



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between Anderson University ("Institution") and Nelnet Business Solutions, Inc. (dba Nelnet Campus Commerce) and its affiliates ("Company") is entered into as of the last signature date affixed hereto ("Effective Date") and shall be as follows:

1. **SERVICES AND SCOPE:** This Agreement sets forth general provisions under which the Company will provide services to the Institution and incorporates Terms and Conditions for selected services ordered by the Institution (Attachments A and B). These services represent an integrated and unique suite of business solutions that may be implemented individually but were designed to work in combination as a comprehensive business solution. The Institution may purchase and use any products offered by the Company during the term of this Agreement.
2. **ORDERING SERVICES:** Operational, transaction and other fees for services contracted as of the date of this Agreement are outlined on the hosted business service Order Form (Attachment C). At any time, a completed Order Form for a service will be sufficient to incorporate that service into this Agreement under the service's most current Terms and Conditions (to be provided along with the Order Form). An Order Form must be accepted by the Institution in writing by signing and returning the Order Form.
3. **MULTIPLE CAMPUSES:** To the extent that the Institution is a public entity whose representatives have authority to sign multi-campus or multi-institution agreements, the terms of this Agreement, at the Company's option, may apply to any public campuses or institutions that wish to take advantage of the Company's services. Pursuant to the provisions above, a completed Order Form will be sufficient to incorporate services for those additional campuses or institutions into this Agreement.
4. **INSTITUTION BANKING INFORMATION:** The Institution must provide bank account information for the ACH (i.e., Automated Clearing House) deposit of its funds (and ACH withdrawal, if applicable). The Company requires a bank reference letter written on bank letterhead that includes the account holder name, the routing number, account number, and type of account (checking or savings). Additional procedures for debit block clearance may be appropriate and required for certain services.
5. **ACH AUTHORIZATION:** The Institution hereby authorizes the Company to initiate credit or debit entries to the account provided. The Institution acknowledges that the origination of ACH transactions for its account must comply with applicable U.S. laws and regulations. This authorization is to remain in full force and effect until the Company has received a written notice of termination or a change in banking from the Institution in such time and in such manner as to afford the Company a reasonable opportunity to act on it. As an Originator, the Institution is responsible for adhering to applicable rules as prescribed by the National Automated Clearing House Association (NACHA). The Institution shall establish and maintain procedures for secure online authentication (to identify End Users) and make reasonable efforts to prevent fraudulent use by End Users and unauthorized users. The Company may monitor and audit Institution and End User ACH activity, conduct risk assessments, set exposure limits, provide education, monitor return activity, make change requests, evaluate staff-initiated entries, and reject certain entries (e.g., physical check conversions). If necessary to comply with applicable laws, rules, or regulations, Company may revoke the Institution's privilege to originate ACH transactions. The Company assumes the responsibilities of a Third Party Sender under NACHA Rules. The Institution is liable for all returns, including untimely non-administrative returns.
6. **CARD PAYMENT PROCESSING:** The Company will at all times maintain compliance with the most current applicable Payment Card Industry Data Security Standards (PCI DSS). Company acknowledges responsibility for the security of cardholder data under its control as defined within the PCI DSS. Company acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law.
7. **INDEPENDENT SERVICE CONTRACT:** Service levels, pricing, and packaging of any and all services provided under this Agreement are independent of any student-loan or student-loan-servicing relationship Nelnet, Inc. may have or seek to have with the Institution.
8. **REVENUE-SHARING RELATIONSHIPS:** The Institution is strongly encouraged to disclose to its customers any revenue-sharing relationship it has with the Company, if applicable. If such a relationship exists and the Institution chooses not to disclose it, the Institution will provide the Company with a written explanation of its policy. As noted above, any such relationship is independent of any student-loan relationship with Nelnet.
9. **CONFIDENTIAL BUSINESS INFORMATION:** During the term of this Agreement and for three (3) years after termination or expiration, each party agrees not to disclose Confidential Information obtained from the other party to any person or entity. As used herein, "Confidential Information" means information that is identified (orally or in writing) as confidential or is of such a nature that a reasonable person would understand such information to be confidential. Confidential Information shall not include information 1) generally known to the public, 2) already known, through legal means, to the party receiving the information, or 3) legally obtained from a third party. In the event that either party is required to disclose confidential information about the other party pursuant to a judicial or government order, such party will promptly notify the other party to allow intervention in response to such order.
10. **CONFIDENTIAL CONSUMER INFORMATION:** Consumer information that is required to be kept confidential will be kept so in perpetuity. Company will remain in compliance with security and privacy obligations imposed by the Gramm-Leach-Bliley Act (GLBA), FERPA, and other applicable laws or regulations; however, the Institution's sole remedy for noncompliance following a 15-day cure period is termination of this Agreement.

11. **INDEMNIFICATION:** Except as provided for herein, each Party (the "Indemnifying Party") shall indemnify, defend, and hold the other Party, its designees, and its respective Board of Trustees, officers, directors, employees and agents (collectively, "Indemnified Parties") harmless from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including reasonable attorneys' fees and costs incurred or suffered by any of the Indemnified Parties arising out of, in connection with or resulting from any claim or allegation arising from negligent or intentional conduct by the Indemnifying Party in the performance of this Agreement.
12. **FORCE MAJEURE:** The performance by either party of any obligations to be performed hereunder will be excused to the extent such performance is prevented by an act of God, war, terrorist attacks, insurrections, riots, labor disputes, including lockouts or boycotts, fire, explosion, flood, or other unforeseeable causes beyond the control and without fault or negligence of the party so affected. The party so affected will give prompt notice to the other party of such cause and take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.
13. **LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, BUT IN NO WAY LIMITING THE COMPANY'S OBLIGATION TO REMIT ALL FUNDS COLLECTED AND DUE TO THE INSTITUTION, THE LIABILITY OF EITHER PARTY WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE COMPANY'S NET REVENUE UNDER THIS AGREEMENT FOR THE PAST SIX (6) MONTHS. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECULATIVE DAMAGES ARISING FROM ANY CLAIM OR ACTION HEREUNDER WHETHER BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **WARRANTY:** THE COMPANY WARRANTS THAT SERVICES WILL BE PROVIDED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS; OTHERWISE, ALL SOFTWARE, TOOLS, AND PROFESSIONAL SERVICES RENDERED BY THE COMPANY UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
15. **COMPLIANCE WITH LAW; INDEMNIFICATION:** Each party will comply with the 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.
16. **TERM, RENEWAL, AND TERMINATION:** This Agreement will be effective as of the Effective Date. The termination date of this Agreement will be June 30, 2021 ("Initial Term"). Thereafter, the Agreement will automatically renew for successive one (1) year periods (each, a "Renewal Term"). Following the Initial Term, either party may cancel the Agreement, in writing, one hundred twenty (120) days in advance of the scheduled termination or renewal date. While this Agreement is in effect, the Institution agrees not to contract with any other provider of similar services that the Institution has requested from the Company pursuant to an Order Form.
17. **DEFAULT:**
- a. **Payment:** If the Institution fails to pay for services within thirty (30) days of an invoice date (if applicable), delinquent amounts will be subject to a late fee equal to the lesser of 1.5% per month or the maximum rate allowed under law. If not remedied within ninety (90) days of the invoice, the Company may, at its option, deduct overdue funds from the Institution's remittances. In the event that the Institution becomes ninety (90) days past due, the Company may also, at its option, terminate this Agreement.
 - b. **Material Breach:** With the exception of Section 17.a above, if either party refuses or fails to perform any obligation under this Agreement (a "Breach"), and fails or refuses to correct the Breach within thirty (30) days after receipt of written notice of the Breach from the nonbreaching party, the nonbreaching party may terminate this Agreement by sending an additional written notice stating the effective date of termination.
18. **RELATIONSHIP:** Nothing contained herein is intended to create the relationship of a partnership, joint venture, or employer-employee. In performing this Agreement, the Company and its subcontractors will act as independent contractors and not as employees or representatives of the Institution. The Company will be solely responsible for and will promptly pay all federal, state, and municipal taxes, chargeable or assessed with respect to its employees and subcontractors, including but not limited to social security, unemployment, federal and state income tax withholding and other taxes and will hold the Institution harmless on account thereof.
19. **SEVERABILITY:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. The parties agree to negotiate in good faith a valid and enforceable substitute provision.
20. **HEADINGS:** The paragraph headings of this Agreement are for reference only and are not to be construed as terms.
21. **WAIVER:** Neither party's failure to exercise its rights hereunder will constitute or be deemed a waiver or forfeiture of such rights.
22. **ENTIRE AGREEMENT:** This Agreement, together with all attachments, including but not limited to service-specific Terms and Conditions, addenda, if any, and Order Forms, represents the entire agreement between the parties as to the matters set forth and supersedes all prior discussions or understandings between them. This Agreement may only be modified or amended in writing signed by authorized representatives of each party.
23. **BRANDING AND INTELLECTUAL PROPERTY:** Each party will retain its ownership and intellectual property rights with regard to its copyrights, trademarks, service marks, registered marks, patents, pending patents, trade secrets, and any other forms of intellectual property.

HOSTED BUSINESS SERVICES TERMS AND CONDITIONS

1. 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. **"Hosted Payments Page"** means an integrated "pay now" gateway for subsidiary systems, which allows merchants across the institution to securely accept credit/debit card or ACH payments without capturing or storing card information. Hosted Payments Page can be used for non-student financial payments (e.g., events, product sales).
- n. **"Integration Connector"** means a series of instructions to post information to and/or from the Company's system and the ERP system.
- o. **"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.
- p. **"Institution Content"** means any data or content that is submitted by the Institution and collected and stored by the Company's system.
- q. **"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.
- r. **"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.
- s. **"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.
- t. **"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.
- u. **"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.
- v. **"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.
- w. **"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 reloadable prepaid debit card or disbursed via paper check.
- x. **"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.
- y. **"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.
- z. **"Staff"** means those Institutional employees designated by the Institution to work with the Company in deploying and managing the system and hosted services.
- aa. **"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.

- bb. **"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.
- cc. **"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.) 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. They may be adjusted annually, on July 1, by no more than 5% per year. 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. In addition to and independent of this 5% potential fee increase, the Company reserves the right to increase fees at any time and in any amount necessary to offset the cost of rising postal rates associated with the refunds process, if applicable.
- 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 (i.e., certain Hosted Payments Page sales, etc.). 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):**
- 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.
 - 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.
 - 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.
 - 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:

- 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); and
 - 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 21st 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 cashing 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. POINT-TO-POINT ENCRYPTION ("P2PE") (if applicable):

- a. The Company is authorized by Bluefin Payment Systems LLC ("Bluefin") to offer Bluefin's DecrypTX® 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") from Bluefin. Company will order from Bluefin, on behalf of the Institution, the number of devices indicated by Institution on an Order Form. Institution acknowledges and agrees that the P2PE Devices purchase will be subject to pricing and payment terms agreed to by Institution and 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(s) costs, and Institution will pay such cost(s) 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.

Corporate Headquarters:

Nelnet Business Solutions, Inc.
 121 South 13th Street, Suite 201
 Lincoln, NE 68508
 866.315.1263

DeeAnn K. Wenger, President
DeeAnn.Wenger@nelnet.net
 402.325.7241

ATTACHMENT B

ACTIVELY MANAGED PAYMENT PLAN (AMPP-T2) TERMS AND CONDITIONS

1. **SERVICES:** The Company agrees to provide the Institution with payment-processing services for payment of tuition and/or other fees owed to the Institution by the Institution's clients (hereinafter "Responsible Parties") as set forth in the Professional Services Agreement and these Terms and Conditions. Services provided include information management tools for the Institution and Responsible Parties. The Company will also provide the Institution with training opportunities to help the Institution effectively implement the program.
2. **CREDIT AND DEBIT CARD OPTION:** If the Institution elects to offer a credit and debit card payment option to Responsible Parties, the credit and debit card transactions will be processed by the Company or its third-party service provider. If processed by a third-party service provider, the Company, by agreement with that provider, will act as the provider's customer-service agent. Any chargebacks received will be passed through to the Institution. The Institution will be required to complete a merchant application and comply with applicable card association rules. 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.
3. **CREDIT CARD REVERSALS, REFUNDS:**
 - a. **INDIVIDUAL, ONE-TIME CREDIT CARD REVERSALS:** The Institution will be assessed a per transaction fee for each one-time credit card reversal and/or refund, if applicable.
 - b. **BATCH CREDIT CARD REFUNDS:** If the Institution elects to use the Batch Credit Card Refunds feature, if applicable, the Institution will be assessed a per transaction fee for each credit card reversal and/or refund. If the Institution uses an aggregate settlement process, reversals will be debited from the Institution's bank account. The Institution will be required to whitelist the appropriate Company routing number(s) and ID(s) to allow Company-initiated debits to the Institution's bank account. Prior to the Company enabling the Batch Credit Card Refunds feature, the Institution will be required to submit a bank letter to the Company granting debit authority if such a letter is not already on file for the Institution. Credit card Service Fee transactions are non-reversible.
4. **PENDING AID:** Pending Aid is an additional payment plan option available to the Institution at no charge. Under this option, selected payment plans have an initial payment date after the date by which financial aid awards are usually made. If the student still has a remaining balance due as of that date, scheduled payments will begin thereafter. There is no charge to the student to set up the agreement; an enrollment fee is charged only if, and when, payment processing begins. In order to use the Pending Aid program, the Institution is required to have electronic file upload capability for the Company application software. With the appropriate integration functionality, Pending Aid may be added as an option upon request by the Institution.
5. **CHANGES TO PAYER AGREEMENTS:** Changes made to the budgeted amount will be made through the Institution, which is responsible for obtaining written or similarly authenticated authorization from Responsible Parties at least two (2) business days prior to the next payment date. In the absence of written authorization, the Institution may change a budgeted amount by notifying Responsible Parties at least ten (10) calendar days prior to the next payment date.
6. **CUSTODIAL ACCOUNTS:** The Institution appoints the Company to collect payments owed to the Institution as set forth herein, to process and hold these funds, and to transfer and disburse collected funds to the Institution. It is understood that the Company is acting only as a custodian for collection and disbursement of these funds, and does not guarantee payments or provide for the collection of payments upon default by Responsible Parties. All successfully collected payments will be deposited into a custodial account (for ACH) or a settlement account (for credit and debit card). Each successfully collected payment is guaranteed by the U.S. Government, some agency thereof, or the Company's depository bank. These funds are held in custody with the Company for the Responsible Parties and, upon remittance by the Company to the Institution's bank account, will become the property of the corresponding Institution, less applicable fees. Any interest earned on funds in the custodial account is payable to the Company.
7. **FEES:**
 - a. **ENROLLMENT FEE:** A nonrefundable enrollment fee is charged for each payment plan agreement period ("agreement period") and is based upon the number of payments selected for the agreement period. It is understood that the Company is not obligated to process payments unless the enrollment fee has been paid by the Responsible Party or the Institution. The enrollment fee is fixed for the Initial Term of the Agreement.
 - b. **RETURNED PAYMENT FEE:** A thirty dollar (\$30) returned payment fee will be assessed to the Responsible Party if a scheduled payment attempt fails. The Institution has no liability for returned payment fees. Returned payment fees are subject to change in future agreement periods with thirty (30) days' notice to the Institution.
 - c. **FEE RETURNS:** If any fees are returned, they will be rescheduled, as applicable.
8. **INFORMATION ACCESS:** The Institution will have access to current payer and payment information. 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.
9. **REMITTANCE:** 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. In addition, remittance schedules are subject to change if any processing bank changes its settlement procedures or guidelines.

**ACTIVELY MANAGED PAYMENT PLAN (AMPP-T2)
ORDER FORM**

This Order Form sets forth pricing and other critical options that must be completed and acknowledged by the Institution to purchase AMPP services under a validly executed Professional Services Agreement with Nelnet Business Solutions, Inc. Additional information will be collected separately in order to establish an Institutional Profile. This Order Form and the services outlined herein are subject to the terms and conditions of the Agreement, including the preceding Actively Managed Payment Plan Terms and Conditions to which this Order Form is attached (Attachment B).

Institution: ANDERSON UNIVERSITY

Online Payment Plan Options:

Payment Type	Payment Option (Yes or No)	Enrollment Fee Info ¹ (Read carefully; select all that apply.)	Other Applicable Fees ² (Select one.)
Monthly ACH	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The enrollment fee per agreement period is: <input checked="" type="checkbox"/> \$45.00 for 2-6 payments + \$_____ CFI <input type="checkbox"/> Other _____ Fee paid by: <input type="checkbox"/> Institution <input checked="" type="checkbox"/> Responsible Party	None
Monthly Credit/Debit Card	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The enrollment fee per agreement period is: <input checked="" type="checkbox"/> \$45.00 for 2-6 payments + \$_____ CFI <input type="checkbox"/> Other _____ Fee paid by: <input type="checkbox"/> Institution <input checked="" type="checkbox"/> Responsible Party	<input type="checkbox"/> Discount Fee (Rate: 2.25%) ³ <i>Deducted from remittance</i> <input type="checkbox"/> - or - <i>Debit from bank account</i> <input type="checkbox"/> <input checked="" type="checkbox"/> Service Fee (Rate: 2.75%) ⁴

Credit Card Settlement Option (if applicable):

- ☒ Aggregate Settlement – Company will typically deposit funds received to the designated Institution bank account in four (4) banking days.
- ☐ Direct Settlement – Institution will receive daily batch payments from Visa and MasterCard according to the schedule determined by the respective card association. American Express and Discover will make separate deposits of funds according to processes set forth by the respective card association.

[AMPP-T2 Order Form continued on following page.]

¹ Institution may elect to assess an additional fee beyond the nonrefundable enrollment fee indicated above. The difference between the full amount assessed to the Responsible Party and the enrollment fee stated above (funds Collected for Institution or "CFI"), if any, will be processed by the Company and remitted to the Institution.

² Merchant services provided by Worldpay/Vantiv for Visa, MasterCard, Discover, and American Express. Merchant card rates subject to change by the Company upon thirty (30) days' advance notice if the Company's bank merchant rate increases.

³ Discount Fee charged to Institution (i.e., school-absorbed merchant fee).

⁴ Service Fee charged to Payer (Responsible Party); Institution receives 100% of billed amount. Service Fees are non-refundable.

AMPP PAYMENT PLAN (T2)
ORDER FORM (continued): ANDERSON UNIVERSITY

Integration Options:

Select One	Integration Option	System Integration Info	Applicable Fees ⁵	
<input checked="" type="checkbox"/>	Integrated	<input type="checkbox"/> Banner <input type="checkbox"/> Datatel Colleague <input type="checkbox"/> PeopleSoft <input checked="" type="checkbox"/> PowerCampus <input type="checkbox"/> Workday <input type="checkbox"/> Other: _____ Version (if applicable): _____	Setup Fee ⁶ <i>Fee Waived ⁷</i> Annual Maintenance Fee ⁸ <i>Fee Waived ⁹</i>	\$ 2,000 (\$2,000) \$ 2,000 (\$2,000)
<input type="checkbox"/>	Non-Integrated	None	None	

⁵ Pricing indicated does not include integration with Jenzabar/POISE. If Institution uses Jenzabar/POISE, integration costs will be negotiated directly between Institution and Jenzabar, and Institution will pay Jenzabar directly for those costs.

⁶ Fifty percent (50%) of the Setup Fee will be invoiced and presented with the Order Form. Institution must pay the up-front Setup Fee invoice in order to engage an Implementation Manager.

⁷ AMPP Setup Fee waived in consideration of migration from Tuition Management Systems.

⁸ Assessed per year or any portion thereof

⁹ For bundled Enterprise solutions, the integration Annual Maintenance Fee will be waived in consideration of Institution's implementation/use of Enterprise ePay. (For Enterprise AMPP-only clients using Company-built integration, integration Annual Maintenance Fee will be waived if Institution generates ≥\$15,000 in payment plan enrollment fees in the preceding calendar year.) Company work effort in excess of eight (8) hours per year for Connector maintenance and engineering, including future connector upgrades, if any, will be quoted and billed at the Professional Services rate.

To be implemented:

Product/Service ^{10 11}	Setup Fee ¹²	Monthly Fee ¹³	Transaction Fee ¹⁴	Consumer Fee ¹⁵
Enterprise eBill	Waived	Waived	\$ 0.25	
Enterprise ePay	Waived	\$ 625		
ACH Payment			\$ 0.30	
Returned Payment Fee			\$30.00	
<i>Credit/Debit Card Payment Options (ePay) ¹⁶ (Optional: ✓ box)</i>				
<input checked="" type="checkbox"/> Credit/Debit Card Payment (Service Fee Program ¹⁷)				2.75%
<input type="checkbox"/> Credit/Debit Card Payment (Discount Fee Program ¹⁸)			2.25%	
Enterprise Actively Managed Payment Plan (AMPP) ¹⁹	Waived			
AMPP Enrollment Fee (2-6 payments)				\$45.00
Returned/Declined Payment Fee ²⁰				\$30.00
<i>Credit/Debit Card Payment Options (AMPP) ¹⁶ (Optional: ✓ box)</i>				
<input checked="" type="checkbox"/> Credit/Debit Card Payment (Service Fee Program ¹⁷)				2.75%
<input type="checkbox"/> Credit/Debit Card Payment (Discount Fee Program ¹⁸)			2.25%	
PowerCampus Integration Connector ²¹	Waived	Waived		

[Order Form continued on following page.]

¹⁰ Each hosted service is configured to Institution specifications without source code customization. Any post-deployment change requests will be billed at the Professional Services rate (\$200/hour).

¹¹ Prices shown are valid if executed within sixty (60) days of the Order Form date indicated above.

¹² Setup Fees waived in consideration of migration from Tuition Management Systems.

¹³ Monthly Fee includes hosting, maintenance, technical support, and release upgrade services.

¹⁴ Per transaction fees assessed to Institution for any Company-initiated/processed transaction.

¹⁵ Assessed to Payer/Responsible Party.

¹⁶ Merchant services provided by Worldpay/Vantiv for Visa, MasterCard, Discover, and American Express. Merchant card rates are subject to change with thirty (30) days' advance notice resulting from increases by any applicable card association. Aggregate settlement method: Company will typically deposit funds received to the designated Institution bank account in four (4) banking days.

¹⁷ Service Fee charged to Payer/Responsible Party; Institution receives 100% of billed amount. All charges to Payer are separate from fees listed above. Service Fees are non-refundable.

¹⁸ Discount Fee charged to Institution (i.e., school-absorbed merchant fee).

¹⁹ All associated plan fees are assessed to Payer/Responsible Party (see Consumer Fees); Institution is responsible for applicable credit card discount fees, if any. Institution may elect to assess an additional fee beyond the Company's enrollment fee. The difference between the full amount assessed to the Responsible Party and the Company enrollment fee (funds Collected for Institution or "CFI"), if any, will be processed by the Company and remitted to the Institution.

²⁰ NSF for eCheck or declined card.

²¹ For Enterprise solutions, the integration Annual Maintenance Fee (\$2,000/year or any portion thereof) will be waived in consideration of Institution's implementation/use of Enterprise ePay. Company work effort in excess of eight (8) hours per year for Connector maintenance and engineering, including future Connector upgrades, if any, will be quoted and billed at the Professional Services rate.

To be implemented: (continued)

Product/Service ^{10 11}	Setup Fee ¹²	Monthly Fee ¹³	Transaction Fee ¹⁴	Consumer Fee ¹⁵
Student Choice Refunds (✓ box(es) to elect refund option(s).)	Waived	\$ 50		
<input checked="" type="checkbox"/> Import existing ACH profiles	Waived			
<input checked="" type="checkbox"/> ACH Direct Deposit			\$0.30	
<input checked="" type="checkbox"/> ACH Direct Deposit to Debit Card ²²			\$0.30	
<input checked="" type="checkbox"/> Check			\$3.00	
ACH Return			\$5.00	
Refunds Fees ²³				
Void Check			\$ 2.00	
Stop Payment			\$25.00	
Copy of Cashed Check			\$15.00	

Institution Information:

Please direct the **Merchant Application** and other merchant paperwork, if any, to the following Institution contact:

Name: Kristie Cole
Title: VP & CFO
Email: kristie@cole
Phone: 864-231-2899

Please direct **Accounts Payable** and billing/invoicing information to the following Institution contact:

Name: Tracy Brown
Title: Manager - Anderson Central
Email: tbrown@andersonuniversity.edu
Phone: 864-231-2860
cc: cmoules@andersonuniversity.edu
Chere' Moules
Accounts Payable
864-231-5619

[Order Form continued on following page.]

²² Existing reloadable prepaid debit card.

²³ Requests for these activities will be initiated by the Institution. Fees will be assessed to the school; these fees are separate from Student Choice Refunds transaction fees listed above and any additional banking costs associated with these activities. Additional fees will apply for special requests, if any (e.g., paper check overnight fee).

The parties agree to the following:

- › This Order Form reflects the Institution's product/service elections and associated pricing as of the last signature date of the Agreement. This Order Form and the services outlined herein are subject to the terms and conditions of the Agreement, including all amendments and addenda, if any.
- › Any mutually agreeable modification or addition of Service(s) must be on a written and executed Order Form. Any subsequently executed Order Form will be subject to the terms and conditions of the existing Agreement, and any conflict between Order Forms will be controlled by the later executed Order Form.
- › Pricing outlined in this Order Form is applicable to the product(s)/service(s) and/or feature(s) indicated as of their respective Commencement Date(s).
- › For the avoidance of doubt, nothing in this Order Form will relieve the Institution's obligation to pay for payment processing (i.e., merchant fees, credit card assessments, ACH fees, if applicable, etc.) or installation, maintenance, and transaction fees for any other Company-delivered products/services or features the Institution 1) is currently contracting to use, as outlined in a prior existing agreement (TMS Master Subscription Agreement), until such time as those products/services are terminated (post migration), or 2) may elect to implement in the future.

Company will continue to assess fees and invoice Institution for currently delivered services, through the effective termination date for each respective service (to be terminated post migration), according to the Pricing Schedule outlined in the prior existing agreement.