve customers in alignment with its strategic initiatives. The EPN takes practical steps aimed at enhancing the operational resilience of the Ellucian partner program, through scalability and flexibility.

The EPN includes four tracks that each recognize a different partner model and capability and that support specialized enablement paths for each type of partnership role. Ellucian has simplified the tiering structure, improved benefits, updated requirements, and enhanced enablement and badging procedures. The key driving force behind these changes is the need for partner readiness and a 'SaaS-first' approach.

The four tracks at the core of the EPN are as follows. A partner may join one or more tracks based on their unique skills, interests, and business model:

- Build Track (formerly Technology and OEM Partners)
- Sell Track (formerly Reseller Partners)
- Service Track (formerly Service and Delivery Partners)
- Accelerate Track (for select Ellucian partners, by invitation).

Once a partner is a member of a track, the partner will be required to undergo continual assessment and revalidation to remain a member of such track (typically on an annual basis).

3.1 The Build Track

The Build Track broadly covers two core partner types. These are:

- Integration partners that host their own solutions that need to integrate with Ellucian products for the benefit of Ellucian clients ("Integration Partners");

- OEM partners that wish to embed their solutions within Ellucian products and/or have their solutions hosted by Ellucian (also referred to as "Hosted Partner").

In addition, some partners that have software solutions that can be used to create SaaS integrations for partner solutions fall within the Build Track. If any such partners become 'Badged' in connection with the provision of integration services and offer such services to third parties in relation to Ellucian products (including to Ellucian), such services shall fall within the Service Track.

The purpose of the Build Track is to support partners to ensure that their solutions are successfully integrated with and/or embedded within Ellucian's technology, and that their solution and approach aligns with Ellucian's technical and other standards. The EPN Agreement that each partner will sign with Ellucian will set out the exact nature of the Build Track relationship between the parties and the Partner Catalog will specify the partner solutions that the partner is integrating and/or embedding with Ellucian.

Under the Build Track, processes are connected with the integration status of solutions rather than the activities of the individual partner. Solutions will either be assigned "Affiliate Solution" status or "Verified for SaaS Solution" status. These are explained in more detail in the Build Track section of this EPN Guide below and reflect the level of integration and/or validation between the relevant partner solution(s) and Ellucian's relevant technology.

Additionally, subject to the execution of a further EPN Agreement or Addendum between the Parties, is the "Verified for SaaS Solutions Go to Market (GTM)" category. This is available to partners with a Verified for SaaS Solution that Ellucian has agreed to allow referral deals for and/or has agreed to resell.

3.2 The Sell Track

The Sell Track covers sales partners that are appointed by Ellucian to resell Ellucian products in specific territories. These partners are also expected to support their clients and perform and resell certain software support and maintenance services to their clients, subject to and in accordance with the terms of their EPN Agreement with Ellucian.

The EPN Agreement and/or Addendum signed by the parties will set out the exact nature of the sales relationship between the parties and will specify the Ellucian products that the partner shall be entitled to resell, the territories in which it may resell the Ellucian solutions and certain other key conditions and requirements that are associated with the sales partnership.

The three main tiers associated with the Sell Track are the Standard Tier, the Advantage Tier, and the Premier Tier. These tiers reflect the level of sales expertise of the partner and the revenue that has been generated by the partner and are explained in more detail in the Sell Track section of this EPN Guide below.

3.3 The Service Track

The Service Track broadly covers two types of partners:

- Partners that are enabled and 'badged' to deliver services to clients that directly relate to Ellucian products (hereinafter "**Service Partners**") and/or
- Partners that do not implement Ellucian products but offer value-add services to Ellucian clients in connection with their Ellucian products (including without limitation change management and project management services) (hereinafter "**Service Advisory Partners**").

These services can either be performed directly for clients or as a sub-contractor to Ellucian.

The EPN requires a certain number of individuals within a Service Partner's organization to be enabled in and 'badged' in the relevant services. Badges are assigned by Ellucian following the completion of the requisite enablement path associated with the relevant services

by the relevant individual, to the satisfaction of Ellucian. Please refer to the Partner Enablement, Badging & Tiering section for further details.

Service Partner classifications (Partner Badges and Tiers) relate to the Service Partner organization as a whole and reflect the number of individuals that are badged within the Service Partner organization, the level of expertise and experience within the Service Partner organization and the breadth of services that the relevant Service Track Partner organization can perform (from only a single set of services comprised within a project to a full end-to-end project).

The three main Tiers associated with the Service Track are the Standard Tier, the Advantage Tier, and the Premier Tier. These are explained in more detail in the Service Track section of this EPN Guide below.

Service Advisory Partners are usually not subject to badging requirements and do not have any tiers associated with them.

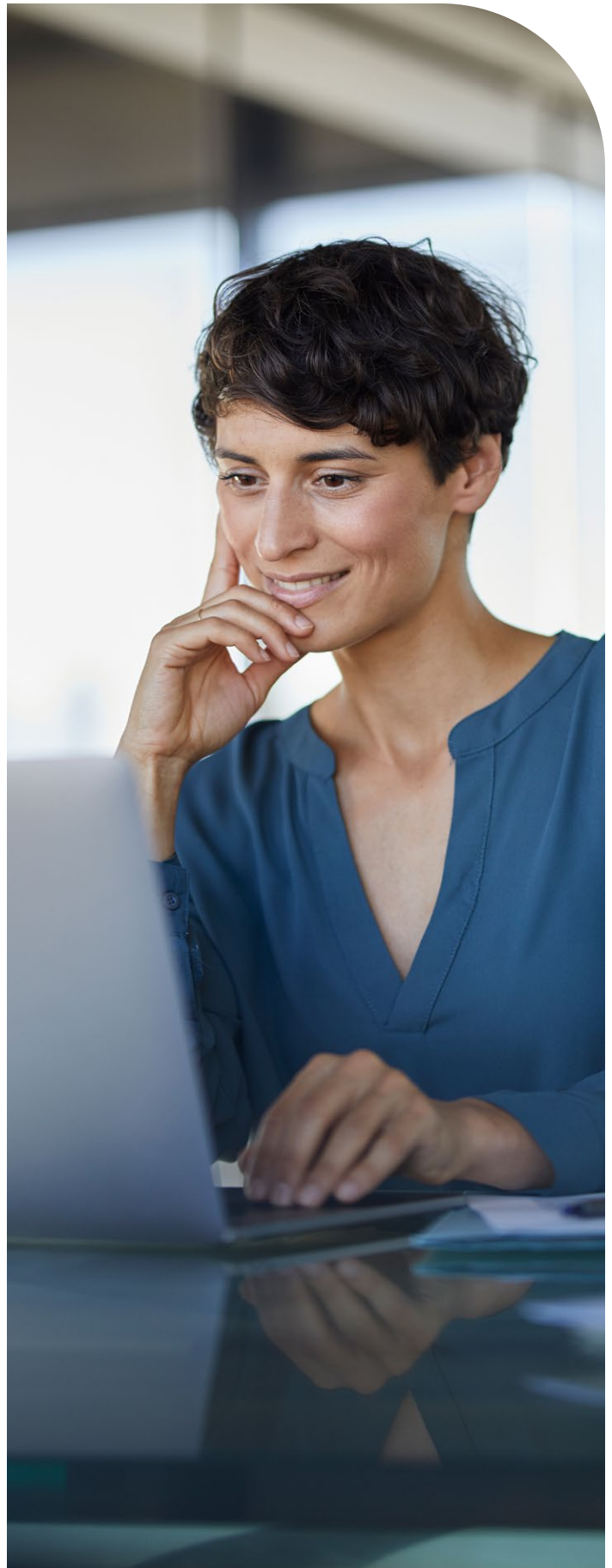
3.4 The Accelerate Track

The Accelerate Track is for existing EPN partners that, together with Ellucian, help customers derive the greatest value from their technology investments. In doing so, these partners help to create a strategic accelerator towards key adoption, deployment, innovation and operational efficiencies. The EPN partners who are invited to participate in this Track benefit from increased access to Ellucian's Product and R&D teams, Ellucian's dedicated learning pathways and Executive level account management, in order to unlock the full value of Ellucian's SaaS solutions for customers across the globe.

In order to be considered for invitation to the Accelerate Track, the relevant partner must participate in at least one core EPN Track (i.e., the Build, Sell and/or Service Tracks) and must meet Ellucian's other requirements associated with the Accelerate Track. Further details are contained in the Accelerate Track section of this EPN Guide below.

3.5 Additional Notice

The awarding of a 'Tier' or other classification under the EPN is against certain criteria at the time of award only (for example the completion of certain training and enablement by the partner and/or its personnel) and is not a guarantee that the relevant partner, personnel or solution can deliver all elements of, or meet all requirements of, a particular customer engagement or that such partner, personnel or solution will meet a customer's specific needs. (In particular, validation of any partner solutions under the Build Track (see below) is against limited functional and/or technical standards and does not guarantee a particular performance level or level of functionality in relation to such partner solution). Therefore, partners must ensure that, in its communications with customers, it does not put forward any suggestion that a particular Tier or classification constitutes a 'guarantee' from Ellucian and instead must be clear on what criteria the Tier or classification is based.



4. EPN Participation Requirements

To qualify for EPN membership, partners must meet specific participation requirements. These include successfully completing each stage of the Ellucian onboarding process to Ellucian's reasonable satisfaction, fulfilling the standards of Ellucian's established Partner Code of Conduct, and meeting Ellucian's security and other regulatory and operational standards (such as those relating to personal data and data privacy). Additionally, Partners must pay the Partner fees set out in this EPN Guide.

4.1 Partner Onboarding Requirements

Ellucian's Partner Onboarding Process ensures a thorough assessment of potential partners and establishes a clear set of minimum standards that all Ellucian partners must meet. Ellucian's detailed evaluation process aims to ensure that Ellucian selects companies and partners that align with Ellucian's core values and objectives.

At its core, the onboarding process encompasses the following elements:

- Completion of successful financial and due diligence checks, along with compliance verifications.
- Successful completion of the Partner Vetting and Qualification Process, which may entail qualification calls or meetings with members of the Ellucian Partner, Sales, and Professional Services teams. Additionally, Partners may be required to develop a detailed Partnership Plan in collaboration with Ellucian.
- Successful completion of relevant organizational assessments, including those in relation to information security and data privacy standards.
- Fulfilment of all mandatory EPN onboarding training requirements (Please refer to the Badging and Partner Enablement Section of this EPN Guide below).
- Execution of an EPN Agreement with Ellucian, including acceptance of the terms outlined in this EPN Guide. (The EPN Agreement will appoint each partner to the EPN, establishing the legal terms and conditions that govern the participation of each Partner in the EPN and will define the specific scope of the partnership).
- Any other core onboarding requirements that Ellucian may introduce from time to time. (This may include checks on the partner's insurance levels, policies and practices, which Ellucian reserves the right to perform).

By abiding to these comprehensive onboarding requirements, Ellucian and each of its partners will demonstrate their joint commitment to engaging in a successful and mutually beneficial collaboration within the framework of the EPN.

4.1.1 Requirement to Adhere to the Ellucian Partner Code of Conduct

EPN partners must adhere to and comply with the standards set out in the Ellucian Partner Code of Conduct, as outlined in the relevant Appendix attached to this EPN Guide. Ellucian reserves the right to update the Ellucian Partner Code of Conduct from time to time, in particular to take account of legal and regulatory changes. Adhering to the Ellucian Partner Code of Conduct helps to ensure that any collaboration between the parties is based on sound principles of integrity, decency, and ethical conduct.

4.1.2 Requirement to Comply with Data Protection and Information Security Standards

Participation in the EPN is contingent upon partners meeting and complying with all necessary data protection and information security standards and policies of Ellucian. Partners are expected to agree to the terms of an Ellucian Data Protection Addendum (DPA) as part of their EPN Agreement that sets out core data privacy and information security obligations that they must comply with when participating in the EPN. Additionally, Partners may need to undergo an information security assessment and provide the Ellucian Information Security Team with certain information in order for an assessment to be completed on the Partner, its infrastructure and/or its solutions.

4.1.3 Requirements Following Acceptance into a Track

Each Track will have its own infrastructure, enablement, sales, and other requirements. Partners will be expected to fulfil Ellucian's ongoing requirements in relation to each Track in order to remain in that Track and/or achieve a particular classification (Tier, Badge etc.) within that Track.

4.1.4 Requirement to Act Appropriately and Not Mislead Others

Without prejudice to a partner's requirement to comply with the Ellucian Partner Code of Conduct, partners are under a duty not to mislead clients, or potential clients, with regard to their participation in, and level of expertise under, the EPN. A partner cannot hold itself out as holding a particular appointment or having a particular Badge or Tier (or a particular level of experience) which it does not have under the EPN. In addition, partners may only use any Ellucian-provided resources appropriately and within the scope of their appointment to EPN.

4.2 Chargeable Aspects of the EPN

Some elements of the EPN are chargeable. These include access to particular environments, access to Ellucian training and enablement services, access to Ellucian professional services support, and participation in certain Ellucian events (including E-live and user group meetings).

Pricing for chargeable aspects will be quoted by Ellucian. Pricing will be driven by aspects such as the partner's tier, location, and the complexity of the arrangement.

4.3 Ordering of Ellucian Products and Services

Access to specific Ellucian products and services, including the chargeable aspects set out above, will require the Partner to place an order with Ellucian for such products and services. Such order will set out the fees that have been agreed between the Partner and Ellucian in relation to the products or services that are the subject of the order and the scope of the relevant products and services.

For more detail on the specific ordering processes that apply to partners (with a particular focus on Sell Track partners) please refer to the section of this EPN Guide entitled 'Partner Processes – Transactional and Finance Related Ordering Process for Chargeable Elements of the Program'.

4.4 Access to Resources

Partners are required to register for essential systems, including the Partner Community and Customer Center, to collaborate effectively, log support tickets, and access resources. These platforms facilitate communication and knowledge sharing between Ellucian and its Partners. Partners are required to follow Ellucian processes to submit cases in our systems. These processes may differ according to the Partner Track and engagement model with the end customer. For example, if a partner is working directly for a client and is not working through Ellucian, Ellucian has specific processes that must be followed to protect Ellucian's confidential information including verification with the client that access is required and access via a client email address (if the partner is working directly with Ellucian on a project then certain processes must still be followed by the partner but access via the partner's email address is sufficient in connection with that project).

5. Partner Tracks, Tiers and Integration Status

This section describes each Track in detail.

5.1 The Build Track

The Build Track aims to enhance the functionalities of Ellucian's core offerings by allowing partner solutions to aggregate non-native functionalities into institutional systems. This track supports Ellucian's strategy toward a SaaS model, enabling quicker, simpler, safer, and more seamless integrations and collaborations with Build Track partners. In addition, it provides institutions with increased visibility and control over any integrations. Two core partner types exist within the Build Track - Integration Partners and OEM Partners- which are detailed herein.

5.1.1 Integration Partners

5.1.1.1 Partner Integration Journey and Annual Validation

If a partner is an Integration Partner, they will embark on their Partner Integration Journey when they enter the Build Track. Ellucian supports partners throughout this process by providing access to environments, documentation, and expertise. Partners are given a specific timeframe, determined by the complexity of the integration, to successfully complete the integration. Partners are also given details of any elements that need to be paid for (for example if the partner wishes to utilize a private development environment) and will work with partners on the provisioning of these elements.

Once a partner's solution completes its Integration Journey, it must undergo the Ellucian validation process, which includes functional and performance testing. If the solution passes this process, it is considered validated and is awarded Verified for SaaS Solution Tier status (see section below). Once a solution has been awarded this tier, partners are responsible for undergoing regular quality assurance (QA) to ensure each solution integration continues to function as intended and as previously validated.

5.1.1.2 Integration Status

Within the Build Track, Integration Partner solutions are divided into two categories:

- 1. Affiliate Solution:** Integration Partner Solutions in this category do not have a validated SaaS integration with Ellucian and do not receive the same level of benefits and requirements as the Verified for SaaS Solution Tier (see the B&R section for more details). Integration Partner solutions will progress to the Advanced Tier if they have a SaaS integration that is validated by Ellucian.
- 2. Verified for SaaS Solution:** This is the second category available for Integration Partner solutions within the Build Track. Solutions in this category have a validated SaaS integration with Ellucian and receive additional Build Track benefits.

5.1.1.3 The Partner Integration Journey

The core steps comprised within the Partner Integration Journey are set out below. The Partner Integration Journey aims to support partners to achieve successful integrations with Ellucian's core technology. This allows institutions to enhance their systems with additional functionalities and maintain visibility and control over their integrations.

- 1. Integration Timeline:** Partners are provided with a timeline to successfully complete the integration, based on the complexity of the integration, priority of the integration and Ellucian's resource availability. This timeline serves as a benchmark for partners to align their efforts and track progress
- 2. Affiliate Solution:** This is the initial tier that will be awarded to Partner solutions that still need to be validated by Ellucian (see description above). Partners with Affiliate Solutions have a different fee structure and receive fewer benefits compared to Integration Partners with Affiliate Solutions.

3. Ellucian Validation Process: Once an Affiliate Solution has completed its integration journey, it undergoes a validation assessment by Ellucian. This process includes functional and performance testing to ensure the solution meets certain core Ellucian standards. If the solution successfully passes this process, it is deemed validated by Ellucian.

4. Verified for SaaS Solution: This is the tier that will be awarded following validation (see description above). Verified for SaaS Solution status signifies that the partner solution has met Ellucian's core validation standards and can be listed on the Ellucian Partner Catalog as a 'Verified for SaaS Solution'.

5. Maintenance of Verified for SaaS Solutions

Integration Status: Partners must engage in regular Quality Assurance (QA) activities to maintain their Verified for SaaS Solution status. This regular QA process ensures that the integration continues to function as intended and delivers the expected value to institutions. By fulfilling these ongoing requirements, partners can sustain their visibility, credibility, and the benefits associated with the Verified for SaaS Solution Tier.

5.1.1.4 Go-to-Market Referral and Resale Program

At the discretion of and with the agreement of Ellucian, the Build Track also offers two Go-to-Market (GTM) programs, the Referral Partner Program, and the Resale Partner Program. These are for partners with at least one Verified for SaaS Solution and reflect a commercial relationship between the Parties under which Ellucian will either provide access to its technology and/or refer deals to a partner in return for a revenue share or be granted a right to resell an Integration Partner's solution and include it in its own product offering to institutions. To participate in the Go-to-Market Referral or Resale Partner Programs, the partner will need to sign an additional EPN Agreement and/or Addendum with Ellucian and will need agree to additional terms that reflect the additional requirements of these Programs.

Referral Partner Program: The Referral Program recognizes the revenue and business generated by Referral Program partners via their connections with Ellucian.

There are two types of Referral Program partners:

- The first are Referral Program partners that will work with Ellucian to educate and support the Ellucian Sales Team to

identify sales opportunities for the partner's solution(s) to Ellucian customers. The Partner is responsible for working with its Partner Manager to provide Ellucian's Sales Team with comprehensive information and collateral on the partner's solutions. When a customer chooses to procure a partner's solution following a referral from the Ellucian Sales Team, the partner will pay Ellucian a referral fee. The standard fee is calculated as a percentage of the Annual Recurring Revenue (ARR) for the first year and any subsequent years of the partner's deal with the relevant customer.

- The second type of Referral Program partners are those with deeply integrated partner solutions that derive transactional volume and recurring revenue via their connections with Ellucian. This includes payment processing providers and transcript service providers. The partner will pay Ellucian a share of the revenue generated each time the connector/integration is utilized by the parties' mutual customers.

In order for Referral Program partners to participate in the Referral Program they must work with Ellucian to drive referral opportunities, perform joint business planning activities with Ellucian, provide training and support on their partner solutions and report to Ellucian on all revenue that is derived from the partnership, in accordance with Ellucian's requirements.

Resale Partner Program: The Resale Program enables Ellucian to resell a partner's Verified for SaaS Solution to its customers (on Ellucian's sales terms) including it as an integral parts of its product catalog. In many cases the partner's solution that is re-sold by Ellucian is a cloud (SaaS) solution and the partner will host and manage the solution. In each case Ellucian is heavily reliant on the partner to make the partner's solution available to Ellucian's customers, meet Ellucian's and its customer's needs, support the partner solution and align with Ellucian's sales offering and sales terms. Except in the case of OEM partners, the Resale Program partner will also generally be responsible for the implementation of the partner's solution.

The EPN Agreement and/or Addendum that Resale Partners will be required to sign with Ellucian will likely cover aspects such as hosting, the partner's support and maintenance offering (including the management and rectification of

defects), associated service level agreements (SLAs), the performance and implementation of the partner's solution, Ellucian's information security and data privacy requirements and the partner's back up /disaster recovery obligations.

The EPN Agreement and/or Addendum will also acknowledge that Ellucian will place orders for the partner solution and associated implementation services with the Build Partner and set out the ordering process and commercial terms associated with the arrangement. The Partner will need to agree pricing with Ellucian and agree an appropriate commercial model with Ellucian (revenue share etc.). Ellucian will be free to set its own end prices to customers and will need standard pricing from the partner to enable it to develop its own sales proposition and offer the partner's solution alongside Ellucian's products and services. The partner will also need to create standard service packages for Ellucian (providing a Statement of Work, in Ellucian template form, in relation to such work).

Marketing and promotional alignment and support will be critical to the success of any resale arrangement. To facilitate the effective sale of a partner's solution, various teams within Ellucian will require promotional, product, technical and sales support from the partner, as well as product and service information and collateral that can be used effectively by Ellucian when bidding, selling, and supporting the partner's solution.

Summary: The Referral Program and Resale Program provide valuable go-to-market opportunities and increased exposure for partners within the Build Track. By participating in these programs, partners can leverage Ellucian's sales channels and resources to expand their reach and drive growth for their Verified for SaaS Solutions.

5.1.2 Integration Enabler Partners

Integration Enabler Partners play a pivotal role in facilitating the success and functionality of Ellucian's suite of SaaS products. These partners specialize in providing software solutions that can be used to create SaaS integrations between Integration Partners and Ellucian's SaaS offerings.

As with other Build Track Partners that have their own software solutions, Integration Enabler Partners are required to sign an EPN Agreement that covers various legal, technical, and commercial aspects of the partnership. The EPN Agreement may span multiple Tracks (Build and Service)

in recognition of the fact that Integration Enabler Partners may be badged in connection with the services that they provide to third parties (including to Ellucian). However, as Integration Enabler Partner software solutions do not directly integrate with Ellucian products, such partners are not usually subject to the Ellucian Build Track validation process and the fee profile is streamlined for such partners, meaning that Integration Enabler Partners will not typically pay annual Build Track Fees and will instead pay annual Service Track Fees if they are to be 'badged' on their services.

5.1.3 OEM Partners

OEM Partners play a critical role in the success and operation of Ellucian's software business, and their participation within the Build Track ensures that they receive the appropriate level of support and recognition within the EPN. OEM Partner relationships are jointly managed within Ellucian by the Ellucian Partnership Team and Ellucian Product Team.

Unlike other Partners within the Build Track, OEM Partners are not required to build integrations with Ellucian. However, as Ellucian will be embedding and/or combining the OEM's product within Ellucian products and services, Ellucian will still be heavily reliant on OEM partners to support the sale, hosting, monitoring, and support of their OEM products.

The EPN Agreement and/or Addendum that OEM Partners must sign with Ellucian will be required to cover multiple legal, technical, and commercial aspects including the license being granted to Ellucian, associated OEM product support, any required hosting and other support (e.g. training, product assessments, documentation, trouble-shooting guides etc.) as well as the commercial terms agreed between the OEM partner and Ellucian.

OEM Partners are provided with access to all aspects of the Ellucian foundational training available within the Ellucian Partner Academy. This training helps to equip OEM Partners with an understanding of Ellucian, its customers, and the higher education sector within which Ellucian operates.

To ensure effective communication and support, each OEM Partner is assigned a dedicated Partner Director. The assigned Partner Director will act as the primary point of contact for the OEM Partner, assisting them with any business needs that they may have. A monthly cadence is often established, involving the relevant Partner Director

and representatives of the Ellucian R&D (Research and Development) and Product Management teams, to facilitate regular discussions and updates. A regular engineering cadence is also often maintained to address any technical troubleshooting and support issues that arise during the term of the partnership.

5.1.4 Build Track Fee Structure

Annual Build Track Fees are waived for OEM Partners and Integration Enabler Partners. For Integration Partners, the fee structure associated with the Build Track is designed to reflect the position held by each such Integration Partner and rewards partners that complete the Partner Integration Journey and engage in Ellucian's go-to-market offering and strategy.

1. Partners with only Affiliate Solutions (non-SaaS integrated):

- Annual Fee: \$10,000 per partner per calendar year.

2. Partners with only Verified for SaaS Solutions (SaaS integrated):

- Annual Fee: \$2,500 per Verified for SaaS Solution per ERP per calendar year.

3. Partners with both Affiliate and Verified for SaaS Solutions:

- The Verified for SaaS Solution model takes precedence and Build Partners will only be required to pay an Annual Fee of \$2,500 per Verified for SaaS Solution per ERP per calendar year.
- Build Partners will be required to commit to an integration timeline for their Affiliate Solutions.

4. Requirement to retain Verified for SaaS Solution status:

- If a Partner fails to retain at least one Verified for SaaS Solution, the Partner will revert to the previous fee structure of \$10,000 per calendar year.
- Any fee adjustments to take account of integration status changes, including the above change, will take effect from the 1st of January of the following year and will not be backdated.

5. Partners within the (GTM) Referral Partner Program or Resale Partner Program:

- Partners who participate in the (GTM) Referral Partner Program or Resale Partner Program may have the above fees waived where their Verified for SaaS Solutions generate considerable revenues for Ellucian (Annual Recurring Revenue (ARR) in excess of \$1 million per ERP for Ellucian).

The above fee structure ensures that Build Partners are charged appropriately, based on their level of integration and the benefits they receive.

5.1.5 Benefits, Expectations and Requirements

Monetary Requirements	Affiliate Solution	Verified for SaaS Solution	Resale	Referral
Annual Fee	\$10,000	\$2,500 (per Verified for SaaS Solution per ERP per calendar year) Subject to the above, this is payable once one solution achieves this status	\$0*	\$0*
Validated SaaS Integration	–	✓	✓	✓
Revenues to Ellucian	–	–	\$1M (per ERP)	\$1M (per ERP)
Joint Business Plan	–	–	✓	✓

*Verified for SaaS Solution fee waived for Resale or Referral Partners, on condition that Ellucian has received in excess of \$1 million ARR per ERP from the partner during the year before.

Expectations	Affiliate Solution	Verified for SaaS Solution	Resale	Referral
Dedicated Sales Personnel	–	–	✓	✓
No. of Existing Customers	–	–	5+	5+
Annual Public Joint Customer References	–	–	5+	5+

Communication Benefits	Affiliate Solution	Verified for SaaS Solution	Resale	Referral
Webinars/Newsletters	✓	✓	✓	✓
Quarterly Business Reviews	-	-	✓	✓
Participation in Partner Conferences and Events	-	-	✓	✓
Executive Partnership Briefings	-	-	✓	✓

Marketing Benefits	Affiliate Solution	Verified for SaaS Solution	Resale	Referral
Listing in Partner Catalog	✓ (Less prominent)	✓	✓	✓
Use of Ellucian Marks in Connection with the Partnership (as per the EPN agreement)	✓	✓	✓	✓
Co-Branding Opportunities in Brochures, etc. (i.e. Partner's use of the Ellucian logo in accordance with Ellucian guidelines in conjunction with the Partner's own logo and branding)	-	✓	✓	✓
Product Info and Partner Sell Sheet (for GTM Only)	-	✓	✓	✓
Collaboration on Webinars, Co-Marketing Opportunities, Newsletters	-	-	✓	✓
Ellucian Sales Team Training Opportunity (1x per year)	-	-	✓	✓

Sales Benefits	Affiliate Solution	Verified for SaaS Solution	Resale	Referral
PRM (Partner Relationship Management) Portal Access	✓	✓	✓	✓
Inside Sales/Lead Gen	-	-	✓	✓
Product/Domain Briefings	-	-	✓	✓

Technical Benefits	Affiliate Solution	Verified for SaaS Solution	Resale	Referral
Free Shared Environment Access (where appropriate and necessary)	✓	✓	✓	✓
Annual Technology Partner Forum	✓	✓	✓	✓
Ellucian Partner Community Access	✓	✓	✓	✓
Ellucian Integration Enablement	✓	✓	✓	✓
Partner Integration Process	✓ (with a deadline to integrate)	✓	✓	✓
Bi-yearly Roadmap Discussion	-	✓	✓	✓

*Note that additional software may need to be procured directly by the partner in order for the partner to effectively use such an environment.

Chargeable Benefits	Affiliate Solution	Verified for SaaS Solution	Resale	Referral
Access to Ellucian Events & Ellucian Live	✓	✓	✓	✓
Private Development Environments (with associated discounts, where applicable)	✓	✓	✓	✓
Integration Consulting Services	✓	✓	✓	✓
ODT & ILP (Intelligent Learning Platform) Discount for Chargeable Training	15%	15%	15%	15%
Access to User Group Meetings (additional fee)	-	-	✓	✓



5.2 The Sell Track

The Sell Track covers partners that resell Ellucian products, services, and support to higher education institutions in authorized territories. These partners can access key resources to develop their Ellucian product expertise, understand the Ellucian business, and empower them with industry knowledge, sales knowledge, and technical capabilities. They are crucial in marketing and selling Ellucian offerings within the higher education marketplace.

Sell Partners are appointed to sell Ellucian SaaS (Software as a Service) offerings and services. Details of the appointment, such as the specific products that the Sell Partner can resell, the approved territories and the customer groups that the Sell Partner can target will be listed in the Sell Partner's EPN Agreement. Sell Partners are expected to actively generate, foster, and close sales opportunities within the scope of their appointment. They are expected to manage the relationship with all end customers, be responsible for all customer engagement, negotiations, and order Ellucian products and services in a timely manner. Sell Partners usually also provide the first-level support to their installed base.

The Sell Track aims to foster effective product marketing, encourage collaboration with Ellucian sales teams, and provide comprehensive technical, sales, and marketing enablement. This is to support Sell Partners so that they can actively engage in the promotion, sale, and delivery of Ellucian software solutions to higher education institutions.

5.2.1 Partner Tiers

The Sell Track has three Tiers: Standard, Advantage, and Premier. Each tier offers distinct levels of benefits, incentives, and support.

The Standard Tier is the entry level Tier for Sell Partners. It caters to niche organizations specialized in the higher education industry or companies establishing their relationship with Ellucian and starting their journey on the EPN. These Sell Partners focus on core reselling activities, the offering of Ellucian Professional Services, and the provision of initial customer support.

The Advantage Tier is for Partners who have invested time and resources in developing an Ellucian practice consistent with Ellucian's commercial and operational requirements and have used such practice to deliver on Ellucian software sales and associated service sales. These Sell Partners should have a strong existing customer base, possess in-depth product knowledge, and demonstrate a clear commitment to future growth.

The Premier Tier is for Partners who exhibit the highest level of commitment, expertise and delivery within the Sell Track. They sell Ellucian products to the largest and most complex customers in their respective territories. These Sell Partners embrace innovation and deliver world-class solutions to address their customers' most pressing needs.

5.2.2 Tier Progression

Several requirements and expectations of Ellucian must be demonstrated in order for Sell Partners to progress through the tiers and access the different benefits that are available to them as a Sell Partner. These requirements and expectations are divided into various categories:

- 1. Annual ARR (Annual Recurring Revenue):** Partners are expected to achieve a certain level of annual sales revenue on Ellucian SaaS offerings. The thresholds are listed in the table below. Please note that the sales revenue target may differ from the threshold and will be set in conjunction with Ellucian.
- 2. Enablement:** Partners are required to complete specific sales training and enablement activities to demonstrate their expertise and understanding of the products or services they are promoting. This may require them to attend training sessions, obtain Badges, and pass assessments in accordance with Ellucian's enablement and badging requirements.
- 3. Joint Business Plan:** Partners are required to develop and execute a joint business plan with Ellucian that covers sales targets, commercial activities, and marketing initiatives. This will assist Sell Partners to achieve agreed upon targets, allocate resources effectively, minimize risks, and capitalize on market opportunities.

By meeting these requirements, Sell Partners can demonstrate their commitment, expertise, and ability to drive positive sales outcomes, in collaboration with Ellucian.

5.2.3 Discounts

The sales discount structure within the Sell Track is designed to support the sale of Ellucian's SaaS products and recognize the level of investment that each Sell Partner has made within the Sell Track. The discount amount increases as Sell Partners move up the various Tiers within the EPN, with higher-tiered Partners receiving higher discounts (see the monetary benefits below).

In addition to tiered discounts, Partners are also required to submit details of their sales opportunities into the Ellucian lead management system (currently the Ellucian PRM system). If a submitted lead is accepted by Ellucian, converted into an opportunity and qualified by Ellucian, Sell Partners are awarded an additional discount on top of the discounts that they receive in line with their tier (Please see the Deal Qualification Discount in the table below and refer to the description of the Deal Registration Process in the Appendices to this EPN Guide). This additional discount serves as an incentive and reward for Sell Partners that maintain an effective communication channel with Ellucian and proactively generate and pursue sales opportunities.

5.2.4 Marketing Activities

5.2.4.1 MDF (Market Development Funds)

MDF funds are allocated to Sell Partners based on their tier and the value of all SaaS revenues that they have booked. SaaS Revenue is considered 'booked' when the Sell Partner has completed the sales cycle in relation to an Ellucian SaaS product sale and paid Ellucian in full for the order. MDF funds become available at the start of the quarter following the quarter in which they are secured and must be requested and spent within 12 months. Sell Partners must request MDF funds via the Ellucian PRM system and may only be awarded such funds following the completion of the full MDF approval process. Once approved, the funds will be allocated to the Sell partner and paid within the next quarter.

MDF Amount and Eligibility: The amount of MDF funds allocated to a Sell Partner will depend on the Sell Partner's Tier and sales performance at the time of the request for such funds. The MDF program offers 1% to 2% of the Partner's relevant sales revenue with Ellucian as MDF funds, with a maximum limit of \$50,000 per annum (see the monetary benefits section below). To participate in the MDF program, Sell Partners should follow the deal registration process, have no outstanding Account Receivable with Ellucian and adhere to the MDF program guidelines. They must also have a documented marketing plan that aligns with Ellucian's core objectives.

Requirements and Guidelines: Partners are required to submit a detailed proposal for the relevant marketing activity, including a description, target audience, proposed date, campaign duration, set of objectives, set of metrics, expected ROI (return on investment), and budget. Approval from the Ellucian Partner Marketing Team is required before the Sell Partner can start any marketing activity. Within 30 days of the completion of the relevant marketing activity, Sell Partners must provide Ellucian with a detailed report on the success of the activity/event, including leads that were generated, conversions that were attained, and ROI. MDF requests should be made via the Ellucian PRM system at least 30 days before the planned activity start date. Ellucian will endeavor to provide a response (approval/rejection/request for further information) within 5 working days in respect of proposals submitted via the Ellucian PRM system. An approved marketing proposal budget is required to utilize MDF funds.

Utilizing MDF Funds: Sell Partners can use MDF funds to fund various marketing activities. These activities include digital marketing, direct mail, print advertising, partner-led customer events, industry conferences, webinars, telemarketing campaigns, and case studies. MDF funds cannot be used to fund Ellucian events (unless agreed), social and relationship events, sales incentives, gifts and giveaways, or travel expenses.

5.2.4.2 Marketing Authorization

Sell Partners are only authorized to market themselves as Sell Partners within their authorized territories as outlined in their EPN Agreement, and only in respect of the products and services which they are authorized to sell in those territories under the terms of their EPN Agreement. As Ellucian moves to a SaaS-ready sales model, it may issue product listings to Sell Partners from time to time confirming which products and add-ons are currently supported by Ellucian and can be sold in particular regions, and Sell Partners are expected to align their sales and marketing activities to the content of these listings.

Further details regarding the processes that Sell Partners must follow (including the Ellucian sales, ordering and contracting process) are set out in the Sell Track Appendices attached to this EPN Guide.

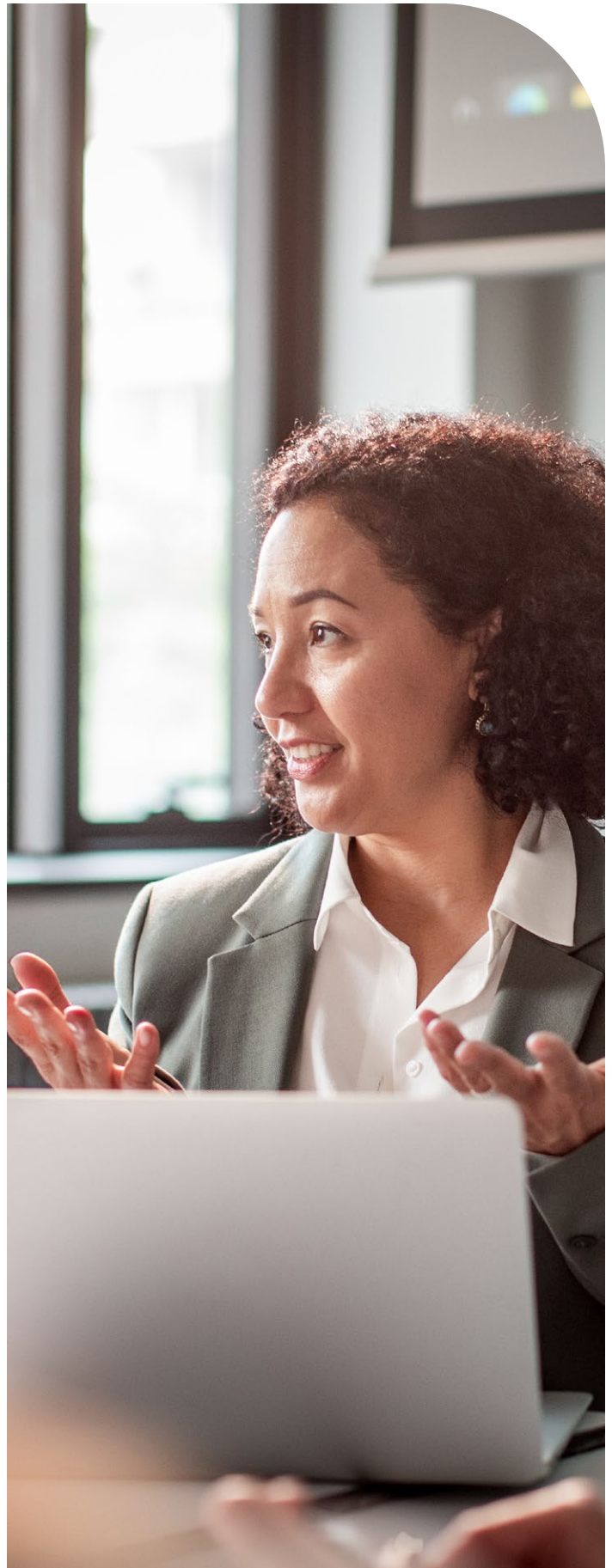
5.2.5 Sell Track Fee Structure

The Sell Track annual membership fee is \$2,500 per calendar year. This is a combined annual membership fee that covers both the Sell and Service Tracks (if the Partner is a member of both Tracks).

Annual membership fees will be pro-rated for Partners joining part way through a calendar -year. This is subject to a minimum fee of \$1,000 per calendar year which applies regardless of the joining date.

The Sell Track annual membership fee can be applied as 'Ellucian Credit' and spent on enablement activities such as ODT (On Demand Training), ILT (Instructor-Led Training), and PS (Professional Services) hours.

Once the annual membership fee has been paid, the right to apply that fee as 'Ellucian Credit' will only remain valid for 12 months and must be spent during that period. It is important to note that unused credit cannot be carried over to the following year, so timely utilization is essential.



5.2.6 Benefits, Expectations and Requirements

Requirements	Standard	Advantage	Premier
Annual Fee (Ellucian Credit)	*\$2,500	*\$2,500	*\$2,500
Banner SaaS ^ARR	\$125,000	\$250,000	\$500,000
Colleague SaaS ^ARR	\$125,000	\$250,000	\$500,000
Power Campus ^ARR	\$250,000	\$350,000	\$500,000
Quercus ^ARR	\$150,000	\$250,000	\$400,000
Joint Business Plan	✓	✓	✓

*Partners who are members of both the Sell and Service Tracks will only be required to make a payment of \$2,500 per calendar year and will not be required to pay per Track. ^ARR (Annual recurring revenue) to Ellucian – these metrics are benchmark levels that Partners need to achieve or exceed.

Expectations	Standard	Advantage	Premier
Sales Personnel Badged in Key Services Relevant to the Sell Partnership	2	4	6
No. of Existing Customers per Year	1	3	5
Publish Thought Leadership	–	✓	✓
Publish Customer Story	–	✓	✓

Monetary Benefits	Standard	Advantage	Premier
Discounts SaaS Banner/Colleague	13%	15%	18%
Discounts PC/Quercus	40%	43%	45%
Deal Qualification Discount	2%	2%	2%
*MDF – Marketing Development Fund	1%	1%	2%

*MDF maximum limit of \$50,000 per annum.

Communications Benefits	Standard	Advantage	Premier
Operational Meetings	Monthly	Bi-Weekly	Weekly
Webinars/Newsletters	✓	✓	✓
Ellucian Success Team	✓	✓	✓
Quarterly Business Reviews	✓	✓	✓
Partner Advisory Council	-	-	✓
Annual Partner Symposium	-	-	✓
Executive Sponsored Quarterly Ellucian Leadership Briefing	-	-	✓

Marketing Benefits	Standard	Advantage	Premier
Listing in Partner Catalog	Monthly	Bi-Weekly	Weekly
Use of Ellucian Marks in Connection with the Partnership (as per the EPN agreement)	✓	✓	✓
GTM Detailed Plan (events, prospective customers)	✓	✓	✓
Co-Branding (i.e. Partner's use of the Ellucian logo in accordance with Ellucian guidelines in conjunction with the Partner's own logo and branding)	✓	✓	✓

Sales Benefits	Standard	Advantage	Premier
PRM Portal Access	✓	✓	✓
Product Info and Partner Sell Sheets	✓	✓	✓
Partner Lead, and Opportunity Tracking in PRM	✓	✓	✓
Pre-Sales & Bid Management Support for Qualified Opportunities (see the relevant section of this EPN Guide)	✓	✓	✓
Ellucian Sales Team Training Opportunity (1x per year)	-	✓	✓

Customer Support Benefits	Standard	Advantage	Premier
Customer Center Access (access terms apply)	✓	✓	✓
Access to Ellucian Support (support processes apply)	✓	✓	✓

Training Benefits	Standard	Advantage	Premier
Partner Academy Training	✓	✓	✓

Fee Based Optional Benefits	Standard	Advantage	Premier
Access to Ellucian Events & Ellucian Live	✓	✓	✓
ODT & ILP Discount	15%	15%	15%
In-person Training or Professional Services Engagements	✓	✓	✓
Dedicated Environments* and Associated Discounts (if any) (Partner use)	✓	✓	✓
Access to User Group Meetings	-	✓	✓

*Note that additional software may need to be procured directly by the partner in order for the partner to effectively use such an environment.



5.3 The Service Track

The Service Track is for partners who either (a) play a vital role in implementing and/or servicing Ellucian's SaaS offerings or (b) deliver value-added services that enhance Ellucian's software capabilities. Partners in the Service Track benefit from a dedicated enablement program and badging and tiering system, ensuring they have access to the latest information and training to help them effectively serve the higher education market. This enablement program, based on the attainment of Ellucian badges and Tiers, will be gradually introduced by Ellucian.

By offering implementation and value-added services to Ellucian SaaS customers, Service Partners in the Service Track significantly contribute to the delivery and effectiveness of Ellucian's software solutions. Two Partner types exist within the Service Track, Service Partners, and Service Advisory Partners. The distinction between these is specified below:

Service Partners drive customer business outcomes through their provision of implementation and adoption services that directly relate to the Ellucian products.

Service Advisory Partners offer 'value add' services that supplement but do not directly relate to Ellucian products. They possess expert knowledge of the higher education industry and provide specialist services, including but not limited to digital transformation services and change management services.

Subject to and in accordance with the terms of the EPN, Service Partners have the flexibility to directly sell their relevant services to customers or can provide their relevant services through Ellucian, acting as an Ellucian subcontractor.

The EPN provides Service Track Partners with access to Ellucian's information and expertise and an opportunity to gain a strong understanding of Ellucian's offerings and business to help them serve their higher education institutional clients.

5.3.1 Service Partners and Service Advisory Partners

Progress within the Service Track is based on competency levels and the attainment of service-related Badges and Tiers. Service Partners attain badges and tiers to demonstrate their level of experience and competency in their chosen service areas.

The Ellucian enablement program, on which the Ellucian badging and tiering system is based, requires Service Partners to acquire capabilities through various means: online training, instructor-led training and practical learning and shadowing experience. A comprehensive Badging and Tiering system mean that Service Partners can show when they have met the necessary training and delivery milestones to deliver a particular set of services in a particular territory or region. This helps Ellucian and customers to determine when to use such Service Partners for services, helps Service Partners to serve customers effectively and enhances each Service Partner's reputation and credibility.

A **"Badge"** is awarded to a Service Partner in respect of a particular set of services for a particular territory when a certain number of staff focussed on those products and in that territory within its organization has either completed the necessary training in a given area or is evaluated by Ellucian as competent, through a skill assessment process. (See the section of this EPN Guide entitled 'Ellucian Badging' for more detail).

Once a **Service Partner** has achieved a certain set of badges and met any other relevant requirements (see below) for a particular territory then it will attain a **"tier"** in relation to the suite of services that are covered by its badges for that territory. The tier demonstrates how comprehensive the Service Partner's service offering is in respect of the products and territories that are associated with such tier, and its relative standing within the Service Track compared to other Service Partners.

There are three Tiers: The Standard Tier, the Advantage Tier, and the Premier Tier.

Standard Tier: Service Partners in this tier have completed the training and requirements to demonstrate expertise and capabilities in delivering a **specific set of services**. To qualify for this tier, Partners must meet mutually agreed-upon Badging requirements with their assigned Partner Account Manager. These requirements serve as benchmarks to demonstrate that partners possess the necessary skills, experience, and quality standards to deliver the designated services.

Advantage Tier: Service Partners in this tier have completed the training and requirements to demonstrate expertise and capabilities in delivering a **specific subset of services but not full implementations (e.g., Banner Student)**. This tier allows Partners to specialize in a particular area, focusing their expertise and resources on delivering those specific offerings. Although they may not cover an entire implementation, Advantage Tier Service Partners provide valuable solutions within their specialized domain.

Premier Tier: Premier Tier Service Partners are distinguished by their strong implementation capabilities, that they can carry out without the need for the significant involvement or of support of Ellucian. These Service Partners have completed the training and requirements to demonstrate a high level of expertise, self-sufficiency, and competence when implementing Ellucian's solutions.

See the **Partner Enablement, Classification, Marketing & Branding** section for more information.

5.3.2 Tier Progression

For Service Partners to progress through the Tiers within the Service Track in connection with specific service offerings for specific territories, they must fulfil certain criteria. These criteria include the achievement of specific relevant Badging requirements, involvement in successful relevant implementations, and demonstration of necessary resources in connection with the service offerings and territories to which such Tier relates.

- 1. Badging Requirements:** As mentioned above, Service Partners must achieve specific badges to demonstrate their expertise and proficiency in various areas. These badges can be earned through the completion of ODT training courses, successful assessments, or by shadowing Ellucian implementations that are relevant to the badged product or service. This framework helps ensure that Partners possess the necessary skills and knowledge to meet customer requirements.
- 2. Capability Demonstration:** Service Partners are required to demonstrate their capabilities and competence in delivering relevant services to customers. This may entail them needing to (a) showcase several successful client service projects,

(b) provide references or case studies that highlight their achievements, and (c) demonstrate their technical expertise in relevant domains. The purpose of this criteria is to ensure that partners possess the requisite skills and experience to meet customer needs effectively.

- 3. Resource Requirements:** Service Partners should maintain at all times the resource required to perform their relevant services in connection with Ellucian products and to support customers. This includes maintaining trained and badged members of staff, possessing the appropriate technical infrastructure to perform the relevant services, and having all other necessary tools, equipment, and resources at their disposal. Without prejudice to any other requirements under the Service Track, Service Partners must ensure that all services that they perform on or in relation to Ellucian software products are performed under the supervision of individuals that have obtained the necessary "Badge" for the relevant services, and they must assign staff members to supervise and manage their particular projects in line with that principle.

Service partners will be assessed annually, but can lose their tier status during a year if they are failing to meet the criteria mentioned above. This ensures ongoing accountability and encourages consistent performance.

Service Partners are only authorized to market themselves as Service Partners within the scope of their relevant appointment to the EPN. This means that they can only offer and provide services under the EPN for which they are badged (and only within the territories for which they are badged and appointed under the EPN).

5.3.3 Service Track Fee Structure

The Service Track annual membership fee is \$2,500 per calendar year. This is a combined annual membership fee that covers both the Service and Sell Tracks (if the Partner is a member of both Tracks).

Annual membership fees will be pro-rated for partners joining part way through a calendar -year. This is subject to a minimum fee of \$1,000 per calendar year which applies regardless of the joining date.

The Service Track annual membership fee can be applied as 'Ellucian Credit' and spent on enablement activities such as ODT (On Demand Training), ILT (Instructor-Led Training), and PS (Professional Services) hours.

Once the annual membership fee has been paid, the right to apply that fee as 'Ellucian Credit' will only remain valid for 12 months and must be spent during that period. It is important to note that unused credit cannot be carried over to the following year, so timely utilization is essential.



5.3.4 Benefits, Expectations and Requirements

Requirements	Advisory Partner	Standard	Advantage	Premier
Annual Fee (Ellucian Credit)	*\$2,500	*\$2,500	*\$2,500	*\$2,500
Joint Business Plan	✓	✓	✓	✓
Service Personnel Badged (As required for services agreed with Ellucian. Relevant projects must be supervised by Badged Service Partner Personnel)	✓	✓	✓	✓

*Partners who are members of both the Sell and Service tracks will only be required to make a payment of \$2,500 per calendar year and will not be required to pay per Track.

Expectations	Advisory Partner	Standard	Advantage	Premier
No of Existing Ellucian Customers per Year	1	1	3	5
Joint Business Plan	-	-	✓	✓
Publish Customer Success Story	-	-	✓	✓

Communication Benefits	Advisory Partner	Standard	Advantage	Premier
Operational Meetings with Partner Manager	Monthly	Monthly	Monthly	Weekly
Webinars/Newsletters	✓	✓	✓	✓
Quarterly Business Reviews	✓	✓	✓	✓
Partner Advisory Council	-	-	-	By Invitation Only
Annual Partner Symposium	-	-	-	✓
Executive Sponsored Quarterly Ellucian Leadership Briefing	-	-	-	✓

Marketing Benefits	Advisory Partner	Standard	Advantage	Premier
Listing in Partner Catalog	✓	✓	✓	✓
Use of Ellucian Marks in Connection with the Partnership (as per the EPN agreement)	✓	✓	✓	✓
Co-Branding (i.e. Partner's use of the Ellucian logo in accordance with Ellucian guidelines in conjunction with the Partner's own logo and branding)	✓	✓	✓	✓

Customer Support Benefits	Advisory Partner	Standard	Advantage	Premier
Customer Center Access (access terms apply)	✓	✓	✓	✓
Access to Ellucian Support (support processes apply)	-	✓	✓	✓

Training Benefits	Advisory Partner	Standard	Advantage	Premier
Partner Academy Training	-	✓	✓	✓

Fee Based Optional Benefits	Advisory Partner	Standard	Advantage	Premier
Access to Ellucian Events & Ellucian Live	✓	✓	✓	✓
ODT & ILP Discount	-	15%	15%	15%
In-person Training or Professional Services Engagements	-	✓	✓	✓
Dedicated Environments* and Associated Discounts (if any) (Partner use)	-	✓	✓	✓
Access to User Group Meetings	-	-	✓	✓

*Note that additional software may need to be procured directly by the partner in order for the partner to effectively use such an environment.



5.4 The Accelerate Track

The Accelerate Track represents an additional Track within the EPN that empowers selected partners to develop a strategically closer relationship with Ellucian.

To be considered for invitation to the Accelerate Track, Accelerate partners must meet the below criteria:

- 1. Tier Achievement:** Partners must be an established member of at least one core EPN track and must demonstrate sufficient expertise in and commitment to Ellucian and its customers.
- 2. Joint Business Plan:** Partners must have a dedicated and comprehensive strategic business plan with Ellucian that crosses multiple geographical regions and covers aspects such as targeted account planning, shared investments in sales and shared marketing and enablement activities, etc.

Partners selected for the Accelerate Track play a vital role in complementing and enhancing Ellucian's solutions and operations. They engage in close collaboration with Ellucian on various initiatives and projects, leveraging their combined expertise and resources. This collaborative approach aims to deliver exceptional value and desired outcomes to Ellucian's global customer base.

Unlike other tracks within the EPN, the Accelerate Track does not comprise of tiers. Instead, it offers opportunities for high-level engagement with Ellucian. Partners within the Accelerate Track can forge deep connections with Ellucian, fostering a mutually beneficial relationship that maximizes their potential for success.

5.4.1 Benefits, Expectations and Requirements

Requirements	Accelerate
Established Member of At Least 1 Core EPN Track	✓
Joint Strategic Business Plan	✓

Expectations	Accelerate
Publish Thought Leadership	✓
Publish Customer Success Story	✓

Communication Benefits	Accelerate
Operational Meetings	Monthly
Newsletters	✓
Quarterly Business Reviews	✓
Partner Advisory Council	✓
Annual Partner Symposium	✓
Executive Sponsored Quarterly Ellucian Leadership Briefing	✓

Marketing Benefits	Accelerate
Listing in Partner Catalog	✓
Use of Ellucian Marks in Connection with the Partnership (as per the EPN agreement)	✓
Co-Branding (i.e. Partner's use of the Ellucian logo in accordance with Ellucian guidelines in conjunction with the Partner's own logo and branding)	✓

Customer Support Benefits	Accelerate
Customer Center Access (access terms apply)	✓
Access to Ellucian Support (support processes apply)	✓

Training Benefits	Accelerate
Dedicated Partner Academy Training Page	✓

Fee Based Optional Benefits	Accelerate
Access to Ellucian Events & Ellucian Live	✓
Dedicated Environments* and Associated Discounts (if any) (Partner use)	✓
In-person Training or Professional Services Engagements	✓
Access to User Group Meetings	✓

*Note that additional software may need to be procured directly by the partner in order for the partner to effectively use such an environment.



6. Partner Enablement, Badging and Tiering

6.1 Partner Enablement

All partners have access to comprehensive enablement materials through the Partner Academy. The Partner Academy is a dedicated Ellucian training platform designed specifically for partners, offering customized learning plans for each partner Track. Its primary goal is to provide education, resources, and support to partners.

Enablement is delivered through various means to cater to different learning preferences and needs:

- **On-Demand Training:** Partners can access a rich library of pre-recorded videos, interactive modules, and digital resources at their convenience. On-demand training allows partners to learn at their own pace, revisit specific sections as needed, and progress through the content at their preferred speed.
- **Instructor-Led Training:** Qualified instructors deliver training content in a classroom or virtual setting. Instructors guide the learning process, deliver lectures, facilitate discussions, and provide immediate feedback to learners. Instructor-led training includes hands-on exercises, group activities, and direct interaction opportunities, offering a structured and interactive learning experience.
- **Shadowing/hands on learning:** Partners can shadow Ellucian Professional Services teams on specific projects. By observing and gaining practical insights, partners can learn about the tasks, responsibilities, and skills required for specific jobs or roles. Shadowing allows partners to understand job nuances, observe best practices, and develop a deeper understanding of workflows and interpersonal dynamics.

Periodically, partners may undergo assessments as part of their engagement with the Partner Academy, enabling a comprehensive evaluation of their skills and competencies.

6.2 Badge Definition

Badges within the EPN are designed to:

1. **Reward and Recognize:** Badges acknowledge the efforts and achievements of partner personnel, providing a tangible form of recognition for their learning accomplishments.
2. **Track Progress:** Badges enable effective tracking of partner personnel progress within the EPN, allowing for a clear assessment of their skill acquisition and growth over time.
3. **Showcase Expertise:** By earning Badges, partner personnel demonstrate their proficiency and expertise in specific domains, enhancing their credibility and distinguishing them as trusted resources within their areas of specialization.

It is important to note that Badges in this context are distinct from certifications. While Badges acknowledge learning achievements and skills, they do not represent formal certifications or qualifications. Instead, they provide a flexible and scalable framework for recognizing partner personnel's continuous development within, and contributions to, the EPN.

6.3 Ellucian Badging

Within each track, partners, staff, and/or solutions will be assigned classifications to demonstrate their level of competence, expertise and 'readiness.' The key classifications are "badges" and "tiers." Badges and Tiers are awarded at three levels within the EPN:

1. **Personnel Level:** Personnel Badges are awarded to individual partner employees to recognize personal achievements and learning accomplishments. They represent the skills and knowledge acquired through training and are visible on the Ellucian training platform the Partner Academy (training.ellucian.com). (Tracks will require Badged individual partner employees to perform

work on Ellucian software products. In particular Service Partners under the Service Track are required to ensure that any work that they directly perform on Ellucian software products is supervised and managed by an appropriately Badged individual partner employee).

- 2. Partner Level:** Partner badges and tiers are awarded to partner organizations as a whole to reflect the collective expertise and specialization of the partner. They are based on the achievements of multiple personnel within the partner's organization and are visible on the Partner Catalog.
- 3. Solution Level:** Solution badges and/or tiers are awarded to individual Solutions of Build Track Partners to reflect the SaaS readiness of the relevant solution and its ability to go to market.

Personnel badges recognize individual proficiency, while partner badges and tiers showcase the capabilities of the partner organization. Both types of classification play a vital role in acknowledging and promoting partner enablement within the EPN.

Ellucian will award partners and/or their personnel with relevant badging. The EPN offers badges to partners and/or their personnel upon successful completion of specific training and enablement activities within their relevant track. Partners and/or their personnel are required to fulfil predetermined criteria, which may include completing ODT training modules, passing assessments, participating in workshops, shadowing an implementation, or demonstrating capabilities in defined areas. Once these requirements are met, partners and/or their personnel will be awarded the corresponding badges as digital credentials. These badges serve as a visual representation of the partner's and/or its personnel's skills, knowledge, and achievements.

To ensure the relevance and significance of the badges awarded to partners, the EPN includes minimum requirements for the number of partners' personnel who must achieve a particular individual badge before a partner level badge is granted to the partner organization.

Badges will also have a specific validity period, usually of 12 months, but this duration may vary based on, inter alia, the training required for such badge, changes to Ellucian solutions and/or the level of complexity relating to elements such as the relevant interactions between solutions.

The duration is designed to keep the recognition of skills up to date. Partners will need to undergo regular assessments or periodic revalidation to renew the validity of certain badges.

Ellucian may reasonably update its Ellucian Badging program at any time throughout the term of the partner's participation in the EPN. The partner must ensure that they use the latest version of such Ellucian Badging as supplied by Ellucian.

The partner badging and enablement process aims to establish a framework for rewarding, recognizing, and tracking the learning achievements of partners. It defines the guidelines and criteria for issuing badges to partners based on their personnel's training accomplishments, ensuring consistency, standardization, and scalability within the program.

Badges serve as a key driver for partner progression within the EPN, regardless of their designation as Build, Sell, Service, or Accelerate partners. These badges provide tangible recognition and validation of each partners' expertise and achievements in specific areas.

The partner and personnel badging program is divided into three levels of Badging: Foundation, Proficiency, and Expertise. These badges represent increasing skill and specialization. The **Foundation Badge** signifies basic knowledge, the **Proficiency Badge** indicates higher knowhow, and the **Expertise Badge** represents the highest level of training and experience in the specific area. Ellucian may choose to elaborate further levels of badging in some solutions areas or delivery approach.

6.4 The Tiering Process

Ellucian conducts an annual review of its partners and their associated tiers, typically during the last quarter of each calendar year. Partners will be notified of their assigned tier for the following calendar year once such annual review has been completed by Ellucian.

Ellucian also reserves the right to conduct more regular reviews of its partners and may choose to upgrade a partner during a calendar year if it determines that the partner has fulfilled the requirements to be upgraded to the next tier within the course of that year. In such cases, the partner will operate at the new, higher tier for the remainder of the current calendar year and into the next calendar year.

7. Partner Marketing and Branding

7.1 Ellucian Partner Catalog

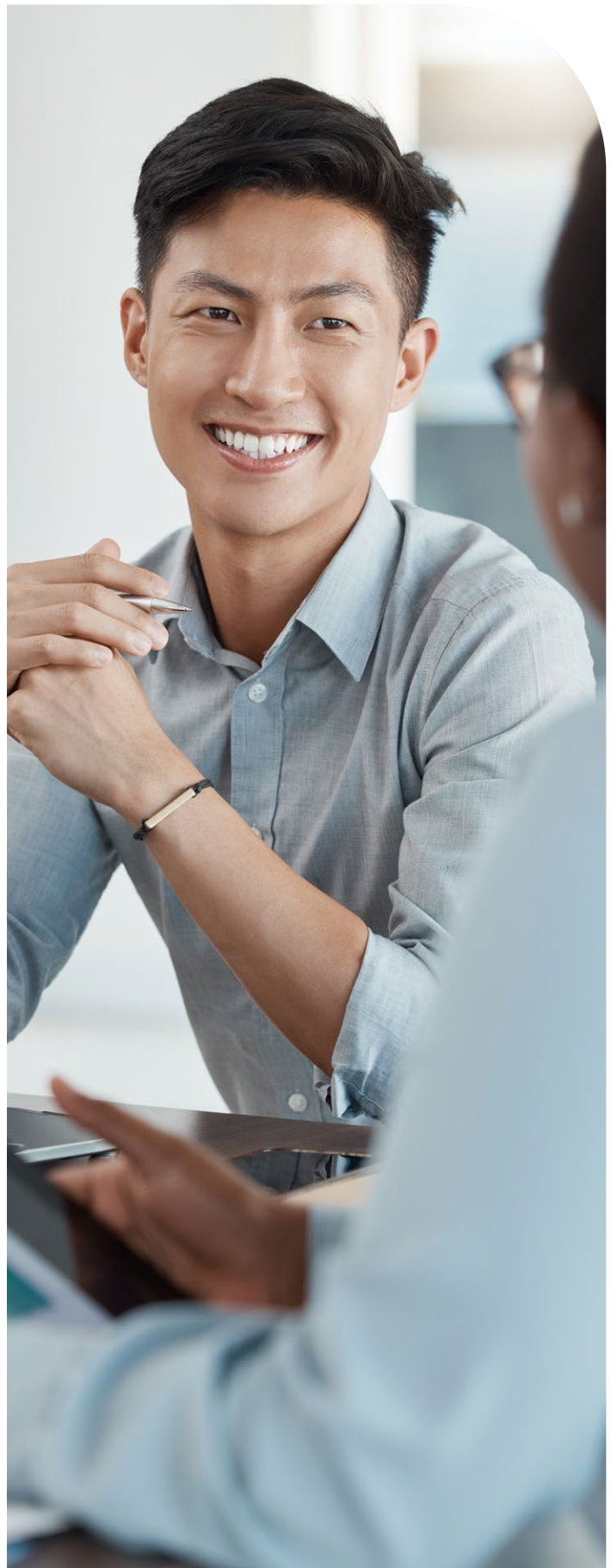
Partners will be included in the Ellucian Partner Catalog, which is published on ellucian.com. Ellucian will create the Partner Catalog listing based on information supplied by the partner and using the relevant templates issued by Ellucian for the Catalog from time to time. The Partner Catalog will confirm the current Partner Tier, Validated Solutions (Verified for SaaS Solutions) (if relevant), badges and geographical coverage of each partner.

7.2 Ellucian's Use of Partner Marks

Subject to and in accordance with the terms of the partner's EPN Agreement, Ellucian is permitted to use each partner's name, corporate logos, or identity (referred to as the "Partner's Marks") in connection with advertisements, promotions, sales, and marketing activities, and/or in connection with the partner's participation in the EPN. Ellucian's use of the Partner's Marks will align with the scope of the partner's appointment to the EPN. Ellucian acknowledges that its use of the Partner's Marks does not grant Ellucian any right, title, or interest in the Partner's Marks, except for the limited right to use the Partner's Marks as referenced herein.

7.3 Partner's Use of Ellucian's Marks

Subject to and in accordance with the terms of the partner's EPN Agreement, during the period of each partner's participation in the EPN, partners will have a non-exclusive, non-transferable right to use the name, corporate logos and identity of Ellucian (the "Ellucian Marks") solely in connection with their permitted activities under their EPN Agreement. The partner's use of the Ellucian Marks must comply with Ellucian's standard trademark, logo, and branding guidelines as may be provided by Ellucian to the partner from time to time and must comply with all terms of the EPN Agreement.



8. Partner Liaison and Communications

8.1 Meetings and Reporting

Partners of all tracks are required to meet various requirements governing partner communications, meetings, and reporting within the EPN. This includes attending the following meetings which will be scheduled by Ellucian.

8.2 Operational Meetings

Key members of the partner's team must attend operational meetings in accordance with their track, tier, and where applicable, with members of the Ellucian Partner, Sales, Customer Success, Product, and Marketing teams to discuss existing pipeline, marketing activities, and pipeline growth.

8.3 Quarterly Business Reviews

At a minimum, the following individuals must attend a Quarterly Business Review to discuss the partner's performance against Ellucian's key targets and delivery quality, as well as any development, learning, and other needs that will assist the partner in achieving those targets:

- Executive sponsor from the partner and Ellucian
- Account Executives from the partner and Ellucian
- Services leadership from the partner and Ellucian (if applicable)
- Partner Manager from the partner and Ellucian
- Product leadership from the partner and Ellucian (if applicable)

8.4 The Partner Advisory Council

Partners may be invited to attend an annual Partner Advisory Council event hosted by Ellucian. Further details relating to each annual Partner Advisory Council will be made available to partners prior to each event.

8.5 Other Communications

Partners may receive communications from Ellucian in the form of webinars, newsletters and other media and shall be required to attend and/ or digest such communications. Partners shall also attend any other meetings and events and provide any other information and reporting to Ellucian that Ellucian deems appropriate from time to time.



9. Partner Processes — Transactional and Finance Related

9.1 Ordering Process for Chargeable Elements of the Program

The ordering of chargeable items may be conditional upon the fulfilment of certain processes, in particular the execution of an order between the partner and Ellucian and the provision of any associated documents such as a purchase order from the partner. (See the terms of the relevant EPN Agreement and the Appendices for further details of the ordering process, including the ordering process relating to Ellucian software licenses and/or professional services.)

9.2 PRM

Each partner will be given access to the Ellucian Partnership Relationship Management Portal (PRM Portal) to manage various activities and their collaboration with Ellucian. Amongst other things, the PRM Portal will allow partners to submit leads with Ellucian, manage opportunities, seek the qualification of opportunities to obtain additional discounts and request or claim certain benefits (such as Marketing Development Funds (MDF) Spend, where applicable).

9.3 Magnit Vendor Management System

As a condition of participating in the Service Track, partners will need to register on, and submit all invoices through, Ellucian's Vendor Management System (VMS) (supplied by Magnit, LLC ("Magnit")).

The Magnit VMS improves visibility and tracking, as both Ellucian and the partner can view aspects such as billing details, worker details and timesheet status. Partners can also easily update worker information where this is required (for example to replace a worker who is no longer with the company, to reassign workers to other projects and to amend pay rates applicable to particular workers).

9.3.1 Benefits of Using the Magnit VMS:

- Automatically assigns workers to projects and creates change orders to existing contracts – These can be routed for approval and signed by both Ellucian and the Supplier within the VMS.
- Allows partners to respond to requests for quotes/changes from Ellucian.
- Enables Ellucian Hiring Managers to create Project RFx Events that have not yet been assigned to a partner and analyse which Ellucian suppliers / partner might be suited to the engagement.
- Increases opportunities for suppliers / partners to do business with Ellucian and connect with Hiring Managers.
- Reduces the number of system 'touchpoints'.

Partners will need to submit all invoices and requests for payment to Magnit, in compliance with the following process:

9.3.2 Invoicing

Magnit will submit all approved deliverable-based invoices and time & materials invoices to Ellucian on a weekly basis.

9.3.3 Deliverable-Based Invoices

Partners must submit invoices to Magnit upon completion of each deliverable ("Deliverable Invoices"). If Deliverable Invoices are rejected by Ellucian, then the Deliverable Invoices will be processed upon resolution.

9.3.4 Time and Materials Invoices

Partner employees must report all time worked and expenses incurred, including conversion fees, on the Magnit VMS. Time must include all direct labor hours at the agreed fixed hourly rate, for the relevant scope of work. Time & Materials Invoices for each week must be reported in the Magnit VMS no later than Sunday at midnight Pacific Standard Time (PST), otherwise Ellucian-approved Time & Materials Invoices will be

processed the following bill cycle. If Time & Materials Invoices are rejected by Ellucian, then the Time & Materials Invoices will be processed upon resolution.

If any invoices are rejected, Magnit and partners are expected to make reasonable efforts to work with Ellucian to resolve and process any rejected invoices.

9.3.5 Service Charge

All Time & Materials Invoices and Deliverable Invoices processed by Magnit will be subject to a 1.25% service charge, which must be paid by the relevant partner. Magnit's consolidated billing service charge is applied to all charges, including conversion fees, but excluding expenses, excise and sales tax, and any applicable volume discount. Magnit will deduct the consolidated billing service charge from the amounts that it pays to partners under each invoice.

9.3.6 Payment

The payment terms between Magnit and Ellucian are net 30 days from receipt of invoice by Ellucian. Magnit will release each payment to partners within seven (7) business days of Magnit's receipt of the payment from Ellucian. (Magnit will pay for time accurately reflected and authorized by Ellucian in the Magnit VMS).



10. Customer Center, Access to Documentation and End User Support

10.1 The Ellucian Customer Center

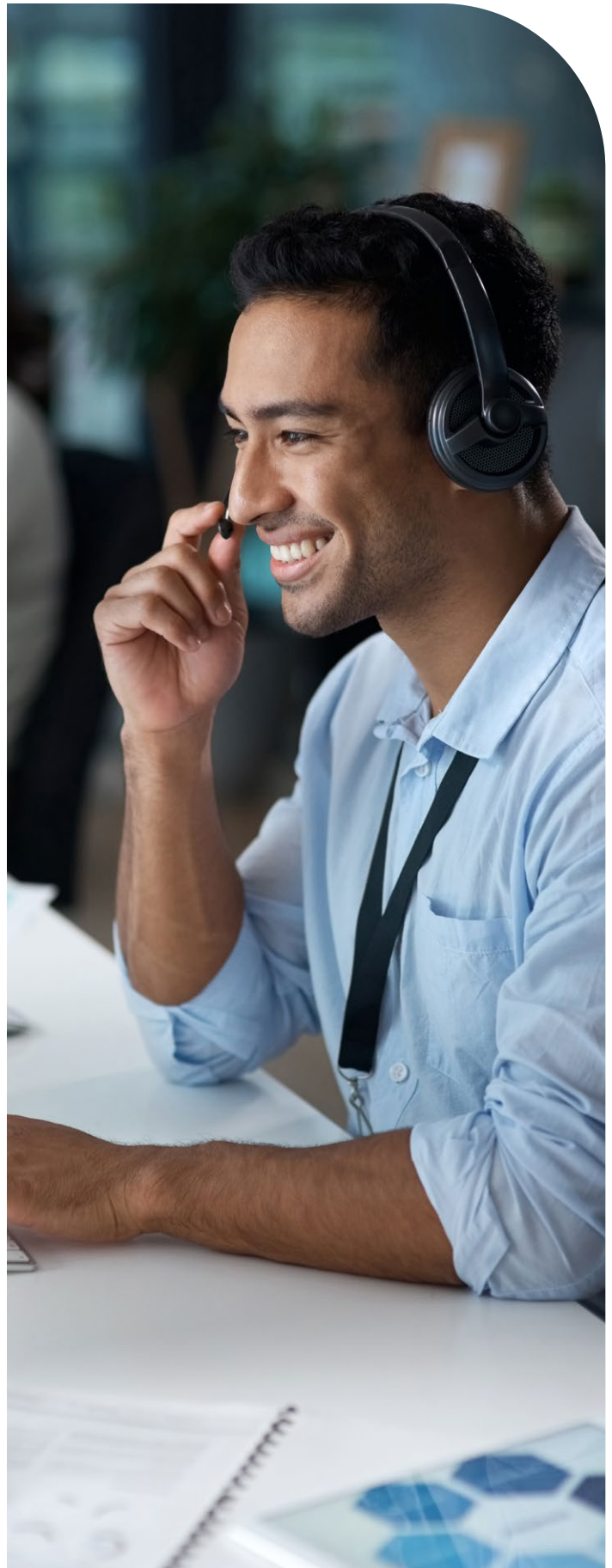
Each partner that needs the Ellucian Customer Center for its customer support or partnership activities must complete the Ellucian Customer Center onboarding process and ensure that both the partner and their permitted customers are given necessary access to the Ellucian Customer Center (See earlier section which describes the processes that must be followed, access terms that must be accepted and relevant access routes depending on whether the partner is working on a specific customer services or support project (customer email address to be used) or working for Ellucian (Ellucian/partner email address to be used). The Ellucian Customer Center comprises various resources including resources relating to the Ellucian Support Service and ActionLine, on demand training and information such as case reports, dashboards, product roadmaps, calendars, product documentation. The extent of access given to each individual and the exact resources that they will be able to access will vary and will depend upon the role of the individual and/or whether they sit within the partner's organization or within the partner customer's organization.

11. Updates to this EPN Guide

Ellucian reserves the right to make changes and/ or updates to this EPN Guide by posting an updated version of the EPN Guide on the Partner Community (or such other location where this EPN Guide is made available to EPN partners).

12. Conflicts

In the event of any conflict between the other terms of the EPN Agreement and the terms of this EPN Guide, the other terms of the EPN Agreement shall prevail.



13. Appendices

13.1 Section One: Sell Track Appendices

13.1.1 Lead Submission, Registration and Qualification Policy

Purpose:

The Lead Submission, Registration and Qualification Policy outlines the process and guidelines for partners to submit leads, and register and qualify them with Ellucian. By following this policy, partners can ensure fair and efficient registration and qualification of leads, leading to effective collaboration and successful business opportunities. In the context of this lead registration policy:

- A lead refers to a potential business opportunity or prospect identified by a partner and submitted to Ellucian. It represents an organization or customer showing interest in Ellucian's products/services.
- A Registered Opportunity represents a lead that meets certain core criteria and is recognized on the PRM Portal as an opportunity that the partner is working on and progressing.
- A Qualified Opportunity is a Registered Opportunity that has met additional criteria that enables the partner to qualify for additional resources, support and recognition in respect the opportunity from Ellucian. Only one partner per 'opportunity' is capable of being assigned 'Qualified Opportunity' status in respect of such opportunity (if any).

Registered Opportunities are evaluated for potential 'Qualification' based on criteria such as whether there is an existing direct opportunity with Ellucian, whether the partner is actively pursuing and driving the opportunity (based on the information provided by the partner to Ellucian) and whether there is any prior advanced engagement of other partners on the opportunity. If qualified, the Registered Opportunity is converted to a Qualified Opportunity.

Partners are responsible for entering their own leads in the PRM to enable the above evaluation process to take place.

Submitting Leads:

All Partner Leads must be submitted through the PRM (Partner Relationship Management) portal. Ellucian will review and evaluate each lead for registration as an "Opportunity" based on the following criteria:

- **Verified Customer Account:** The lead should represent a potential business opportunity with an organization that has been verified to exist.
- **Individual Point of Contact:** The lead must provide a specific point of contact within the organization, such as an individual's name and direct contact information (email or phone). Generic email addresses or phone numbers without a specific contact person are not considered sufficient.
- **Valid Country:** The lead should pertain to a country that falls within the territory specified in the partner's contract with Ellucian. This ensures that the lead aligns with the partner's authorized geographic scope of operations.
- **Detail about Scope of Supply and Ellucian Products:** The lead submission must include comprehensive information about the scope of supply or project requirements, specifying the intended use of Ellucian's products and services. This helps to assess the fit between the lead and Ellucian's offerings.

By adhering to these criteria, partners can ensure that the leads they submit align with the relevant Ellucian target market and the partner's appointment, facilitating efficient evaluation and subsequent engagement with potential customers.

Lead Registration Status

- **Registration of a Lead as an Opportunity:** If the lead registration meets all the criteria mentioned above, it will be converted into a Registered Opportunity and assigned to the partner. The lead will be eligible for all standard benefits under the EPN (standard tier discount etc.).
- **Rejected Lead:** A rejection may occur if the lead fails to meet the registration requirements set by Ellucian. In such cases, the lead is not converted into a Registered Opportunity and is not assigned as an 'opportunity' to the partner.

Territory and Lead Ownership:

1. Partners can only sell in the territories specified in their EPN Agreement.
2. Partners are responsible for entering their own generated leads into the PRM. However, leads generated from marketing events will be entered by the Ellucian marketing team, and leads generated by Ellucian Account Executives will be assigned to partners to work on.
3. In cases where multiple partners operate in the same country, leads can be submitted by multiple partners. Ellucian will evaluate the leads according to the criteria outlined above and accept or reject the Registration of each lead. By adhering to this Lead Registration Policy, partners can ensure transparency, fairness, and effective collaboration with Ellucian, leading to successful business outcomes and mutually beneficial partnerships. In accordance with the above, more than one partner can pursue and register the same opportunity.

Opportunity Qualification Policy

Once an Opportunity is Registered, Sell Track partners can submit the Registered Opportunity to the Qualification Process. Qualification is a supplementary process that gives Ellucian Sell Partners access to certain additional benefits such as additional software price discounting, and additional sales and pre-sales support associated with the Qualified Opportunity.

Application Process and pre-requisites

Step 1: Sell Partner has a Registered Opportunity in the PRM Tool.

Step 2: Ellucian evaluates the Registered Opportunity against the additional Opportunity Qualification criteria specified herein.

Step 3: Ellucian communicates to the Partner the outcome (i.e. successful qualification or rejection) of the Qualification process.

In cases where the information provided by the Partner is, in Ellucian's opinion, insufficient to evaluate the lead, Ellucian may request further details prior to determining an outcome.

Review Criteria for Qualification

1. All the pre-requisites for a Registered Opportunity are being met on an ongoing basis.
2. Proof of reasonable sales & pre-sales activity indicating sufficient initiation and driving of the Registered Opportunity against the Ellucian sales criteria. The following (non-exhaustive) criteria will be considered by Ellucian: meeting with the prospect's key-decision makers and assisting the prospect in defining scope or budget in respect of an Ellucian product/solution set, meaningful weekly updates by the Sell Partner of the sales lead status (through the 'Chatter' function in the PRM), weekly coordination by the Sell Partner with Ellucian Account Executives, monthly engagements by the Sell Partner with the prospect.
3. Key information on the opportunity such as estimated close date and the prospect's drivers for purchase of an Ellucian product/solution.

Communication: Ellucian shall communicate with each Sell Partner regarding any approvals or rejections using the email: Partnerships@Ellucian.com, or such other communication method that is notified by Ellucian to the Sell Partner from time to time.

Confirmation: Ellucian shall endeavor to confirm the outcome of the Qualification process to each Sell Partner within five (5) working days from their date of submission of a full and complete Qualification request form to Ellucian. Ellucian will use email notification as referenced above to indicate whether a lead will be awarded Qualification status and converted to a Qualified Opportunity.

Ellucian shall not entertain any Sell Partner requests to award Qualification approvals via another communication method or process, including on a verbal basis or via another Ellucian team.

Benefits of Opportunity Qualification

Software Discount: Every Qualified Opportunity shall be eligible for an additional software discount for the proposed Ellucian software and/or integrated solutions. The software discount rates shall be fixed and set by the Ellucian Finance team. This discount is in addition to the Partner Tier discounting that is available to each Sell Partner and is calculated based on Ellucian's then current list price.

Preferred Ellucian Pre-Sales Support: Ellucian shall provide preferential pre-sales support to a Sell Partner with a Qualified Opportunity. This support may be in the form of additional product demonstrations, technical support and functional discovery.

Preferred Supplier Status (Opportunity Specific Only): Once the Qualified Opportunity is approved, the Sell Partner shall be recognized as Ellucian's "Preferred Supplier" for that opportunity. Unless the status is revoked in accordance with the terms specified below, the Preferred Supplier status shall be valid for an initial period of four (4) months ('Approved Term'). During such period, other Sell Partners may pursue the lead and sales opportunity. However, at any time only one Ellucian Sell Partner shall be entitled to the Qualification benefits and "Preferred Supplier" status outlined in this section.

Extension: The Sell Partner may request an extension of the Approved Term, which shall be reviewed by Ellucian on a case-by-case basis. Ellucian may approve or reject the Sell Partner's extension request or may approve the extension for a shorter term than requested by the Partner. In case of approvals, the cumulative total of the initial Approved Term plus any approved extension period shall not exceed eight (8) months.

Maintaining the 'Qualification' Benefits and Additional Terms:

Inactivity: Qualified Opportunity status (and its associated benefits) shall expire if there is no demonstrable progressive sales activity for 60 days or more. Expiration will result in all benefits associated with Qualification status being revoked.

Withdrawal of Approval: Ellucian may withdraw Qualified Opportunity status in the event of:

- expiry of the Approved Term (either due to withdrawal based on inactivity or expiry)
- changes to the scope of the Opportunity including but not limited to changes in value, estimated close date, solution set
- a finding that the Sell Partner fails to meet the standards required of the PRM Partner Guidelines (including a finding that the information provided by the Partner in connection with a request for Opportunity Qualification is inaccurate and/or untrue)
- the Sell Partner not meeting the collective requirements for a Registered Opportunity and Qualification of an Opportunity.

Ellucian may withdraw Qualified Opportunity status in any of the above circumstances at any time prior to execution of an Order Form in connection with the sale.

Continuing Benefits: Where applicable, existing Partner Tier discounting and other benefits not linked to the Qualified Opportunity status shall continue to apply.

Third Party Software: Opportunity Qualification benefits shall not apply to any third-party software or services resold by Ellucian, unless expressly stated otherwise in the approval.

13.1.2 EULA Model and Ordering Process

13.1.2.1 EULA Model

Ellucian utilizes a EULA model in respect of the resale of Ellucian software licenses. Under a EULA model, each Sell Partner is granted a right to resell a license of Ellucian software to its customers on the terms and conditions of an End User License Agreement (EULA) that is issued by Ellucian relating to the customer. The End User License Agreement is in the name of Ellucian and grants a direct license of the Ellucian software from Ellucian to the customer, on the terms and conditions of the EULA.

For Sell Partners this means the following in respect of all Ellucian software resale deals:

1. The Sell Partner cannot issue an agreement to a customer that states that a sub-license is being granted by the Sell Partner to such customer in respect of the Ellucian software.
2. Instead, the Sell Partner's agreement with the customer must reference the fact that the Sell Partner will resell a license of the Ellucian software to the customer on the terms of Ellucian's EULA and the customer must sign the Ellucian EULA.
3. Sell Partners must issue the Ellucian EULA to the customer, without any amendments and in the form issued by Ellucian to the Sell Partner, and must procure that the customer executes the EULA as part of the resale deal.
4. Sell Partners will still need to issue and sign an agreement with the customer that, inter alia, includes the following:
 - A resale of the license of the Ellucian software by the Sell Partner to the customer on the terms of the EULA (see above);
 - The provision of support and maintenance by the Sell Partner to the customer in respect of the Ellucian software;
 - The provision of professional services (if any) by the Sell Partner to the customer in respect of the Ellucian software; and
 - The payment of all fees by the customer to the Sell Partner in respect of the Ellucian software license and associated services relating to the Ellucian software.

Sell Partners must also include terms in their agreements with customers that acknowledge that Ellucian has no liability to the customer and makes no warranties or commitments in respect of the Ellucian software, except as contained in the EULA. These are required to ensure that the Sell Partner does not confer any liabilities or responsibilities on Ellucian that go beyond those specified in the EULA and is not making any commitments, representations, or warranties to the customer on behalf of Ellucian. It is important that this position is adopted in order for the EULA model to work effectively.

13.1.2.2 License Fees

Under the EULA model the Sell Partner shall still be responsible for paying Ellucian for the license of the Ellucian software (and associated services) and shall charge the license fee to the customer. Sell Partners accept the risk of non-payment by customers and are required to pay Ellucian under the terms of their EPN Agreement with Ellucian.

13.1.2.3 Software Supplements

If the Sell Partner is appointed as a reseller of any software which is licensed to Ellucian by a third party, the EULA may also contain one or more Software Supplements setting out the minimum terms and conditions that such third party requires shall apply to such software.

13.1.2.4 Order Process

When ordering any Software licenses and associated support and maintenance services from Ellucian, Sell Partners must provide Ellucian with the following documents:

A EULA signed by the end customer;

A purchase order covering the full value of the software and associated services being purchased by the Sell Partner in respect of the customer; and

An Order Form executed by the Sell Partner covering the full value of the software and associated services being purchased by the Sell Partner in respect of the customer. An Order Form will only be accepted by Ellucian and legally binding on both parties if and when it has been executed by both parties.

13.1.3 Customer Support

13.1.3.1 Support - Level 1

Unless agreed otherwise with Ellucian, Sell Partners are expected to provide Level 1 Support to all customers that they sell maintenance and support services to. Unless agreed otherwise with Ellucian, the Level 1 support that each Sell Partner must supply to its customers must comply with the following description:

- Sell Partners will provide Level 1 support to clients and will coordinate with Ellucian client support for issues that require more in-depth analysis and troubleshooting.

- Ellucian expects Sell Partner staff to perform the following activities at a minimum as part of their Level 1 support responsibilities:
 - Handle the initial inquiry from the client, record the inquiry and sufficiently track each case
 - Work as needed with the client to get a clear statement of the problem and the conditions under which it occurs, documenting the same.
 - Collect any relevant logs or screenshots from the client.
 - Make a reasonable effort to solve the problem before escalating to Ellucian client support, which will include searching the Ellucian client support center for any knowledge articles that may pertain to the problem.
 - Maintain engagement as needed with Ellucian client support staff on escalated issues.
- Ellucian also expects Sell Partners to:
 - Designate a contact person with whom Ellucian management can discuss the partner's support process and delivery issues.
 - Use an appropriate call tracking system that allows for reporting on issue severity and allows partner to record details such as the dates issues were opened and closed, and whether issues were escalated to Level 2 support at Ellucian.
 - Provide Ellucian with information and reports in a mutually agreeable format (including details of calls handled) on a regular basis, as requested by Ellucian.
 - Provide support using trained professional staff with the skills necessary to resolve common issues with Ellucian products.
 - Ensure that its staff review on an ongoing basis any material Ellucian makes available for the products that they support, including current product documentation, training material provided via Ellucian's On-Demand Subscription Library, organizational readiness material and Ellucian-sponsored communications forums.
- Partners are expected to resolve at least 70% of issues received without additional assistance from Ellucian. Anything below this level would suggest that there is a deficiency in the Sell Partner's Level 1 support services.

13.1.3.2 Support - Level 2 and Above

Sell Partners must triage and log all support issues with Ellucian. Support and maintenance services (Level 2 and above) are supplied by Ellucian to Sell Partners and, as such, Sell Partners are expected to engage with Ellucian on all support issues and report and manage support issues directly with Ellucian.

When registering support issues, Sell Partners must follow all processes of Ellucian and specify the specific client to which each individual support call relates.

13.1.4 Customer Success

Sell Partners must work with the Ellucian Customer Success Team. The Ellucian Customer Success Team works proactively to build relationships with existing customers, understand their goals, and help them to achieve those goals.

Sell Partners are expected to support the work of the Ellucian Customer Success Team and develop an effective relationship with their Customer Success Manager. Some of the key areas in respect of which Sell Partners must collaborate with the Ellucian Customer Success Team are specified below.

13.1.5 Renewals

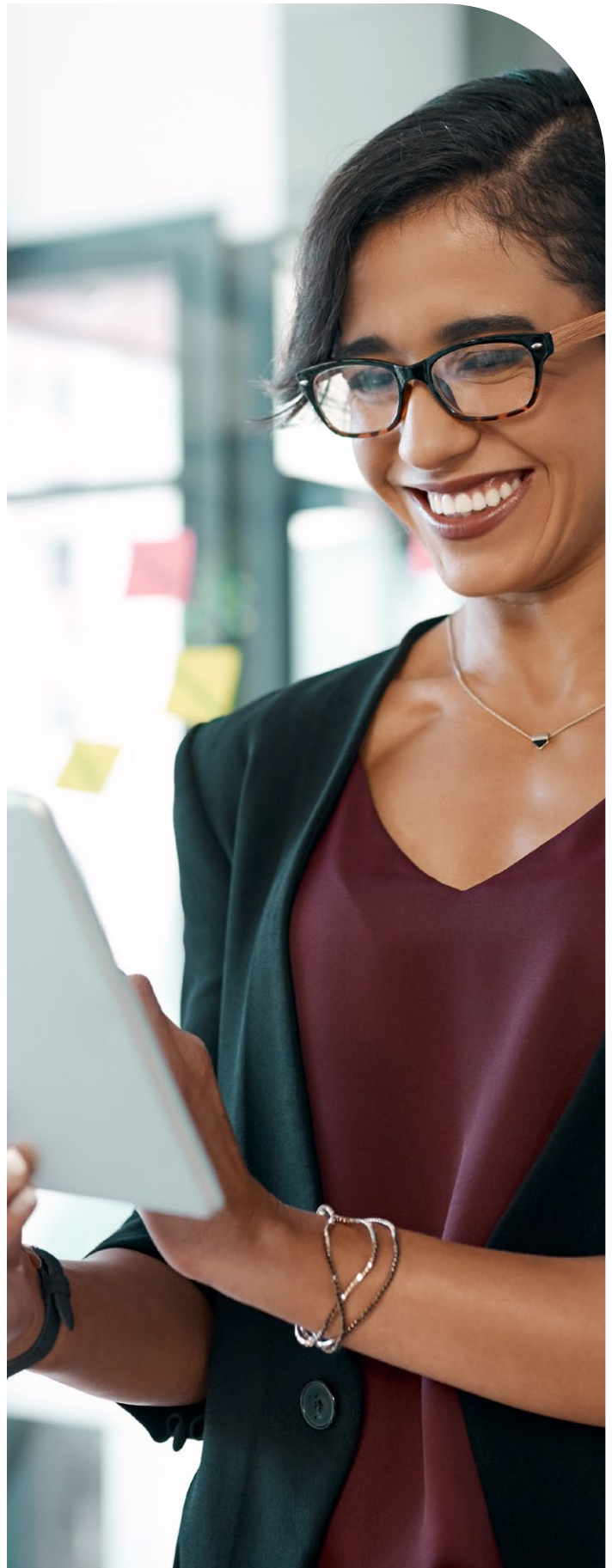
Sell Partners must ensure that they manage and execute all contract renewals in a timely manner and engage with Ellucian on all renewals.

Sell Partners must work with the Ellucian Customer Success Team on all renewals and discuss renewals with the Ellucian Customer Success Team in any regular cadence meetings established with Ellucian. Such discussions must take place in accordance with Ellucian's renewal planning cycle. Currently this means that Sell Partners must start discussing each renewal with Ellucian at least 6 months in advance of such renewal. Sell Partners must disclose any potential issues that they foresee with any forthcoming renewals as soon as they are aware of such issues so that they can be proactively managed and resolved. Sell Partners are expected to report on renewals using a 'Green,' 'Amber' and 'Red' reporting system (or such other reporting system that may be adopted by Ellucian from time to time).

If any services are not to be renewed, then the Sell Partner must also work with the Ellucian Customer Success Team to try and establish why such products and/or services are not being renewed and to obtain any associated documentation and/or feedback required by Ellucian.

13.1.6 Engagement

Sell Partners are expected to engage with their end customers and must not expect the Customer Success Team to do so.



13.2 Section Two: Ellucian Partner Code of Conduct

Section I: Purpose and Intent

Ellucian Company LLC and its related companies and affiliates (“Ellucian” or the “Company”) believe that good personal and professional ethics lead to good corporate ethics and good business relationships. Included in Ellucian's definition of good corporate ethics are the standards set forth in this Partner Code of Conduct. To formalize our preference for ethical business partners, all Ellucian partners, i.e. suppliers, vendors, partners, consultants and subcontractors (“Partners”) are required to adhere to this Partner Code of Conduct while they are conducting business with and/or on behalf of Ellucian. All Ellucian Partners should educate their representatives and their subcontractors who directly engage with Ellucian to ensure they understand and comply with the Ellucian Partner Code of Conduct.

Section II: Legal, Regulatory and Ethical Compliance

1. All Ellucian Partners and their representatives are expected to conduct their business in compliance with the applicable laws and regulations of the countries where they conduct business with or on behalf of Ellucian.
2. In addition to any specific obligations under Partner's agreement with Ellucian, all Ellucian Partners are expected to comply with the following legal and ethical standards:
 - Conduct business in full compliance with local labor and employment standards.
 - Conduct business in full compliance with anti-bribery and anti-corruption laws and with the United States Foreign Corrupt Practices Act (FCPA) and U.K. Bribery Act, specifically agree to not make any direct or indirect payments or promises of payments for the purpose of inducing the individual to misuse their position to obtain or retain business.
 - Require employees to report to Ellucian any request for a bribe or offer of a bribe.
 - Comply with all applicable trade control, export, re-export and import requirements.
 - Conduct business in full compliance with fair competition laws.
 - Conduct business in compliance with copyright protections including all international conventions and laws governing the rights of copyright owners.
 - Comply with applicable environmental laws and regulations regarding hazardous materials, air emissions, waste, and wastewater discharges, including the manufacture, transportation, storage, disposal, and release to the environment of such materials.

Section III: Business Practices

1. Ellucian Partners and their representatives are expected to conduct their business with integrity and in accordance with their obligations under their specific agreements with Ellucian. Partner must act towards Ellucian conscientiously and in good faith and must maintain high standards of performance expected of a partner of the nature envisaged by their agreement with Ellucian and always conduct their business in a lawful manner and in such a manner as will reflect favorably on Ellucian and its products and services and avoid in any way any deceptive, misleading or unethical practices under applicable law. Partners shall also not allow their interests to conflict with any duties that they owe to Ellucian under their agreement with Ellucian and applicable law.

In addition to any specific obligations under Partner's agreement with Ellucian, all Ellucian Partners are expected to:

- Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy
- Create, retain, and dispose of business records in full compliance with all applicable legal and regulatory requirements.
- Protect and responsibly use both the physical and intellectual assets of Ellucian including property, supplies, consumables, and equipment when authorised by Ellucian to use such assets.

- Use Ellucian provided information technology and systems (including email) only for authorised Ellucian business-related purposes. Ellucian strictly prohibits Partners and their representatives from using Ellucian provided technology and systems to create, access, store, print, solicit, or send any material that is intimidating, harassing, threatening, abusive, sexually explicit, or otherwise offensive or inappropriate and/or send any false, derogatory, or malicious communications using Ellucian provided information assets and systems.
 - Comply with the intellectual property ownership rights of Ellucian and others including but not limited to copyrights, trademarks, and trade secrets. Use software, hardware, and content only in accordance with their associated licence or terms of use. Prohibit the illegal use of copyrighted materials including the illegal download of music, internet games and movies.
 - Never speak to or release statements to the media on Ellucian's behalf unless Partner and its representative is expressly authorised in writing to do so by Ellucian.
 - Ellucian discourages gift giving but it recognizes that gift giving and entertainment practices may vary in different cultures. If the exchange of gifts is customary and reciprocal, gifts and entertainment are permissible, provided the monetary value of the gift or entertainment is modest. Never provide a gift or entertainment that is in bad taste or which would be embarrassing to Ellucian. Under no circumstance should a gift or entertainment given or received violate or involve a violation of local law, including but not limited to the FCPA and/or UK Bribery Act.
 - Avoid actual conflicts of interest and the appearance of conflicts of interests.
 - Partners and their representatives are not permitted to deal directly with any Ellucian representative whose spouse, domestic partner, or other family member or relative holds a significant financial interest in the Partner.
- 2. All Ellucian Partners are expected to comply with the following:**
- Provide employees with a workplace that is free of harassment and unlawful discrimination. Regardless of cultural differences, Ellucian Partners are expected to prohibit discrimination in hiring, compensation, access to training, promotion, termination, or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, gender identity, union membership, veteran or military status, political affiliation or any characteristic protected by applicable laws.
 - Provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations and practices.
 - Prohibit the use, possession, distribution, and/or sale of illegal drugs, or the abuse of alcohol or prescription drugs, while on Ellucian or Ellucian customer owned or leased property or while on Ellucian business.
 - Use only voluntary labor. Modern slavery is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labor and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. Ellucian is committed to ensuring there is transparency in Ellucian's business and in Ellucian's approach to tackling modern slavery throughout our supply chains, consistent with our disclosure obligations under the UK Modern Slavery Act 2015. Ellucian expects the same high standards from all of our Partners. Ellucian strives to ensure against the use of forced, compulsory or trafficked labor, or anyone held in slavery or servitude, and we expect that our Partners will apply the same high standards through their own organization and supply chain.
 - Employees and people hired as contract or temporary labor should not be required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice without penalty.

Section IV: Employment and Labor Practices

- 1.** Ellucian Partners shall conduct their employment practices in full compliance with applicable employment and labor laws and regulations. Ellucian Partners must share in Ellucian's commitment to human rights and equal opportunity in the workplace.

- Comply with all local minimum working age laws and requirements and under no circumstances use child labor in any capacity or employ people under the age of 16 years or the legal minimum working age whichever is higher.
- Provide a workplace free from physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation.
- Strictly adhere to working hours or labor hour statutes. Under no circumstances will any employee be required to work more than the legal standard for a standard work week. Overtime must be voluntary and paid in accordance with local laws and regulations. No employee shall be required to work more than the maximum hours of daily labor set by local laws.
- Ensure that all employees are legally authorised to work in the country in which they are working and do not knowingly employ the services of an illegal immigrant.
- Conduct business in full compliance with applicable data protection laws.

Section V: Compliance with the Ellucian Partner Code of Conduct

1. It is the responsibility of the Partner to ensure that its representatives understand and comply with the Ellucian Partner Code of Conduct and to inform its Ellucian contact (or a member of Ellucian management) if and when any situation develops that causes the Partner to operate in violation of the Code set forth in this document.
2. In addition to any other rights Ellucian may have under its agreement with Partner, Ellucian may request the immediate removal of any representative who behaves in a manner that is unlawful or inconsistent with this Code or any Ellucian policy.

Section VI: Reporting Compliance Failures or Questionable Behavior

1. Ellucian Partners are expected to self-monitor their compliance with this Partner Code of Conduct. To report, contact Ellucian's Vice President of Compliance in any of the following ways:
 - By calling the Ellucian Alert Line at 1-855-226-5549, or submitting a complaint at www.ellucian.alertline.com
 - By emailing the Vice President of Compliance at compliance@ellucian.com.
 - By sending a letter to the Vice President of Compliance at 4 Country View Road, Malvern, PA 19355 USA.
2. The Partners are encouraged to work with The Partner primary Ellucian contact in resolving a business practice or compliance concern. If the Partner wishes to report questionable behavior by an Ellucian employee, there may be times when it is not possible or appropriate to contact the Ellucian Representative. In such instances, please contact Ellucian in any of the following ways:
 - By calling the Ellucian Alert Line at 1-855-226-5549, or submitting a complaint at www.ellucian.alertline.com
 - By emailing the Vice President of Compliance at compliance@ellucian.com.
 - By sending a letter to the Vice President of Compliance at 4 Country View Road, Malvern, PA 19355 USA.

Ellucian will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or has reported questionable behavior and/or a possible violation.

