



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) by and between **College of Lake County** (“Institution”) and **Nelnet Business Solutions, Inc.** (*dba* Nelnet Campus Commerce) (“Company”) is entered into as of the last signature date affixed hereto (“Effective Date”) and shall be as follows:

1. **SERVICES AND SCOPE**: This Agreement sets forth general provisions under which the Company will provide services to the Institution 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.

RESERVED.

3. **PAYMENT PROCESSING TERMS**: The following terms are applicable if Institution is receiving any form of payment processing services from 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 the NACHA rules and regulations) and make reasonable efforts to prevent fraudulent use by End Users and unauthorized users. The Company may monitor and audit Institution and End User ACH activity, conduct risk assessments, set exposure limits, provide education, monitor return activity, make change requests, evaluate staff-initiated entries, and reject certain entries (*e.g.*, physical check conversions). If necessary to comply with applicable laws, rules, or regulations, Company may revoke the Institution’s privilege to originate ACH transactions. The Company assumes the responsibilities of a third-party sender under NACHA Rules. The Institution is liable for all returns and reversals, including but not limited to untimely non-administrative returns.
 - c. **Card Payment Processing**: The Company will at all times maintain compliance with the most current applicable Payment Card Industry Data Security Standards (“PCI DSS”). Company acknowledges responsibility for the security of cardholder data under its control as defined within the PCI DSS. Company acknowledges and agrees that cardholder data may only be used for 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.

4. **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 Company's sole discretion and all changes shall be effective as of the date determined by Company; provided, however, Company shall endeavor to provide written notification to 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 Company makes a material change to any aspect of any Service, within ten (10) days of Institution's receipt of a Change Notice, Institution may notify 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 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 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, Institution may terminate this Agreement without penalty upon written notice to Company, delivered in accordance with this Agreement, no later than ten (10) calendar days following the final day of the Change Negotiation Period. Institution acknowledges and agrees that if it fails to provide Company with a Change Objection Notice within ten (10) calendar days of its receipt of a Change Notice, Institution shall be deemed to have accepted the changes set forth therein, and shall no longer have any right to terminate this Agreement.
5. **DATA RETENTION:** Institution acknowledges that Company does not retain information in perpetuity. Company may occasionally purge old and outdated information from its systems, especially sensitive information, according to its then-current policies and in compliance with industry best practices. 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 Institution's normal business operations and data access.
6. **TERM, RENEWAL, AND TERMINATION:** This Agreement will be effective as of the Effective Date. The termination date of this Agreement will be three (3) years from the Effective Date. The Agreement may be renewed upon mutual written consent between the parties. Following the initial twelve (12) months from Effective Date, either party may terminate this Agreement upon thirty (30) days written notice.
7. **DEFAULT:**
 - a. **Payment:** If the Institution fails to pay for services pursuant to 50 ILCS 505, delinquent amounts will be subject to a late fee equal to the lesser of 1.5% per month or the maximum rate allowed under law. If not remedied within ninety (90) days of Institution receipt of the original invoice, the Company may, at its option, deduct overdue funds from the Institution's remittances. In the event that the Institution becomes ninety (90) days past due, the Company may also, at its option, terminate this Agreement upon written notification to the parties identified herein.
 - 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) 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.
8. **CONFIDENTIAL BUSINESS INFORMATION:** During the term of this Agreement and for three (3) years after termination or expiration, each party agrees not to disclose Confidential Information obtained from the other party to any person or entity. As used herein, "Confidential Information" means information that is identified (orally or in writing) as confidential or is of such a nature that a reasonable person would understand such information to be confidential. Confidential Information shall not include information 1) generally known to the public, 2) already known, through legal means, to the party receiving the information, or 3) legally obtained from a third party; or 4) independent 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.
9. **CONFIDENTIAL CONSUMER INFORMATION AND SYSTEM ACCESS:**
 - a. Nonpublic Personal Information and Personally Identifiable Information, as defined in the Company's privacy policy (collectively, "Consumer Information") shall be used in accordance with Company's privacy policy in effect from time to time. Institution acknowledges and agrees (i) Company and its affiliates may use Consumer Information to send Institution and its

customers information about other products and services offered by Company and its affiliates; and (ii) Company may also share Consumer Information with our affiliates to market financial products and services to Institution and its customers. Company shall not sell Consumer Information to third parties.

- b. Company will remain in compliance with security and privacy obligations imposed by the Gramm-Leach-Bliley Act, Family Educational Rights and Privacy Act and other applicable laws or regulations.
- c. 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 to unauthorized personnel and will notify the Company as soon as it becomes aware of an unauthorized person obtaining 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.
10. **REVENUE-SHARING RELATIONSHIPS:** The Institution is strongly encouraged to disclose to its customers any revenue-sharing relationship it has with the Company, if applicable. If such a relationship exists and the Institution chooses not to disclose such relationship, the Institution will provide the Company with a written explanation of its policy.
11. **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 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 Indemnified Parties' additional counsel receives adequate information to monitor the litigation.
12. **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 INSTITUTION'S OBLIGATION TO PAY FEES TO 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. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 11 OF THIS AGREEMENT. No action against a party will be commenced more than eighteen (18) months after the accrual of the cause of action or a party's knowledge that such cause of action exists, whichever occurs later.
13. **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.
14. **FORCE MAJEURE:** Company shall not be liable or responsible to 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 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; (iii) changes in applicable law; (iv) actions, embargoes or blockades in effect on or after the date of this Agreement; (v) action by any governmental authority; (vi) national or regional emergency; (vii) strikes, labor stoppages, or slowdowns or other industrial disturbances; (viii) shortage of adequate power or transportation facilities; or (ix) pandemics.
15. **COMPLIANCE WITH LAW; INDEMNIFICATION:** Each party will comply with the federal, state and local laws, rules, and regulations ("Laws"), including but not limited to laws governing consumer protection. 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.

16. **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, Company grants 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.
17. **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.
18. **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.
19. **HEADINGS**: The paragraph headings of this Agreement are for reference only and are not to be construed as terms.
20. **WAIVER**: Neither party's failure to exercise its rights hereunder will constitute or be deemed a waiver or forfeiture of such rights.
21. **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.
22. **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 (i) to any Affiliate of the assigning party or (ii) 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

19351 W Washington St.

Mailing Address

Grayslake, Illinois 60030-119

City, State, ZIP

Federal Tax ID

11,854 (NCES)

Enrollment

AUTHORIZED SIGNATURES



College of Lake County

DocuSigned by:

Kevin Appleton

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6/28/2022 | 3:21 PM CDT

Nelnet Business Solutions, Inc.

47-0751402

Jacqueline Strohbehn

7/1/2022

Signature

Kevin Appleton

Date

Signature

Date

Print Name

CFO

Jacqueline Strohbehn

Print Name

President, Nelnet Campus Commerce

Title

Corporate Headquarters:

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

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

This has been reviewed and approved by Legal.

ATTACHMENT A

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

- a. **“Agreement”** means the Professional Services Agreement executed between the Institution and the Company (collectively, **“the Parties”**) which incorporates applicable Order Forms and Terms and Conditions.
- b. **“Cashiering”** means a secure, integrated solution for processing student and non-student payments (e.g., departmental deposits, donations, tickets) in real time. The Company’s cashiering application validates general ledger accounts, provides audit controls and robust receipting, integrates easily with an institution’s ERP, and has a flexible front end to allow the institution to configure multiple transaction types.
- c. **“Change Requests”** are requests by the Institution to modify existing system features or their output. To meet Change Requests, Company provides Professional Services at an hourly rate as quoted on the Change Request form.
- d. **“Commencement Date”** means the date of the first transaction processed by the Company on behalf of the Institution for a given service.
- e. **“Commerce Manager™”** is a feature of QuikPay which allows an institution the ability to self-deploy new departments throughout campus (except Company-Deployed Departments as defined below) with no incremental charge. Each department on campus can conduct business, collect information, and accept one-time payments online while centralized administrators maintain control of accounting in the business office.
- f. **“Company-Deployed Department”** means a primary or central department, or a separate one for each campus, like the main business office or student financial services office, that must be deployed by the Company (in contrast to the self-deployed *Commerce Manager* departments described above). A Company-Deployed Department, also referred to as “classic” or “standalone” department, has separate reporting, and can accept recurring automatic or scheduled payments. Each Company-Deployed Department must be purchased separately.
- g. **“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.
- h. **“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.
- i. **“e-Bill”** means an attempt to make available a billing statement in electronic form to a potential payer.
- j. **“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.
- k. **“Enterprise”** means the Company’s proprietary system, based on the .NET platform, through which it delivers Company’s Enterprise-specific campus commerce software.
- l. **“e-Pay”** means an attempt to process an electronic payment (via ACH or credit/debit card) through the System software.
- m. **“ERP”** means an Institution’s Student Information System (Enterprise Resource Planning software).
- n. **“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.
- o. **“Integration Connector”** means a series of instructions to post information to and/or from the Company’s system and the ERP system.
- p. **“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.
- q. **“Institution Content”** means any data or content that is submitted by the Institution and collected and stored by the Company’s system.
- r. **“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.
- s. **“New Feature”** means a major enhancement or service with significant new functionality, as determined by Company in its sole discretion and as listed on an Order Form. New Features may be “turned on” for an additional charge as agreed to by executing an additional Order Form.
- t. **“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.

- u. **“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.
- v. **“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.
- w. **“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.
- x. **“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.
- y. **“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.
- z. **“QuikPav®”** means the Company’s proprietary system, based on the J2EE platform, through which it delivers Company’s QuikPay-specific campus commerce software.
- aa. **“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.
- bb. **“Returned Item”** means any payment remitted to Institution that is returned by the payer’s bank or financial institution or any reversal of credit/debit payments.
- cc. **“Staff”** means those Institutional employees designated by the Institution to work with the Company in deploying and managing the system and hosted services.
- dd. **“Storefront”** means a self-service web store which allows an institution to sell physical goods, process event registrations, and solicit donations. Consumers can add multiple items to a shopping cart and pay for these items using a credit or debit card or eCheck in a single transaction. Institutions can set up multiple stores, create and manage products, view orders, track inventory, and record order fulfillment.
- ee. **“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.
- ff. **“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.
- gg. **“Upgrade”** means a modified version of the system that contains patches, bug fixes, error corrections, enhancements, New Features, and other maintenance items. New Features may be “turned on” for an additional charge as agreed to by executing an additional Order Form.

2. **SERVICES:**

- a. **Provision of Services by Company:** Subject to the terms and conditions of the Agreement and these Terms and Conditions, Company will use commercially reasonable efforts to provide the system to the Institution. In addition, Company will use commercially reasonable efforts to ensure that the system is accessible through the System Site over normal network connections, with the exception of downtime due to necessary maintenance and troubleshooting.
- b. **Support and Maintenance:** Subject to the Institution’s timely payment of all applicable fees as defined in Section 7 of the Agreement, Company will make Upgrades available for the system when and if made available for general release in Company’s sole discretion. Company will provide telephone support services to Institution Staff for system related questions during Company’s regular business hours (866.315.1263; 8:00 a.m. to 5:00 p.m. Central, Monday through Friday, excluding Company-designated holidays). If Institution desires additional services, including, without limitation, training or customization services, Company may provide such services pursuant to its standard rates and terms for Professional Services. Provision of support and maintenance does NOT include major enhancements with significant new functionality or additional services, as determined by Company in its sole discretion (“New Features”). New Features must be purchased through a validly executed Order Form.
- c. **Professional Services:** While not an all-inclusive list of Professional Services, common examples are listed below:
 - i. **Incompatible Customizations:** When QuikPay is upgraded, previously requested customizations may not be compatible with the QuikPay Upgrades and integration tools may require additional Professional Services from the Company’s programming staff. The Institution agrees to pay the Company its then-current hourly rate multiplied by the number of hours needed to analyze and modify such software customization to interact properly.

- ii. **Delayed Deployments**: If the Institution decides not to implement all of the features on any Order Form at one time, the Institution is responsible for the fixed flat fee pricing stated on that Order Form, if applicable. Institution and Company will negotiate a mutually beneficial time for re-engagement. Institutions are strongly encouraged to deploy features simultaneously as to minimize the potential conflict to meet future launch dates.
- iii. **Debit Block Resolution**: If the Institution fails to remove debit blocks from its account, hourly fees will apply as the Company makes adjustments and reconciles funds due to such failure.

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, Company will provide to the Institution a non-exclusive, non-transferable subscription that enables End Users to access and use the system as made available to the Institution and such End Users through the System Site solely for the Institution's internal business purposes and solely in accordance with the Documentation.
- b. **Restrictions**: Institution will not, and will not permit any End User or third party to: (i) modify, adapt, alter, translate, or create derivative works from the system, 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**: Institution acknowledges that End Users must abide by the terms of the System Site, and Company reserves the right to deny access to the system to any End User who does not abide by such terms. End Users may use the system only for the purposes of viewing bills, submitting payments, and performing commerce-related activities for the sole benefit of the Institution. Use will be subject to any and all posted terms that are not inconsistent with terms herein. The Institution will ensure that the Institution, Staff, and End Users who use the system comply with all applicable laws and regulations and any written or electronic instructions for use.

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, which is intended to encompass an average charge for Operational fees) 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**: Implementation Services fees for the initial deployment or subsequent enhancements (if applicable) will be invoiced and presented for payment following the Acceptance Date, as defined in Section 5 of this Attachment A. If Institution delays deployment of any feature, it is responsible for the fixed flat pricing stated on the Order Form for all features, if applicable. The Institution will submit timely payment of the Implementation invoice as defined in Section 7 of the Agreement.
- c. **Professional Services**: Professional Services will be provided to the Institution only pursuant to the terms of an executed Order Form or Change Request form. Professional Services will be provided by the Company's at its 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) days' advance notice if the Company's bank merchant rate increases due to changes made by Visa, MasterCard, Discover, or American Express.) The Company reserves the right to increase fees at any time in an amount necessary to offset the cost of rising postal rates associated with the refunds process, if applicable. Notwithstanding the foregoing, the Company reserves the right to periodically adjust its prices to address changing market conditions and other business realities. These increases will be infrequent, well-communicated, and cause for immediate termination by the Institution if deemed unreasonable by the Institution in its sole discretion.
- f. **Company Pricing Changes**: Operational, transaction and other fees are stated in an Order Form. They may be adjusted annually, after one (1) year from the Effective Date, 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 of any given year. The Institution reserves the right to reject any proposed cost increase and terminate the Agreement.

5. **INSTITUTION RESPONSIBILITIES:**

- a. **Staff Participation:** Staff participation is required for requirements gathering, system configuration, deployment, testing and training in accordance with the scheduled timeline for delivery. Delays in the scheduled timeline due to lack of Staff participation will be the responsibility of the Institution and subject to the terms outlined in 5.f.
 - b. **Marketing:** The Institution will communicate the availability of the system, without limitation, through the Institution's website to the Institution's End Users.
 - c. **Commencement:** The Institution will make the system available to End Users through the Institution's website beginning on the Commencement Date.
 - d. **Acceptance Testing:** The Institution will, with the Company's assistance, have the right to verify the operation of the system in accordance with Company documentation. The Acceptance Testing Period will be a time period not to exceed thirty (30) 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 thirty (30) business day Acceptance Testing Period or subsequent Acceptance Testing Periods, the system will be deemed accepted. The Acceptance Date will be the date that the Institution determines that the system satisfactorily complies with the Documentation, or the date acceptance occurs, whichever comes first. If the system fails to materially conform to Company documentation, the Institution will notify the Company of such failure in writing within the thirty (30) 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 Company, its licensors, and contractors require Institution technical support for the deployment of the system into the Institution website. The Institution will 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.
 - 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:** Excepting any invention, improvement, discovery, or innovation (whether or not patentable) delivered specifically to the Institution for its exclusive use, and not for use by the Company's other clients, and not related in any way to the Company's pre-existing intellectual property, 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.

Notwithstanding the foregoing, the Company will retain ownership of its pre-existing and proprietary materials and other intellectual property. Any invention, discovery, innovation or improvement related to the Company's intellectual property shall remain the exclusive property of the Company and shall also be considered the Company's intellectual property. The Company hereby grants

the Institution a royalty-free, worldwide right and license to use the Company's proprietary materials and other intellectual property during the term of this Agreement.

7. **CONTENT WARRANTY:** Institution will be solely responsible for providing all Institution Content. Institution will be solely responsible for ensuring the appropriateness of any data provided by End Users at the request of the Institution (for example, on a form created by the Institution, if applicable). Institution grants to Company all necessary proprietary rights and licenses in and to Institution Content solely as necessary for Company to provide the Services for Institution. Institution will not knowingly provide content that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (c) is materially false, misleading or inaccurate. Institution will not request data from End Users: (a) the storage of which would violate applicable laws and regulations; (b) that exposes the Company to risk of breach and/or breach notification; or (c) that Institution would not readily store unencrypted on its own servers. Company may take remedial action if content violates this Section 7; however, Company is under no obligation to review content or data for accuracy or potential liability. Institution will be responsible for 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 ITS 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. See the Refund Process below, if applicable, for additional information about debit blocks and ACH processing.
- a. **Enterprise:** The Company will automatically deposit the Institution's funds into the Institution's bank account according to the schedule selected by the Institution; however, in no event will Company remit funds less than four (4) banking days after such funds were collected.
- b. **QuikPay:** ACH (*i.e.*, Automated Clearing House) payments are batched at the end of each business day and deposited within two (2) business days.
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. Remain in compliance with the most current and appropriate representations, warranties, and covenants contained in the Operating Manual, the Operating Regulations, and applicable laws, rules of the preferred Merchant Acquirer, and the applicable card associations;
 - iv. Comply with Payment Card Industry (PCI) Data Security Standard (PCI-DSS) and undergo Level 1 PCI audits as necessary;
 - v. Keep data confidential and not copy, publish, sell, exchange, disclose or provide to others or use any information, documents or data, provided or disclosed to the Company or any account information related to credit and debit cards or cardholders for any purpose other than performing the Company's obligations under the Agreement, as required by the PCI DSS, or as required by applicable law; and
 - vi. Ensure that all system interfaces are compatible with the requirements of the processing systems and networks established and used by a Merchant Acquirer.

12. **RESERVED.**

13. **RESERVED.**

14. **PAYMENT PLAN – ENTERPRISE:** 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 training 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) days’ advance notice if the Company’s bank merchant rate increases. The Institution reserves the right to reject a proposed price increase and terminate this Agreement.
- 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 collect payments owed to the Institution as set forth herein, to process and hold these funds, and to transfer and disburse collected funds to the Institution. It is understood that the Company is acting only as a custodian for collection and disbursement of these funds, and does not guarantee payments or provide for the collection of payments upon default by Responsible Parties. All successfully collected payments will be deposited into a custodial account (for ACH) or a settlement account (for credit and debit card). Each successfully collected payment is guaranteed by the U.S. Government, some agency thereof, or the Company’s depository bank. These funds are held in custody with the Company for the Responsible Parties and, upon remittance by the Company to the Institution’s bank account, will become the property of the corresponding Institution, less applicable fees. Any interest earned on funds in the custodial account is payable to the Company.
- 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 thirty dollar (\$30) returned payment fee will be assessed to the Responsible Party if a scheduled payment attempt fails. The returned payment fee will be due and payable by the Responsible Party to the Company; the Institution will have no liability for returned payment fees. Returned payment fees are subject to change in future agreement periods with thirty (30) days’ notice to the Institution.
 - 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 Company will automatically deposit the Institution's funds into the Institution's bank account according to the schedule selected by the Institution; however, in no event will Company remit funds less than four (4) banking days after such funds were collected. In addition, remittance schedules are subject to change if any processing bank changes its settlement procedures or guidelines.

15. **REFUNDS:** The Institution can select from three refund options, individually or in any combination:

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

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

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

a. **Institution Obligations:** The Institution will:

- i. Establish and manage a process whereby Candidates can opt out of the transfer of their ACH payment profile to the Company's system, if applicable;
- ii. Collect and maintain appropriate documentation of the opt-out process for seven (7) years, making the information readily available in the event of an audit review request, if applicable;
- iii. Ensure the accuracy of Candidate ACH payment profile information, if applicable;
- iv. Format Candidate ACH payment profile data and the file for transmission according to Company specifications, if applicable;
- v. Establish the capacity to encrypt and transmit Candidate ACH payment profiles via Secure FTP (SFTP) or other supported secure transport protocol, if applicable;
- vi. Forward a single file of Candidate ACH payment profiles to the Company for upload to the System, if applicable;
- vii. Ensure Candidates will receive credit balance monies ("Refund") by an alternate method if not enrolled to receive a refund through the contracted product;
- viii. Establish and follow procedures for (1) identifying and determining a credit balance on a student account; (2) verifying eligibility prior to disbursement; (3) drawing down Title IV funds; and (4) notating the disbursement on student ledger accounts;
- ix. Ensure the accuracy of all refund data provided to the Company, including but not limited to ensuring the accuracy of any refunds file and preventing any duplicate refund data from being submitted to the Company (including duplicate files);
- x. Forward Candidate files to the Company with sufficient lead time so as to meet Title IV deadlines, where applicable; the Institution is solely responsible for timely delivery of Candidate files:
 1. For ACH direct deposit refund disbursements, Candidate files must be uploaded to the Company system no later than ten (10) business days following credit balance determination;
 2. For paper check refund disbursements, Candidate files must be uploaded to the Company system no later than eight (8) business days following credit balance determination;
- xi. Create messaging content for enrollment and disbursement notifications to Candidates;
- xii. Ensure an alternate system is in place to provide the refund disbursement if undeliverable via the primary method of choice (*i.e.*, invalid account message from NACHA);
- xiii. Educate students regarding the various refunds method(s) offered by the Institution;
- xiv. Make available sufficient funds to process the refunds by debit-block-free ACH transaction to Institution's bank account;
 1. If an ACH debit transaction is rejected by Institution's bank for any reason, the Institution agrees to wire said funds to the Company by noon Central time on the date notified by the Company; if the Institution fails to wire the necessary funds by noon Central time, the Company may recall the original refund transaction file(s).
 2. In no way limiting the above, if an ACH debit transaction fails due to a debit block, hourly fees at the then-current Professional Services rate will apply as the Company makes adjustments and reconciles funds due to such failure.
 3. If the Institution fails to remove the debit block within 48 hours, in addition to recalling the original refund transaction file(s), the Company may suspend all further refund activity until the debit block is removed.
 4. As a condition precedent to Company processing any transaction file that exceeds \$500,000.00 (a "Major Transaction"), Institution shall wire funds to 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 Institution fails to timely wire such funds, then Company shall have the right, without notice to Institution, to immediately recall the original refund transaction file(s) and suspend all further refund activity until such funds are wired to Company. In addition, at any time and for any reason, Company shall have the right to modify the Major Transaction amount by providing no fewer than five (5) calendar days' written notice to 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 Company to promptly process aged outstanding checks;
 - xix. Establish and follow procedures to return undeliverable and non-negotiated Title IV funds to the Department and prevent escheatment to the state;
 - xx. Issue any stop payments on refund checks and agree not to re-submit any refund request for the affected payee disbursement candidate until the day following the stop payment request (to ensure the stop payment has time to become effective and avoid having two "live" checks in process);
 - xxi. Be responsible for any and all liabilities, damages, expenses, or losses incurred by the Company because of any act or omission of the Institution, its officers, employees, or End Users in connection with or relating to: (1) a provision of inaccurate payee information, (2) a violation of any applicable laws, rules, or regulations, and (3) any fraudulent refund activities; and
 - xxii. Submit to annual Company review of Title IV policies and procedures, per Department directive. Institution will be required to complete the review process prior to going live with Company's refunds management services.
- b. **Company Obligations:** The Company will:
- i. Perform Department-required review of Institution's Title IV policies and procedures based on the Institution's Commencement Date for the Company refunds product (See xxii. above);
 - ii. Submit review report to Institution, and if required, the Department;
 - iii. Maintain payee authorization to perform electronic funds transfer (EFT);
 - iv. Obtain payee refunds disbursement preference based on option(s) selected by Institution;
 - v. Upload Institution-provided Candidate ACH payment profiles to the System, if applicable;
 - vi. Securely process the credit balance file uploaded by the Institution once funds have been received by the Company;
 - vii. Notify payee that a refund has processed;
 - viii. Deposit funds to payee-nominated domestic checking or savings account or existing re-loadable prepaid debit card within three (3) business days of receipt of disbursement candidate file;
 - ix. For paper checks, mail checks within six (6) business days of receipt of disbursement candidate file;
 - x. Within three (3) business days of being notified by bank, notify Institution of any transactions known to have rejected;
 - xi. Return rejected EFT transaction funds to Institution for disbursement, unless contract allows for an alternate method of disbursement;
 - xii. Return disbursement information to the Institution via SFTP or other supported secure transport protocol;
 - xiii. Provide applicable support to deliver customer service, as necessary, based on program offerings;
 - xiv. Adhere to all applicable laws, rules, or regulations;
 - xv. Maintain Professional Liability and Employee Dishonesty insurance at sufficient levels to reasonably offset the risk of loss;
 - xvi. Return non-negotiated funds back to Institution after the applicable period (currently 90 days); and
 - xvii. Undergo and submit an annual Title IV compliance audit.

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

- a. **Notification:** The Company will notify the U.S. Department of Education ("the Department") of its status as a third-party servicer on behalf of the Institution, as it relates to Title IV program funds, within ten (10) calendar days of a fully executed agreement or Order Form for said service. The Institution will be responsible for notifying the Department of its decision to contract the Company as a third-party servicer within the timeframe necessary to ensure the Institution's compliance with Title IV statutes.
- b. **Use of Funds:** The Company will use any funds that the Company administers under any Title IV program solely for the purposes specified and in accordance with that program.

- c. **Report of Misconduct:** The Company will refer any information to the Office of Inspector General of the Department of Education for investigation if there is reasonable cause to believe that the Institution might have engaged in fraud or other criminal misconduct in connection with the Institution's administration of any Title IV program.
 - d. **Liability:** Notwithstanding any indemnification provisions of this Agreement, both parties are jointly and severally liable to the U.S. Secretary of Education for any violation by the Company of any statutory provision of or applicable to Title IV of the HEA.
 - e. **Audit:** The Company will undergo and submit an annual Title IV compliance audit.
 - f. **Return of Records, Funds:** The Company will return to the Institution all records and Title IV funds in the Company's possession pertaining to the Institution's participation in the program(s) if the Company or Institution terminates the contract, if the Company stops providing services for the administration of a Title IV program, or the Company files a petition under the Bankruptcy code (34 C.F.R. § 668.25(c)(5)).
17. **COMPLIANCE REVIEW:** The Institution shall, from time to time during regular business hours and upon reasonable prior written notice, permit Company representatives to review Institution's applicable policies and procedures or other records necessary to ensure Institution's and its subcontractors' compliance with the terms and conditions of this Agreement, as well as applicable law or additional requirements imposed by the Department related to the services provided under the Agreement. Institution agrees to reasonably cooperate with Company's review. In the event Institution fails to cooperate with Company, such failure will be deemed a material breach of the Agreement. Institution understands and agrees that the results of any such review will be shared only with the Institution, authorized Company associates, and governmental entities charged with enforcing applicable laws, including the Department.
18. **RESERVED.**
19. **RESERVED.**
20. **POINT-TO-POINT ENCRYPTION ("P2PE"):**
- 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. Institution wishes to utilize the P2PE Service and shall pay the fees for the P2PE Service set forth on an Order Form, no later than thirty (30) days after the receipt of an invoice from Company.
 - c. In order to utilize the P2PE Service, Institution will obtain point-to-point encryption devices ("P2PE Devices") issued by Bluefin. Company will order from Bluefin, on behalf of the Institution, the number of devices indicated by Institution on an Order Form. The P2PE Device purchase will be subject to pricing and payment terms set by CDE Services, Bluefin's PCI P2PE Key Injection Facility ("KIF"). Bluefin will submit the device order to the KIF; the KIF will invoice the Institution directly for the device costs, and Institution will pay such device costs directly to the KIF to initiate shipment.

Corporate Headquarters:

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ORDER FORM (continued)
Hosted Business Service

College of Lake County

b. Payment Plans:

- i. 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.
- ii. 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.
- iii. Returned/Declined Payment Fee: NSF for eCheck or declined card; charged to consumer (Payer/Responsible Party).

c. 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.
- ii. Institution First: Institution targets students with past due balances by creating a record in the system via file upload of student data; Institution can upload a second file containing balance data for said students. Institution initiates an email invitation to the student to enroll in a payment plan for the consolidated past due balance owed.
- iii. End-to-End: Allows institution to combine multiple term balances into a single past due amount for payment via payment plan. Past due balance is pulled in through Real-Time Account Activity (RTAA); payments are posted in real time or through end of day. Payment Plan participation indicators can be placed in real time or through end of day.

d. Card Payment Processing: Merchant services provided by PaymentSpring for Visa, MasterCard, Discover, and American Express.

- i. Merchant Services Fees: Operational, transaction and other fees stated in this Order Form will remain fixed until December 31, 2022. Thereafter, merchant card rates are subject to change with thirty (30) days' advance notice resulting from increases by any applicable card association. If such increase is deemed unreasonable by the Institution in its sole discretion, the Institution may exercise its option to terminate the Company-provided merchant services.
- ii. Program Service Fee: Assessed per merchant account/Merchant ID ("MID").
- i. PCI Non-Validation Fee: Assessed per merchant account/MID if Institution fails to:
 - 1) Provide proof of approved PCI DSS compliance validation within ninety (90) days of notification or request; or
 - 2) Remain in compliance.
- iii. 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.
- iv. One-Time Credit Card Reversal/Refund: Institution will be assessed a per transaction fee for each individual credit card reversal and/or refund.
- v. Batch Credit Card Refunds: If Batch Credit Card Refunds is enabled, Institution will be assessed a per transaction fee for each credit card reversal and/or refund. Credit card Service Fee transactions are non-reversible.

e. Refunds:

- i. ACH Direct Deposit to Debit Card: Refers to ACH disbursement to an existing reloadable prepaid debit card.
- ii. ACH Return: ACH Return charge assessed only in the event Institution elects ACH-only refunds; the ACH Return fee is waived if Paper Check refunds option is available to students.
- iii. Other Fees: Requests for these activities will be initiated by the Institution. Fees will be assessed to the school; these fees are separate from Refunds transaction fees listed above and any additional banking costs associated with these activities. Additional fees will apply for special requests, if any (e.g., paper check overnight fee).

f. Point-to-Point Encryption ("P2PE"):

- i. Monthly Fee: Assessed per device and is based on Institution's total number of active P2PE payment devices during a given month (used in conjunction with Company-delivered services). If a device is active at any point during a given month, the Monthly Fee applies.
- ii. Transaction Fee: P2PE Transaction Fee indicated is in addition to the per transaction fee(s) assessed to Institution for any applicable payment processing service(s), as outlined in the Agreement.
- iii. Payment Devices: Institution must obtain P2PE payment device(s) from Company's vendor/distributor. Company will order the number of devices Institution requests directly from vendor/distributor on behalf of the Institution. Vendor/distributor will invoice the Institution directly for the device costs, and Institution will pay vendor/distributor directly, plus shipping and handling; the per device price includes key injection fee.

ATTACHMENT C

SERVICE LEVEL AGREEMENT

The following sets forth service levels that **Nelnet Business Solutions, Inc.** (“Company”) will provide to **College of Lake County** (“Institution”) in connection with hosted business services. Capitalized terms not defined in this Service Level Agreement (“SLA”) are defined in the Professional Services Agreement (“Agreement”) between Company and Institution.

SERVICE LEVEL COMPONENTS

Availability: The Company will use commercially reasonable efforts to provide access to the System twenty-four (24) hours per day, seven (7) days per week (“24/7”) for all End Users of the System in association with an Institution-related transaction. Exceptions to these requirements are the time required for scheduled maintenance, security responses, and emergency changes. The Company will provide commercially reasonable security on all Company applications and locations.

The Company will provide all End Users access to the System greater than or equal to 99% of the time during each calendar month of the Term (“Service Availability Guarantee”). Service Availability consists of the number of minutes in a month that the System was available less unavailable minutes due to an Unplanned Outage. An “Unplanned Outage” is defined as any Priority 1 event reported by the Institution, as defined under “Technical Support Availability” below. The duration of an Unplanned Outage will be calculated from the date and time that the Company detects the issue or the Company’s support center acknowledges receipt of an error report from the Institution, and will end when the Company notifies the Institution of issue resolution. If the Company provides 98.9% Availability or less during a month in the Term, the Company will refund five percent (5%) of the monthly hosting fee for each affected product for such month to the Institution. If the Company provides 98% Availability or less during a month of the Term, the Company will refund ten percent (10%) of the monthly hosting fee for each affected product for such month to the Institution. In the event of an Unplanned Outage, the Company will calculate the appropriate refund and apply the amount as a credit to the Institution’s billed charges for each affected product in the invoice period in which the outage occurred. For purposes of this SLA, “Availability” will mean access to the System without substantial degradation to the System services, such that the services are not essentially unavailable to End Users as a result of unreasonable response times. The determination of “Availability” will not include scheduled maintenance windows, necessary troubleshooting, or emergency changes. The Company will monitor Availability internally and respond to any service outage without notification by the Institution. The Company will promptly notify the Institution of any such outage that lasts more than fifteen (15) minutes.

Emergency Changes: Occasionally, a situation may arise when changes to the System cannot wait until the next normally scheduled maintenance period (e.g., security patch for a newly discovered high-risk issue). To reduce the business impact to the Institution and ensure there is no conflict that could add unnecessary risk to the Institution, the Company reserves the right to perform emergency changes outside of the established maintenance calendar and communication windows. In these rare circumstances, the Company will communicate to the Institution as soon as possible. Emergency changes will not be calculated as “downtime” or an unplanned outage under the Service Availability Guarantee.

System Responsiveness: The Company server will generally respond quickly to user queries and updates (called “transactions” in this paragraph) and will have an average response time of five (5) seconds from the time that the transaction arrives into the Company server to the time the transaction leaves the Company server. The Company will use commercially reasonable efforts to provide End Users with quick responses. The Institution understands that there are many items that can influence the speed of the user experience, including the speed of the End User’s equipment, the speed of the End User’s internet connection, the speed of the Institution’s web servers, the speed of the general internet at any particular moment, and other items that impact the speed of the End User’s perceived responsiveness of the System.

Timeliness: The Company will use commercially reasonable efforts to process files, interfaces, reports, account updates, etc. according to a schedule mutually agreed upon by the parties. ACH file production and transmission to the Federal Reserve are batched at the end of each business day and funds collected are deposited according to the agreed upon schedule between the parties. Processing of electronic statements, if applicable, will be configured to run according to the preference (i.e., manually or automatically) and frequency determined by the Institution.

Data Accuracy: The Company will use commercially reasonable efforts to provide accurate results based on the data provided by the Institution, and to meet the following:

1. Following successful authentication (once Institution has completed the authentication process as approved by the Company), End User will be connected to their correct account at the System Site, where applicable.
2. Authorized third-party payers will be connected to the correct account following authentication at the System Site, where applicable.
3. The System Site will present End User data in accordance with information provided via file uploads, interfaces, account updates, etc. based on the contracted service(s) and as mutually agreed upon by the parties.
4. The System Site will accurately retain all payment profiles for students and authorized End Users, where applicable.
5. The System Site will accurately retain all payment histories for students, authorized End Users and/or consumers as required by the Agreement between the parties.
6. Authorized End Users can only view payments initiated by such End User.
7. ACH file submission to the Federal Reserve will include all payments processed prior to the business day's cut-off time (TBD), excepting bank holidays and weekends, which will be processed at the end of each business day and deposited according to the schedule in the Agreement between the parties.

Technical Support Availability: The Company's technical support will be available twenty-four (24) hours a day, 365 days per year for Priority 1 service issues (as defined below), and during regular business hours (8:00 a.m. to 5:00 p.m. Central, Monday through Friday, excluding Company-designated holidays) for other service issues.

Priority	Priorities Assigned Under These Guidelines	Sample Issues
1	<ul style="list-style-type: none"> • Problem has significant impact on the Institution's operations • System is down or unusable • No workaround is available 	<ul style="list-style-type: none"> • Many or all of the Institution's users have no access to System • System response time significantly degraded from standard response time
2	<ul style="list-style-type: none"> • Problem impacts the Institution's operations • Temporary workaround is available • Problem impairs the Institution's ability to use the System effectively 	<ul style="list-style-type: none"> • Some of the Institution's users have no access to the System • System performance is unstable
3	<ul style="list-style-type: none"> • Problem has minor impact on the Institution's operations • Problem occurs infrequently • Workaround available 	<ul style="list-style-type: none"> • The Institution has functionality questions • The Institution requires software/patches for a non-emergency break-fix situation

Recovery Time: Receipt of an error report will be acknowledged as specified below. The Company will, after receipt of an error notification reported to the Company by phone, use commercially reasonable efforts to respond to each notification as indicated below, with a resolution of the issue as indicated below:

Priority	Initial Contact Response (Company support center acknowledgement)	Initial Resolution Commences (Company technician commences work)	Target Time for Issue Resolution
1	1 hour	2 hours	4 hours
2	2 hours	4 hours	2 business days
3	1 business day	To be mutually determined by the Institution and the Company on a case-by-case basis	To be mutually determined by the Institution and the Company on a case-by-case basis

If the issue is determined to be the result of a third-party failure of software, hardware, systems or connections, or attributed to natural or other disaster, resolution times may be extended.

Excused Performance Problems: The Company will not be liable to the Institution for any failure to meet a service level to the extent that such failure is attributable to the following: (i) acts, omissions, or errors of the Institution or an End User, (ii) breaches of the Agreement by the Institution, (iii) any software, hardware, systems or connections not provided or controlled by the Company, (iv) failure of the internet or an internet service provider, (v) failure of the Institution's or an End User's software, hardware, systems or connections, (vi) scheduled or unscheduled maintenance, (vii) the Institution's or an End User's failure to provide correct and

necessary data, or (viii) any force majeure event as further described in the Agreement. These are referred to herein collectively as an “Excused Performance Problem.”

ATTACHMENT D**PRIVACY ADDENDUM**

THIS PRIVACY ADDENDUM (“Privacy Addendum”) by and between **College of Lake County** (“Client” or “Institution”) and **Nelnet Business Solutions, Inc.** (“NBS” or “Company”) is entered into and effective as of the last signature date affixed hereto (“Effective Date”). The Privacy Addendum is supplemental to the Professional Services Agreement (“Agreement”) and sets out the terms that apply when personal data is processed by NBS under the Agreement.

- I. **Obligations of NBS:** NBS will only process the personal data in accordance with the European Union General Data Protection Regulation (“GDPR”), Gramm-Leach-Bliley Act (“GLBA”), Family Educational Rights and Privacy Act (“FERPA”) and applicable United States data privacy laws. Processing will be limited to (a) the purpose of fulfilling NBS obligations under the Agreement, (b) authorized uses under the Agreement, or (c) compliance with an order of a court, governmental agency, or law enforcement agency.
- II. **Data Subject Rights:** NBS will provide commercially reasonable assistance, including by appropriate technical and organizational measures, to enable Client to respond to any inquiry, communication, or request from a data subject seeking to exercise their rights under the applicable privacy laws, including access, correction, restriction, and erasure of personal data, as applicable. In the event of such an inquiry, communication, or request Client will promptly inform NBS by providing the full details of the request. For the avoidance of doubt, Client is responsible for responding to data subjects requests for access, correction, restriction, objection, erasure or data portability of the data subjects personal data.
- III. **Data Transfer:** NBS will not transfer the personal data to a third country outside the European Economic Area (“EEA”) without Client’s prior written consent.
- IV. **Deletion or Return of Data:** NBS will process and store personal data only for the period necessary to achieve the purpose of the storage, or as permitted by law. In the event that NBS is required by law to retain some or all of the personal data, the protection of the Agreement and this Privacy Addendum will extend to such personal data and limit any further processing of such data to only those limited purposes that require the retention for as long as NBS maintains the personal data.
- V. **Data Retention:** Client acknowledges that NBS will not retain information in perpetuity. NBS will purge data according to its then current policies and in compliance with applicable laws.
- VI. **Security:** NBS will implement appropriate technical and organizational measures designed to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access or use and in accordance with NBS’ security standards set forth in the Agreement.
- VII. **Incident Reporting:** Upon becoming aware of an incident involving the unauthorized disclosure of personal data of an applicable data subject, NBS will notify Client without unreasonable delay and assist Client with fulfilling any data breach reporting obligations under applicable laws. NBS will take steps to identify and remediate the cause of such security incident.
- VIII. **Confidentiality:** NBS will ensure that any person that it authorizes to process the personal data (including its staff, agents, and subcontractors) will be subject to a duty of confidentiality that will survive the termination of their employment and/or contractual relationship.
- IX. **Data Integrity:** NBS has policies and procedures to ensure the confidentiality, integrity, and availability of personal data and to protect it from disclosure, improper alteration, or destruction.
- X. **Confidential User Data:** Nonpublic Personal Information and Personally Identifiable Information, as defined in NBS’s privacy policy (collectively, “Consumer Information”) will be used in accordance with NBS’s privacy policy.
 - a. **Data Security Compliance:** NBS will remain in compliance with security and privacy obligations imposed by the GDPR, GLBA, FERPA, and other applicable laws or regulations. Any instance of non-compliance with these laws, will be addressed in the manner stated in the Agreement. NBS agrees to provide reasonable assistance to the Client with any data protection assessment and prior consultations with supervisory authorities or other competent data privacy authorities that Client reasonably considers to be required by Article 35 or 36 of the GDPR. NBS further agrees, upon reasonable request, to make available to Client information and assistance needed to show compliance

with applicable laws or regulations. This includes contributing information to audits, and inspections, when requested with reasonable notice and scope, and during regular business hours.

b. Data Safeguards: NBS will ensure that access to Nonpublic Personal Information and Personally Identifiable Information received through Client is restricted to those NBS employees that need to know that information to provide services. NBS will train employees on privacy, information security, and their obligation to protect Client information. NBS will maintain reasonable and appropriate physical, electronic, and procedural safeguards to guard Client Nonpublic Personal Information and Personally Identifiable Information and regularly test those safeguards to maintain the appropriate levels of protection.

XI. Legal Requests: NBS will notify the Client within 2 business days about (i) any legal requests for disclosure by a law enforcement authority, unless otherwise prohibited by law; (ii) any communications between NBS and supervisory authority concerning the Client; and (iii) any request received directly from a data subject, without responding to that request, unless it has been otherwise authorized to do so by the Client.

XII. Vendor Management: NBS will not subcontract any of its processing duties under the Agreement without Client’s consent. Where Client has consented, NBS will subcontract such processing only by way of a written agreement with the sub-processor that imposes the same obligations on the sub-processor as are imposed under the Privacy Addendum. NBS will keep a list of such sub-processing agreements, which it will make available to Client and the appropriate supervisory authority when so requested or required by any applicable law. Where the sub-processor fails to fulfill its data protection obligations under such written agreement, Client may exercise the rights granted to them in the Agreement.

XIII. Termination: This Privacy Addendum will remain in full force and effect for so long as the Agreement remains in effect, unless the Agreement is terminated earlier.

XIV. Miscellaneous: Except as amended by this Privacy Addendum, the Agreement will remain in full effect. If there is a conflict between the Agreement and this Privacy Addendum, the terms of the Agreement will control.

College of Lake County

DocuSigned by:
Kevin Appleton 6/28/2022 | 3:21 PM CDT
37FC860E4F564CB...

Signature Kevin Appleton Date

Print Name
CFO

Title

Nelnet Business Solutions, Inc.

Jacqueline Strohbehn 7/1/2022
Signature Date

Jacqueline Strohbehn
Print Name

President, Nelnet Campus Commerce
Title

Corporate Headquarters:
121 South 13th Street, Suite 201
Lincoln, NE 68508
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Approved by Legal