



ORDER FORM
Hosted Business Service

University of North Texas System
March 23, 2021

TCM Contract # 2021-85

Under the terms of the existing Professional Services Agreement dated July 15, 2019 (“Agreement”), by and between the **University of North Texas System** (“UNTS”) (“Institution”), for the use and benefit of any of its three individually accredited independent universities and **Nelnet Business Solutions, Inc.** (“Company”), at any time, a completed Order Form for a service will be sufficient to incorporate that service into the Agreement under the service’s current Terms and Conditions. An Order Form must be accepted by the Institution in writing by signing and returning the Order Form.

Product/Service	Implementation Fee	Monthly Fee	Transaction Fee
Refunds (✓ box(es) to elect refund method[s].)			
UNT- Health Science Center	\$2,000	\$200	
<input checked="" type="checkbox"/> ACH Direct Deposit			\$0.35
<input checked="" type="checkbox"/> ACH Direct Deposit to Debit Card			\$0.35
<input checked="" type="checkbox"/> Check			\$2.50
ACH Return (Based on refund method[s] elected.)			\$1.00
Other Refunds Fees			
Void Check			\$0.00
Stop Payment			\$25.00
Copy of Cashed Check			\$0.00

1. **Institution Contacts:** Company will direct the following information to the Institution-designated contact(s) indicated:

Accounts Payable and billing/invoicing:

Name: University of North Texas System

Title: Accounts Payable

Email: Invoices@untsystem.edu

Phone: # 940-369-5500

2. **Order Form Terms:**

- a. This Order Form reflects the Institution’s product/service elections and associated pricing as of the last date of signature. 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(s) must be on a written and executed Order Form. Any subsequently executed Order Form will be subject to the terms and conditions of the Agreement, and any conflict between Order Forms will be controlled by the later executed Order Form.
- c. Pricing outlined in this Order Form is applicable to the product(s)/service(s) and/or feature(s) indicated as of their respective Commencement Date(s).
- d. 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 products/services or features the Institution:
 - i. is currently contracting to use, until such time as those products/services are 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.

[Order Form executed on following page.]



ORDER FORM (continued)
Hosted Business Service

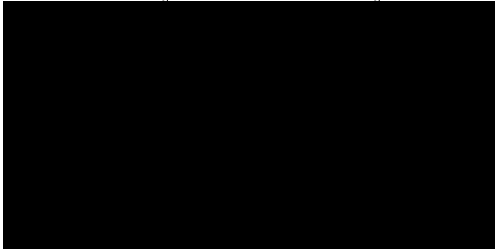
University of North Texas System
March 23, 2021

3. Other Terms:

- a. **Fees:** Prices shown are valid if executed within sixty (60) days of the Order Form date indicated above.
 - i. **Implementation Fee:** Fifty percent (50%) of the Implementation Fee will be invoiced and presented with the Order Form. Institution must pay the Implementation invoice in order to engage an Implementation Manager.
 - ii. **Monthly Fee:** Monthly Fee includes hosting, maintenance, technical support, and release upgrade services.
 - iii. **Transaction Fee:** Per transaction fees assessed for any Company-initiated/processed transaction, including but not limited to payments (both ACH and credit/debit card), credit card refunds/reversals (individual and/or batch), merchant processing fees, disbursements, and in-person payments, if applicable.
 - iv. 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 rate.
- b. **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 Student Choice Refunds transaction fees listed above and any additional banking costs associated with these activities. Additional fees will apply for special requests, if any (e.g., paper check overnight fee).

Agreed to and acknowledged by:

University of North Texas System

 5/13/2021

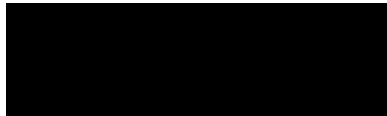
 Date

Nelnet Business Solutions, Inc.

 5/17/2021

 Date

Corporate Headquarters:
 121 South 13th Street, Suite 201
 Lincoln, NE 68508
 866.315.1263





ORDER FORM
Hosted Business Service

University of North Texas System
March 1, 2021

Under the terms of the existing Professional Services Agreement dated July 15, 2019 (“Agreement”), by and between the **University of North Texas System** (“UNTS”), for the use and benefit of any of its three individually accredited independent universities (each, an “Institution”) and **Nelnet Business Solutions, Inc.** (“Company”), at any time, a completed Order Form for a service will be sufficient to incorporate that service into the Agreement under the service’s current Terms and Conditions. An Order Form must be accepted, in writing, by signing and returning the Order Form.

Project Costs (implementation):

Product/Service ¹	2021
Professional Services Hours: Premier Partner ²	40.0
QuikPay® Payment Plan – Past Due ³	(11.0)
2021 Remaining Hours	29.0

Product/Service Costs (post-implementation):

Product/Service ¹	Monthly Fee	Transaction Fee ⁴	Consumer Fee ⁵
QuikPay® Payment Plan – Past Due			
Enrollment Fee (7-12 payments)			\$40.00
CFI (optional) ⁶			\$ _____
Enrollment Fee (2-6 payments)			\$30.00
CFI (optional) ⁶			\$ _____
One-Time Credit Card Reversals		\$0.32	
<input type="checkbox"/> Batch Credit Card Refunds ⁷		\$0.32	
Returned/Declined Payment Fee ⁸			\$30.00
Card Payment Processing ⁹			
Credit/Debit Card payment (fixed rate <i>Service Fee Program</i> ¹⁰)			2.70%

[Order form executed on following page.]

¹ Each QuikPay instance or hosted service is configured to Institution specifications without source code customization. Any post-deployment change requests will be billed at the then-current hourly Professional Services rate.

² For 2021, Premier Partner institutions receive up to forty (40) hours of Professional Services at no charge. The 40-hour allotment must be used within the 2021 calendar year; unused hours will not carry over to subsequent years.

³ Details of functionality requirements and integration points outlined on separate executed Statement of Work (SOW) document.

⁴ Per transaction fees assessed to Institution for any Company-initiated/processed transaction, including but not limited to payments (both ACH and credit/debit card), credit card refunds/reversals (individual and/or batch), merchant processing fees, disbursements, and in-person payments, if applicable.

⁵ Assessed to Payer/Responsible Party.

⁶ 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.

⁷ 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.

⁸ NSF for eCheck or declined card.

⁹ Merchant services provided by PaymentSpring for Visa, MasterCard, Discover, and American Express. Merchant card rates are subject to change with thirty (30) days’ advance notice resulting from increases by any applicable card association. Direct settlement method: 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.

¹⁰ Service Fee charged to consumer (Payer/Responsible Party); Institution receives 100% of billed amount. Service Fees are non-refundable. Institution-initiated requests to refund a partial or full amount of the Service Fee will incur a \$20 charge per Service Fee refund. Refunding the Service Fee will require all or a portion of the original charge associated with the Service Fee to be credited.



ORDER FORM (continued)
Hosted Business Service

University of North Texas System
March 1, 2021

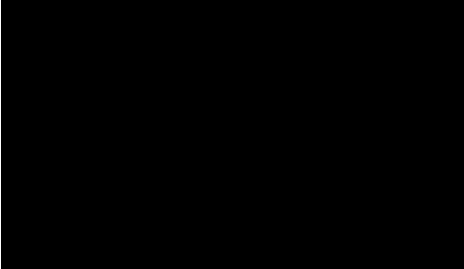
This Order Form reflects the Institution’s product/service elections and associated pricing for the service(s) indicated (Past Due Payment Plans) as of the last date of signature. This Order Form and the services outlined herein are subject to the terms and conditions of the Agreement, including all amendments and addenda, if any.

For the avoidance of doubt, nothing in this Order Form will relieve 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 products/services or features it is currently contracting to use, as outlined in the Agreement, or may elect to implement in the future.

The parties acknowledge that any mutually agreeable modification or addition of service(s) must be on a written and executed Order Form. Any subsequently executed Order Form shall be subject to the terms and conditions of the existing Agreement, and any conflict between Order Forms shall be controlled by the later executed Order Form.

Agreed to and acknowledged by:

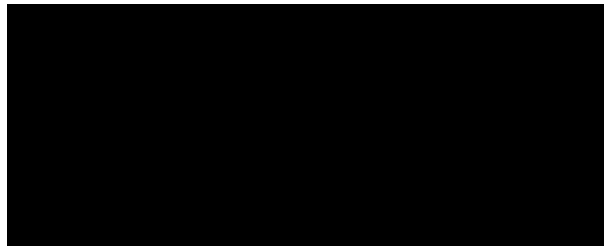
University of North Texas System



3/31/2021

Date

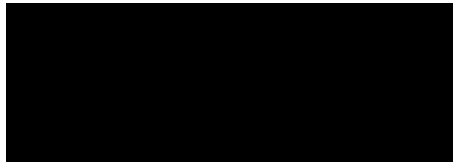
Nelnet Business Solutions, Inc.



/2021

Corporate Headquarters:

121 South 13th Street, Suite 201
Lincoln, NE 68508
866.315.1263





Addendum attached hereto and incorporated herein for all purposes.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the **University of North Texas System** ("UNTS"), for the use and benefit of any of its three individually accredited independent universities (the University of North Texas in Denton ("UNT"), the University of North Texas Health Science Center ("UNTHSC") in Fort Worth, and the University of North Texas at Dallas ("UNTDD")), and **Nelnet Business Solutions, Inc.** (dba Nelnet Campus Commerce) and its affiliates ("Company") is entered into this 15th day of July, 2019, and shall be as follows:

1. **MULTIPLE CAMPUSES:** To the extent that UNTS is a multi-institution public entity whose representatives have authority to sign system-wide agreements, the terms of this Agreement, at the Company's option, may apply to any UNTS campuses or institutions (each, an "Institution") that wish to take advantage of the Company's services. Pursuant to the provisions below, a completed Order Form will be sufficient to incorporate services for those additional campuses or institutions into this Agreement.
2. **SERVICES AND SCOPE:** This Agreement sets forth general provisions under which the Company will provide services to the Institution and incorporates Terms and Conditions for selected services ordered by UNTS (Attachments A, B, and C). These services represent an integrated and unique suite of business solutions that may be implemented individually but were designed to work in combination as a comprehensive business solution. The Institution may purchase and use any products offered by the Company during the term of this Agreement.
3. **ORDERING SERVICES:** Operational, transaction and other fees for services contracted as of the date of this Agreement are outlined on the hosted business service Order Form (Attachment D). At any time, a completed Order Form for a service will be sufficient to incorporate that service into this Agreement under the service's most current Terms and Conditions (to be provided along with the Order Form). An Order Form must be accepted by the Institution in writing by signing and returning the Order Form.
4. **COOPERATIVE PURCHASING AGREEMENT:** As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities, specifically Institutions of Higher Education as defined by Section 61.003 Education Code, Government Code Section 2155.134 ("entities"), may wish to also participate under the same terms and conditions contained in this agreement. Each entity wishing to participate must have prior authorization from the Company. If such participation is authorized, pricing for products and services to be contracted will be negotiated directly between the Company and the participating entity, independent of the UNTS-specific pricing outlined in Attachment D of this Agreement. All purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. UNTS shall not be held responsible for any orders placed, deliveries made, or payment for supplies/services ordered by the entities. Pursuant to the provisions above, a completed Order Form will be sufficient to incorporate services for those additional entities under the terms and conditions of this Agreement.
5. **INSTITUTION BANKING INFORMATION:** The Institution must provide bank account information for the ACH (i.e., Automated Clearing House) deposit of its funds (and ACH withdrawal, if applicable). The Company requires a bank reference letter written on bank letterhead that includes the account holder name, the routing number, account number, and type of account (checking or savings). Additional procedures for debit block clearance may be appropriate and required for certain services.
6. **ACH AUTHORIZATION:** The Institution hereby authorizes the Company to initiate credit or debit entries to the account provided. The Institution acknowledges that the origination of ACH transactions for its account must comply with applicable U.S. laws and regulations. This authorization is to remain in full force and effect until the Company has received a written notice of termination or a change in banking from the Institution in such time and in such manner as to afford the Company a reasonable opportunity to act on it. As an Originator, the Institution is responsible for adhering to applicable rules as prescribed by the National Automated Clearing House Association (NACHA). The Institution shall establish and maintain procedures for secure online authentication (to identify End Users) and make reasonable efforts to prevent fraudulent use by End Users and unauthorized users. The Company may monitor and audit Institution and End User ACH activity, conduct risk assessments, set exposure limits, provide education, monitor return activity, make change requests, evaluate staff-initiated entries, and reject certain entries (e.g., physical check conversions). If necessary to comply with applicable laws, rules, or regulations, Company may revoke the Institution's privilege to originate ACH transactions. The Company assumes the responsibilities of a Third Party Sender under NACHA Rules. The Institution is liable for all returns, including untimely non-administrative returns.
7. **PAYMENT PROCESSING:** The Company will at all times maintain compliance with the most current applicable Payment Card Industry Data Security Standards (PCI DSS). Company acknowledges responsibility for the security of cardholder data under its control as defined within the PCI DSS. Company acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law.
8. **INDEPENDENT SERVICE CONTRACT:** Service levels, pricing, and packaging of any and all services provided under this Agreement are independent of any student-loan or student-loan-servicing relationship Nelnet, Inc. may have or seek to have with the Institution.
9. **REVENUE-SHARING RELATIONSHIPS:** The Institution is strongly encouraged to disclose to its customers any revenue-sharing relationship it has with the Company, if applicable. If such a relationship exists and the Institution chooses not to disclose it, the Institution will provide the Company with a written explanation of its policy. As noted above, any such relationship is independent of any student-loan relationship with Nelnet.

10. **CONFIDENTIAL BUSINESS INFORMATION:** During the term of this Agreement and for three (3) years after termination or expiration, each party agrees not to disclose Confidential Information obtained from the other party to any person or entity. As used herein, "Confidential Information" means information that is identified (orally or in writing) as confidential or is of such a nature that a reasonable person would understand such information to be confidential. Confidential Information shall not include information 1) generally known to the public, 2) already known, through legal means, to the party receiving the information, or 3) legally obtained from a third party. In the event that either party is required to disclose confidential information about the other party pursuant to a judicial or government order, such party will promptly notify the other party to allow intervention in response to such order.
11. **CONFIDENTIAL CONSUMER INFORMATION:** Consumer information that is required to be kept confidential will be kept so in perpetuity. Company will remain in compliance with security and privacy obligations imposed by the Gramm-Leach-Bliley Act (GLBA), FERPA, and other applicable laws or regulations; however, the Institution's sole remedy for noncompliance following a 15-day cure period is termination of this Agreement.
12. **INDEMNIFICATION:** Except as provided for herein, each Party (the "Indemnifying Party") shall indemnify, defend, and hold the other Party, its designees, and its respective Board of Trustees, officers, directors, employees and agents (collectively, "Indemnified Parties") harmless from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including reasonable attorneys' fees and costs incurred or suffered by any of the Indemnified Parties arising out of, in connection with or resulting from any claim or allegation arising from negligent or intentional conduct by the Indemnifying Party in the performance of this Agreement.
13. **FORCE MAJEURE:** The performance by either party of any obligations to be performed hereunder will be excused to the extent such performance is prevented by an act of God, war, terrorist attacks, insurrections, riots, labor disputes, including lockouts or boycotts, fire, explosion, flood, or other unforeseeable causes beyond the control and without fault or negligence of the party so affected. The party so affected will give prompt notice to the other party of such cause and take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.
14. **LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, BUT IN NO WAY LIMITING THE COMPANY'S OBLIGATION TO REMIT ALL FUNDS COLLECTED AND DUE TO THE INSTITUTION, THE LIABILITY OF EITHER PARTY WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE COMPANY'S NET REVENUE UNDER THIS AGREEMENT FOR THE PAST SIX (6) MONTHS. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECULATIVE DAMAGES ARISING FROM ANY CLAIM OR ACTION HEREUNDER WHETHER BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
15. **WARRANTY:** THE COMPANY WARRANTS THAT SERVICES WILL BE PROVIDED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS; OTHERWISE, ALL SOFTWARE, TOOLS, AND PROFESSIONAL SERVICES RENDERED BY THE COMPANY UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
16. **COMPLIANCE WITH LAW; INDEMNIFICATION:** Each party will comply with the federal, state and local laws, rules, and regulations ("Laws"), including but not limited to laws governing consumer protection. The Institution will indemnify and hold the Company harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney's fees, asserted against or incurred by the Company under federal, state or local laws as a result of the Company complying with any instruction or directive by the Institution.
17. **TERM, RENEWAL, AND TERMINATION:** This Agreement will be effective as of the last signature date affixed hereto ("Effective Date"). The termination date of this Agreement will be three (3) years from the Effective Date ("Initial Term"). Thereafter, the Agreement may be extended for two (2) optional one-year renewal periods (each, a "Renewal Term") upon written mutual consent between the parties. After the Initial Term, either party may terminate the Agreement, without penalty, with no less than one hundred eighty (180) days' written notice to the other party. While this Agreement is in effect, the Institution agrees not to contract with any other provider of similar services that the Institution has requested from the Company pursuant to an Order Form.
18. **DEFAULT:**
- Payment:** If the Institution fails to pay for services within thirty (30) days of an invoice date (if applicable), delinquent amounts will be subject to a late fee equal to the lesser of 1.5% per month or the maximum rate allowed under law. If not remedied within ninety (90) days of the invoice, the Company may, at its option, deduct overdue funds from the Institution's remittances. In the event that the Institution becomes ninety (90) days past due, the Company may also, at its option, terminate this Agreement.
 - Material Breach:** With the exception of Section 17.a above, if either party refuses or fails to perform any obligation under this Agreement (a "Breach"), and fails or refuses to correct the Breach within thirty (30) days after receipt of written notice of the Breach from the nonbreaching party, the nonbreaching party may terminate this Agreement by sending an additional written notice stating the effective date of termination.
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 paragraph 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 amendments and addenda, if any, service-specific Terms and Conditions, Order Form(s), the Institution's Request for Proposal for Electronic Payment and Merchant Services (RFP #769-19-110818-JD) (the "RFP"), the Company's response to the RFP, and all subsequent clarifications and communications, represents the entire agreement between the parties as to the matters set forth and supersedes all prior contracts, agreements, discussions or understandings between them. This Agreement may only be modified or amended in writing signed by authorized representatives of each party.
- 24. **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.

INSTITUTION INFORMATION - UNIVERSITY OF NORTH TEXAS

1155 Union Circle #310620
Mailing Address

Denton, TX 76203-5017
City, State, ZIP

44,070 (NCES)
Enrollment

INSTITUTION INFORMATION - UNIVERSITY OF NORTH TEXAS AT DALLAS

7300 University Hills Blvd
Mailing Address

Dallas, TX 75241
City, State, ZIP

44,070 (NCES)
Enrollment

INSTITUTION INFORMATION - UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER

3500 Camp Bowie Boulevard
Mailing Address

FT Worth, TX 76107
City, State, ZIP

44,070 (NCES)
Enrollment

AUTHORIZED SIGNATURES

University of North Texas System

Nelnet Business Solutions, Inc.
47-0751402

7/15/2019

Date

Title

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

ATTACHMENT A

**QuikPAY® SUBSCRIPTION
TERMS AND CONDITIONS****1. DEFINITIONS:**

- a. **“Agreement”** means the Professional Services Agreement executed between the Institution and the Company (collectively, **“the Parties”**) which incorporates applicable Order Forms and Terms and Conditions.
- b. **“Cashiering”** means a secure, integrated solution for processing student and non-student payments (e.g., departmental deposits, donations, tickets) in real time. The Company’s cashiering application validates general ledger accounts, provides audit controls and robust receipting, integrates easily with an institution’s ERP, and has a flexible front end to allow the institution to configure multiple transaction types.
- c. **“Change Requests”** are requests by the Institution to modify existing *QuikPAY* 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. *QuikPAY* 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 manuals and other documentation made available to the Institution by the Company with respect to *QuikPAY*, 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 *QuikPAY* under the terms of this Agreement.
- k. **“e-Pay”** means an attempt to process an electronic payment through the *QuikPAY* software.
- l. **“ERP”** means an Institution’s Student Information System (Enterprise Resource Planning software).
- m. **“eStore”** means a self-service web store which allows an institution to sell physical goods, process event registrations, and solicit donations. Consumers can add multiple items to a shopping cart and pay for these items using a credit or debit card or eCheck in a single transaction. Institutions can set up multiple stores, create and manage products, view orders, track inventory, and record order fulfillment.
- n. **“Integration Connector”** means a series of instructions to post information to and/or from *QuikPAY* 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 *QuikPAY*.
- q. **“Merchant Acquirer”** means an organization affiliated with a bank licensed by card associations to enroll merchants and arrange for the necessary authorization and settlement of credit and debit card transactions.
- r. **“New Feature”** means a major enhancement or service with significant new functionality, as determined by Company in its sole discretion and as listed on an Order Form. New Features may be “turned on” for an additional charge as agreed to by executing an additional Order Form.
- s. **“Order Form”** means that list of *QuikPAY* and any other 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. **“Professional Services”** means services provided to the Institution by the Company which include, but are not limited to, analysis; Setup Services; software modifications; coding to develop customized features, implementation, installation, project management, system testing, acceptance testing support, or Institution training; and any other hourly services requested by the Institution.
- u. **“QuikPAY®”** means collectively the Company’s campus commerce software and system, and such hosting, support, maintenance, installation, and Setup Services requested by the Institution pursuant to an executed Order Form and provided by the Company pursuant to the Agreement between the Parties and these Terms and Conditions. *QuikPAY* 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 *QuikPAY* pursuant to this Agreement.
- v. **“QuikPAY Site”** means the website provided by the Company to the Institution, accessed through the Institution’s website, where End Users may access and use *QuikPAY*.
- w. **“Setup Services”** means the standard initial services provided by the Company to set up and configure *QuikPAY* as specified in each fully executed Order Form in accordance with the Company’s policies and procedures.
- x. **“Staff”** means those Institutional employees designated by the Institution to work with the Company in deploying and managing *QuikPAY*.
- y. **“Upgrade”** means a modified version of *QuikPAY* 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 *QuikPAY* to the Institution. In addition, Company will use commercially reasonable efforts to ensure that *QuikPAY* is accessible through the *QuikPAY* Site over normal network connections, with the exception of downtime due to necessary maintenance and troubleshooting.
- b. **Support and Maintenance:** Subject to the Institution's timely payment of all applicable fees, Company will make Upgrades available for *QuikPAY* when and if made available for general release in Company's sole discretion. Company will provide telephone support services to Institution Staff during Company's regular business hours for *QuikPAY* related questions. 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 enhancement 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:** 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. 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 pricing stated on that Order Form. 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. RESERVED.

4. SUBSCRIPTION AND RESTRICTIONS:

- a. **Subscription:** Subject to the terms and conditions of this Agreement (including, without limitation, the Institution's obligation to pay all applicable fees) and during the term of this Agreement, Company will provide to the Institution a non-exclusive, non-transferable subscription that enables End Users to access and use *QuikPAY* as made available to the Institution and such End Users through the *QuikPAY* 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 *QuikPAY* or the Documentation;
 - ii. Merge *QuikPAY* with other software;
 - iii. Allow any third party access to or use of *QuikPAY*;
 - iv. Reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the source code for *QuikPAY*;
 - v. Knowingly infringe on any of the Company's Intellectual Property Rights; or
 - vi. Otherwise use or copy *QuikPAY* or the Documentation except as expressly permitted under this Section 4 and including mutually agreed upon data integration efforts.
- c. **Information Access:** The Institution will have access to *QuikPAY*. The Institution agrees not to disclose User IDs and Passwords to unauthorized personnel, and it will notify the Company immediately if an unauthorized person obtains access to them. The Institution will also notify the Company if a User ID and Password is no longer needed by a representative of the Institution.
- d. **Appropriate Use:** Institution acknowledges that End Users must abide by the terms of the *QuikPAY* Site, and Company reserves the right to deny access to *QuikPAY* to any End User who does not abide by such terms. End Users may use *QuikPAY* 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 *QuikPAY* comply with all applicable laws and regulations and any written or electronic instructions for use.
- e. **Scans:** If Institution deems it necessary to perform security scans or other similar tests, the Institution must comply with the following mandatory requirements:
 - i. Provide one week's notice of intent to test;
 - ii. Coordinate testing with Company staff;
 - iii. Perform testing only during non-peak non-daytime hours; and
 - iv. Compensate Company the greater of \$2,500 or the Company's then-current Professional Services rate per staff hour.

5. PAYMENT TERMS:

- a. **Operational Fees:** Operational fees for *QuikPAY* (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 will be the Commencement Date.
- b. **Setup Services:** Fifty percent (50%) of the Setup Services fee for the initial deployment or subsequent enhancement(s) (if applicable) will be invoiced and presented when the Institution is ready to proceed with implementation of a given product/service. If an Institution delays deployment of any feature, it is responsible for the fixed flat pricing stated on the Order Form for all features, if applicable. The Institution must pay the Setup invoice in order to engage a *QuikPAY* Project Manager/Implementation Manager. All other invoices are due within thirty (30) days of receipt.

- c. **Professional Services:** Professional Services will be provided at the Company's 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.) 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 will remain firm for the Initial Term of the Agreement. Thereafter, they may be adjusted annually, on July 1, by no more than 5% per year. Fee increases, if any, will only apply to Institution-purchased products/services that have been implemented ("live", "in production") a minimum of twelve (12) months as of July 1 of any given year. In addition to and independent of this 5% potential fee increase, the Company reserves the right to increase fees at any time and in any amount necessary to offset the cost of rising postal rates associated with the refunds process, if applicable.
- g. **Early Termination:** If the Institution terminates this Agreement during the Initial Term, an early termination fee will apply if *QuikPAY* has been implemented. The fee is equal to eighty percent (80%) of the average monthly revenue of the highest three months over the most recent twelve-month period multiplied by the number of months remaining on the current Agreement term. The fee will be charged to the Institution as a lump sum payable in thirty (30) days.

6. **INSTITUTION RESPONSIBILITIES:**

- a. **Staff Participation:** Timely Staff participation is required for requirements gathering, system configuration, deployment, testing and training in accordance with the scheduled timeline for delivery.
 - b. **Marketing:** The Institution will communicate the availability of *QuikPAY*, without limitation, through the Institution's website to the Institution's End Users.
 - c. **Commencement:** The Institution will make *QuikPAY* 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 *QuikPAY* in accordance with Company documentation. The Acceptance Testing Period will be a time period not to exceed ten (10) business days from the date of delivery to determine whether *QuikPAY* materially conforms to the Company documentation. Notwithstanding the foregoing, if *QuikPAY* 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, *QuikPAY* will be deemed accepted. The Acceptance Date will be the date that the Institution determines that *QuikPAY* satisfactorily complies with the Documentation, or the date acceptance occurs, whichever comes first. If *QuikPAY* fails to materially conform to Company documentation, the Institution will notify the Company of such failure in writing within the ten (10) business day Acceptance Testing Period. The Company will have twenty (20) business days after receipt of such notice to use its reasonable commercial efforts to correct, modify, or improve *QuikPAY* 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 *QuikPAY* 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 *QuikPAY* into the Institution website and assist the Company, its licensors, and contractors in the identification and resolution of service problems. In some circumstances, the Institution may have to program its ERP to work properly with the Company's Integration Connectors.
 - f. **Dependencies:** The Institution will provide all necessary information and assistance to the Company to provide *QuikPAY* and Professional Services. The Institution understands and acknowledges that the Company's ability to provide *QuikPAY* 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 *QuikPAY* 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 *QuikPAY* integration technology developed and deployed pursuant to this Agreement.
7. **OWNERSHIP:** All rights, title, and interest in and to *QuikPAY* (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 *QuikPAY* 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 *QuikPAY* and generally in connection with the operation of the Company's business.

8. **CONTENT WARRANTY:** Institution will be solely responsible for providing all Institution Content. "Institution Content" means any data or content that is submitted by the Institution and collected and stored by the Company's system. Institution will be solely responsible for ensuring the appropriateness of any data provided by End Users at the request of the Institution (for example, on a form created by the Institution, if applicable). Institution grants to Company all necessary proprietary rights and licenses in and to Institution Content solely as necessary for Company to provide the Services for Institution. Institution will not provide content that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (c) is materially false, misleading or inaccurate. Institution will not request data from End Users: (a) the storage of which would violate applicable laws and regulations; (b) that exposes the Company to risk of breach and/or breach notification; or (c) that Institution would not readily store unencrypted on its own servers. Company may take remedial action if content violates this Section 8; however, Company is under no obligation to review content or data for accuracy or potential liability. Institution will defend, indemnify and hold harmless Company from any and all losses, costs, damages, liabilities or expenses (including without limitation reasonable attorneys' fees) incurred or arising from any claim by a third party arising out of the Institution Content.
9. **RISK:** The Institution understands that *QuikPAY* 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 *QuikPAY*, including without limitation, maintaining a current backup of all related file data that has been delivered to the Institution.
10. **QuikPAY DISCLAIMER:** THE INSTITUTION ACKNOWLEDGES THAT PERIODIC UNAVAILABILITY OF *QuikPAY* DUE TO MAINTENANCE, BACKUP, AND UNAVAILABILITY OF HOSTING FACILITIES, TELECOMMUNICATIONS FAILURES OR OTHER CAUSES BEYOND ITS CONTROL WILL NOT CONSTITUTE A BREACH OF THIS AGREEMENT.
11. **RESERVED.**
12. **ACH PROCESSING:** ACH (i.e., Automated Clearing House) payments are batched at the end of each business day and deposited within two (2) business days. The Institution must designate a demand deposit account ("Account") at a bank located in the United States ("Bank") that participates in the ACH network. The Institution must also provide the Company the required information about the Account and the Bank, and must notify the Bank that the Company may have access to the Account to reimburse itself for returned transactions. See the Refund Process below, if applicable, for additional information about debit blocks and ACH processing. Please be aware that ACH may not be an appropriate payment method for the sale of goods and services requiring immediate fulfillment (i.e. certain Commerce Manager sales, etc.). The ACH network lacks real-time authorization and transaction returns can take up to two (2) business days; this creates risk of loss if goods have already been shipped.
13. **CREDIT AND DEBIT CARD PROCESSING:**
- a. **Merchant Services:** The Company may introduce to the Institution a preferred Merchant Acquirer for processing credit and debit card transactions. There will be additional contractual terms and conditions between the Institution and Merchant Acquirer and its affiliated merchant bank. The Company does not warrant Institution-selected merchant card services and is not liable for any interruptions of service or other breach arising from agreement between the Institution and other Merchant Acquirers. The Institution is responsible for adhering to all applicable card association rules and regulations with any Merchant Acquirer.
- b. **Company Obligations:** The Company agrees to:
- Obtain authorization for all credit and debit card transactions;
 - Warrant that all credit and debit card transactions transmitted to Merchant Acquirers are secure;
 - 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;
 - Comply with Payment Card Industry (PCI) Data Security Standard (PCI-DSS) and undergo Level 1 PCI audits as necessary;
 - 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
 - Ensure that all *QuikPAY* interfaces are compatible with the requirements of the processing systems and networks established and used by a Merchant Acquirer.
14. **MERCHANT PCI DSS VALIDATION:** The Institution assumes the various obligations of a Merchant under credit card association rules. As the Merchant, the Institution has obligations under PCI DSS. On an annual basis, the Institution may be required to complete a PCI DSS Self-Assessment Questionnaire (SAQ) and Attestation of Compliance (AOC) to validate compliance with PCI DSS, even if such validation is simply to confirm that all cardholder data functions have been fully outsourced to the Company. When SAQs and AOCs are required, the Company will provide an online process for the Institution to complete the applicable documentation. Failure to complete an SAQ/AOC when required may result in penalties assessed to the Institution.
- a. **Merchant PCI DSS Validation Program:** Institutions contracted for merchant processing services will provide proof of PCI DSS compliance on an annual basis through one of the following methods:
- Use the Company-provided validation program; or
 - Submit approved PCI DSS compliance validation documentation:
 - A fully completed, signed SAQ, using the most current PCI DSS version and including the signed AOC; or

2. Certificate of Validation from a Qualified Security Assessor's PCI validation program. The certificate must validate (a) that Institution is using the service provider's validation program, (b) the date Institution successfully completed PCI validation, and (c) the SAQ version in use.
3. Institutions that meet merchant criteria for Merchant Levels 1, 2, or 3 may be required to provide additional documentation.

Institution will indicate the selected method by which it will provide proof of validation on the accompanying Order Form (Attachment D). A monthly Program Fee will be assessed to the Institution per Merchant ID (MID) for validation through the Company-provided validation program. In the event of the following, an additional monthly Non-Validation Fee will be assessed to the Institution per MID until validation is provided:

- i. Institution fails to complete validation within ninety (90) days of enrollment in the Company-provided validation program;
- ii. Institution fails to provide proof of approved PCI DSS compliance validation within ninety (90) days of notice or request; or
- iii. Institution fails to remain in compliance.

- b. **Additional Merchant IDs:** New MIDs added in the future, if any, will be included in the Institution-identified validation method and subject to the aforementioned terms and fees.

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

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

16. **RESERVED.**

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

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

- i. 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;
- ii. Provide a hosted cashing and departmental deposit solution;
- iii. Work with Institution Staff to Integrate to the Institution's ERP system;
- iv. Provide in-person payment processing for cash, check, credit card, and/or debit card transactions;
- v. Provide configuration and operations expertise as well as critical connection support;
- vi. Provide limited offline cash receipting capabilities when Company host system is unavailable; and
- vii. Offer on-site assistance as necessary with proper notice and cost.

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

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

- i. Continue to safeguard payee information in accordance with FERPA, GLBA, and other confidential requirements;
- ii. Comply with any applicable rules and regulations as prescribed by NACHA and abide by any applicable Payment Card Industry standards as outlined by the PCI Security Standards Council;
- iii. Hold the Company harmless for any and all liabilities, damages, expenses, or losses incurred by the Company because of any act or omission of the Institution, its officers, employees, or End Users in connection with or relating to inaccurate payee information, third party theft, and detection of fraudulent activities;
- iv. Make Staff available for product and administrative systems training; and
- v. Permit access to the general ledger system and support to properly install and maintain product operations, if applicable.

b. **Company Obligations:** The Company will:

- i. Continue to safeguard payee information in accordance with FERPA, GLBA, and other confidential requirements per the Agreement;
- ii. Comply with any applicable rules and regulations as prescribed by NACHA and abide by any applicable Payment Card Industry data security standards as outlined by the PCI Security Standards Council, as applicable;
- iii. Work with Institution Staff to integrate the Institution's general ledger system, if applicable;
- iv. Encrypt data to the highest industry standards to ensure the security of payment data on campus processed by Company;
- v. Provide configuration and operations expertise as well as critical connection support; and
- vi. Offer on-site assistance as necessary with proper notice and cost.

Corporate Headquarters:

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

ATTACHMENT B

QuikPAY® PAYMENT PLAN (QPPP)
TERMS AND CONDITIONS

- 1. SERVICES: Nelnet Business Solutions, Inc. ("Company") agrees to provide the University of North Texas System ("UNTS") ...
2. CREDIT CARD REVERSALS, REFUNDS:
a. INDIVIDUAL, ONE-TIME CREDIT CARD REVERSALS: The Institution will be assessed a per transaction fee for each one-time credit card reversal and/or refund, if applicable.
b. BATCH CREDIT CARD REFUNDS: If the Institution elects to use the Batch Credit Card Refunds feature, if applicable, the Institution will be assessed a per transaction fee for each credit card reversal and/or refund.
3. CHANGES TO PAYER AGREEMENTS: If the Responsible Party is not the student, he or she will authorize the student to make changes to his or her schedule or activities and agrees to be bound by any such changes.
4. FEES AND CONSEQUENCES FOR RESPONSIBLE PARTY:
a. ENROLLMENT FEE: A nonrefundable enrollment fee is charged for each payment plan agreement period and is based upon the number of payments selected for each payment plan agreement period by the Responsible Party.
b. FAILED SCHEDULED PAYMENT AND TERMINATION PROVISIONS: Once a successful enrollment payment is made, any failed scheduled payment may result in the termination of the Responsible Party Agreement at the discretion of the Institution.
c. FAILED SCHEDULED PAYMENT PENALTY FEE: A failed scheduled payment may be subject to a failed payment penalty fee of thirty dollars (\$30), which will be due and payable by the Responsible Party to the Company.
5. QuikPAY AUTHENTICATION: The Institution agrees not to disclose User IDs and Passwords to unauthorized personnel, and it will notify the Company immediately upon becoming aware that an unauthorized person improperly obtains access to them.
6. PAYMENT REMITTANCE: For payments collected via ACH or via credit or debit card, the Company will automatically deposit the Institution's funds into the Institution's bank account according to the terms set forth in the Professional Services Agreement and/or Institution's third-party service agreement, as applicable.

**QuikPAY® PAYMENT PLAN (QPPP)
ORDER FORM**

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

At the time of implementation for QuikPay Payment Plan services, each UNTS Institution will elect and specify the preferred payment plan options for its respective campus.

(UNTS initial)

(NBS initial)

Institution: UNIVERSITY OF NORTH TEXAS SYSTEM

Payment Type	Payment Option (Yes or No)	Enrollment Fee Info ¹ (Read carefully; select all that apply.)	Other Applicable Fees ² (Select one.)
Monthly ACH	<input type="checkbox"/> Yes <input type="checkbox"/> No	The enrollment fee per agreement period is: <input type="checkbox"/> \$45.00 (7-12 payments) + \$_____ CFI <input type="checkbox"/> \$25.00 (2-6 payments) + \$_____ CFI <input type="checkbox"/> Other _____ Fee paid by: <input type="checkbox"/> Institution <input type="checkbox"/> Responsible Party	None
Monthly Credit/Debit Card	<input type="checkbox"/> Yes <input type="checkbox"/> No	The enrollment fee per agreement period is: <input type="checkbox"/> \$45.00 (7-12 payments) + \$_____ CFI <input type="checkbox"/> \$25.00 (2-6 payments) + \$_____ CFI <input type="checkbox"/> Other _____ Fee paid by: <input type="checkbox"/> Institution <input type="checkbox"/> Responsible Party	<input type="checkbox"/> Discount Fee (Rate: 2.25%) ³ – or – <input type="checkbox"/> Service Fee (Rate: 2.70%) ⁴
Individual, One-Time Card Reversals	Required (No option)	The Institution will be assessed a per transaction fee for each individual card reversal and/or refund. Merchant card Service Fee transactions are non-reversible.	\$0.32 per transaction

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

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

³ Discount Fee charged to Institution.

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

ATTACHMENT C

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT
POINT-TO-POINT ENCRYPTION (P2PE)

This P2PE Addendum ("P2PE Addendum") is dated July 15th, 2019, and is by and between **Nelnet Business Solutions, Inc.** ("Contractor" or "Company"), and **the University of North Texas System** ("UNTS"), for the use and benefit of any of its three individually accredited independent universities (each, an "Institution"), and is an Addendum to the Agreement between the parties dated July 15th, 2019 ("Customer Agreement").

1. Contractor is authorized by Bluefin Payment Systems LLC ("Bluefin") to offer Bluefin's DecrypTX® service (the "Service") to its customers on Contractor's various platforms. The Service contains one or more of the following features:

- Credit/debit card track data decryption and response service;
- Credit/debit card Primary Account Number decryption and response service;
- Device key injection at Bluefin's designated PCI-approved key injection facility;
- Provision of real-time chain of custody and monitoring of each device through the Bluefin P2PE POI Manager web application; and
- Personalized guidance and support with the P2PE POI Manager reports necessary to attest compliance on the PCI SAQ P2PE-HW.

2. Institution wishes to utilize the Service and shall pay the fees for the Service set forth on the Order Form attached hereto (Attachment D), no later than thirty (30) days after the receipt of an invoice from Contractor.

3. In order to utilize the Service, Institution will obtain point-to-point encryption devices ("P2PE Devices") from Bluefin. Contractor will order from Bluefin, on behalf of the Institution, the number of devices indicated by Institution on the Order Form (Attachment D). Institution acknowledges and agrees that the P2PE Devices purchase will be subject to Bluefin's standard terms and conditions and will include pricing and payment terms agreed to by Institution and Bluefin. Bluefin will invoice Institution directly for the device(s) costs, and Institution will pay such cost(s) directly to Bluefin.

4. Unless otherwise stated, the terms of the Customer Agreement shall govern this P2PE Addendum. If the terms of this Addendum and the Customer Agreement conflict, the terms of this P2PE Addendum shall control as it pertains specifically to the P2PE Devices.

IN WITNESS WHEREOF, Contractor and UNTS have executed this P2PE Addendum as of the date first set forth hereinabove.

Nelnet Business Solutions, Inc.

University of North Texas System

[Redacted signature area for Nelnet Business Solutions, Inc.]

[Redacted signature area for University of North Texas System]

15/2019

Corporate Headquarters:

121 South 13th Street, Suite 201
Lincoln, NE 68508
866.315.1263

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ATTACHMENT D

ORDER FORM
Hosted Business Service

University of North Texas System

Services – Current:

Product/Service ^{5 6}	Setup Fee	Monthly Fee ⁷	Transaction Fee ⁸	Consumer Fee
QuikPAY® ePay				
UNT		\$ 50		
UNT – HSC		\$ 100		
UNT – Dallas		\$ 150		
UNT – Denton		\$ 750		
Real-Time Integration		\$ 200	\$0.32	
Unaffiliated Credit Card Processor	Current service	\$ 400		
Unaffiliated ACH Processor		\$ 200		
Housing		\$ 100		
Orientation		\$ 100		
Parking		\$ 100		
International Wires			\$0.20	
Service Fee Program ⁹ (QuikPay ePay)				2.70%
Commerce Manager				
UNT – Denton	Current service	\$ 500	\$0.32	
UNT – HSC		\$ 525		
UNT – Dallas		\$ 525		
PeopleSoft Integration Broker Connector ¹⁰	\$ 0	\$ 0		

[Order Form continued on following page.]

⁵ Each *QuikPAY* instance or 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 rate.

⁶ Prices for current services are valid as of the Agreement execution date.

⁷ Monthly Fee includes hosting, maintenance, technical support, and release upgrade services.

⁸ Fees apply for both ACH and credit card payments. Per transaction fees assessed to Institution for any Company-initiated transaction, including but not limited to payments, credit card refunds and/or reversals, disbursements, and in-person payments, if applicable.

⁹ Service Fee charged to Payer/Responsible Party; Institution receives 100% of billed amount. All charges to Payer are separate from fees listed above. Service Fees are non-refundable. Institution-initiated requests to refund a partial or full amount of the Service Fee will incur a \$20 charge per Service Fee refund. Refunding the Service Fee will require all or a portion of the original charge associated with the Service Fee to be credited. Merchant services provided by PaymentSpring for Visa, MasterCard, Discover, and American Express. Merchant card rates are subject to change with thirty (30) days' advance notice resulting from increases by any applicable card association.

¹⁰ Future Connector upgrades, if any, will be quoted and billed at the then-current Professional Services rate.



ATTACHMENT D (continued)

ORDER FORM
Hosted Business Service

University of North Texas System

Services – Current: (continued)

Merchant PCI Validation (Service Fee Program) (✓ box to elect preferred option.)		Setup Fee	Program Fee ¹¹	Non-Validation Fee ¹²
<input type="checkbox"/>	Company-provided program	\$ 0.00	\$ 0.00	\$ 30.00
<input checked="" type="checkbox"/>	Institution-provided approved PCI DSS compliance validation documentation	\$ 0.00	\$ 0.00	\$ 30.00

Services – for Optional Implementation: ¹³

Product/Service ^{5 14}	Setup Fee ¹⁵	Monthly Fee ¹⁶	Transaction Fee ⁸	Consumer Fee
QuikPAY® eBill ¹⁷	\$ 8,500	\$ 500		
QuikPAY® Payment Plan (QPPP) ¹⁸				
Payment Plan Enrollment Fee (7-12 payments) ¹⁹				\$45.00
Payment Plan Enrollment Fee (2-6 payments) ¹⁶				\$25.00
Returned/Declined Payment Fee ²⁰				\$30.00
<input type="checkbox"/> Service Fee Program ⁹ (Optional; ✓ box to elect for QPPP.)				2.70%
Nelnet Cashiering	\$8,000	\$2,500		
<input type="checkbox"/> Service Fee Program ⁹ (Optional; ✓ box to elect for Cashiering.)				2.70%

For the above outlined services, UNTS will specify election of the Service Fee Program at time of implementation.

[Order Form continued on following page.]

¹¹ Monthly Program Fee assessed per merchant account (MID).¹² Monthly Non-validation Fee will be assessed per merchant account (MID) if Institution fails to: 1) complete validation within ninety (90) days of enrollment in the Company-provided validation program; 2) provide proof of approved PCI DSS compliance validation within ninety (90) days of notification or request; or 3) remain in compliance.¹³ Pricing is as stated whether one or more or all UNTS Institutions implement the solutions listed.¹⁴ Prices for contemplated services (i.e., for possible future implementation) are based on understanding of Institution's requirements as of the Agreement execution date. Actual costs of contemplated products/services and features may vary at time of implementation. Institution will be notified of any changes in pricing prior to any costs being incurred.¹⁵ Setup Fee assessed per instance of a given product/service. Fifty percent (50%) of the Setup Fee will be invoiced and presented when a given Institution is ready to proceed with implementation. Institution must pay the Setup invoice in order to engage a QuikPAY Project Manager/Implementation Manager.¹⁶ Monthly Fee assessed per instance of a given product/service. Monthly Fee includes hosting, maintenance, technical support, and release upgrade services.¹⁷ Unlimited eBills.¹⁸ All associated plan fees are assessed to Payer/Responsible Party (see Consumer Fees); Institution is responsible for applicable merchant card discount fees, if any.¹⁹ Institution may elect to assess an additional fee beyond the nonrefundable enrollment fee indicated above. The difference between the full amount assessed to the Responsible Party and the enrollment fee stated above (funds Collected for Institution or "CFI"), if any, will be processed by the Company and remitted to the Institution.²⁰ NSF for eCheck or declined card.



ATTACHMENT D (continued)

ORDER FORM
Hosted Business Service

University of North Texas System

Services – For Optional Implementation: (continued)

Product/Service ^{5 14}	Setup Fee ¹⁵	Monthly Fee ¹⁶	Transaction Fee ⁸	Consumer Fee
eStore ²¹	\$5,000	\$1,250	\$0.20	
Each additional Cart (beyond initial setup of 2, per instance)	\$1,000	\$ 50		
ACH Return			\$1.00	
Bluefin P2PE DecrypTX® Service ²² (<i>✓ box corresponding to total # of devices for all campuses.</i>)	\$ 0		\$ 0.10	
<input type="checkbox"/> 1 – 15 total devices (per device) ²³		\$25.00		
<input checked="" type="checkbox"/> 16 – 30 total devices (per device) ²⁸		\$20.00		
<input type="checkbox"/> 31+ total devices (per device) ²⁸		\$15.00		
P2PE Peripheral: ID TECH SREDKey ²⁴ (Indicate # of devices for order for each campus.)				
University of North Texas: 10 total device(s) for order (0 Test; 10 Production)				
University of North Texas Health Science Center: 18 total device(s) for order (0 Test; 18 Production)				
University of North Texas at Dallas: 2 total device(s) for order (0 Test; 2 Production)				

For the above outlined P2PE service, UNTS will specify device quantities for order for each respective U devices overall) at time of implementation, if any.

[Order Form continued on following page.]

²¹ One (1) instance. Setup Fee includes implementation of up to two (2) Carts (Stores) per instance.

²² DecrypTX Service Transaction Fee indicated is in addition to the per transaction fee(s) assessed to Institution for existing and future, if any, applicable payment processing services, as outlined. Per transaction fees assessed to Institution for any Company-initiated transaction, including but not limited to payments, credit card refunds and/or reversals, and in-person payments, if applicable.

²³ Monthly Fee based on Institution’s total number of active Bluefin device 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.

²⁴ Institution must obtain P2PE swipe peripheral device(s) from Bluefin. Company will order the number of devices indicated above directly from Bluefin on behalf of the Institution. Per device cost is approximately \$235, plus shipping and handling; price includes key injection fee. Final peripheral device costs will be defined directly between Institution and Bluefin; Bluefin will invoice Institution directly for the device(s), and Institution will pay Bluefin directly for device costs.



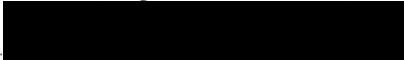
ATTACHMENT D (continued)

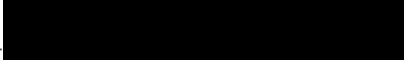
ORDER FORM
Hosted Business Service

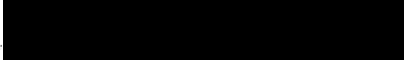
University of North Texas System

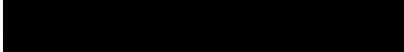
Institution Information:

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


Name:  _____

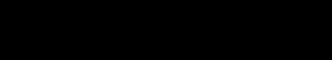
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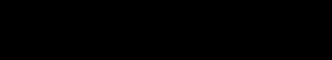
Email:  _____

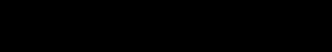
Phone:  _____

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

Name:  _____

Title:  _____

Email:  _____

Phone:  _____

Company and Institution agree this Order Form and the Agreement to which it is attached supersede all prior orders or agreements, including amendments or addenda, if any, for the services indicated. This Order Form reflects the Institution's product/service elections and associated pricing for the product(s) and/or feature(s) indicated as of the effective date of the Agreement.

For the avoidance of doubt, nothing in this Order Form will relieve the Institution's obligation to pay for payment processing (i.e., merchant fees, credit card assessments, ACH fees, if applicable, etc.) or installation, maintenance, and transaction fees for any other Company-delivered products or features it may elect to implement in the future.

The parties acknowledge that any mutually agreeable modification or addition of service(s) must be on a written and executed Order Form. Any subsequently executed Order Form will be subject to the terms and conditions of the existing Agreement, and any conflict between Order Forms will be controlled by the later executed Order Form.

ATTACHMENT E
STANDARD ADDENDUM

Contracts with the University of North Texas System ("UNTS") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTS; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNTS is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTS. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNTS that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNTS' continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNTS shall issue written notice to Vendor that UNTS may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTS is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. UNTS, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNTS shall, without further requirement, satisfy all insurance obligations of UNTS under the Agreement.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNTS is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNTS property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNTS, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: NELNET BUSINESS SOLUTIONS, INC.

UNIVERSITY OF NORTH TEXAS SYSTEM

By:

Date:

7-12-19

Date: