



SAUK VALLEY COMMUNITY COLLEGE
("Client")

As of the latest signing date below, **ELLUCIAN COMPANY L.P.** and Client agree that the most recent underlying agreement between the parties related to licensing software, providing professional services and/or providing software support services or maintenance ("Agreement"), as applicable, will apply to the attached Order Form(s), each of which will constitute a separate and independent contract between the parties to the Order Form. "Ellucian" means, in each instance, the Ellucian entity that enters into an Order Form with Client. **By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for each of the attached non-cancelable Order Form(s). Except as amended by the Order Form(s), the terms of the Agreement remain unchanged and in full force and effect; any fees due under the Order Form(s) 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.**

Ellucian	Client
By: _____ <i>Authorized Signature</i>	By: _____ <i>Authorized Signature</i>
Name: _____ <i>Printed</i>	Name: _____ <i>Printed</i>
Title: _____	Title: _____
Date: _____	Date: _____

The later date of signature above is the "Execution Date" for each of the attached Order Forms.
Client's Billing Contact Information appears below.

Client
Billing Contact Information

Name: _____

Address: _____

City, State, Zip: _____



PERPETUAL SOFTWARE ORDER FORM

ELLUCIAN COMPANY L.P.

Client Information

Client Name: **SAUK VALLEY COMMUNITY COLLEGE**

Agreement The terms and conditions stated in the most recent software license agreement between the parties will apply to this Perpetual Software Order Form (“Order Form”).

Client is granted a license to use the software described in the Perpetual Software Table below conditioned upon payment of the Total Perpetual Software License Fee stated in the Perpetual Software Table.

PERPETUAL SOFTWARE TABLE: ¹

Description	Source Code Licensed? (yes/no)	Software Supplement	License Fee
Evisions FormFusion Solutions: <ul style="list-style-type: none"> Evisions FormFusion Enterprise Evisions FormFusion E-mail with Encryption Evisions FormFusion PL SQL Director Evisions FormFusion Banner Document Management Suite Integration 	No	None	Included
TOTAL PERPETUAL SOFTWARE LICENSE FEE:			\$38,972

Notes to Perpetual Software Table:

¹ The pricing contained in this Order Form is valid only if the Execution Date occurs on or before May 31, 2018.

Payment Terms - Perpetual Software License: For the software licensed pursuant to this Order Form, payment of the Total Perpetual Software License Fee is due on the Execution Date.



PROFESSIONAL SERVICES ORDER FORM

ELLUCIAN COMPANY L.P.

Client Information

Client Name: SAUK VALLEY COMMUNITY COLLEGE

Agreement The terms and conditions stated in the most recent underlying agreement between the parties for provision of Professional Services will apply to this Professional Services Order Form ("Order Form").

Ellucian agrees to provide to Client the Professional Services identified in the table(s) below for the fees set forth in the table(s) and on the terms and conditions set forth in the Agreement as modified by this Order Form. In performing the Professional Services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide. Ellucian will provide Client with the fixed fee services for the fees specified in the Fixed Fee Services Table below.

FIXED FEE SERVICES TABLE: 1

Table with 2 columns: Description, Fee (valid for 1 year). Rows include Evisions Installation Services (FormFusion/Intellecheck) for \$1,760 and a TOTAL FIXED FEE SERVICES FEE of \$1,760.

Notes to Fixed Fee Services Table:

- 1 The pricing contained in this Order Form is valid only if the Execution Date occurs on or before May 31, 2018.
2 For a more detailed description of these services, see the Statement of Work attached as Attachment A.

Payment Terms – Fixed Fee Services: Ellucian will invoice Client upon delivery of the fixed fee services listed in the Fixed Fee Services Table (above), and Client’s payment shall be due within thirty (30) days from the date of such invoice(s). These fixed fee services specifically exclude any responsibility on the part of Ellucian for providing any services other than those services specifically set forth above. Travel and living expenses are in addition to the Total Fixed Fee Services Fee and will be invoiced on a monthly, as provided/as incurred basis.

Payment Terms – Expenses and Other Charges: Travel expenses and living expenses are additional. Ellucian will invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice.

Project Assumptions

As applicable, the following assumptions will apply to Professional Services provided under this Order Form:

- Client will assign a project leader who will lead the project based on the mutually agreed-upon plan, lead the teams at the Client’s site, and be the main point of contact for Ellucian throughout the implementation.
Client will identify and provide access to the appropriate IT and application staff members to work with and assist Ellucian throughout the engagement. Client staff will have knowledge of their business area(s), provide relevant documentation, and complete preparation activities prior to all service engagements.
Services will be provided remotely unless otherwise determined during project planning.
Training provided by Ellucian follows a ‘train-the-trainer’ methodology for project teams, will be provided at a single site designated by Client for onsite training, and will limit all training and consulting sessions to no more than 12 participants per session unless otherwise stated in this Order Form.
Client will commit to changing/modifying business processes to conform to Ellucian recommended practices and Ellucian common business process models. Client is responsible for managing staff expectations around Ellucian recommended practices for staff, faculty and students.
Client will document processes, decisions and end user training materials unless otherwise indicated.

- Except as outlined in the Statement of Work, the development, modification, and/or completion of any rules, reports, integrations/interfaces, subroutines, and customizations is the responsibility of Client.
- Client will ensure that the software release on the Client system is up-to-date and all updates released by Ellucian have been loaded into the appropriate environments as required by the project. No major upgrades will be introduced into the environment during the course of the implementation except as agreed during project planning activities.
- Prior to the commencement of applicable services, Client will provide Ellucian access to applicable on-premise Ellucian Software, will have all necessary hardware onsite and operational, and have all required software installed, other than software to be installed by Ellucian.
- Client will provide Ellucian with access to appropriate software and functionality in compliance with Client's security and access policies and provide Ellucian access to their servers via a Virtual Private Network ("VPN") connection that is supplied by SecureLink. Client will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the service.
- All Professional Services to be provided hereunder are based on the implementation of the Baseline version of the Ellucian Software available as of the Execution Date.
- Any tasks, deliverables or services which are not described in this Order Form are out of scope and will not be provided by Ellucian.
- Any changes or additions to the scope of the mutually agreed upon Professional Services will be managed through the Ellucian Project Manager and Client's contact through a mutually agreed upon change order process.

Evisions Installation Services Scope of Work (“SOW”)

Overview

Ellucian will provide the following installation, training, and consulting services to Client in support of Client’s implementation of Evisions components in a 1 non-production environment. The installation services are delivered in phases as follows:

- Phase I: Organizational and Readiness Review; Project Planning.
- Phase II: Installation, Configuration, Verification, and knowledge transfer of the installation.

The services are delivered on a fixed fee basis.

Service Description

Engagement	High Level Tasks	Deliverables
Phase 1: Organizational and Readiness Review; Project Planning	Ellucian will review with Client the deployment and installation of the Evisions products consisting of FormFusion and IntelCheck. Client will utilize Evisions Software to enhance the output of format within Banner processing and reporting. The Evisions application will be implemented on Client’s servers. All work will be performed in 1 non-production environment prior to Client migrating to a production environment. Ellucian will be responsible for coordinating the resources and schedules for the services.	<ul style="list-style-type: none"> • Training to Client on installation and configuration of integration components.
Phase 2: Installation, Configuration, Verification, and Training	During the installation phase of the engagement, Ellucian will provide the following services: <ul style="list-style-type: none"> • Create Evisions database accounts; • Perform client-server/Web-based installation steps for FormFusion; • Perform client-server/Web-based installation steps for IntelCheck; • Test Evisions FormFusion base product; • Perform FormFusion post-installation testing; and • Provide post-installation report on installation services. 	<ul style="list-style-type: none"> • Post-installation Report

Service Assumptions

- Install the Evisions components in the designated non-production environment.
- Training to Client on installation and configuration of integration components.

Client Responsibilities

- Provide a designated non-production environment representative of the intended production environment for deployment of the Integration that is available for Ellucian to have access and required privileges for the duration of the engagement.
- Provide the appropriate resource(s) to assist with deployment of integration components and execute the test plan in the same designated non-production environment, and provide timely system support as needed to maintain operation and availability of the designated non-production environment.
- Develop and deliver test plan.
- Provide test data entered to the designated non-production environment according to the test plan.
- Install the components described herein into a production environment and, in this regard, make the determination as to the appropriate timeframe for this undertaking. Ellucian may provide advisory services during this part of the engagement.



SOFTWARE SUPPORT SERVICES ORDER FORM

ELLUCIAN COMPANY L.P.

Client Information

Client Name: **SAUK VALLEY COMMUNITY COLLEGE**

Agreement The terms and conditions stated in the most recent agreement between the parties for provision of Software Support Services will apply to this Software Support Services Order Form (“Order Form”).

In connection with the software identified in the Software Support Services Table 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 January 1 and ending December 31 through the Expiration Date specified below.

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

SOFTWARE SUPPORT SERVICES TABLE: ¹

Third Party Software @ Advantage Maintenance Level	Base Year Fee
Evisions FormFusion Solutions: <ul style="list-style-type: none"> • Evisions FormFusion Enterprise • Evisions FormFusion E-mail with Encryption • Evisions FormFusion PL SQL Director • Evisions FormFusion Banner Document Management Suite Integration 	Included
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE:	\$8,660

Notes to Software Support Services Table:

¹ The pricing contained in this Order Form is valid only if the Execution Date occurs on or before May 31, 2018.

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: (a) For the software described in the Software Support Services Table 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 first day of the next month following the Execution Date (“Commencement Date”) and continue through **December 31, 2022 (the “Expiration Date”)**, inclusive. The Total Base Year Software Support Services Fee stated above is the total that would be due from Client for Software Support Services fees for the initial full twelve (12) month period; however, Client shall pay a prorated portion of the Total Base Year Software Support Services Fee to cover the Software Support Services fees due hereunder from the Commencement Date through December 31, 2018. Client’s payment of the prorated portion of the Total Base Year Software Support Services Fee for the initial year Software Support Services fees is due on the Execution Date.

(b) For each subsequent Contract Year through the Expiration Date, Software Support Services fees will be specified by Ellucian in an annual invoice, may increase by not more than 6% over the amount payable for Software Support Services for the immediately preceding Contract Year, shall be due in full, in advance, on or before the start of the applicable Contract Year for which such Software Support Services fees are being remitted, and shall be paid within thirty (30) days of the date of invoice.

(c) 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 Client shall have notified Ellucian in writing of Client's intent not to renew Software Support Services following the Expiration Date for all of the software listed in the Software Support Services Table above, which written notification, in order to be of any force or effect, must be delivered to Ellucian 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 Client to Ellucian 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 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, 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, and shall be due and payable in full, in advance, on or before the start of the applicable Renewal Term Year for which such Software Support Services fees are being remitted.