

Form>MMO#102  
State Fiscal Accountability Authority  
8/9/2021

JUSTIFICATION FOR  
SOLE SOURCE PROCUREMENT SS-0172

Agency: Horry Georgetown Technical College

Sole Source Vendor: Ellucian Company L.P.


Based upon the following determination, Agency proposes to acquire the supplies, construction, information technology, and/or services described herein from the Vendor named above per S.C. Code Ann. §11-35-1560 and S.C. Regulation 19-445.2105, Sole Source Procurement.

Description of the Agency need that this procurement meets: HGTC has procured a large number of Ellucian applications as part of their ERP which is solely provided by Ellucian and cannot be procured by any other vendor. These applications are critical to the short and long term success of the college.

Description of market research Agency performed to determine the availability of products or services that would meet the Agency's needs: Contacted Ellucian, please see the attached sole source letter

Description of supplies, construction, information technology, and/or services Vendor will provide under the contract: Ellucian Degree Works, Oracle Application Server and Database, Banner Document Management Suite, Automic, Banner Advancement, Banner ePrint Site License, Banner Financial Aid, Banner Finance, Banner Human Resources, Banner Student, Banner Workflow, Banner Advancement Self-Service, Banner Employee Self-Service, Banner Faculty and Advisor Self-Service, Banner Student Self-Service, Electronic Data Interchange EDI.Smart, TouchNet Information Systems Payment Gateway, Banner CSS Profile, Banner Integration for elearning, Financial Aid FM Need Analysis

Detailed explanation why no other vendor's supplies, construction, information technology, and/or services will meet the needs of the Agency: The College has previously procured and licensed software that is proprietary and only available from the original developer of the software (Ellucian). Ellucian does not maintain a service provider certification program, and Ellucian is the only authorized vendor to provide maintenance and support services for which it is the exclusive licensor of this software. There is no other source for acquiring the annual software maintenance and support. The paramount consideration is to preserve the software investment that the College has previously made in the Ellucian products and to maintain critical operational services.

  
Authorized Signature  
Printed Name: Harold Hawley  
Title: VP Finance  
Date: June 27, 2023

Form>MMO#102  
State Fiscal Accountability Authority  
8/9/2021

**Notes:**

**Authorized signature is the agency head unless the agency head has delegated that authority. Delegation of authority must be submitted to the Materials Management Officer in writing.**

**The Agency must obtain a Drug-free Workplace certification from the Vendor if the sole source procurement is \$50,000 or greater.**



June 22, 2023

Terry L. Quaresimo  
Executive Director of Technology Solutions  
Horry-Georgetown Technical College  
2050 Highway 501 East  
Conway, SC 29526

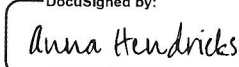
We at Ellucian appreciate the opportunity to serve the technology requirements of Horry-Georgetown Technical College and look forward to continuing and strengthening our technology relationship in the coming years.

Ellucian does not maintain a service provider certification program, and Ellucian is the only authorized vendor to provide maintenance and support services for which it is the exclusive licensor of numerous software products for the higher education marketplace. These products, collectively referred to as the "Ellucian Software," include Ellucian's CRM Recruit. The Ellucian Software is fully developed, is integrated, and is licensed and maintained exclusively by Ellucian. Ellucian protects its intellectual property interests by carefully safeguarding distribution of the Ellucian Software, in whole or in part. Licensees are required to execute a license agreement pursuant to which the users, at an institution level, agree to use Ellucian Software only for the purpose of conducting in-house, non-commercial computing operations and further agree to limit use of Ellucian Software to those employees with a need to know.

The Ellucian Software is protected under the copyright laws of the United States and the trade secret laws of several states. Ellucian employs industry-standard measures, both legal and technical in nature, to protect the investment that licensees make in the Ellucian Software. Accordingly, Ellucian is also the only authorized provider of installation, customization, training and educational services for the Ellucian Software. We have no authorized services providers or distributors that provide the Ellucian-approved installation, customization, training and educational services in the United States.

We hope that this information assists Horry-Georgetown Technical College as it considers its subscription renewal of Ellucian Software. If I can be of further assistance, please do not hesitate to call. Many thanks for your consideration.

Sincerely,

DocuSigned by:  
  
775D5C8CD50F402  
Anna Hendricks  
Account Executive

2003 Edmund Halley Drive, Suite 500  
Reston, Virginia 20191, USA  
Toll Free: +1800.328.2835

[www.ellucian.com](http://www.ellucian.com)





## SOFTWARE SUPPORT SERVICES ORDER FORM

**HORRY-GEORGETOWN TECHNICAL COLLEGE**  
 ("Client")

As of the latest signing date below, **ELLUCIAN COMPANY L.P.** (hereafter referred to as "Ellucian") and Client agree that the most recent underlying agreement between the parties related to software support services or maintenance ("Agreement"), amended as follows, will apply to this Software Support Services Order Form ("Order Form"), which will constitute a separate and independent contract between the parties hereto. **By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for the attached non-cancellable Order Form. Except as amended by the Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under the 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.**

In connection with the Software identified in the Software Support Services Table(s) below, Ellucian will provide Client with Software Support Services for the Baseline Software pursuant to this Order Form at the fees provided herein. Software Support Services means, collectively, maintenance, improvements, and new releases as those terms are defined in the Agreement. The term "Contract Year" shall mean each period of twelve (12) months beginning July 1 and ending June 30 through the Expiration Date specified below.

**Services Limitations.** All Software Support Services will be part of the applicable Baseline Software and will be subject to all of the terms and conditions of the Agreement. Ellucian's obligation to provide Client with Software Support Services for Baseline Software owned by parties other than Ellucian is limited to providing Client with the software support services that the applicable third party owner provides to Ellucian for that Baseline Software. In this regard, to the extent that an agreement authorizing Ellucian to resell or sublicense a third party's Baseline Software is terminated or expires prior to the Expiration Date, or prior to the expiration of any renewal term, for that Baseline Software, then Ellucian's obligation to provide Software Support Services to Client for that Baseline Software, and Client's obligation to pay Ellucian for same, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. Client must provide Ellucian with such facilities, equipment and support as are reasonably necessary for Ellucian to perform its obligations under the Agreement, including remote access to the Equipment.

Client is obtaining Software Support Services for the following Software for the fees stated in the Software Support Services Table(s) and the notes thereto (below):

### SOFTWARE SUPPORT SERVICES TABLE A & TABLE B - PAID IN ADVANCE

**COMMENCEMENT DATE: July 1, 2020**

**EXPIRATION DATE: June 30, 2025**

**FIRST ANNUAL CONTRACT YEAR PAYMENT DATE FOR TABLE A & TABLE B: due on July 1, 2020**

#### SOFTWARE SUPPORT SERVICES TABLE A

Baseline Software	Maintenance Standards	Initial Payment Amount
Automic <sup>1</sup> <ul style="list-style-type: none"> <li>• Agent Pricing per Linux Server</li> <li>• Banner Agent</li> <li>• Windows Std Pkg of 2 Auto Engines 1 Banner Agent and GAP</li> </ul>	Advantage	Included
Banner Doc Mgmt Integration Component	Advantage	Included

Banner Document Management Suite <sup>1</sup> <ul style="list-style-type: none"> <li>• ApplicationXtender Desktop</li> <li>• ApplicationXtender OCR Server</li> <li>• AppXtender Reports Mgmt PDF Print Stream Option</li> <li>• AppXtender Reports Mgmt Server</li> <li>• AppXtender Reports Mgmt Test Bundle</li> <li>• ApplicationXtender Test Bundle</li> <li>• AppXtender Verity K2 Full Text Client</li> <li>• AppXtender Verity K2 Full Text Server</li> <li>• ApplicationXtender Web Access .NET</li> <li>• ApplicationXtender Web Services</li> </ul>	Advantage	Included
Oracle <sup>1</sup> <ul style="list-style-type: none"> <li>• Internet Application Server Enterprise Edition</li> <li>• Internet Developer Suite</li> <li>• Programmer</li> <li>• Relational Database System</li> </ul>	Advantage	Included
<b>Initial Payment Amount (covers the Contract Year July 1, 2020 through June 30, 2021)</b>		<b>\$167,843</b>

**Notes to Software Support Services Table A:**

<sup>1</sup> Indicates Baseline Software is owned by a third party.

**SOFTWARE SUPPORT SERVICES TABLE B**

Baseline Software	Maintenance Standards	Initial Payment Amount
Degree Works	Advantage	Included
<b>Initial Payment Amount (covers the Contract Year July 1, 2020 through June 30, 2021)</b>		<b>\$6,945</b>

**SOFTWARE SUPPORT SERVICES TABLE C & TABLE D - PAID IN ARREARS**

**COMMENCEMENT DATE:** July 1, 2020

**EXPIRATION DATE:** June 30, 2025

**FIRST ANNUAL CONTRACT YEAR PAYMENT DATE FOR TABLE C & TABLE D:** due June 1, 2021

**SOFTWARE SUPPORT SERVICES TABLE C**

Baseline Software	Maintenance Standards	Initial Payment Amount
Banner Advancement	Advantage	Included
Banner Advancement Self-Service	Advantage	Included
Banner ePrint Site License	Advantage	Included
Banner Integration for eLearning	Advantage	Included
Banner Integration Technologies	Advantage	Included
Banner Workflow	Advantage	Included
EDI.Smart	Advantage	Included
TouchNet Information Systems Payment Gateway <sup>1</sup>	Advantage	Included
<b>Initial Payment Amount (covers the Contract Year July 1, 2020 through June 30, 2021)</b>		<b>\$32,092</b>

**Notes to Software Support Services Table C:**

<sup>1</sup> Indicates Baseline Software is owned by a third party.

**SOFTWARE SUPPORT SERVICES TABLE D**

<b>Baseline Software</b>	<b>Maintenance Standards</b>	<b>Initial Payment Amount</b>
Banner CSS Profile	Advantage	Included
Banner Employee Self-Service	Advantage	Included
Banner Faculty and Advisor Self-Service	Advantage	Included
Banner Finance	Advantage	Included
Banner Finance Self-Service	Advantage	Included
Banner Financial Aid	Advantage	Included
Banner Financial Aid Self-Service	Advantage	Included
Banner Human Resources	Advantage	Included
Banner Student	Advantage	Included
Banner Student Self-Service	Advantage	Included
Financial Aid FM Need Analysis	Advantage	Included
<b>Initial Payment Amount (covers the Contract Year July 1, 2020 through June 30, 2021)</b>		<b>\$82,369</b>

In performing the Software Support Services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

**Payment Terms:** For the software identified in the Software Support Services Table(s) above, Ellucian's obligation to provide Software Support Services and Client's obligation to make payment for such Software Support Services shall each commence on the Commencement Date and continue through the Expiration Date. Unless the Agreement provides different payment terms with respect to Software Support Services, Client's payments under this Order Form will be due within thirty (30) days of the date of Ellucian's invoices:

(a) The Initial Payment Amount(s) stated above is/are the total(s) that would be due from Client for Software Support Services fees for the initial full twelve (12) month period(s) and shall be due and payable on the First Annual Contract Year Payment Date(s) as specified in the Software Support Services Table(s).

(b) With respect to Software Support Services for the Software identified in Table A, for each subsequent Contract Year through the Expiration Date, Software Support Services fees will be specified by Ellucian in an annual invoice and may increase by not more than 5% over the amount payable for Software Support Services for the immediately preceding Contract Year. Ellucian will invoice Client for such fees in full, in advance, on or before the start of the applicable Contract Year for which such Software Support Services fees are being remitted.

(c) With respect to Software Support Services for the Software identified in Table B, for each subsequent Contract Year through the Expiration Date, Software Support Services fees will be specified by Ellucian in an annual invoice and may increase by not more than 3% over the amount payable for Software Support Services for the immediately preceding Contract Year. Ellucian will invoice Client for such fees in full, in advance, on or before the start of the applicable Contract Year for which such Software Support Services fees are being remitted.

(d) With respect to Software Support Services for the Software identified in Table C, for each subsequent Contract Year through the Expiration Date, Software Support Services fees will be specified by Ellucian in an annual invoice and may increase by not more than 5% over the amount payable for Software Support Services for the immediately preceding Contract Year. Ellucian will invoice Client for such fees in full, in arrears, on or before the first day of the last month of the applicable Contract Year for which such Software Support Services fees are being remitted.

(e) With respect to Software Support Services for the Software identified in Table D, for each subsequent Contract Year through the Expiration Date, Software Support Services fees will be specified by Ellucian in an annual invoice and may increase by not more than 3% over the amount payable for Software Support Services for the immediately preceding Contract Year. Ellucian will invoice Client for such fees in full, in arrears, on or before the first day of the last month of the applicable Contract Year for which such Software Support Services fees are being remitted.

(f) Following the Expiration Date specified herein, the terms of this Order Form shall renew automatically for consecutive Contract Year(s) (each one of which is deemed a "Renewal Term Year") unless either party shall have notified the other in writing of its intent not to renew Software Support Services following the Expiration Date for all of or a particular piece of the software listed in the Software Support Services Table(s) above, which written notification, in order to be of any force or effect, must be delivered to the other party at least ninety (90) days before either (a) the Expiration Date or (b) the last day of a particular Renewal Term Year (if such election not to renew shall occur after the Expiration Date). In the absence of an effective notice from either party to the other as provided in the preceding sentence, Ellucian shall continue to provide (and Client shall continue to pay for) Software Support Services on the software on a Renewal Term Year-by-Renewal Term Year basis that renews automatically until cancelled or terminated as provided herein. Fees for Software Support Services for each Renewal Term Year subsequent to the Expiration Date will be specified by Ellucian in an annual invoice and may increase by not more than 7% over the amount payable for Software Support Services for the immediately preceding Contract Year or Renewal Term Year. For Software Support Services for the Software identified in Table A and Table B, fees for each Renewal Term Year will be invoiced in full, in advance, on or before the start of the applicable Renewal Term Year for which such fees are being remitted. For Software Support Services for the Software identified in Table C and Table D, fees for each Renewal Term Year will be invoiced in full, in arrears, on or before the first day of the last month of the applicable Renewal Term Year for which such fees are being remitted.

Maintenance Standards. The hours during which Software Support Services will be provided for the Baseline Software, the targeted response times for certain defined categories of Software Support Services calls for the Baseline Software, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Software Support Services for the Baseline Software are specified in further detail in the Resource Library Section at: <https://www.ellucian.com/assets/en/solution-sheet/maintenance-advantage-program.pdf>. To the extent that a different Maintenance Standard applies to certain Baseline Software than that which applies to others, the Maintenance Standard applicable to the Baseline Software will be described in the table(s).

Use of Client Data. Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, client data solely for the purposes of performing Ellucian's obligations under this Order Form and complying with applicable law; (b) to use and otherwise process client data for Ellucian's internal business purposes, including development, analysis and corrective purposes in connection with the Software and Services, and for otherwise improving and enhancing the Software and Services or Ellucian's business; and (c) to use or otherwise process Aggregated Data for Ellucian's business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. "Aggregated Data" means data derived from client data and data that has been combined into databases which may include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer.

**Ellucian**  
By: DocuSigned by:  
Ben Gardner  
Authorized Signature  
Name: Ben Gardner  
*Printed*  
Title: Vice President - Global Support  
Date: 6/25/2020

**Client**  
By: DocuSigned by:  
Dianna Cecala  
Authorized Signature  
Name: Dianna Cecala  
*Printed*  
Title: Procurement Manager  
Date: 6/25/2020

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



**Ellucian Confidential and Proprietary Information**  
**Maintenance Proposal as of 06/04/2020<sup>1</sup> -- Horry-Georgetown Technical College**

Maintenance Paid in Advance	Period Ending	01-Jul-20	01-Jul-21	01-Jul-22	01-Jul-23	01-Jul-24	Esc
		to 30-Jun-21	to 30-Jun-22	to 30-Jun-23	to 30-Jun-24	to 30-Jun-25	
<b>Table A - 5 Years @ 5%</b>							
Automatic							
Agent Pricing per Linux Server	\$3,372	\$3,541	\$3,718	\$3,904	\$4,099	\$4,304	5%
Banner Agent	\$4,106	\$4,311	\$4,527	\$4,753	\$4,991	\$5,240	5%
Windows Std Pkg of 2 Auto Engines 1 Banner Agent and GAP	\$11,435	\$12,007	\$12,607	\$13,237	\$13,899	\$14,594	5%
Banner Doc Mgmt Integration Component	\$3,697	\$3,882	\$4,076	\$4,280	\$4,494	\$4,718	5%
Banner Document Management Suite							
AppXtender Desktop	\$6,977	\$7,326	\$7,692	\$8,077	\$8,481	\$8,905	5%
ApplicationXtender OCR Server	\$501	\$526	\$552	\$580	\$609	\$639	5%
AppXtender Reports Mgmt PDF Print Stream Option	\$1,255	\$1,318	\$1,384	\$1,453	\$1,525	\$1,602	5%
AppXtender Reports Mgmt Server	\$1,881	\$1,975	\$2,074	\$2,177	\$2,286	\$2,401	5%
AppXtender Reports Mgmt Test Bundle	\$1,255	\$1,318	\$1,384	\$1,453	\$1,525	\$1,602	5%
ApplicationXtender Test Bundle	\$1,255	\$1,318	\$1,384	\$1,453	\$1,525	\$1,602	5%
AppXtender Verity K2 Full Text Client	\$753	\$791	\$830	\$872	\$915	\$961	5%
AppXtender Verity K2 Full Text Server	\$1,004	\$1,054	\$1,107	\$1,162	\$1,220	\$1,281	5%
ApplicationXtender Web Access .NET	\$3,137	\$3,294	\$3,459	\$3,631	\$3,813	\$4,004	5%
ApplicationXtender Web Services	\$2,508	\$2,633	\$2,765	\$2,903	\$3,048	\$3,201	5%
Oracle							
Internet Application Server Enterprise Edition	\$47,859	\$50,252	\$52,765	\$55,403	\$58,173	\$61,082	5%
Internet Developer Suite	\$2,524	\$2,650	\$2,783	\$2,922	\$3,068	\$3,221	5%
Programmer	\$760	\$798	\$838	\$880	\$924	\$970	5%
Relational Database System	\$65,571	\$68,850	\$72,292	\$75,907	\$79,702	\$83,687	5%
<b>Subtotal - Table A</b>	<b>\$159,850</b>	<b>\$167,843</b>	<b>\$176,235</b>	<b>\$185,046</b>	<b>\$194,299</b>	<b>\$204,014</b>	
<b>Table B - 5 Years @ 3%</b>							
Degree Works							
	\$6,743	\$6,945	\$7,154	\$7,368	\$7,589	\$7,817	3%
<b>Subtotal - Table B</b>	<b>\$6,743</b>	<b>\$6,945</b>	<b>\$7,154</b>	<b>\$7,368</b>	<b>\$7,589</b>	<b>\$7,817</b>	
<b>Subtotal Advance</b>	<b>\$166,593</b>	<b>\$174,788</b>	<b>\$183,388</b>	<b>\$192,415</b>	<b>\$201,888</b>	<b>\$211,831</b>	
<b>Maintenance Paid in Arrears</b>							
<b>Table C - 5 Years @ 5%</b>							
Banner							
Advancement	\$5,503	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023	5%
Advancement Self-Service	\$3,186	\$3,345	\$3,513	\$3,688	\$3,873	\$4,066	5%
ePrint Site License	\$5,266	\$5,529	\$5,806	\$6,096	\$6,401	\$6,721	5%
Integration for eLearning	\$4,740	\$4,977	\$5,226	\$5,487	\$5,761	\$6,050	5%
Integration Technologies	\$0	\$0	\$0	\$0	\$0	\$0	5%
Workflow	\$3,950	\$4,148	\$4,355	\$4,573	\$4,801	\$5,041	5%
EDI.Smart	\$448	\$470	\$494	\$519	\$545	\$572	5%
TouchNet Information Systems Payment Gateway	\$7,471	\$7,845	\$8,237	\$8,649	\$9,081	\$9,535	5%
<b>Subtotal - Table C</b>	<b>\$30,564</b>	<b>\$32,092</b>	<b>\$33,697</b>	<b>\$35,382</b>	<b>\$37,151</b>	<b>\$39,008</b>	
<b>Table D - 5 Years @ 3%</b>							
Banner							
CSS Profile	\$0	\$0	\$0	\$0	\$0	\$0	3%
Employee Self-Service	\$5,305	\$5,464	\$5,628	\$5,797	\$5,971	\$6,150	3%
Faculty and Advisor Self-Service	\$4,240	\$4,367	\$4,498	\$4,633	\$4,772	\$4,915	3%
Finance	\$17,000	\$17,510	\$18,035	\$18,576	\$19,134	\$19,708	3%
Finance Self-Service	\$0	\$0	\$0	\$0	\$0	\$0	3%
Financial Aid	\$14,747	\$15,189	\$15,645	\$16,114	\$16,598	\$17,096	3%
Financial Aid Self-Service	\$0	\$0	\$0	\$0	\$0	\$0	3%
Human Resources	\$13,641	\$14,050	\$14,472	\$14,906	\$15,353	\$15,814	3%
Student	\$16,552	\$17,049	\$17,560	\$18,087	\$18,629	\$19,188	3%
Student Self-Service	\$5,305	\$5,464	\$5,628	\$5,797	\$5,971	\$6,150	3%
Financial Aid FM Need Analysis	\$3,180	\$3,275	\$3,374	\$3,475	\$3,579	\$3,686	3%
<b>Subtotal - Table D</b>	<b>\$79,970</b>	<b>\$82,369</b>	<b>\$84,840</b>	<b>\$87,385</b>	<b>\$90,007</b>	<b>\$92,707</b>	
<b>Subtotal Arrears</b>	<b>\$110,534</b>	<b>\$114,461</b>	<b>\$118,537</b>	<b>\$122,767</b>	<b>\$127,158</b>	<b>\$131,715</b>	
<b>Grand Total</b>	<b>\$277,127</b>	<b>\$289,249</b>	<b>\$301,925</b>	<b>\$315,182</b>	<b>\$329,046</b>	<b>\$343,546</b>	

<sup>1</sup> In addition to the Maintenance listed in the table above, Client also has the following solutions:  
 CRM Recruit subscription expiring 10/31/2021.

### Certificate Of Completion

Envelope Id: 29545F7261FC480CA782215C328BAFA1 Status: Completed  
 Subject: Horry-Georgetown Technical College - Ellucian Renewal Agreement  
 Source Envelope:  
 Document Pages: 5 Signatures: 2 Envelope Originator:  
 Certificate Pages: 5 Initials: 0 Barry Beasley  
 AutoNav: Enabled 2003 Edmund Halley Drive  
 Envelope Stamping: Enabled Suite 500  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada) Reston, VA 22033  
barry.beasley@ellucian.com  
IP Address: 68.80.236.83

### Record Tracking

Status: Original Holder: Barry Beasley Location: DocuSign  
 6/5/2020 10:36:27 AM barry.beasley@ellucian.com

### Signer Events

Dianna Cecala  
 Dianna.Cecala@hgtc.edu  
 Procurement Manager  
 Security Level: Email, Account Authentication (None)

### Signature

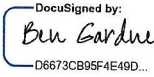
DocuSigned by:  
  
 B347F94460EB4A1...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 165.166.202.83

### Timestamp

Sent: 6/5/2020 10:38:55 AM  
 Viewed: 6/12/2020 8:25:11 AM  
 Signed: 6/25/2020 10:59:11 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/20/2020 7:48:37 AM  
 ID: 59bc5e79-019c-4ac7-8e5b-656f6f8dab12

Ben Gardner  
 Ben.Gardner@ellucian.com  
 Vice President - Global Support  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 D6673CB95F4E49D...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 73.20.2.98

Sent: 6/25/2020 10:59:12 AM  
 Viewed: 6/25/2020 11:07:25 AM  
 Signed: 6/25/2020 11:07:30 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/27/2020 9:08:15 AM  
 ID: bb896a6a-bdf6-4788-925a-0aa66aa6317b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Jason Ferguson  
 jason.ferguson@ellucian.com  
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/5/2020 10:38:54 AM  
 Viewed: 6/25/2020 11:12:21 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Vicki Knepp vicki.knepp@ellucian.com Contracts Specialist Ellucian Company L.P. Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 6/5/2020 10:38:54 AM
--	---	----------------------------

Karen Ivey Karen.Ivey@ellucian.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 6/25/2020 11:07:31 AM
---	---	-----------------------------

Caroline Reaney caroline.reaney@ellucian.com TEST TITLE Ellucian Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 6/25/2020 11:07:31 AM
---	---	-----------------------------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	6/25/2020 11:07:31 AM
Certified Delivered	Security Checked	6/25/2020 11:07:31 AM
Signing Complete	Security Checked	6/25/2020 11:07:31 AM
Completed	Security Checked	6/25/2020 11:07:31 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Ellucian (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Ellucian:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contractmanagement@ellucian.com](mailto:contractmanagement@ellucian.com)

**To advise Ellucian of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [contractmanagement@ellucian.com](mailto:contractmanagement@ellucian.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Ellucian**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [contractmanagement@ellucian.com](mailto:contractmanagement@ellucian.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Ellucian**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [contractmanagement@ellucian.com](mailto:contractmanagement@ellucian.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Ellucian as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Ellucian during the course of your relationship with Ellucian.