

SOFTWARE DEVELOPMENT MAINTENANCE SERVICES WORK ORDER

This Software Development Maintenance Work Order ("Work Order") amends the 2010 Master Software License, Services and Maintenance Agreement (2010 Master Agreement), as subsequently amended, between Ellucian Support, Inc. (hereinafter referred to as "Service Provider") and The State of Texas, acting by and through **Texas A&M University Corpus Christi** ("TAMU-CC"), an institution of higher education for the State of Texas, for and on behalf of the Texas Connection Consortium ("TCC") and the TCC Members ("TCC Member"). The Effective Date of this Work Order shall be the date identified as such below. Each term defined in the Agreement has the meaning given to that term in the Agreement whenever used in this Work Order. Certain other terms used in this Work Order are defined below.

TCC Member Name: **Collin College**

Software Development Maintenance Services

Additional Defined Terms

"Customization" means any Service Provider-developed changes to and/or creations of Source Code and/or Object Code and/or Data in compliance with a Software Development Functional Specification therefore, but without any other change whatsoever.

"Software Development Functional Specification" means that detailed specification that TCC Member and Service Provider will agree upon in each instance for a software development project, and from which Software Development Functional Specification Service Provider will generate the Source Code and/or Object Code and/or Data for such Customization.

"Customization Defect" means, in each instance, a material deviation between a Customization and its Software Development Functional Specification, for which Customization Defect TCC Member has given Service Provider enough information for Service Provider to replicate the deviation on a computer configuration which is both comparable to the computer configuration for which Service Provider created the Customization and which computer configuration is under Service Provider's control.

"Integration" means any Service Provider-developed integration composed of one or several components including (but not limited to) Source Code and/or Object Code and/or Data and/or Adapters/Connectors/Web Services/Application Programming Interfaces (APIs) in compliance with an Integration Specification therefore, but without any other change whatsoever. Without limiting the foregoing, for purposes of this Amendment, "Integration" means, in each instance only the (specific Integration description), as herein defined which are developed pursuant to the Integration Services set forth in this Work Order.

"Integration Defect" means, in each instance, a material deviation (as herein defined) between an Integration and its Software Development Functional Specification, for which Integration Defect TCC Member has given Service Provider enough information for Service Provider to replicate the deviation on a computer configuration which is both comparable to the computer configuration for which Service Provider created the Integration and which computer configuration is under Service Provider's control.

"Maintenance" means providing TCC Member with avoidance procedures for or corrections of Defects found during production use of the solution, as well as those that are reasonably necessitated by any subsequent general release version of the applicable Banner Baseline Component System for which the solution in question was created by Service Provider; however, Service Provider shall have no obligation to re-architect the solution to address: (a) changes in the specifications, structure or architecture of the solution in question; (b) in light of any new features, functions or developments that may be available as part of the subsequent general release version of the applicable Baseline Component System; or (c) changes in the underlying technology or architecture of the Baseline application to which the solution relates. Further, Software Development Maintenance Services shall not include retrofitting any solution for use with any Component

System to be released by Service Provider other than the Service Provider Banner Baseline Component System for which such solution was created. Still further, Software Development Maintenance Services does not include the creation of any integration and/or interfacing capabilities between the Baseline Component System for which the solution was created, and any other system. Any of the above conditions may require the payment of additional fees.

Maintenance Services

- a) For the fees payable hereunder and for each deliverable identified below in this Software Development Maintenance Work Order (each a "Deliverable"), Service Provider will, for a period of one (1) year beginning September 1, 2015 (the "Maintenance Term"), provide TCC Member with Software Development Maintenance services.
- b) For each Baseline Component System for which a deliverable identified in the Maintenance Table below was created, TCC Member will provide Service Provider with an estimated production schedule (which will be target dates only) as to when TCC Member expects to implement a new release of the Baseline Component System for which such deliverable was originally created. TCC Member will request Software Development Maintenance services to a release, a maximum of one (1) per "Maintenance Term" year, of the Service Provider Banner Baseline Component System ninety (90) days prior to TCC Member's required delivery dates but no sooner than the Service Provider expected release dates. However, any requests for additional Software Development Maintenance services or upgrades can be provided on a time and materials basis at a rate equal to Service Provider's then-current list price rate.

Service Provider Obligations

The Software Development Maintenance services will be comprised of:

- *Software Development Services Leader* – Service Provider will identify a leader who will serve as TCC Member's primary contact with Service Provider for the purposes of these Software Development Maintenance services.
- *Analysis, Design, and Coding* – Service Provider will maintain/upgrade the solution with the development standards used in the Baseline application to which the solution relates.
- *Unit and Integration Testing* – Service Provider will unit test and integration test the solution.
- *Delivery* – Service Provider will provide all the required delivery objects for the solution installation.
- *Documentation* – Service Provider will provide documentation for the solution in the form of:
 - Functional Specification
 - Technical Design Notes, as applicable

TCC Member Obligations

TCC Member will provide:

- *Project leader* – TCC Member will provide a contact that will work directly with the Service Provider Project Manager to assist and coordinate maintenance resource-related needs, such as meetings, TCC Member testing, and acceptance.
- *User acceptance testing for Software Development Maintenance* – TCC Member will conduct user acceptance testing of the Software Development Maintenance provision. TCC Member will have thirty (30) days from delivery by Service Provider of the Maintenance provision to perform acceptance testing and verify that the upgraded functionality continues to meet the requirements outlined in the functional specification (the "Acceptance Period"). Testing will be performed using a previously provided User

Acceptance Test Plan. TCC Member shall notify Service Provider in writing within the Acceptance Period of any non-compliance ("acceptance testing issue") of the Maintenance provision from its applicable software specification and user acceptance test plan and shall document such acceptance testing issue in reasonable detail (the "Failure Notice"). If TCC Member fails to provide a Failure Notice to Service Provider prior to the expiration of the Acceptance Period, the Maintenance provision will be deemed accepted by TCC Member. If TCC Member documents an acceptance testing issue, Service Provider will use commercially reasonable efforts to correct the issue and re-deliver the corrected Maintenance provision. TCC Member shall then have an additional fifteen (15) days from Service Provider's re-delivery to perform acceptance testing in accordance with the procedure described above. Acceptance of the Maintenance provision will be deemed to have occurred if and when TCC Member does not so advise Service Provider of continued non-compliance within the new fifteen (15) day testing period.

Maintenance Fees

Maintenance Table:

Deliverable	Maintenance Fee for Specified Term
Title: Banner Student Drop for Non-Payment Maintenance	Included
Total Maintenance Fee	\$25,137¹

Notes to Maintenance Table:

¹ Onsite support services in addition to Travel and living expenses are additional. TCC Member is advised that, without limitation, Service Provider personnel rendering services bill for travel time, preparation time, and follow-up time.

Payment Schedule

TCC Member will pay a one-time fixed services fee of \$25,137 by the Effective Date.

Onsite support services in addition to Travel and living expenses that are incurred by Service Provider personnel in the performance of the services described in this Software Development Maintenance Work Order will be invoiced by Service Provider and paid for by TCC Member monthly, as such expenses are incurred.

Custom solution Maintenance fees will be calculated annually. TCC Member shall pay each invoice to Service Provider by not later than thirty (30) days from the date of invoice. Late fees will be calculated based on the formula otherwise provided for in the Agreement. Requests for any additional support services beyond those set forth herein will be provided at Service Provider's then current rate under separate written agreement that is signed by both parties.

Terms and Conditions

Service Provider retains all rights, including, without limitation, ownership to all software solutions developed and supported under this Work Order. TCC Member will have a license to use the solution under the terms and conditions of the Agreement.

Cancellation or decommission of an individual solution by TCC Member during the Maintenance Term will not reduce the Total Fee for that Maintenance Term, unless specifically agreed to by Service Provider at the time of the cancellation.

Effective Date: September 1, 2015

(if not filled in, the Effective Date shall be the last date shown on the signature lines below)

Confirmed:

Collin College ("TCC Member")

Service Provider

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____