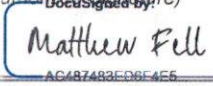


OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed) Ellucian Company L.P.	XXXXXXXXXX FEIN#: 45-3767548
By (Authorized Signature)  AC487483E08E4E5	Date Executed 9/14/2023
Printed Name and Title of Person Signing Matthew Fell, Sr. Director and Assistant Treasurer	[Not used]

Renewal Quote -- Horry-Georgetown Technical College¹

This is not an invoice

Renewal Number: 00124024.0

Renewal Quote is valid through 8/13/23
or contract expiration (whichever occurs first)

	Period Ending	For the period October 1, 2023 - September 30, 2024		
		1 Year @ 7%	3 Years @ 6%	5 Years @ 5%
Subscription Paid in Advance	30-Sep-23			
Ellucian Experience Premium		\$41,644	\$44,559	\$43,726
Grand Total		\$41,644	\$44,559	\$43,726

These tables show the total payout for each option, and the savings realized from a multi-year renewal compared to extending year-to-year.

Period Ending	Total Payout for each Term			Savings for each Term vs. extending Yr-to-Yr	
	1 Year	3 Years	5 Years	3 Years	5 Years
30-Sep-24	\$44,559	\$44,143	\$43,726	\$416	\$833
30-Sep-25	\$47,678	\$46,791	\$45,913	\$887	\$1,766
30-Sep-26	\$51,016	\$49,599	\$48,208	\$1,417	\$2,808
30-Sep-27	\$54,587		\$50,619		\$3,968
30-Sep-28	\$58,408		\$53,149		\$5,258
	\$256,248	\$140,533	\$241,615	\$2,720	\$14,633

¹ In addition to the items listed in the table above, Client also has the following:

CRM Recruit subscription expiring 10/31/23.

Ellucian ILP subscription expiring 08/31/25.

Ellucian offers renewal options to lower the one year default escalation rate by renewing for multiple years. The above quote shows the savings realized with a multi-year commitment when compared to extending year-to-year.

The products in the table(s) reflect only those that have an expiration date of **September 30, 2023**. If your institution has any additional agreement, including but not limited to a multi-year agreement, product(s) on a different cycle, or other products not yet expiring, they would not be reflected in the table(s) above.

Should you choose to terminate support for any of the products above at the end of the current contract year, you must notify Ellucian in writing no later than **June 30, 2023** by sending a formal request on institution letterhead to CSAgreementOperations@ellucian.com. Cancellation requests will be processed in accordance with applicable contract terms.

If you are interested in a multi-year renewal or have any questions, please contact Ellucian at Jessica.Sullivan@ellucian.com.

Form>MMO#102
State Fiscal Accountability Authority
8/9/2021

**Authorized signature is the agency head unless the agency head has delegated that authority.
Delegation of authority must be submitted to the Materials Management Officer in writing.**

The Agency must obtain a Drug-free Workplace certification from the Vendor if the sole source procurement is \$50,000 or greater.

**JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT**

Agency: Horry-Georgetown Technical College

Sole Source Vendor: Ellucian Company L.P.

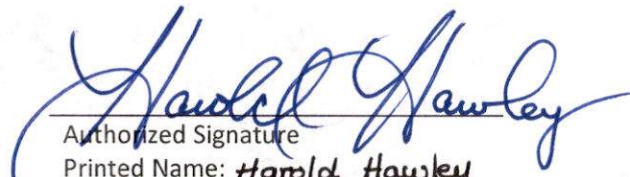
Based upon the following determination, Agency proposes to acquire the supplies, construction, information technology, and/or services described herein from the Vendor named above per S.C. Code Ann. §11-35-1560 and S.C. Regulation 19-445.2105, Sole Source Procurement.

Description of the Agency need that this procurement meets: HGTC is in need to renew the license of an existing student portal license provided by Ellucian. Ellucian Experience provides the college with a single dashboard to access various Banner student information via an Ellucian developed API software called Ethos, in which the College currently uses. Ellucian is the only vendor who can provide such seamless integration to Ellucian Banner data stored within HGTC's Enterprise Resource Planning system.

Description of market research Agency performed to determine the availability of products or services that would meet the Agency's needs: Contacted Ellucian, please see the attached sole source letter.

Description of supplies, construction, information technology, and/or services Vendor will provide under the contract: Ellucian Experience annual license.

Detailed explanation why no other vendor's supplies, construction, information technology, and/or services will meet the needs of the Agency: They are the only provider that has developed and maintains an out-of-the-box, real-time web services product between a SaaS provided portal, Ellucian Banner, and bolt-on applications. HGTC operated Ellucian Banner as its enterprise resource planning system (ERP). A key component of the Banner system is its role in serving as the student information system. All student academic/enrollment records and their related processes occur in Banner. Ellucian Experience provides direct access to Ellucian student API's via their own development of Ellucian Ethos, in which HGTC uses to provide integration to various applications. Experience seamlessly integrates to the Banner ERP and BrightSpace D2L, (HGTC's Learning Management System). This integration ensures student course transactions occur seamlessly and without interruption to the current Ellucian Banner system. Ellucian Experience also allows for the integration of the College's single-sign-on solution leveraging the College's Ellucian Ethos identity provider without the need for third party bolt-on software. Along with leveraging our identity provider, we are able to continue to use Microsoft's Multifactor Authentication solution as well without purchasing or developing additional software to harden our security.


Authorized Signature
Printed Name: *Harold Hawley*
Title: *VP Finance and Administration*
Date: 08/08/2022

Notes:



September 7, 2023

Jane Hager
Horry Georgetown Technical College
2050 Highway 501
East Conway, SC 29526

Dear Ms. Hager:


We at Ellucian appreciate the opportunity to serve the technology requirements of Horry-Georgetown Technical College and look forward to continuing and strengthening our technology relationship in the coming years.

Ellucian does not maintain a service provider certification program. Ellucian is the only authorized vendor and exclusive licensor of numerous software and services products for the higher education marketplace. These products include *Ellucian Experience* ("Ellucian Experience"). Ellucian Experience is built on a SaaS (Software-as-a-Service) platform and is fully developed, licensed, provided and maintained exclusively by Ellucian. Ellucian protects its intellectual property interests by carefully safeguarding distribution of Ellucian Experience, in whole and in part. Licensees are required to execute a license or subscription agreement pursuant to which the users, at an institution level, agree to use Ellucian Experience only for the purpose of conducting in-house, non-commercial computing operations (including in-house training) and further agree to limit use of Ellucian Experience to those employees with a need to know.

Ellucian Experience is protected under the copyright laws of the United States and the trade secret laws of several states. Ellucian employs industry-standard measures, both legal and technical in nature, to protect the investment that licensees make in Ellucian Experience. Accordingly, Ellucian has no authorized services providers or distributors that provide Ellucian Experience in the United States.

We hope that this information assists Horry-Georgetown Technical College as it considers its subscription renewal of Ellucian Experience. If I can be of further assistance, please do not hesitate to call. Many thanks for your consideration.

Sincerely,

DocuSigned by:

5CEBA37747524A3...

Bill McCallion
Sr. Director, Renewals

2003 Edmund Halley Drive, Suite 500
Reston, Virginia 20191, USA
Toll Free: +1800.328.2835

www.ellucian.com

Renewal Quote -- Horry-Georgetown Technical College¹

This is not an invoice

Renewal Number: 00124024.0

Renewal Quote is valid through 9/30/23
or contract expiration (whichever occurs first)

	<i>Period Ending 30-Sep-23</i>	<i>For the period October 1, 2023 - September 30, 2024 1 Year @ 7%</i>
Subscription Paid in Advance		
Ellucian Experience Premium	\$41,644	\$44,559 Subscription Advantage
Grand Total	\$41,644	\$44,559

Name: Cristy Webb

Address: 2050 Hwy 501 E

City, State, Zip: Conway SC 29526

Email Address: cristy.webb@hgtc.edu

PO# (if applicable): P0040182

Name: Terry Quaresimo

Title: AVP Technology Solutions

Email: terry.quaresimo@hgtc.edu

Initial Cloud Software Term Details

Beginning Date (the initial Cloud Contract Year begins on this date and subsequent Cloud Contract Years begin on each anniversary of this date during the Cloud Software Term): 10/1/2023

Expiration Date: 9/30/2024

Annual Fee Escalation Percentage: 7.00%

Client's Actual FTE (the Contracted FTE will be rounded up to the tier cap applicable to Client's Actual FTE): 4,085

Total Fee (for initial Cloud Contract Year only - such fee is subject to annual increase as provided in the Agreement and the Quote attached hereto or incorporated herein) USD 44,559.00

Notes to Cloud Software Order Form:

(1) For Cloud Software that is licensed based upon a FTE metric, pricing in this Order Form for Cloud Software allows for up to the Contracted FTE discussed above; annual pricing is subject to increase in accordance with the FTE terms contained in the Ellucian Cloud Software Standards.

Invoicing. Ellucian will invoice Client on an annual basis, in advance of each applicable Cloud Contract Year for Cloud Software (such fees would be prorated in the event of a partial Cloud Contract Year, depending upon the Execution Date) and such fees are subject to escalation as provided herein and in the Agreement. Unless indicated otherwise in the Quote, all fees are payable in-currency of the United States (USD \$).

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 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: _____
Authorized Signature

Name: _____
Printed

Title: _____

Date: _____

Client

By: Dianna Cecala
Authorized Signature

Name: Dianna Cecala
Printed

Title: Procurement Manager

Date: September 20, 2023

The later date of signature above is the "Execution Date" of this Order Form.

Client Billing Contact Information:

Client Cloud Software Provisioning Contact Information:

Prices quoted are valid through the Close Date identified above. If this Order Form is printed, please sign and date the Order Form, complete the billing contact and Cloud Software Provisioning Contact sections, then scan and return to the Ellucian Contact named above.



CLOUD SOFTWARE RENEWAL ORDER FORM

ELLUCIAN COMPANY L.P. ("Ellucian")

2003 Edmund Halley Drive, Suite 500, Reston, VA 20191 USA

Ellucian Contact for this Order Form:

Opportunity Owner Jessica Sullivan

Email jessica.sullivan@ellucian.com

CLIENT

Account Name	Horry-Georgetown Technical College	Account Number	S0097-A
Created Date	9/15/2023	Close Date	9/30/2023
Quote Number	00129808	Opportunity Number	251959

This Cloud Software Renewal Order Form (the "Order Form") is between Ellucian and the Client identified above. This Order Form amends the most recent underlying agreement between the parties regarding software support services (the "Master Agreement"), as previously amended, and the Cloud Software Order Form pursuant to which Client originally licensed the Cloud Software identified herein (the "Cloud Software Order Form"). Any reference herein to the "Agreement" shall mean to the Master Agreement and the Cloud Software Order Form, and, collectively, the Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. The Terms and Conditions, Maintenance Standards, Product Specifications, and Software Supplements applicable to Cloud Software are available at www.ellucian.com/contracts-and-documentation (the "Product Specifications") and are incorporated into this Order Form by this reference. If any terms of this Order Form conflict with any other terms of the Agreement, the terms of this Order Form will control. Capitalized terms in this Order Form shall have the same meaning given to such terms within the Agreement unless refined herein. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided herein and/or under the terms of the Agreement. By entering into this Order Form with Ellucian, Ellucian grants Client the right to migrate to the Ellucian Cloud, pursuant to the terms and conditions of the Agreement, as amended, and for such fees as are contained in a subsequent amendment to the Agreement in which Client and Ellucian memorialize the Ellucian Cloud migration right effected by this provision.

Pursuant to this Order Form, for the fees payable hereunder as further detailed in the Payment Terms below, Ellucian grants a license to the Cloud Software identified in the Renewal Quote (hereafter, the "Quote") that is attached to this Order Form. Ellucian's grant of a license to the Cloud Software identified below includes a non-exclusive, non-transferable license to use and access such Cloud Software, for Client's internal use only, and is subject to all use restrictions and limitations set forth in the Agreement and this Order Form. In performing its obligations with respect to this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide. Client's use of an access to the Cloud Software identified in the Quote will begin on the Beginning Date and continue through the Expiration Date, as those dates are identified below.

Cloud 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 Cloud Software Term." Following the Term, this Agreement 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.

Cloud Contract Year: As used herein, any reference to "Cloud Contract Year" shall mean, during the Cloud Software Term, a period of twelve (12) consecutive months beginning on the Beginning Date and/or each anniversary thereof. Based upon the Execution Date hereof, the initial Cloud Contract Year may be a partial one, in which event the fees payable under this Order Form for that partial initial Cloud Contract Year will be prorated.

Annual Fee Escalation: After the initial Cloud Contract Year and for each successive Cloud Contract Year during the Initial Cloud Software Term, the fees payable under this Order Form will escalate as shown in the Quote.



**HORRY GEORGETOWN
TECHNICAL COLLEGE**
2050 Hwy 501 E Conway, SC 29526
(Phone) 843-349-7830 (Fax) 843-349-5270

Vendor:

H00006288
Ellucian Company L P
4375 Fair Lakes Court
Fairfax VA 22033

PO Number:	P0040182
Issue Date:	09/20/23
Request No:	R0038604
Fiscal Year:	24

<p>Billing Address: Horry Georgetown Technical College Attn: Accounts Payable PO Box 261966 Conway, SC 29528</p> <p>Or Email To: AccountsPayable@hgtc.edu</p> <p style="text-align: center;">PO NUMBER MUST BE ON YOUR INVOICE</p>	<p>Ship to: Terry Quaresimo Horry-Georgetown Tech College 2050 Hwy 501 E Conway SC 29526</p> <p>Requestor: Jane Hager/ Terry Quaresimo</p>
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<p>HGTC Shipping and Receiving Hours ALL CAMPUSES 8AM - 4PM: Mon-Thurs 8AM - Noon: Friday</p>	<p>Terms NET 30</p>
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Description	Quantity	Unit Cost	Total Cost
Ref. Renewal # 00124024.0 This is a SOLE SOURCE PURCHASE. Sole Source letter and justification are attached. Term: 10/1/2023 - 9/30/2024 Purpose: Ellucian Experience provides single dashboard to access various Banner student information via an Ellucian developed API software called Ethos, in w/c the College currently uses.			
Ellucian Experience Premium Subscription	1.00 YR	44,559.0000	44,559.00
Tax:	Pay 8	tax to vendor	3,564.72
		Item Subtotal:	48,123.72

<p>Email: contract-purchase-orders@ellucian.com</p>	<p>TOTAL: 48,123.72</p>
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PRICING IS DEEMED TO BE FAIR AND REASONABLE

Account Codes

10000-52200-7103-

\$48,123.72

Purchasing Agent: Tim Wall