



MANAGED SERVICES ORDER FORM – OPERATIONAL SUPPORT

ELLUCIAN COMPANY L.P.

Client Information

Client Name: MCLENNAN COMMUNITY COLLEGE

Agreement: The terms and conditions stated in the most recent underlying agreement between the parties with respect to Ellucian’s delivery of professional services (“Agreement”) will apply to this Managed Services Order Form (“Order Form”).

In consideration of the fees payable under this Order Form, Ellucian agrees to provide to Client with Ellucian’s Managed Services, as identified in the Managed Services Table below and described in the Statement of Work attached hereto as Attachment A, which is incorporated by this reference, in accordance with the terms and conditions set forth in the Agreement as modified by this Order Form. The Managed Services provided under this Order Form are limited in both time and scope as outlined herein and in Attachment A, and the fees payable under this Order Form are in addition to any fees due under separate written agreement(s) or order form(s) between the parties. In performing the Managed Services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

MANAGED SERVICES TABLE: 1,2

Table with 2 columns: Description, Fee. Row 1: Colleague Operational Support, Included. Row 2: TOTAL MANAGED SERVICES FEE: \$88,000

Notes to Managed Services Table:

- 1 The fee specified in the Managed Services Table covers a “Managed Services Term” that will begin on the “Commencement Date” (defined as November 1, 2023) and will end on the “Expiration Date” (defined as October 31, 2024). As used in this Order Form, the term “Contract Year” means a period of twelve (12) consecutive months beginning on the Commencement Date and/or each anniversary thereof during the Managed Services Term.
2 For a description of the specific scope of work to be provided by Ellucian under this Order Form, see Attachment A.

Following the Managed Services Term, this Order Form will automatically renew for successive periods of twelve (12) months, at Ellucian’s then-current rates unless either party provides written notice to the other party at least ninety (90) days prior to the commencement of the applicable renewal term. Ellucian shall provide Client with current rates in writing at least one hundred twenty (120) days prior to the commencement of the applicable renewal term.

Payment Terms – Managed Services Fee: With respect to the Managed Services to be provided pursuant to this Order Form during the Managed Services Term, Ellucian will invoice Client quarterly for the Total Managed Services Fee specified in the Managed Services Table above on the following dates: (1) \$22,000 on November 1, 2023; (2) \$22,000 on February 1, 2024; (3) \$22,000 on May 1, 2024; and (4) \$22,000 on August 1, 2024. Client’s payment of the quarterly Managed Services Fees shall be due thirty (30) days from the date of each Ellucian invoice. For any subsequent Contract Year(s) after the Expiration Date, Ellucian will invoice Client for the full Contract Year and Client’s payments will be due and payable within thirty (30) days from the date of invoice(s).

Ellucian

Client

By: Authorized Signature

By: Authorized Signature

Name: Printed

Name: Printed

Title:

Title:

Date:

Date:

The last date of signature above is the “Execution Date” of this Order Form.

The pricing contained in this Order Form is valid only if Execution Date occurs on or before September 29, 2023.

**Client's Accounts Payable Contact Information appears below.**

**Client**

Accounts Payable Contact Information

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Purchase Order #:**  
(if applicable) \_\_\_\_\_

**MANAGED SERVICES**

**PURPOSE OF STATEMENT OF WORK**

This Statement of Work (“SOW”) details the Services (the “Services”) to be delivered by Ellucian. The Client and Ellucian each have tasks, responsibilities and deliverables that are required in order to facilitate and enable the effective delivery of the Services. The actual committed responsibilities for Ellucian and Client are set out in the specific description of responsibilities below.

The parties acknowledge that Ellucian’s delivery of the Managed Services under the Order Form will require planning and preparation in advance of active consultation between Ellucian and Client (to assign personnel, schedule a kick- off call with Client, and prepare content for delivery of Advisory Services). Ellucian requires a minimum of ten (10) business days following the Execution Date to ramp up such planning and preparation (the “Preparatory Work”), which Preparatory Work will be commenced by Ellucian after the Execution Date. Depending upon the specific Commencement Date applicable under the Order Form, the Preparatory Work may prevent active consultation for the initial two weeks of the Managed Services Term; however, no credit or reduction of fees will be provided to Client and no extension of the Managed Services Term will apply in the event of overlap between the Preparatory Work and the Managed Services Term.

**MANAGED SERVICES – OPERATIONAL SUPPORT**

Ellucian will designate an Operational Support Team for each separate Operational Support service that Client has under contract pursuant to this Order Form to perform the activities defined in this SOW. The Services Areas of Expertise section below describes separate Ellucian software solutions and representative Operational Support Team areas of expertise corresponding to multiple Operational Support services available from Ellucian; however, Client has purchased only the Operational Support service(s) that are identified in the Managed Services Table of the Order Form to which this Attachment A is attached (the “Order Form”). Accordingly, Ellucian’s obligation is provide only the Operational Support service(s) that are identified in the Managed Services Table of the Order Form notwithstanding the broader description of all Operational Support services within this SOW.

**Scope of Services – Operational Support**

The terms of this section entitled Scope of Services – Operational Support will apply only with respect to Managed Services under contract between the parties. Ellucian offers Operational Support for the separate Ellucian Software Solutions identified below upon payment of separate fees as to each such Operational Support service (to the extent Client has purchased a subset of these, Ellucian will provide Operational Support only for the subset under contract):

- Managed Services - Colleague Operational Support

**Operational Support Team**

During the Managed Services Term, Ellucian will:

- Designate one or more members of an Operational Support Team to perform the Ellucian activities in this Scope of Services
- Operational Support Team members will have skills included in the section Services Areas of Expertise
- Provide up to 0.25 FTE as the total combined effort of the Operational Support Team members

**Primary Support Contact**

During the Managed Services Term, Ellucian will:

- Designate an Operational Support Team member as the Primary Support Contact to coordinate Ellucian activities defined in this Scope of Services

The Primary Support Contact will:

- Work with Client to gain an understanding of their goals, priorities, processes and challenges related to the Ellucian software solutions
- Hold a regular conference call up to once a week with Client’s points of contact
- Will be reasonably accessible by telephone and/or email during Normal Business Hours

## Secondary Support

- If the combined effort of the Operational Support Team members specified above is less than 0.4 FTE then the Primary Support Contact may be the only member of the Operational Support Team.
- Ellucian may designate additional members of the Operational Support Team based on factors including but not limited to Client needs and associated skillset requirements, Ellucian staff availability, and combined effort of the Operational Support Team members specified above.

## Operational Support Activities

During the Managed Services Term, Ellucian may:

- Perform general application troubleshooting and problem analysis
- Assist end users with developing test plans for changes and upgrades to Ellucian software solutions
- Assist end users with general usage of Ellucian software solutions. For the avoidance of doubt, this assistance consists of basic knowledge of application usage, processes and configuration and does not include expert-level knowledge of application details and its application to customer business processes.
- Assist end users with using ad hoc query and reporting software with Ellucian software solutions, consisting of consulting on the use, assisting with the configuration, and assistance with the resolution of problems with the ad hoc query and reporting software
- Perform general application programming including creating, enhancing and maintaining integrations and extensions related to Ellucian software solutions
- Develop and maintain automated processes using workflow and job scheduling applications
- Create extracts of database information consisting of formatted or unformatted files
- Create, enhance and maintain application reports including ad-hoc, reoccurring, and batch reports

## Service Manager

During the Managed Services Term, Ellucian will:

- Designate a Service Manager to service as an escalation point for questions and issues related to services provided in this Scope of Services

## Services Areas of Expertise

Managed Services - Colleague Operational Support

- Corresponding Ellucian software solutions: Colleague Student, Colleague Finance, Colleague Human Resources, Colleague Core, Colleague Self-Service
- Representative Operational Support Team expertise: Colleague functional support and screen navigation; Colleague product technical configuration; Envision, UniBasic, SQL, C# and computed column programming; SSRS, Business Objects, Informer and Argos report development
- The terms of the section entitled Scope of Services – Operational Support will apply (if Client has contracted for this Managed Services)

## Client Specific Responsibilities

Throughout the Managed Services Term defined in the Order Form, Client must:

- be and remain current on payment of software support services fees for the Ellucian software solutions that correspond to the particular Managed Service(s) under contract (as identified within the Services Areas of Expertise section); in the event that Client drops software support services for the applicable solution(s), such termination or expiration of software support services will not operate to terminate the Managed Services Term or otherwise limit, reduce, terminate, or affect Client's payment obligations under the Order Form;
- complete testing application changes in a test environment;
- upon completion of testing activities, Client must sign off indicating the readiness to move to the pre-production or production environments;
- designate up to 4 points of contact for each Managed Service under contract;
- cooperate with Ellucian in providing timely and relevant information as requested by Ellucian;

### **Service Assumptions**

- Managed Services are provided during Normal Business Hours (defined as 8:30 a.m. to 5:00 p.m. in a single time zone as mutually agreed to by Client and Ellucian). Normal Business Hours exclude all Ellucian documented holidays, scheduled vacation, planned or unplanned sick time, and other approved absences from Ellucian.
- In the event that the designated Primary Support Contact is out of the office for an extended period due to vacation or illness, Ellucian will provide an alternate point of contact.
- In the event of an Ellucian-initiated change in a Primary Support Contact, Ellucian will consult with Client to integrate a replacement Operational Support Team member quickly and appropriately into the services process.

### **LIFELINE SECURE SERVICE (SECURE REMOTE ACCESS FOR SUPPORT SERVICE)**

#### **General Service Description**

LifeLine offers a consistent and secured ability to engage support from remote Internet locations for local, regional, and central staff with rights and privileges granted by Ellucian's management. LifeLine addresses the particular needs of the Client in the areas of Managed Services (as further described in this Statement of Work), Course Management support, network administration, network engineering support and problem resolution by providing a secure communication pathway for local and remote support staff into the Client's network.

Ellucian's Support Operations Staff will work with the site management team and appropriate security staff to define those user rights that are to be granted to the various support groups. All authorized access is based on group settings in an Active Directory server located at the Ellucian facility.

#### **Specific LifeLine Services**

Ellucian will:

- Provide necessary hardware to enable LifeLine service;
- Work with site staff to deploy and connect LifeLine appliance to Client's network;
- Work with Client staff to define those user rights that are to be granted to the engaged support services;
- Maintain hardware and device operating systems, patches, and upgrades including preliminary testing of all patches and upgrades in a test environment before deployment to production environments;
- Provide for user provisioning and de-provisioning centrally; and
- Monitor the LifeLine appliance on a 24x7 basis for availability.

#### **Licenses and Ownership**

LifeLine and all its elements will remain the property of Ellucian. Client will have no right, title or interest therein except the limited rights of access and use as specified above. All repairs made to the LifeLine appliance are the responsibility of Ellucian.

#### **Client Responsibilities Specific to LifeLine Service**

- Client will provide Ellucian with physical access to supported equipment as needed for onsite activities.
- Client will allow required firewall configuration changes for LifeLine appliance authentication and access.
- Client is advised that with respect to the onsite visit by Ellucian, an onsite visit may require up to 8 hours for travel in each direction, resulting in no more than twenty-four (24) hours/week for onsite services.