



ORDER FORM

This Order Form (the "Order Form") is made by and between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT** ("Client"). This Order Form is subject to the terms and conditions of the Software License and Services Agreement between the parties dated November 26, 1991 (collectively, the "Agreement"). This Order Form will constitute a separate and independent contract between the parties hereto.

Software Term. The period commencing on the Beginning Date and continuing until the Expiration Date (each as specified in this Order Form) is the "Initial Software Term." Following the Initial Software Term (unless otherwise specified in the Documentation or this Order Form), Client's license to access and use the Software will automatically renew for consecutive Contract Years on a year-to-year basis (each a "Renewal Contract Year"), unless either party notifies the other in writing of its intent not to effect such a renewal at least ninety (90) days prior to the Expiration Date, or, for any Contract Year subsequent to the Expiration Date, at least ninety (90) days prior to the expiration of the then-current Contract Year. The Initial Software Term combined with any Renewal Contract Year(s) is referred to herein as the "Software Term."

CLOUD SOFTWARE			
Description ^{1,2}	Beginning Date	Expiration Date	Fee
Ellucian CRM Advise SaaS ³ Contracted FTE: 11,999	1 st day of the next month following the Execution Date	June 30, 2024	Included
Ellucian CRM Named Users <ul style="list-style-type: none"> • 120 Lite Named Users • 90 Standard Named Users • 10 Premium Named Users 	1 st day of the next month following the Execution Date	June 30, 2024	Included
On-Demand Training <ul style="list-style-type: none"> • 10 Named Users 	1 st day of the next month following the Execution Date	June 30, 2024	Included
TOTAL (for Contract Year ending June 30, 2022) (to be prorated)			\$82,071
TOTAL (for Contract Year ending June 30, 2023)			\$86,175
TOTAL (for Contract Year ending June 30, 2024)			\$90,484

Notes:

- ¹ For a description of the product details and the terms of service, see www.ellucian.com/contracts-and-documentation.
- ² The term "Contract Year" means each period of twelve (12) months commencing on July 1 and ending June 30 during the Software Term.
- ³ Client owns a license to Ellucian CRM Advise on-premise Software. Ellucian CRM Advise SaaS includes transition maintenance services pursuant to the Transition Scenario identified in the Ellucian CRM Advise SaaS Product Specification Documentation.

Invoicing. 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 Cloud Contract Year/License Year for Cloud Software, Subscription Software, and term-license subscription fees (such fees will be prorated for a partial Cloud 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 Order Form 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 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 By: _____ <i>Authorized Signature</i> Name: _____ <i>Printed</i> Title: _____ Date: _____	Client By: _____ <i>Authorized Signature</i> Name: _____ <i>Printed</i> Title: _____ Date: _____
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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 November 30, 2021.

Client Accounts Payable Contact Information:

Name: _____

Address: _____

City, State, Zip: _____

Email Address: _____

PO# (if applicable) _____

Client Cloud Software Provisioning Contact Information:

Name: _____

Title: _____

Email: _____