

## ATTACHMENT A

HOSTED BUSINESS SERVICES  
TERMS AND CONDITIONS1. **DEFINITIONS:**

- a. **“Agreement”** means the Professional Services Agreement executed between the Institution and the Company (collectively, **“the Parties”**) which incorporates applicable Order Forms and Terms and Conditions.
- b. **“Cashiering”** means a secure, integrated solution for processing student and non-student payments (e.g., departmental deposits, donations, tickets) in real time. The Company’s cashiering application validates general ledger accounts, provides audit controls and robust receipting, integrates easily with an institution’s ERP, and has a flexible front end to allow the institution to configure multiple transaction types.
- c. **“Change Requests”** are requests by the Institution to modify existing system features or their output. To meet Change Requests, Company provides Professional Services at an hourly rate as quoted on the Change Request form.
- d. **“Commencement Date”** means the date of the first transaction processed by the Company on behalf of the Institution for a given service.
- e. **“Confidential Information”** has the same meaning as set forth in the Agreement as well as all trade secrets, business and financial information, computer software, machine and operator instructions, business methods, procedures, know-how, and other information that relates to the business or technology of either party and is marked or identified as confidential, or disclosed in circumstances that would lead a reasonable person to believe such information is confidential. The Company’s hosted system, applications, and all Documentation will be considered the Company’s Confidential Information, notwithstanding any failure to mark or identify it as such.
- f. **“Documentation”** means user’s manuals and other documentation made available to the Institution by the Company with respect to the system, but excludes any marketing or promotional materials.
- g. **“e-Bill”** means an attempt to make available a billing statement in electronic form to a potential payer.
- h. **“End User”** means each Institution employee, student, or an authorized third party who is permitted to access and/or use the Company’s system and applications under the terms of this Agreement.
- i. **“Enterprise”** means the Company’s proprietary system, based on the .NET platform, through which it delivers Company’s Enterprise-specific campus commerce software.
- j. **“e-Pay”** means an attempt to process an electronic payment through the System software.
- k. **“ERP”** means an Institution’s Student Information System (Enterprise Resource Planning software).
- l. **“eStore”** means a self-service web store which allows an institution to sell physical goods, process event registrations, and solicit donations. Consumers can add multiple items to a shopping cart and pay for these items using a credit or debit card or eCheck in a single transaction. Institutions can set up multiple stores, create and manage products, view orders, track inventory, and record order fulfillment.
- m. **“Integration Connector”** means a series of instructions to post information to and/or from the Company’s system and the ERP system.
- n. **“Intellectual Property Rights”** means any and all existing or future worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, and other proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing.
- o. **“Institution Content”** means any data or content that is submitted by the Institution and collected and stored by the Company’s system.
- p. **“Merchant Acquirer”** means an organization affiliated with a bank licensed by card associations to enroll merchants and arrange for the necessary authorization and settlement of credit and debit card transactions.
- q. **“New Feature”** means a major enhancement or service with significant new functionality, as determined by Company in its sole discretion and as listed on an Order Form. New Features may be “turned on” for an additional charge as agreed to by executing an additional Order Form.
- r. **“Order Form”** means that list of hosted business services and pricing, completed and executed by the Institution, which accompanies these Terms and Conditions and is incorporated into the Agreement between the Parties.
- s. **“Payment Portal”** means a web-based portal through which payers may make online payments to the Institution for any purpose. Payers may include non-End User students/sponsors seeking to pay tuition as well as other individuals seeking to remit funds to Institution.
- t. **“Point-to-Point Encryption (P2PE)”** means a certified solution that allows the Institution to swipe or key-enter payment card data into a P2PE device that encrypts the data from the point of entry, through transmission, and to the payment gateway.
- u. **“Professional Services”** means services provided to the Institution by the Company which include, but are not limited to, analysis; Setup Services; software modifications; coding, implementation, installation, project management, system testing, acceptance testing support, or Institution training; and any other hourly services requested by the Institution.
- v. **“Refunds”** means a service for students and authorized third-parties (parents/guardians) to sign up online to have primarily financial aid refunds electronically deposited directly into students’ or authorized third parties’ checking or savings accounts, or loaded to an existing re-loadable prepaid debit card or disbursed via paper check.
- w. **“Returned Item”** means any payment remitted to Institution that is returned by the payer’s bank or financial institution or any reversal of credit/debit payments.
- x. **“Setup Services”** means the standard initial services provided by the Company to set up and configure the system as specified in each fully executed Order Form in accordance with the Company’s policies and procedures.
- y. **“Staff”** means those Institutional employees designated by the Institution to work with the Company in deploying and managing the system and hosted services.
- z. **“System”** means collectively the Company’s campus commerce software and system, and such hosting, support, maintenance, installation, and Setup Services requested by the Institution pursuant to an executed Order Form and provided by the Company pursuant to the Agreement between the Parties and these Terms and Conditions. The System includes, without limitation, 1) any materials of the Company’s licensors or contractors, 2) any modified, Upgraded, or enhanced versions of all code, and 3) all modifications and Upgrades that may become part of the System pursuant to this Agreement.
- aa. **“System Site”** means the website provided by the Company to the Institution, accessed through the Institution’s website, where End Users may access and use the System.

- bb. **“Upgrade”** means a modified version of the system that contains patches, bug fixes, error corrections, enhancements, New Features, and other maintenance items. New Features may be “turned on” for an additional charge as agreed to by executing an additional Order Form.

2. **SERVICES:**

- a. **Provision of Services by Company:** Subject to the terms and conditions of the Agreement and these Terms and Conditions, Company will use commercially reasonable efforts to provide the system to the Institution. In addition, Company will use commercially reasonable efforts to ensure that the system is accessible through the System Site over normal network connections, with the exception of downtime due to necessary maintenance and troubleshooting.
- b. **Support and Maintenance:** Subject to the Institution’s timely payment of all applicable fees, Company will make Upgrades available for the system when and if made available for general release in Company’s sole discretion. Company will provide telephone support services to Institution Staff for system related questions during Company’s regular business hours (866.315.1263; 8:00 a.m. to 5:00 p.m. Central, Monday through Friday, excluding Company-designated holidays). If Institution desires additional services, including, without limitation, training or customization services, Company may provide such services pursuant to its standard rates and terms for Professional Services. Provision of support and maintenance does NOT include major enhancements with significant new functionality or additional services, as determined by Company in its sole discretion (“New Features”). New Features must be purchased through a validly executed Order Form.

3. **TITLE IV COMPLIANCE:** The Company will comply with all statutory provisions of or applicable to Title IV of the Higher Education Act (HEA), all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA.

- a. **Notification:** The Company will notify the U.S. Department of Education (“the Department”) of its status as a third-party servicer on behalf of the Institution, as it relates to Title IV program funds, within ten (10) calendar days of a fully executed agreement or Order Form for said service. The Institution will be responsible for notifying the Department of its decision to contract the Company as a third-party servicer within the timeframe necessary to ensure the Institution’s compliance with Title IV statutes.
- b. **Use of Funds:** The Company will use any funds that the Company administers under any Title IV program solely for the purposes specified and in accordance with that program.
- c. **Report of Misconduct:** The Company will refer any information to the Office of Inspector General of the Department of Education for investigation if there is reasonable cause to believe that the Institution might have engaged in fraud or other criminal misconduct in connection with the Institution’s administration of any Title IV program.
- d. **Liability:** Notwithstanding any indemnification provisions of this Agreement, both parties are jointly and severally liable to the U.S. Secretary of Education for any violation by the Company of any statutory provision of or applicable to Title IV of the HEA.
- e. **Audit:** The Company will undergo and submit an annual Title IV compliance audit.
- f. **Return of Records, Funds:** The Company will return to the Institution all records and Title IV funds in the Company’s possession pertaining to the Institution’s participation in the program(s) if the Company or Institution terminates the contract, if the Company stops providing services for the administration of a Title IV program, or the Company files a petition under the Bankruptcy code (34 C.F.R. § 668.25(c)(5)).

4. **SUBSCRIPTION AND RESTRICTIONS:**

- a. **Subscription:** Subject to the terms and conditions of this Agreement (including, without limitation, the Institution’s obligation to pay all applicable fees) and during the term of this Agreement, Company will provide to the Institution a non-exclusive, non-transferable subscription that enables End Users to access and use the system as made available to the Institution and such End Users through the System Site solely for the Institution’s internal business purposes and solely in accordance with the Documentation.
- b. **Restrictions:** Institution will not, and will not permit any End User or third party to: (i) modify, adapt, alter, translate, or create derivative works from the system or the Documentation; (ii) merge the system with other software; (iii) allow any third party access to or use of the system; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the source code for the system; (v) knowingly infringe on any of the Company’s Intellectual Property Rights; or (vi) otherwise use or copy the system or the Documentation except as expressly permitted under this Section 4 and including mutually agreed upon data integration efforts.
- c. **Information Access:** The Institution will have access to the system. The Institution agrees not to disclose User IDs and Passwords to unauthorized personnel, and it will notify the Company immediately if an unauthorized person obtains access to them. The Institution will also notify the Company if a User ID and Password is no longer needed by a representative of the Institution.
- d. **Appropriate Use:** Institution acknowledges that End Users must abide by the terms of the System Site, and Company reserves the right to deny access to the system to any End User who does not abide by such terms. End Users may use the system only for the purposes of viewing bills, submitting payments, and performing commerce-related activities for the sole benefit of the Institution. Use will be subject to any and all posted terms that are not inconsistent with terms herein. The Institution will ensure that the Institution, Staff, and End Users who use the system comply with all applicable laws and regulations and any written or electronic instructions for use.
- e. **Scans:** If Institution deems it necessary to perform security scans or other similar tests, the Institution must comply with the following mandatory requirements: (i) provide one week’s notice of intent to test; (ii) coordinate testing with Company staff; (iii) perform testing only during non-peak non-daytime hours; and (iv) compensate Company the greater of \$2,500 or the Company’s Professional Services rate per staff hour for Company staff participation required, if any.

5. **PAYMENT TERMS:**

- a. **Operational Fees:** Operational fees (which may include hosting, maintenance, and transactional charges) for the system will be invoiced on a monthly basis. The first applicable billing date for Operational Fees for a given service will be the Commencement Date.
- b. **Setup Services:** Fifty percent (50%) of the Setup Services fee for the initial deployment or subsequent enhancements (if applicable) will be invoiced and presented with each Order Form. If an Institution delays deployment of any feature, it is responsible for the fixed flat

pricing stated on the Order Form for all features, if applicable. The Institution must pay the Setup invoice in order to engage a system Project Manager. All other invoices are due within thirty (30) days of receipt.

- c. **Professional Services:** Professional Services will be provided to the Institution only pursuant to the terms of an executed Order Form or Change Request form. Professional Services will be provided by the Company's at its hourly rate.
  - d. **Taxes:** The Institution is responsible for all taxes associated with the services described herein, excluding taxes for the Company's income.
  - e. **Third-Party Changes:** The Company may adjust its fees or procedures as a result of changes in pricing or procedures by any third-party provider or regulator of a product or service used by the Institution. Such new prices or procedures will be applicable to the Institution as of the effective date established by the third-party provider or regulator, or as of any later date specified in the Company's notice to the Institution. (*Example:* The merchant discount fee or convenience fee is subject to change by the Company upon thirty (30) days' advance notice if the Company's bank merchant rate increases due to changes made by Visa, MasterCard, Discover, or American Express.) The Company reserves the right to increase fees at any time in an amount necessary to offset the cost of rising postal rates associated with the refunds process, if applicable. Notwithstanding the foregoing, the Company reserves the right to periodically adjust its prices to address changing market conditions and other business realities. These increases will be infrequent, well-communicated, and cause for immediate termination by the Institution if deemed unreasonable by the Institution in its sole discretion.
  - f. **Company Pricing Changes:** Operational, transaction and other fees are stated in an Order Form and will remain fixed for the Initial Term. Thereafter, they may be adjusted annually, on July 1, upon mutual written agreement between the parties. Fee increases, if any, will only apply to Institution-purchased products/services that have been implemented ("live", "in production") a minimum of twelve (12) months as of July 1 of any given year.
  - g. **Early Termination:** If the Institution terminates this Agreement during the Initial Term, the Institution will be liable for payments for products provided or services performed through the effective date of such termination. Compensation for such work will be based on the contracted price(s), with certain fees (i.e., setup, monthly, or hourly) prorated accordingly based on the date of termination and/or full or partial progress toward completion. These fees will be charged to the Institution as a lump sum payable in thirty (30) days from the effective date of termination.
6. **INSTITUTION RESPONSIBILITIES:**
- a. **Staff Participation:** Timely Staff participation is required for requirements gathering, system configuration, deployment, testing and training in accordance with the scheduled timeline for delivery.
  - b. **Marketing:** The Institution will communicate the availability of the system, without limitation, through the Institution's website to the Institution's End Users.
  - c. **Commencement:** The Institution will make the system available to End Users through the Institution's website beginning on the Commencement Date.
  - d. **Acceptance Testing:** The Institution will, with the Company's assistance, have the right to verify the operation of the system in accordance with Company documentation. The Acceptance Testing Period will be a time period not to exceed ten (10) business days from the date of delivery to determine whether the system materially conforms to the Company documentation. Notwithstanding the foregoing, if the system materially conforms to the Company documentation, based upon the reasonable judgment of pass or fail, or if no notification is given to the Company during the ten (10) business day Acceptance Testing Period or subsequent Acceptance Testing Periods, the system will be deemed accepted. The Acceptance Date will be the date that the Institution determines that the system satisfactorily complies with the Documentation, or the date acceptance occurs, whichever comes first. If the system fails to materially conform to Company documentation, the Institution will notify the Company of such failure in writing within the ten (10) business day Acceptance Testing Period. The Company will have twenty (20) business days after receipt of such notice to use its reasonable commercial efforts to correct, modify, or improve the system to conform to the Company documentation. Thereafter, the Institution will have a subsequent Acceptance Testing Period of five (5) business days from the date of redelivery in which to re-conduct its Acceptance Testing. This process will be repeated as necessary until the system is deemed to be accepted hereunder.
  - e. **Technical Support:** The Institution will provide adequate technical support to the Company, its licensors, and contractors for the deployment of the system into the Institution website and assist the Company, its licensors, and contractors in the identification and resolution of service problems. In some circumstances, the Institution may have to program its ERP to work properly with the Company's Integration Connectors.
  - f. **Dependencies:** The Institution will provide all necessary information and assistance to the Company to provide the system and Professional Services. The Institution understands and acknowledges that the Company's ability to provide the system and Professional Services will depend on various assumptions, dependencies, and prerequisites, as well as the completion of certain tasks or schedules by the Institution, the Institution's agents, or third parties that are outside of the Company's control; therefore, the Company's inability to perform, due to such matters, will not be deemed a breach of this Agreement by the Company and its duties hereunder will be mitigated to such extent.
  - g. **Backups:** The Institution agrees that it will be the Institution's responsibility to maintain duplicate copies of all original data and information and agrees that the Company will not be responsible or liable for any loss or destruction thereof during the course of rendering system services, unless loss or destruction of any such data is caused by the intentional misconduct of the Company. The Company may archive data (or cause its agents or contractors to archive data), if and to the extent that the Company, in its sole discretion, deems appropriate in connection with this Agreement.
  - h. **Termination and Integration Connectors:** The Institution will maintain as Confidential Information any system integration technology developed and deployed pursuant to this Agreement.
7. **OWNERSHIP:** All rights, title, and interest in and to the system (and its related software, tools, integration connectors, Institution modifications through Professional Services, and other technology, or portions thereof) and the copyright, patent, trademark, trade secret, and all other proprietary rights therein, and any derivative works created from them, will inure to the sole and exclusive benefit of the Company, its licensors, and contractors (as designated by the Company) from the date of conception, creation or fixation of any of the foregoing in a tangible medium of expression. The Institution expressly acknowledges that it will acquire no rights or interest therein. The Institution hereby assigns, and will assign, to the Company, its licensors, and contractors (as designated by the Company) all rights, title, and interest of the Institution, if any, in and to all of the foregoing. All rights not expressly granted under this Agreement are reserved by the Company. The Institution acknowledges that it

may develop and disclose to the Company certain ideas, know-how, and forms of expression concerning or related to the system provided hereunder including derivative works (collectively "Developments"). To the extent that the Institution has any ownership interest in such Developments, the Institution hereby grants to the Company a perpetual, nonexclusive, royalty-free license to use such Developments in connection with the system and generally in connection with the operation of the Company's business.

8. **CONTENT WARRANTY:** Institution will be solely responsible for providing all Institution Content. Institution will be solely responsible for ensuring the appropriateness of any data provided by End Users at the request of the Institution (for example, on a form created by the Institution, if applicable). Institution grants to Company all necessary proprietary rights and licenses in and to Institution Content solely as necessary for Company to provide the Services for Institution. Institution will not provide content that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (c) is materially false, misleading or inaccurate. Institution will not request data from End Users: (a) the storage of which would violate applicable laws and regulations; (b) that exposes the Company to risk of breach and/or breach notification; or (c) that Institution would not readily store unencrypted on its own servers. Company may take remedial action if content violates this Section 8; however, Company is under no obligation to review content or data for accuracy or potential liability. Institution will defend, indemnify and hold harmless Company from any and all losses, costs, damages, liabilities or expenses (including without limitation reasonable attorneys' fees) incurred or arising from any claim by a third party arising out of the Institution Content.
9. **RISK:** The Institution understands that the system will not be uninterrupted or error free. The Institution agrees that it will be responsible for notifying its End Users of the need for End Users to maintain the confidentiality of user identifications and passwords, if applicable, as well as the risks inherent in using the Internet as a medium for the transport of information, including personal or confidential information. The Institution will utilize procedures to minimize any consequences of the failure of or errors resulting from the use of the system, including without limitation, maintaining a current backup of all related file data that has been delivered to the Institution.
10. **DISCLAIMER:** THE INSTITUTION ACKNOWLEDGES THAT PERIODIC UNAVAILABILITY OF THE SYSTEM DUE TO MAINTENANCE, BACKUP, AND UNAVAILABILITY OF HOSTING FACILITIES, TELECOMMUNICATIONS FAILURES OR OTHER CAUSES BEYOND ITS CONTROL WILL NOT CONSTITUTE A BREACH OF THIS AGREEMENT.
11. **COMPLIANCE REVIEW:** The Institution shall, from time to time during regular business hours and upon reasonable prior written notice, permit Company representatives to review Institution's applicable policies and procedures or other records necessary to ensure Institution's and its subcontractors' compliance with the terms and conditions of this Agreement, as well as applicable law or additional requirements imposed by the Department related to the services provided under the Agreement. Institution agrees to reasonably cooperate with Company's review. In the event Institution fails to cooperate with Company, such failure will be deemed a material breach of the Agreement. Institution understands and agrees that the results of any such review will be shared only with the Institution, authorized Company associates, and governmental entities charged with enforcing applicable laws, including the Department.
12. **ACH PROCESSING:** The Company will automatically deposit the Institution's funds into the Institution's bank account according to the schedule selected by the Institution; however, in no event will Company remit funds less than four (4) banking days after such funds were collected. The Institution must designate a demand deposit account ("Account") at a bank located in the United States ("Bank") that participates in the ACH network. The Institution must also provide the Company the required information about the Account and the Bank, and must notify the Bank that the Company may have access to the Account to reimburse itself for returned transactions. See the Refund Process below, if applicable, for additional information about debit blocks and ACH processing. Please be aware that ACH may not be an appropriate payment method for the sale of goods and services requiring immediate fulfillment. The ACH network lacks real-time authorization and transaction returns can take up to two (2) business days; this creates risk of loss if goods have already been shipped.
13. **CREDIT AND DEBIT CARD PROCESSING:**
  - a. **Merchant Services:** The Company may introduce to the Institution a preferred Merchant Acquirer for processing credit and debit card transactions. There will be additional contractual terms and conditions between the Institution and Merchant Acquirer and its affiliated merchant bank. The Company does not warrant Institution-selected merchant card services and is not liable for any interruptions of service or other breach arising from agreement between the Institution and other Merchant Acquirers. The Institution is responsible for adhering to all applicable card association rules and regulations with any Merchant Acquirer.
  - b. **Company Obligations:** The Company agrees to:
    - i. Obtain authorization for all credit and debit card transactions;
    - ii. Warrant that all credit and debit card transactions transmitted to Merchant Acquirers are secure;
    - iii. Remain in compliance with the most current and appropriate representations, warranties, and covenants contained in the Operating Manual, the Operating Regulations, and applicable laws, rules of the preferred Merchant Acquirer, and the applicable card associations;
    - iv. Comply with Payment Card Industry (PCI) Data Security Standard (PCI-DSS) and undergo Level 1 PCI audits as necessary;
    - v. Keep data confidential and not copy, publish, sell, exchange, disclose or provide to others or use any information, documents or data, provided or disclosed to the Company or any account information related to credit and debit cards or cardholders for any purpose other than performing the Company's obligations under the Agreement, as required by the PCI DSS, or as required by applicable law; and
    - vi. Ensure that all system interfaces are compatible with the requirements of the processing systems and networks established and used by a Merchant Acquirer.
14. **MERCHANT PCI DSS VALIDATION:** The Institution assumes the various obligations of a Merchant under credit card association rules. As the Merchant, the Institution has obligations under PCI DSS. On an annual basis, the Institution may be required to complete a PCI DSS Self-Assessment Questionnaire (SAQ) and Attestation of Compliance (AOC) to validate compliance with PCI DSS, even if such validation is simply

to confirm that all cardholder data functions have been fully outsourced to the Company. Failure to complete an SAQ/AOC when required may result in penalties assessed to the Institution.

15. **SERVICE FEE PROGRAM (“SFP”) (if applicable):**

- a. **Description:** The decision to charge service fees is entirely the decision of the Institution. The Institution assumes all liability for conducting business in compliance with federal, state and local laws, rules, and regulations (“Laws”), including but not limited to laws governing consumer protection. The Institution will indemnify and hold the Company harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney’s fees, asserted against or incurred by the Company under federal, state or local laws as a result of the Company complying with any instruction or directive by the Institution. The Institution designates the Company to act as its third-party service provider to accept credit and debit cards and process transactions under the SFP. The Company will accept credit and debit card payments if the End User agrees to pay a Service Fee. The Institution will receive a deposit for 100% of the amount paid for tuition and related educational fees. The Service Fee is computed by applying a flat percentage rate to the tuition or related educational fee amount and may be adjusted with a thirty (30) day written notice to compensate for a change in cost as published by various card associations.
- b. **Separate Transactions:** Two (2) separate transactions will appear on the payer’s personal card statement: one (1) for the tuition or related educational fee and one (1) for the Service Fee.
- c. **Merchant Acquirer for SFP:** The Company uses a preferred Merchant Acquirer for its Service Fee Program to process these credit and debit card transactions. There are contractual terms and conditions between the Institution and this Merchant Acquirer, its affiliated merchant bank, and potentially with other desired card associations. The Institution is responsible for adhering to all applicable card association rules and regulations with any Merchant Acquirer. The Institution and the Company will set up a merchant account with this Merchant Acquirer and any other desired card association to receive funds. No merchant discount fees will be deducted from the amount due to the Institution under the SFP. However, if an Institution permits a refund or accepts a chargeback, the amount will be debited to the Institution’s account.
- d. **Company Obligations:** The Company agrees to: (i) obtain authorization for all credit and debit card transactions; (ii) warrant that all credit and debit card transactions transmitted to Merchant Acquirers are secure; (iii) remain in compliance with the most current and appropriate representations, warranties, and covenants contained in the Operating Manual, the Operating Regulations, and applicable laws, rules of the preferred Merchant Acquirer, and the applicable card associations; (iv) comply with PCI DSS and undergo Level 1 PCI audits as necessary; (v) keep data confidential and not copy, publish, sell, exchange, disclose or provide to others or use any information, documents or data, provided or disclosed to the Company or any account information related to credit or debit cards or cardholders for any purpose other than performing the Company’s obligations under the Agreement, as required by the PCI DSS, or as required by applicable law; (vi) maintain the security and confidentiality of card transactions processed through the system (while the information is stored within the system); and (vii) ensure that all system interfaces are compatible with the requirements of the processing systems and networks established and used by a Merchant Acquirer.

16. **REFUND PROCESS (if applicable):** The Institution can select from three refund options, individually or in any combination:

- ACH Direct Deposit
- Paper Check
- ACH Direct Deposit to a Re-loadable Prepaid Debit Card

The Institution may elect to have existing payee disbursement candidate (“Candidate”) ACH payment profiles moved from Institution’s current refunds management solution to the Company’s system, if applicable. Institution’s existing Candidate ACH payment profiles may only be uploaded to Company’s system once. The Company will assess the Institution a fee for this service, as stated in an Order Form, if applicable.

The Institution and the Company agree to comply with all applicable regulations, including Title IV program requirements, as well as the procedures below. The Institution acknowledges that the Company has no control over the actual availability of funds, which is determined by the payee’s bank or prepaid debit card provider:

- a. **Institution Obligations:** The Institution will:
  - i. Establish and manage a process whereby Candidates can opt out of the transfer of their ACH payment profile to the Company’s system, if applicable;
  - ii. Collect and maintain appropriate documentation of the opt-out process for seven (7) years, making the information readily available in the event of an audit review request, if applicable;
  - iii. Ensure the accuracy of Candidate ACH payment profile information, if applicable;
  - iv. Format Candidate ACH payment profile data and the file for transmission according to Company specifications, if applicable;
  - v. Establish the capacity to encrypt and transmit Candidate ACH payment profiles via Secure FTP (SFTP) or other supported secure transport protocol, if applicable;
  - vi. Forward a single file of Candidate ACH payment profiles to the Company for upload to the System, if applicable;
  - vii. Ensure Candidates will receive credit balance monies (“Refund”) by an alternate method if not enrolled to receive a refund through the contracted product;
  - viii. Establish and follow procedures for (1) identifying and determining a credit balance on a student account; (2) verifying eligibility prior to disbursement; (3) drawing down Title IV funds; and (4) notating the disbursement on student ledger accounts;
  - ix. Ensure the accuracy of all refund data provided to the Company, including but not limited to ensuring the accuracy of any refunds file and preventing any duplicate refund data from being submitted to the Company (including duplicate files);
  - x. Forward Candidate files to the Company with sufficient lead time so as to meet Title IV deadlines, where applicable; the Institution is solely responsible for timely delivery of Candidate files;

1. For ACH direct deposit refund disbursements, Candidate files must be uploaded to the Company system no later than ten (10) business days following credit balance determination;
  2. For paper check refund disbursements, Candidate files must be uploaded to the Company system no later than eight (8) business days following credit balance determination;
  - xi. Create messaging content for enrollment and disbursement notifications to Candidates;
  - xii. Ensure an alternate system is in place to provide the refund disbursement if undeliverable via the primary method of choice (i.e., invalid account message from the National Automated Clearing House Association [NACHA]);
  - xiii. Educate students regarding the various refunds method(s) offered by the Institution;
  - xiv. Make available sufficient funds to process the refunds by debit-block-free ACH transaction to Institution's bank account;
    1. If an ACH debit transaction is rejected by Institution's bank for any reason, the Institution agrees to wire said funds to the Company by noon Central time on the date notified by the Company; if the Institution fails to wire the necessary funds by noon Central time, the Company may recall the original refund transaction file(s).
    2. In no way limiting the above, if an ACH debit transaction fails due to a debit block, hourly fees at the Professional Services rate will apply as the Company makes adjustments and reconciles funds due to such failure.
    3. If the Institution fails to remove the debit block within 48 hours, in addition to recalling the original refund transaction file(s), the Company may suspend all further refund activity until the debit block is removed.
  - xv. Establish the capacity to encrypt and transmit disbursement candidate files via Secure FTP (SFTP) or other supported secure transport protocol;
  - xvi. Develop appropriate and applicable customer service scripts (e.g., FAQs) to deliver customer service as necessary based on program offerings;
  - xvii. Provide Staff as required to develop desired integration functionality;
  - xviii. For paper checks, cooperate with Company to promptly process aged outstanding checks;
  - xix. Establish and follow procedures to return undeliverable and non-negotiated Title IV funds to the Department and prevent escheatment to the state;
  - xx. Issue any stop payments on refund checks and agree not to re-submit any refund request for the affected payee disbursement candidate until the day following the stop payment request (to ensure the stop payment has time to become effective and avoid having two "live" checks in process);
  - xxi. Indemnify and hold the Company harmless for any and all liabilities, damages, expenses, or losses incurred by the Company because of any act or omission of the Institution, its officers, employees, or End Users in connection with or relating to: (1) a provision of inaccurate payee information, (2) a violation of any applicable laws, rules, or regulations, and (3) any fraudulent refund activities; and
  - xxii. Submit to annual Company review of Title IV policies and procedures, per Department directive. Institution will be required to complete the review process prior to going live with Company's refunds management services.
- b. **Company Obligations:** The Company will:
- i. Perform Department-required review of Institution's Title IV policies and procedures based on the Institution's Commencement Date for the Company refunds product (See xxii. above);
  - ii. Submit review report to Institution, and if required, the Department;
  - iii. Maintain payee authorization to perform electronic funds transfer (EFT);
  - iv. Obtain payee refunds disbursement preference based on option(s) selected by Institution;
  - v. Upload Institution-provided Candidate ACH payment profiles to the System, if applicable;
  - vi. Securely process the credit balance file uploaded by the Institution once funds have been received by the Company;
  - vii. Notify payee that a refund has processed;
  - viii. Deposit funds to payee-nominated domestic checking or savings account or existing re-loadable prepaid debit card within three (3) business days of receipt of disbursement candidate file;
  - ix. For paper checks, mail checks within six (6) business days of receipt of disbursement candidate file;
  - x. Within three (3) business days of being notified by bank, notify Institution of any transactions known to have rejected;
  - xi. Return rejected EFT transaction funds to Institution for disbursement, unless contract allows for an alternate method of disbursement;
  - xii. Return disbursement information to the Institution via SFTP or other supported secure transport protocol;
  - xiii. Provide applicable support to deliver customer service, as necessary, based on program offerings;
  - xiv. Adhere to all applicable laws, rules, or regulations;
  - xv. Maintain Professional Liability and Employee Dishonesty insurance at sufficient levels to reasonably offset the risk of loss;
  - xvi. Return non-negotiated funds back to Institution after the applicable period (currently 90 days); and
  - xvii. Undergo and submit an annual Title IV compliance audit.

17. **CASHIERING (if applicable):**

- a. **Institution Obligations:** The Institution will:
- i. Continue to safeguard payee information in accordance with FERPA, GLBA, and other confidential requirements;
  - ii. Comply with any applicable rules and regulations as prescribed by NACHA, Check for the 21<sup>st</sup> Century Act (Check 21), and abide by any applicable Payment Card Industry standards as outlined by the PCI Security Standards Council;
  - iii. Hold the Company harmless for any and all liabilities, damages, expenses, or losses incurred by the Company because of any act or omission of the Institution, its officers, employees, or End Users in connection with or relating to inaccurate payee information, third party theft, and detection of fraudulent activities;
  - iv. Purchase only Company-certified cashiering equipment. Institution is responsible for hardware maintenance and support;
  - v. Make Staff available for cashiering and administrative systems training;
  - vi. Permit access to the ERP system and support to properly install and maintain cashiering operations.
- b. **Company Obligations:** The Company will:
- i. Continue to safeguard payee information in accordance with FERPA, GLBA, and other confidential requirements;

- ii. Comply with any applicable rules and regulations as prescribed by NACHA, Check 21, and abide by any applicable Payment Card Industry data security standards as outlined by the PCI Security Standards Council, as applicable;
- iii. Provide a hosted cashiering and departmental deposit solution;
- iv. Work with Institution Staff to integrate to the Institution's ERP system;
- v. Provide in-person payment processing for cash, check, credit card, and/or debit card transactions;
- vi. Provide configuration and operations expertise as well as critical connection support;
- vii. Provide limited offline cash receipting capabilities when Company host system is unavailable; and
- viii. Offer on-site assistance as necessary with proper notice and cost.

18. **ESTORE (if applicable):**

- a. **Institution Obligations:** The Institution will:
  - i. Continue to safeguard payee information in accordance with FERPA, GLBA, and other confidential requirements;
  - ii. Comply with any applicable rules and regulations as prescribed by NACHA and abide by any applicable Payment Card Industry standards as outlined by the PCI Security Standards Council;
  - iii. Hold the Company harmless for any and all liabilities, damages, expenses, or losses incurred by the Company because of any act or omission of the Institution, its officers, employees, or End Users in connection with or relating to inaccurate payee information, third party theft, and detection of fraudulent activities;
  - iv. Make Staff available for product and administrative systems training; and
  - v. Permit access to the general ledger system and support to properly install and maintain product operations, if applicable.
- b. **Company Obligations:** The Company will:
  - i. Continue to safeguard payee information in accordance with FERPA, GLBA, and other confidential requirements per the Agreement;
  - ii. Comply with any applicable rules and regulations as prescribed by NACHA and abide by any applicable Payment Card Industry data security standards as outlined by the PCI Security Standards Council, as applicable;
  - iii. Work with Institution Staff to integrate the Institution's general ledger system, if applicable;
  - iv. Encrypt data to the highest industry standards to ensure the security of payment data on campus processed by Company;
  - v. Provide configuration and operations expertise as well as critical connection support; and
  - vi. Offer on-site assistance as necessary with proper notice and cost.

19. **PAYMENT PORTAL (if applicable):**

- a. **Company Obligations:** The Company will:
  - i. Provide the ability for a payer to make payments utilizing Institution approved payment methods set forth in Section 19.d. The provisions set forth in 19.d are applicable to this Section 19.
  - ii. Host one or more online storefronts for the purpose of collecting payments and/or selling merchandise on behalf of the Institution;
  - iii. Provide Institution with a customized hyperlink(s) to the Payment Portal, and recommend placement locations on the Institution website for such hyperlink(s); and
  - iv. Provide the ability for a payer to remit payments via alternative methods such as via a Company-hosted website or the Company call center.
- b. **Remittance of Payment Funds:** Settled funds for all payments received by Company will be remitted weekly to the financial institution(s) indicated on a form created by Company and completed by Institution indicating Institution's account information at each financial institution where Institution would like Company to remit payment funds (each, an "Electronic Transfer Form"). Institution must complete an Electronic Transfer Form for each account where Institution would like funds remitted before Company may remit any payments.
- c. **Returned Items:** Company shall promptly notify Institution of any Returned Items. Institution shall reimburse Company for the full amount of any Returned Items by permitting Company to deduct this amount from the next scheduled remittance. In the event that Institution's accounting system is unable to accommodate this deduction, Institution shall communicate this to Company and shall remit a check to Company within ten (10) days of receiving notice of a Returned Item from Company for the full amount of the original Payment plus any associated fees incurred or to be incurred by Company.
- d. **Payment Methods:**
  - i. **Non-Credit Card Options.** Company will accept non-credit card payments made by check, money order, ACH, or wire. If Institution prefers, it may direct Company not to accept any one or more of these methods of payment by indicating as much in writing. Company may, from time to time, make additional payment options available which will be accepted upon consent by the Institution.
  - ii. **Credit Cards.** If Institution opts to accept payments made via credit card, Institution may choose to implement a service fee card program or a merchant paid card program.
    - 1. **Service Fee Card Program.**
      - a) Under the service fee card program, Company processes credit card payments on behalf of Institution and charges credit card payers a fee, due to Company, to cover the cost of payment acceptance ("service fee"). Except as otherwise set forth in this Section, no merchant fees are paid by Institution. Credit cards currently supported include American Express, BC Card, Discover, JCB, MasterCard, UnionPay, and Visa and are subject to change. Institution may not make a refund directly to the payer for payments made under the service fee card program without first obtaining approval by Company to do so. Company will administer all service fee card programs in accordance with applicable rules and regulations imposed by the various card brands.
      - b) Institution shall reimburse Company for any funds that are later identified as paid with a fraudulent card, or that are charged back to Company by the credit card company for any reason. Notwithstanding the foregoing, Institution shall not be required to reimburse Company for any chargeback resulting from any negligence, intentional misconduct, or omissions of Company.
      - c) After transmission to Institution, any prior transactions returned to Company or any funds that are unable to be collected by Company will be deducted from the next monthly Institution remittance.

- d) Upon at least thirty (30) days advance written notice to Institution, Company may change the service fee rates in response to adjustments to interchange rates, credit card usage mix, and/or teleprocessing fees and costs for charges submitted on and after the effective date of the change.
- 2. **Merchant Paid Card Program.**
  - a) Under the Merchant Paid Card Program, Company processes credit card payments on behalf of Institution and Institution is responsible for paying any Merchant Fees. Merchant Fee rates as of the Effective Date of the Agreement are set forth on an Order Form (Attachment C), but are subject to change from time to time. Credit cards currently supported include American Express, BC Card, Discover, JCB, MasterCard, UnionPay and Visa and are subject to change.
  - b) On a monthly basis, Company shall provide to Institution a summary of all credit card payments made during the prior month.
  - c) Institution shall reimburse Company for any funds remitted to Institution that are later identified as paid with a fraudulent card or charged back to Company by the credit card company for any reason.
  - d) Upon at least thirty (30) days advance written notice to Institution, Company may change the Merchant Fee rates in response to adjustments to interchange rates, credit card usage mix, and/or to teleprocessing fees and costs for charges submitted on and after the effective date of the change.
  - e) Institution may choose one of the following ways to reimburse Company for Merchant Fees and shall indicate Institution's preference on an Order Form (Attachment C).
    - i. **Deduct from Remittance:** Company shall deduct Merchant Fees owed to it from each Institution remittance. In the event there are no more scheduled remittances for a given academic year or the next scheduled remittance is not sufficient to cover the Merchant Fee, Company shall invoice Institution for the difference to be payable within thirty (30) days of the date of the invoice.
    - ii. **Invoice:** Company shall bill Institution monthly for the Merchant Fees for each credit card payment received during the prior month. Payment is due in full to Company within thirty (30) days of the date of the invoice. If payment is not received within thirty (30) days of the date of the invoice, Company will deduct the amount owed from the next scheduled remittance.

20. **POINT-TO-POINT ENCRYPTION ("P2PE") (if applicable):**

- a. The Company is authorized by Bluefin Payment Systems LLC ("Bluefin") to offer Bluefin's DecryptTX® service (the "P2PE Service") to its customers on the Company's various platforms. The P2PE Service contains one or more of the following features:
  - i. Credit/debit card track data decryption and response service;
  - ii. Credit/debit card Primary Account Number decryption and response service;
  - iii. Device key injection at Bluefin's designated PCI-approved key injection facility;
  - iv. Provision of real-time chain of custody and monitoring of each device through the Bluefin P2PE POI Manager web application; and
  - v. Personalized guidance and support with the P2PE POI Manager reports necessary to attest compliance on the PCI SAQ P2PE-HW.
- b. Institution wishes to utilize the P2PE Service and shall pay the fees for the P2PE Service set forth on an Order Form, no later than thirty (30) days after the receipt of an invoice from Company.
- c. In order to utilize the P2PE Service, Institution will obtain point-to-point encryption devices ("P2PE Devices") issued by Bluefin. Company will order from Bluefin, on behalf of the Institution, the number of devices indicated by Institution on an Order Form. The P2PE Device purchase will be subject to pricing and payment terms set by CDE Services, Bluefin's PCI P2PE Key Injection Facility ("KIF"). Bluefin will submit the device order to the KIF; the KIF will invoice the Institution directly for the device costs, and Institution will pay such device costs directly to the KIF to initiate shipment.
- d. Unless otherwise stated, the terms of the Agreement shall govern the P2PE Order Form. If the terms of the P2PE Order Form and the Agreement conflict, the terms of the P2PE Order Form shall control as it pertains to the P2PE Service and P2PE Devices.

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