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ellucian

ATTACHMENT A-121013-P09
PERPETUAL TERM SOFTWARE

Palo Verde College and Ellucian Inc. (formerly named Datatel, Inc. and hereinafter referred to as "Ellucian") agree on this _____ day of _____, 2013, that subject to the Ellucian General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Ellucian will license to Palo Verde College and Palo Verde College will accept license of the following software programs/modules and related documentation (the "Software").

Perpetual Term Software	
Description	**Price**
Student Planning	$49,000
Subtotal	**$49,000**
Palo Verde College Degree Audit Credit	**($14,725)**
Palo Verde College eAdvising Credit	**($7,000)**
Palo Verde College Discount[1]	**($2,728)**
Total Software	**$24,547**

[1] Discount applies only if contract is executed on or before December 27, 2013.

Software License Fee DUE ON CONTRACT EXECUTION.....$24,547
Sales Tax is additional and is to be remitted as applicable to each payment . Please submit a copy of your tax exempt certificate if applicable.

Ellucian Inc.		**Palo Verde College**	
By:	DocuSigned by: Joan Haynes C9EBE03229324DF... *Authorized Signature*	**By:**	*Authorized Signature*
Name:	Joan Haynes *Printed*	**Name:**	*Printed*
Title:	Director of Contracts Administration	**Title:**	
Date:	12/10/2013	**Date:**	

Note: Palo Verde College acknowledges that any software purchased or licensed in this contract may require one or more third party software licenses and that use of such software is subject to the various third party licensing requirements which Palo Verde College has previously accepted. This contract hereby confirms your continued acceptance and compliance with the terms and conditions of Palo Verde College's Ellucian software license(s) and those certain third party license(s).

Email signed contract to: clientsalesorders@ellucian.com or Fax signed contract to: 703-968-4564

ellucian

ATTACHMENT C-121013-P09
EXTENDED SERVICES

Palo Verde College and Ellucian Inc. (formerly named Datatel, Inc. and hereinafter referred to as "Ellucian") agree on this _____ day of _____, 2013, that subject to the Ellucian General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Ellucian will provide services (the "Services") to Palo Verde College and Palo Verde College will purchase stated Services during a period of twelve (12) consecutive months (the "Term").

Summary of Proposed Estimated Professional Services		
Service Description	**Consulting Hours @ $250/hr**	**Estimated Retail Fee**
Student Planning	48	$12,000
Total Estimated Professional Services	**48**	**$12,000**

Notes:
Ellucian staff travel and living expenses are not included in the fee amounts provided in the table above, and will be billed as incurred.

Basic Assumptions

- Standard Professional Services policies apply. These can be found at http://clients.datatel.com/education/education/policies.cfm.
- Palo Verde College's project leader will lead this project at the institution site and will be the main point of contact for Ellucian throughout the implementation.
- The Ellucian Project Manager will serve as Palo Verde College's primary point of contact at Ellucian.
- Ellucian's proposed level of effort for this project is based on the information provided as of the execution of this Attachment. If items found through the Discovery phase vary, any changes or additions to the scope of the mutually agreed upon Services will be managed through the Ellucian Project Manager and Palo Verde College's contact.
- Palo Verde College will provide Ellucian with the level of cooperation and assistance such that Ellucian is able to render the Services and complete the project as described in this Attachment including, but not limited to, the assignments by the Palo Verde College of appropriate key staff to assist with the project. Palo Verde College's assigned staff will be expected to participate in certain agreed upon training and consulting sessions, and to provide such other support and assistance as are described in this Attachment and/or project plan, and as reasonably requested by Ellucian.
- All work associated with this project will be developed for latest Colleague and Envision Releases.
- The delivery method of each service is assumed to be remote unless explicitly stated as onsite. If Palo Verde College wishes to have additional Services performed onsite, they will be responsible for all costs associated to travel as well as additional services fees.

Basic Client Responsibilities

- Palo Verde College will provide Ellucian consultants with access to appropriate software and functionality in compliance with the institution's security and access policies.
- Palo Verde College is required to provide Ellucian access to their servers via Securelink.

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- Palo Verde College will identify and provide access to the appropriate staff members to work Ellucian throughout the implementation process.
- Palo Verde College staff will attend training/workshops/consulting engagements when scheduled. Recommended attendees (by function/role) will be defined prior to all training dates.
- Palo Verde College staff will have completed preparation activities prior to all training/workshops/consulting engagements.
- Palo Verde College will identify and provide access actual person/student/faculty/staff records to be used for testing within Palo Verde College's Colleague environments on Palo Verde College's servers.
- Palo Verde College IT staff will create security classes based on information and guidance provided by the Ellucian consultant.
- Palo Verde College must have all necessary hardware onsite, maintained, current and operational.
- Palo Verde College must have required software installed, other than software to be installed by Ellucian, as specifically scoped herein.
- Palo Verde College will ensure that the software release on their system is up-to-date and all patches released by Ellucian have been loaded into the Live and Test environments as specified for installation and operation
- Palo Verde College will document processes, decisions and end user training materials.
- Palo Verde College will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the Services.
- Palo Verde College will test all delivered functionality/configurations/set-up in a mutually agreed upon timeline.

Service Fees DUE AS DELIVERED $12,000
Sales Tax is additional and is to be remitted as applicable to each payment . Please submit a copy of your tax exempt certificate if applicable.

Ellucian Inc.		**Palo Verde College**	
By:	DocuSigned by: Joan Haynes C9EBE03229324DF... *Authorized Signature*	**By:**	*Authorized Signature*
Name:	Joan Haynes *Printed*	**Name:**	*Printed*
Title:	Director of Contracts Administration	**Title:**	
Date:	12/10/2013	**Date:**	

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ATTACHMENT D-121013-P09
ENHANCEMENT AND SUPPORT SERVICES

Palo Verde College and Ellucian Inc. (formerly named Datatel, Inc. and hereinafter referred to as "Ellucian") agree on this _____ day of _____, 2013, that subject to the Ellucian General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Ellucian will provide enhancement and support services (the "Services") to Palo Verde College and Palo Verde College will purchase stated Services. The annual Renewal Date is July 1st. The first year of this Agreement, the maintenance fee shall be prorated from the date of this Agreement.

Description	Price
Student Planning	$12,250
First Contract Year Fee[1]	**$12,250**

(1) The "Partial Year Payment Amount" is the First Contract Year Fee set forth in the Maintenance Table above prorated for the period beginning on the Execution Date and ending on June 30, 2014. The Partial Year Payment Amount is due on the Execution Date. Thereafter improvement fees will be specified by Maintenance Provider in an annual invoice, payable yearly in advance, and will be provided at rates equal to Maintenance Provider's then-current list price rates for the Improvements at issue.

Maintenance fees for Degree Audit and eAdvising will discontinue at contract execution. Any prepaid maintenance fees for Degree Audit and eAdvising will be credited toward Student Planning maintenance fees which will commence at contract execution.

Ellucian Inc.		**Palo Verde College**	
By:	DocuSigned by: Joan Haynes C9EBE03229324DF... *Authorized Signature*	**By:**	*Authorized Signature*
Name:	Joan Haynes *Printed*	**Name:**	*Printed*
Title:	Director of Contracts Administration	**Title:**	
Date:	12/10/2013	**Date:**	

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