



MANAGED SERVICES ORDER FORM - ADVISORY SERVICES

This Managed Services Order Form - Advisory Services (the "Order Form") is made by and between **ELLUCIAN COMPANY LLC** ("Ellucian") and Temple College ("Client"). This Order Form is subject to the terms and conditions of the most recent underlying agreement between the parties related to licensing software, providing professional services and/or providing software support services or maintenance, as applicable (collectively, the "Agreement"). This Order Form will constitute a separate and independent contract between the parties hereto.

In consideration of the fees payable under this Order Form, Ellucian agrees to provide 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		
Description ^{1,2}	Service Level	Fee
Advisory Services CRM Recruit	Level 1	Included
TOTAL MANAGED SERVICES FEE:		\$ 74,250

Notes:

¹ The Total Managed Services Fee specified in the Managed Services Table covers a "Managed Services Term" that will begin on September 1, 2026 (the "Commencement Date") and will end on August 31, 2027 (the "Expiration Date"). As used in this Order Form, the term "Contract Year" means a period of twelve (12) consecutive months ending on August 31, 2027.

² For a description of the specific scope of work to be provided by Ellucian under this Order Form, see Attachment A. For the avoidance of doubt, to the extent that the Statement of Work attached as Attachment A may describe separate Advisory Services available from Ellucian, Ellucian's obligation under this Order Form is to provide only such Advisory Services as are identified within the Managed Services Table above.

Following the Expiration Date specified herein, unless the parties have negotiated a new agreement or an extension of or modification to the terms hereof for continued delivery of Advisory Services post-Expiration Date, Ellucian shall be under no obligation to continue to provide such Advisory Services (and therefore Client shall have no prospective (new) liability for payment for such Advisory Services) post-Expiration Date. If the parties negotiate an extension of or modification to the terms hereof for continued delivery of Advisory Services, then the Managed Services Term shall be extended to include any such renewal Contract Year(s).

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 for the Total Managed Services Fee specified in the Managed Services Table on the Execution Date, and Client's payment of the Total Managed Services Fee shall be due thirty (30) days from the date of Ellucian's invoice.

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by 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.

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

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

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before August 31, 2026.

<u>Client Accounts Payable Contact Information:</u>
Name:
Address:
City, State, Zip:
Email Address:
PO# (if applicable)

**ATTACHMENT A
STATEMENT OF WORK**

MANAGED SERVICES

PURPOSE OF STATEMENT OF WORK

This Statement of Work ("SOW") details the Managed 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 Services under the Order Form to which this SOW is attached 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 Beginning Date and (20) business days following the Execution Date (as such dates are defined in the Order Form) to perform ramp up activities, such as planning and preparation (the "Preparatory Work"). Preparatory Work will be commenced by Ellucian after the Beginning Date. Depending upon the specific Beginning Date applicable under the Order Form, the Preparatory Work may prevent active consultation for the initial two weeks of the Term (as defined in the Order Form); however, no credit or reduction of fees will be provided to Client and no extension of the Term will apply in the event of overlap between the Preparatory Work and the Term. In the event of delays during the Preparatory Work, we will attempt to make-up time during the scope of the Term. As used herein, any reference to "Managed Services Term" shall have the same meaning as "Term" is defined in the Order Form.

MANAGED SERVICES – ADVISORY SERVICES - SCOPE OF SERVICES

Ellucian will designate one or more Advisors 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 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 to 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. Client must commit to the Advisory Service that Client has under contract for the duration of the contract.

Ellucian will provide the level of support that Client has under contract, pursuant to this Order Form, to perform the activities in this SOW. The Service Level of Support definitions section below describes separate Ellucian support levels; however, Client has purchased only the Support Level(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 to provide only the level of support identified in the Managed Services Table of the Order Form notwithstanding the broader description of all Service Levels of Support within this SOW.

Definitions

Service Level of Support	The contracted level of service, expressed as the service level in the Order Form
Support Team	The Ellucian service delivery team member(s) performing Service Activities included in this SOW.
Service Activity	Work performed by the Support Team. The available Service Activities that may be performed are defined in the section Service Activity Definitions of this SOW.

Ellucian Staffing

Ellucian will designate personnel for the roles defined in this Section.

Program Manager

During the Managed Services Term, Ellucian will:

- Designate a Program Manager to work with Client to establish an engagement roadmap, coordinate Service Team composition, monitor Client satisfaction, and to serve as a point of contact for questions and issues related to services provided in this Scope of Services. Effort by the Program Manager does not count towards the contracted Service Level Usage.
- Work performed, aligned to the engagement roadmap, will be delivered under mutually agreed upon timelines

The Program Manager will:

- Work with the Client to gain an understanding of the engagement objectives and goals, and create an engagement roadmap to be used by the Delivery Lead
- At a minimum, send a monthly engagement update email that includes progress towards the engagement roadmap, engagement utilization summary, and existing assignments
- Schedule recurring meetings with the Client to review engagement progress, review and update the engagement roadmap, identify additional resource requests, and address service delivery risks
- Schedule additional meetings and email updates as requested

Support Team

During the Managed Services Term, Ellucian will:

- Designate one Delivery Lead to coordinate Service Activities.
 - For contracts with a Service Level of Support of less than Level 2, the assigned consultant will also conduct the activities of the Delivery Lead and may be the only member of the Support Team.
- Assign Support Team members with skills included in the section Services Areas of Expertise.

A Delivery Lead will:

- Work with Client to review the engagement roadmap to gain understanding of their priorities, processes and challenges to be addressed by the Support Team
- Hold a regular conference call, up to once a week, with Client points of contact
- Team leadership for the Support Team
- Work with the Program Manager to mitigate scope and risks to the objectives defined in the roadmap

Additional Support Team Members

- Ellucian may designate additional members of the Support Team based on factors including, but not limited to, Client needs and associated skillset requirements, Ellucian staff availability, and Service Level of Support of this SOW.

Support Team Composition

Ellucian will designate Support Team members aligned with the needs identified by Client according to the Advisory Service the Client has under this contract. Client must commit to the Support Team composition for the duration of the contract.

If the designated Delivery Lead is out of the office for an extended period due to vacation or illness, then 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 Support Team member quickly and appropriately into the services process.

Service Levels of Support

This section defines the available support levels. As Support Team members perform Service Activities, their effort is measured as hours per week.

Levels of Service	Weekly Hours
Level 1	Up to 8 hours per week
Level 2	Up to 16 hours per week
Level 3	Up to 24 hours per week
Level 4	Up to 32 hours per week
Level 5	Up to 40 hours per week

Each service level tier includes a defined range of support per calendar month. These hours are allocated for use within the month and are intended to provide consistent, predictable access to services. Please note the following terms:

Monthly Allocation

A range of hours is made available each calendar month based on the selected service tier. The actual number of hours used may vary month to month but shall not exceed the upper limit of the defined range without prior agreement.

Non-Rollover Policy

Unused hours within the monthly range do not carry over to subsequent months. To maximize value, clients are encouraged to plan and utilize their hours within the designated month.

Service Activity Definitions

This section defines the available Service Activities.

Service Activity – Technical

Reporting support and development:

Assisting end-users with the use of ad hoc query and reporting tools; development and maintenance of reports, dashboards and reporting data sources associated with Ellucian solutions.

Operational data analysis and reconciliation:

Analysis of data from applications in support of business office operations. Assist Client in the reconciliation of data differences between applications.

Exclusion – reconciliations as part of financial aid operations are outside the scope of this SOW.

Programming activities:

Application programming activities including maintenance and development. In addition to changes to application source code, this includes scripting, process automation, workflows and extensibility development. Web mastering and content management.

Technical troubleshooting:

Investigating application errors to identify the root cause and recommend corrective action. This application-level troubleshooting does not include troubleshooting of database, middleware or network components.

Technical advisory services and technology consulting:

Advice, guidance, technology planning and architecture definition associated with technology.

Service Activity - Functional

Advisory services and functional consulting:

Advice and guidance on effective application configuration, usage and business processes. Analysis and recommendations on improving current state of application usage and associated business processes. Knowledge transfer to Client on effective practices.

Application functional troubleshooting:

Investigating application errors and data issues through the use of the application user interface and ad hoc query tools.

End-user application support:

Answering end-user questions on application usage; executing application security changes using the application user interface; executing application configuration changes based on end-user requests.

Exclusions Related to Service Activities

Ellucian is not a Third-Party Servicer as defined by the United States Department of Education and so Ellucian does not perform business process operations associated with financial aid.

Ellucian will not act as an agent of the institution by making decisions on behalf of the Client or making submissions of data or reports, to third-party or government agencies.

Ellucian will not interpret regulatory or legal requirements.

Exclusions for financial aid include any tasks that update student records manually, in batch, and/or via scripts or job schedulers (for example: awarding, packaging, disbursement, grouping, batch posting, etc.) in a production environment.

Exclusions for finance and accounts receivable include any tasks that update financial records manually, in batch, and/or via scripts or job schedulers in a production environment.

Exclusions for payroll include running the payroll process in a production environment.

Ellucian will not receive nor distribute funds on behalf of the Client. For example, financial aid awarding, cashing and payroll.

Application and database upgrades are not included in this contract.

During the Managed Services Term, Ellucian will:

- Host as needed conference calls each week, not to exceed the contacted Service Level of Support, with Client's points of contact
- Be reasonably accessible by telephone and/or email during Normal Business Hours
- 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
- Record and generate AI Summaries of conference calls. AI Summaries will be reviewed for accuracy and placed in Ellucian provided Client's folder.

Service Areas of Expertise

Areas of Expertise are knowledge domains for which Support Team members are reasonably available. Areas of Expertise may apply to one or more of the Service Activities.

Student (Banner or Colleague ERP)

Admissions recruitment relationships; recruiting prospective applicants; undergraduate applicants, relationships, and communication; graduate and professional applicants, relationships and communication; non-degree and continuing education students, relationships and communication; programs and curriculum; class scheduling; student registration; grades and academic standing; advising and withdrawals; auditing and awarding degrees; learning support; student billing and A/R...

Student Accounts Receivable (Banner or Colleague ERP)

Student billing; exemptions and waivers; third party contracts and installment plans; 1098 T processing; cashiering and reconciliation; refund processing; tuition and fees; delinquent accounts/collections.

Financial Aid (Banner or Colleague ERP)

Financial aid applications; packaging and disbursement; managing funds; student employment and federal/institutional work study; processing loans; satisfactory academic progress.

Finance (Banner or Colleague ERP)

Managing external interfaces; purchasing goods and services; accounts payable; fixed assets; managing the chart of accounts and journal entries; developing the annual budget; sponsor programs (pre and post award); endowments; non-student accounts receivable; travel and expense.

Human Resources (Banner or Colleague ERP)

Processing new hires and faculty contracts; position control; employee records; benefits administration; processing payroll; employee leaves; employee separations.

Programming

Colleague Envision; Colleague ELF; Experience custom cards; Banner PageBuilder; Banner Workflow; Ellucian Workflow; Atomic automation; ISE Job Scheduler automation; Oracle PL/SQL; Oracle Pro*C; Java; React.JS; Ellucian Data Connect; CSS; WordPress; Drupal; Microsoft .NET C#/VB;

Report Writing

Ellucian Insights reporting; Evisions Argos reporting; Entrinsik Informer reporting; Microsoft SSRS reporting; IBM Cognos reporting;

CRM Recruit

Student application form development, student application processing, application decision management, prospect marketing strategies, recruitment period roll-over, data import development and configuration, event and trip management, communication management, solution upgrade process, integration configuration, Constituency Experience (CX) configuration and maintenance, security administration.

CRM Advise

Student success score development, predictive and early-warning retention alert strategies, LMS integration and data utilization, retention and student services communication planning, event and case management,

data import development and configuration, solution upgrade process, integration configuration, Faculty and Student Constituency Experience (CX) configuration and maintenance, security configuration.

CRM Advance

Event registration forms, fundraising tracking and report development, event configuration management and tracking, donor communication planning, campaign communication planning, volunteer management, real time engagement scoring, campaign performance analytics, donor engagement, integration configuration, data import development and configuration, alumni engagement, endowment stewardship configuration, online contribution configuration. workflow development and maintenance, annual and planned giving setup, donor Constituency Experience (CX) configuration and maintenance, security configuration.

Degree Works

Scribing; audit worksheet functionality; exceptions, petitions, and waivers; transfer equivalency functionality; student educational planner functionality; the analytical capabilities of the software and related tools.

Service Operations

Where appropriate, Ellucian adheres to an Information Technology Infrastructure Library ("ITIL") framework for service transition and service operation. Ellucian will provide the following in support of service requests ("Requests").

- Deploy an ITIL-consistent Information Technology Service Management ("ITSM") tool that supports service request fulfillment.
- Deploy a self-service web portal for Client to use to create Requests and to view the status of open Requests.
- Provide necessary training to Client IT staff on the creation of Requests via the ITSM self-service web portal.
- Provide email notifications regarding status and progress of Requests.

Ellucian will consult with Client on the prioritization of Requests and perform work in a manner consistent with Client priorities.

Normal Business Hours are defined as Monday through Friday 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.

Service Activities are performed during Normal Business Hours. Ellucian acknowledges that there are situations where scheduled Service Activities may fall outside of Normal Business Hours, for example, production changes that must be completed outside of Client business hours to avoid Client disruption. For these situations, Service Activities may be performed outside of Normal Business Hours as mutually agreed to by Client and Ellucian.

If Service Activities require remote access by Ellucian to customer on-premise systems then that access will be via Lifeline as provided for in the LIFELINE SECURE SERVICE section of this SOW or comparable Ellucian-provided solution.

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; in the event that Client drops software support services for the corresponding 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 Support Team under contract;
- enter all service requests via this self-service web portal;
- complete a welcome questionnaire to establish the initial priorities;
- commit to the initial priorities identified on the welcome questionnaire;
- cooperate with Ellucian in providing timely and relevant information as requested by Ellucian;

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 SOW), by providing Ellucian a secure communication pathway staff into the Client's network.

The services in this section LIFELINE SECURE SERVICE apply if Ellucian access to Client's network is necessary to perform services in this SOW. If Ellucian access to Client's network is not necessary to perform services in this SOW then the services in this section LIFELINE SECURE SERVICE will not be provided.

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 a centralized directory service administered by Ellucian.

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.