



MODERNIZATION ORDER FORM

This Order Form is between **ELLUCIAN COMPANY LLC** ("Ellucian") and Clackamas Community College (the "Client"). This Order Form amends the most recent underlying agreement between the parties related to licensing software, providing professional services and/or providing software support services or maintenance (the "Agreement"). Capitalized terms in this Order Form shall have the same meaning given to such terms within the Agreement unless redefined herein.

Pursuant to this Order Form, Client shall:

- (a) transition from its use of certain Software that Client has previously licensed from Ellucian (as identified in the **Transitioning Software Table** below (the "**Transitioning Software**") in consideration for a license to use certain other Software (as identified in the **Cloud Software Table** below) on a term-of-years, Ellucian cloud-provided basis (the "**Cloud Software**"); and
- (b) terminate its use of certain Software that Client previously licensed from Ellucian as identified in the **Terminating Software Table** (the "**Terminating Software**").

Accordingly, Ellucian and Client, intending to be legally bound, agree as follows:

Software Term. For the purposes of the Cloud Software licensed under this Order Form, the period commencing on the Beginning Date(s) and continuing until the Expiration Date(s) (as specified in this Order Form) is the "Software Term." In the event that the parties have agreed to delay Client's use of and access to certain Cloud Software, the Beginning Date(s) and Expiration Date(s) applicable to such Cloud Software will be identified separately in the Cloud Software Table below, and as to such delayed Cloud Software, the Beginning Date may be amended to an earlier date upon agreement of the parties, in writing, in which event Ellucian will invoice Client the pro-rated subscription fee(s) due from Client for any such adjustment. At the end of the Software Term (unless otherwise specified in the Documentation or this Order Form), this Order Form will automatically renew for successive periods of twelve (12) months, at Ellucian's then-current rates unless either party provides written notice to the other party at least ninety (90) days prior to the commencement of the applicable renewal term. Ellucian shall provide Client with current rates in writing at least one hundred twenty (120) days prior to the commencement of the applicable renewal term.

Transition from Transitioning Software to Cloud Software. Commencing on the Beginning Date applicable to the Colleague SaaS Cloud Software under this Order Form (hereinafter, "ERP Cloud Software"), Client will transition from its use of the Transitioning Software to use of the ERP Cloud Software. For the avoidance of doubt, Client has a continuing license to use the Transitioning Software in accordance with the terms and conditions contained in the Agreement during the Transition Period, as defined herein, conditioned upon Client's payment of fees for such Transitioning Software as provided herein. Client's license to use the Transitioning Software and Client's obligation to pay fees for same will terminate on the Transition Period End Date (as defined below). For the avoidance of doubt, if the Transition Period End Date has not occurred by the Transition Fee End Date (as specified below in the Transitioning Software Table), Ellucian's obligation to provide and Client's obligation to pay fees for the Transitioning Software will automatically renew and extend through the Transition Period End Date (only) subject to Ellucian's then-current annual escalation.

CLOUD SOFTWARE TABLE		
Description ^{1,2}	Beginning Date	Expiration Date
Colleague SIS SaaS (includes Student & Financial Aid, Application for Admission functionality; Unified End-User Experience across Desktop and Mobile via Single-Pane-of-Glass Solution; SaaS Data Lake with Embedded Reporting and Enhanced BI Capabilities (w/2TB data storage), Extensibility Framework and Low-Code Tooling leveraging Ethos, Experience SDK, and Data Connect; Self-Service Data Administration; Intelligent Processes) Colleague Finance and HR SaaS Intelligent Learning Platform (ILP) - LMS for Blackboard	December 1, 2025	June 30, 2031
On-Demand Training (ODT) - (25) Named Users	December 1, 2025	June 30, 2031

Ellucian Insights Enterprise Extensibility	December 1, 2025	June 30, 2031
Ellucian SmartPlan ³	July 1, 2026	June 30, 2031
Ellucian Award ³	July 1, 2026	June 30, 2031

PAYMENT SUMMARY FOR CLOUD SOFTWARE	
PRORATED FEE (for partial Contract Year ending June 30, 2026)	\$337,793 ⁴
TOTAL (for Contract Year ending June 30, 2027)	\$701,902 ⁵
TOTAL (for Contract Year ending June 30, 2028)	\$729,978 ⁶
TOTAL (for Contract Year ending June 30, 2029)	\$759,177
TOTAL (for Contract Year ending June 30, 2030)	\$789,545
TOTAL (for Contract Year ending June 30, 2031)	\$821,126

Notes to Cloud Software Table:

¹ For a description of the product details and the terms of service, see www.ellucian.com/contracts-and-documentation.

² Pricing in this Order Form allows for up to a tier threshold of 3,499 (the "Contracted FTE"). The annual fees shown in the Cloud Software Table do not include implementation/setup services.

³ The Beginning Date may be amended to an earlier date upon agreement of the parties, in writing, in which event Ellucian will invoice Client the pro-rated subscription fee(s) due from Client for any such adjustment.

⁴ Ellucian will issue a one-time credit in the amount of \$162,778 to be applied to Client's account for use towards the initial (partial) Contract Year Cloud Software subscription fees (i.e., for the period from December 1, 2025, through June 30, 2026. Ellucian's obligation to provide credit(s) under this Order Form is conditioned on an Execution Date on or before November 28, 2025 and is further conditioned on Client remaining current on all fees payable to Ellucian under the Agreement; for the avoidance of doubt, any and all credits issued under this Order Form may only be applied to the subscription fees described herein and may not be applied to any other fees for software, services, or subscription agreement(s) between the parties.

⁵ Ellucian will issue a rolling credit in the amount of \$20,777 per month for the period from July 1, 2026, through the June 30, 2027.

⁶ Ellucian will issue a rolling credit in the amount of \$22,231 per month for the period from July 1, 2027, through the earlier of June 30, 2028, or Client's live production use of the ERP Cloud Software.

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 ^{1,2,3}	Hours	Rate	Fee
Colleague SaaS Enterprise Modernization	Fixed Fee	Fixed Fee	\$478,000
Colleague Integration Strategy Planning	Fixed Fee	Fixed Fee	\$15,350
Ellucian Strategic Business Alignment Engagement - Colleague	Fixed Fee	Fixed Fee	Included
Colleague Finance Budget Management	16	\$247	\$3,952

Colleague Finance Fixed Assets	16	\$247	\$3,952
Colleague Finance Projects Accounting	12	\$247	\$2,964
Colleague Student Retention Alert	40	\$247	\$9,880
Colleague Human Resources/Payroll Assignment Contracts	20	\$247	\$4,940
Colleague Human Resources/Payroll Position Management	22	\$247	\$5,434
SmartPlan Implementation	Fixed Fee	Fixed Fee	Included
Award Implementation	Fixed Fee	Fixed Fee	Included
Extensibility Technical Office Hours	Fixed Fee	Fixed Fee	\$73,170
Ellucian Intelligent Processes Business Process Consulting- High	Fixed Fee	Fixed Fee	\$14,170
Colleague Report Mentoring	100	\$247	\$24,700
Colleague Student Admissions Application Import	32	\$247	\$7,904
Ethos Data Connect Workshop	Fixed Fee	Fixed Fee	\$11,610
Ethos Connected Partner Support	15	\$247	\$3,705
Colleague Solution Architect	80	\$247	\$19,760
Colleague Technical eCommerce Support	32	\$247	\$7,904
Colleague Technical Active Directory/LDAP Integration	88	\$247	\$21,736
Colleague SaaS Pass ⁴	Fixed Fee	Fixed Fee	\$15,616
Colleague Project Management Services	243	\$247	\$60,021
TOTAL PROFESSIONAL SERVICES FEES:			\$784,768

Notes to Professional Services Table:

¹ 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://ellucian.box.com/s/0s93ic1zikstsbxv5a11jrpq411ejxrg>

² 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.

³ The fees for the fixed fee services identified in the table above covers Ellucian's delivery of such services over a period of up to twenty-four (24) months following the Beginning Date applicable to ERP Cloud Software (the "Delivery Period"). In the event that the fixed fee services are not completed by the end of the Delivery Period, through no fault of Ellucian, additional monthly fees of not more than seven percent (7%) of the total for the fixed fee services package will apply beginning on the first day of the third month following the Delivery Period and will continue, on a monthly basis, until such time as Client is in live, production use of the ERP Cloud Software. The total payable for fixed fees will be invoiced monthly as provided below.

⁴ With respect to Colleague SaaS Pass as identified in the table above, for a period of only two (2) years commencing on the Beginning Date applicable to ERP Cloud Software, Ellucian will provide Client with a set number of seats and access to certain pre-determined public classes as further described in the Ellucian Instructor Led Training ("ILT") product specification sheet available at www.ellucian.com/contracts-and-documentation.

Transitioning Software Fees during Transition Period. Commencing on the Beginning Date applicable to ERP Cloud Software, the fees for Software Support Services payable by Client with respect to the Transitioning Software will be reduced, prospectively, to the fees identified in the table below (fees for the initial Contract Year may be prorated, if applicable, for a partial initial Contract Year). Client will be entitled to receive Software Support Services on the Transitioning Software at this reduced rate during the period of Client's transition from the Transitioning Software to Client's live, production use of the ERP Cloud Software (the "Transition Period"). In this regard, Client must provide Ellucian with at least thirty (30) days prior written notice of its intent to use the ERP Cloud Software in a live, production environment, signifying the end of the Transition Period. Upon receipt of such written notice from the Client, Ellucian shall terminate Software Support Services on the Transitioning Software (only), effective on the first day of the next month following the end of such thirty (30) day notice period (the "Transition Period End Date"); thereafter, Ellucian shall be under no obligation to provide Software Support Services (and therefore Client shall have

no further obligation to pay for Software Support Services) for the Transitioning Software following the Transition Period End Date. If Client has prepaid Software Support Services fees for the Transitioning Software for any period of time from and after the Beginning Date, Ellucian will issue a credit to Client for any prepaid Software Support Services fees in excess of the fees stated below (prorated, if applicable, for a partial Contract Year) and such credits will be applied toward the subscription fees payable hereunder for the ERP Cloud Software.

Customizations and Modifications to the Transitioning Software. Client acknowledges that it may need to adapt processes and software solutions for any customizations and modifications that will not be available through the ERP Cloud Software. In addition, in order to use the ERP Cloud Software, all integrations between the ERP Cloud Software and other software solutions must be supported by Ellucian for an ERP Cloud Software deployment.

TRANSITIONING SOFTWARE TABLE: ¹			
Description	Maintenance Level	Entitlement Type	Payment Type
Colleague: • Core Colleague • Data Defense • Campus Organization • Electronic Application	Advantage	Maintenance	Advance
Colleague: • Student • Self-Service Financial Aid • Student Planning • Degree Audit • EDI Speede	Advantage	Maintenance	Advance
Colleague: • Human Resources • Payroll • HR Workflow Definition Tool	Advantage	Maintenance	Advance
Colleague Finance	Advantage	Maintenance	Advance
Colleague Employment Actions	Advantage	Maintenance	Advance
Colleague Per User 0-200	Advantage	Maintenance	Advance

PAYMENT SUMMARY FOR TRANSITIONING SOFTWARE ²	
TOTAL (for Contract Year ending June 30, 2027)	\$249,323
TOTAL (for Contract Year ending June 30, 2028)	\$266,776

Notes to Transitioning Software Table:

¹ Anticipated Transition Fee End Date: June 30, 2028.

² Fees for Transitioning Software reflect a fifty percent (50%) reduction.

Software Support Services Fees for Terminating Software and Continuing Software. Except as modified by this Order Form, Client will continue to pay Ellucian Software Support Services fees for the Terminating Software and Continuing Software as provided in the parties' existing underlying maintenance agreement. The parties hereby amend, renew, and extend Software Support Services for the Terminating Software and Continuing Software identified below for a term commencing on the Beginning Date through the Expiration Date, each as specified in the table(s) below (the "Extended Maintenance Term"). During the Extended Maintenance Term applicable to the Terminating Software and Continuing Software identified below, Ellucian will continue to provide Software Support Services (including Maintenance) on the Terminating Software and Continuing Software in accordance with the terms and conditions of the Agreement and Client will pay the fees specified in the table(s) below annually, on the basis of a Contract Year. Absent any further amendment or extension with respect to continuing Software Support Services for Terminating Software and Continuing Software beyond the Extended Maintenance Term, Software Support Services fees for

each subsequent Contract Year after the Extended Maintenance Term will be specified by Ellucian in an annual invoice and will increase at Ellucian's then-current rates.

For a description of the Maintenance Standards applicable to Software Support Services for the Terminating Software and Continuing Software identified below, see www.ellucian.com/contracts-and-documentation.

TERMINATING SOFTWARE TABLE:				
Description	Maintenance Level	Payment Type	Beginning Date	Expiration Date
PAYPAL ECOMMERCE INTERNET TRANSACTIONS	Advantage	Advance	July 1, 2026	June 30, 2028
Rocket APPLICATION SERVER 0-200	Advantage	Advance	July 1, 2026	June 30, 2028
TOTAL (for Contract Year ending June 30, 2027)				\$39,921
TOTAL (for Contract Year ending June 30, 2028)				\$42,715

Terminations. For the avoidance of doubt, the following products/services are terminating as of June 30, 2026.

Description	Entitlement Type
Ellucian Elevate	Subscription Advantage

Invoicing. Ellucian's obligation to provide credits (if any) under this Order Form is conditioned upon Client remaining current on all fees payable under the Agreement. Fees for Software Support Services 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. 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 Cloud Software (fees for the initial Contract Year will be invoiced on the Execution Date and are prorated for a partial initial Contract Year);
- 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);
- in twenty-four (24) successive monthly installments for all Professional Services to be performed on a fixed fee basis unless otherwise provided herein, commencing on the 1st day of the next month following the Beginning Date applicable to ERP Cloud Software. The initial monthly installment amount shall be \$25,352 and each monthly installment thereafter shall be \$25,329; and
- on an annual basis, in advance of each applicable Contract Year for Software Support Services fees applicable to the Transitioning Software, Terminating Software, and Continuing Software (fees for the initial Contract Year will be invoiced on the Execution Date and are prorated for a partial initial Contract Year).

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).

The Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. If any terms of this Order Form conflict with any other terms of the Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form. **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	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 November 28, 2025.

<u>Client Accounts Payable Contact Information:</u>	<u>Client Cloud Software Provisioning Contact Information:</u>
Name:	Name:
Address:	Title:
City, State, Zip:	Email:
Email Address:	Client Shortname:
PO# (if applicable)	(12 character maximum)