

TRANSACT CAMPUS SCHEDULE

THIS TRANSACT CAMPUS SCHEDULE (THIS "**SCHEDULE**") IS A SCHEDULE PURSUANT TO THE MASTER AGREEMENT BETWEEN CUSTOMER AND TRANSACT (AS DEFINED IN THE ORDER FORM) AND DESCRIBES THE GENERAL TERMS BY WHICH CUSTOMER MAY LICENSE AND PURCHASE THE TRANSACT CAMPUS PRODUCTS AND SERVICES IDENTIFIED IN THE ORDER FORM. THIS SCHEDULE AND THE ORDER FORM, THE MASTER AGREEMENT, AND ANY OTHER SCHEDULES BETWEEN CUSTOMER AND TRANSACT, ARE REFERRED TO COLLECTIVELY AS THE "**AGREEMENT**." CAPITALIZED TERMS THAT ARE NOT OTHERWISE DEFINED IN THIS SCHEDULE WILL HAVE THE MEANING SET FORTH ELSEWHERE IN THE AGREEMENT.

1. RESPONSIBILITIES OF CLIENT

- 1.1 Account Set-up.** Customer agrees to define account plans and processing rules for the solution being deployed
- 1.2 Accountholder Funds.** If applicable, Customer is responsible for the management of any and all accountholder funds and for reconciling any cash associated with accountholder accounts. As applicable, Customer is responsible for all bankcard related fees charged as part of the value loading process and Customer is responsible to accountholders for refunding value according to program terms and conditions via check or other process to be established and will provide Transact with an electronic data file of refund transactions to post to accountholder accounts.
- 1.3 Card Production and Distribution.** If applicable, Customer will, at its own expense, print and issue cards according to encoding formats set forth in the Documentation (unless the Parties agree in writing to another encoding format). Customer agrees to utilize high-coercivity, ISO standard, digital image-capable cards with a standard 16 digit number printed on the card and encoded on track 2 of the magnetic stripe.
- 1.4 IT Support & Requirements.** Customer will provide Transact access to an IT contact for installation and general IT support and any troubleshooting assistance.
- 1.5 Integrations.** Customer shall not allow integrations by third-parties into any of the Products and Services referenced in this Transact Campus Schedule or sold to Customer as part of an order form, SOW, or quote, except as expressly permitted in the Agreement or in writing by us.
- 1.6 Product Names.** The names of the specific Products and Services referenced in this Transact Campus Schedule are subject to change. In the event any of the names change during the term of the Agreement, the relevant terms and conditions set forth in this Transact Campus Schedule shall continue to apply to the re-named Products and Services.

2. PROFESSIONAL SERVICES. Transact will use commercially reasonable efforts to perform the professional services (the "**Transact Professional Services**") as set forth in each Statement of Work ("**SOW**") or other communication between Transact and Customer. Transact will perform the Professional Services in a professional manner in accordance with industry standards.

- 2.1 SOW Authorizations.** If a SOW is provided, it must be signed by a duly authorized representative of each party or must be approved by a duly authorized representative of each party which clearly identifies the SOW in respect of which approval is being given before it becomes part of the Agreement and thereby becomes binding on the Parties.
- 2.2 Statement of Work Change Control Process.** Changes to a SOW may be made by following the Change Control Process, which defines the mechanisms for requesting, evaluating, deciding, and tracking possible changes to the project schedule, budget, scope, business objectives, and deliverables. The key objectives of the process are to:
 - a. Identify changes in scope, or other unplanned activity, in advance and control them;

- b. Protect the integrity and security of deliverables that have been approved for purchase;
- c. Ensure that new tasks and other requested changes are justified and cost justifiable and that affected deliverables are identified and modified accordingly (newly baseline);
- d. Obtain authorization to proceed with the new tasks/changes and assign them to appropriate individuals to be completed; and
- e. Monitor the progress and costs of the changes.

2.3 Purchase Order or Other Communication. If Customer issues to Transact a Purchase Order (or other communication) for Professional Services, Customer will not require Transact to sign the Purchase Order and the Purchase Order will be subject to this Agreement. In no event will the terms and conditions set forth in a Purchase Order issued by Customer, or other communication, for Professional Services supersede or replace this Agreement and this Agreement will prevail if there is a conflict between the terms of a Purchase Order, or other communication, issued by Customer and this Agreement.

3. MANAGED SERVICES AND EXPERT SERVICES. This Section will only be applicable if Customer has purchased managed services or expert services through an Order Form.

3.1 Scheduled Managed Services. The Transact managed services consultant will work with Customer to develop a standard set of scheduled system processing tasks needed for the effective operation of Customer's card office (examples: academic term cardholder imports and plan configuration maintenance, monthly cardholder account reconciliation, reporting management, etc.). The Transact managed service consultant will perform these scheduled system administration processing tasks for Customer.

3.2 Transact System Upgrade Management. The Transact managed service consultant will coordinate with Transact client support to plan and manage updates and upgrades to Transact for Customer and will review Customer's technical environment and recommend server and database optimization for upgrades as needed.

4. ACH AND CREDIT/DEBIT CARD PAYMENT ACCEPTANCE. This Section will only be applicable if Customer uses the functionality incorporated into the Software or SaaS Services or accessed via the Software or SaaS Services through Transact or an entity acting on its behalf that enables the capture of consumer or commercial payment card data, such as branded credit/debit cards or ACH clearing information. This Section does not apply to the CashNet Service.

4.1 Card Processor. Transact provides connectivity with payment processors ("Processors"), at the levels designated, as set forth in the Documentation for the purpose of authorization and settlement of transactions via the Transact Payment Gateway. Customer will establish a merchant account with a financial institution that processes credit card or ACH transactions with one of the Processors that Transact has established relationships with prior to deployment of such functionality in the Software. Modifications requiring supporting changes of Customer's bank, accepted Customer payment methods, Processor, or communication interfaces with the Processor will be chargeable to Customer and performed on a time and materials basis pursuant to a separate Statement of Work from Transact. Changes required to the Software to enable Customer to change Processors or communication interfaces to a Processor will be subject to a one-time charge for labor and licensing of Software, to be determined by Transact at the time of the change request.

- 4.2 Fiscal Responsibility.** Customer retains responsibility for compliance with all rules and regulations of any bank, card association, card processor and other entities related to issuance, acceptance, and settlement and clearing of payment transactions conducted through the Software. If Customer fails to comply and continues such failure for thirty (30) days after notice from Transact, Transact may suspend connectivity under this Schedule without any further liability or obligation to Customer, until such time as Customer provides documented evidence of full compliance. Notwithstanding the foregoing, Transact may suspend connectivity immediately, without liability, in the event of an ongoing security breach or failure. Customer acknowledges that as a condition of providing connectivity under this Schedule, Transact may be obligated by its Processors to pay fines and audit costs for security breaches that appear to arise from Customer and/or Transact's systems. If Transact is fined or audited due to an alleged security breach of systems within Customer's control, Customer will (i) pay all fines or audit fees incurred due to such security breach, or (ii) solely if applicable state law does not permit Customer to pay fines or audit fees, permit Transact to implement an annual security fee, to be assessed based on the Customer's then-current security situation and the likelihood of future fines or audits. Failure to consent to one of the two options in the preceding sentence will mean that Transact may, in its sole discretion, refuse to provide Customer with connectivity to any Processors in connection with the Software.
- 4.3 Financial Privacy.** Transact hereby agrees that it will comply with all reuse, redisclosure or other customer information handling, processing, security, and protection requirements that are specifically required of a non-affiliated third party processor or servicer (or subcontractor) under the Federal Trade Commission's Privacy of Consumer Financial Information; Final Rule (16 CFR 313) implementing Title V of the Gramm-Leach-Bliley Act, Public Law 106-102 (the "GLB Requirements") and other applicable federal and state consumer privacy laws, rules, and regulations. Without limiting the foregoing, Transact is prohibited from disclosing or using any nonpublic personal information (as defined in the GLB Requirements) disclosed to it by Customer, except as permitted under Section 14.5 of the Master Agreement or otherwise solely to carry out the purposes for which it was disclosed, including use under an exception contained in 16 CFR 313.14 or 16 CFR 313.15, as applicable, of the GLB Requirements in the ordinary course of business to carry out those purposes.
- 4.4 Risk Management.** The risk management feature of the Transact Payment Gateway provides Customer with the ability to perform certain management and oversight functions to Customer's electronic payment transactions. This includes the ability to accept or reject electronic transactions captured and originating from the Software and processed by the Transact Payment Gateway and using the risk management feature. Transact does not own any electronic transactions or data processed on the Customer's behalf and simply provides a service for the authorization, management, and settlement of transactions destined for the Customer's bank via the Processor.
- 4.5 Batch settlement of transactions.** Customer will periodically review batch settlement activity to ensure all transactions are successfully settled with the Customer's bank. Transact is not responsible for any fees incurred by the cardholder, card associations or merchant acquirer as a result of delayed batch settlement, including, but not limited to, interchange assessments and cardholder overdraft fees.

- 4.6 **Indemnity**. In addition to the Indemnification set forth in the Master Agreement, Customer will indemnify, defend and hold harmless Transact, its officers, directors, agents and employees, from and against any and all claims, losses, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees), either arising out of or relating to (i) the sale or use of any product or services sold by Customer, (ii) any misuse of Transact's Payment Gateway, or (iii) claims by credit, debit, and stored-value card holders that their cards were charged by Customer without authorization.
- 4.7 **PCI Compliance**. Transact (or a third party acting on its behalf) has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS. Upon written request, Transact will supply to Customer the current status of its PCI DSS compliance, and evidence of its most recent validation of compliance.
5. **SUPPORT AND MAINTENANCE**. Support and maintenance for Software and Equipment purchased by Customer is described in Transact's Support and Maintenance Guides, as they may be updated from time to time.

Terms Applicable to Specific Products and Services

In addition to the terms and conditions above, the following terms and conditions apply only to the extent that you purchase the below-referenced Products and Services as specified in an Order Form.

6. ORDERING AND DELIVERY OF EQUIPMENT AND CARDS.

- 6.1 Orders.** Customer may order Equipment and cards with respect to which Transact has otherwise provided a price quote by submitting to Transact either a written purchase order or an authorized Transact price quote accompanied by payment for such Equipment and cards in the form of check or valid authorization to charge Customer's credit card account. Transact will sell to Customer the Equipment and cards set forth and requested in any purchase order accepted in writing by Transact, provided that no purchase order will be binding upon Transact until Transact accepts such purchase order in writing, and further provided that Transact will have no liability to Customer with respect to any purchase orders that are not accepted. No partial shipment of Equipment and cards requested pursuant to any purchase order will constitute acceptance of the entire purchase order. Notwithstanding anything set forth to the contrary in any purchase order, no additional terms and conditions included in a purchase order by Customer will be binding on Transact unless specifically referenced and accepted and agreed by Transact in advance.
- 6.2 Cancellation.** Customer may not cancel a purchase order executed concurrently with the adoption of this Schedule. However, Customer may cancel any subsequent purchase order by providing written notice to Transact not less than thirty (30) days prior to the relevant requested shipment date; provided that Customer first pays Transact a cancellation charge equaling fifteen percent (15%) of the total price of the affected purchase order.
- 6.3 Configuration.** Transact will configure the Software purchased by Customer through Transact with the specifications as identified by the Customer, including installation of the applicable Software and related components on the Equipment prior to shipment. The configuration will be subject to written approval by Transact.
- 6.4 Shipment and Delivery Terms.** Upon acceptance of any purchase order, Transact will establish a shipping date for the relevant Equipment and cards as close as practicable to Customer's requested date, subject to Transact's reasonable discretion. Notwithstanding the foregoing, if Transact is to configure the Equipment, Transact will endeavor to ship the Equipment and cards within seven (7) business days of Transact's receipt of the Equipment and cards. Transact will not be liable for any damage or penalty arising from delay in delivery or from failure to give notice of any delay. Transact agrees to exercise reasonable efforts to expedite particular shipments of Equipment and cards when so requested by Customer, provided that Customer will be charged an additional fee equal to 10 percent (10%) of the total purchase price for the item being expedited.
- 6.5 Passing of Title and Risk.** Title to Equipment will pass to Customer and, the Equipment will be deemed sold and payment will be owed thereon upon delivery to a common carrier for shipment of Equipment. Risk of loss or damage to any Equipment will pass to Customer upon shipment of the Equipment.
- 6.6 Changes in Fees.** Transact reserves the right to amend its Equipment price lists at any time in its discretion, provided that any increase in such prices will not affect the amounts

payable under any purchase orders accepted by Transact prior to the implementation of such new prices. All purchase orders submitted by Customer after implementation of any announced price increase but before the date such price increase is effective, will be priced as if the increase were in effect. Any decrease in applicable prices will be effective immediately upon publication by Transact and will be applicable to all outstanding purchase orders accepted by Transact.

- 6.7 **Termination of Right of Possession.** Customer's right to possession of Equipment owned by Transact will terminate immediately if: (i) Customer becomes insolvent or makes an arrangement with its creditors generally or has a liquidator or a receiver appointed over a substantial part of its business or assets or commences to be wound up (other than for the purposes of a solvent amalgamation or reconstruction); (ii) Customer pledges or in any way charges by way of security for any indebtedness any Equipment which is the property of Transact; or (iii) Customer does not pay the applicable fees when due.
- 6.8 **License to Enter.** Customer grants Transact, its agents and employees an irrevocable license at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or, where Customer's right to possession has terminated, to recover it.
- 6.9 **Assignment of Warranty.** Transact agrees that it will make reasonable efforts to assign to Customer any manufacturer's warranty applicable to the Equipment.
- 6.10 **License for Embedded Software.** The Equipment included in the Order Form may include embedded software ("Embedded Software"). You may use the Embedded Software only in the form and in the Equipment delivered to you. You will not use, modify, reproduce, reverse engineer, disassemble, decompile or otherwise attempt to derive source code from the Embedded Software, sublicense, or distribute the Embedded Software other than as permitted by this Agreement. You will not remove any proprietary notices, labels or marks on the Equipment or Embedded Software. No license is granted to any Transact trademarks except as otherwise stated in this Agreement. Except for the limited rights granted above, Transact retains all right, title and interest in and to the Embedded Software, including copyrights and other proprietary rights.

7. **WEB DEPOSITS.**

- 7.1 **Service.** If Customer is purchasing the Web Deposits Service pursuant to an Order Form, Transact will provide the Customer with the applicable web deposit service(s), as described in this Section (the "Web Deposit Service"). The Customer will use the Web Deposit Service only to allow individuals to make deposits to their accounts via an online web portal ("Web Deposit Portal") to Cardholders (as defined below), and to perform associated functions specified in the Documentation for the Web Deposit Service. Nothing in this Section will be construed to grant to Customer a license to access and/or use Transact's systems except for purposes of accessing and using the Web Deposit Service and except pursuant to the procedures and protocols specified by Transact. Customer will be responsible for notifying Cardholders of the policies, procedures and information necessary to use the Web Deposit Service and make and receive such deposits. Customer will be solely responsible for the actions of its end-users when accessing the Web Deposit Portal or utilizing the Web Deposit Service and for ensuring end-user compliance with the terms and conditions of the Agreement. Transact may (but is not obligated to) offer a mobile application from which individuals authorized by

Customer may access the Web Deposit Portal. If Transact makes such an application available to Customer, any distribution of such application by Customer to its end users will be pursuant to a license agreement which is satisfactory to Transact; provided, however, that the standard distribution terms utilized by Apple Inc. to distribute the application through its Apple App Store will be deemed satisfactory unless Transact otherwise notifies Customer in writing.

- 7.2 Web Deposit Portal.** Customer agrees that the Web Deposit Portal is for the sole purpose as described in the Section 7.1 above. Transact grants to Customer, during the term of this Schedule, a limited non-exclusive, worldwide, royalty-free license to place a digital image of the Transact Logo, which will be presented by Transact to Customer (the "Image"), on an appropriate page of the Customer's Internet site, with a hyperlink to Transact's Web Deposit Portal site (or that of a third party acting on Transact's behalf) designated by Transact (the "Link"). Such Link may be changed by Transact upon notice to Customer. The Customer may not use any other trademark or service mark in connection with the Image without the prior written approval of Transact. The Link may not be used in any manner to provide a user with access to the Web Deposit Portal via any framing, layering, screen scraping or other techniques now known or hereafter developed that permit display of the Web Deposit Portal with any materials posted by Customer or any party other than Transact. Customer may not allow the Image to be linked to any other web site. The Customer may not use the Image in any manner not permitted hereunder, modify the Image, or copy or create a derivative work from the "look and feel" of the Image. Transact will have the right to review all uses of the Image for quality control purposes and proper compliance with guidelines, as they may be modified from time to time. Transact reserves the right to modify permission to use the Image and/or the Link at any time.
- 7.3 Availability and Operational Specifications.** For purpose of this Section, "Available Date" means the date upon which Customer receives notice from Transact that the Web Deposit Service is available for access by Customer. The Web Deposit Service will be activated and operated on computer servers and systems under Transact's direct or indirect control. In connection with the Web Deposit Service, Transact will also install and store the Customer's required application data for purposes of access by the Web Deposit Service. Transact will undertake commercially reasonable measures to ensure that, from and after the Available Date and for so long as the Web Deposit Service as ordered through the Order Form remains in effect, the Web Deposit Service provided pursuant to this Section will be available and accessible as set forth herein and conform in all material respects to the performance parameters as Transact may make generally commercially available from time to time upon written notice to Customer.
- 7.4 Data Restoration Policy.** Transact will periodically back-up Customer data. If Customer requests recovery of any lost or damaged Customer data, Transact will exercise reasonable efforts to restore the relevant data, provided that such data is, at the relevant time, still available pursuant to Transact's applicable retention policy and Customer has provided to Transact all information necessary to enable Transact to perform such services. If requested by Customer, Transact will make reasonable efforts to perform up to three (3) data restorations at no charge to Customer; thereafter, except with respect to restoration of data that are lost or damaged as a result of Transact's error or a Failure of the Web Deposit Service, Customer agrees to pay Transact its then-standard applicable

rates for such restoration services. For purposes of this Schedule, "Failure" means that Customer's primary hosting environment for the Web Deposit Service completely ceases to operate such that Customer has no access to the Web Deposit Service.

- 7.5 Data Archiving and Cleanup Policy.** Transact will undertake commercially reasonable efforts to accommodate Customer's request for data archiving and cleanup. These tasks generally require expert knowledge of the Transact application and database structure and command-line access to the applicable Transact servers under Transact's control. Common types of data archiving and cleanup tasks that require database/application engineering expertise and command-line access to servers include (but are not limited to) the following: batch copying of data for a new semester; batch export, import, and archive of data; batch removal of data; batch disabling or deleting of users; exporting usernames / transactions from a database query. If requested by Customer, Transact will make reasonable efforts to perform up to three (3) data archiving and cleanup related tickets per Customer per year (the tasks can be grouped together as one support ticket to be addressed at once per semester or per quarter) at no charge Customer. After three (3) no charge data archiving and cleanup related services per year, Transact reserves the right to charge a flat fee per ticket created for any additional data archiving and cleanup related tasks, at Transact's then-current applicable rates. If Customer requires Transact to batch archive data on to a hard-drive and ship to Customer, Transact will charge an additional fee at its then-current applicable rate for the cost of each of 200 GB hard-drive required. The hard-drive may be shipped back to Transact at the time of next task for reuse.
- 7.6 Storage and Bandwidth Policy.** Under its normal operating procedure, Transact does not cap storage and bandwidth. Transact will monitor Customer's storage and bandwidth usage and reserves the right, in its discretion, to archive data older than 4 years.
- 7.7 IP Addresses.** Any IP addresses assigned or allocated to Customer by Transact will remain, at all times, the property of Transact and will be nontransferable and Customer will have no right to use such IP addresses upon termination of this Agreement. Any change requested by Customer to the Transact allocated addresses must be agreed to by the Parties. Customer understands that the Web Deposit Service (including Internet use) may require registrations and related administrative reports that are public in nature.
- 7.8 Network Scanning.** Network scanning may not be performed by Customer (or any third party authorized by Customer) in connection with the Web Deposit Service without the prior written approval of Transact and coordination with Transact TSG engineers. This includes internal and external port scanning, internal and external vulnerability scanning, denial of service vulnerability testing and password cracking. Failure to comply with this policy may result in the loss of the Web Deposit Service for an extended period of time, and additional fees to Customer for remediation.
- 7.9 Cardholder Bands and Expansion of Licensed Use.** The Web Deposit Service is priced annually based upon Customer's total number of Cardholders and the cardholder bands identified below. A "Cardholder" is defined as any individual associated with a licensing institution that can reasonably be anticipated to use a card, or perform a transaction, or utilize a privilege/event in the Transact™ software, within the forward licensing period (12 months). Such use or transaction may include, but is not inclusive of, a stored value charge in any module, regular applied board transaction, guest applied board transaction, cash equivalence charge, regular event entry, and guest event entry.

Cardholder Bands
1- 1999 Cardholders
2000-3999 Cardholders
4000-7999 Cardholders
8000-14999 Cardholders
15000-24999 Cardholders
25000-49999 Cardholders

Bands in excess of 49,999 Cardholders will be priced separately. Customer's license for the Web Deposit Service may be expanded in increments as indicated above. Transact's assessment of additional license fees for any license expansion (including growth related to a Customer merger or acquisition) will be in accordance with Transact's then-current pricing.

Prior to any renewal of the term of Web Deposit Service, Transact may conduct an audit in accordance with the Master Agreement to determine the number of Cardholders in the then-current licensing period. Transact will utilize the then-current number of Cardholders determined in such audit and any information that may be supplied by Customer to reasonably determine the number of Cardholders for such renewal term.

- 7.10 Representations and Obligations.** The Customer represents and warrants that: (i) it will comply with all applicable Laws in use of the Web Deposit Service; (ii) it will maintain the confidentiality of data submitted by Cardholders through the Products and Services ("Cardholder Data"), and agrees to notify Transact in the event of an actual or suspected unauthorized access to any Cardholder account or the Cardholder Data; (iii) it will not permit any third party (other than an individual who wants to make a web deposit to a Cardholder) to use the Web Deposit Service; and (iv) it will not use the Web Deposit Service in combination with products or services not provided by Transact or in a manner for which the Web Deposit Service was not designed, which would cause the Web Deposit Service to infringe on a third party intellectual property right. The Customer agrees to defend, indemnify and hold harmless Transact against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from Customer or its Cardholders' use of the Web Deposit Service or from the Cardholder Data.

8. CAMPUS CASH SERVICES

- 8.1 Additional Definitions.** The following definitions apply to this Section 8 only. In addition to the terms defined elsewhere in this Section 8, the following terms have the meanings given below:

"Campus Cash Merchant" means a qualified merchant that elects to participate in a Campus Program and enters into a Merchant Contract, as long as such Merchant Contract remains in effect.

"Campus Program" means the card program offered by Customer which enables participants to use their cards to purchase goods and services from Customer-operated facilities and/or from other goods or services providers.

"Campus Program Host" means a software host for the Campus Program that is capable of supporting the Campus Cash Services transaction processing in a reliable and accurate manner.

"Customer Card" means the card issued by Customer to an individual participant in the Campus Program for use in purchasing goods and services under the Campus Program.

"Cardholder" means an individual participant in the Campus Program to whom a Customer Card has been issued by Customer.

"Merchant Contract" means the contract between a Campus Cash Merchant and Transact relating to the Campus Program.

"Merchant Discount Rate" means the percentage of a participating Campus Cash Merchant's total monthly Sales, to be charged by Transact to the Campus Cash Merchant in exchange for such Campus Cash Merchant's participation in the Campus Program.

"Merchant Discount Fees" means an amount calculated by applying the then applicable Merchant Discount Rate to the gross monthly Sales made by such Campus Cash Merchant.

"Sales" means the aggregate sales amount paid by Cardholders to Campus Cash Merchants at the time of Transactions for goods or services.

"Transaction" means each purchase by a Cardholder at a Campus Cash Merchant using a Customer Card.

8.2 Transact Obligations.

- a. Equipment Procurement, Training and Support.** Transact will be responsible for providing to each Campus Cash Merchant certain transaction processing equipment ("TPE") and for installing and supporting such equipment.
- b. Transaction Processing.** Transact agrees to provide transaction processing services for the Campus Cash Merchants with respect to the Campus Programs. Cardholders will use their Customer Cards for Transactions at Campus Cash Merchants and such Transactions will be logged by the Campus Program Host. Transactions will also be logged by the Campus Cash Merchant TPE and submitted to the settlement system owned and operated by Transact or its subcontractors (the "Transact Merchant Processor") for settlement automatically.
- c. Merchant Reimbursement.** Subject to Section 8.2(d), Transact, through its subcontractor, will be responsible for reimbursing Campus Cash Merchants via ACH for transactions made with the Customer Card as part of the Campus Program (the "Transaction Processing and Funds Transfer"). The Campus Cash Transaction Processing and Funds Transfer service will include management of ACH funds settlement of all Cardholder transaction activity at the Campus Cash Merchants in exchange for certain fees to be paid by the Campus Cash Merchant.

- d. **Funds Transfer.** Transact agrees to provide funds settlement services for Campus Cash Merchants, including automated payment and fee collection through electronic ACH transfers. Transact, through the Transact Merchant Processor, will arrange for funds for Campus Cash Merchant Transactions to be transferred from the Customer Account to the Campus Cash Merchant accounts on a regular schedule and no less frequently than weekly. Funds sufficient to reimburse the Campus Cash Merchant Transactions will be transferred by Transact's subcontractor from the Customer Account to the Campus Cash Merchant accounts via ACH. Transact, through its subcontractors, will transfer all applicable Merchant Discount Fees via ACH from the Campus Cash Merchant accounts to a Transact account. Transact, through its subcontractors, will then deduct from the Merchant Discount Fees, the Royalty owed to the Customer and will pay the Customer the Royalty via ACH from Transact's account to a Customer account.
- e. **Merchant Dispute Resolution.** If a Cardholder disputes a transaction at a Campus Cash Merchant, Transact, or Transact's subcontractor, will contact the Campus Cash Merchant on behalf of the Cardholder regarding the disputed transaction and request, when appropriate, a copy of the receipt signed by the Cardholder. If the dispute is resolved in favor of the Cardholder, Transact will charge back the disputed amount to the Campus Cash Merchant and notify the Customer of the corrective procedure. Transact will maintain a record of all disputes and the resolution thereof.

8.3 Customer Obligations.

- a. **Obligations.** To enable Transact to perform the Campus Cash Services and to complete all Transaction Processing and Funds Transfers, the Customer agrees that it will:
 - (i) Be responsible for all hardware, software, communication and licensing costs associated with providing a Campus Program Host;
 - (ii) Be responsible for and will manage all Cardholder accounts, and establish and maintain a separate ACH clearing account for use by Transact and Transact's subcontractors in providing the Transaction Processing and Funds Transfer (the "Customer Account"). The Customer will retain ownership of the Customer Account and funds in such account, and it will retain all interest income therefrom.
 - (iii) Be responsible for communicating the status of any Cardholder dispute to the Cardholder.
 - (iv) Ensure all Campus Cash Merchants are on the Campus Program Host and provide Transact with the merchant ID number for all Campus Cash Merchants;
 - (v) Add new Campus Cash Merchants to the Campus Program Host and generate a merchant ID number within three (3) business days of receiving such Campus Cash Merchant's data from Transact;
 - (vi) Provide for the Campus Cash Merchant TPE to access to the Campus Program Host in order to enable Campus Cash Merchant transactions to be authorized at all times; provided that, if in order to enable Campus Cash Merchants to complete transactions through the Campus Program, Transact is required to provide such Campus Cash Merchants with TPE that is incompatible with the standard Transact

methodology, the Customer will: (a) provide Transact or its authorized subcontractor with access to the Campus Program Host to enable Transact or such subcontractor to extract transaction data related to Campus Cash Merchants; or (b) provide such transaction data to Transact in a mutually agreed upon electronic format no less often than weekly. If the Customer is required under this subsection to provide Transact with transaction data, the Customer agrees to use its best efforts to ensure that such data is accurate;

(vii) Enable Transact or its subcontractor to reimburse the Campus Cash Merchants through Transaction Processing and Funds Transfer, including the ability to transfer funds via ACH directly from a selected Customer account to such Campus Cash Merchants; and

(viii) Notify Transact within one (1) hour if the Campus Program Host is not operational of the estimated time of system recovery and the time of actual system recovery.

b. **Funds Availability.** The Customer will make sufficient funds available through a selected Customer bank account to cover all Cardholder Transactions, in order to enable Transact or its subcontractor to complete the Transaction Processing and Funds Transfer.

c. **Campus Program Policies.** If this Schedule is executed after July 1 of any year, the first Academic Year will be considered the period from the Effective Date through June 30 of the following calendar year. Other than as set forth in Section 8.7(a), the Customer agrees that it will not include any restrictions in the Campus Program policies (e.g., transactions surcharges, minimum amounts, etc.) on transactions with Campus Cash Merchants without the prior consent of Transact.

8.4 Limitation of Liability and Indemnification.

a. **Limitation of Liability.** to the maximum extent permitted by applicable Law, Transact will have no liability under this Section 8 or otherwise to Customer or any third party for any claim or action arising from the operation of the Campus Program or other Customer services or programs relating to the Campus Cash Services, including but not limited to any claim or action arising out of any Transaction, Transaction Processing and Funds Transfer, transaction fraud, or any Campus Cash Merchant and/or Cardholder payment dispute (any of the foregoing, separately and collectively, "Customer Matters").

b. **Indemnification.** In addition to the indemnification set forth in the Master Agreement, Customer will, at its own expense, indemnify and, at Transact's option, defend Transact against any losses, damages or expenses (including, without limitation, reasonable attorneys' fees) arising from any claim, suit or proceeding brought by a third party against Transact arising out of a Customer Matter and will pay any damages finally awarded against Transact or settlement amounts agreed upon to the extent based upon a Customer Matter, provided that Customer will not settle any Transact Claim unless such settlement completely and forever releases Transact with respect thereto or unless Transact provides its prior written consent to such settlement. Transact agrees (i) to provide Customer with prompt written notice of any such claim and (ii) to provide such assistance as Customer may reasonably request, at Customer's expense, in order to settle or defend any such Transact Claim.

8.5 General Provisions Applicable to all Campus Cash Services.

- a. Contacts.** Transact will designate a Transact representative, to oversee and manage the relationship between Transact and the Customer with respect to Campus Programs. The Customer will make available to Transact a Customer employee available for daily consultation and an employee capable of making decisions regarding the Campus Cash Services.
- b. Program Termination.** In addition to the termination provisions provided in the Master Agreement and in Section 8.5(c)(ii) below, Transact may also terminate the Agreement or the Campus Cash Services immediately if the Customer fails to comply with Section 8.3(b). In the event of termination of the Agreement or the Campus Cash Services, Transact will not be responsible for providing any transition services to the Customer or any third party in order to enable the Customer or such third party to provide services similar to the Campus Cash Services. But, if Customer terminates the Service as a result of Transact's material breach or Transact provides Customer notice of its decision not to renew, then, if requested by Customer, Transact will continue to perform the Campus Cash Services under this Section 8 for a period not to exceed sixty (60) days (the "Transition Period"). During the Transition Period, Transact will cooperate with the Customer or any third party designated by the Customer to transfer Customer property or Customer Confidential Information (as defined in the Master Agreement) related to the Campus Cash Services to the Customer or third party. Nothing in this Section 8 will obligate Transact to transfer property or confidential information of Transact to the Customer or any third party. Customer agrees that the Merchant Contracts are valuable assets of Transact and the Customer will not attempt to directly or indirectly interfere with, disrupt or encourage the termination of any Merchant Contract.
- c. Financial Services Regulations; Compliance Modification.**

 - (i) Transact makes no representations or warranties of any kind, express or implied, as to whether the Campus Program or Transact's activities are subject to the Electronic Fund Transfer Act or its implementing regulation (collectively, "Regulation E") or other state or federal financial services laws or regulations.
 - (ii) If and to the extent that the Campus Program is determined by a federal or state agency to be subject to and not in compliance with any federal or state regulation (including, but not limited to Regulation E), Transact and the Customer will undertake to: (a) modify the Campus Program so as to make it exempt from such regulations; or (b) comply with all such regulations so as to allow the Campus Program to continue to operate in compliance with such regulations. If this Section 8.5(c)(ii) applies, the Parties will work together in good faith to resolve all regulatory matters; provided, however, that any such resolution will incorporate but not be limited to sufficient additional fees payable by the Customer to Transact to cover the reasonable costs of such compliance by Transact. To the extent that the Campus Program is found to be subject to and not in compliance with a federal or state regulation and the Customer or Transact is unwilling or unable to modify the Campus Program or comply with the regulations within ninety (90) days or within such other timeframe, if any, as the Parties may mutually agree upon in writing, this Service may be terminated by Transact or the Customer upon thirty (30) days' notice.

d. Intellectual Property.

- (i) **Transact.** As between the Parties, Transact retains all right, title and interest in and to the content provided by Transact, the Campus Cash Services and any methodologies, processes, know-how or Transact Confidential Information associated therewith, including, without limitation, any and all content, data, technology, software, code, user interfaces, trademarks and other items used in connection or associated therewith. All goodwill arising out of the Customer's use of any of the Transact Confidential Information will inure solely to the benefit of Transact. The Customer will not distribute any materials or post any content that bears any connection to Transact or the Campus Cash Services or Transact's trademarks or trade names without Transact's prior consent.
- (ii) **Customer.** As between the Parties, the Customer retains all right, title and interest in and to the Campus Program site domain name and the Customer Confidential Information associated therewith. All goodwill arising out of Transact's use of any of the Customer's Confidential Information will inure solely to the benefit of the Customer. Transact will not distribute any materials or post any content that bears any connection to the Customer or the Campus Program or the Customer's trademarks or trade names without the Customer's prior consent.
- e. **Confidentiality.** For purposes of this Section 8, Transaction data collected by Transact as part of the Campus Cash Services will be owned by both Transact and the Customer. Cardholder information that Transact gains directly from students in the course of conducting programs other than the Campus Program will be solely Transact's Confidential Information.
- f. **Exclusivity.** The Customer agrees that, during the term of the Master Agreement, it will not engage any third party (not including the Customer's students, faculty or staff for the purpose of supporting the Campus Cash Services covered by this Section 8) other than Transact to provide services for the Campus Program similar to the Campus Cash Services covered by this Section 8.
- g. **Subcontractors.** The Customer agrees that Transact will have the right to engage subcontractors to provide the services to be performed under this Section 8. By way of example, Transact expects, as of the Effective Date, that subcontractors will include Transact's ACH transaction processor and the provider of warranty and support services for the TPE equipment.
- h. **Survival.** The provisions of this Section 8 with respect to payment obligations incurred prior to the effective date of termination), as well as Sections 8.5(b) through this Section 8.5(h) will survive the termination of the Agreement and/or the Campus Cash Services.

8.6 Terms Applicable to Campus Cash Settlement Only Service.

- a. **Merchant Recruitment and Contracts.** The Customer will be solely responsible for recruiting qualified merchants to participate in the Campus Program and for performing all aspects of any marketing efforts related thereto. Transact will execute a Merchant Contract with each qualified, Transact-approved Campus Cash Merchant. Transact's approval of any merchant will not be unreasonably withheld.

- b. **Merchant Discount Rate.** The Customer will set the applicable Merchant Discount Rate for each Campus Cash Merchant under this Section 8 and communicate such rate(s) to Transact in writing in advance of any changes and at initial enrollment. Customer may change such Merchant Discount Rate(s) at any time during the term of the Campus Cash Services with at least sixty (60) days prior written notice to Transact.
- c. **Funds Settlement.** Transact, through its subcontractor, will complete its Transaction Processing and Funds Transfer settlement obligations by transferring all Merchant Discount Fees from the Campus Cash Merchant accounts to the Customer account.

8.7 Terms Applicable to Full Campus Cash Service. This Section 8.7 only applies to Customers to have ordered [the Full Campus Cash Service through an Order Form].

- a. **Merchant Recruitment and Contracts.** Transact will recruit merchants to participate in the Campus Program. Transact will compile a list of prospective off-campus merchants for participation in the Campus Program, taking into consideration the merchant's proximity to campus, the type of service/products offered by the merchant and Cardholder preferences for the Customer's review and consent (the "Target List"). The Customer will not request the omission of any merchant included in the Target List without good reason and in any event will not request the omission of more than twenty percent (20%) of all merchants submitted by Transact from the Target List. The Customer may not request the omission of any Target List merchants based solely on the proximity of such merchant to campus or the category of product/service offered by such merchant, except as expressly stated in this Section 8.7. Transact will execute a Merchant Contract with each qualified Campus Cash Merchant. The Customer acknowledges that in connection with the Campus Cash Services performed by Transact, Transact may require that Campus Cash Merchants pay certain fees pursuant to the Merchant Contract, including but not limited to Merchant Discount Fees and other fees associated with the provision of merchant equipment, the processing of Cardholder transactions, customer service, and other applicable fees. Transact will not solicit or enroll merchants that principally sell items or services that are in conflict with the Customer's agreement at the time of contract signature or with Transact's mission and corporate policies. Transact shall make all final determinations as to whether it will enroll a merchant. Customer acknowledges that Transact will negotiate and maintain through the Merchant Contract the fees each Campus Cash merchants pays. Customer has no right to set or negotiate any Merchant fees.
- b. **Marketing Plan.** Transact will execute a marketing and communications plan ("Marketing Plan") to promote the Campus Program to Cardholders as outlined on the Order Form.
- c. **Campus Program Policies.** Other than as set forth in this Section 8, the Customer agrees that it will not include any restrictions in the Campus Program policies (e.g., transactions surcharges, minimum amounts, etc.) on transactions with Campus Cash Merchants without the prior consent of Transact.
- d. **Branding.** The Customer agrees that Transact may include the Customer's name, logo, and other Customer marks on all collateral materials provided to Campus Cash Merchants and all other Campus Program collateral materials after the Effective Date. The Customer also agrees that Transact may include the "Campus Cash" name and/or logo (the "Brand") on all collateral materials provided to Campus Cash Merchants and, as approved by the Customer, on all other Campus Program collateral materials. Transact will provide in-store signage, such as register and window stickers that indicate Campus Cash Merchants' acceptance of the Customer Card.

e. **Access.** The Customer agrees that the success of the Campus Program will depend upon the active knowledge and use of the program by Cardholders. To disseminate information about the Campus Program and to encourage the depositing of funds by Cardholders as contemplated and agreed to in the Marketing Plan, the Customer agrees to provide Transact with Cardholders' names, ID and/or account numbers, home addresses, and campus and email addresses. Customer also agrees to make deposit data available to Transact at a minimum of once per Academic Year.

f. **Fees and Payments.**

(i) **Program Management Fee.** In exchange for Campus Cash Services, the Customer will pay Transact an annual Campus Cash Services program management fee (the "**Program Management Fee**"). The Program Management Fee for the term of this agreement will be as set forth in the Order Form.

The Customer will pay the initial Program Management Fee to Transact within thirty (30) days after the Campus Program becomes effective. Subsequent annual Program Management Fees will be paid on each annual anniversary of the effective date during the term of the Campus Program. If required by the Customer, Customer will issue a purchase order in an amount equal to the annual Program Management Fee no less than forty-five (45) days prior to each anniversary of the effective date. Customer will pay other fees as set forth on an Order Form (such as fees for the marketing plan), as applicable.

(ii) **Royalty.** In connection with the Campus Cash Services, Transact will pay the Customer a royalty payment (the "**Royalty**") equal to a percent of the aggregate Merchant Discount Fees collected by Transact from Campus Cash Merchants participating in the Campus Program. The Royalty rate for the term of this agreement will be as set forth in the Order Form. The Royalty will not include any other commission or fees, including but not limited to any amounts charged to Campus Cash Merchants by Transact (a) calculated by applying a fixed per Transaction rate to the number of Transactions presented by the Campus Cash Merchant to Transact for settlement, (b) in connection with the provision of Campus Cash Merchant equipment required to participate in the Campus Program, including TPE or (c) to cover other operational merchant support costs, including, without limitation, monthly statements, monthly help desk, network access fee, terminal replacement, transaction dispute handling and bank card fees, including those for transaction processing. Nothing in this Schedule shall impact the amounts collected by the Customer with respect to non-Campus Cash Merchants participating in the Campus Program. Nothing in this Section 8 will impact the amounts collected by the Customer with respect to non-Campus Cash Merchants participating in the Campus Program.

(iii) **Funds Settlement.** Transact, through its subcontractors, will complete its Transaction Processing and Funds Transfer settlement obligations by (i) collecting from Campus Cash Merchant accounts all applicable Merchant Discount Fees; (ii) paying the Royalty owed to Customer into Customer's account.

9. **VENDING SERVICES**

9.1 **Additional Definitions.** The following definitions apply to this Section 9 only. In addition to the terms defined elsewhere in this Section 9, the following terms have the meanings given below:

"Campus Card" means the card issued by Customer to an individual participant in the Campus Card Program for use in purchasing goods and services under the Campus Card Program.

"Campus Card Program" means Customer's card program that is implemented using Transact technology.

"Campus Card Program Host" means a software host for the Campus Vending Program that is capable of supporting the Campus Vending Program Transaction processing in a reliable and accurate manner.

"Campus Vending Program" means the Transact-provided transaction processing services provided to Vending Providers.

"Cardholder" means an individual participant in the Campus Vending Program to whom a Customer Card has been issued by the Customer.

"Transaction" means each purchase by a Cardholder at a Vending Provider machine.

"Vending Provider" means such vending machine providers (including the Customer itself, if applicable) participating in the Campus Vending Program, as identified on the Order Form.

9.2 Transact Obligations.

- a. **Transaction Processing.** Transact agrees to provide the Campus Vending Program for the Vending Provider(s). The Campus Vending Program enables Cardholders to use their Campus Cards to purchase products from designated Vending Provider machines which are compatible with the Campus Card Program. Transactions will be logged by the Campus Card Program Host, which will be the system of record for all transactions. Transactions will be submitted to the settlement system owned and operated by Transact or its subcontractors (the "Transact Merchant Processor") for settlement automatically.
- b. **Vending Provider Reimbursement.** Transact, through its settlement system owned and operated by Transact or its subcontractors, will reimburse the Vending Provider via a mutually agreed upon, pre-determined ACH process for Transactions (the "Transaction Processing and Funds Transfer").
- c. **Funds Transfer.** The Customer will establish and maintain a separate ACH clearing account for use by Transact and Transact's subcontractors in providing the Transaction Processing and Funds Transfer (the "Customer Vending Account"). The Customer will retain ownership of the Customer Vending Account and funds in such account, and it will retain all interest income therefrom. Transact, through its subcontractor, will arrange funds for Transactions conducted at Vending Provider locations to be paid from the Customer Vending Account to the Vending Provider's account.

9.3 Customer Obligations.

- a. To enable Transact to perform the Transact Vending Services and to complete all Transaction Processing and Funds Transfers, the Customer will:

- (i) Be responsible for all hardware, software, communication and licensing costs associated with providing a Campus Card Program Host;
 - (ii) Be responsible for and will manage all Cardholder accounts;
 - (iii) Ensure all Vending Provider locations are on the Campus Card Program Host and provide Transact with the merchant ID number for all Vending Provider locations;
 - (iv) Add new Vending Provider locations to the Campus Card Program Host and generate a merchant ID number within three (3) business days of receiving such Vending Provider's merchant data from Transact; and
 - (v) Provide the Vending Provider location with access to the Campus Card Program Host through Transact's Stored Value API infrastructure to enable Vending Provider vending transactions to be authorized at all times.
- b. **Funds Availability.** The Customer will make sufficient funds available through a selected Customer bank account to cover all Transactions with Vending Providers, in order to enable Transact or its subcontractor to complete the Transaction Processing and Funds Transfer.
- c. **Merchant Dispute Resolution.** If a Cardholder disputes a Campus Vending Program transaction at a Vending Provider location, the Customer will facilitate a refund to the Cardholder. The Customer will be responsible for communicating the status of the dispute to the Cardholder and crediting any amounts resolved in favor of the Cardholder to the Cardholder's account or provide a cash refund.

9.4 **Financial Services Regulations; Compliance Modification.**

- a. Transact makes no representations or warranties of any kind, express or implied, as to whether the Campus Card Program, Campus Vending Program or Transact's activities are subject to the Electronic Fund Transfer Act or its implementing regulation (collectively, "Regulation E") or other state or federal financial services laws or regulations.
- b. If and to the extent that the Campus Card Program or Campus Vending Program is determined by a federal or state agency to be subject to and not in compliance with any federal or state regulation (including, but not limited to Regulation E), Transact and the Customer will undertake to: (a) modify the Campus Card Program or Campus Vending Program so as to make it exempt from such regulations; or (b) comply with all such regulations so as to allow the Campus Card Program or Campus Vending Program to continue to operate in compliance with such regulations. If this Section 9.4(b) applies, the Parties will work together in good faith to resolve all regulatory matters; provided, however, that any such resolution will incorporate but not be limited to sufficient additional fees payable by the Customer to Transact to cover the reasonable costs of such compliance by Transact. To the extent that the Campus Card Program or Campus Vending Program is found to be subject to and not in compliance with a federal or state regulation and the Customer or Transact is unwilling or unable to modify the Campus Card Program or Campus Vending Program or comply with the regulations within ninety (90) days or within such other timeframe, if any, as the Parties may mutually agree upon in writing, this Service may be terminated by Transact or the Customer upon thirty (30) days' notice.

9.5 Additional Provisions.

- a. **Customer Payments.** As between Transact and Customer, Customer will not be entitled to royalties or other payments in connection with the Campus Vending Program. Transact will be entitled to charge the Vending Provider transaction processing fees in connection with the applicable agreement between Transact and such Vending Provider.
- b. **Term and Termination.** The term of the Campus Vending Program will be as set forth in the applicable Order Form, provided, however, Customer may request that Transact exclude a given Vending Provider from the Campus Vending Program.

9.6 Vending Transaction Authorization Service. In circumstances where the Customer is the Vending Provider, the Customer will not be entitled to royalties or other payments in connection with this Section 9.

10. CASHNET

10.1 Cashnet Definitions. The following definitions apply only with respect to this Cashnet Section.

"Applicable Law" means any law, statute, ordinance, rule, regulation or order of any local, state, federal, or foreign governmental authority, any rules promulgated by a card network association, and the Operating Rules of the National Automated Clearing House Association.

"Bank" means the federally-chartered and insured depository institution with which Transact contracts to provide banking and payment services to Customers pursuant to the Master Agreement and this Cashnet Section.

"Transact" means Transact Campus, Inc. on behalf of itself and its affiliate company, Higher One, Inc. dba Cashnet.

"Cashnet Service" means the payment, billing, payment plan, refunding, cashiering, storefront and/or any other modules specified and selected on the Module List in the Order Form.

"License Term" means the term during which Transact will provide the Module to Customer, as specified in the Order Form.

"Module" means an individual service or module within the Cashnet Service, as specified and selected on the Module List in the Order Form, including a payment, billing, payment plan, refunding, cashiering, or storefront service.

"Module List" means the portion of the Order Form that specifies, among other things, the Modules purchased, licenses ordered, License Term, and the Module fees.

"Order Form" means the order documents representing the initial purchase of the Cashnet Service (and any subsequent purchases agreed to between the Parties in writing from time to time).

"Payor" means a person that makes payments to Customer for goods or services provided by Customer.

"Users" means Customer's employees, representatives, consultants, contractors, or agents who are authorized to use the Cashnet Service and have been supplied user identification and passwords by Customer (or by Transact at Customer's request).

10.2 Cashnet Service. The following terms govern the provision of the Cashnet Service by Transact.

- a. **Use of the Service.** Transact will make the Cashnet Service available to Customer on the terms set forth in the Master Agreement, this Cashnet Section, and the Module List in the Order Form.
- b. **Service Level Agreement.** Subject to Customer's compliance with the terms of the Master Agreement and this Cashnet Section, and in consideration of Customer's payment of the fees specified on the Module List in the Order Form, Transact will provide the Cashnet Service according to the service levels described in the following Service Level Agreements:
 - (i) **Service Level Commitment.** Transact will use its best efforts to ensure 99.9% Availability (as defined below) of the Cashnet Service. A failure by Transact to meet this commitment will entitle Customer to claim a Service Credit (as defined below). "99.9% Availability" means that the Cashnet Service will be unavailable no more than 43 minutes (> .10%) in any calendar month, as determined by Transact (excluding any period of unavailability described in the Exceptions section below). The Cashnet Service will be deemed to be unavailable when Transact's automated monitoring system is unable to access the web or database servers of the Cashnet Service ("Unavailability").
 - (ii) **Exceptions.** Transact's service level commitment does not cover any unavailability attributable to (1) Customer's use of the Cashnet Service otherwise than in accordance with the Master Agreement, the Cashnet Services Schedule, or with user guides from time to time made available to Customer; (2) any data entered into the Cashnet Service by Customer; (3) any event beyond the reasonable control of Transact, including the malfunction or unavailability of any public Internet backbone or network or of any server or other equipment outside of Transact's facility, or any failure of Customer's equipment or local access service, or (4) Scheduled Maintenance pursuant to the Scheduled Maintenance section below.
 - (iii) **Scheduled Maintenance.** "Scheduled Maintenance" means any maintenance performed during a standard maintenance window, as determined by Transact, (a) of which Customer is notified 24 hours in advance or (b) which is performed without advance notice due to urgency of the maintenance in order to maintain the security and integrity of the system. Notice of Scheduled Maintenance will be provided to Customer's nominated point of contact by a method elected by Transact (telephone, email, fax or pager). Transact's standard Scheduled Maintenance window is between the hours of 1AM and 6AM Eastern Time on Sundays. Customer will be provided 24 hours advance notice in the event a change is made to the standard Scheduled Maintenance window. The Cashnet Service will not be deemed unavailable during Scheduled Maintenance.

(iv) **Service Credit Remedy.** If Transact determines, in its reasonable judgment, that the Cashnet Service did not attain 99.9% Availability during any calendar month, Transact will credit Customer's account the pro-rated annual customer fee(s) for one day's service. Customer is entitled to a further credit, equal to the pro-rated annual customer fee(s) for one day's service, for each additional 43 minutes that the server is unavailable during any calendar month, provided that no credit will exceed the pro-rated charges for one day's service for any single day's instance of Unavailability. All service credit requests must be in writing and emailed directly to Transact's accounting department within ten (10) days from the date of the server unavailability. Credits cannot be applied to any charges other than the annual customer fee(s). Customers with multiple instances of Unavailability will not receive more than one credit for any one instance of Unavailability. Eligibility for any credits is subject to Customer's account being current and with no outstanding balances due. THIS CREDIT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SERVICE OUTAGE OR ANY FAILURE BY TRANSACT TO MEET THE SERVICE LEVEL COMMITMENT.

10.3 General Cashnet Terms. The following terms apply with respect to any Module you purchase within the Cashnet Service, as specified in an Order Form.

- a. **Exclusivity.** During the License Term, Transact will be Customer's exclusive provider of the Modules purchased by Customer. Customer agrees and covenants that it will not develop for itself, and will be prohibited from entering into an agreement with any third party vendor that develops, sells or provides, services which are substantially similar to or competitive with the Modules provided by Transact.
- b. **Confidentiality & Security.** In addition to the confidentiality and security provisions set forth in the Master Agreement, Transact will comply with the following confidentiality and security policies, the purpose of which is (1) to provide Customer with the assurances required by the Gramm-Leach-Bliley Act ("GLBA") and the Standards for Safeguarding Customer Information issued by the Federal Trade Commission (the "Safeguard Rule"); and (2) to provide Customer with assurances that Transact complies with the Payment Card Industry Data Security Standard, as developed by MasterCard International and Visa ("PCIDSS").
 - (i) **Privacy of Customer Information.** Transact will not use or disclose Customer Information except:
 - A. As contemplated by the Agreement;
 - B. As required by law;
 - C. For purposes of conducting its business functions necessary for the provision of services to Customer under the Agreement;
 - D. To assist Customer officials and law enforcement agencies investigating credit card fraud and similar activities;
 - E. As otherwise authorized by Customer in writing.
 - (ii) **Compliance with GLBA.** Transact will not use any Confidential Information in any manner prohibited by GLBA. The term "Customer Information" means Nonpublic Personal Information, as such term is defined in GLBA.

- (iii) **Disclosure to Bank.** Transact may disclose Customer Information to Bank in order for Transact and Bank to perform their obligations under the Agreement.
 - (iv) **Security of Customer Information.** So long as Customer is licensing the Cashnet Service, Transact will implement and maintain appropriate safeguards, as that term is used in § 314.4(d) of the Safeguard Rule, for all Customer Information, and will comply with the PCIDSS.
 - (v) **Termination.** After termination of the Cashnet Service, Transact will have no obligation to maintain or provide any Customer Information, and may destroy Customer Information. If Transact maintains any Customer Information, it will extend the protections of this exhibit to such information for as long as maintains it.
- c. **Customer Responsibilities.** Customer is responsible for all activities that occur under Customer's User accounts. Customer will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data, information or material provided or submitted to Transact through the Cashnet Service by Customer or by Users; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Cashnet Service, and notify Transact promptly of any such unauthorized use; and (iii) be responsible for acquiring and maintaining the software, equipment and communications services necessary to connect to the Cashnet Service and to download, print and otherwise process data delivered by the Cashnet Service.
 - d. **Compliance with Law.** In connection with the Cashnet Services, Customer will ensure that the Cashnet Service, and its use by Customer and Users, complies with Applicable Law, and obtain all licenses and permits, and make any other notifications or filings, as required by Applicable Law.
 - e. **Change by Customer.** Transact will not commit to supporting any changes to the integration package to Customer's student information system or general ledger, finance, or student enrollment system, including functional and technical upgrades, patches, and any institutional information technology infrastructure changes; provided that if Customer provides forty-five (45) days' advance notice to Transact, Transact will make commercially reasonable efforts to support such changes. Transact may assess a fee to Customer if Transact agrees to support such integration package changes.

10.4 Module Specific Terms. The following terms apply only to the extent you have purchased a Module described below, as identified on the Module List in the Order Form.

- a. **SmartPay.** The following terms apply if you have purchased the SmartPay Module.
 - (i) **Bank Settlement.** Bank provides all payment services related to the SmartPay Module, including the receipt, handling and storage of Customer funds from Payors, and the transmittal of those funds to Customer. Bank receives the Customer funds as part of the settlement process and accounts for the funds in a subaccount for Customer's benefit. If credit card transactions under Customer's merchant ID are processed through the Cashnet Service, then those card transactions will initially settle to the subaccount before the Bank completes settlement to Customer. Bank will complete settlement to Customer by disbursing to Customer on a periodic basis the funds in the Customer's

subaccount, less (i) any fees due to Transact in connection with the SmartPay Module; (ii) the amount of any chargeback, refund, payment reversal or other charge in connection with a payment transaction made to Customer through the SmartPay Module; and (iii) any other amounts owed by Customer to Transact in connection with the SmartPay Module. Transact will at no point during the settlement process or otherwise receive, hold or transmit Payor or Customer funds, and does not serve as a money transmitter.

(ii) **Third Party Beneficiary**. With respect to the Smartpay Module, Bank is a third party beneficiary to the Agreement (including this Cashnet Section), is entitled to the rights and benefits thereunder, and may enforce the provisions thereof as if it were a party thereto.

(iii) **Deposit Procedures**. In order to receive the SmartPay Module, Customer must execute the SmartPay Disbursement Instructions. Bank will disburse funds to Customer in accordance with the information that Customer provides Transact within the SmartPay Disbursement Instructions to be completed by Customer. Customer may change the SmartPay Disbursement Instructions from time to time; provided, however, SmartPay Disbursement Instructions may only be changed by prior written instructions signed by Customer and delivered to Transact with sufficient time to act on the instructions. It is the sole responsibility of Customer to notify Transact of any guidelines or deadlines that may be required by Customer's bank or any other financial institution involved in the ACH transactions. Bank will handle all ACH files in accordance with any such guidelines and meet any applicable deadlines for such ACH transactions, as instructed by Customer.

(iv) **Designation of Bank**. Bank, as such term is defined and used in this Cashnet Section, refers to the Bank designated by Transact and identified in the SmartPay Disbursement Instructions. Transact may at any time and for any reason designate a different bank to perform the payment services under this Schedule. If Transact designates a different bank to serve as the Bank, Customer will re-execute the SmartPay Disbursement Instructions and take whatever other action is reasonably necessary to allow the new bank to perform the payment services.

(v) **Merchant Participation Agreement**. If Customer elects to accept credit card payments through the SmartPay Module, Customer must execute the Merchant Participation Agreement, to be provided by Transact, before Customer begins accepting such payments.

b. **Payment Plan**. The following terms apply if you have purchased the full service payment plan Module.

(i) **Payment Plan Module**. The full service payment plan Module is a technology platform that allows Customer to accept tuition and other payments from Payors in installments over time. Transact will deliver Customer's Truth-in-Lending disclosure statement and other applicable state legal or regulatory disclosures, as provided by Customer, on Customer's behalf, and will provide other administrative services in connection with the full service payment plan Module.

(ii) **Payment Plan Marketing**. Customer and Transact will cooperate in the marketing of the full service payment plan Module to Payors. Materials to be used for

marketing of the full service payment plan ("Marketing Materials") may include email campaigns, posters, pamphlets, web banners and other forms of marketing relating to the full service payment plan that Transact has designed and customized, as applicable, for Customer. Transact, in its discretion, also may provide Customer with a suggested marketing campaign ("Campaign") setting forth the types and timing of marketing efforts that Transact reasonably believes should be used to market the full service payment plan to Payors based on its experience. The Campaign will be subject to Customer's approval which will not be unreasonably withheld, however, Customer will not be required to approve any Campaign that Customer reasonably believes is offensive or contrary to applicable law or regulation. Customer agrees to cooperate with Transact in implementing the suggested Campaign and understands and acknowledges that the pricing provided for the full service payment plan Module is contingent on Customer's reasonable cooperation in, and approval of, the Campaign. Customer will not use any Marketing Materials, nor make any representations or warranties, regarding the full service payment plan Module except for those provided, or approved in writing, by Transact. Customer agrees to provide and/or update Transact with those data elements required to send email messages to students regarding the full service payment plan Module prior to any email marketing campaign launch, to be used for the limited purposes of contacting students regarding the Campaign and otherwise administering the full service payment plan Module. Customer agrees that Transact is a "school contractor" with legitimate educational interests under the Family Educational Rights and Privacy Act. Notwithstanding the foregoing, Customer agrees that, so long as Transact complies with all applicable laws and regulations, Transact may market the full service payment plan Module offered by Transact to Payors. Transact will ensure that the marketing will be done in a manner so as to not interfere with the functioning of the full service payment plan Module.

- (iii) **Payor Fees.** Fees for the full service payment plan Module will be assessed per enrollment and are charged directly to Payors. In addition to the enrollment fee, Payors may be assessed late fees and NSF fees. Any Payor payment to Customer by credit card or ACH will be processed through SmartPay, and the terms set forth in Section 10.4(a) of this Cashnet Section will also apply. Customer authorizes Bank to deduct from Customer's subaccount and remit to Transact an administrative service charge equal to the amount of fees Customer collected from Payors in connection with the full service payment plan Module on a periodic basis. If Payor is due a refund of the enrollment fee or any other fee related to the full service payment plan Module for any reason, Customer will pay any such amounts to Payor, and Transact will retain the fees previously received.
- (iv) **Termination of Payment Plan Module.** Unless Customer terminates the Master Agreement by right, as set forth in the Master Agreement, if the Customer terminates the Master Agreement or the full service payment plan Module, Customer will pay Transact the annual enrollment fee volume for the twelve (12) month period preceding termination of the Master Agreement or the full service payment plan Module.

- (v) **Role of Transact.** As it relates to the full service payment plan Module, Transact is not a lender, retail seller, or debt collector. Transact is merely a software and administrative services provider to Customer with respect to full service payment plans and Transact neither assumes nor is responsible for any credit risk borne by Customer in providing such software and services to Customer. Any contracts or disclosures provided by Transact to Customer for use in offering the full service payment plan Module to Payors are merely templates, and Customer retains the responsibility for conforming such contracts to applicable law.

10.5 Suspension of Service. If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Transact reserves the right to suspend the Cashnet Service provided to Customer, without liability to Customer, until such amounts are paid in full.

10.6 Term & Termination.

- a. **Term of Cashnet Service.** The Cashnet Service commences on the effective date specified in an Order Form in which Customer purchases the Cashnet Service and continues until all Customer licenses granted in accordance with this Cashnet Section have expired or been terminated pursuant to the terms of the Agreement.
- b. **Term of Use.** Customer agrees that the License Term for each respective Module listed on the Module List in the Order Form or in any additional Order Form(s) or Module List(s), will commence on the effective date set forth in the Order Form. The Cashnet Service and Customer licenses will continue for the License Term specified in the relevant Module List. The Cashnet Service and Customer licenses will automatically renew for additional periods of one (1) year at the published price in effect at the time of renewal unless either party gives the other notice of termination of the Cashnet Service at least 30 days prior to the end of the License Term or relevant renewal term (as the case may be).
- c. **Termination of Individual Modules.** A Customer may terminate a Module without terminating the Cashnet Service, pursuant to the procedure specified in Section 10.6(b) above or the Master Agreement, as applicable.
- d. **Outstanding Fees.** Termination of the Master Agreement or any Module under this Cashnet Section pursuant to the provisions set forth in the Master Agreement or this Cashnet Section will not relieve Customer of its obligation to pay Transact for fees accrued or payable to Transact prior to the effective date of termination and for any chargebacks, refunds, payment reversals or other charges applicable with respect to a payment transaction that was completed through a Module prior to termination.

11. SECURITY SOLUTIONS (INCLUDING SECURITY MANAGEMENT SYSTEM)

11.1 Installation. If you purchase any access control, video surveillance, or monitoring hardware ("Security Hardware"), you agree that we are simply a provider of the Security Hardware. We do not directly install the Security Hardware, but you may request that we retain a third-party to provide such installation services. The fee for the installation services will be set forth in the appropriate SOW, quote, or order form. We are not responsible for any actions or omissions of any contractor, subcontractor, or installer related to the installation of the Security Equipment, regardless of whether the contractor, subcontractor, or installer is hired by us or you. If you require us to contract with a specific general contractor or installer with respect to the installation of the Security Hardware, you agree to indemnify us for any claim, suit or proceeding brought

against us by the general contractor or installer or any other third party in connection with that agreement, except where such claim, suit, or proceeding arises out of our direct conduct or omission.

- 11.2 Limitation of Liability.** Transact is not a security company or an insurer, nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. All recommended or necessary insurance, if any, will be obtained by Customer. The amounts payable by Customer are not sufficient to warrant Transact's assuming any risk of consequential, collateral, incidental or other damages to Customer due to any access control, video surveillance, or monitoring Software, Equipment, including Security Hardware, or SaaS Services (collectively, "Security Solution"), its installation, or the use thereof, or any deficiency, defect or inadequacy of the Security Solution or due to Transact's negligence or failure to perform, except as specifically provided for in this Agreement. Customer agrees that Transact will not be liable for loss or damage due directly or indirectly to any occurrences or consequences therefrom which the Security Solution is designed to detect or avert. IN NO EVENT WILL WE BE RESPONSIBLE FOR FAILURE OR OUR SECURITY SOLUTIONS, OR ACTIONS OR LACK OF ACTION TAKEN TO PRESERVE LIFE OR PROPERTY, OR TO PREVENT HARM TO PROPERTY OR INJURY TO ANY PERSON. You agree that your primary recourse in the event of any actual or potential threat to person or property should be to contact 911 or equivalent fire, police, emergency medical, and public health personnel ("First Responder Services") and that the Security Solution is not intended to replace First Responder Services.
- 11.3 Statement of Work.** Customer agrees to comply with the terms and conditions of the Statement of Work related to the Security Solutions.
- 11.4 Reseller.** Where we serve as a reseller of Security Hardware, you agree to comply with the terms and conditions set forth by the original manufacturer of such Security Hardware, which shall be provided to you by us.

12. MOBILE CREDENTIAL SERVICE

- 12.1 Mobile Credential Service Definitions.** The following definitions apply only with respect to this Mobile Credential Service Section.

"**Access Transaction**" means a transaction to gain access to a physical space or utilize a service controlled or provided by an entity that controls (i) access to physical spaces in the United State or such other location agreed to by Transact and Apple, such as facilities on Customer's campus and/or (i) facilitates payment for designated goods and services from stored value payment credentials.

"**Account**" means an account under which a User may initiate a Payment Transaction or Access Transaction pursuant to a User Agreement.

"**Apple**" means Apple Inc.

"**Apple Pay Technology**" means the technology owned, conceived, reduced to practice, authored, or otherwise created or developed by Apple that enables Users to make payments and access other related services, including accessing a physical space, using Apple products.

"**Apple Provisioning Data**" means data supplied by Apple to Transact for the purpose of facilitating a provision path decision process.

"**Transact Provisioning Data**" means any data supplied by Transact to Apple for the purpose of facilitating a Customer's provisions path decision process.

"Credential" means a Customer-issued identification.

"Customer Data" means information related specifically to any Account, Credential or User that is obtained, generated or created by or on behalf of Customer in connection with Account establishment, processing, and maintenance activities, customer service, and transaction data.

"Governmental Authority" means any domestic or foreign, federal, state, provincial, municipal or local government, any political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, regardless of form, including any agency, bureau, court, tribunal, or other instrumentality.

"Guidelines" means the "Guidelines for Contactless Campus ID Cards in Wallet" which will be provided to Customer by Transact.

"Information Security Breach" means any person or entity has breached security measures relating to the Apple Pay Technology, or gained unauthorized access to any Customer Data or Apple Provisioning Data.

"iOS Provisioned Credential" means a Credential that has been provisioned to an iOS-based device.

"Payment Transaction" a monetary transaction funded by a stored value balance in a User Account or a meal plan transaction.

"User" means an individual or legal entity that has entered into, with Customer, a User Agreement and an agreement establishing a User Account.

"User Account" means an account that (a) is personalized with personally identifiable information, including name, campus identification number and e-mail address, (b) specifies access rights and authorizes/declines attempts to conduct Access Transactions, (c) manages stored value balances and authorizes/declines attempts to conduct Payment Transactions, (d) records transaction history.

"User Agreement" means an agreement between a User and a Customer that governs the use of a Customer-issued identification credential.

12.2 Mobile Credential Service. The Mobile Credential Service allows a User to securely provision a Customer-issued identification to an iOS-or Android-based device, allowing the User to use a smartphone in a contactless manner in place of a physical identification card for on- and around-campus transactions, as well as gain access to specified buildings, rooms, facilities, or other physical spaces.

12.3 Fees. Customer agrees to pay Transact an annual fee per mobile credential that is provisioned by a User ("Annual Per Credential Fee"). Transact will provide Customer with an invoice monthly, quarterly, or annually, as determined by Transact in its sole discretion, which sets forth the total amount of Annual Per Credential Fees due for such time period. Customer acknowledges that the total amount of Annual Per Credential Fees due for such time period may exceed the total set forth in the Order Form based on actual usage of the Mobile Credential Service.

- 12.4 Customer Obligations.** To enable Transact to provide the Mobile Credential Service, Customer will:
- a. Support the minimum technical requirements for the Mobile Credential Service as provided by Transact to Customer.
 - b. Maintain an active subscription to Transact's Web Deposits Service.
 - c. Maintain a registered International Organization for Standardization (ISO) number with the American National Standards Institute (ANSI) associated with mobile credentials provided by Customer.
 - d. Provide to Transact on a monthly basis, or as otherwise requested by Transact, the data identified in Exhibit A to this Schedule in a format that is acceptable to Transact.
- 12.5 iOS-Based Devices.** Transact's provision of the Mobile Credential Service for iOS-based devices is contingent on the approval and authorization by Apple to provide such service for iOS-based devices. If Apple (1) does not provide the necessary approval and/or authorization for Transact to provide the Mobile Credential Service for iOS-based devices; or (2) withdraws its approval and/or authorization for Transact to provide the Mobile Credential Service for iOS-based devices at any time after it is granted, Transact will not be required to provide the Mobile Credential Service for iOS-based devices and will not be liable to Customer for any damages, losses, claims, or expenses arising from such suspension of the Mobile Credential Service for iOS-based devices. Further, for so long as Customer allows Users to provision a Customer-issued identification to an iOS-based device, Customer agrees to the following conditions.
- a. Customer will comply with the terms and conditions set forth in the Guidelines.
 - b. Absent prior written notice to Transact, Customer will not implement changes to its systems, procedures, processes or functionality, which, as the case may be, may reasonably be expected to result in changes to or otherwise impact: (i) the Apply Pay Technology; (ii) the manner in which Credentials are provisioned on the Apple Pay Technology, or (iii) the manner in which Credentials provisioned to an iOS-based device function or are processed on the Apple Pay Technology (these changes to systems, procedures, processes or functionality will be referred as to "System Changes"). In addition, and not by way of limitation, Customer will notify Transact not less than ninety (90) days prior to any System Changes that Transact reasonably believes will disable core functionality of the Apple Pay Technology or introduce material additional security exposure to Apple, merchants and consumers and provide support to Transact to work in good faith with Apple to address any bona fide concerns of Apple with regard to such proposed change. If Apple objects to any System Changes, the System Changes will not go forward until the objection is resolved.
 - c. Customer will authorize Transact to provide Apple with the identifiers for credentials assigned to any Credentials issued by Customer.
 - d. Customer will ensure that all Users will be offered the ability to receive an iOS Provisioned Credential so that such device may be used to initiate a Payment Transaction or an Access Transaction.

- e. Customer will ensure that an Apple approved decal or equivalent messaging is present on all readers making clear that an iOS Provisioned Credential can be used to transact for payment or access. All branding will be in line with Apple guidelines.
- f. Customer will ensure that Apple Pay is an accepted payment method for any payment terminals that accept credit or debit cards, for any e-commerce channels, including mobile order ahead, made available, or supported, by Customer, and for tuition payment if credit and/or debit cards are accepted.
- g. Customer will feature Apple Pay as part of its new student orientation process.
- h. Customer will not assert any claim for infringement, misappropriation or violation of any patent rights or other intellectual property rights with respect to the Apple Pay software (including the operation of the Apple Pay software and the making, issuing, processing, and acquisition of transactions for credit Credentials, debit Credentials and prepaid Credentials on the Apple Pay software) against any person or legal entity participating in the Apple Pay software.
- i. Except for general informational statements about the use of Credentials on any software, other than the Apple Pay Technology, that enables the use of a card or other access credential for the purposes of accessing a physical location or conducting a payment transaction on personal electronic devices ("Competing Platforms"), in no event will Customer promote or advertise the launch of the Mobile Credential Service for iOS-based devices with a Competing Platform without Apple's prior written consent. Customer will notify Transact if it intends to market, advertise, or otherwise promote a Competing Platform within the time period of thirty (30) days before and thirty (30) days after the date the Mobile Credential Service for iOS-based devices is first made publicly available on a general basis for commercial use.
- j. Customer will promptly notify Transact if it is notified by any Governmental Authority, or otherwise reasonably believes, upon advice of counsel, that it is not complying with any Law applicable to Customer due to the processes used by Apple, Transact or Customer, for use and provisioning of Credentials using the Apple Pay Technology.
- k. Customer will promptly notify Transact if it discovers an Information Security Breach or if it receives a written supervisory communication, written guidance or written direction from a Governmental Authority that requires a modification to or suspension of the provision of Credentials on iOS-based devices. Upon any discovery of an Information Security Breach for which Customer is responsible, the Customer will, at its cost, (i) appropriately investigate, remediate, and mitigate the effects of the Information Security Breach and (ii) provide Transact and Apple with assurances reasonably satisfactory to such party that appropriate measures have been taken to prevent such Information Security Breach from recurring. Additionally, if and to the extent any Information Security Breach or other unauthorized access, acquisition or disclosure of User personally identifiable information, Apple Provisioning Data, or Transact Provisioning Data occurs and if Transact or Apple reasonably determines that notices or other remedial measures (including notice, credit monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) are warranted, Customer will, at its cost and expense, upon Transact's or Apple's reasonable request, undertake such notices and remedial actions. Except as required by Law, Customer will not make any public announcement in respect of an

Information Security Breach for which Apple or Transact is responsible unless and until it has consulted with and has obtained the approval of the responsible party.

- l. Customer will offer loyalty rewards, points, discounts and cash back benefits in connection with the use of iOS Provisioned Credentials on parity with the incentives offered on physical Credentials issued by Customer.
- m. Any fraud directly related to a mobile credential must be reported to Transact promptly following discovery. If corrective action is not taken by Customer in a timely manner, Apple may suspend the provision of Credentials on iOS-based devices and neither Apple nor Transact will be liable to Customer for any damages, losses, claims, or expenses arising from such suspension.
- n. Customer will be responsible to Transact for any amount paid by Transact or its affiliates, service providers, contractors, subcontractors, or merchants for any unauthorized Payment Transaction or Access Transaction, unless any such unauthorized Payment Transaction or Access Transaction occurred due to Transact's or its affiliates', service providers', contractors', subcontractors', or merchants' willful misconduct or grossly negligent acts or omissions.
- o. If required by Transact, Customer will support Users with provisioning Credentials, the use of iOS Provisioned Credentials, and any activities of Transact in connection with such Credentials.
- p. As deemed necessary by Apple, Customer will supply, via Transact, a minimum of 50 Credentials for testing purposes.
- q. Non-Discrimination:
 - (i) Customer will not, process or decline Payment Transactions or transactions to access a physical space, the monetary amount of any adjustment to a payment transactions or transactions to access a physical space, or activate, suspend or cancel Credentials or Accounts, in a manner that discriminates against Payment Transactions or Access Transactions, Credentials or Accounts on the basis of the provision of Credentials on iOS-based devices.
 - (ii) Customer will provide customer service for the provisioning of Credentials, the use of iOS Provisioned Credentials, and the activities of Customer in connection with Credentials, on parity with the level of customer service that Customer and Transact provides for Competing Platforms as well as comparable inquiries on transactions conducted with physical Credentials.
 - (iii) Customer will offer any loyalty rewards, points, discounts and cash back benefits in connection with the use of iOS Provisioned Credentials on parity with the incentives offered on (i) physical Credentials issued by Customer or (ii) digital credentials Customer offers for Competing Platforms.
- r. For provisioning of Credentials, Customer will:
 - (i) Implement clear and User-friendly provisioning methods for Users in accordance with the reasonable instructions provided by Apple.
 - (ii) Ensure that all Credentials offered by Customer are capable of being provisioned into an iOS-based device;

- (iii) Include terms and conditions relevant to the provision of Credentials on iOS-based devices in Customer's terms and conditions in the manner set out in the Apple Pay Technology implementation and operation guidelines provided from time to time by Apple;
- (iv) Ensure that nothing contemplated under this Section will result in a breach by a User of a User Agreement, including amending its User Agreements if required to ensure there is no such breach;
- s. Customer will support Users pursuant to the following:
 - (i) Support Users with provisioning Credentials, the use of iOS Provisioned Credentials and any activities of Transact in connection with such Credentials ("Card-Related Inquiries").
 - (ii) Maintain a reasonably adequate number of appropriately trained staff to service Card-Related Inquiries.
 - (iii) Ensure that the level of customer service (both in quality and the types of transactions that can be supported) provided by Customer for iOS Provisioned Credentials is the same as Customer provides for credentials on Competing Platforms and for physical Credentials.
- t. Marketing and Branding
 - (i) Customer will permit Apple to issue a press release announcing the provisioning of Credentials on iOS-based devices at Customer's campus.
 - (ii) Except as reasonably required by Law, Customer will not disclose any metrics regarding Apple Pay Technology or the provisioning of Credentials on iOS-based devices without Apple's prior written consent.
 - (iii) Customer may use trademarks, service marks, trade dress, logos, taglines, slogans, product names, any other similar intellectual property, registered or unregistered, directly or indirectly owned by or licensed to Apple and its affiliates anywhere in the world ("Apple Marks") on a royalty-free basis, solely for the purposes of announcing and promoting the provisioning of Credentials on iOS-based devices at Customer's campus subject in all cases to Apple's prior review and written consent. All such use of the Apple Marks by Customer will be in accordance with the guidelines set out at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html> plus any additional marketing and use guidelines provided by Apple in writing. If Customer wishes to use the Apple Marks in any paid advertising, Customer must first obtain Apple's written consent (including by email) for such advertising.
 - (iv) Customer will provide Apple with relevant trademark(s) and/or logo(s) (the "Customer Marks"). Customer will grant Apple and its affiliates (and their agents and contractors acting on their behalf), during the term of this Agreement, a non-exclusive, non-transferable, worldwide, royalty-free, license to use, reproduce, and display Customer Marks as follows:
 - A. in connection with the use and display of the Apple Pay Technology in Apple products, including the right to embed and display Customer Marks within such Apple products;

- B. in the marketing, advertising and promotion of the availability of the Apple Pay Technology in Apple products in any medium, including the right to use screen shots and images of Customer Marks as they may be used in the Apple Pay Technology, including but not limited to use in instructional materials, training materials, marketing materials, and standard advertising in any medium; and
 - C. in a publicly disclosed list of all campuses that allow the provisioning of institution-issued identification on iOS-based devices.
- (v) Any use of a Customer's Marks will be at Apple's discretion (i.e., Apple will have no obligation to display or use any Customer Marks, commercial designations or slogans on any Apple products or services or Apple marketing materials for such products and services).
- u. Confidentiality; Data Protection
 - (i) Customer agrees to provide Apple the data identified in Exhibit A to this Schedule.
 - (ii) Customer expressly agrees to provide User personally identifiable information, including detailed transaction data, directly to Apple products that have been enabled to store and/or transmit iOS Provisioned Credentials in accordance with the Apple Pay Technology implementation and operation guidelines provided from time to time by Apple and according to the User's preferences to the extent such provision is allowed under applicable Law.
 - (iii) Customer permits Apple to use Customer Data for purposes of (1) performing its obligations and exercising its rights under its agreement with Transact, and (2) improving the Apple Pay Technology and other Apple products or technology used internally by Apple in connection with Apple products.
- v. Customer will be responsible for the management of the relationship with Users, including being responsible for:
 - (i) The decision to approve or deny provisioning of Credentials to an Enabled Device.
 - (ii) The right to decline the use of an iOS Provisioned Credential to make Payment Transactions or Access Transactions (where technically possible to do so).
 - (iii) The on-going management and operation of an Account, including any Account associated with an iOS Provisioned Credential, including whether any Account, including any Account associated with an iOS Provisioned Credential, should be suspended or deactivated at any time.
 - (iv) Providing all payment and access services to Users in connection with iOS Provisioned Credentials.
- w. Transact will notify Customer if Customer is in breach of any of the foregoing requirements. Customer will use good faith efforts to cure such breach within 15 days (except in the case of an Information Security Breach, in which the Customer will use good faith efforts to immediately cure the Information Security Breach). If, after the 15 day cure period, Customer has not cured the breach, then Transact will not be required to provide the Mobile Credential Service for iOS-based devices. Customer also acknowledges and agrees that any violation of the requirements set forth in this

Section 11.5 will be grounds for Apple to prohibit the provisioning of Credentials to iOS-based devices.

- 12.6 Confidentiality.** In addition to the terms and conditions set forth the Master Agreement concerning the protection of confidential information, with respect to the Mobile Credential Service for iOS-based devices, the following terms will also apply: (a) the term "Confidential Information" will also include the Guidelines and any other information, communications, documents, or data concerning the Apple Pay Technology; and (b) Customer will not disclose Confidential Information except to its employees who are bound to a written agreement that prohibits unauthorized disclosure or use of Confidential Information.
- 12.7 Warranty and Indemnification.** Customer represents and warrants that: (i) it will comply with all applicable Laws and contracts in use of the Mobile Credential Service; (ii) it will not permit any third party except an User to use the Mobile Credential Service; and (iii) it will not use the Mobile Credential Service in combination with products or services not provided by Transact or permitted by this Schedule or in a manner for which the Service was not designed, which would cause the Mobile Credential Service to infringe on a third party intellectual property right. In addition to the other indemnification obligations set forth in this Agreement, Customer agrees to defend, indemnify and hold harmless Transact against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from Customer's breach of this Section 11.7 or Sections 11.5 and 11.6 above.

Exhibit A

The following data will be provided by Customer.

Number of Provisioned Credentials by Account Type

Spending Volume and Transaction Count by Account Type

- Transaction Count of Access Transactions
- Spending Volume and Transaction Count of Payment Transactions
- Share of Apple transactions vs. Competing Platforms

Total Number of “Live” Credentials

- “Live” Credentials are defined as Credentials that have been provisioned and are “live” on a device but do not necessarily have to have any transaction (or be an Active Credential)

Monthly Active Credentials

- Monthly Active Credentials are defined as Credentials that have been provisioned and have at least 1 transaction in the last month.
- Transactions to include Access Transactions and Payment Transactions.
- Report should also break down the number of accounts active by Access Transactions only, Payment Transactions only, and Active Credentials that have both Access and Payment Transactions.

Frequency Metrics by Account Type

- Frequency of usage for access transactions
- Frequency of usage for Payment Transactions

Fraud Metrics by Account Type

- Spending Volume and Transaction Count fraudulent of Transactions
- Count of provisioned accounts experiencing fraudulent transactions

Reload

- Spending Volume and Transaction Count of Reloads by Apple Pay and other methods

Campus Apple Pay Usage

- Spending volume and transaction count of Apple Pay transactions on Campus

Report	Field
Transact Trend Metrics	Payment Transactions by Account Type
	Payment Transaction Spend by Account Type
	Access Transactions by Transaction Type by Account Type
	Payment Transactions by Transaction Type by Account Type
	Monthly Active Credentials by Account Type
	Total “Live” Credentials by Account Type
	Total Provisioned Credentials by Account Type
	<i>Active Credentials are those used at least once in the reporting month</i>
Reload Metrics	Total number of reload transactions by Account Type by Reload Method
	Total volume of reload transactions by Account Type by Reload Method
	Total number of “Live” Credentials reloaded in Month by Account Type by Reload Method
Payment Usage Frequency Metrics	Total number of “Live” accounts transacting (never)
	Total number of “Live” accounts transacting (1,2,3,4,5....)
Access Usage Frequency Metrics	Total number of “Live” accounts transacting (never)
	Total number of “Live” accounts transacting (1,2,3,4,5....)
Monthly Purchase Fraud Metrics	Total Number of Fraudulent POS Transactions by Account Type
	Total Volume of Fraudulent POS Spend by Account Type
	Total Fraudulent Provisioned Accounts by Card Type detected in the reporting month
	Total Fraudulent Provisioned Accounts by Card Type detected to date
Purchase Decline Metrics	Total Number of POS Transactions by Account Type by Transaction Size Bucket
	Total Number of Declined POS Transactions by Account Type by Transaction Size Bucket
	Percentage of POS Transactions that are declined by Transaction Size Bucket (Physical Card)
Apple Pay (Payment – Credit/Debit) Metrics	Top 100 Campus Merchants/Categories accepting Apple Pay, Transactions, and Spend Amount by Account Type ranked by number of Transactions

All reports to be delivered monthly, as indicated in the table above, will be delivered on the 10th of each month, in conjunction with any fee reports due. If reports cannot be delivered on time, the parties will discuss and decide on a new deadline.