

- 1.15 *“Production”* means the specific Applications (as well as the Database Instances, Databases, and Cloud Environment running the Applications) which are exclusively used as the single authoritative and “live” system the Client interacts with for transactional processing. Production excludes any and all testing, training and/or other non-live Application or environment instances.
- 1.16 *“Schedule A”* means the Schedule attached to this SOW as Schedule A and labeled “Service Configuration and Systems Inventory.”
- 1.17 *“Schedule B”* means the Schedule attached to this SOW as Schedule B and labeled “Service Level Agreement.” The Service Level Agreement is also referred to as the “SLA.”
- 1.18 *“Schedule C”* means the Schedule attached to this SOW as Schedule C and labeled “Standard Maintenance Windows.”
- 1.19 *“Schedule D”* means the Schedule attached to this SOW as Schedule D and labeled “Information Security Addendum.”
- 1.20 *“Service Incident”* means a disruption to normal service operations.
- 1.21 *“Service Request”* means a request by an authorized user for information, advice, access, role change or other inquiry that may facilitate a change to the current state of Client’s System or Cloud Environment.
- 1.22 *“Transition”* or *“Transition Services”* means and refers to the process of planning, directing and coordinating the migration of IT knowledge, systems, processes, data and capabilities from the Client and/or other third parties to Ellucian for delivery of the Applications.
- 1.23 *“VPN”* means an encrypted, secure virtual private network pathway used for the purpose of remote connectivity.

2. Delivery Environment.

- 2.1 Ellucian will deliver the Hosting Services from a Cloud Environment satisfying the requirements of the Applications hosted under this SOW. The Cloud Environment will align with the security controls and attributes set forth in the Information Security Addendum attached hereto as Schedule D.
- 2.2 Ellucian will be responsible for its own costs related to Ellucian’s use of the Cloud Environment.
- 2.3 Ellucian will be responsible for supplying licenses and functionality for the following items in the Cloud Environment:
 - a. Backup
 - b. Disaster Recovery
 - c. Internet connectivity
 - d. Load balancing
 - e. Monitoring
 - f. Operating Systems
 - g. Security Scanning

3. Hosting Services Functional Requirements.

- 3.1 Ellucian will host all Production and non-Production environments identified in Schedule A and all associated Applications. Ellucian will maintain active agreements and contracts with third party providers, as described in section 15 below, necessary to deliver the services scoped in this Addendum to Client.
- 3.2 Ellucian will provide Client storage for all Applications and associated Databases.

Client may request copies of Database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to Client for secure download on a monthly basis. Each Database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner.

9.2 **Disaster Recovery.** Ellucian will maintain a disaster recovery plan for the Production environments within the Hosting Services. If the primary Cloud Environment is damaged in whole or in part preventing Ellucian from securely delivering the Hosting Services, Ellucian will failover the primary Cloud Environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Hosting Services are declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the first transaction is lost or from the time the Hosting Services became unavailable. Ellucian will test its disaster recovery plan annually and will, upon Client's written request, provide Client with a summary of the most recent results. **Note:** Any Hosting Services downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined in Schedule B.

10. **Systems Monitoring.** Ellucian will monitor the Cloud Environment on a 24x7x365 basis.

10.1 Ellucian will monitor the Application components and the Cloud Environment for availability.

10.2 Client will allow Ellucian-based remote services monitoring and security tools reasonable access to the Applications.

11. **Standard External Interfaces for Integrations.** Installation and operation of supported Applications may require installation of third-party applications, which may require connectivity to environments external to Ellucian or Client networks. Only the following defined integration paths, integrations and interfaces will be installed and supported under this SOW: (i) those defined baseline integration paths, integrations and interfaces listed in Section 11.2 below (the "Baseline Integrations"); and (ii) any additional integrations and interfaces specifically listed in Schedule A.

11.1 As it relates to any external interfaces/defined third party integration services as described herein, Ellucian will:

- a. Open appropriate access to the Cloud Environment based on the requirements provided by Client. Access is provided via:
 - i. *Public Internet Access* – Used for Applications such as Portal and Self-Service.
 - ii. *Site-to-Site VPN* – A pair of VPN routers is configured, shipped, monitored, and maintained by Ellucian to provide encrypted access for administrative Application interfaces; as a network path for integrations to on-campus services; or for direct access to Database instances for Client programmers. The Site-to-Site VPN will be configured with industry standard encryption protocols.
- b. Support administrative connectivity to the Cloud Environment from defined IP addresses or IP network subnets with the following protocols as appropriate: HTTP (for non-sensitive/non-protected data only); HTTPS; FTPS; SSH.
- c. Maintain at least 1Gb/sec bi-directional datacenter connectivity to the Public Internet with diverse providers and physical entrances.
- d. Maintain Internet firewalls to protect the Applications from unwanted and inappropriate access. Firewalls shall be configured with a default deny rule for inbound traffic.

11.2 **Baseline Integrations** – The following are included as part of the Hosting Services:

Schedule B to Exhibit 1

Service Level Agreement

1. Coverage and Terminology.

This Service Level Agreement (the “SLA”) applies to the Production Applications supported under the SOW.

Availability: “Availability” means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the Production Applications are available for remote access by Client as measured by Ellucian pursuant to the Service Level Objectives defined in the Service Level Objective section below.

Measurement: Availability is measured as the ratio of actual Availability to expected Availability resulting in an “Achieved Availability” percentage. Achieved Availability is determined by calculating the aggregate minutes, during the periods the Production Applications are scheduled to be available (“Scheduled Uptime”), that the Production Applications are unavailable for use by Client (“Unscheduled Outage”), divided by the total aggregate minutes of scheduled Availability for the month which is Scheduled Uptime minus the time the Production Applications are scheduled to be unavailable with Client agreement (“Scheduled Downtime”), and rounded to the nearest 10th (tenth) unless otherwise indicated in the specific SLA definition. The “Achieved Availability” calculation is expressed as:

$$1 - (\text{Unscheduled Outage} / (\text{Scheduled Uptime} - \text{Scheduled Downtime}))$$

For the avoidance of doubt, the unavailability of the Production Applications as a result of scheduled maintenance and emergency maintenance windows will not be considered a service outage and will not give rise to Service Level Credits.

2. Service Level Objective.

Ellucian aims to achieve one hundred percent (100%) Availability for the Production Applications supported by the SOW. Subject to the terms in this SLA, Ellucian will provide ninety-nine and one half percent (99.5%) Availability for the Production Applications supported by the SOW.

A monthly Availability report will be made available within ten (10) business days following Client’s written request.

3. Service Level Credits.

Except under the conditions mentioned in the Conditions section below, if the Availability of the Production Applications is less than ninety-nine and one-half percent (99.5%), Ellucian will issue a credit (a “Service Level Credit”) to Client according to the following tables.

<i>Production Applications</i>	
Availability	Service Level Credit Issued by Ellucian *
>= 99.50%	None
99.00% - 99.49%	5% of applicable monthly fee
97.00% - 98.99%	10% of applicable monthly fee
95.00% - 96.99%	15% of applicable monthly fee
92.00% - 94.99%	20% of applicable monthly fee