

BLACKBOARD TRANSACT SCHEDULE

THIS BLACKBOARD TRANSACT SCHEDULE (“SCHEDULE”) IS A “SCHEDULE” PURSUANT TO THE MASTER TERMS (THE “AGREEMENT”) BETWEEN CUSTOMER AND BLACKBOARD (AS DEFINED IN THE ORDER FORM) AND DESCRIBES THE GENERAL TERMS BY WHICH CUSTOMER MAY LICENSE BLACKBOARD TRANSACT SERVICES AS IDENTIFIED IN THE ORDER FORM. CAPITALIZED TERMS USED IN THIS SCHEDULE THAT ARE NOT OTHERWISE DEFINED IN THIS SCHEDULE SHALL HAVE THE MEANING SET FORTH ELSEWHERE IN THE AGREEMENT.

1. ORDERING AND DELIVERY OF EQUIPMENT AND CARDS

Customer may order Equipment and Cards with respect to which Blackboard has otherwise provided a price quote by submitting to Blackboard either a written purchase order or an authorized Blackboard 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. Blackboard agrees to sell to Customer the Equipment and Cards set forth and requested in any purchase order accepted in writing by Blackboard, provided that no purchase order will be binding upon Blackboard until Blackboard accepts such purchase order in writing, and further provided that Blackboard 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 shall constitute acceptance of the entire purchase order.

1.1 Cancellation. Customer may not cancel a purchase order executed concurrently with the execution of this Agreement. However, Customer may cancel any subsequent purchase order by providing written notice to Blackboard not less than thirty (30) days prior to the relevant requested shipment date; provided that Customer first pays Blackboard a cancellation charge equaling fifteen percent (15%) of the total price of the affected purchase order.

1.2 Configuration. Blackboard shall configure the Application Software and Reader Client Software purchased by Customer through Blackboard with the specifications as identified on the Configuration Workbook, including installation of the applicable Software and related components on the Equipment prior to shipment. The configuration shall be subject to written approval by Blackboard.

1.3 Shipment and Delivery Terms. Upon acceptance of any purchase order, Blackboard will establish a shipping date for the relevant Equipment and Cards as close as practicable to Customer’s requested date, subject to Blackboard’s reasonable discretion. Notwithstanding the foregoing, if Blackboard is to configure the Equipment pursuant to Section 1.3, Blackboard shall endeavor to ship the Equipment and Cards within seven (7) business days of Blackboard’s receipt of the Equipment and Cards. Blackboard shall not be liable for any damage or penalty arising from delay in delivery or from failure to give notice of any delay. Blackboard 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 so shipped. The Equipment and Cards are deemed made available to the Customer on the date Blackboard ships the Equipment to Customer. All shipments shall be made FOB Point of Shipment.

1.4 Changes in Fees. Blackboard reserves the right to amend its Equipment price lists at any time in its discretion, provided that any increase in such prices shall not affect the amounts payable under any purchase orders accepted by Blackboard 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, shall be priced as if the increase were in effect. Any decrease in applicable prices shall be effective immediately upon publication by Blackboard and shall be applicable to all outstanding purchase orders accepted by Blackboard.

1.5 Passing of Title. Title to Equipment shall pass to Customer and, the Equipment shall be deemed sold and payment will be owed thereon upon delivery to a common carrier for shipment of Equipment.

1.6 Termination of Right of Possession. Customer’s right to possession of Equipment owned by Blackboard shall terminate immediately if: (i) it 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) it pledges or in any way charges by way of security for any indebtedness any Equipment which is the property of Blackboard; or (iii) payment of the applicable fees is not submitted by Customer pursuant to Section 2.1 above.

1.7 License to Enter. Customer grants Blackboard, 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.

1.8 Passing of Risk. Risk of loss or damage to any Equipment shall pass to Customer upon shipment of the Equipment.

1.9 Assignment of Warranty. Blackboard agrees that it will make reasonable efforts to assign to Customer any manufacturer’s warranty applicable to the Equipment.

2. BLACKBOARD WEB DEPOSIT AND WEB STOREFRONT SERVICE

2.1 Service. If Customer is purchasing the Blackboard Web Deposit, Web Storefront Service or Video Surveillance pursuant to an Order Form, or in the event that Customer licenses Blackboard Video Surveillance Software, and in consideration for the Service Fee (as set forth in the Order Form), Blackboard shall provide the Customer with the Service. The Customer will only use the Service to allow individuals to make deposits via an online web portal (“Web Portal”) to Cardholders (as defined below), and to perform associated functions specified in the Service’s Documentation. The Customer will be responsible for notifying Cardholders of the procedures and information necessary to make and receive such deposits (“Cardholder Data”).

2.2 Web Portal. Blackboard grants for the period of the Term (as defined below) to Customer a limited non-exclusive, worldwide, royalty-free license to place a digital image of the Blackboard Logo, which will be presented to Customer (the “Image”), on an appropriate page of the Customer’s Internet site, with a hyperlink to Blackboard’s (or a third party acting on its behalf) Web Portal site designated by Blackboard (the “Link”). Such Link may be changed by Blackboard 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 Blackboard. The Link may not be used in any manner to provide a user with access to the Web Portal via any framing, layering, screen scraping or other techniques now known or hereafter developed that permit display of the Web Portal with any materials posted by Customer or any party other than Blackboard. Customer may not allow the Image to be linked to any other website.

2.3 Expansion of Licensed Use. The Service is priced annually based upon Blackboard User Bands. Blackboard User Bands are comprised of the number of Cardholders. A Cardholder (a “Cardholder”) will be 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 Blackboard Transact™, within the forward licensing period of twelve (12) months. A Cardholder 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.

Prior to a Renewal Term, Blackboard may conduct an audit in accordance with the Master Terms, to determine the number of Cardholders (as defined above) in the current licensing period. Blackboard shall utilize the 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 the forward licensing period of twelve (12) months.

For the Service on this Schedule, Customer's license for the Service on this Schedule may be expanded in increments as indicated below:

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

Additional bands of twenty-five thousand (25,000) Cardholders will be priced separately.

Blackboard's assessment of additional license fees will be in accordance with Blackboard's then-current pricing. In the event of growth related to a Customer merger or acquisition, Blackboard's assessment of additional license fees will be in accordance with Blackboards then-current pricing.

3. BLACKBOARD ELECTRONIC DISBURSEMENT SERVICES SCHEDULE

If Customer purchases Blackboard Electronic Disbursement Schedule, then Exhibit A shall be attached hereto and incorporated herein.

4. FINANCIAL MATTERS

This Section shall only be applicable in the event that Customer uses the functionality incorporated into the Software or accessed via the Software through Blackboard 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,

4.1 Card Processor. Blackboard provides connectivity with such payment processors ("Processors"), at the levels designated, as set forth in the Documentation for the purpose of authorization and settlement of transactions via the Blackboard Payment Gateway. Customer shall establish a merchant account with a financial institution that processes credit card or ACH transactions with one of the Processors that Blackboard has established relationships with prior to deployment of such functionality in the Software. Modifications required 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 Blackboard. 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 Blackboard 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. In the event Customer fails to comply and continues such failure for thirty (30) days after notice from Blackboard, Blackboard may suspend connectivity under this Section 7 without any further liability or obligation to Customer, until such time as Customer provides documented evidence of full compliance. Notwithstanding the foregoing, Blackboard 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 Section 7, Blackboard may be obligated by its Processors to pay fines and audit costs for security breaches that appear to arise from Customer and/or Blackboard's systems. In the event that Blackboard is fined or audited due to an alleged security breach of systems within Customer's control, Customer shall (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 Blackboard 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 above in this Section 7.2 shall mean that Blackboard may, in its sole discretion, refuse to provide Customer with connectivity to any Processors in connection with the Software.

4.3 Financial Privacy. Blackboard hereby agrees that it shall 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, Blackboard agrees that it is prohibited from disclosing or using any nonpublic personal information (as defined in the GLB Requirements) disclosed to it by Customer, except solely to carry out the purposes for which it was disclosed, including use under an exception contained in Section 313.14 or 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 Blackboard Payment Gateway provides Customer with the ability to perform certain management and oversight functions to their electronic payment transactions. This includes the ability to accept or reject electronic transactions captured and originating from the Software and processed by the Blackboard Payment Gateway and using the Risk Management feature. Blackboard 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 should periodically review batch settlement activity to ensure all transactions are settled with the Customer's bank successfully. Blackboard 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. Customer will indemnify, defend and hold harmless Blackboard, 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 Blackboard's Payment Gateway, or (iii) claims by credit card holders that their credit cards were charged by Customer without authorization.

4.7 PCI Compliance. Blackboard agrees that it (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, Blackboard will supply to Customer the current status of its PCI DSS compliance status, and evidence of its most recent validation of compliance upon execution of this addendum.

5. SUPPORT AND MAINTENANCE

Support and Maintenance for Blackboard Transact Software will be provided in accordance with Exhibit B, which is attached hereto and incorporated herein. To the extent purchased by Customer on an Order Form, Support and Maintenance for the equipment shall be provided in accordance with Exhibit C, which his attached hereto and incorporated herein.

EXHIBIT A: BLACKBOARD ELECTRONIC DISBURSEMENT SERVICES SCHEDULE

(Exhibit A is only applicable in the event that Customer purchases Blackboard Electronic Disbursement Services)

1. ADDITIONAL DEFINITIONS

- 1.1 **“Applicable Law”** means any federal, state or local law (including common law), statute, rule and regulation including any judicial and administrative decisions and interpretations thereof, that have been enacted, adopted, implemented, promulgated, ordered, issued, entered, or deemed applicable by or under the authority of any governmental body having jurisdiction over either Party, Bank, the Program Solutions or the Bank Services or any other program or service provided or contemplated hereunder, including those pertaining to Title IV of the Higher Education Act of 1965 (the **“Title IV”**), Regulations E, the Bank Secrecy Act, as amended by the Patriot Act, the Office of Foreign Asset Control, the Federal Deposit Insurance Corporation (**“FDIC”**), state unclaimed property laws, privacy the NACHA rules, and the Network rules.
- 1.2 **“Bank”** means the federally- insured depository institution that holds a Corporate Funding Account (**“CFA”**), which is a sub-account, residing within a Bank-owned pooled custodial account established for the benefit of various entities into which institutional funds for the benefit of Customer and Cardholder may be transferred, via wire transfer or ACH and from which funds can be immediately disbursed at the Customer’s direction and transferred to the account of a Cardholder.
- 1.3 **“Blackboard Card”** means any closed loop (including but not limited to magnetic stripe or contactless) stored value card currently offered by Blackboard, which works with the Blackboard Transact™ platform, including the closed loop accounts established with respect to each such Blackboard Card.
- 1.4 **“Cardholder”** means a Participating Student that holds either (i) a Companion Card; or (ii) an Integrated Card.
- 1.5 **“Companion Card”** means a Network-branded, single magnetic stripe prepaid debit card that can be used to access a Student Account and may be used by a Participating Student to purchase goods and services, make payments, withdraw funds or reload funds (if applicable to such Program Solution).
- 1.6 **“Customer Marks”** means the registered or common law trademarks, trade names, service marks, logos and designs designated by Customer for branding in connection with the Program Solutions.
- 1.7 **“Database”** means the computer database operated by Program Manager on which Student Data associated with each Participating Student’s participation in any Program Solution is stored and maintained.
- 1.8 **“Direct Paper Check”** means a written order to a bank to pay the amount specified from funds on deposit. **“Direct Paper Check Disbursement Functionality”** means that functionality described by the same name in an Exhibit to this Schedule.
- 1.9 **“Enrollment Data”** means the information of each individual student used by Program Manager (on behalf of Bank) to set up such student as a Participating Student on the Database, including, as applicable with respect to Program I and as set forth on **Attachment 1 to Exhibit A**, respectively, legal name, physical address, , date of birth and such other information types required by Program Manager and Bank from time to time with respect to each Program type.
- 1.10 **“Enrollment Kit”** means a kit provided by Program Manager or Bank, to be delivered to Customer (unless Customer selects a Companion Card), for provision to Participating Students, consisting of any or all of the following, as applicable: (i) a Companion Card; (ii) an Integrated Card; (iii) Money Network Checks; (iv) the Terms and Conditions; and (v) and other applicable Program Solutions information or materials as determined by Program Manager.
- 1.11 **“Integrated Card”** means a Network-branded open loop and closed-loop prepaid debit card, with or without a photographic image of a Participating Student imprinted on such card, that can be used by such Participating Student (i) to access his/her Student Account; (ii) to purchase goods and services, make payments, withdraw funds or reload funds (if applicable to such Program Solution); (iii) as his/her identification and security card for purposes of gaining access to the campus and facilities of the Customer at which such student is enrolled; and (iv) if applicable, to access the closed loop account currently provided and established in connection with the Blackboard Card.
- 1.12 **“Money Network Check”** means the checking product available through the Program Solutions that provides a Participating Student the ability to write a check to a payee, the amount of which is deducted from the Student Account balance.
- 1.13 **“NACHA Rules”** means the operating rules and guidelines of the National Automated Clearing House Association.
- 1.14 **“Network Rules”** means the self-imposed industry rules and compliance standards established by the Networks.
- 1.15 **“Networks”** means any of MasterCard, Allpoint, , Star and any other automated teller machine, debit or point of sale networks or regional processors in which Bank is a member or participant, the symbols or trademarks of which are imprinted on the back of each of the Companion Card and the Integrated Card from time to time as determined by Program Manager and Bank, in their sole discretion.
- 1.16 **“Participating Student”** means each individual student that is enrolled with Customer that is set-up in a Program Solution with a Student Account.
- 1.17 **“Program I”** means the prepaid card program profile and services description set forth on **Attachment 1 to Exhibit A** attached hereto.
- 1.18 **“Program Manager”** means Money Network Financial, LLC, a Delaware limited liability company or such successor company as may be designated by Blackboard.
- 1.19 **“Program Marks”** means the registered and common law trademarks, trade names, service marks, logos and designs of Bank and Program Manager or its agents and subcontractors, which may be used by Blackboard in connection with the Program Solutions, as identified by Program Manager in writing from time to time.
- 1.20 **“Program Solutions”** means Program I.
- 1.21 **“Schedule Effective Date”** means the date this Campus Card Schedule is signed on behalf of Blackboard.
- 1.22 **“Student Account”** means an account directly or indirectly established with Bank by Customer on behalf of a Participating Student under each of the Program Solutions to which electronic fund transfers of the Participating Student’s federal or state student aid, wages, salaries, ACH transfers, or other monetary benefits, as the case may be, are made and which may be accessed by such Participating Student via the Companion Card, the Integrated Card, Money Network Checks and other methods as described in the Terms and Conditions; provided, however, that the term “Student Account” shall not include the closed loop account established in connection with the Blackboard Card.
- 1.23 **“Student Data”** means any information provided by or relating to a Participating Student, resulting from a transaction using a Student Account, or otherwise obtained in connection with the Program Solutions, including the record of Student Account transactions corresponding to each Participating Student, the Student Account balance and any other related information or data specific to each Participating Student under each of the Program Solutions.
- 1.24 **“Terms and Conditions”** means Bank’s terms and conditions for each Participating Student’s use of a Student Account, including the Companion Card, Integrated Card, and Money Network Checks, and other required disclosures (including a fee schedule and Bank’s privacy policy).

2 **BLACKBOARD RESPONSIBILITIES.**

2.1 Facilitation. Blackboard shall act as the contractual point of contact for Customer and facilitate the offering of the Program Solutions by Bank through Program Manager to Customer's students who elect to receive electronic disbursements through the Program Solutions (the "Services").

2.2 Access. Blackboard shall cause Program Manager to (i) provide designated employees of Customer with access to certain portions of Program Manager's systems via a Web browser over the Internet or other direct connection solely for Customer's own use in connection with supporting the Program Solutions and fulfilling Customer's obligations under this Agreement; and (ii) issue user names and passwords to the employees of Customer, each of which employee shall be designated in writing by Customer, as reasonably required by Customer to support the Program Solutions and fulfill its obligations hereunder, and Customer shall use, and shall cause each receiving employee to use, the user names and passwords provided by Program Manager in accordance with the systems security guidelines, requirements, procedures and policies provided by Program Manager from time to time.

2.3 Implementation Services and Training. Unless otherwise set forth on the Order Form, Blackboard will commence the implementation process upon receiving Customer signature. Blackboard will provide eight (8) hours of web training to Customer to assist Customer with setting up the Program Solutions for its end-users. Such training may include the following subjects: interfacing with the Program Manager to transfer data; reporting; marketing; and card issuance. In-person training may be substituted for web training at Customer's request but only during the implementation process. If the Client and Blackboard agree that further training is required after program launch, additional training may be purchased from Blackboard pursuant to a separate statement of work at Blackboard's then-prevailing rates.

3 **CUSTOMER RESPONSIBILITIES.**

3.1 Set-Up. Customer shall be responsible for: (i) personalizing the Integrated Cards in accordance with the specifications and requirements set forth herein, including developing the closed-loop magnetic stripe in accordance with any specifications provided by Blackboard; (ii) except where Program Manager or Bank send directly to Participating Students, distribute the Money Network Checks, the Companion Card or the Integrated Card to Participating Students; (iii) provide Program Manager with the Enrollment Data and participation requests for the Integrated Cards via the interface to be established and maintained pursuant to Section 3.2.; and (iv) obtaining and storing an indication of the Participating Students' consent to participate in the Program Solutions. Without limiting the foregoing, Customer will ensure that it establishes each Participating Student as a Cardholder in accordance with this Schedule and the Terms and Conditions. Customer represents and warrants that each Participating Student included in the Enrollment Data has affirmatively consented to the enrollment in the Program Solutions and Program Manager and Bank have been provided with all consents and authorizations under and in accordance with Applicable Law for the Participating Student to participate in the Program Solutions. Customer agrees to promptly provide all documentation or records related to the set-up of Cardholders and participation of Cardholders in the Program Solutions to Blackboard, Program Manager and/or Bank upon request and agrees that such information may be provided to any regulatory authority having jurisdiction over Program Manager or Bank.

3.2 Interface. Customer will be responsible for establishing, maintaining and/or accessing (as appropriate) an interface and connectivity with Program Manager's systems in connection with the implementation and operation of the Program Solutions as further described herein, including Attachment 1 to Exhibit A. Blackboard shall provide Customer with Program Manager's written specifications for the configuration of the interfaces contemplated herein and shall work with Customer to develop and maintain such interface in accordance with such specifications. Customer will comply with Program Manager's specifications and Program Manager's system security standards and the submission to Program Manager by Customer or Participating Students of certain information required for purposes of enrollment, card activation and funding, which may include with respect to Participating Students the following: (i) name; (ii) date of birth; (iii) mailing address; (iv) student identification number; (v) email address; (vi) permanent and mobile phone number; and (vii) any other Enrollment Data required by Program Manager to comply with Applicable Law.

3.3 Materials Required under Applicable Law. Prior to the set up of any Participating Student to participate in the Program Solutions, Customer will provide each Participating Student: (i) with a copy of the Enrollment Kit; and (ii) any and all notices required under Applicable Laws. Customer will provide Cardholders with any other information and materials regarding the Program Solutions provided by Bank or Program Manager from time to time that is necessary for Bank or Program Manager to comply with Applicable Law.

3.4 Customer Compliance. Customer acknowledges and agrees that:

- (a) Customer shall not use the Program Marks or names, trademarks, service marks or other identifiers of Program Manager or any of its affiliates or Partners (including Discover) in connection with such marketing and publicity efforts other than with respect to the Program Solutions or Money Network Check;
- (b) the Program Solutions as offered by Customer shall not be the sole and exclusive manner for receipt by its students of federal and state student aid, but rather, Customer shall offer at least one alternative delivery method for those students that do not wish to receive federal or state aid via Program Solutions;
- (c) Customer shall follow any specific procedures required by Program Manager from time to time, including the terms contained in this Schedule;
- (d) Customer shall not charge Participating Students fees for participation in the Program Solutions; Notwithstanding the foregoing, Customer may charge Participating Students for replacement cards; and
- (e) Customer shall not make any representation, warranty or covenant to any Participating Student regarding the Program Solutions or any other products or services of Program Manager or any of its affiliates which are inconsistent with the Program Solutions or the terms of this Schedule.
- (f) Customer shall be responsible for disbursing credit balances to Participating Students who have stale checks, which means a paper check that has not been cashed or deposited within 180 days of being printed; and

€ Customer will comply with Applicable Law.

3.5 Reimbursement of Customization Costs. In the event of any customization requests from Customer with respect to any Program Solution, Blackboard and Customer will complete a statement of work ("SOW") and Customer will pay to Blackboard all fees associated therewith.

3.6 Data File and Funding Instructions. Customer shall submit data files and fund the requisite accounts with good and immediately available funds in accordance with the provisions and timeframes on **Attachment 1** hereto, as applicable. Customer acknowledges and agrees

that all data submitted to Program Manager hereunder shall be current, accurate and complete. Customer shall be solely responsible for, any errors in such data files or funding.

3.7 Identity Verification. Prior to set-up of any Participating Student on the Database and distribution of a Companion Card or Integrated Card to such Participating Student, Customer will: (i) inspect identification documents that meet the requirements of Applicable Law and the Program Solutions to verify such Participating Student's identity ("**Identity Verification Documents**"); and (ii) obtain from and, if applicable, provide to such Participating Student any and all information required by Applicable Law. Customer agrees that Bank or Program Manager (directly or through a subcontractor) may request and obtain identity information and legal documentation directly from the Participating Student to verify the identity of any Participating Student set up on the Database or participating in the Program Solutions. Customer also covenants to Blackboard, Program Manager and Bank that, with respect to each Cardholder, that it will make and preserve (during the period required by law or requested by Program Manager or Bank) either of the following: (1) at least one (1) copy of all Identity Verification Documents; or (2) a description of the Identity Verification Documents that were relied on by the Customer noting the type of document, any identification number contained in the document, the place of issuance (e.g., state or country) and, if any, the date of issuance and expiration date. Customer agrees to retain such documentation during the time that such Participating Student is a Cardholder until the earlier of (i) five years from termination of enrollment of such Participating Student or (ii) five years from termination of such Participating Student's card account.

3.8 Documentation and Confidentiality. Subject to Applicable Law, Customer will provide Program Manager and Bank with all information and documents related to the Program Solutions in its control or possession requested by or on behalf of Program Manager or Bank that are necessary or proper in the reasonable discretion of Program Manager or Bank for Program Manager or Bank to comply with Applicable Law.

3.9 Audit. Customer agrees that upon prior notice from Blackboard, Program Manager or Bank, Blackboard, Program Manager or Bank and any regulatory authorities which have jurisdiction over Blackboard, Program Manager or Bank shall have the right to audit and inspect Customer's books and records related to the Program Solutions and Customer's performance of its obligations with respect thereto, including the following: (i) Customer's records pertaining to the set-up of Participating Students and participation of Cardholders in the Program Solutions; and (ii) the Identity Verification Documents.

3.10 Personal Information. Customer will treat all Cardholder information, including Student Data, whether provided or made available to it by Blackboard, Program Manager or Bank (or their respective agents and subcontractors) as Confidential Information.

3.11 Card Security. Customer will be responsible for the safekeeping of the inventory of Integrated Cards and Companion Cards received by Customer and for any theft or misappropriation of any such Integrated Cards and Companion Cards prior to a valid and authorized issuance and distribution of such Integrated Cards and Companion Cards to a Participating Student.

3.12 Loss Protection and Security. To the extent Customer receives Enrollment Kits hereunder, Customer will be responsible for the safekeeping of such Enrollment Kits and Money Network Checks of Customer, as the case may be, and shall be liable for any loss, theft (including identity theft), destruction, fraudulent use, misuse or misappropriation of undistributed or distributed Companion Cards, Integrated Cards and Money Network Checks, as applicable, including any personal identification numbers received by or held by Customer prior to a valid and authorized issuance and distribution of such Companion Cards, Integrated Cards and Money Network Checks to a Participating Student.

3.13 Compliance with Law. As between Customer and Blackboard, Program Manager or Bank, Customer shall be solely responsible for: compliance with all Applicable Laws governing, applicable to or otherwise affecting Customer.

3.14 Customer Marks. Customer grants to Blackboard, Program Manager, Bank and any third party service provider designated by Program Manager a limited, non-exclusive, royalty-free, non-assignable, nontransferable right and license, in the Designated Jurisdictions, to use the Customer Marks as Customer expressly authorizes, solely in connection with the Program Solutions and in the form and manner (including appropriate legends) prescribed by Customer from time to time and subject to, if applicable, any Customer sublicense to use or sublicense Customer Marks.

3.15 Marketing Efforts. Blackboard will create a customized electronic marketing toolkit for the Customer. The toolkit may include ready-to-print templates for posters, flyers and ATM signs, including templates for electronic communications such as email. Blackboard will produce a mutually-agreed upon quantity of posters and two ATM signs per ATM deployed on-campus. Customer shall produce and distribute all other marketing materials. Program Materials (i.e. the Welcome Kit) will also be provided by Blackboard at no cost. Further design and production services are available upon request for an additional fee.

3.16 Automatic Teller Machines ("ATMs"). Blackboard will cause the Program Manager to give participating students access to a nationwide surcharge-free ATM network where they will be able to check balances and withdraw funds.

3.17 Program Oversight and Objectives. Customer will identify a project lead to provide subject matter expertise, leadership and coordination of all customer required activities. Ongoing participation from the Finance, Bursar and Information Technology offices (or their respective equivalents) during the implementation process is paramount. Customer agrees to identify a sole primary point of contact in the Finance or Bursar office (or their respective equivalents) after the implementation of the program.

3.18 Customer-issued Checks. If Direct Check Disbursement Functionality is not included in the Order Form and a student selects to receive their funds via paper check, Program Manager will make reports available for Customer to segment and issue checks to these students.

3.19 Direct Paper Check Disbursement Functionality. If Direct Check Disbursement Functionality is included in the Order Form, then Customer shall be responsible for and agree to (a) disburse credit balances to Participating Students who have stale checks; (b) pay Blackboard for fees incurred for paper check disbursements, stop payments and stale checks; and (c) in the event Customer charges Participating Students any fees in connection with the various check offering, notify Participating Students accordingly.

4 TERMINATION.

4.1 Termination.

(a) Blackboard may terminate this Schedule immediately upon notice to Customer if (i) Customer materially breaches this Schedule or violates the intellectual property rights of Blackboard, Program Manager or Bank; or (ii) Blackboard's agreement with the Program Manager or one or more of the Networks are terminated. No refunds shall be given to Customer if this Schedule is terminated.

(b) If Program Manager or Bank believes, in its reasonable discretion, that Customer is not complying with its obligations under this Schedule or any Customer's actions or inactions may result in noncompliance by Program Manager or Bank with any Applicable Laws, then Blackboard shall provide notice to Customer and if such issues cannot be resolved with Customer in a manner reasonably acceptable to Program Manager or Bank, then Blackboard, Program Manager or Bank may immediately terminate Customer. Notwithstanding the foregoing or anything to the contrary elsewhere in this Schedule, in the event Blackboard, Program Manager or Bank reasonably believes that continued performance with respect to Customer will result in Blackboard, Program Manager or Bank being in violation of any Applicable Law or the victim of fraud, then Blackboard, Program Manager and Bank shall have the right to suspend performance with respect to Customer until the issue is resolved by Program Manager, Bank, Blackboard and Customer to the reasonable satisfaction of Blackboard, Bank and Program Manager.

(c) Termination of this Schedule shall not impact previously distributed Integrated or Companion Cards.

- 4.2 **Survival.** The following sections shall survive the expiration or termination of this Schedule:
Section 3.8 (Documentation and Confidentiality),
Section 3.10 (Personal Information),
Section 5.3 (Survival) and **Section 6.2** (Additional Terms).

5 **THIRD PARTY BENEFICIARY; ADDITIONAL LIABILITY PROVISIONS.**

5.1 **Third Party Beneficiary.** Program Manager and Bank shall be third party beneficiaries of this Schedule for enforcement purposes only. For the avoidance of doubt, Program Manager and Bank shall not be third party beneficiaries of the Blackboard Master Terms except as expressly set forth in **Section 6.2** hereto.

5.2 **Additional Terms.** Program Manager, Bank and their respective affiliates, officers, directors, employees, agents or subcontractors are expressly intended to benefit from Sections 7.1, 7.2, and 8.3 of the Blackboard Master Terms. Customer agrees that its sole remedy for claims of any type or nature with respect to this Schedule and the Program Solutions provided hereunder shall be against Blackboard and not against any of its agents or subcontractors, Program Manager or Bank

ATTACHMENT 1 TO EXHIBIT A – Program I – RELOADABLE ACCOUNTS

General Product Description

The Money Network Institutional Disbursement Solution enables students to receive, access and manage funds (such funds are referred to herein as “Institutional Funds Disbursements” or “IFD”) on a MasterCard branded prepaid debit card or via ACH to a student-designated domestic bank account, or via a Direct Paper Check directly to the student. Customer will direct eligible students to an enrollment portal hosted by the Money Network where students will choose their payment option. If student selects the MasterCard branded prepaid debit card, each student is assigned an individual Money Network Account (FDIC insured) that includes:

- Money Network MasterCard Prepaid Debit Card. The card can be used wherever MasterCard debit cards are accepted. As of the date of this Agreement, this includes free ATM withdrawals on the Allpoint ATM network.
- Money Network Checks. Students can self-issue and cash checks to access their funds. Check cashing is free at participating locations.

If student selects an ACH to their personal bank account, Money Network will collect and store the student’s account and routing information.

If Customer purchases Direct Paper Check Disbursement Functionality and if a student selects a Direct Paper Check, Money Network will mail such check to the student’s domestic address on file. Additionally, Direct Paper Check Disbursement Functionality may include the following features:

- (a) Issuance of Direct Paper Checks to Participating Students who elect to receive Direct Paper Checks or fail to make a selection by the date financial aid is to be distributed to the students;
- (b) Printing and mailing paper checks to Participating Students, who elect to receive paper checks;
- (c) The option for Customer to stop payment on a Direct Paper Check;
- (d) Automated reports provided to Customer twice annually regarding the aging and status of stale Direct Paper Checks, which means a Direct Paper Check that has been printed but not deposited within 180 days of being printed; and
- (e) Update the Customer account with Direct Paper Check disbursement information.

The features listed below, including associated terms and requirements, may be further described in other documentation or material provided to Customer by Program Manager (and where terms or requirements of specific features are more fully described in other parts of this Agreement or any schedule, exhibit or attachment thereto, such features shall be governed by such other provision of this Agreement notwithstanding such features being listed below).

Program I Description.

1. General. Program I is a reloadable IFD funds and general funds disbursement application that permits a student to access, manage and use IFD funds loaded on a prepaid card by Customer that can also be reloaded with funds from external sources, including employment wages.

2. Identification Requirements. All personal information required by Program Manager or the issuing bank must be submitted, received and verified by Program Manager before a student is enrolled in Program I. Upon successful completion of Program Manager’s verification process of a student’s personal information (including social security number provided by the student), the student will be enrolled in Program I, and the card issued to such student will contain all of the features and functionalities, including reload and funds transfer transactions, offered by Program Manager and as listed below. In addition to Program Manager’s verification process of students’ personal information, each University is required to collect and retain the social security number of each student who wants to participate in Program I.

Program Features and Functionalities.

- ✓ Enrollment portal with disbursement options
- ✓ Accessible website with transaction history, card balances, funds transfer to other bank
- ✓ IVR and live customer support for offerings above as well as lost/stolen support 24 x 7 (with the exception of scheduled maintenance)
- ✓ Money Network Check cashing without surcharge at participating retailers
- ✓ Surcharge free mobile phone text message and email balance notifications
- ✓ Surcharge free (with respect to Program Manager) signature and PIN debit purchases at point-of-sale
- ✓ FDIC insured account

EXHIBIT B: SOFTWARE SUPPORT

1. SCOPE

1.1 After the initial warranty period for the applicable Software, Blackboard will provide Customer with the maintenance and support services for the applicable Blackboard Transact™ Software covered by this Schedule and attached Exhibit in accordance with Blackboard's then-current maintenance and support policies. Blackboard shall determine in its sole discretion, based on its policies, the most appropriate manner in which to provide maintenance and support. To the extent that Customer has purchased additional service levels, such additional services are covered by the applicable exhibit to this Schedule.

1.2 In order to provide these services in a timely, efficient and effective manner, Blackboard may require the Customer's reasonable cooperation, at no cost to Blackboard. For the purposes of providing the support and maintenance services under this Schedule, and upon Blackboard's request, Customer shall provide Blackboard service personnel with full, free, safe, and timely access to all System components covered by this Schedule or components which materially affect the operation of System components covered by this Schedule.

1.3 Blackboard's access to the Software may include, as Blackboard recommends, remote access to the applications and/or host computer or workstations and physical access to the Customer premises.

1.4 Solely to permit Blackboard to provide maintenance and support services, Customer shall maintain: (i) Internet access protocols as agreed with Blackboard. Blackboard will request permission from Customer to access server for each case created.

1.5 If reasonable access is not provided upon reasonable request, Customer shall be deemed to have waived Blackboard's performance of the maintenance and support services until such access is provided. Blackboard shall have no liability for such inability to perform maintenance and support services in such event.

1.6 Customer shall identify a System Administrator to be trained by Blackboard. Blackboard shall not be held responsible for any costs incurred by the Customer in providing a System Administrator. Customer shall perform the appropriate test and verification analysis on the applicable Software in accordance with routines, documentation and instructions provided by Blackboard. Customer shall promptly inform Blackboard of the results of these tests.

1.7 Customer shall provide Blackboard with troubleshooting assistance.

1.8 Blackboard, with the assistance of Customer, will diagnosis a reader problem and determine if the problem is related to Equipment or communication protocols.

1.9 If the problem is with Equipment, the current equipment maintenance options will prevail. If the problem is with the communication protocols, the Customer will be advised on the steps to take for resolution. It is up to the Customer to solve all on-campus communication problems. Blackboard is not responsible for campus communication problems.

2. EXCLUSIONS.

2.1 If problems or defects with the System or any of its components result from a Force Majeure Event (as defined in the Master Terms) or Customer misuse or abuse, Blackboard shall charge Customer, and Customer shall pay Blackboard, its then current hourly rates and any related charges then in effect for maintenance services.

2.2. Any on-site maintenance service not covered by the applicable maintenance and support services schedules provided by Blackboard shall be subject to a minimum charge of eight (8) hours. Such items excluded from maintenance and support services include (but are not limited to):

(a) The resolution of any problems due to inspection, service, relocation, tampering, configuration changes, installation of additional feature, functions, or software not provided, authorized or installed by Blackboard.

(b) Software not manufactured by Blackboard and not covered by this Schedule, including, but not limited to Datacard, Microsoft Windows®, etc.

(c) The resolution of any problems due to or caused by knowing disregard for System Administration procedures as outlined in the current version of the Blackboard System Administration Guide or other relevant documentation.

(d) Computer viruses and any damage caused by such viruses.

3. CUSTOMER SUPPORT

3.1 Coverage Hours. Blackboard shall provide Customer with customer support services available 6:00 a.m. to 6:00 p.m. MST time, five (5) days a week, Monday through Friday, excluding US Federal and Arizona State holidays ("Coverage Hours"). Outside of the Coverage Hours, Blackboard shall make available to Customer access to on-call personnel for support services, deemed by Blackboard to be an emergency.

3.2 Limits. Customer support is limited to questions on product configuration, usage and notification of defects and is available by calling or notifying Blackboard. Upon receipt of a call or notification by Blackboard approved methods, Blackboard will determine whether an error is related to or directly caused by the Software. Blackboard will make available to Customer the Customer Support Guide in which will be processes for submitting a support case, including documented severity guidelines.

3.3 Purchase of Additional Support and Maintenance Services. In addition to the basic maintenance and support services set forth herein, Customer may purchase additional Software maintenance and support services packages in accordance with the applicable terms and conditions. Refer to attached Exhibit.

4. TIME AND MATERIALS SERVICES

4.1 At Blackboard's sole discretion, support services may be made available to Customer at Blackboard's then current fees and applicable hourly minimums for Software which Customer has not paid the applicable support fees or Blackboard has excluded in accordance with this Schedule.

4.2 Blackboard will provide Customer with an estimate for the provision of such services. Blackboard, at its sole discretion, will require either a Purchase Order and/or Statement of Work for the estimated fees prior to providing any support services in accordance with this section.

5. FEES

5.1 Software basic support services are covered under the Customer's annual license fee for the Software. To the extent Customer has purchased additional Software support services, Customer shall pay annually such additional fees related to such services. Blackboard reserves the right to modify the Annual Support Fee for each Renewal Term.

EXHIBIT C SUPPORT AND MAINTENANCE FOR THE EQUIPMENT

(EXHIBIT C SHALL ONLY BE APPLICABLE IN THE EVENT CUSTOMER HAS PURCHASED SUPPORT AND MAINTENANCE FOR THE EQUIPMENT PURSUANT TO AN ORDER FORM)

1. SCOPE

1.1 After the initial warranty period for the applicable Equipment, Blackboard will provide Customer with the equipment maintenance for the applicable Blackboard Transact™ Equipment covered by this Schedule in accordance with Blackboard's then-current equipment maintenance policies. Blackboard shall determine in its sole discretion, based on its policies, the most appropriate manner in which to provide equipment maintenance. To the extent that Customer has purchased additional level service, such additional services are covered by the applicable exhibit to this Schedule.

1.2 In order to provide these services in a timely, efficient and effective manner, Blackboard may require the Customer's reasonable cooperation, at no cost to Blackboard. For the purposes of providing the Equipment maintenance under this Schedule, and upon Blackboard's request, Customer shall provide Blackboard service personnel with full, free, safe, and timely access to all System components covered by this Schedule or components which materially affect the operation of System components covered by this Schedule.

1.3 To troubleshoot equipment issues, Blackboard may require access to client Software.

1.4 Blackboard's access to the Software may include, as Blackboard recommends, remote access to the applications and/or host computer or workstations and physical access to the Customer premises.

1.5 Solely to permit Blackboard to provide equipment maintenance, Customer shall maintain: (i) Internet access protocols as agreed with Blackboard. Blackboard will request permission from Customer to access server for each case created.

1.6 If reasonable access is not provided upon reasonable request, Customer shall be deemed to have waived Blackboard's performance of the maintenance and support services until such access is provided. Blackboard shall have no liability for such inability to perform equipment maintenance services in such event.

1.7 Customer shall identify a System Administrator to be trained by Blackboard. Blackboard shall not be held responsible for any costs incurred by the Customer in providing a System Administrator. Customer shall perform the appropriate test and verification analysis on the applicable Software in accordance with routines, documentation and instructions provided by Blackboard. Customer shall promptly inform Blackboard of the results of these tests. **1.8** Customer shall provide Blackboard with troubleshooting assistance.

1.9 Blackboard, with the assistance of Customer, will diagnosis a reader problem and determine if the problem is related to Equipment or communication protocols.

1.10 If the problem is with Equipment, the current equipment maintenance options will prevail. If the problem is with the communication protocols, the Customer will be advised on the steps to take for resolution. It is up to the Customer to solve all on-campus communication problems. Blackboard is not responsible for campus communication problems.

2. EXCLUSIONS.

2.1 If problems or defects with the System or any of its components result from a Force Majeure Event (as defined in the Master Terms) or Customer misuse or abuse, Blackboard shall charge Customer, and Customer shall pay Blackboard, its then current hourly repair rates and any related charges then in effect for maintenance services.

2.2. Any on-site maintenance service not covered by the applicable equipment maintenance schedules provided by Blackboard shall be subject to a minimum charge of eight (8) hours. Such items excluded from equipment maintenance include (but are not limited to):

(a) The resolution of any problems due to inspection, service, relocation, tampering, configuration changes, installation of additional feature, functions, or software not provided, authorized or installed by Blackboard.

(b) Software or Equipment not manufactured by Blackboard and not covered by this Schedule, including, but not limited to Datacard, Dell, Microsoft Windows®, etc.

(c) The resolution of any problems due to or caused by knowing disregard for System Administration procedures as outlined in the current version of the Blackboard System Administration Guide or other relevant documentation.

(d) Computer viruses and any damage caused by such viruses.

3. CUSTOMER SUPPORT

3.1 Coverage Hours. Blackboard shall provide Customer with customer support services available 6:00 a.m. to 6:00 p.m. MST time, five (5) days a week, Monday through Friday, excluding US Federal and Arizona State holidays ("Coverage Hours"). Outside of the Coverage Hours, Blackboard shall make available to Customer access to on-call personnel for support services, deemed by Blackboard to be an emergency.

3.2 Limits. Customer support is limited to questions on product configuration, usage and notification of defects and is available by calling or notifying Blackboard. Upon receipt of a call or notification by Blackboard approved methods, Blackboard will determine whether an error is related to or directly caused by the Software or Equipment. Blackboard will make available to Customer the Customer Support Guide in which will be processes for submitting a support case, including documented severity guidelines.

4. EQUIPMENT MAINTENANCE

4.1 Upon payment of the applicable annual Equipment maintenance fees, Blackboard will provide the following:

(i.) Reader and peripheral equipment may be supported by submitting a support case to assist Customer in diagnosing equipment problems during Coverage Hours.

(ii.) Reader and peripheral Equipment manufactured by Blackboard is supported by way of depot repair. At Blackboard's sole discretion, such Equipment shall be repaired or replaced. Customer shall request a Return Material Authorization (RMA) number from Blackboard and return such reader and/or peripheral Equipment to the factory for repair. Repaired or replaced Equipment will be returned to the customer within 10 business days using standard shipping methods.

(iii.) Reader and peripheral Equipment manufactured by a third party vendor is supported by way of depot repair. At Blackboard's sole discretion, such Equipment shall be repaired or replaced. Customer shall request a Return Material Authorization (RMA) number from Blackboard and return such reader and/or peripheral Equipment to Blackboard for repair. Repaired or replaced Equipment will be returned to the Customer within 10 business days unless said Equipment is deemed by Blackboard to require repair or replacement by the manufacturer or its authorized repair facility. In the event said Equipment requires repair or replacement by manufacturer or authorized repair facility, Equipment will be sent to the manufacturer by Blackboard within 2 business days of receipt from Customer and repaired or replaced Equipment will be

returned to Customer, using standard shipping methods, within 3 business days of return to Blackboard from manufacturer or authorized repair facility.

(iv.) Equipment including, but not limited to, NCR, Dell, Compaq, and Gateway are supported by onsite third party repair.

(v.) If at Blackboard's reasonable discretion, a piece of Equipment is no longer capable of being maintained in good operating condition, including, but not limited, to normal wear and tear, non-support of Equipment due to discontinuance of support from the manufacturer or its authorized repair facility, or the non-availability of repair components, Blackboard will provide to Customer an estimate of Blackboard's refurbishment charges, if any, for such equipment in accordance with Blackboard's then-current charges and policies. Should Customer fail to have Blackboard refurbish the equipment within 60 days of notification or if refurbishment is not available, said Equipment will no longer be maintained under this Agreement and if provided, such estimate will be considered null and void. A credit will be issued for the prorated balance of maintenance fees paid to Blackboard for the Equipment during the current term.

5. TIME AND MATERIALS SERVICES

5.1 At Blackboard's sole discretion, repair or maintenance may be made available to Customer at Blackboard's then current fees and applicable hourly minimums for Equipment which Customer has not paid the applicable maintenance or Blackboard has excluded in accordance with this Schedule.

5.2 Blackboard will provide Customer with an estimate for the provision of such services. Blackboard, at its sole discretion, will require either a Purchase Order or prior approval for the estimated fees prior to providing any repairs or maintenance in accordance with this section.

6. FEES

6.1 Customer shall pay annual Equipment maintenance fee (the "Annual Equipment Maintenance Fee") to Blackboard for the services provided hereunder related to the equipment. To the extent Customer has purchased additional equipment maintenance and support services, Customer shall pay annually for such additional fees related to such services. If Customer fails to pay the Annual Equipment Maintenance Fee in accordance with the Order Form, Schedule and the Master Terms, Blackboard may suspend any and all equipment maintenance support to Customer. Blackboard reserves the right to modify the Annual Equipment Maintenance Fee for each Renewal Term.