

JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT **SS-0174**

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: Horry-Georgetown Technical College (HGTC), has had significant turnover in the area of Information Technology, specifically the personnel who support and maintain the College's Banner ERP system. HGTC is in need for technical and operational support to maintain the technologies that make up the ERP and to ensure ongoing monitoring and performance meets the needs of HGTC to continue to operate effectively.

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 is vendor who creates, maintains, and provides Ellucian Banner software to its customers. Ellucians managed services will provide direct technical support to ensure our systems and applications are current on the latest updates, provide programming support, and incident support. Ellucian will provide direct support services for the following Ellucian products: Banner Core, Ellucian Solution Manager, Ellucian Messaging Adaptor, Ellucian Messaging Service, RabbitMQ Message Broker, Banner Event Publisher, Banner Enterprise Identity Service (BEIS), Ellucian Banner Document Management, Banner ePrint, Ellucian Degree Works, Ellucian Banner Time Management, Ellucian Ethos Identity, Ellucian Payment Gateway, Banner Workflow, Automic, Ellucian Ethos Integration, Ellucian Experience, and Ellucian Intelligent Learning Platform Enterprise.

Detailed explanation why no other vendor's supplies, construction, information technology, and/or services will meet the needs of the Agency: Ellucian is the only vendor who can intimately guide HGTC through best recommendations based on our needs and their future roadmap for the ERP. Ellucian has intimate knowledge of how to maintain, support, and perform system analysis reviews for the purpose of improving HGTC's usage of the entire ERP stack of applications.


Authorized Signature
Printed Name: Harold Hawley
Title: VP Finance & Administration
Date: 6/27/2023

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

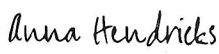
We at Ellucian appreciate the opportunity to serve the technology requirements of Horry-Georgetown Technical College and look forward to continuing and strengthening our technology relationship in the coming years.

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:

775D5CBCE50E402
Anna Hendricks
Account Executive

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

www.ellucian.com



June 9, 2023

Dianna Cecala
Horry-Georgetown Technical College
Building 1100 Rm. 104D
2050 Highway 501 E
Conway, SC 29526

Dear Ms. Cecala:

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. Ellucian is the only authorized vendor and exclusive licensor of numerous software and services products for the higher education marketplace. These products include the Company's Banner products (the "Ellucian Software"). The Ellucian Software is fully developed, licensed, provided and maintained exclusively by Ellucian. Ellucian protects its intellectual property interests by carefully safeguarding distribution of the Ellucian Software, in whole and in part. Licensees are required to execute a license or subscription agreement pursuant to which the users, at an institution level, agree to use the Ellucian Software, as applicable, only for the purpose of conducting in-house, non-commercial computing operations (including in-house training) and further agree to limit use of the 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 has no authorized services providers or distributors that provide the Ellucian Software in the United States.

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

Sincerely,

DocuSigned by:

Anna Hendricks

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Anna Hendricks
Account Executive



MANAGED SERVICES ORDER FORM – ADVISORY SERVICES

ELLUCIAN COMPANY L.P.

Client Information

Client Name: HORRY-GEORGETOWN TECHNICAL 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. Rows include Banner Technical Advisory Services, Banner Technology Support, Banner Operational Support, and TOTAL MANAGED SERVICES FEE: \$196,000.

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 July 1, 2023) and will end on the “Expiration Date” (defined as June 30, 2024).
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.

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) \$49,000 on July 1, 2023; (2) \$49,000 on October 1, 2023; (3) \$49,000 on January 1, 2024; and (4) \$49,000 on April 1, 2024.

By entering into this Order Form with Ellucian, Ellucian grants Client the right to migrate to the Ellucian Cloud, pursuant to the terms and conditions of the Agreement, as amended, and for such fees as are contained in a

subsequent amendment to the Agreement in which Client and Ellucian memorialize the Ellucian Cloud migration right effected by this provision.

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 June 30, 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 – ADVISORY SERVICES

Ellucian will designate a Solution Advisor for each separate Advisory 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 Solution Advisor areas of expertise corresponding to multiple Advisory Services available from Ellucian; however, Client has purchased only the Advisory 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 Advisory Service(s) that are identified in the Managed Services Table of the Order Form notwithstanding the broader description of all Advisory Services within this SOW.

Scope of Services – Ellucian Software Solution Advisory Services

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

- Managed Services - Banner Technical Advisory Services

Proactive Guidance and Support

During the Managed Services Term, Ellucian will:

- Work with Client to gain an understanding of their goals, priorities, processes and challenges related to the supported 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
- Will review and discuss the “resolution summary” on closed support cases to facilitate root cause analysis in order to mitigate similar future issues
- Provide guidance and assist with planning of upgrades and changes
- Make recommendations on the configuration and use of new functionality

Insight and Planning

During the Managed Services Term, Ellucian will:

- Discuss the implications of applicable Ellucian product information such as roadmaps and product announcements as requested by Client
- Provide information and guidance regarding newly created Change Request Defects, Change Request Enhancements and Ellucian Support Center Knowledge Articles as requested by Client

Differentiated Support Service

During the Managed Services Term, Ellucian will:

- Provide Client with a point of contact to escalate, manage, and coordinate their support issues
- Review and discuss open support cases
- Make reasonable efforts to provide timely responses to support cases and to accelerate "time to resolution" as requested by the Client
- Make reasonable attempts to provide prompt and direct communication about Ellucian product critical issues that impact Client's environment

Annual On-Site Visit

Each Managed Service under contract includes a single onsite visit (once per Contract Year) between Client's point(s) of contact and designated Ellucian personnel, which may include the Solution Advisor. The fee paid by Client for Managed Services for each Contract Year include the travel and living expenses associated with such onsite visit, and Client will not be billed separately for travel and living expenses. **Ellucian will:**

- Work with Client to schedule the annual on-site visit for a mutually agreeable date
- Visit on-site one time per Contact Year to work with Client, review the current state of the Ellucian software solution and current Client goals and priorities, and update the Support and Success Plan.

Deliverables

On an annual basis, the Solution Advisor will provide these deliverables:

- Support and Success Plan - captures Client's goals and objectives for 12 months and how the Advisory Services will align to support those goals and objectives;
- Solution Review - reviews the current solution implementation, captures key configurations and identifies opportunities to improve the effectiveness, efficiency or reliability of Client's solution implementation.

Software Solution Advisory Services Areas of Expertise

Managed Services - Banner Technical Advisory Services

- Corresponding Ellucian software solutions: Banner Student, Banner Financial Aid, Banner Human Resources, Banner Finance, Banner General
- Representative Solution Advisor expertise: Banner product technical configuration; Banner product upgrades; Oracle RDBMS administration; Ellucian Solution Manager (ESM); Banner Enterprise Identity Services (BEIS); Single Sign-On (SSO) configuration and support; application server (TomCat, WebLogic) administration.

Service Assumptions (All Advisory Services)

- 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 Solution Advisor 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 Solution Advisor, Ellucian will consult with Client to integrate a replacement Solution Advisor quickly and appropriately into the services process.
- 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.

MANAGED SERVICES - TECHNOLOGY SUPPORT

Ellucian will provide up to **0.50** FTE of effort to perform the activities defined in this Section MANAGED SERVICES - TECHNOLOGY SUPPORT and the activities of the corresponding Technical Advisory Service or Technical Advisory Service defined in Section MANAGED SERVICES – ADVISORY SERVICE of this SOW.

Technology Support applies to the Applications (as defined in Section Technology Baseline Environment).

Scope of Services – Technology Support

Definitions and Terms

Each term defined in the Contract will have the same meaning ascribed to that term in the Contract whenever that term is used in this Statement of Work unless the context clearly indicates otherwise. Additionally, the following additional terms each have the meaning ascribed to that term below:

- “Application” or “Applications” means the applications software of whatever sort that are purchased or licensed by Client, or provided by Ellucian for Client’s benefit, and installed on Client’s Equipment.
- “Application Home” or “Application Homes” means the specific set of software code, or software code tree, used for the process of running a specific Application.
- “Database” or “Databases” means the physical data files tied to one or more Database Instances.
- “Database Home” or “Database Homes” means the physical database software code, or software code tree, used for the process of running one or more Databases.
- “Database Instance” or “Database Instances” means the logical set of resources (CPU cycles and allocated memory) and Operating System specific configuration files required to operate a Database.
- “Normal Business Hours” means 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.
- “Technology Baseline Environment” and “Baseline” mean the total inventory of software, hardware, facilities, policies and services supported under the terms of this Statement of Work as of the start date of this Statement of Work.
- “Tier 1 Troubleshooting” means that first level of support interaction which is required after an initial incident or problem request.
- “Tier 2 Troubleshooting” means that level of support which is required after the following has been performed or determined:
 - Client has performed typical and reasonable self-diagnostic and Tier 1 troubleshooting procedures;
 - Client has opened a support ticket with the appropriate application vendor customer support center who has determined that the Application is functioning properly;
 - Application vendor has determined that the support request is not the result of user error or lack of proper user and Application interaction; and
 - Application vendor has determined that the support request is not due to functional Application configuration settings.

Database Administration and Application Administration

Ellucian activities for the Applications may include:

Horry-Georgetown Technical College (USA)
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Page 5 of 14

- Install, configure, upgrade, and patch Database Home environment, Database, Database Instance, baseline Application Home environment and supported subsystems for vendor-specific systems
- Use its standard practices upgrade methodology, which includes the application of upgrades and patches in testing environments prior to migration to work-in-progress or production environments, as requested by Client and scheduled by Ellucian staff in coordination with Client staff.
- Perform Database Home and Database system level security administration for the Database environments. This security administration applies specifically to each Database Home and Database Instance and does not include security administration for the operating system, virtualization technology, and network.
- Perform Database, Database Instance, and Application Home clones, system refreshes, or replications, when necessary to facilitate implementation or other testing activities based upon mutually agreed schedules. An automated cloning or refreshing process may be implemented using vendor-available technologies on a mutually agreed to basis if requested by the Client.
- Maintain exclusive access and control of "DBA" privileged or super-user level passwords of production environments, to include those software Application accounts that require such access, to Databases, Database Instances, and Applications.
- Perform log review and analysis to determine the stability of the Databases and software application environments.
- Provide Tier 2 Troubleshooting and Diagnostic Support for the Databases, Database Instances, and Database Homes.
- Provide Tier 2 Troubleshooting and Diagnostic Support for the Applications, Application configurations, and Application Homes.
- Provide typical and reasonable assistance with various issues that arise on a day-to-day basis requiring Database and Application administration knowledge and experience for the Applications.
- Perform monitoring, tuning, and adjusting of Database, Database Instance, and Application parameters and configurations based on the specific vendor's recommendations, input from Client, and response time sampling based on Ellucian standard practices for the Applications.
- Maintain current or utilize Ellucian standard database backup setup, configurations, and methods according to current client standard practices for the Databases and Database Instances. Perform emergency Database backup and recovery procedures when no other recovery method is possible and data cannot be retrieved through any other means. Database backups performed by Ellucian are made to online storage and do not include the backups to immutable or offline storage necessary to protect against ransomware or other malicious activities.
- Communicate with third-party vendors or other Ellucian business units to resolve escalated issues as they arise for the Applications.
- Adhere to regular Client change windows for upcoming events that will require Database or Application system administration action.

General Conditions to Technology Support.

In order for Ellucian to provide Technology Support, Client will:

- Designate an employee that will coordinate and perform the application security administration functions and duties for the Applications.
- Define and implement a security request approval process such that Ellucian can validate the approval of each security request for application security administration. Each approved security request must clearly define the security change to be implemented.
- Perform security administration for non-database components including the operating system, virtualization technology, and network.
- Perform backups to immutable or offline storage of the system and online database backups.
- Provide timely notification of upcoming events that will require Database or Application system administration action. Large upgrade and installation projects and projects requiring end user testing and verification will require longer notification lead times, and Ellucian will not be responsible for delays or failure to meet Client's expectations if adequate lead time is not provided.

- Permit and schedule required downtime for the Applications and underlying systems for upgrades and maintenance. Client will not require Ellucian to perform maintenance while end users, staff, faculty, or other users are using the Applications.
- Provide testing and/or non-production environments for the administration of the Applications.
- Permit to be installed by Ellucian on Client's systems supported hereunder, the Applications and other necessary components as reasonably determined by Ellucian necessary to allow Ellucian to perform its services hereunder.
- Not require and/or permit the installation of software on Client's systems for the Technology Baseline Environment which software is not recommended by Ellucian and not related to the provision of the Technology Support.
- Acquire necessary hardware and/or software as required by state or federal law to keep Client compliant with licensed software or hardware used by Client and as used by Ellucian for the exclusive purpose of supporting Client under this Statement of Work defined herein.
- Maintain active hardware and software maintenance agreements for all devices and operating systems and Applications supported under this Statement Of Work during the Managed Services Term and name Ellucian as an authorized agent on these agreements. Provide access to available hardware and software support channels by means of websites, login credentials, or otherwise appropriate to research or troubleshoot identified issues, and provide Ellucian with a Client ".edu" specific email address upon request.
- Communicate applicable hardware and Application software standards and procedures.
- Provide the necessary support resources that will be responsible for user functions, management and other Application required roles, for other Applications, roles, or job functions not explicitly supported under this Statement of Work defined herein.

Service Engagement, Escalation and Communication Procedures

Where appropriate, Ellucian adheres to an Information Technology Infrastructure Library ("ITIL") framework for Service Design, Service Transition and Service Operation of the Technology Supports. In accordance with ITIL, the Service Desk is responsible for all initial contact regarding Service Incidents, Service Requests or Requests for Change to any and all portions of the Client System.

Ellucian will provide the following in support of Service Incidents, Service Requests and Requests for Change, at no additional cost to Client.

- Deploy an ITIL certified Information Technology Service Management ("ITSM") tool capable of providing for Service Incident Management, Service Request Fulfillment, Change Management, and Knowledge Management.
- Deploy a self-service web portal for the reporting of Service Incidents, Service Requests and Requests for Change.
- Provide email notifications regarding status and progress of requested Service Incidents or Service Requests.
- Provide necessary training to Client IT staff on the utilization and documentation of requests via the ITSM self-service module.
- Provide a service desk with a US-based toll-free phone number monitored 24 hours a day, 7 days a week, 52 weeks a year, including Client holidays.
- Staff the service desk with knowledgeable Customer Service Representatives ("CSR").
- CSR will document contact information, inquiry details and triage inquiries to determine type (Service Incident, Service Request or Request for Change).
- CSR will escalate to the appropriate level 2 or level 3 experts via ITSM tool.
- Develop and maintain a Client operations support document to be reviewed quarterly or as requested by Client. The operations document will cover:
 - Support contact information.
 - Procedures for reporting a Service Incident, logging a Service Request or submitting a Request for Change.
 - Documentation of a communication plan for communicating Service Incidents.

- Primary URL, IP addresses and documentation for accessing supported Applications and Services.
- Documentation regarding planned maintenance windows, impact to environment Availability, and identified Client staff to be engaged in the approval process for Change Requests.
- Provide a centralized repository in the ITSM solution for co-management of the operations document.
- Participate in periodic and regularly scheduled planning sessions and conference calls not to exceed two (2) - one (1) hour sessions per week.

Escalations

- Escalation of unresolved Service Incidents or Service Requests should be directed to the Ellucian Lead.
- Service Incidents or Service Requests not resolved after initial escalation to the Ellucian Lead should be escalated to the Ellucian General Manager as appropriate.

Client Responsibilities

- Client will provide appropriate contact information to Ellucian and inform Ellucian immediately upon changes to customer contacts and contact medium.

Limitations

- The Service Desk does not replace or supplement the Ellucian Actionline Support Center.

Service Assumptions

The FTE level for Technology Support is based on the following assumptions:

- Except to the extent required or recommended by the applicable vendor, Client will not require software upgrades and patches to be applied more than two (2) times for given software Application Home, Database Home, Database Instance, Database, Operating System or Server.
- Except to the extent required or recommended by the applicable vendor, upgrades and patches which are not required for the Client's typical and reasonable business needs will not be applied. Typically, patches will be applied with "point releases" which contain a rollup of previously released patches. Upon Client request, a specific patch or point release may be applied within the regular Client change windows.

General Support and Incident Response Time Targets

Standard Hours of Support:

Work affecting non-production/pre-production systems or work which is deemed by Ellucian as non-mission-critical will be performed during Normal Business Hours.

Extended and After Hours Support:

Production work and work which is mission critical or relates to LMS interfaces and academic related software and SaaS services will be performed during Extended or After Hours as appropriate or needed.

Work to resolve incidents of "Priority 1" only will be performed "After Normal Business Hours" as appropriate or during "Normal Business Hours" as appropriate and as defined in the Target Response Metrics tables below.

Emergency Support:

Emergency support is provided 24x7x365 as defined in the Target Response Metrics tables below.

Priority Levels and Tiered Escalation Targets:

Active incidents are prioritized (Priority Levels 1-5) based on the scope of their impact (Site-Workgroup-Single User) and the urgency to the Client's operations (High-Medium-Low), as shown in the table below:

<u>URGENCY</u>	<u>IMPACT</u>		
	Site	Workgroup	Single User
High (Business cannot continue)	Priority 1	Priority 2	Priority 3
Medium (Workaround is available)	Priority 2	Priority 3	Priority 4
Low (Not urgent)	Priority 3	Priority 4	Priority 5

Impact – Certain Definitions:

Site: The incident is widespread and affects the entire Client Application environment.

Workgroup: The incident affects only a portion of the Application environment or a subset of the Applications. This includes incidents affecting non-production/pre-production systems.

Single User: The incident affects only a single user of the Client’s Applications. Single users performing tasks of strategic importance (as reasonably defined by Ellucian) may need to be assessed as Work Group incidents. In addition, incidents may initially be presented at the Single User level of impact and escalate to Work Group or Site levels as more information becomes available to Ellucian.

Urgency – Certain Definitions and Examples:

High (Business cannot continue): Users of the Applications are unable to produce any useful work product at this time due to either performance issues or full outage of the Application environment. Examples include:

- a. Client’s supported production system is down.
- b. Anomalies in the Client’s System that prevent Client from accessing the Applications.
- c. Client is unable to reach the login site of the Applications.
- d. Client’s supported Web Portal site is down.

Medium (Workaround is available): Users of the Applications are unable to function normally; however, the users can produce work product through means other than normal (e.g., using alternate hardware or software to do their work). Time required for users to complete normal tasks may be extended, but not to the extent that would be considered unreasonably high. Examples include:

- a. Loss of redundancy.
- b. Applications are not functioning normally for critical business processing.
- c. Network/Application response time degradation (not rising to Priority Level 1).

Low (Not urgent): Users of the Applications are able to function normally and produce useful work product. Events passing certain thresholds (e.g., high CPU utilization or low available HD space) or other issues that have the potential to rise to a higher level of urgency should be assessed as Low. Examples include:

- a. Bandwidth saturation.
- b. Client has reached/exceeded capacity thresholds.

Target Response Metrics:

Response times listed below reflect targets and are not (and should not be construed as) contractual obligations. Response time commitments do not imply, promise or guarantee a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which the Client will be contacted by Ellucian technicians after Service Desk triaging and routing the issue to either the Client’s onsite representative or Ellucian support. Ellucian technicians will begin triaging the request to seek a resolution of the issue once communication with the Client has been established to validate an incident and depending on the priority level as described below. Service requests received by the Service Desk after the Ellucian’s Normal Business Hours with a priority lower than that of a “Priority Level 1” will be responded to during the next business day. In the event an issue is identified as needing to be escalated or triaged to Client’s onsite representative or third-party vendor during times when the Client does not provide or has not contracted for onsite or third-party support, or when the Client is closed for business because of holidays, bad weather or

other events that would prevent referral of an issue to the next level of support, the referral will be made within the response times set below when the Client site is next open for business during Normal Business Hours.

Priority Level	Target Response Time (Normal Business Hours)	Notification Schedule
1	30 Minutes	Frequent updates after triage via email or phone until resolution and via ITSM incident management tool
2	60 Minutes	Updates via ITSM incident management tool
3	4 Hours	Updates via ITSM incident management tool
4	8 Hours	Updates via ITSM incident management tool
5	None	Updates via ITSM incident management tool

Priority Level	Target Response Time (After Normal Business Hours)	Notification Schedule
1	2 Hours	Frequent updates after triage via email or phone until resolution and via ITSM incident management tool
2	Next business day as defined under Normal Business Hours	Updates via ITSM incident management tool
3	Next business day as defined under Normal Business Hours	Updates via ITSM incident management tool
4	Next business day as defined under Normal Business Hours	Updates via ITSM incident management tool
5	None	Updates via ITSM incident management tool

Technology Baseline Environment

Changes from the Baseline. Material changes in the Technology Baseline Environment may result in the need for additional services. Ellucian will describe those services and provide a price for those services. If Client accepts, those new services will be added to the services provided. Alternatively, Client and Ellucian will agree to revise services levels or remove specific services to maintain the then current fees.

Baseline for this Statement of Work

Applications Supported	Production	Non-Production
Banner – All core baseline modules (i.e. General/Student/FA)	1*	1*
Ellucian - Solution Manager	1	-
Ellucian - Messaging Adaptor	1	1
Ellucian - Messaging Service	1	1
RabbitMQ Message Broker	1	1
Banner Event Publisher	1	1
Banner Enterprise Identity Service (BEIS)	1	1
Ellucian Banner Document Management	1	1
Banner Time Management	1	1
Ellucian – Degree Works	1*	1*
Ellucian – Ethos Identity	1*	1*
Ellucian – Touchnet Payment	1	1
Automic	1*	1*
Integrations/Third-Party Applications/Solutions Supported		
Ellucian - Ethos Integration (Integration Only)***	1	1
Ellucian – Experience (Integration Only)***	1	1
Ellucian – Intelligent Learning Platform Enterprise (Integration Only)***	1	1

* Denotes an application that has a Database and Database Instance that are supported within this Order Form.

** Denotes an application that has Database(s) and Database Instance(s) that are supported within this agreement. With the desupport of Luminis, customer should expect Ellucian to provide best effort support of Luminis to maintain its operational functionality and there should be no new component use nor expansion of the use of Luminis. Customer should identify a date to transition to Ellucian Experience to minimize reliance on a solution that has been identified for desupport.

*** Denotes no direct administration of Integration/Application/Solution, but customer should expect Ellucian to provide support for on premise applications or components that are critical to the health of this Integration/Application/Solution.

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 - Banner 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 - Banner Operational Support

- Corresponding Ellucian software solutions: Banner Student, Banner Financial Aid, Banner Human Resources, Banner Finance, Banner General
- Representative Operational Support Team expertise: Banner Administrative and Self Service page navigation; Banner product technical configuration; Oracle SQL and PL/SQL Programming; Banner PageBuilder development; Banner extensibility tools; Banner C, COBOL and Java programming; Evisions Argos or IBM Cognos 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.