



EXHIBIT "F"

OFFICE OF THE PRESIDENT

Item 8.1

PRESENT TO BOARD: OCTOBER 27, 2021

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: ELLUCIAN BANNER SaaS UPGRADE

As part of the Higher Education Emergency Relief Funds (HEERF) appropriated as part of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) and the American Rescue Plan (ARP), the College can use HEERF funds *for any other costs for computer system upgrades that are reasonably related to “significant changes to the delivery of instruction due to the coronavirus.”* To that end, College staff has engaged in discussions with Ellucian Company, LP, the maker of the College’s enterprise resource planning (ERP) system Banner® regarding how we might upgrade our system to provide for improved operations in a remote operations/distance learning environment. The recommendation of the College team and our business partner is to migrate the College’s Banner® installation to a Software as a Service (SaaS) environment. In addition, and as a part of this agreement, the company proposes a five-year licensing agreement that fixes the College’s software licensing costs until 2026.

The transition to Banner® SaaS will improve the College’s capacity to support students and faculty in a remote learning environment, enable the College to respond to future natural disasters such as hurricanes and pandemics in a more effective manner, reduce the College’s exposure to IT security threats by leveraging the IT security resources of its business partner, and improve College operations through the expanded utilization of the capabilities of the Banner® software by reducing manual paper processes and improving document workflow in student services, HR/payroll, and finance.

District Board of Trustees Policy 4.04 – *Purchasing* establishes that pursuant to Section 287.014, Florida Statutes, Board approval is required for purchases in excess of \$350,000. Further, State Board of Education Rule 6A-14.0734, Florida. Administrative Code, establishes that information technology resources are exempt from the requirement to solicit competitive offers.

Based on the recommendation of staff, I recommend that the DBOT approve the agreement with Ellucian Company, LP, for software licensing and support services to migrate the College's Banner® ERP platform to a SaaS environment and enter into a five-year licensing agreement.

SUGGESTED MOTION:

Move to approve the agreement with Ellucian Company, LP, to Banner® SaaS pursuant the attached proposal dated October 10, 2021.



CLIENT SPENDING ACCOUNT AGREEMENT

SOUTH FLORIDA STATE COLLEGE ("Client") and **ELLUCIAN COMPANY L.P.** (hereinafter referred to as "Ellucian") are parties to a Master Software License Agreement dated September 22, 1999, which is incorporated by reference herein. Client anticipates purchasing software (the "Software") and/or services (the "Services") from Ellucian at a future date pursuant to one or more order(s) for same, and in preparation for such purchase, Client desires to prepay for such Software and/or Services through the funding of a Client Spending Accounting. The parties anticipate that upon Client ordering Software or Services to be paid for out of the Client Spending Account, Ellucian shall debit the Client Spending Account in an amount not to exceed the lesser of (a) the prices and rates agreed upon by the parties hereto in such subsequent ordering documents or (b) the then-current balance of the Client Spending Account, with Client to remain liable for any excess cost for Software and Services and/or for any related fees after depletion of the Client Spending Account. Any Software or Services purchased through the application of funds available in the Client Spending Account shall require additional signed agreements which may include terms that will amend, modify, or supplement these terms, in which event the subsequent terms shall control.

Client may order Software and/or Services, as identified in the table below, during a Term that shall commence upon the Commencement Date and shall continue through the earlier of (i) the end of Client's fiscal year in 2022 or (ii) the date by which Client shall have depleted its Client Spending Account (by ordering Software and/or Services to be paid for out of the Client Spending Account subsequent to the Commencement Date). Provided that Client shall not have depleted its Client Spending Account, then at the end of Client's fiscal year in 2022, the Term shall automatically renew through the end of Client's fiscal year in 2023 subject to earlier termination in the event that Client depletes the Client Spending Account through the ordering of Software and/or Services against the Client Spending Account.

At any time during the Term, Client shall have the option to receive a full refund of any unused portion of the Client Spending Account and thereby terminate this Client Spending Account Agreement. If Client does not deplete its Client Spending Account or request a refund of any unapplied balance of funds paid into such Client Spending Account, then the Term shall renew automatically for successive extensions of the Term on a year-to-year basis that coincides with the Client's fiscal year. At any time during the Term or any renewal or extension thereof, Client may repurpose the unused balance of funds in the Client Spending Account towards other indebtedness to Ellucian for Software and/or Services and/or may roll the outstanding balance into an on-deposit account.

The Client's fiscal year ends on June 30.

Description	Price
Ellucian Client Spending Account (anticipated usage is Professional Services for Banner SaaS Enterprise implementation)	\$1,299,974
TOTAL	\$1,299,974

PAYMENT TERMS: The TOTAL stated in the Table above is due in full upon the Execution Date hereof. The "Commencement Date" of this Agreement shall be the date on which Client shall have paid the TOTAL to Ellucian.

Ellucian

By:

Authorized Signature

Name:

Printed

Title:

Date:

Client

By:

Authorized Signature

Name:

Printed

Title:

Date:

The last date of signature above is the Execution Date of this Agreement.
Client's Accounts Payable Contact Information appears below.

Client

Accounts Payable Contact Information

Name:

Address:

City, State, Zip:

Email Address:

Purchase Order #:
(if applicable)

South Florida State College

600 West College Dr

Avon Park, FL 33825

AP@SouthFlorida.edu

TBD



October 15th, 2021

Dr. Thomas Leitzel
President
South Florida State College
600 W College Drive
Avon Park, FL 33825-9399

Re: Letter of Agreement to Extend Software Support Services

Dear Dr. Leitzel:

Ellucian Company L.P. ("Ellucian") and South Florida State College ("Client") are parties to the General Terms and Conditions Agreement between the parties dated September 29, 1999 (collectively, the "Agreement"), as thereafter amended (the "Maintenance Agreement"), in which Ellucian agreed to provide Client with certain Software Support Services through a period which is currently set to expire on September 30, 2021.

The parties hereby agree that the term of the Maintenance Agreement is hereby extended for a three (3) month period commencing on October 1, 2021 and ending on December 31, 2021 (the "Extension Period").

During the Extension Period, all provisions of the Maintenance Agreement will remain in full force and effect. The services to be performed by Ellucian during the Extension Period will remain as those Software Support Services described in the Maintenance Agreement.

Client's payment to Ellucian for Software Support Services for the Extension Period will be as follows:

Maintenance Paid in Advance	Monthly Fee	Due Date
October 1, 2021 – October 31, 2021	\$10,384	October 31, 2021
November 1, 2021 – November 30, 2021	\$10,384	November 30, 2021
December 1, 2021 – December 31, 2021	\$10,384	December 31, 2021



Payments will be due from Client in accordance with the payment schedule and fees will be payable as otherwise set forth in the Maintenance Agreement.

Except as expressly modified by this Letter of Agreement, the Maintenance Agreement will remain in full force and effect. If you concur with all provisions contained in this Letter of Agreement, please sign and date in the space provided below on behalf of Client and return the signed version to my attention. Thank you for your continued support of Ellucian. We look forward to continuing our effective partnership.

Sincerely,

DocuSigned by:

A handwritten signature in blue ink that reads 'Bill McCallion'.

Bill McCallion

Senior Director, Global Renewals
Ellucian

Acknowledged and Accepted by South Florida State College:

By: A handwritten signature in blue ink that reads 'Thomas Heitzel'.

Name: THOMAS HEITZEL

Title: PRESIDENT

Date Signed: 10-27-21



LICENSE EXCHANGE AND ENHANCEMENT ORDER FORM

This Order Form is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **SOUTH FLORIDA STATE COLLEGE** (the "Client"). This Order Form amends the Master Software License Agreement dated September 22, 1999 between the parties, as previously amended (the "Agreement"). Capitalized terms in this Order Form shall have the same meaning given to such terms within the Agreement unless redefined herein.

Client and Ellucian now agree that, pursuant to this Order Form, Client is (a) transitioning from its use of certain Software that client previously licensed from Ellucian (as more particularly identified in **Exhibit 1** to this Order Form and referred to herein collectively as the "**Terminated Perpetual Software**") in consideration for a license to use certain Software as identified in the Cloud Software Table below on a term-of-years, Ellucian cloud-provided basis ("**Cloud Software**") and (b) retaining its perpetual license to use certain Continuing Perpetual Software (as defined below and as more particularly identified in **Exhibit 2** to this Order Form), subject to the terms and conditions of the Agreement as modified by this Order Form. Accordingly, Ellucian and Client, intending to be legally bound, agree as follows:

Software Term. For purposes of the Cloud Software licensed under this Order Form, the "**Software Term**" consists of the period of time from January 1, 2022 (the "**Beginning Date**") until December 31, 2026 (the "**Expiration Date**"). At the end of the Software Term (unless otherwise specified in the Documentation or this Order Form), Client's license to access and use the Cloud Software will automatically renew for consecutive Contract Years on a year-to-year basis extending the Expiration Date and the Software Term by a year each time, unless either party notifies the other in writing of its intent not to effect such renewal at least ninety (90) days prior to the then-current Expiration Date; each automatic renewal will be subject to an increase of up to seven percent (7%) annually plus the applicable third party fee increase (if any), unless the parties otherwise agreed in writing.

Transition from Terminated Perpetual Software to Cloud Software. Commencing on the Beginning Date of this Order Form, Client will be transitioning from its use of the Terminated Perpetual Software to use of subscription-based Banner SaaS Enterprise Cloud Software (hereinafter, "**ERP SaaS Cloud Software**"). For the avoidance of doubt, Client has a continuing license to use the Terminated Perpetual Software in accordance with the terms and conditions contained in the Agreement during the Transition Period as defined in Exhibit 1. Client's license to use the Terminated Perpetual Software will terminate on the earlier of (a) eighteen (18) months following the Execution Date or (b) the Transition Period End Date as defined in Exhibit 1.

Grant of Licenses Pursuant to This Order Form. Licenses granted pursuant to this Order Form are for Client's internal use only and are subject to all use restrictions and limitations set forth in the Agreement and this Order Form, including referenced attachments. Ellucian grants Client a non-exclusive, non-transferable license to use the Cloud Software, for Client's internal use, only during the Software Term specified herein, for the fees specified herein. Third party owners of Software licensed or provided for use by Ellucian are third party beneficiaries of this Order Form with regard to each such owner's respective products. Client acknowledges that the Cloud Software replaces the Terminated Perpetual Software, and Ellucian will provide the necessary process and procedure for Client's access to the Cloud Software within thirty (30) days of the Beginning Date.

Continuing Perpetual Software. Notwithstanding the termination of Client's license to use the Terminated Perpetual Software as provided for in this Order Form, Client has an ongoing license for use of certain other systems of software as more particularly identified in Exhibit 2 hereto (the "**Continuing Perpetual Software**"), as previously licensed to Client by Ellucian. In order to align Software Support Services for the Continuing Perpetual Software to the Software Term applicable to Cloud Software licensed under this Order Form, the parties hereby amend, renew, and extend Software Support Services for the Continuing Perpetual Software for a term commencing on the Beginning Date through the Expiration Date ("**Extended Maintenance Term**"). Ellucian will continue to provide Software Support

Services for the Continuing Perpetual Software on the same terms and conditions as contained in the Agreement or the most recent underlying agreement providing terms for Software Support Services (the "Maintenance Agreement") except that pricing for such Software Support Services during the Extended Maintenance Term shall be as provided in Exhibit 2.

CLOUD SOFTWARE TABLE ^{1,2,3}	
Description	Fee
Banner SaaS ERP Enterprise ⁴ (includes Student, Financial Aid, HR and Finance)	Included
ISE Enterprise Scheduler ⁵	Included
Banner Document Management (BDM) Managed Cloud Services ⁵	Included
On Demand Training (ODT) 25 Named User Licenses	Included

PAYMENT SUMMARY FOR CLOUD SOFTWARE	
TOTAL (for Contract Year ending December 31, 2022) ⁶	\$507,995
TOTAL (for Contract Year ending December 31, 2023)	\$523,235
TOTAL (for Contract Year ending December 31, 2024)	\$538,932
TOTAL (for Contract Year ending December 31, 2025)	\$555,100
TOTAL (for Contract Year ending December 31, 2026)	\$571,753

Notes to Cloud Software Table:

- ¹ For a description of the product details and the terms of service, see www.ellucian.com/contracts-and-documentation.
- ² Pricing in this Order Form allows for up to a tier threshold of 1,999 (the "Contracted FTE"). The annual fees shown in the Cloud Software Table do not include implementation/setup services.
- ³ Cloud Software includes Software Support Services for such Cloud Software at the Subscription Advantage Maintenance Level without additional charge.
- ⁴ Banner SaaS ERP Enterprise includes a subscription for Ellucian Intelligent Learning Platform Cloud Software ("Ellucian ILP") and supports the use of Ellucian ILP with a D2L learning management system. Ellucian ILP currently supports integration to the D2L, Canvas, Blackboard, and Moodle learning management systems. During the Software Term, Client may change the learning management system that it uses with Ellucian ILP at no additional charge, or Client may connect to additional learning management system(s) for an additional annual fee payable for each added learning management system. Such changes must be documented in a written agreement, signed by both parties.
- ⁵ The ISE Enterprise Scheduler Software identified in the table above and the Banner Document Management ("BDM") Software identified in the Continuing Perpetual Software Table in Exhibit 2 will be made accessible to Client on an Ellucian Managed Cloud provided basis.
- ⁶ Conditioned upon an Execution Date on or before October 29, 2021, Ellucian will issue a one-time credit in the amount of \$200,000 to be applied to Client's account for use towards the initial Contract Year Cloud Software subscription fees (i.e., for the period from January 1, 2022 through December 31, 2022). For the avoidance of doubt, the one-time credit issued under this Order Form may only be applied to the subscription fees described herein and may not be applied to any other fees for software, services, or subscription agreement(s) between the parties.

Professional Services. Ellucian agrees to provide Client with the Professional Services identified in the Professional Services Table below (the "Services"), for the additional fees set forth in that Table, on the terms and conditions set forth in the Agreement as modified by this Order Form. Where a number of hours is specified within this Order Form for Ellucian's delivery of Professional Services on a time and materials basis, the associated fees shown herein represent a good faith estimate based on the information available to Ellucian as of the Execution Date; the total fees payable for Professional Services may vary based on the actual number of hours of services required to complete the services and the rate that is applicable during the period of Ellucian's delivery of the services. In performing its obligations with respect to services identified herein, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

PROFESSIONAL SERVICES TABLE			
Description ¹	Hours	Rate ²	Fee ^{3,4}
Banner Accounts Receivable Consulting Services	204	\$199	\$40,596
Banner Student Consulting Services	416	\$199	\$82,784
Banner Finance Consulting Services	172	\$199	\$34,228
Banner Financial Aid Consulting Services	204	\$199	\$40,596
Banner Human Resources Consulting Services	324	\$199	\$64,476
Degree Works Transfer Equivalency Self-Service Implementation eCRM	40	\$199	\$7,960
Ellucian Workflow Workshop	96	\$199	\$19,104
Ellucian Analytics Essentials - Student	90	\$219	\$19,710
Ellucian Analytics Essentials - Financial Aid	48	\$219	\$10,512
Ellucian Analytics Essentials - Human Resources	48	\$219	\$10,512
Ellucian Analytics Essentials - Finance	48	\$219	\$10,512
Banner Performance Reporting Analytics Development Assessment	112	\$199	\$22,288
Business Intelligence Reporting Consulting	250	\$199	\$49,750
Intelligent Learning Platform (ILP) 5 Implementation	8	\$219	\$1,752
Ethos Integration Essentials (SaaS or Managed Cloud)	18	\$199	\$3,582
Ellucian Ethos Integration Architecture and Design Workshop	48	\$199	\$9,552
Integration Architecture and Planning (Banner)	205	\$199	\$40,795
Integration Architect	1,300	\$199	\$258,700
Banner Technical Architect Consulting Services	320	\$199	\$63,680
Identity Management Tactical Planning	84	\$199	\$16,716
Active Directory Account Provisioning Integration for Banner Enterprise Identity Management (BEIS)	160	\$199	\$31,840
Banner Project Management Services	1,057	\$199	\$210,343
Ellucian Experience Single Sign-on ⁵	Fixed Fee	Fixed Fee	\$7,000
Ellucian Experience Training and Planning ⁵	Fixed Fee	Fixed Fee	\$7,000
Ellucian Experience Toolkit Workshop ⁵	Fixed Fee	Fixed Fee	\$7,100
Evisions Argos Training and Implementation ⁵	Fixed Fee	Fixed Fee	\$30,576
Page Builder Instructor-Led Training Package ⁵	Fixed Fee	Fixed Fee	\$2,560
Ellucian Ethos Identity Active Directory Account Provisioning (Banner - Maintenance) ⁵	Fixed Fee	Fixed Fee	\$5,000
Enterprise Job Schedule - Student ⁵	Fixed Fee	Fixed Fee	\$4,500
Enterprise Job Schedule - Financial Aid ⁵	Fixed Fee	Fixed Fee	\$21,500
Enterprise Job Schedule - State-Specific Jobs ⁵	Fixed Fee	Fixed Fee	\$4,500
Enterprise Job Schedule - Accounts Receivable ⁵	Fixed Fee	Fixed Fee	\$5,000
Enterprise Job Schedule - Finance ⁵	Fixed Fee	Fixed Fee	\$5,250
Banner SaaS Transition Services ⁶	Fixed Fee	Fixed Fee	\$150,000
TOTAL PROFESSIONAL SERVICES FEES:			\$1,299,974

Notes to Professional Services Table:

- ¹ For a description of the services identified in this Order Form, see the Statement of Work which may be downloaded at the following URL:
<https://na11.springcm.com/atlas/Link/Document/22174/ec016c82-1c27-ec11-9c42-d89d6716196d/b0e6d28e-1c27-ec11-9c42-d89d6716196d>
- ² Hourly rates specified in this table will be held in place for this project for a period beginning on the Execution Date and ending eighteen (18) months later.
- ³ Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as applicable.
- ⁴ Where a number of hours is specified in the table with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Ellucian at the time of execution of this Order Form. The total amount that Client will pay for these services will vary based on the actual number of hours of services required to complete the services and the rate that is applicable when the services are rendered.

- ⁵ Fixed Fee services fees will remain valid for a period of one (1) year following the Execution Date; Client must schedule delivery of Fixed Fee services within the one (1) year period or additional charges may apply.
- ⁶ In the event that the Transition Services are not completed within twelve (12) months, a subsequent order form or amendment to this Order Form shall be required to extend such services at the then current monthly rate.

Invoicing. Fees for Software Support Services and Cloud Software are payable on the basis of a "Contract Year" (consisting of twelve (12) consecutive months beginning January 1) during the Software Term unless otherwise provided herein or in the Exhibits hereto. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- on an annual basis, in advance of each applicable Contract Year for Cloud Software subscription fees (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year).
- on an annual basis, in advance of each applicable Contract Year for Software Support Services fees applicable to the Continuing Perpetual Software (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year).
- on the Execution Date for all Professional Services to be performed on a fixed fee basis unless otherwise provided herein;
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and materials basis as well as for reimbursable travel and living expenses and other applicable charges in accordance with the terms of the Agreement if Ellucian's performance of any Professional Services involves onsite delivery (unless the service rate(s) identified in the Professional Services Table indicate that travel and living expenses are included).
- in twelve (12) successive monthly installments of \$12,500 for the Banner SaaS Transition Services commencing on the Beginning Date.

Payment Terms. Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

Publicity. From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

The Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. If any terms of this Order Form conflict with any other terms of the Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form. **By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by this Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.**

(EXECUTION ON FOLLOWING PAGE)

Ellucian

By: _____
Authorized Signature

Name: _____
Printed

Title: _____

Date: _____

Client

By: _____
Authorized Signature

Name: _____
Printed

Title: _____

Date: _____

The later date of signature above is the "Execution Date" of this Order Form.

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before October 29, 2021.

Client Accounts Payable Contact Information:

Name: _____
Address: _____
City, State, Zip: _____
Email Address: _____
PO# (if applicable) _____

Client Cloud Software Provisioning Contact Information:

Name: _____
Title: _____
Email: _____

EXHIBIT 1

TERMINATED PERPETUAL SOFTWARE

Description
Banner Employee Self-Service
Banner Faculty and Advisor Self-Service
Banner Finance
Banner Finance Self-Service
Banner Financial Aid
Banner Financial Aid Self-Service
Banner Human Resources
Banner Student
Banner Student Self-Service
Ellucian Degree Works

Transition Software Support Services for Terminated Perpetual Software. Commencing on the Beginning Date, the fees for Software Support Services payable by Client with respect to the Terminated Perpetual Software will be reduced, prospectively, to an amount equal to fifty percent (50%) of the fee that Client was obligated to pay for Software Support Services on such Terminated Perpetual Software immediately preceding the Beginning Date. Client will be entitled to receive Software Support Services on the Terminated Perpetual Software at this reduced rate during the period of Client's transition from the Terminated Perpetual Software to Client's live, production use of the ERP SaaS Cloud Software (the "Transition Period"). In this regard, Client must provide Ellucian with at least thirty (30) days prior written notice of its intent to use the ERP SaaS Cloud Software in a live, production environment, signifying the end of the Transition Period. Upon receipt of such written notice from the Client, Ellucian shall terminate Software Support Services on the Terminated Perpetual Software (only), effective on the first day of the next month following the end of such thirty (30) day notice period (the "Transition Period End Date"); thereafter, Ellucian shall be under no obligation to provide Software Support Services (and therefore Client shall have no further obligation to pay for Software Support Services) for the Terminated Perpetual Software following the Transition Period End Date. If Client has prepaid Software Support Services fees for the Terminated Perpetual Software for any period of time from and after the Beginning Date, Client will receive a fifty percent (50%) credit against the amount of such prepaid Software Support Services fee, prorated for the period of overlap beyond the Beginning Date and such credits will be applied toward the subscription fees payable hereunder for the ERP SaaS Cloud Software.

Customizations and Modifications to the Terminated Perpetual Software. Client must be running the then-current release of Terminated Perpetual Software and any other Ellucian software that will connect to the ERP SaaS Cloud Software without any customizations or modifications. In particular (and without limiting the above or any other activities required to be ready to use the ERP SaaS Cloud Software), this means that Client will need to have established a process or software solution for any such customizations or modifications which will NOT be available through the ERP SaaS Cloud Software. In addition, in order to use the ERP SaaS Cloud Software, all integrations between the ERP SaaS Cloud Software and third parties must be ones that are supported by Ellucian for an ERP SaaS Cloud Software deployment. The parties acknowledge that as of the Execution Date, the ERP SaaS Cloud Software may not allow Client to continue its current business practices if certain customizations have been made to the baseline software that Client is using. Client acknowledges that it is responsible for updating its practices (as needed) and using the current release of Terminated Perpetual Software prior to the Beginning Date of the ERP SaaS Cloud Software.

EXHIBIT 2

CONTINUING PERPETUAL SOFTWARE TABLE: ^{1,2,3,4}

Description	Maintenance Level	Base Year Fee (for Contract Year ending December 31, 2022)
Banner Document Management Integration Component	Advantage	Included
Banner Document Management Suite <ul style="list-style-type: none"> • ApplicationXtender Desktop • ApplicationXtender Test Bundle • ApplicationXtender Web Access.NET • ApplicationXtender Web Services 	Advantage	Included
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE:		\$5,697

Notes to Continuing Perpetual Software Table:

- ¹ For a description of the product details and the terms of service, see www.ellucian.com/contracts-and-documentation.
- ² **Ongoing Software Support Services.** Client will continue to pay Ellucian Software Support Services fees for the Continuing Perpetual Software as provided in the Maintenance Agreement through the Beginning Date. During the Extended Maintenance Term, Ellucian will continue to provide Software Support Services (including Maintenance) on the Continuing Perpetual Software in accordance with the Maintenance Agreement and Client will pay the fees specified in the Continuing Perpetual Software Table above annually, in advance, on the basis of a Contract Year. For each Contract Year throughout the Extended Maintenance Term, Software Support Services fees may increase by not more than five percent (5%) over the amount payable for Software Support Services for the immediately preceding Contract Year and will be specified by Ellucian in an annual invoice issued at least thirty (30) days before the start of the applicable Contract Year for which such Software Support Services fees are being remitted. Absent any further amendment with respect to continuing Software Support Services beyond the Extended Maintenance Term, Software Support Services fees will automatically renew for consecutive Contract Years on a year-to-year basis and for each subsequent Contract Year after the Extended Maintenance Term will be specified by Ellucian in an annual invoice and will increase over the immediately preceding Contract Year's fee by not more than seven percent (7%).
- ³ **Termination of On Premises Software Support Services.** In addition to the Continuing Perpetual Software listed in the table above, Client also has Software Support Services for Banner Integration for eLearning, Banner Integration Technologies, and Banner Workflow Software. Client's obligation to pay Software Support Services fees for such Software will end effective on December 31, 2021. Client has a continuing license to use such software, in accordance with the terms and conditions contained in the Agreement, but Ellucian will continue to provide maintenance support upon such software for a period of only six (6) months (the "Transition Period") from the Beginning Date. Client acknowledges and agrees that Ellucian's obligations to provide Software Support Services during the Transition Period will be limited to telephone support, regulatory releases and defect corrections only. Specifically, Client will not be entitled to use any new product enhancements that may become available during the Transition Period (including, without limitation, provision of updates, telephone support, and error corrections) for Banner Integration for eLearning, Banner Integration Technologies, and Banner Workflow Software, as provided-for under the Agreement. Credits for any prepaid Software Support Services fees for the Software identified in this Footnote 3 that are applicable to any period of time from and after the Beginning Date, if any, shall be credited only against the subscription fees payable hereunder.
- ⁴ In addition to the Continuing Perpetual Software listed in the table above, Client also has Software Support Services for Financial Aid FM Need Analysis software. By agreement of the parties following the Execution Date of this Order Form, the Software Support Services for Financial Aid FM Need Analysis software will be dropped as of December 31, 2021. Accordingly, neither party shall owe the other any prospective obligations with respect to such Software Support Services such that Client's obligation to pay Ellucian for Software Support Services fees for Financial Aid FM Need Analysis software is terminated as of December 31, 2021.