



## **LICENSE EXCHANGE AND ENHANCEMENT ORDER FORM**

This Order Form is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **BUNKER HILL COMMUNITY COLLEGE** (the "Client"). This Order Form amends the General Terms and Conditions Agreement dated December 9, 1996 between the parties (the "Agreement"). Capitalized terms in this Order Form shall have the same meaning given to such terms within the Agreement unless redefined herein.

Under the Agreement, Ellucian granted Client a perpetual right of use for certain systems of software. Subject to the terms and conditions of the Agreement as modified by this Order Form, Client and Ellucian hereby terminate Client's license for the "**Terminated Perpetual Software**" identified in Exhibit 1 hereto in consideration for a license to use certain software, as identified in the **Subscription Software Table** below, on a term-of-years basis ("**Subscription Software**") and/or certain other software, as identified in the **Cloud Software Table** below, on a term-of-years, Ellucian cloud-provided basis ("**Cloud Software**"). Client is retaining its perpetual license to use certain other Continuing Perpetual Software (as that term is defined below), all subject to the terms and conditions of the Agreement as modified by this Order Form. Accordingly, Ellucian and Client, intending to be legally bound, agree as follows:

**Software Term.** For purposes of both the Subscription Software and the Cloud Software licensed under this Order Form, the "Software Term" consists of the period of time from the last day of the month of execution of this Order Form (the "Beginning Date") until June 30, 2027 (the "Expiration Date"). At the end of the Software Term (unless otherwise specified in the Documentation or this Order Form), Client's license to access and use the Subscription Software and the Cloud Software will automatically renew for consecutive Contract Years on a year-to-year basis extending the Expiration Date and the Software Term by a year each time, unless either party notifies the other in writing of its intent not to effect such renewal at least ninety (90) days prior to the then-current Expiration Date; automatic renewal beyond the Software Term will be subject to an increase of up to seven percent (7%) annually, for each such renewal Contract Year, in addition to applicable third party fee increase (if any), unless and until the parties execute a written amendment or subsequent order form for a committed renewal term.

**Termination of License for Terminated Perpetual Software.** Client's license to use the Terminated Perpetual Software is terminated thirty (30) days following the Beginning Date unless otherwise provided in Exhibit 1.

**Grant of Licenses Pursuant to This Order Form.** Licenses granted pursuant to this Order Form are for Client's internal use only and are subject to all use restrictions and limitations set forth in the Agreement and this Order Form, including referenced attachments. Ellucian grants Client a non-exclusive, non-transferable license to use the Subscription Software and Cloud Software, for Client's internal use, only during the Software Term specified herein, for the fees specified herein. Third party owners of Software licensed or provided for use by Ellucian are third party beneficiaries of this Order Form with regard to each such owner's respective products. Client acknowledges that Subscription Software that replaces the Terminated Perpetual Software has been delivered. Ellucian will provide the necessary process and procedure for Client's access to the Cloud Software within thirty (30) days of the Beginning Date.

**Continuing Perpetual Software.** Notwithstanding the termination of Client's license to use the Terminated Perpetual Software as provided for in this Order Form, Client has an ongoing license for use of certain other systems of software as more particularly identified in Exhibit 2 hereto (the "**Continuing Perpetual Software**"), as previously licensed between the parties.

**Continuing Cloud Software.** Notwithstanding the Client's license to use the Cloud Software as provided for in this Order Form, Client has an ongoing license for use of certain other Cloud Software as more particularly identified in Exhibit 3 hereto (the "**Continuing Cloud Software**"), as previously licensed between the parties.

SUBSCRIPTION SOFTWARE TABLE <sup>1,2</sup>	
Description	Fee
<b>Colleague Enterprise</b> (includes Communications Management, Demographics, Electronic File Programming (ELF), Cash Receipts, Facilities Profile, Scheduling & Staff Information, Accounts Receivable, General Ledger, Workflow Management System, Activities & Events, Studio) <b>Unrestricted Colleague Users for SQL Database</b> <sup>3</sup>	Included
<b>Colleague Student and Financial Aid</b> (includes Admissions, Degree Audit, Curriculum Management, Faculty Information, Academic Records, Registration, Student Refunds, EDI SPEEDE Transaction Sets, Admissions Application Interface (Electronic Application Utility), Workflow Definition Tool for Student, Campus Organization, Colleague Student Planning, Colleague Self-Service Financial Aid, Colleague Instant Enrollment, Colleague Retention Alert, Gradebook) <b>Residence Life</b>	Included
<b>Colleague Finance</b> (includes Accounts Payable, Purchasing, Workflow Definition Tool for Finance, Budget Management, Fixed Assets, Projects Accounting)	Included
<b>Colleague Human Resources</b> (includes Workflow Definition Tool for HR, Payroll, Position Management)	Included

CLOUD SOFTWARE TABLE <sup>1</sup>	
Description	Fee
<b>Ellucian Experience Premium</b> <sup>2,4</sup>	Included
<b>Ellucian Intelligent Learning Platform for Blackboard</b> <sup>2,5</sup>	Included
<b>Ellucian On Demand Training</b> • 25 Named User Licenses	Included

PAYMENT SUMMARY FOR SUBSCRIPTION SOFTWARE AND CLOUD SOFTWARE	
<b>TOTAL</b> (for the period from May 1, 2022 through June 30, 2022)	<b>\$71,013</b>
<b>TOTAL</b> (for Contract Year ending June 30, 2023)	<b>\$426,076</b>
<b>TOTAL</b> (for Contract Year ending June 30, 2024)	<b>\$438,859</b>
<b>TOTAL</b> (for Contract Year ending June 30, 2025)	<b>\$452,024</b>
<b>TOTAL</b> (for Contract Year ending June 30, 2026)	<b>\$465,585</b>
<b>TOTAL</b> (for Contract Year ending June 30, 2027)	<b>\$479,553</b>

**Notes to Subscription Software Table and Cloud Software Table:**

- <sup>1</sup> For a description of the product details and the terms of service, see [www.ellucian.com/contracts-and-documentation](http://www.ellucian.com/contracts-and-documentation).
- <sup>2</sup> Pricing in this Order Form allows for up to a tier threshold of 6,499 (the "Contracted FTE"). The annual fees shown in the Cloud Software Table do not include implementation/setup services.
- <sup>3</sup> **Unrestricted Use:** Client's "Unrestricted Colleague Users for SQL Database" license will grant the Client an unrestricted license for Colleague Users for SQL Database ("Users"). The "Scope of Use" includes use of the Software for Client's own internal purposes on Client's premises. The Scope of Use excludes use of the Software for either (i) support of an online university or (ii) acquired or divested entities not operating under Client's logo.
- <sup>4</sup> Client owns a license to Ellucian Mobile Platform Edition on-premise Software. Ellucian Experience Premium Cloud Software includes transition maintenance services pursuant to the Transition Scenario identified in the Ellucian Experience Premium Product Specification Documentation.
- <sup>5</sup> Client owns a license to Intelligent Learning Platform on-premise Software. Ellucian Intelligent Learning Platform Cloud Software includes transition maintenance services pursuant to the Transition Scenario identified in the Ellucian Intelligent Learning Platform Product Specification Documentation.

**Professional Services.** Ellucian agrees to provide Client with the Professional Services identified in the Professional Services Table below (the "Services"), for the additional fees set forth in that Table, on the terms and conditions set forth in the Agreement as modified by this Order Form. Where a number of hours is specified within this Order Form for Ellucian's delivery of Professional Services on a time and materials basis, the associated fees shown herein represent a good faith estimate based on the information available to Ellucian as of the Execution Date; the total fees payable for Professional Services may vary based on the actual number of hours of services required to complete

the services and the rate that is applicable during the period of Ellucian's delivery of the services. In performing its obligations with respect to services identified herein, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

PROFESSIONAL SERVICES TABLE			
Description <sup>1,2</sup>	Hours	Rate	Fee
Intelligent Learning Platform (ILP) 5 Implementation	8	\$259	\$2,072
Ethos Integration Essentials (On-Prem)	32	\$259	\$8,288
Colleague Project Management Services	4	\$259	\$1,036
Ellucian Experience Single Sign-on	Fixed Fee	Fixed Fee	\$7,000
Ellucian Experience Training and Planning	Fixed Fee	Fixed Fee	\$7,000
Ellucian Experience Toolkit Workshop	Fixed Fee	Fixed Fee	\$7,100
<b>TOTAL PROFESSIONAL SERVICES FEES:</b>			<b>\$32,496</b>

**Notes to Professional Services Table:**

- <sup>1</sup> For a description of the services identified in this Order Form, see the Statement of Work which may be downloaded at the following URL:  
<https://na11.springcm.com/atlas/Link/Document/22174/b76a2fba-dea0-ec11-9c47-d89d6716196d/094050c0-dea0-ec11-9c47-d89d6716196d>
- <sup>2</sup> For a description of the terms and conditions applicable to Professional Services, see the Ellucian Professional Services Terms and Conditions at [www.ellucian.com/contracts-and-documentation](http://www.ellucian.com/contracts-and-documentation)

**Invoicing.** Fees for Software Support Services, Subscription Software, and Cloud Software are payable on the basis of a "Contract Year" (consisting of twelve (12) consecutive months beginning July 1) during the Software Term unless otherwise provided herein or in the Exhibits hereto. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client:

- on an annual basis, in advance of each applicable Contract Year for Subscription Software and Cloud Software (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year depending upon the Execution Date);
- on an annual basis, in advance of each applicable Contract Year for Software Support Services fees applicable to the Continuing Perpetual Software (fees for the initial Contract Year will be invoiced on the Execution Date and may be prorated, if applicable, for a partial initial Contract Year depending upon the Execution Date);
- monthly on an as-incurred basis in arrears for all Professional Services to be performed on a time and materials basis as well as for reimbursable travel and living expenses and other applicable charges in accordance with the terms of the Agreement if Ellucian's performance of any Professional Services involves onsite delivery (unless the service rate(s) identified in the Professional Services Table indicate that travel and living expenses are included); and
- on the Execution Date for all Professional Services to be performed on a fixed fee basis;

**Payment Terms.** Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

**Publicity.** From time to time, in the ordinary course of business, Ellucian issues press releases and announcements regarding the completion of transactions with its customers and partners. As partial consideration for the products and services provided by Ellucian, Client agrees to provide Ellucian with reasonable and timely approvals of such press releases and announcements, including (where appropriate), the approval of quotations and acknowledgements to be included in such materials.

**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 this Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this 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****By:** \_\_\_\_\_  
*Authorized Signature***Name:** \_\_\_\_\_  
*Printed***Title:** \_\_\_\_\_**Date:** \_\_\_\_\_**Client****By:** John K. Pitcher  
John K. Pitcher (Aug 3, 2022 14:29 EDT)  
\_\_\_\_\_  
*Authorized Signature***Name:** John K. Pitcher  
\_\_\_\_\_  
*Printed***Title:** Vice President for Administration &  
Finance**Date:** 08/03/2022  
\_\_\_\_\_

**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 April 29, 2022.

**Client Accounts Payable Contact Information:****Name:** Rosa Varasso  
\_\_\_\_\_**Address:** \_\_\_\_\_**City, State, Zip:** \_\_\_\_\_**Email Address:** apayable@bhcc.edu  
\_\_\_\_\_**PO# (if applicable)** TBD  
\_\_\_\_\_**Client Cloud Software Provisioning Contact Information:****Name:** \_\_\_\_\_**Title:** \_\_\_\_\_**Email:** \_\_\_\_\_

**TERMINATED PERPETUAL SOFTWARE TABLE:** <sup>1</sup>

Description
Colleague Core
Colleague Student System
Colleague Finance System
Colleague Activities & Events
Colleague Campus Organization
Colleague Self-Service Financial Aid
Colleague Electronic Application Utility Annual License
Colleague Per User 0-200
Colleague Projects Accounting
Colleague SecuritySmith
Colleague Student Planning
Rocket Application Server 0-300 Partner

**Notes to Terminated Perpetual Software Table:**

- <sup>1</sup> Prior to the Execution Date of this Order Form to which this Exhibit 1 is attached, Client paid Ellucian certain fees as Software Support Services for the Terminated Perpetual Software, either under the Agreement or under a separate maintenance agreement ("Maintenance Agreement"). Client's obligation to pay Ellucian Software Support Services fees for the Terminated Perpetual Software identified in the Terminated Perpetual Software Table above is terminated as of the Beginning Date. Client will receive a credit for any prepaid Software Support Services for the Terminated Perpetual Software for the period commencing on the Beginning Date or will be billed for the Software Support Services for the Terminated Perpetual Software through the Beginning Date, as applicable.

**EXHIBIT 2**

**Ongoing Software Support Services.** Client will continue to pay Ellucian Software Support Services fees for the Continuing Perpetual Software as provided in the parties' existing underlying Maintenance Agreement through June 30, 2022. The parties agree following the Execution Date of this Order Form to amend, renew, and extend Software Support Services for the Continuing Perpetual Software (only) for a term commencing on July 1, 2022 through the Expiration Date ("Extended Maintenance Term"). During the Extended Maintenance Term applicable to the Continuing Perpetual Software identified below, Ellucian will continue to provide Software Support Services (including Maintenance) on the Continuing Perpetual Software in accordance with the terms and conditions of the Maintenance Agreement and Client will pay the fees specified in the Continuing Perpetual Software Table below annually, on the basis of a Contract Year. Absent any further amendment or extension with respect to continuing Software Support Services beyond the Expiration Date, Software Support Services fees for each subsequent Contract Year after the Expiration Date will be specified by Ellucian in an annual invoice and will increase over the immediately preceding Contract Year's fee by not more than seven percent (7%).

For a description of the terms of service applicable to Software Support Services for the Continuing Perpetual Software identified below, see [www.ellucian.com/contracts-and-documentation](http://www.ellucian.com/contracts-and-documentation).

**CONTINUING PERPETUAL SOFTWARE TABLE (PAID IN ADVANCE):** <sup>1</sup>

Description	Maintenance Level	Fee
Official Payment eCommerce	Advantage	Included
Synoptix 5-User Partner	Advantage	Included
Rocket RDBMS AE Users Partner <sup>2</sup>	Advantage	Included
<b>TOTAL (for Contract Year ending June 30, 2023)</b>		<b>\$18,788</b>
<b>TOTAL (for Contract Year ending June 30, 2024)</b>		<b>\$19,540</b>
<b>TOTAL (for Contract Year ending June 30, 2025)</b>		<b>\$17,154</b>
<b>TOTAL (for Contract Year ending June 30, 2026)</b>		<b>\$18,012</b>
<b>TOTAL (for Contract Year ending June 30, 2027)</b>		<b>\$18,913</b>

**Notes to Continuing Perpetual Software Table:**

- <sup>1</sup> In addition to the Continuing Perpetual Software listed in the table above, Client also has Software Support Services for the Unidata Unrestricted Colleague User Upgrade. By agreement of the parties following the Execution Date of this Order Form, the Software Support Services for the Unidata Unrestricted Colleague User Upgrade will be dropped on the Beginning Date. Client will receive a credit for any prepaid Software Support Services for the Unidata Unrestricted Colleague User Upgrade for the period from and after the Beginning Date or will be billed for the Software Support Services for the Unidata Unrestricted Colleague User Upgrade through the Beginning Date, as applicable.
- <sup>2</sup> By agreement of the parties following the Execution Date of this Order Form, the Software Support Services for Rocket RDBMS AE Users Partner will be dropped as of June 30, 2024. Accordingly, neither party shall owe the other any prospective obligations with respect to such Software Support Services beyond June 30, 2024.

**EXHIBIT 3**

**Continuing Cloud Software.** Client will continue to pay Ellucian subscription fees for the Continuing Cloud Software as provided in the parties' existing underlying cloud software agreement through June 30, 2022. The parties agree following the Execution Date of this Order Form to amend, renew, and extend Continuing Cloud Software (only) for a term commencing on July 1, 2022 through the Expiration Date. ("Extended Cloud Software Term") During the Extended Cloud Software Term, Ellucian will continue to provide Client access and use of the Continuing Cloud Software in accordance with the terms and conditions of the Agreement as modified by this Order Form and Client will pay the fees specified in the Continuing Cloud Software Table below annually, in advance, on the basis of a Contract Year. Fees for Continuing Cloud Software will be specified by Ellucian in an annual invoice issued at least thirty (30) days before the start of the applicable Contract Year, with payment due within thirty (30) days of the date of each such invoice. Absent any further amendment or extension with respect to the Continuing Cloud Software beyond the Extended Cloud Software Term, subscription fees for each subsequent Contract Year after the Extended Cloud Software Term will be specified by Ellucian in an annual invoice and will increase over the immediately preceding Contract Year's fee by not more than seven percent (7%).

For a description of the product details and terms of service, see the Product Specifications available at: [www.ellucian.com/contracts-and-documentation](http://www.ellucian.com/contracts-and-documentation).

**CONTINUING CLOUD SOFTWARE TABLE:**

Description	Maintenance Level	Fee
Ellucian Elevate	Subscription Advantage	Included
<b>TOTAL</b> (for Contract Year ending June 30, 2023)		<b>\$49,269</b>
<b>TOTAL</b> (for Contract Year ending June 30, 2024)		<b>\$50,747</b>
<b>TOTAL</b> (for Contract Year ending June 30, 2025)		<b>\$52,270</b>
<b>TOTAL</b> (for Contract Year ending June 30, 2026)		<b>\$53,838</b>
<b>TOTAL</b> (for Contract Year ending June 30, 2027)		<b>\$55,453</b>