

MASTER SERVICES AGREEMENT

#: C0004212

This MASTER SERVICES AGREEMENT (“MSA”), effective as of the last date executed (“Effective Date”), is between Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, whose address is 912 West Grace Street, Richmond, VA 23298 (“VCU”, or “University”), and Educational Computer Systems, Inc a Pennsylvania corporation, with offices located at 1200 Cherrington Parkway, Suite 200, Coraopolis, PA 15108 (“ECSI” or “Contractor”). VCU and ECSI are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, VCU issued a Request for Proposals to solicit proposals for Student Loan Billing Services, RFP # 177421343CK issued December 22, 2023 (the RFP); and

WHEREAS, ECSI submitted its proposal dated January 28, 2024, (the “Proposal”) wherein it wished to be considered, inter alia, for the Services as more fully specified therein (the “Services”); and

WHEREAS, VCU considered all proposals submitted, including ECSI’s Proposal, and VCU now desires to award to ECSI, as set forth in greater detail below; and

WHEREAS, ECSI desires to perform Student Loan Billing Services as set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. CONTRACT DOCUMENTS: The contract documents are integrated and shall consist of:

- A. Master Services Agreement (Including Exhibits A-D)
- B. Attachment A – Pricing Schedule
- C. RFP#: 177421343CK in its entirety (incorporated herein by reference)
- D. Contractor’s proposal dated January 10, 2024 (incorporated herein by reference)

All of the foregoing, together, form the “Contract.”. Should a conflict arise among the foregoing Master Services Agreement, including Exhibits, Attachment A - Pricing Schedule, RFP#: 177421343CK in its entirety, and Contractor’s proposal dated January 28, 2024 and this MSA, this MSA shall control.

II. DEFINITIONS:

- A. **Account Holder** means a student, borrower, or other third party that owes a debt to Customer.
- B. **Customer Data** means all information, files, content, figures, images, text, files or other data, including Personally Identifiable Information, provided to ECSI by Customer for ECSI’s use in connection with the Services.
- C. **ECSI Data** means all ECSI-created information, files, content, figures, images, text, files or other data provided by ECSI to Customer in connection with Customer’s or its Users’ use of the Hosted Platform or Services.
- D. **Hosted Platform** means ECSI’s proprietary loan servicing and third-party billing service networks and systems.
- E. **Personally Identifiable Information** means (a) student names; (b) students’ parent and family members’ names; (c) students and students’ families’ address; (d) personal identifiers, such as social security numbers, student number, or biometric record; (e) indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; or (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the student with

reasonable certainty, as defined by the regulations governing the Family Educational Rights and Privacy Act (“FERPA”), 34 C.F.R. § 99.3.

- F. **Services** means ECSI’s loan servicing and related fulfillment services, third-party billing services, tuition payment plan services, refund disbursement services, tax document services, call center services operating on the Hosted Platform and other services as may be defined in the Service Order Form.
- G. **Service Order Form** or **SOF** means each ECSI ordering document signed by the Parties identifying the specific Services ECSI will provide Customer, setting forth the prices for such Services and specific terms and conditions for the Services ordered.
- H. **Customer User** means any Customer employee, consultant, or agent who Customer authorizes to access the Services.
- I. **Terms of Use** means the terms and conditions governing Account Holders’ and Customer Users’ use of the Hosted Platform, found at https://www.ecsi.net/terms_of_use.html, and attached hereto as Exhibit A. The Terms of Use are incorporated into this Agreement as if expressly set forth herein.
- J. **Work Product** means any deliverables, programs, interfaces, modifications, configurations, reports, analyses or documentation developed by ECSI on behalf of Customer and delivered to Customer in the performance of Services.

III. SERVICES/GOODS: Contractor shall perform the following Services: Student Loan Billing Services, identified as more fully described in this Contract.

- A. **Implementation.** ECSI will appoint a team member to assist with implementing Customer’s Services. ECSI will notify Customer when the Services are ready for testing, Customer will promptly conduct its testing and notify ECSI of the results, including any requested changes, which ECSI shall promptly address. ECSI will deem the Services to be accepted by Customer upon the earlier of (1) the date Customer executes ECSI’s Acceptance Form (which acceptance shall not be unreasonably delayed) or (2) sixty (60) calendar days from the date of ECSI’s notice that the Services are ready for testing. Nothing in this section shall be construed to change the Term of this Agreement set forth in Section 4 below, or the Term of any Service Order Form.
- B. **Customization.** Customer acknowledges and agrees that customization of Customer’s systems may be required in order to implement the Services to Customer’s specifications. Any customization services provided by ECSI will be memorialized in writing, as provided in Section 2.4.
- C. **Professional Services.** At Customer’s request, ECSI will provide resources to perform additional services such as software development and testing for customization, modifications, additional training, creating custom reports, and other custom support related to the Services (collectively, “Professional Services”). Professional Services will be provided pursuant to a written agreement signed by both parties. As of the Effective Date, ECSI’s rate for Professional Services is \$150.00 per hour, plus reasonable travel expenses, if any. ECSI shall not be obligated to undertake any Professional Services until Customer and ECSI agree to them in writing.
- D. **Support Services.**
 - 1. **Customer Support.** ECSI will resolve Customer inquiries regarding question, errors, or issues with the Services (“Customer Support”). Customer Support is available between 7:30 AM and 8:00 PM EST, Monday – Friday (excluding holidays), by telephone at (800)

437-6931, and/or by email at clientsupport@ecsi.net. Customer shall appoint a primary point of contact for Customer Support.

2. **Account Holder Support.** ECSI will work directly with Account Holders to take payments, answer questions, manage deferment requests, and resolve or respond to other issues raised by Account Holders (“Account Holder Support”). Account Holder Support is available 7:30am – 8:00pm EST, Monday–Friday by online chat at <https://heartland.ecsi.net/> or telephone at 888.549.3274 (for loan servicing), 866.927.1438 (for tuition payment plans), 855.250.3230 (for financial aid refunds), and 866.428.1098 (for tax documents), by online chat on Saturdays, 8:30am – 5:00pm EST (excluding holidays), and by email at cservice@ecsi.net.

E. **Input.** Customer is responsible for all data within ECSI systems; ECSI will only add information and data per Customer’s request. Any information or data Customer submits to ECSI will be in a reasonable and customary format, as approved by ECSI. Customer is responsible for the authenticity and accuracy of all information and data submitted to ECSI.

F. **Customer Review; Error Correction.** Customer will review all reports and files furnished by ECSI for accuracy and compliance with applicable federal and state laws and regulations, and will cooperate with ECSI to reconcile any discrepancies. Customer acknowledges that certain reports and files may or may not include principal, interest, late fees, other fees, fines, and/or collection fees. Customer warrants that both the Account Holder’s principal obligation, and any additional amount is supported by a written agreement between the Account Holder and Customer, or is specifically allowed by applicable law. Customer, and not ECSI, determines the Account Holders’ obligation amounts. Any communication with an Account Holder by Customer shall correctly and accurately inform Account Holder how Customer calculated all obligations and inform Account Holder that Customer, and not ECSI, assesses all amounts that an Account Holder owes. Customer will not communicate in writing or otherwise to Account Holders that any obligation is assessed or charged by ECSI. If applicable, Customer will balance its accounts each month and immediately notify ECSI of any errors after Customer’s receipt of the work containing the error. If Customer so notifies ECSI and if the error was caused by ECSI, then ECSI shall correct such error or provide for another mutually agreeable resolution at no additional charge to Customer. If Customer so notifies ECSI and the error was not caused by ECSI, then ECSI will use commercially reasonable efforts to correct the errors, but may charge Customer for any work ECSI performs due to errors caused by Customer Users, or Customer’s agents at ECSI’s then current Professional Services rates.

G. **Subcontracting.** To the extent ECSI subcontracts a portion of the Services to a subcontractor, ECSI shall ensure that such subcontractor complies with the material terms and conditions of this Agreement, including Confidentiality and Security, and will be responsible for all subcontractors’ performance. ECSI’s use of subcontractors will not relieve it of any of its liabilities or obligations to Customer under this Agreement.

IV. **TERM and RENEWAL OF CONTRACT:** This contract shall have a three (3) year initial term (the “Initial Term”) and may be renewed by VCU upon mutual written agreement of authorized representatives of both Parties for four (4) successive one (1) year periods (the “Renewal Term”) under the terms and conditions of this original Contract or as otherwise agreed in writing by the Parties at such time.

V. **FEES:** VCU shall pay Contractor fees as stated in Attachment A – Pricing Schedule. Contractor fees shall be firm and fixed for the first two years of the contract.

VI. PAYMENT METHOD AND PAYMENT TERMS:

- A. VCU shall pay Contractor within the net days specified below following receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and in accordance with §§ 42-45 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth* (similar to the Virginia Prompt Payment Act).
- B. All payments will be made based on the net terms agreed upon in this MSA, starting from after receipt of invoice or delivery, whichever occurs last. This shall not affect offers for early payment discounts, however.
- C. Fees appearing to be incorrect will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached.
- D. **Specific Terms:**
 - 1. **Payment Method: Paper Check**
 - 2. **Payment Terms:** Net 30 days upon receipt of an invoice.

VII. INVOICING: All invoices will reflect the VCU Purchase Order number and will be emailed to VCU.Invoices@trustflowds.com or mailed to Accounts Payable, Box 3985, Scranton, PA 18505.

For additional information regarding proper invoicing practices follow the link below.

<https://procurement.vcu.edu/for-suppliers/vendor-invoicing--payment/>

VIII. ACCEPTANCE OF VCU PURCHASE ORDERS: The Contractor will provide a detailed statement of work prior to any project summarizing specific services, deliverables, delivery dates, and cost. The Contractor will do so without introducing additional terms or conditions and will not require VCU to sign any separate agreements, other than any subsequent statement of work (SOW).

IX. CONTRACTOR RESPONSIBILITIES:

- A. ECSI shall provide and perform student loan billing services as stated in III: Statement of Needs, B: General Requirements of the RFP, which ECSI will provide all labor, supervision, equipment, materials, supplies and incidentals, etc., (as applicable) necessary to perform student loan billing services, including, but not limited to conversion, billing, cash collection, accounting, account maintenance; due diligence support, training, skip tracing and reporting services.
- B. ECSI shall ensure that all phases of the student loan billing services shall at all times be in full compliance with applicable regulations and guidelines during the contract term and any extensions as established by the:
 - 1. Department of Education;
 - 2. Department of Health and Human Services;
 - 3. Fair Debt Collection Practice Act (P.L. 95-109); and all
 - 4. Applicable federal and state regulations and guidelines.
- 3. ECSI shall perform ancillary services, to include keeping the Health Professions Student Loans (HPSL) default rate within the performance standard to help comply with federal regulations. and consultative services by assisting in managing the student loan programs; recognize university priorities, ensure university staff fully understand the available service options and how to use

them; and make suggestions on new products and services so that the university can make strategic choices.

4. ECSI shall provide student loan billing services for the following, but not limited, to, the following types of loans: Perkins, Nursing (including undergraduate, graduate, faculty), Health Professions Loans (HPL including medicine, pharmacy, dentistry), Loans for Disadvantaged Students (LDS, including medicine, pharmacy, dentistry), and Long-term VCU Loans programs, and Administration Services.
5. ECSI shall provide evidence of its participation with industry organizations. ECSI shall also have on staff a government relations specialist .

X. GENERAL TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND COURTS:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. The Parties agree that all disputes arising under this Contract shall be brought in the state or federal courts located in Richmond, Virginia. To the extent any provision of the Contract is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void. Each party shall be responsible for its own legal fees and costs unless otherwise ordered by a court of law.
- B. **ARBITRATION:** Neither Party shall be compelled to arbitrate any matter or otherwise be subject to any form of alternative dispute resolution, but may request and/or opt to participate in alternative dispute resolution in its sole discretion.
- C. **WAIVER OF CLAIMS:** Notwithstanding anything contained herein to the contrary, VCU is an agency of the Commonwealth of Virginia and as such, pursuant to § 2.2-514 of the *Code of Virginia (Virginia Code)*, cannot waive or settle legal claims that VCU may have against another party nor may VCU bestow any right or obligation that is beyond the duly granted authority of the signatory to bestow or incur on behalf of the Commonwealth of Virginia.
- D. **ANTI-DISCRIMINATION:** Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975 (VFECA), as amended, the Virginians With Disabilities Act (VDA), the Americans With Disabilities Act (ADA) and § 9 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth t*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. ((§ 36 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth*). In every contract over \$10,000 the provisions in 1. and 2. below apply:
 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. VCU is an equal opportunity/affirmative action institution providing

contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings.

3. Material, substantive modifications, changes, and amendments to the Contract must be in a writing executed by authorized representatives of each party.
- J. NOTICE: All notices provided hereunder in regard to default, claims, actions, or similar events shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective party at the following addresses:

For VCU:
Director, Procurement Services
912 West Grace Street, 5th Floor
Richmond, Virginia 23298-0327

For Contractor:
Christopher Stompanato
Client Relationship Coordinator, SME
Educational Computer Systems, Inc.
1200 Cherrington Parkway, Suite 200
Coraopolis, PA 15108
cstompanato@ecsi.net
(412) 865-5687

Any notice sent by any other means shall not be considered duly given or delivered unless the receiving party affirmatively acknowledges receipt. Notices with respect to any services and communications specifically for day-to-day servicing purposes shall be sent to the designated points of contact as specified by each Party.

- K. TAXES: Contractor acknowledges all sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- L. FAILURE TO DELIVER GOODS OR SERVICES: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have.
- M. SHIPPING: Contractor shall ship all goods FOB destination at the actual freight rate based upon the actual weight of the goods to be shipped. All prices unless otherwise specified are F.O.B. Destination, Freight Prepaid and Allowed.
- N. INSURANCE: Contractor certifies it will have the following insurance coverages, and any insurance otherwise required by applicable law, throughout the entire term of the Contract, as well as renewal terms. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth and Virginia Code* § 65.2-800 et seq. Contractor further

certifies all insurance coverage will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Virginia Code* § 65.2-800 et seq. during the course of the contract, shall be in noncompliance with the contract.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products, and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (applicable only if motor vehicle is to be used in performance of this Contract)
 5. Cyber Security Liability - \$5,000,000 (applicable as determined by the University)
- O. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) includes the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor providing services under this Contract. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.
- P. NONDISCRIMINATION: As applicable, federal law requires compliance with the following:
1. 41 CFR § 60-1.4(a). Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin, and require affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
 2. 41 CFR § 60-300.5(a) and 41 CFR§ 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability (41 CFR § 60-741.5(a)) and protected veteran status (41 CFR§ 60-300.5(a)), and require affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

- Q. FERPA: To the extent that University provides to Contractor any identifiable student information, including student address, phone number and email address, the University hereby designates Contractor as a school official with a legitimate educational interest in using such student information, and Contractor agrees to use such information only for the purpose of fulfilling its obligations under this Contract. Contractor further agrees not to disclose any such student information to any individual other than the student except as required by applicable law, rule or regulation or court or governmental order or as authorized in writing by the University or the individual student. Contractor acknowledges that this protection of student information is necessary for the University's compliance with the *Virginia Code* § 23.1-405(C) and the federal Family Educational Rights and Privacy Act (FERPA).
- R. CONFIDENTIAL INFORMATION: "Confidential Information" means all information of a party ("Disclosing party") disclosed or made available to the other party ("Receiving party") that (i) is clearly marked or identified as such at the time of disclosure or within a reasonable time thereafter; or (ii) should be reasonably known by the Receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information of VCU shall include, but not be limited to information about VCU personnel and students of VCU to the extent such information is not available to the public domain in accordance with the laws of the Commonwealth of Virginia and FERPA. Receiving Party shall use its reasonable efforts to prevent and protect Confidential Information from unauthorized use or disclosure, with at least the same degree of care that Receiving Party uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. Each Party will only disclose the other Party's Confidential Information to its employees, consultants, or subcontractors only on a need-to-know basis, provided that such employees or subcontractors are subject to confidentiality obligations no less restrictive than those contained herein. Upon the completion of the services and upon request of VCU, and other than Confidential Information that Contractor is under a legal obligation to retain, Contractor shall return all Confidential Information received in written format, including copies or reproductions or other media containing Confidential Information within seven (7) calendar days of such request.
- S. VA FOIA: Nothing contained herein is intended to limit VCU's compliance with the Virginia Freedom of Information Act ("VFOIA"). For clarity, contracts and pricing between VCU and its vendors are not considered to be exempt from VFOIA requests.
- T. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any third party claim, damage, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this Agreement. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this Agreement. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of *Virginia Code* § 2.2-514.
- U. LIMITATION OF LIABILITY: Contractor shall be liable only for the direct damages caused by the negligence of itself, its officers, employees, and agents in connection with this Contract or any goods, services, actions, or omissions relating to this Contract. IN NO EVENT SHALL ECSI BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE DELIVERY, USE, PERFORMANCE, NON-PERFORMANCE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES PROVIDED HEREIN, EVEN IF ECSI HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. IN NO EVENT SHALL ECSI'S TOTAL LIABILITY TO VCU EXCEED THE FEES PAID BY VCU DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM FOR THE SPECIFIC SOFTWARE OR SERVICE GIVING RISE TO THE LIABILITY FROM WHICH THE CLAIM AROSE.

- V. STATUTORY DAMAGES: VCU is not authorized to waive damages granted or otherwise available by statute.
- W. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Virginia Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this Contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth. The total cumulative liability of the University, its officers, employees, and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price.
- X. FORCE MAJEURE: Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided
- Y. AUDIT: The Contractor shall retain all books, records, and other documents relative to invoicing, billing or payment under this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- Z. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the funds are appropriated, or otherwise made available, from the Virginia General Assembly or other funding source, or which funds may hereafter be provided for the purpose of this Contract.
- AA. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual contract, for Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Contract.
- BB. REALSOURCE REGISTRATION: This Contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit realsource.vcu.edu.

Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.

CC. eVA REGISTRATION AND FEES: Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this Contract. The Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified Vendor Transaction Fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to Contractor's failure to update or protect its account information.

XI. SPECIAL TERMS AND CONDITIONS:

- A. **ADVERTISING:** Unless otherwise agreed in writing by VCU, Contractor shall not state in any of its advertising or product literature that the University, the Commonwealth of Virginia, or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **TRADEMARKS/LOGOS:** The University retains all rights, title and interest to its trademarks, logos and other intellectual property. Contractor may use VCU marks, name, or logos only to the extent necessary to provide the services.
- C. **EXTRA CHARGES NOT ALLOWED:** The Contract price shall reflect all fees to be incurred for the performance of the Contract, including all applicable freight and installation charges. Any additional fees that arise during the performance of the Contract shall only be paid if approved by the University prior to incurring such fees.
- D. **ADDITIONAL USERS OF CONTRACT:** It is the University's intent to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University-related foundation (Additional Users) may access this Agreement if authorized by Selected Firm.

To that end and if agreeable with the Contractor, upon written request from Additional Users the Contractor may allow access to the contract. Although the University desires to provide access on such contract to Additional Users, the Contractor is not required to provide such access. A Contractor's willingness to provide this access to Additional Users, will not be a consideration in awarding this contract. Although the Additional Users have access to any resulting contract,

Additional Users are not bound to use the contract and any use of the contract is strictly optional. If the Additional Users choose to access the contract and the Contractor agrees to such access, the terms and conditions (but not pricing) of the contract will be in full force and effect as between the Additional Users and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from an Additional User accessing the contract. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another Additional User that accessed this contract.

- E. GRAMM-LEACH-BLILEY ACT: The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information.
- F. SUBCONTRACTS: . To the extent Contractor uses subcontractors, Contractor shall remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.
- G. CRIMINAL BACKGROUND INVESTIGATION: If Contractor employees and agents will be on the VCU campus, or have access to protected data as defined herein, Contractor must comply with the following: Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the *Virginia Code* § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

- H. IDENTIFICATION CARDS: All Contractor employees authorized to work at VCU must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.
- I. REPRESENTATIONS AND WARRANTIES: All representations and warranties made by the University are made to the best of its knowledge at the time the representation or warranty is made. University will use its best efforts to comply with all conditions and restrictions on its accounts and the services provided hereunder.
- J. SECTION 508 COMPLIANCE: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), including the provisions regarding undue burden, as amended. If requested, the Contractor will provide a Voluntary Product Accessibility Template ("VPAT"). The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, *Virginia Code* §§ 2.2-3500 through 2.2-3504.
- K. DELIVERY AND STORAGE: It shall be the responsibility of the Contractor to make all

arrangements for delivery, unloading, receiving and storing materials in the building during installation. VCU will not assume any responsibility for receiving these shipments. Contractor shall check with VCU and make necessary arrangements for security and storage space in the building during installation.

- L. **NONVISUAL ACCESS TO TECHNOLOGY:** All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, *Virginia Code* §§ 2.2-3500 through 2.2-3504.

- M. **TRADEMARK LICENSING:** It is a requirement of all vendors providing goods and/or merchandise bearing the trademarks/names or logos of Virginia Commonwealth University to register and become licensed and maintain a license through CLC. Please note the registration and licensing fees are the sole responsibility of the vendor. The licensee requirements include, but may not be limited to, reporting and payment of royalties bearing VCU's trademarks, submitting all artwork electronically through the Brand Manager 360 platform for approval, maintaining product liability insurance, and compliance with labor code standards. To "Get Licensed" visit [CLC](#). To be considered for orders that include VCU's trademarks/names or logos, the vendor must first be licensed.

XII. FEDERAL TERMS AND CONDITIONS:

- A. For Contracts funded by a U.S. Government grant or contract, the following provisions found in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Part 200, et al) shall be incorporated and made a part of this Contract.
1. Equal Employment Opportunity (Executive Order (E.O) 11246 as amended by E.O.

11375 and supplemented by 41 CFR Part 60).

2. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by 29 CFR Part 5
3. Copeland “Anti-Kickback” Act (40 U.S.C. § 3145 and 29 CFR Part 3).
4. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by 29 CFR Part 5.
5. For non-profit organizations and small business, patent rights will be governed by 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Contracts.”
6. The Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251- 1387.), as amended.
7. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
8. When applicable, this Contract is subject to Debarment and Suspension (E.O. 12549 and E.O.12689) as provided in 2 CFR Part 180.
9. The Byrd Anti-Lobbying Amendment (31 U. S. C. §1352): awards of \$100,000.00 or more will file the required certification.
10. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

XIII. INFORMATION SECURITY / DATA PRIVACY:

- A. The University’s Data Protection Addendum is attached and incorporated herein as Exhibit A.

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates designated below.

Virginia Commonwealth University

DocuSigned by:
By: John McHugh
EE6DA7427C67468...

Printed Name: John McHugh

Title: Director, Procurement Services

Date: 6/26/2024

Educational Computer Systems, Inc.

DocuSigned by:
By: Adam McDonald
214FD814D64045B...

Printed Name: Adam McDonald

Title: President

Date: 6/24/2024

EXHIBIT A**VIRGINIA COMMONWEALTH UNIVERSITY
DATA PROTECTION ADDENDUM**

This Data Protection Addendum (“Addendum”) is by and between the Firm/Vendor/Supplier (“Firm” or “ECSI”) and Virginia Commonwealth University (“VCU”) (each a “Party” and collectively the “Parties”). It is applicable only in those situations where the Firm provides goods or services under which necessitate that the Firm create, obtain, transmit, use, maintain, process, or dispose of VCU Data (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to VCU.

1. DEFINITIONS

- a. “End User” means an individual authorized by VCU to access and use the Services provided by the Firm under this agreement.
- b. “Protected VCU Data” includes all data defined as Highly Sensitive, Sensitive, or Internal Use data that is not intentionally made generally available by VCU on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student, and personnel data.
- c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88, REV 1 guidelines relevant to data categorized as high security.
- d. “Security Breach” means the unauthorized access, use or disclosure that compromises or threatens to compromise the confidentiality, integrity, or availability of VCU Data
- e. “Services” means any goods or services acquired by VCU from the Firm.
- f. “VCU Data” includes Protected VCU Data and any other information that is created, possessed or used by VCU or is intentionally made generally available by VCU on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student, and personnel data.
- g. "Audit" includes or may include a chronological record that reconstructs and examines the sequence of activities surrounding or leading to a specific operation, procedure, or event in a security-relevant transaction from inception to final result.

2. RIGHTS AND LICENSE IN AND TO VCU DATA

The parties agree that as between them, all rights including all intellectual property rights in and to VCU Data shall remain the exclusive property of VCU, and Firm has a limited, nonexclusive license to use these data as provided in this agreement solely for the purpose of performing its obligations hereunder. This agreement does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in the agreement.

3. DATA PRIVACY

- a. Firm will use VCU Data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party, other than as necessary to provide the services, without the prior written consent of VCU, except as required by this agreement or as otherwise required by law.

- b. Protected VCU Data will not be stored outside the United States without prior written consent from VCU.
- c. Firm will provide access to VCU Data only to its employees and subcontractors who need to access the data to fulfill Firm obligations under this agreement. Firm will ensure that employees who perform work under this agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this agreement.
- d. The following provision applies only if Firm will have access to VCU's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Firm acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in VCU education records, as those terms have been defined under FERPA and its implementing regulations, and the Firm agrees to abide by the limitations and requirements imposed on school officials. Firm will use the education records only for the purpose of fulfilling its duties under this agreement for VCU's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by VCU.

4. DATA SECURITY, INTEGRITY, AND CONFIDENTIALITY

- a. Firm will take reasonable measures, including the use of industry standard administrative, technical, and physical controls, such as redundant backups, access control and auditing, to protect VCU Data to ensure the integrity and availability of VCU Data against deterioration or degradation of data quality and authenticity. The Selected Firm will be responsible during the terms of this agreement, unless otherwise specified elsewhere in this agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
- b. Firm will store and process VCU Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, such as network and system protection, access controls, and security auditing and monitoring, designed to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be designed to ensure the confidentiality and overall security of VCU Data, and be no less protective than those used to secure Firm's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Firm warrants that all electronic VCU Data will be encrypted in transmission (including via web interface) in accordance with industry best practices in data encryption.
- c. If the Firm stores, transmits, or processes Protected VCU Data as part of this agreement, the Firm agrees that the information will be stored in accordance with industry standard practices and controls as stated in the latest version of National Institute of Standards and Technology Cybersecurity Framework.
- d. Firm will use reasonable, appropriate industry-standard and up-to-date security tools and technologies in providing Services under this agreement.

5. EMPLOYEE BACKGROUND CHECKS AND QUALIFICATIONS

Firm shall ensure that its employees who will have potential access to VCU Data have passed reasonable and appropriate background screening and possess the qualifications and training to comply with the terms of this agreement.

6. SECURITY BREACH

- a. **Response.** Upon confirming a Security Breach, Firm will immediately notify VCU consistent with applicable state or federal laws, fully investigate the incident, and cooperate with VCU's investigation of and response to the incident. Except as otherwise required by law, Firm will not provide notice of an actual or suspected Security Breach directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from VCU.
- b. **Liability.** If Firm must under this agreement create, obtain, transmit, use, maintain, process, or dispose of Protected VCU Data, the following provisions apply:
 - 1) In addition to any other remedies available to VCU under law or equity, Firm will reimburse VCU in full for all third party costs reasonably incurred by VCU in investigation and remediation of any Security Breach caused by Firm, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised; providing one year's credit monitoring to the affected individuals if the Protected VCU Data exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
 - 2) In addition to any other insurance coverage required by another contract/agreement with VCU, the Firm will for the duration of the term of the agreement, maintain at least \$5 million Cyber Liability coverage.
 - 3)

7. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

- a. Except as otherwise expressly prohibited by law, Firm will immediately notify VCU of Firm's receipt of any subpoenas, warrants, or other legal orders, demands or requests seeking VCU Data; consult with VCU regarding its response; cooperate with VCU's reasonable requests in connection with efforts by VCU to intervene and quash or modify the legal order, demand or request; and provide VCU with a copy of its response.
- b. If VCU receives a subpoena, warrant, or other legal order, demand or request (including request pursuant to the Virginia Freedom of Information Act) seeking VCU Data maintained by Firm, VCU will promptly provide a copy to Firm. Firm will promptly supply VCU with copies of data required for VCU to respond in a timely manner, and will cooperate with VCU's reasonable requests in connection with its response.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

- a. Upon termination or expiration of this agreement, Firm will ensure that all VCU Data are securely returned or destroyed as directed by VCU in its sole discretion. Transfer to VCU or a third party designated by VCU shall occur within a reasonable period of time, and without significant interruption in service.
- b. Upon termination or expiration of this agreement, after any requested transfer of data, and other than VCU Data that ECSI is legally obligated to retain, Firm must Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Firm might have transferred VCU data. The Firm agrees to provide documentation of data destruction to VCU.
- c. Firm will notify VCU of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data. Firm shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal

disruption to VCU. Firm will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to VCU. Firm will work with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on VCU, all such work to be coordinated and performed in advance of the formal, final transition date.

9. AUDITS

- a. Omitted.
- b. If the Firm must under this agreement create, access, obtain, transmit, use, maintain, process, or dispose of Protected VCU Data or financial or business data which has been identified to the Firm as having the potential to affect the accuracy of VCU's financial statements, Firm will at its expense complete and keep up-to-date the latest Higher Education Collaborative Vendor Assessment Toolkit (HECVAT) Full Version questionnaire; conduct or have conducted, at least annually, a security audit by a third party, which attests the Firm's security policies, procedures, and controls; vulnerability scan by a third party of Firm's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; assessments of the Firm's own service providers ("subservice providers") that are used by the firm to provide services to VCU; and formal penetration test by a third party of Firm's electronic systems and facilities that are used in any way to deliver electronic services under this agreement.
- c. Omitted.

10. COMPLIANCE

- a. Firm will comply with all applicable laws and industry standards in performing services under this agreement. Any Firm personnel visiting VCU's facilities will comply with all applicable VCU policies regarding access to, use of, and conduct within such facilities. VCU will provide copies of such policies to Firm upon request.
- b. Firm warrants that the service it will provide to VCU is fully compliant with all state and federal laws, regulations, industry codes, and guidance that may be applicable to the service, which may include:
 - 1) any applicable national, federal, state or local law, rule, directive or regulation relating to the privacy of personal information, including, without limitation, the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations ("FERPA), the Financial Modernization Act of 1999 ("Gramm-Leach-Bliley Act"), the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act, the Americans with Disabilities Act, Section 508 of the Rehabilitation Act (29 U.S.C. 794d, as amended, and the Virginia Consumer Data Protection Act;
 - 2) any privacy policy or practice applicable to any personal information that Customer or any User accesses, uses, collects, or maintains hereunder, including, without limitation any practice required in connection with the processing of credit card data, including the Payment Card Industry Data Security Standards ("PCI-DSS"); and
 - 3) Federal Export Administration Regulations, Federal Acquisitions Regulations, Defense Federal Acquisitions Regulations and Department of Education guidance.
- c. If PCI-DSS is applicable to the Firm service provided to VCU, the Firm agrees to: Store, transmit, and process VCU Data in scope of the PCI-DSS in compliance with the PCI-DSS; and Attest that any

third-party providing services in scope of PCI-DSS under this agreement will store, transmit, and process VCU Data in scope of the PCI-DSS in compliance with the PCI-DSS; and Provide either proof of PCI-DSS compliance or a certification, within 10 business days of the request, verifying Firm/Vendor and any third party who stores, transmits, or processes VCU data in scope of PCI-DSS as part of the services provided under this agreement maintains ongoing compliance under PCI-DSS as it changes over time; and Store, transmit, and process any VCU Data in scope of the PCI DSS in a manner that does not bring VCU's network into PCI-DSS scope; and Attest that any third-party providing services in scope of PCI-DSS under this agreement will store, transmit, and process VCU Data in scope of the PCI-DSS in a manner that does not bring VCU's network into PCI DSS scope.

11. SURVIVAL

The Firm's obligations under Section 8 shall survive termination of this agreement until all VCU Data has been returned or Securely Destroyed.

EXHIBIT B

34 CFR, Part 668.25 Compliance

Pursuant to Federal Regulation 34 CFR, Part 668.25, ECSI agrees to:

- (A) Comply with all statutory provisions of or applicable to Title IV of the Higher Education Act, all regulatory provisions prescribed under that statutory authority, all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes Title IV of the Higher Education Act;
- (B) Refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is a reasonable cause to believe that the University might have engaged in fraud or other criminal misconduct in connection with University administration of any Title IV, Higher Education Act program or applicant for Title IV, Higher Education Act program assistance might have engaged in fraud or other criminal misconduct in connection with his application. Examples of other types of information that must be referred are:
 - (a) false claims by the University for Title IV, Higher Education Act program assistance; (b) false claims of independent student status; (c) false claims of citizenship; (d) use of false identity; (e) forgery of signatures or certification; and (f) false statements of income;
- (C) Be jointly and severally liable with Customer to the Secretary of the Department of Education for any violation by ECSI of any statutory provision of or applicable Title IV of the Higher Education Act, any regulatory provision prescribed under the statutory authority, and any applicable special arrangements, agreement or limitation entered into under the authority of statutes applicable to the Title IV of the Higher Education Act; and
- (D) If ECSI or Customer terminates the contract, or if ECSI stops providing services for the administration of a Title IV, Higher Education Act program, goes out of business, or files a petition under the bankruptcy code, return to Customer all records in ECSI's possession pertaining to Customer's participation in the program or programs for which services are no longer provided; and funds, including Title IV, Higher Education Act program funds, received from or on behalf of Customer or Customer's students, for the purpose of the program or programs for which services are no longer provided.

Pursuant to Federal Regulation 34 CFR, Part 668.25, if Customer participates in a Title IV Higher Education Act program, Customer agrees to notify the Secretary of the Department of Education within 10 days of the date that:

- (A) Customer enters into a new contract or significantly modifies an existing contract with ECSI to administer any aspect of that program;
- (B) Customer or ECSI terminates all or any portion of the agreement to administer any portion of that program; or
- (C) if ECSI stops providing services for the administration of that program, goes out of business, or files a petition under the Bankruptcy Code. Customer's notification must include the name and address of ECSI.

If Customer contracts with ECSI to administer any aspect of Customer's participation in a Title IV Higher Education Act program, it shall provide to the Secretary of the Department of Education, upon request, a copy of the agreement for the administration of that program, including any modifications, and provide information pertaining to the contract or to ECSI's administration of Customer's participation in any Title

IV, HEA program. ECSI's primary physical address is 1200 Cherrington Parkway, Suite 200, Moon Twp., PA 15108. Eric Ives is the Senior Vice President and General Manager, Eric.Ives@e-hps.com, 412.788.3900 x86074.

EXHIBIT C**TERMS OF USE FOR THE ECSI HOSTED
PLATFORM LAST UPDATED JUNE 28,
2019**

These Terms of Use (“Terms of Use”) establish the terms and conditions under which Educational Computer Systems, Inc. (“ECSI”) will provide access to the Hosted Platform (as defined below) to those customers (each a “Customer”) who have executed a Master Hosted Platform and Services Agreement (the “Agreement”). Provision of the Hosted Platform shall constitute one of the Services provided by ECSI under the Agreement. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement. ECSI reserves the right to amend these Terms of Use by providing a revised set of Terms of Use to Customer. These Terms of Use were last revised on the date set forth above. If Customer uses the Hosted Platform after an amended Terms of Use has been provided to Customer, Customer will be deemed to have agreed to such amended Terms of Use.

1. Hosted Platform. Subject to the terms and conditions of these Terms of Use and the Agreement, ECSI or its subcontractors will provide Customer with access to its proprietary loan and billing servicing network and system (the “Hosted Platform”). DSL, cable or another high speed Internet connection is required for Customer to properly access the Hosted Platform. Customer and its Users are responsible for procuring and maintaining the network connections that connect the Customer network or User to the Hosted Platform, including, but not limited to, “browser” software that supports protocol used by ECSI, including Secure Socket Layer protocol or other protocols accepted by ECSI, and for following logon procedures for services that support such protocols. ECSI assumes no responsibility for the reliability or performance of any connections as described in this Section. Customer shall not attempt to access any other of ECSI’s systems, programs or data that are not made available for public use in connection with the Hosted Platform.

2. ECSI Technology and Hosted Materials. “ECSI Technology” means all of ECSI’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer or its Users by ECSI in providing the Hosted Platform. “Hosted Materials” means the documentation and all other information developed or provided by ECSI or its suppliers under the Agreement to Customer or its Users or made available by ECSI to Customer or its Users in the course of using the Hosted Platform.

3. Provision of ECSI Technology and Hosted Materials. As part of its provision of the Services to Customer, ECSI shall operate and support the Hosted Platform and hosted environment, including, without limitation, the ECSI Technology, all applicable server hardware, disk storage, server operating systems, management programs, web server programs, and Hosted Materials.

4. Downtime. Subject to these Terms of Use and the Agreement, ECSI shall use commercially reasonable efforts to provide the Hosted Platform twenty-four (24) hours a day, seven (7) days a week throughout the term of the applicable Service Order Form for the Services. Customer agrees that from time to time the Hosted Platform may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which ECSI may undertake from time to time; or (iii) causes beyond the control of ECSI or which are not reasonably foreseeable by ECSI, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively “Downtime”). ECSI shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Customer in the event of any scheduled Downtime. ECSI shall have no obligation during performance of such operations to mirror Customer Data on any other server or to transfer Customer Data to any other server. ECSI shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Hosted Platform in connection with Downtime, whether scheduled or not.

5. License Grant/Restrictions. Customer and its Users shall have a non-exclusive license to access the Hosted Platform solely for use of the Services. Customer and its Users are solely responsible for all activities conducted under Customer's User logins and passwords and for its Users' compliance with this Agreement and all applicable laws. Unauthorized use, resale or commercial exploitation of the Hosted Platform in any way is expressly prohibited. Without ECSI's express prior written consent in each instance, Customer shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Hosted Materials, including the ECSI Technology, or access the Hosted Platform in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Hosted Platform. Except as expressly permitted in this Agreement, Customer shall not copy, license, sell, transfer, make available, lease, time-share, distribute, or assign this license, the Hosted Platform or the Hosted Materials to any third-party. Customer shall not use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Hosted Platform. Customer also agrees to be bound by any further restrictions set forth on the Service Order Form. All rights not expressly granted to Customer are reserved by ECSI and its licensors. There are no implied rights. In addition to ECSI's other remedies hereunder, ECSI reserves the right upon notice to Customer to terminate any User's right to access the Hosted Platform if such User has violated any of the restrictions contained in these Terms of Use or the Agreement.

6. Ownership. Customer acknowledges and agrees that (i) as between ECSI and Customer, all right, title and interest in and to the Hosted Platform, the Hosted Materials, including the ECSI Technology and all derivatives thereof (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) are and shall remain ECSI's or its licensors', and ECSI in no way conveys any right or interest in the Hosted Materials, the ECSI Technology or the Hosted Platform other than a limited license to use them in accordance herewith, and (ii) the Hosted Materials, the ECSI Technology and the Hosted Platform are works protected by copyright, trade secret, and other proprietary rights and laws. The ECSI name, the ECSI logo, and the product names associated with the Hosted Platform are trademarks of ECSI or third parties, and no right or license is granted to use them. Customer shall not remove any ECSI or ECSI trademark or logo from the Hosted Platform (without ECSI's consent and only upon the payment of additional fees to ECSI).

7. Privacy Policy. ECSI's privacy policy, found at https://www.ecsi.net/privacy_notice.html, explains how ECSI collects and uses (i) Customer Data submitted by Customer, Customer's employees or agents, and Users; and (2) about Customer or Customer's employees or agents submitted through technological means. Access or use of the Hosted Platform is subject to ECSI's privacy policy.

8. Handling of Customer Data upon Termination. Customer acknowledges and agrees that (i) as between ECSI and Customer, all right, title and interest in and to the Hosted Platform, the Hosted Materials, including the ECSI Technology and all derivatives thereof (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) are and shall remain ECSI's or its licensors', and ECSI in no way conveys any right or interest in the Hosted Materials, the ECSI Technology or the Hosted Platform other than a limited license to use them in accordance herewith, and (ii) the Hosted Materials, the ECSI Technology and the Hosted Platform are works protected by copyright, trade secret, and other proprietary rights and laws. The ECSI name, the ECSI logo, and the product names associated with the Hosted Platform are trademarks of ECSI or third parties, and no right or license is granted to use them. Customer shall not remove any ECSI or ECSI trademark or logo from the Hosted Platform (without ECSI's consent and only upon the payment of additional fees to ECSI).

9. Users: Passwords, Access and Notification. Customer agrees that following termination of the Agreement or the Service Order Form(s), ECSI may immediately deactivate Customer's and its Users' access to the Hosted Platform and that following a reasonable period of not less than thirty (30) days, shall be entitled to delete Customer's account from ECSI's "live" site. ECSI agrees to retain Customer Data and other documents relative to this Agreement for the current fiscal year, plus seven (7) years after final payment.

10. Transmission of Data. Customer understands that the technical processing and transmission of Customer's electronic communications is fundamentally necessary to Customer's use of the Hosted Platform. Customer expressly consents to ECSI's interception and storage of electronic communications and/or Customer Data, and Customer acknowledges and understands that Customer's electronic communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by ECSI. Customer acknowledges and understands that changes to Customer's electronic communications may occur (including but not limited to encryption and compression) in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Customer agrees that ECSI is not responsible for any electronic communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks including, but not limited to, the Internet and Customer's local network. Customer acknowledges and agrees that all email messages sent through use of the Hosted Platform may not be received by their intended recipients.

11. Modifications to Hosted Platform. ECSI may make modifications to the Hosted Platform or particular components of the Hosted Platform from time to time provided that such modifications do not materially degrade any functionality or features of the Hosted Platform. ECSI will use commercially reasonable efforts to notify Customer of any material modifications.

Suspension for Ongoing Harm. Customer agrees that, upon reasonably contemporaneous notice (which may be made by email or telephone), ECSI may suspend Customer's access to the Hosted Platform if ECSI reasonably concludes that the Hosted Platform is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of the Hosted Platform is causing immediate, material and ongoing harm to ECSI or others. In the extraordinary event that ECSI suspends Customer's access to the Hosted Platform, ECSI will use commercially reasonable efforts to limit the suspension to the offending portion of the Hosted Platform and resolve the issues causing the suspension of Hosted Platform. Customer agrees that ECSI shall not be liable to Customer, Customer's Users, or to any third party for any suspension of access to the Hosted Platform under such circumstances as described in this Section 12.

EXHIBIT D**PUBLIC EDUCATION ACH PROCESSING TERMS AND CONDITIONS**

These Public Education ACH Processing Terms and Conditions (“ACH Ts&Cs”) are an addendum to your Master Services Agreement or other ECSI Service Agreement (“ECSI Agreement”). To the extent there is a conflict between these ACH Ts&Cs and your ECSI Agreement, the ECSI Agreement will control.

1. **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings provided in the rules of the National Automated Clearinghouse Association, and any amendments that may be adopted from time to time. The following definitions shall apply for the purposes of this Agreement:
 - 1.1. **“ACH”** means the Federal Reserve Bank’s Automated Clearing House, a funds transfer system, governed by the NACHA operating rules, that provides for the inter-bank clearing of electronic entries for participating financial institutions.
 - 1.2. **“ACH Network”** means the parties involved in processing an ACH Entry.
 - 1.3. **“ACH Operator”** means an organization serving as a central clearing facility that receives entries from the ODFIs and distributes the entries to the appropriate RDFI.
 - 1.4. **“ACH Transaction”** means an Entry or Entries under the NACHA Rules.
 - 1.5. **“Customer”** means the ECSI business customer that initiates ACH entries into the payment system according to an arrangement with a Receiver.
 - 1.6. **“Customer Account”** means the demand deposit account designated by Customer for deposit of Customer ACH funds received and collected by ECSI.
 - 1.7. **“EFT”** means Electronic Funds Transfer, electronic debits and credits processed through the ACH Network.
 - 1.8. **“Entry” or “Entries”** shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which ECSI prepares Entries, as defined by NACHA Rules.
 - 1.9. **“Initiation”** means the initial presentation by ECSI of a transaction to Settlement.
 - 1.10. **“NACHA”** means the National Automated Clearing House Association.
 - 1.11. **“NACHA Rules”** means the rules of the National Automated Clearinghouse Association (NACHA), and any amendments that may be adopted from time to time hereafter. Please refer to the following website for the NACHA Rules: <https://www.nacha.org/rules>
 - 1.12. **“ODFI”** means the bank acting as the Originating Depository Financial Institution as defined by NACHA Rules.
 - 1.13. **“RDFI”** means the Receiving Depository Financial Institution that receives ACH entries from the ACH Network and posts the entries to the Receiver’s account as defined by NACHA Rules.
 - 1.14. **“Receiver”** means the student/borrower, person, or organization that has authorized a Customer or ECSI to initiate an ACH entry to the Receiver’s account with the RDFI, as defined by NACHA Rules.
 - 1.15. **“Re-initiation” or “Re-presentation”** means the second or third attempt at Settlement by ECSI of a previously Returned ACH transaction as defined by NACHA Rules.
 - 1.16. **“Return”** means a Receiver transaction that is returned unpaid by either the Receiver’s bank or the ACH Network, as defined by NACHA Rules.

- 1.17. **“Returned Item Service Charge”** means the fee charged to Receiver as allowed by applicable law for a transaction that is returned unpaid by the Receiver’s bank or ACH Network.
 - 1.18. **“Settlement”** means the movement of electronic information into the ACH Network under the ODFI sponsorship which results in the debiting or crediting of funds to designated bank accounts, as defined by NACHA Rules.
 - 1.19. **“Standard Entry Class Code”** means a valid payment methods as under the NACHA Rules, which define the type of transaction, type of account, and any information specific to the format.
 - 1.20. **“Submit”, “Submitted” and “Submission”** mean the Customer’s action of utilizing ECSI’s ACH Services for the purpose of processing a transaction.
2. **Entries and Related Warranties.** Customer shall transmit only those types of Entries that originate as a result of the ECSI agreement between ECSI and Customer. With respect to each Standard Entry Class Code indicated by Customer, Customer shall comply with all requirements and warranties set forth in the Rules with respect to such Standard Entry Class Code.
 3. **Recording and Use of Communications.** Customer and ECSI agree that all telephone conversations or data transmissions between them or their agents made in connection with these ACH Ts&Cs may be electronically recorded and retained by either party for any reasonable use which is in compliance with these ACH Ts&Cs.
 4. **Processing Deadlines.** Customer acknowledges that ECSI has specific processing deadlines imposed by its ODFI and the ACH Operator for ACH Transactions and that ECSI will process Customer’s ACH transactions within the constraints placed upon ECSI.
 5. **Rejection of Entries.** ECSI may reject any Entry which does not comply with the requirements of these ACH Ts&Cs.
 6. **Cancellation or Amendment by Customer.** Customer shall have no right to cancel or amend any Entry after its receipt by ECSI. ECSI shall use reasonable efforts to act on a request by Customer for cancellation of a file prior to transmitting such file to the ODFI, but ECSI shall have no liability if such cancellation is not effected. Customer shall reimburse ECSI for any expenses, losses, or damages ECSI may incur in effecting or attempting to affect Customer’s request.
 7. **Customer Account.** Customer agrees to immediately reimburse ECSI for any shortfalls that occur due to non- sufficient funds in Customer Account that are covered by ECSI. Customer also agrees to authorize ECSI to suspend Settlement of all funds to Customer Account, without prior notice to Customer , if Customer should breach or fail to comply with any terms of these ACH Ts&Cs, or if ECSI or ODFI in its sole opinion deems itself at risk relative to any services performed under these ACH Ts&Cs.
 8. **Returns.** Customer agrees to be liable for all EFT items that are returned, dishonored, reversed or that cannot be collected through Receiver’s account and that are not subsequently covered by debit against Customer Account. In the event that funds in Customer Account are not sufficient to cover Returns, Customer shall immediately upon request from ECSI, deposit sufficient funds in Customer Account to cover such Returns. ECSI may deduct or offset Returns against amounts to be paid Customer for current or future ACH transactions.
 9. **Returned Item Service Charges.** Returned Item Service Charges will be assessed as allowed by the NACHA Rules and applicable law.
 10. **Customer Representations.**
 - 10.1. With respect to each and every Entry initiated by Customer, Customer represents and

warrants to ECSI and agrees that Customer shall initiate Entries only in compliance with the provisions of Rules,

- 10.2. each person shown as the Receiver on an Entry received by ECSI from Customer has authorized the initiation of such Entry and the debiting or crediting of its account in the amount and on the Effective Entry Date shown on such Entry,
 - 10.3. such authorization is operative at the time of transmittal or at the time of debiting or crediting by ECSI as provided herein,
 - 10.4. Entries transmitted to ECSI by Customer are limited to those types of Entries agreed to by ECSI and Customer as a direct result of the services set forth in the MSA or other ECSI Services Agreement,
 - 10.5. Customer shall perform its obligations under these ACH Ts&Cs in accordance with all applicable federal and state laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control ("OFAC"), and
 - 10.6. Customer shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of a credit Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry.
 - 10.7. Customer accepts responsibility for compliance with the Rules and will reimburse ECSI for any fees or penalties caused by Customer.
 - 10.8. Customer specifically acknowledges that it has received notice of the Rules regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry. Customer specifically acknowledges that it has received notice of the Rules regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.
11. **Responsibilities.** In the performance of the services required by these ACH Ts&Cs, ECSI shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to these ACH Ts&Cs, and shall not be responsible for the accuracy or completeness thereof. ECSI shall be responsible only for performing the services expressly provided for in these ACH Ts&Cs and, subject to the disclaimers and limits on ECSI's liability set forth herein. ECSI shall not be responsible for Customer's acts or omissions, including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Customer or for the return of an Entry by such Receiver or Receiving Depository Financial Institution, and no such person shall be deemed ECSI's agent.
12. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THESE ACH TS&CS, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE OTHER PARTY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY THAT THE OTHER PARTY MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM LOSS OF BUSINESS, PROFITS, OR SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE OTHER PARTY'S ACTS OR OMISSIONS PURSUANT TO THESE ACH TS&CS. IN ADDITION TO THE FOREGOING, ECSI'S LIABILITY UNDER THESE ACH TS&CS FOR PROVEN AND DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR TO BE PAID BY CUSTOMER TO ECSI **UNDER THESE ACH TS&CS FOR SIX (6) MONTHS**

PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

- 13. Interruption of Services.** Customer acknowledges and agrees that ECSI's provision of ACH services hereunder may be interrupted from time to time and that ECSI shall have no liability whatsoever as a result of such an interruption or delay. Without limiting the generality of the foregoing provisions, ECSI shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, loss of power, equipment or software error or malfunction, war, terrorist actions, pandemic, acts of God, earthquakes, flood, embargo, riot, sabotage, labor shortage or dispute, emergency conditions or circumstances beyond ECSI's control. From time to time ECSI may need to temporarily suspend processing of a transaction for greater scrutiny or verification, including, but not limited to, suspending processing to review for OFAC compliance in accordance with applicable OFAC guidance, and ECSI shall be excused if this action causes delay in the settlement and/or availability of the transaction while review is in process. In addition, ECSI shall be excused, while review is in process, from failing to transmit or delay in transmitting an Entry if such transmittal would result, in ECSI's reasonable judgment, in violation of any rule or regulation of any U.S. governmental regulatory authority or NACHA Rule.
- 14. Risk Mitigation.** In order to reduce the risk of loss to which ECSI is subject under these ACH Ts&Cs, ECSI may in its discretion establish such risk mitigation procedures as ECSI deems necessary, including without limitation, requiring prefunding of credit Entries, delayed availability of funds to Customer to cover returned debit Entries, and submission of unbalanced files (submission of a credit file for which ECSI shall then create the offsetting debit file.).
- 15. Inconsistent Name and Account Number.** Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, posting of the Entry transmitted by ECSI to the RDFI may be made by the RDFI on the basis of the account number supplied by Customer, even if such account number identifies a person different from the named Receiver, and that Customer's obligation to settle the amount of the Entry to ECSI is not excused in such circumstances.
- 16. Changes to ACH Ts&Cs.** As required by the Rules or applicable law, ECSI may change the terms of or add new terms to this Agreement at any time and any such changes or new terms shall be effective when notice thereof is given by ECSI. Notwithstanding anything herein to the contrary, all fees, charges and/or discounts charged to Customer hereunder may be changed immediately and without prior written notice to Customer, provided that ECSI will notify Customer of any such changes. In the event performance of the services provided herein in accordance with the terms of these ACH Ts&Cs would result in a violation of any present or future statute, regulation or government policy to which ECSI is subject, and that governs or affects the transactions contemplated by these ACH Ts&Cs, then these ACH Ts&Cs shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and ECSI shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between ECSI and Customer shall constitute a modification of these ACH Ts&Cs or the Rules regardless of whatever practices and procedures ECSI and Customer may use.
- 17. Tapes and Records.** All diskettes, Entries, security procedures and related records used by ECSI for transactions contemplated by these ACH Ts&Cs shall be and remain ECSI's property. ECSI may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by ECSI in making such information available to Customer shall be paid by Customer.
- 18. Evidence of Authorization/Provision of Information.** Customer shall obtain, or shall ensure that all applicable consents and authorizations required under the Rules are obtained and shall retain, or shall ensure that all applicable consents and authorizations are retained for two (2) years after they terminate. Within five (5) banking days of a request by, Customer shall provide ECSI with any

information requested pursuant to these ACH Ts&Cs or required to comply with the Rules.

- 19. Term and Termination.** These ACH Ts&Cs shall run simultaneously with any initial or renewal term of the MSA, but do not supercede the MSA. Thereafter, these ACH Ts&Cs will apply to all ACH transactions made on Customer's account. Either party may terminate these ACH Ts&Cs by providing to the other written notice of termination at least thirty (30) days prior to the end of the then current term. ECSI may terminate the ACH Ts&Cs immediately as required by the ODFI or as may otherwise be required by the Rules

Attachment A – Pricing Schedule

RFP 177421343CK

STUDENT LOAN BILLING SERVICES

I. Student Loan Billing Services:

Offerors shall identify all costs/fees associated with providing the Student Loan Billing Services specified in Section IV, "STATEMENT OF NEEDS."

NOTE: Additional fees and/or other costs not included in Firm's proposal herein, whether charged to University or borrowers, shall not be permitted at any point during the life of the contract.

Offerors may submit pricing on a separate attachment if desired.

A. Conversion:	Total Fixed Price:
1. Total Cost of Conversion	\$0.00 _____
2. Fee for new loans submitted after the initial conversion	\$0.00 _____
B. Monthly Servicing Fees:	Total Fixed Unit Price:
Borrower Status:	
1. In-School	\$0.00 _____
2. Grace	\$1.05 _____
3. Deferred	\$0.57 _____
4. Repayment (Current):	
a. Monthly frequency	\$1.16 _____
b. Quarterly frequency	\$1.16 _____
c. Semi-annual frequency	\$1.16 _____
5. Repayment (Past Due):	

a.	In collection	<u>\$0.57</u>
b.	Assignment	<u>\$0.00</u>
c.	Default:	<u>\$No rate change</u>
	(1) 1ST Overdue Notice	<u>\$Included</u>
	(2) 2ND Overdue Notice	<u>\$Included</u>
	(3) Final Demand Notice	<u>\$Included</u>
	(4) 90-Day Telephone Call	<u>\$1.31</u>
6.	Paid in Full	<u>\$0.00</u>

C. Due Diligence Services:

Total Fixed Unit Price:

Type:

1.	Paper mailings	<u>\$1.39</u>
2.	Telephone Call	<u>\$1.31</u>
3.	Credit Bureau Reporting	<u>\$0.00</u>
4.	Exit Interview Repayment Schedule	<u>\$Web Exit Included</u>
5.	Additional Due Diligence Services	<u>\$N/A</u>
6.	History/Profile of Accounts	<u>\$0.00</u>
7.	Annual Disclosure	<u>\$0.05 per In-School Loan</u>

D. Skiptracing Services:

Total Fixed Unit Price:

Type:

1.	I.R.S.	<u>\$N/A</u>
2.	D.M.V.	<u>\$N/A</u>
3.	Other	<u>\$0.00</u>

E. Banking Services:

Total Fixed Unit Price:

Type:

- | | | |
|----|-----------------------------------|--------------|
| 1. | Lockbox | \$0.00 _____ |
| 2. | ACH Transfers | \$0.00 _____ |
| 3. | Wire Transfers | \$0.00 _____ |
| 4. | Interest Bearing Checking Account | \$N/A _____ |

F. Reports:

1. Type:

Total Fixed Unit Price:

- | | | |
|--|------------------------|------------------|
| | a. Electronic (Online) | \$Included _____ |
| | b. CD-Rom | \$N/A _____ |

2. Customized Reports:

Offerors shall identify all costs/fees associated with providing the customized reports identified in response to Section IV, "STATEMENT OF NEEDS."

ECSI Response: Any required report customization is managed on a per request basis. The details of the requirement are provided by the University, and ECSI then runs it through an analysis to provide an estimate of the amount of work required to develop the report. We will then present the University with the estimated hours of work and cost. Work on the request commences when an agreement is reached by both parties. Please note that ECSI's standard Professional Services fee for custom programming is charged at the rate of \$150.00 per hour.

G. Electronic / Online Database / Website Services:

Offerors shall identify all costs/fees associated with providing the electronic/online database/website services specified in Section IV, the "STATEMENT OF NEEDS."

ECSI Response: There is no additional cost for online and web access.

H. Pass-Through Costs to Borrowers:

Offerors shall identify all pass-through costs/fees associated with providing the electronic/online database/website services specified in Section IV, the "STATEMENT OF NEEDS" that will be charged to borrowers.

ACH Fees: \$0.00 for recurring ACH payments

Emergency Payment Fees: \$1.95 for on demand ACH payments

Credit Card Fees: \$ 3.95% + \$1.00

Receiving/Setting Up Subscriber Codes from Credit Bureaus fees: \$0.00

I. Other Fees:

Are there any other costs/fees associated with performing/providing the Student Loan Billing Services specified in Section VI, the "STATEMENT OF NEEDS," that are not identified above in "APPENDIX III," the "PRICING SCHEDULE"?

Yes X No

If "Yes":

Offerors shall identify all other costs/fees associated with performing/providing the Student Loan Billing Services specified in Section VI, the "STATEMENT OF NEEDS" that are not identified in "APPENDIX III," the "PRICING SCHEDULE." As stated above, any costs/fees not specifically outlined in Offeror's RFP response shall not be permitted at any point during the contract term(s), regardless of whether such fees/costs are charged to University or borrowers.

ECSI Response: Please refer to our supplementary pricing document that's included on the following page. It covers other loan services that are not listed in this Pricing Schedule.

J. VASCUPP Volume Incentives:

As stated herein, VCU intends for this contract to be available for cooperative usage by all 11 VASCUPP schools (please see Attachment A, 2nd tab - "VASCUPP Totals" for total loan volume data all 11 VASCUPP schools; and see subsequent tabs for individual school data.) VCU further intends for its contracted vendor to provide additional discounts and/or incentives based on the number of VASCUPP schools actually accessing the contract.

Incentive structure shall be based on Loans in Repayment Status as follows:

1. Alone, VCU has Loans in Repayment Status totaling approximately \$16,930,000.
2. Additionally, the other 10 VASCUPP schools have Loans in Repayment Status totaling approximately \$19,000,000 combined.
3. This means the total combined Loans in Repayment Status for all VASCUPP schools is approximately \$36,000,000.

4. If total commitment in writing from VASCUPP schools reaches the following Loans in Repayment Status levels, please state what additional fee/cost discounts/incentives you are offering:

1st Incentive Tier - \$20,000,000-\$24,999,999 No Volume Incentive Offered

2nd Incentive Tier - \$25,000,000-\$29,999,999 No Volume Incentive Offered

3rd Incentive Tier - \$30,000,000-\$34,999,999 No Volume Incentive Offered

4th Incentive Tier - \$35,000,000+ No Volume Incentive Offered

(Example: VCU, as primary contract holder, accounts for \$16,930,000. The University of Virginia then hypothetically commits, and they account for approximately \$4,005,000. This now makes the VASCUPP total \$20,935,000, moving the contract into the 1ST Incentive Tier.)