


ORDER FORM
Hosted Business Service
University of North Texas System
July 17, 2019

Product/Service ^{1 2}	Setup Fee ³	Monthly Fee ⁴	Transaction Fee ⁵	Consumer Fee ⁶
Student Choice Refunds ⁷ (✓ box(es) to elect refund option(s).)				
UNT	\$2,000	\$180		
UNT-Dallas		\$20		
<input checked="" type="checkbox"/> ACH Direct Deposit			\$0.35	
<input checked="" type="checkbox"/> ACH Direct Deposit to Debit Card ⁸			\$0.35	
<input checked="" type="checkbox"/> Check			\$2.50	
ACH Return ⁹ (Based on refund method[s] elected above.)			\$1.00	

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 (to be provided along with the Order Form) (Attachment A). An Order Form must be accepted by the Institution in writing by signing and returning the Order Form.

Institution and Company agree this Order Form and the services outlined herein are subject to the terms and conditions of the existing Agreement, including all amendments and addenda, if any.

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 is currently contracting to use, as outlined in the existing 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 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.

[Order Form executed on following page.]

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

² Prices shown are valid if executed within sixty (60) days of the Order Form date indicated above.

³ One hundred percent (100%) of the Setup Fee will be invoiced and presented with the Order Form. Institution must pay the Setup invoice in order to engage an Implementation Manager.

⁴ Monthly Fee includes hosting, maintenance, technical support, and release upgrade services.

⁵ Per transaction fees assessed to each respective 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.

⁶ Assessed to Payer/Responsible Party.

⁷ Setup and Monthly Fees include implementation and hosting for two (2) Student Choice Refunds instances for the two (2) respective Institutions listed above. Each subsequent Student Choice Refunds instance, if any, will incur the respective Setup Fee (\$2,000) and Monthly Fee (\$200/ month).

⁸ Existing reloadable prepaid debit card.

⁹ ACH Return charge of \$1.00 assessed only in the event Institution elects ACH-only refunds; the ACH Return fee is \$0.00 if paper check refunds option is available to students.



ORDER FORM (continued)
Hosted Business Service

University of North Texas System
July 17, 2019

Agreed to and acknowledged this 29th day of July, 2019, by:

University of North Texas System

Nelnet Business Solutions, Inc.

7/29/2019

Date

Corporate Headquarters:

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

ATTACHMENT A

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

a. **"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.

2. **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)).

3. **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.

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

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

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

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

- a. **Institution Obligations:** The Institution will:
- i. Establish and manage a process whereby Candidates can opt out of the transfer of their ACH payment profile to the Company's system, if applicable;
 - ii. Collect and maintain appropriate documentation of the opt-out process for seven (7) years, making the information readily available in the event of an audit review request, if applicable;
 - iii. Ensure the accuracy of Candidate ACH payment profile information, if applicable;
 - iv. Format Candidate ACH payment profile data and the file for transmission according to Company specifications, if applicable;
 - v. Establish the capacity to encrypt and transmit Candidate ACH payment profiles via Secure FTP (SFTP) or other supported secure transport protocol, if applicable;
 - vi. Forward a single file of Candidate ACH payment profiles to the Company for upload to the System, if applicable;
 - vii. Ensure Candidates will receive credit balance monies ("Refund") by an alternate method if not enrolled to receive a refund through the contracted product;
 - viii. Establish and follow procedures for (1) identifying and determining a credit balance on a student account; (2) verifying eligibility prior to disbursement; (3) drawing down Title IV funds; and (4) notating the disbursement on student ledger accounts;

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

Corporate Headquarters:

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

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