



## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) by and between **Anderson University** (“Institution”) and **Nelnet Business Solutions, Inc.** (*dba* Nelnet Campus Commerce) (“Company”) (each individually, a “Party”; collectively, the “Parties”) 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 pursuant to Order Forms and all terms and conditions, attachments (each, an “Attachment”) hereto, which are incorporated into this Agreement by this reference (each, a “Service”, collectively, the “Services”). The 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.
2. **ORDERING SERVICES:** Operational, transactional and other fees for Services contracted as of the date of this Agreement are outlined on the applicable Attachment. 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. An Order Form must be accepted by the Institution in writing by signing and returning the Order Form. In the event there is any conflict between the terms of this Agreement and the terms of any Attachment, the terms of the applicable Attachment shall control.
3. **COOPERATIVE PURCHASING AGREEMENT:** Other public or private bodies, specifically any campus(es) or institution(s) of education, or any Institution-related foundation and affiliated corporation(s), may wish to also participate under the same terms and conditions contained in this Agreement. Cooperative purchasing participation is strictly voluntary. If the Agreement does not specifically list additional entities, each entity wishing to participate (“Participating Entity”) must have prior written authorization from the Company. If so authorized by the Company, the resultant contract will be extended to the Participating Entity to purchase goods and services in accordance with Agreement terms, and its obligations will be between the Participating Entity and the Company, with the Institution incurring no obligation as a result thereof. The Institution will not be held liable for any costs or damages incurred by any other Participating Entity as a result of any authorization by the Company to extend the contract. It is understood and agreed that the Institution is not responsible for the acts or omissions of any Participating Entity.

As a separate contractual relationship, the Participating Entity will place its own orders directly with the Company and will fully and independently administer its use of the contract to include contractual disputes, invoicing, and payments, without direct administration from the Institution. The Institution will not be held responsible for any orders placed, deliveries made, or payment for services ordered by the Participating Entity. Pursuant to the provisions above, a completed Order Form will be sufficient to incorporate services for Participating Entities under the terms and conditions of this Agreement. No modification of this Agreement or execution of a separate agreement is required to participate; however, the Participating Entity and the Company may elect to modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, policies, and business goals required by the Participating Entity. Any such modification will apply solely between the Participating Entity and the Company. Pricing for products and services to be contracted will be negotiated directly between the Company and the Participating Entity, independent of the Institution-specific pricing outlined in this Agreement.

4. **PAYMENT PROCESSING TERMS:** The following terms are applicable if the Institution is receiving any form of payment processing services from the Company.
  - a. **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 may require 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.
  - b. **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”). As applicable, the Institution shall establish and maintain

procedures for secure online authentication to identify End Users (as the term is defined in Attachment A of this Agreement) and make reasonable efforts to prevent fraudulent use by End Users and unauthorized users. The Company may monitor and audit the 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, the 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 and reversals, including but not limited to untimely non-administrative returns. The Company is hereby authorized to suspend the processing of any credit or debit entries that the Company reasonably believes are fraudulent or illegal until the same has been investigated and deemed not fraudulent or illegal by the Company; provided, however, the Institution remains at all times liable for losses arising from the Institution's inaccurate or incomplete information or fraud. Any suspension shall not limit the Company's rights under the Agreement, at law or in equity.

- c. **Card Payment Processing:** The Services provided by the Company will at all times maintain material compliance with the most current applicable Payment Card Industry Data Security Standards ("PCI DSS"). The Company acknowledges responsibility for the security of cardholder data under its control as defined within the PCI DSS. The Company acknowledges and agrees that cardholder data may only be used for providing Services as provided in this Agreement, or as required by the PCI DSS, or as required by applicable law. As the merchant or submerchant, the Institution also 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 related to or performed under this Agreement have been fully outsourced to the Company. When SAQs are required, the Company will provide an online process for the Institution to complete the applicable documentation. Failure to complete an SAQ when required may result in cessation of card processing or non-compliance fees assessed to the Institution until such SAQ has been completed. Excluding payment-plan transactions and certain billing transactions, the Institution is liable for fees associated with all card authorizations, including fraudulent authorizations that do not settle. The Company is hereby authorized to suspend the processing of any credit or debit entries that the Company reasonably believes are fraudulent or illegal until the same has been investigated and deemed not fraudulent or illegal by the Company; provided, however, the Institution remains at all times liable for losses arising from the Institution's inaccurate or incomplete information or fraud. Any suspension shall not limit the Company's rights under the Agreement, at law or in equity.
5. **CHANGES TO SERVICES:** The functionality, availability, or any other component of the Services and any other related products provided under this Agreement may change from time to time in the Company's sole discretion and all changes shall be effective as of the date determined by the Company; provided, however, the Company shall endeavor to provide written notification to the Institution of any material changes ("Change Notice"), and shall use commercially reasonable efforts to provide each Change Notice prior to the effectiveness of any such material change. In any event, if the Company makes a material change to any aspect of any Service, within ten (10) calendar days of the Institution's receipt of a Change Notice, the Institution may notify the Company in writing of its good faith objection to such material change(s) and the reasons therefor (such written notification, a "Change Objection Notice"). Upon the Company's receipt of a Change Objection Notice, the Parties shall engage in good faith discussions for a period not longer than ten (10) calendar days from the date on which the Company received the applicable Change Objection Notice (the "Change Negotiation Period"), for the purpose of endeavoring to reach a reasonable solution agreeable to both Parties. If the Parties are unable to reach a reasonable, mutually agreeable solution, the Institution may terminate this Agreement without penalty upon written notice to the Company, delivered in accordance with this Agreement, no later than ten (10) calendar days following the final day of the Change Negotiation Period. The Institution acknowledges and agrees that if it fails to provide the Company with a Change Objection Notice within ten (10) calendar days of its receipt of a Change Notice, the Institution shall be deemed to have accepted the changes set forth therein, and shall no longer have any right to terminate this Agreement due to such material change described in the Change Notice.
6. **DATA RETENTION:** The Company may occasionally purge old and outdated information from its systems, according to its then-current policies and in compliance with industry best practices and applicable law. This is necessary to reduce risk, improve system performance, and comply with audit requirements. Purging shall occur only after the commercially reasonable and generally accepted business need for such information has passed. Purging shall not interfere with the Institution's normal business operations and data access.
7. **TERM, RENEWAL, AND TERMINATION:** This Agreement will be effective as of the Effective Date. Unless terminated sooner pursuant to the terms of this Agreement, the termination date of this Agreement will be three (3) years from the Effective Date ("Initial Term"). The Agreement will automatically renew for one (1) year Renewal Terms thereafter. Following the Initial Term, either Party may cancel the Agreement, in writing, one hundred twenty (120) calendar days in advance of the scheduled termination or renewal date. With the exception of previously-contracted services already being provided, the Institution business unit (i.e.,

Department or Division of the Institution) requesting Services from the Company pursuant to an Order Form agrees not to contract with any other provider of similar services during the term of this Agreement.

8. **DEFAULT:**

- a. **Payment:** If the Institution fails to pay for services within thirty (30) calendar 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 thirty (30) calendar 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 thirty (30) calendar days past due, the Company may also, at its option, terminate this Agreement.
- b. **Material Breach:** 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) calendar 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.

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; 3) legally obtained from a third Party; or 4) independently developed by a Party without use of the other Party's Confidential Information. 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, to the extent permitted by law or the applicable order, promptly notify the other Party to allow intervention in response to such order.

10. **PRIVACY AND SYSTEM ACCESS:**

- a. The Parties acknowledge and agree that the Company is acting solely as a service provider to the Institution under this Agreement, and the Institution has the sole and exclusive authority to determine the purposes and means of the processing of (i) nonpublic personal information ("NPI") as defined in Subtitle A of Title V of the Gramm-Leach Bliley Act, 15 U.S.C. §§ 6801-6827, and all implementing regulations thereof ("GLBA") and (ii) any personally identifiable information contained in any education record as may be protected by the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g and the regulations promulgated thereto ("FERPA"). NPI and FERPA Data (if any) are referred to, together, as "Personal Data".
- b. The Services provided by the Company will remain in compliance with applicable obligations imposed by the GLBA, FERPA and other applicable data protection laws or regulations as may be in effect from time to time.
- c. The Institution agrees that it will comply with any and all transparency-related obligations (including, without limitation, displaying any and all relevant and required privacy notices or policies) and shall have any and all required legal basis in order to collect, process and transfer to the Company the Personal Data and to authorize the processing by the Company of the Personal Data which is authorized in this Agreement. In addition, and except as otherwise expressly agreed upon between the Parties in a writing, the Institution agrees that it shall be responsible for obtaining all consents required under the GLBA and FERPA and immediately communicating any revocation of such consents to the Company in writing.
- d. In addition, it is understood that the Institution will interact with the Company's systems and access information through password-protected websites. The Institution agrees not to disclose user IDs and passwords or Personal Data to unauthorized personnel and 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.

11. **MULTI-FACTOR AUTHENTICATION (if applicable):** The Parties understand the Company processes personal data on behalf of the Institution in delivery of Services purchased under the Agreement. Under the terms of the Agreement, the Company maintains processes to ensure the privacy, confidentiality, and security of the information processed on behalf of the Institution. Accordingly, and in pursuit of such maintenance, the Company has implemented multi-factor authentication ("MFA") for its systems (as defined below). The Company offers to the Institution the use of Company's MFA, at no additional charge; the Institution may elect to opt out of the Company's MFA for certain Company-delivered Service(s) and End User group(s). For said Service(s) and End User group(s), the Institution will use an Institution-provided MFA solution to secure End User access to the Company's systems using a single sign-on process whereby the Institution is responsible for user authentication. "End User" means each Institution employee,

student or other payer, or an authorized third party who is permitted to access and/or use the applications under the terms of the Agreement. The Institution will use the Company's MFA for any other purchased Service(s) and or End User(s) for which the Institution has not opted out.

The Institution agrees to implement, maintain, and conform to the use of Multi-factor Authentication ("MFA") software and to keep dependent software up to date to support such authentication. "Multi-factor authentication" means authentication through verification of at least two of the following types of authentication factors: (1) Knowledge factors, such as a password; (2) Possession factors, such as a token; or (3) Inherence factors, such as biometric characteristics. The Institution agrees to implement and require use of MFA for any individual—employee, customer or otherwise—when logging into or accessing the Company's information system(s) that comprise the business solutions contracted for herein. MFA processes shall not be bypassed for any reason. The Company reserves the right to review and/or audit the Institution's MFA processes and controls as needed to ensure compliance with regulatory requirements. The Institution is responsible for maintaining necessary controls and safeguards to ensure MFA functionality is ongoing and is mitigated against for failures or other malfunctions. Notwithstanding any other provision in this Agreement to the contrary, any breach, non-use, or failure of the Institution's MFA, for any reason, and any resulting and residual risk including but not limited to regulatory enforcement, fines, damages, litigation, notification requirements, remediation, and restitution shall be the sole responsibility of the Institution. The Company shall not be liable for any reason as a result of the Institution's MFA failure, breach, or non-use. Any such breach, non-use, or failure must be reported to the Company within 24 hours of the Institution's knowledge of the same. The Institution shall maintain and upgrade its systems and associated software and equipment as needed in order to stay compliant with MFA requirements. In the event the Institution needs or desires to update the systems, based on regulatory requirements or market conditions which make such updating necessary or desired, the Company shall be notified and be provided an opportunity to evaluate the requirements to ensure they meet existing regulatory requirements.

12. **DISCLOSURE OF FEES OR COSTS IMPOSED BY INSTITUTION (if applicable):** The Parties acknowledge and agree that the Institution may impose certain charges or fees on customers, and the Company may collect such charges or fees from the customers on behalf of the Institution and remit the same to the Institution. The Institution shall disclose to its customers any such costs or fees that are imposed by the Institution and collected by the Company on behalf of the Institution. Upon request by the Company, the Institution will provide the Company with a written explanation of its policy regarding disclosure of such costs or fees. Such disclosures made by the Institution shall comply with all Laws (as defined below).
13. **INDEMNIFICATION; CONTROL OF DEFENSE:** Except as provided for herein, each Party (the "Indemnifying Party") shall indemnify, defend, and hold the other Party, its designees, and its respective 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 third-party claim or allegation arising from negligence of the Indemnifying Party or intentional misconduct by the Indemnifying Party in the performance of this Agreement. The Indemnifying Party shall defend the Indemnified Parties in any proceeding alleging the third-party claims or allegations listed above, at the Indemnifying Party's sole cost and expense. The Indemnifying Party will have the option to select and provide legal counsel for that defense. If the Indemnified Parties want additional counsel of its choosing, the costs and expenses of the additional counsel will be Indemnified Parties' responsibility, and the Indemnifying Party will have no obligation to pay additional counsel. The Indemnifying Party's counsel will lead, direct and manage the litigation, and will ensure the Indemnified Parties' additional counsel receives adequate information to monitor the litigation.
14. **LIMITATION OF LIABILITY; LIMITATION ON ACTIONS:** 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 OR THE INSTITUTION'S OBLIGATION TO PAY FEES TO THE COMPANY, THE AGGREGATE LIABILITY OF A PARTY WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE COMPANY'S NET REVENUE UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. 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. No action against a Party will be commenced more than one (1) year after the accrual of the cause of action or a Party's knowledge that such cause of action exists, whichever occurs later.
15. **WARRANTY:** THE COMPANY WARRANTS THAT SERVICES WILL BE PROVIDED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS; OTHERWISE, ALL 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, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

16. **FORCE MAJEURE**: The Company shall not be liable or responsible to the Institution nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the Company's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) changes in applicable law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages, or slowdowns or other industrial disturbances; (ix) shortage of adequate power or transportation facilities; or (x) pandemics.
17. **COMPLIANCE WITH LAW; INDEMNIFICATION**: Each Party will comply with applicable federal, state and local laws, rules, and regulations ("Laws") in the performance of each Party's respective obligations under this Agreement, including but not limited to laws governing consumer protection. By way of example, but in no way limiting the preceding, some states prohibit surcharges on credit and debit card transactions. To the extent that the Institution chooses to accept cards and elects to impose a convenience fee, the Institution assumes all liability for that choice. Absent legal advice provided to the Institution that such Laws do not apply to the Institution, the Company's general recommendation is that institutions in these states should not impose a convenience fee or surcharge (*i.e.*, such institutions should choose the discount fee option or not offer cards as a payment type). 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.
18. **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. Neither Party will have any ownership interest in the intellectual property of the other Party. In no way limiting the foregoing, the Company grants the Institution permission to display its logo during the term of this Agreement provided that the Institution agrees to use the most current logo supplied by the Company and to display such logo on its website in a position where users will reasonably be able to find it and use it to link to the Company's website.
19. **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.
20. **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.
21. **HEADINGS**: The Section headings of this Agreement are for reference only and are not to be construed as terms.
22. **WAIVER**: Neither Party's failure to exercise its rights hereunder will constitute or be deemed a waiver or forfeiture of such rights.
23. **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.
24. **ASSIGNMENT**: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party shall have the right to assign this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may, without the prior consent of the other Party, assign its rights and obligations hereunder (a) to any Affiliate of the assigning Party or (b) in connection with the sale or transfer of all or substantially all of the assigning Party's assets, the acquisition in one or a series of transactions by a person or group of fifty percent (50%) or more of the beneficial ownership of the assigning Party, or a consolidation, business combination, merger, or similar transaction. As it pertains to the Company, "Affiliate" shall mean any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Nelnet, Inc.

**INSTITUTION INFORMATION**

316 Boulevard  
Mailing Address

57-0324906  
Federal Tax ID

Anderson, SC 29621  
City, State, ZIP

4,325 (NCES)  
Enrollment

**AUTHORIZED SIGNATURES**

**Anderson University**

**Nelnet Business Solutions, Inc.**

47-0751402

*Kristie C. Cole*  
CE6A1B316457DA8EE62ED3EF4850352D contractworks. **06/09/2025**  
Signature Date

*Jacqueline Strohbehn*  
8E84AF68F9F4D7FE332592BF2986F8B9 contractworks. **06/09/2025**  
Date

**Kristie C. Cole**  
Print Name

Jacqueline Strohbehn  
Print Name

**SVP and CFO**  
Title

Managing Director  
Title

**Corporate Headquarters:**  
Nelnet Business Solutions, Inc.  
121 South 13<sup>th</sup> Street, Suite 201  
Lincoln, NE 68508  
866.315.1263

## ATTACHMENT A

### 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 the 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, the Company provides Professional Services at an hourly rate as quoted on the Change Request form.
- d. **“Checkout”** means a Web-based gateway, providing the Institution a payment page solution for collecting secure one-time payments. The Institution and/or its third-party partners can access and integrate with the payment page via Application Programming Interface (API).
- e. **“Commencement Date”** means the date of the first transaction processed by the Company on behalf of the Institution for a given service.
- f. **“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.
- g. **“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.
- h. **“e-Bill”** means an attempt to make available a billing statement in electronic form to a potential payer.
- i. **“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.
- j. **“Enterprise”** means the Company’s proprietary system, based on the .NET platform, through which it delivers the Company’s Enterprise-specific campus commerce software.
- k. **“e-Pay”** means an attempt to process an electronic payment (via ACH or credit/debit card) through the System software.
- l. **“ERP”** means an Institution’s Student Information System (Enterprise Resource Planning software).
- m. **“Implementation 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.
- 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 the 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. **“Past Due Payment Plan (PDPP)”** means an actively managed payment plan solution for: (i) outstanding balance(s) older than the four (4) most recent prior terms; and/or (ii) a single consolidated balance of past due amounts for payment.
- u. **“Payment Forms”** means a hosted web-based forms solution that allows the Institution to collect or pass data to an online form in conjunction with the ability to collect a secure credit or debit card payment or one-time ACH payment without capturing or storing card information.
- v. **“Payment Plan”** means an installment payment plan that allows an individual to pay money (tuition and fees) owed to the Institution according to a monthly installment schedule defined by the Institution.

- w. **“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.
- x. **“Professional Services”** means services provided to the Institution by the Company which include, but are not limited to, analysis; Implementation 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.
- y. **“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.
- z. **“Returned Item”** means any payment remitted to the Institution that is returned by the payer’s bank or financial institution or any reversal of credit/debit payments.
- aa. **“Staff”** means those Institutional employees designated by the Institution to work with the Company in deploying and managing the system and hosted services.
- bb. **“Storefront”** means a self-service web store which allows the 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. The Institution can set up multiple stores, create and manage products, view orders, track inventory, and record order fulfillment.
- cc. **“System”** means collectively the Company’s campus commerce software and system, whether delivered via the J2EE, .NET, or other applicable platform, and such hosting, support, maintenance, installation, and Implementation 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.
- dd. **“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.
- ee. **“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, the Company will use commercially reasonable efforts to provide the System to the Institution. In addition, the 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, the Company will make Upgrades available for the System when and if made available for general release in the Company’s sole discretion. The Company will provide telephone support services to Institution Staff for System related questions during the 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 the Institution desires additional services, including, without limitation, training or customization services, the 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 the Company in its sole discretion (“New Features”). New Features must be purchased through a validly executed Order Form.

3. **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, the 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:** The 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, Integration Connector 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, Integration Connector or the Documentation except as expressly permitted under this Section 3 and including mutually agreed upon data integration efforts.

- c. **Appropriate Use:** The Institution acknowledges that End Users must abide by the terms of the System Site, and the 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.
- d. **Scans:** If the 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 the Company the greater of \$2,500 or the Company's then-current Professional Services rate per staff hour for Company staff participation required, if any.

#### 4. **PAYMENT TERMS:**

- a. **Operational Fees:** Operational fees for the System (which may include hosting, maintenance, and transactional charges or a fixed flat fee in lieu of the aforementioned charges) 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. **Implementation Services:** Fifty percent (50%) of the Implementation Services fee for the initial deployment or subsequent enhancements (if applicable) will be invoiced upon receipt of an executed Order Form. If the Institution delays deployment of any feature, it is responsible for the fixed flat pricing stated on the Order Form for all features, if applicable. All other invoices are due within thirty (30) calendar 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 at its then-current 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) calendar 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 (i) rising postal rates and (ii) increased bank fees for wire transfers 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. They may be adjusted annually 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 the effective date of increase in any given year.
- g. **Early Termination:** If the Institution terminates this Agreement, without cause, during the Initial Term, an early termination fee will apply if the System has been implemented. The fee is equal to eighty percent (80%) of the average monthly revenue of the highest three (3) months over the most recent twelve-month period, multiplied by the number of months remaining on the current Agreement 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.*, implementation, 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) calendar days from the effective date of termination.

#### 5. **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 the 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 the 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 Connector.
  - 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.
6. **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.
7. **CONTENT WARRANTY:** The Institution will be solely responsible for providing all Institution Content. The 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). The Institution grants to the Company all necessary proprietary rights and licenses in and to the Institution Content solely as necessary for the Company to provide the Services for the Institution. The 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. The 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 the Institution would not readily store unencrypted on its own servers. The Company may take remedial action if content violates this Section 7; however, the Company is under no obligation to review content or data for accuracy or potential liability. The Institution will defend, indemnify and hold harmless the 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.
8. **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.

9. **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 THE COMPANY'S CONTROL WILL NOT CONSTITUTE A BREACH OF THIS AGREEMENT.

10. **ACH PROCESSING**: 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. The Company is hereby authorized to suspend the processing of any credit or debit entries that the Company reasonably believes are fraudulent or illegal until the same has been investigated and deemed not fraudulent or illegal by the Company; provided, however, the Institution remains at all times liable for losses arising from the Institution's inaccurate or incomplete information or fraud. Any suspension shall not limit the Company's rights under the Agreement, at law or in equity. 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.

a. **Enterprise**: The Institution's funds will be automatically deposited into the Institution's bank account according to the schedule selected by the Institution; however, in no event will the funds be remitted less than four (4) banking days after such funds were collected.

11. **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. Provide the services as set forth in this Attachment A in material 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. Take commercially reasonable efforts to ensure that all System interfaces are compatible with the requirements of the processing systems and networks established and used by a Merchant Acquirer.

12. **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) calendar days' 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 the 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) provide the services as set forth in this Attachment A in material 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) take commercially reasonable efforts to ensure that all System interfaces are compatible with the requirements of the processing systems and networks established and used by a Merchant Acquirer.
13. **PAYMENT PLAN – ENTERPRISE (if applicable)**: 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 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.
- a. **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) calendar days' advance notice if the Company's bank merchant rate increases.
  - b. **Credit Card Reversals, Refunds**:
    - i. **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.
    - ii. **Batch Credit Card Refunds (if applicable)**: If the Institution elects to use the Batch Credit Card Refunds feature, 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.
  - c. **Pending Aid (if applicable)**: 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.
  - d. **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.
  - e. **Custodial Accounts**: The Institution appoints the Company to facilitate the collection of payments owed to the Institution as set forth herein, to process and hold these funds in a custodial or settlement account maintained at a federally regulated financial institution, and to direct such financial institution to transfer and disburse collected funds to the Institution. It is understood that the Company 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 referenced financial institution. Any interest earned on funds in the custodial account is payable to the Company.

f. **Fees:**

- i. **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. The enrollment fee is fixed for the initial agreement period.
- ii. **Returned Payment Fee:** A returned payment fee not to exceed the maximum amount permitted under applicable law will be assessed to the Responsible Party if a scheduled payment attempt fails. An uncollected scheduled payment may be reattempted up to two (2) more times. Rescheduled failed payments are not subject to a returned payment fee if they fail. The returned payment fee will be due and payable by the Responsible Party to the Company; the Institution will have no financial liability for returned payment fees. Returned payment fees are subject to change, without notice.
- iii. **Fee Returns:** If any fees are returned, they will be rescheduled, as applicable.

g. **Information Access:** The Institution will have access to current payer and payment information via the System.

h. **Remittance:** The Institution's funds will be automatically deposited into the Institution's bank account according to the schedule selected by the Institution; however, in no event will funds be remitted 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. The Company is hereby authorized to suspend the processing of any credit or debit entries that the Company reasonably believes are fraudulent or illegal until the same has been investigated and deemed not fraudulent or illegal by the Company; provided, however, the Institution remains at all times liable for losses arising from the Institution's inaccurate or incomplete information or fraud. Any suspension shall not limit the Company's rights under the Agreement, at law or in equity.

14. **REFUNDS (if applicable):** The Institution and the Company agree to comply with all applicable regulations, including Title IV program requirements, as well as the obligations and 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. **Disbursements:** The Institution can select from three refund disbursement methods, for use individually or in any combination:
- i. ACH direct deposit;
  - ii. Paper check; and
  - iii. ACH direct deposit to a re-loadable prepaid debit card.

b. **Funding:** The Institution can select from three methods to submit funds for distribution:

- i. ACH Debit: The Institution will authorize the Company to "pull" (via ACH debit) the total amount of each payee disbursement candidate ("Candidate") file from an Institution-specified bank account;
- ii. ACH Credit: The Institution will "push" (credit) funds to the Company by initiating an ACH credit for the total amount of each Candidate file submitted to the Company; or
- iii. Wire Transfer: The Institution will initiate a direct wire transfer to the Company for the total amount of the Candidate file each time a Candidate file is submitted.

c. **ACH Payment Profile Import:** The Institution may elect to have existing Candidate ACH payment profiles moved from the Institution's current refunds management solution to the Company's System, if applicable. The Institution's existing Candidate ACH payment profiles may only be uploaded to the Company's System once. The Company will assess the Institution a fee for this service, as stated in an Order Form, if applicable.

d. **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. Delivery timeframes for Candidate files are prescribed by the Institution-elected funding method:
  - 1. ACH Debit:
    - (a) For ACH direct deposit refund disbursements, Candidate files must be uploaded to the Company System no later than nine (9) business days following credit balance determination;
    - (b) For paper check refund disbursements, Candidate files must be uploaded to the Company System no later than seven (7) business days following credit balance determination.
  - 2. ACH Credit; Wire Transfer:
    - (a) 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;
    - (b) 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 NACHA);
- xiii. Educate students regarding the various refunds method(s) offered by the Institution;
- xiv. Make available sufficient funds to process the refunds.
  - 1. ACH Debit: Ensure debit-block free ACH transactions to the Institution's bank account.
    - (a) If an ACH debit transaction is rejected by the 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).
    - (b) In no way limiting the above, if an ACH debit transaction fails due to a debit block, hourly fees at the then-current Professional Services rate will apply as the Company makes adjustments and reconciles funds due to such failure.
    - (c) 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.
  - 2. ACH Credit; Wire Transfer: Initiate ACH credit transaction or wire transfer, respectively, upon receipt of the Company-issued funds request for a given Candidate file.
    - (a) The Institution must include the following Company-provided information in the ACH credit or wire transfer instructions: (i) Candidate file ID; (ii) WPIC number; and (iii) exact dollar amount of the Candidate file. The Institution's ACH credit or wire instructions must match the Company-provided information to process the Candidate file.
    - (b) If an ACH credit transaction or wire transfer is not received by 10:00 a.m. Central the day following the Company-issued funds request, there may be a delay in refunds disbursement records being sent for processing.
  - 3. As a condition precedent to the Company processing any transaction file that exceeds a specified dollar amount determined by the Company from time to time in its sole and absolute discretion (a "Major Transaction"), the Institution shall wire funds to the Company in an amount equal to the Major Transaction at least two (2) banking days prior to the date the Major Transaction is to be processed. In the event the Institution fails to timely wire such funds, then the Company shall have the right, without notice to the Institution, to immediately recall the original refund transaction file(s) and suspend all further refund activity until such funds are wired to the Company. In addition, at any time and for any reason, the Company shall have the right to implement and/or modify the Major Transaction amount by providing no fewer than five (5) calendar days' written notice to the Institution.
- 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 the 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 next business 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. The Institution will be required to complete the review process prior to going live with the Company's refunds management services.

e. **Company Obligations:** The Company will:

- i. Perform Department-required review of the 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 the 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 the Institution;
- v. Upload the Institution-provided Candidate ACH payment profiles to the System, if applicable;
- vi. For the Institution using ACH credit or wire transfer funding methods, provide the following information for the Institution's ACH credit or wire transfer instructions: (i) Candidate file ID; (ii) WPIC number; and (iii) exact dollar amount of the Candidate file;
- vii. Securely process the credit balance file uploaded by the Institution once funds have been received by the Company;
- viii. Notify payee that a refund has processed;
- ix. 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;
- x. For paper checks, mail checks within six (6) business days of receipt of disbursement candidate file;
- xi. Within three (3) business days of being notified by bank, notify the Institution of any transactions known to have rejected;
- xii. Return rejected EFT transaction funds to the Institution for disbursement, unless contract allows for an alternate method of disbursement;
- xiii. Return disbursement information to the Institution via SFTP or other supported secure transport protocol;
- xiv. Provide applicable support to deliver customer service, as necessary, based on program offerings;
- xv. Provide the services described in this Attachment A in a manner that adheres to all applicable laws, rules, or regulations;
- xvi. Maintain Professional Liability and Employee Dishonesty insurance at sufficient levels to reasonably offset the risk of loss;
- xvii. Return non-negotiated funds back to the Institution after the applicable period (currently 90 calendar days); and
- xviii. Undergo and submit an annual Title IV compliance audit.

15. **TITLE IV COMPLIANCE (if applicable):** 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 the 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)).

16. **TITLE IV COMPLIANCE REVIEW (if applicable):** The Institution shall, from time to time during regular business hours and upon reasonable prior written notice, permit the Company representatives to review the Institution's applicable policies and

procedures or other records necessary to ensure the 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. The Institution agrees to reasonably cooperate with the Company's review. In the event the Institution fails to cooperate with the Company, such failure will be deemed a material breach of the Agreement. The 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.

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. The 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 the Company host system is unavailable, if applicable; and
- viii. Offer on-site assistance as necessary with proper notice and cost.

18. **STOREFRONT (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 protect the security of payment data on campus processed by the 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 point-to-point encryption 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. The 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) calendar days after the receipt of an invoice from the Company.
  - c. In order to utilize the P2PE Service, the Institution will obtain point-to-point encryption devices ("P2PE Devices") issued by Bluefin. The Company will order from Bluefin, on behalf of the Institution, the number of devices indicated by the 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 the Institution will pay such device costs directly to the KIF to initiate shipment.

**Corporate Headquarters:**

Nelnet Business Solutions, Inc.  
121 South 13<sup>th</sup> Street, Suite 201  
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866.315.1263

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402.325.7241

**Modification to Current Service:**

- Institution elects to bundle the Company’s Payment Plan services delivered via the Enterprise platform; and
- Institution elects to implement Past Due Payment Plans.

**New Service:**

- Institution elects to purchase and implement the Company’s Long-Term Payment Plan service delivered via the Enterprise platform.

**Pricing Consideration/Change:** With respect to fees for Services as outlined below:

- The following pricing changes will be effective the 1st of the month immediately following the Effective Date of Agreement:
  - Monthly Fee increases in conjunction with Refunds and Payment Form services;
  - Institution will incur One-Time Credit Card Reversal/Refund transaction fees in conjunction with Payment Plan services;
  - Institution will incur Transaction Fees for both ACH and credit card payments in conjunction with Student Payments and Payment Form services;
  - Transaction Fee increases in conjunction with Student Payments, Payment Forms, and Refunds services; and
  - Merchant discount fee rate increase for card payment processing (via NPS) in conjunction with Payment Form services.
- All other operational fees for current Services will remain unchanged are effective as of the last date of signature; and
- Fees for Services to be implemented in the future, if any, will be effective as of the respective Service Commencement Date.

Product/Service		Implementation Fee	Annual Fee	Monthly Fee	Transaction Fee
<b>Student Payments – Enterprise (integrated)</b>		Current Service		\$625.00	\$0.35
International payments:	Convera				\$0.35
	Flywire				\$0.35
Returned/Declined Payment Fee (Institution-paid)					\$30.00
<b>Payment Plan Bundle – Enterprise (integrated)</b>		Current Service	<i>See 5.b. below</i>		
Payment Plans, Traditional		Current Service			
Payment Plans, Past Due		\$0.00			
Payment Plans, International (with Convera)					
Payment Plans, Pending Aid					
Enrollment Fee (2-6 payments)					\$45.00
CFI (Optional; indicate amount, if any, to the right.)					\$ _____
Enrollment Fee (7-12 payments)					\$65.00
CFI (Optional; indicate amount, if any, to the right.)					\$ _____
<b>Payment Plans, Long-Term – Enterprise</b>		\$0.00			
Enrollment Fee (13-24 payments)					\$80.00
CFI (Optional; indicate amount, if any, to the right.)					\$ _____
Enrollment Fee (25-36 payments)					\$100.00
CFI (Optional; indicate amount, if any, to the right.)					\$ _____
One-Time Credit Card Reversal/Refund (all Plans except Int'l)					\$0.35
Returned/Declined Payment Fee (all Plans except Int'l)					<i>See 5.e. below</i>
<b>GradGuard™ (for Enterprise)</b>		Current Service			
<b>Payment Forms</b>		Current Service		\$125.00	\$0.35

Product/Service			Implementation Fee	Annual Fee	Monthly Fee	Transaction Fee
Returned/Declined Payment Fee (Institution-paid)						\$30.00
<b>Checkout</b> (single integration: Cardinal Parking)			Current Service	\$1,200.00		\$0.35
ACH Return						\$1.00
<b>Refunds</b> (with Single Sign-On) (“X” box to elect option(s).)			Current Service		\$100.00	
<input checked="" type="checkbox"/>	ACH Direct Deposit to Account					\$0.35
<input checked="" type="checkbox"/>	ACH Direct Deposit to Debit Card					\$0.35
<input checked="" type="checkbox"/>	Paper Check					\$3.00
ACH Return						\$5.00
<b>Other Refunds Fees:</b>	Wire Transfer of funds ( <i>if applicable</i> )					\$25.00
	Void Check					\$10.00
	Stop Payment					\$25.00
	Copy of Cashed Check					\$15.00
<b>Credit/Debit Card Payment Processing</b> (NPS; <u>aggregate</u> settlement)			Current Service			
Service Fee, fixed rate	Enterprise Student Payments, Payment Plans & Payment Forms	All cards				2.85%
Discount Fee, fixed rate	Payment Forms	All cards				2.50%
<b>Credit/Debit Card Payment Processing</b> (NPS; <u>direct</u> settlement)			Current Service			
Service Fee, fixed rate	Checkout	All cards				3.50%
<b>Company-built Integration</b> (NBS Connector)			Current Service			

1. **Order Form Terms:**

- a. This Order Form reflects the Institution’s Service elections and associated pricing as of the Effective Date of 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.
- b. Any mutually agreeable modification or addition of Service must be on a written and executed Order Form. Any subsequently executed Order Form will be subject to the terms and conditions of the Agreement, and any conflict between Order Forms will be controlled by the later executed Order Form.
- c. 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, or ACH fees) or installation, maintenance, and transaction fees for any other Company-delivered Service the Institution:
  - i. is currently contracting to use, until such time as a Service is terminated; or
  - ii. 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, according to the current pricing schedule outlined in the Agreement.

2. **Fees:** Prices shown are valid if the Agreement is executed by July 31, 2025.



- a. **Implementation Fee (if applicable):** Company will invoice Institution for fifty percent (50%) of the applicable Implementation Fee, if any, upon receipt of an executed Order Form. The remaining Implementation Fee balance will be invoiced upon completed service implementation (“go live”).
  - b. **Annual Fee:** Includes hosting, maintenance, technical support, and release upgrade services. Assessed per year or any portion thereof. The initial (Year 1) Annual Fee will be invoiced to Institution upon completed service implementation (“go live”).
  - c. **Monthly Fee:** Monthly Fee includes hosting, maintenance, technical support, and release upgrade services.
  - d. **Transaction Fee:** Per transaction fees assessed for any Company-initiated/processed transaction, including but not limited to payments (ACH, credit/debit card), credit card refunds/reversals (individual and/or batch), merchant processing fees, disbursements, and in-person payments, if applicable.
  - e. Each hosted service is configured to Institution specifications without source code customization. Any post-deployment change requests will be billed at the then-current Professional Services hourly rate.
3. **Student Payments:**
- a. **Returned/Declined Payment Fee:** NSF for eCheck or declined card; charged to Institution.
4. **International Payments:**
- a. **Transaction Fee:** Company will assess to Institution the stated Transaction Fee(s) for the applicable Service(s) for any Company-initiated/processed international payment transaction. No additional foreign exchange payment-related fees or charges will be assessed by Company.
  - b. In the event Institution elects to utilize international payments, Institution will work directly with the international payment processor(s) to establish a client account for international payment services with the processor(s).
  - c. **Flywire:** Institution will contract directly with Flywire for international payment services; costs associated with Flywire services, if any, will be negotiated directly between Institution and Flywire, and Institution will pay Flywire directly for those costs.
5. **Payment Plans:**
- a. **Annual Fee:**
    - i. For Enterprise clients, the Annual Fee will be waived if Institution 1) implements/uses Student Payments, or 2) uses Institution-built or third-party integration.
    - ii. For Enterprise Payment Plan-only clients, the Annual Fee will be waived if Institution generates  $\geq$ \$20,000 in payment plan enrollment fees in the preceding calendar year.
    - iii. The Annual Fee will apply if Institution does not meet the above outlined criteria.
  - b. **Waived Fee.** Annual Fee waived in consideration of use of Student Payments.
  - c. **Enrollment Fee:** The stated fee may be paid by the Payer/Responsible Party or Institution, depending on Institution’s desired configuration for the specific payment plan in question. This configuration option may be modified for future payment plan agreement periods, at the Institution’s discretion, upon written notice to the Company in such time and in such manner as to afford the Company a reasonable opportunity to enact the change.
  - d. **Funds Collected for Institution (“CFI”):** 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. This configuration option may be modified for future payment plan agreement periods, at the Institution’s discretion, upon written notice to the Company in such time and in such manner as to afford the Company a reasonable opportunity to enact the change.
  - e. **Returned/Declined Payment Fee:** NSF for eCheck or declined card; a returned payment fee not to exceed the maximum amount permitted under applicable law will be assessed to the consumer (Payer/Responsible Party) if a scheduled payment attempt fails. An uncollected scheduled payment may be reattempted up to two (2) more times. Rescheduled failed payments are not subject to a returned payment fee if they fail. The returned payment fee will be due and payable by the Responsible Party to the Company; the Institution will have no financial liability for returned payment fees. Returned payment fees are subject to change, without notice.
  - f. **Past Due Payment Plans:**
    - i. **Consumer Entered:** A link is provided to students to log into the system and create a payment plan for any amount. Institution predetermines the payment options available.





BUSINESS SOLUTIONS

DOCUMENT B

FORM Anderson University-SC

Hosted Business Service

- b. Other Refunds Fees: Requests for these activities will be initiated by the Institution. Fees will be assessed to the school; these fees are separate from Refunds disbursement Transaction Fees (e.g., ACH Direct Deposit, Paper Check) in the table 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).
10. **Card Payment Processing**: Merchant services provided by Nelnet Payment Services (“NPS”) for Visa, MasterCard, Discover, American Express. Merchant card rates are subject to change with thirty (30) calendar days’ advance notice resulting from increases by any applicable card association.
- a. Discount Fee: Discount Fee charged to Institution (i.e., Institution-absorbed merchant fee).
  - b. Service Fee: Service Fee charged to consumer (Payer/Responsible Party); Institution receives 100% of billed amount. Service Fees are non-refundable.
  - c. Direct Settlement: Institution will receive daily batch payments from Visa, MasterCard and Discover according to the schedule determined by the respective card association. American Express will make separate deposits of funds according to processes set forth by the respective card association.
  - d. Aggregate Settlement: Company will typically deposit funds received to the designated Institution bank account in four (4) banking days.
  - e. One-Time Credit Card Reversal/Refund: Institution will be assessed a per transaction fee for each individual credit card reversal and/or refund.