



STATEMENT OF WORK #2 PLATFORM MIGRATION

THIS STATEMENT OF WORK ("SOW 2") by and between **The Virginia Community College System** ("VCCS"), for the use and benefit of VCCS and the twenty-three individually accredited colleges of the VCCS (each, an "Institution"; collectively, "Institutions"), and **Nelnet Business Solutions, Inc.** ("Company" or "Nelnet") is entered into and effective as of the last signature ("Effective Date").

WHEREAS, VCCS and Company have an existing Professional Services Agreement dated February 3, 2015 ("Nelnet Agreement" or "Agreement"), for the provision and administration of Company's hosted campus commerce solutions, including electronic billing and electronic payment services delivered via QuikPay®, which was issued under the terms of the Commonwealth of Virginia, Virginia Polytechnic Institute and State University Contract No. UCP-TS-C03-14 awarded to the Company December 9, 2013; and

WHEREAS, VCCS and Company (formerly FM Systems LLC d/b/a Tuition Management Systems ("TMS")) also have existing Commonwealth of Virginia Standard Contracts (Contract No. 14-950012-DF dated April 15, 2014; Contract No. 14-950046-DF dated August 15, 2014) (collectively, "TMS Contracts"), for the provision and administration of student refund disbursement services and tuition payment plan services, respectively; and

WHEREAS, Nelnet acquired TMS on November 20, 2018, and assumed all TMS rights and obligations under the TMS Contracts from that date forward; and

WHEREAS, VCCS and Company mutually desire to make certain clarifications regarding the manner in which Company provides the delivered services to Institutions under the Nelnet Agreement; and

THEREFORE, the parties agree as follows:

1. Electronic Billing and Payment Service.
 - a. Student Accounts: VCCS and Company agree to migrate the delivered electronic billing and electronic payment services for Student Accounts from the Company's QuikPay platform to the Company's new platform ("Enterprise").
 - b. Workforce Development: VCCS and Company agree to continue the delivered electronic payment services for Workforce Development via QuikPay.
2. Tuition Payment Plan Services. VCCS and Company agree to migrate the delivered tuition payment plan services from the TMS platform to the Company's Actively Managed Payment Plan solution ("AMPP") via Enterprise.
3. Refund Disbursement Services. VCCS and Company agree to migrate the delivered student refund disbursement services from the TMS platform to the Company's Student Choice Refunds solution ("SCR").

AND WHEREAS, the Company will discontinue student refund disbursement and tuition payment plan services delivered via the TMS platform effective December 31, 2021. VCCS and Company agree that time is of the essence to migrate the aforementioned services in advance of the planned TMS platform termination; therefore, the parties agree the migration project to transition electronic billing and payment and tuition payment plan services to Enterprise will commence no later than June 1, 2020, and the migration project to transition student refund disbursement services to SCR will commence no later than May 1, 2021; and

WHEREAS, VCCS and Company agree to be bound by the terms and conditions for the deployment, ongoing execution, and pricing of Company's electronic billing, electronic payment, SCR, and AMPP services, via Enterprise, and associated integration requirements, as well as the remaining electronic payment service for Workforce Development via QuikPay, as outlined in the Nelnet Agreement, the Hosted Business Services' Terms and Conditions (Attachment A), and the services' Order Forms (Attachments B and C); and

WHEREAS, VCCS and Company agree to remain bound by all terms and conditions of the existing Nelnet Agreement, the parties acknowledge and agree that from the Effective Date of this SOW 2 until termination of the Nelnet Agreement (by natural expiration or otherwise), any reference in the Nelnet Agreement to (1) "QuikPAY" shall be replaced with "System"; and (2) "QuikPAY Site" shall be replaced with "System Site," as defined in Attachment A to this SOW 2; and

WHEREAS, VCCS and Company agree to remain bound by all terms and conditions of the TMS Contracts until cessation of the aforementioned services delivered via the TMS platform, which shall follow the Commencement Date of the last-migrated service from said platform. Upon cessation services delivered via the TMS platform, the Nelnet Agreement, including this SOW 2 and all amendments, will govern and the TMS Contracts will effectively terminate; and

WHEREAS, VCCS and Company agree the documents comprising the Agreement, and their order of precedence in case of conflict, are: (1) the IT Addendum to Cooperative Contract, consisting of negotiated terms and conditions included therein, including all attachments thereto; (2) all

executed Order Forms and/or executed Statements of Work, notwithstanding any language to the contrary therein, and (3) the Agreement, including any addendum or amendment mutually agreed upon and executed, including all attachments thereto.

THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the existing Nelnet Agreement by incorporation of this SOW 2 and all attachments hereto. Each Institution will execute Order Forms outlining the Institution-specific details for implementation of services.

IN WITNESS WHEREOF, the undersigned have caused this SOW 2 to be executed:

Virginia Community College System

Michael Canell 6/29/20
Signature Date

Name: Michael Canell

Title: Pro Ops Mgr.

Address: _____

City/State/ZIP: _____

Nelnet Business Solutions, Inc.

DocuSigned by:
Mark J Schilmoeller 6/17/2020
Signature Date

Name: Mark Schilmoeller

Title: Chief Operations Officer

Corporate Headquarters:

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

DeeAnn K. Wenger, President
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402.325.7241

ATTACHMENT A

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

- a. **“Cashiering”** means a secure, integrated solution for processing student and non-student payments (e.g., departmental deposits, donations, tickets) in real time. The Company’s cashiering application validates general ledger accounts, provides audit controls and robust receipting, integrates easily with an institution’s ERP, and has a flexible front end to allow the institution to configure multiple transaction types.
- b. **“Commencement Date”** means the date of the first transaction processed by the Company on behalf of the Institution for a given service.
- c. **“Enterprise”** means the Company’s proprietary system based on the .NET platform, through which it delivers Company’s Enterprise-specific campus commerce software.
- d. **“eStore”** means a self-service web store which allows an institution to sell physical goods, process event registrations, and solicit donations. Consumers can add multiple items to a shopping cart and pay for these items using a credit or debit card or eCheck in a single transaction. Institutions can set up multiple stores, create and manage products, view orders, track inventory, and record order fulfillment.
- e. **“Point-to-Point Encryption (P2PE)”** means a certified solution that allows the Institution to swipe or key-enter payment card data into a P2PE device that encrypts the data from the point of entry, through transmission, and to the payment gateway.
- f. **“QuikPay®”** means the Company’s proprietary system based on the J2EE platform, through which it delivers Company’s QuikPay-specific campus commerce software.
- g. **“Returned Item”** means any payment remitted to Institution that is returned by the payer’s bank or financial institution or any reversal of credit/debit payments.
- h. **“System”** means collectively the Company’s campus commerce software and system(s), whether delivered via the J2EE, .NET, or other applicable platform, and such hosting, support, maintenance, installation, and Setup Services requested by the Institution pursuant to an executed Order Form and provided by the Company pursuant to the Agreement between the Parties and these Terms and Conditions. The System includes, without limitation, 1) any materials of the Company’s licensors or contractors, 2) any modified, Upgraded, or enhanced versions of all code, and 3) all modifications and Upgrades that may become part of the System pursuant to this Agreement.
- i. **“System Site”** means the website provided by the Company to the Institution, accessed through the Institution’s website, where End Users may access and use the System.

2. **TITLE IV COMPLIANCE:** The Company will comply with all statutory provisions of or applicable to Title IV of the Higher Education Act (HEA), all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA.

- a. **Notification:** The Company will notify the U.S. Department of Education (“the Department”) of its status as a third-party servicer on behalf of the Institution, as it relates to Title IV program funds, within ten (10) calendar days of a fully executed agreement or Order Form for said service. The Institution will be responsible for notifying the Department of its decision to contract the Company as a third-party servicer within the timeframe necessary to ensure the Institution’s compliance with Title IV statutes.
- b. **Use of Funds:** The Company will use any funds that the Company administers under any Title IV program solely for the purposes specified and in accordance with that program.
- c. **Report of Misconduct:** The Company will refer any information to the Office of Inspector General of the Department of Education for investigation if there is reasonable cause to believe that the Institution might have engaged in fraud or other criminal misconduct in connection with the Institution’s administration of any Title IV program.
- d. **Liability:** Notwithstanding any indemnification provisions of this Agreement, both parties are jointly and severally liable to the U.S. Secretary of Education for any violation by the Company of any statutory provision of or applicable to Title IV of the HEA.
- e. **Audit:** The Company will undergo and submit an annual Title IV compliance audit.
- f. **Return of Records, Funds:** The Company will return to the Institution all records and Title IV funds in the Company’s possession pertaining to the Institution’s participation in the program(s) if the Company or Institution terminates the contract, if the Company stops providing services for the administration of a Title IV program, or the Company files a petition under the Bankruptcy code (34 C.F.R. § 668.25(c)(5)).

3. **INFORMATION ACCESS:** The Institution will have access to the System, including current payer and payment information. The Institution agrees not to disclose User IDs and Passwords to unauthorized personnel, and it will notify the Company immediately if an unauthorized person obtains access to them. The Institution will also notify the Company if a User ID and Password is no longer needed by a representative of the Institution.

4. **COMPLIANCE REVIEW:** The Institution shall, from time to time during regular business hours and upon reasonable prior written notice, permit Company representatives to review Institution’s applicable policies and procedures or other records necessary to ensure Institution’s and its subcontractors’ compliance with the terms and conditions of this Agreement, as well as applicable law or additional requirements imposed by the Department related to the services provided under the Agreement. Institution agrees to reasonably cooperate with Company’s review. In the event Institution fails to cooperate with Company, such failure will be deemed a material breach of the Agreement. Institution understands and agrees that the results of any such review will be shared only with the Institution, authorized Company associates, and governmental entities charged with enforcing applicable laws, including the Department.

5. **ACH PROCESSING:** The Institution must designate a demand deposit account (“Account”) at a bank located in the United States (“Bank”) that participates in the ACH network. The Institution must also provide the Company the required information about the Account and the Bank, and must notify the Bank that the Company may have access to the Account to reimburse itself for returned transactions.

- a. **Enterprise:** The Company will automatically deposit the Institution's funds into the Institution's bank account according to the schedule selected by the Institution; however, in no event will Company remit funds less than four (4) banking days after such funds were collected.
- b. **QuikPay:** ACH (i.e., Automated Clearing House) payments are batched at the end of each business day and deposited within two (2) banking days.

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

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

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

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

- a. **Institution Obligations:** The Institution will:
 - i. Establish and manage a process whereby Candidates can opt out of the transfer of their ACH payment profile to the Company's System, if applicable;
 - ii. Collect and maintain appropriate documentation of the opt-out process for seven (7) years, making the information readily available in the event of an audit review request, if applicable;
 - iii. Ensure the accuracy of Candidate ACH payment profile information, if applicable;
 - iv. Format Candidate ACH payment profile data and the file for transmission according to Company specifications, if applicable;
 - v. Establish the capacity to encrypt and transmit Candidate ACH payment profiles via Secure FTP (SFTP) or other supported secure transport protocol, if applicable;
 - vi. Forward a single file of Candidate ACH payment profiles to the Company for upload to the System, if applicable;
 - vii. Ensure Candidates will receive credit balance monies ("Refund") by an alternate method if not enrolled to receive a refund through the contracted product;
 - viii. Establish and follow procedures for (1) identifying and determining a credit balance on a student account; (2) verifying eligibility prior to disbursement; (3) drawing down Title IV funds; and (4) notating the disbursement on student ledger accounts;
 - ix. Ensure the accuracy of all refund data provided to the Company, including but not limited to ensuring the accuracy of any refunds file and preventing any duplicate refund data from being submitted to the Company (including duplicate files);
 - x. Forward Candidate files to the Company with sufficient lead time so as to meet Title IV deadlines, where applicable; the Institution is solely responsible for timely delivery of Candidate files:
 1. For ACH direct deposit refund disbursements, Candidate files must be uploaded to the Company System no later than ten (10) business days following credit balance determination;
 2. For paper check refund disbursements, Candidate files must be uploaded to the Company System no later than eight (8) business days following credit balance determination;
 - xi. Create messaging content for enrollment and disbursement notifications to Candidates;
 - xii. Ensure an alternate system is in place to provide the refund disbursement if undeliverable via the primary method of choice (i.e., invalid account message from the National Automated Clearing House Association [NACHA]);
 - xiii. Educate students regarding the various refunds method(s) offered by the Institution;
 - xiv. Make available sufficient funds to process the refunds by debit-block-free ACH transaction to Institution's bank account:
 1. If an ACH debit transaction is rejected by Institution's bank for any reason, the Institution agrees to wire said funds to the Company by noon Central time on the date notified by the Company; if the Institution fails to wire the necessary funds by noon Central time, the Company may recall the original refund transaction file(s).
 2. In no way limiting the above, if an ACH debit transaction fails due to a debit block, hourly fees at the Professional Services rate will apply as the Company makes adjustments and reconciles funds due to such failure.
 3. If the Institution fails to remove the debit block within 48 hours, in addition to recalling the original refund transaction file(s), the Company may suspend all further refund activity until the debit block is removed.
 - xv. Establish the capacity to encrypt and transmit disbursement candidate files via Secure FTP (SFTP) or other supported secure transport protocol;
 - xvi. Develop appropriate and applicable customer service scripts (e.g., FAQs) to deliver customer service as necessary based on program offerings;
 - xvii. Provide Staff as required to develop desired integration functionality;
 - xviii. For paper checks, cooperate with Company to promptly process aged outstanding checks;
 - xix. Establish and follow procedures to return undeliverable and non-negotiated Title IV funds to the Department and prevent escheatment to the state;
 - xx. Issue any stop payments on refund checks and agree not to re-submit any refund request for the affected payee disbursement candidate until the day following the stop payment request (to ensure the stop payment has time to become effective and avoid having two "live" checks in process);
 - xxi. Be responsible for any and all liabilities, damages, expenses, or losses incurred by the Company because of any act or omission of the Institution, its officers, employees, or End Users in connection with or relating to: (1) a provision of inaccurate payee information, (2) a violation of any applicable laws, rules, or regulations, and (3) any fraudulent refund activities; and

- xxii. Submit to annual Company review of Title IV policies and procedures, per Department directive. Institution will be required to complete the review process prior to going live with Company's refunds management services.
- b. **Company Obligations:** The Company will:
- i. Perform Department-required review of Institution's Title IV policies and procedures based on the Institution's Commencement Date for the Company refunds product (See xxii. above);
 - ii. Submit review report to Institution, and if required, the Department;
 - iii. Maintain payee authorization to perform electronic funds transfer (EFT);
 - iv. Obtain payee refunds disbursement preference based on option(s) selected by Institution;
 - v. Upload Institution-provided Candidate ACH payment profiles to the System, if applicable;
 - vi. Securely process the credit balance file uploaded by the Institution once funds have been received by the Company;
 - vii. Notify payee that a refund has processed;
 - viii. Deposit funds to payee-nominated domestic checking or savings account or existing re-loadable prepaid debit card within three (3) business days of receipt of disbursement candidate file;
 - ix. For paper checks, mail checks within six (6) business days of receipt of disbursement candidate file;
 - x. Within three (3) business days of being notified by bank, notify Institution of any transactions known to have rejected;
 - xi. Return rejected EFT transaction funds to Institution for disbursement, unless contract allows for an alternate method of disbursement;
 - xii. Return disbursement information to the Institution via SFTP or other supported secure transport protocol;
 - xiii. Provide applicable support to deliver customer service, as necessary, based on program offerings;
 - xiv. Adhere to all applicable laws, rules, or regulations;
 - xv. Maintain Professional Liability and Employee Dishonesty insurance at sufficient levels to reasonably offset the risk of loss;
 - xvi. Return non-negotiated funds back to Institution after the applicable period (currently 90 days); and
 - xvii. Undergo and submit an annual Title IV compliance audit.
7. **ACTIVELY MANAGED PAYMENT PLAN (AMPP):** The Company agrees to provide the Institution with payment-processing services for payment of tuition and/or other fees owed to the Institution by the Institution's clients (hereinafter "Responsible Parties") as set forth in the Professional Services Agreement and these Terms and Conditions. Services provided include information management tools for the Institution and Responsible Parties. The Company will also provide the Institution with training opportunities to help the Institution effectively implement the program.
- a. **Credit and Debit Card Option:** If the Institution elects to offer a credit and debit card payment option to Responsible Parties, the credit and debit card transactions will be processed by the Company or its third-party service provider. If processed by a third-party service provider, the Company, by agreement with that provider, will act as the provider's customer-service agent. Any chargebacks received will be passed through to the Institution. The Institution will be required to complete a merchant application and comply with applicable card association rules. The merchant discount fee or convenience fee is subject to change by the Company upon thirty (30) days' advance notice if the Company's bank merchant rate increases.
- b. **Credit Card Reversals, Refunds:**
- i. **Individual, One-Time Credit Card Reversals:** The Institution will be assessed a per transaction fee for each one-time credit card reversal and/or refund, if applicable.
 - ii. **Batch Credit Card Refunds:** If the Institution elects to use the Batch Credit Card Refunds feature, if applicable, the Institution will be assessed a per transaction fee for each credit card reversal and/or refund. If the Institution uses an aggregate settlement process, reversals will be debited from the Institution's bank account. The Institution will be required to whitelist the appropriate Company routing number(s) and ID(s) to allow Company-initiated debits to the Institution's bank account. Prior to the Company enabling the Batch Credit Card Refunds feature, the Institution will be required to submit a bank letter to the Company granting debit authority if such a letter is not already on file for the Institution. Credit card Service Fee transactions are non-reversible.
- c. **Pending Aid (if applicable):** Pending Aid is an additional payment plan option available to the Institution at no charge. Under this option, selected payment plans have an initial payment date after the date by which financial aid awards are usually made. If the student still has a remaining balance due as of that date, scheduled payments will begin thereafter. There is no charge to the student to set up the agreement; an enrollment fee is charged only if, and when, payment processing begins. In order to use the Pending Aid program, the Institution is required to have electronic file upload capability for the Company application software. With the appropriate integration functionality, Pending Aid may be added as an option upon request by the Institution.
- d. **Changes to Payer Agreements:** Changes made to the budgeted amount will be made through the Institution, which is responsible for obtaining written or similarly authenticated authorization from Responsible Parties at least two (2) business days prior to the next payment date. In the absence of written authorization, the Institution may change a budgeted amount by notifying Responsible Parties at least ten (10) calendar days prior to the next payment date.
- e. **Custodial Accounts:** The Institution appoints the Company to collect payments owed to the Institution as set forth herein, to process and hold these funds, and to transfer and disburse collected funds to the Institution. It is understood that the Company is acting only as a custodian for collection and disbursement of these funds, and does not guarantee payments or provide for the collection of payments upon default by Responsible Parties. All successfully collected payments will be deposited into a custodial account (for ACH) or a settlement account (for credit and debit card). Each successfully collected payment is guaranteed by the U.S. Government, some agency thereof, or the Company's depository bank. These funds are held in custody with the Company for the Responsible Parties and, upon remittance by the Company to the Institution's bank account, will become the property of the corresponding Institution, less applicable fees. Any interest earned on funds in the custodial account is payable to the Company.
- f. **Fees:**
- i. **Enrollment Fee:** A nonrefundable enrollment fee is charged for each payment plan agreement period ("agreement period") and is based upon the number of payments selected for the agreement period. It is understood that the Company is not obligated to process payments unless the enrollment fee has been paid by the Responsible Party or the Institution. The enrollment fee is fixed for the initial agreement period.

- ii. **Returned Payment Fee:** A thirty dollar (\$30) returned payment fee will be assessed to the Responsible Party if a scheduled payment attempt fails. The Institution has no liability for returned payment fees. Returned payment fees are subject to change in future agreement periods with thirty (30) days' notice to the Institution.
 - iii. **Fee Returns:** If any fees are returned, they will be rescheduled, as applicable.
 - g. **Remittance:** The Company will automatically deposit the Institution's funds into the Institution's bank account according to the schedule selected by the Institution; however, in no event will Company remit funds less than four (4) banking days after such funds were collected. In addition, remittance schedules are subject to change if any processing bank changes its settlement procedures or guidelines.
8. **ESTORE (if applicable):**
- a. **Institution Obligations:** The Institution will:
 - i. Continue to safeguard payee information in accordance with FERPA, GLBA, and other confidential requirements;
 - ii. Comply with any applicable rules and regulations as prescribed by NACHA and abide by any applicable Payment Card Industry standards as outlined by the PCI Security Standards Council;
 - iii. Be responsible for any and all liabilities, damages, expenses, or losses incurred by the Company because of any act or omission of the Institution, its officers, employees, or End Users in connection with or relating to inaccurate payee information, third party theft, and detection of fraudulent activities;
 - iv. Make Staff available for product and administrative systems training; and
 - v. Permit access to the general ledger system and support to properly install and maintain product operations, if applicable.
 - b. **Company Obligations:** The Company will:
 - i. Continue to safeguard payee information in accordance with FERPA, GLBA, and other confidential requirements per the Agreement;
 - ii. Comply with any applicable rules and regulations as prescribed by NACHA and abide by any applicable Payment Card Industry data security standards as outlined by the PCI Security Standards Council, as applicable;
 - iii. Work with Institution Staff to integrate the Institution's general ledger system, if applicable;
 - iv. Encrypt data to the highest industry standards to ensure the security of payment data on campus processed by Company;
 - v. Provide configuration and operations expertise as well as critical connection support; and
 - vi. Offer on-site assistance as necessary with proper notice and cost.
9. **POINT-TO-POINT ENCRYPTION ("P2PE"):**
- a. The Company is authorized by Bluefin Payment Systems LLC ("Bluefin") to offer Bluefin's DecrypTX[®] service (the "P2PE Service") to its customers on the Company's various platforms. The P2PE Service contains one or more of the following features:
 - i. Credit/debit card track data decryption and response service;
 - ii. Credit/debit card Primary Account Number decryption and response service;
 - iii. Device key injection at Bluefin's designated PCI-approved key injection facility;
 - iv. Provision of real-time chain of custody and monitoring of each device through the Bluefin P2PE POI Manager web application; and
 - v. Personalized guidance and support with the P2PE POI Manager reports necessary to attest compliance on the PCI SAQ P2PE-HW.
 - b. Institution wishes to utilize the P2PE Service and shall pay the fees for the P2PE Service set forth on an Order Form, no later than thirty (30) days after the receipt of an invoice from Company.
 - c. In order to utilize the P2PE Service, Institution will obtain point-to-point encryption devices ("P2PE Devices") issued by Bluefin. Company will order from Bluefin, on behalf of the Institution, the number of devices indicated by Institution on an Order Form. The P2PE Device purchase will be subject to pricing and payment terms set by CDE Services, Bluefin's PCI P2PE Key Injection Facility ("KIF"). Bluefin will submit the device order to the KIF; the KIF will invoice the Institution directly for the device costs, and Institution will pay such device costs directly to the KIF to initiate shipment.

Corporate Headquarters:

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ATTACHMENT B

ACTIVELY MANAGED PAYMENT PLAN (AMPP-T2)
ORDER FORM

This Order Form sets forth pricing and other critical options that must be completed and acknowledged by the Institution to purchase AMPP services under a validly executed Professional Services Agreement with Nelnet Business Solutions, Inc. Additional information will be collected separately in order to establish an Institutional Profile. This Order Form and the services outlined herein are subject to the terms and conditions of the Agreement, including amendments or addenda, if any.

Institution: VIRGINIA COMMUNITY COLLEGE SYSTEM and the twenty-three individually accredited colleges of the VCCS

Online Payment Plan Options:

Payment Type	Payment Option	Enrollment Fee Info ¹ (Read carefully; select all that apply.)	Other Applicable Fees ² (Select one.)
Monthly ACH	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The enrollment fee per agreement period is: <input checked="" type="checkbox"/> \$30.00 for 2-6 payments + \$ _____ CFI <input checked="" type="checkbox"/> \$45.00 for 7-12 payments + \$ _____ CFI <input type="checkbox"/> Other _____ Fee paid by: <input type="checkbox"/> Institution <input checked="" type="checkbox"/> Responsible Party	None
Monthly Credit/Debit Card	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The enrollment fee per agreement period is: <input checked="" type="checkbox"/> \$30.00 for 2-6 payments + \$ _____ CFI <input checked="" type="checkbox"/> \$45.00 for 7-12 payments + \$ _____ CFI <input type="checkbox"/> Other _____ Fee paid by: <input type="checkbox"/> Institution <input checked="" type="checkbox"/> Responsible Party	<input type="checkbox"/> Discount Fee (Rate: 2.25%) ³ <i>Deducted from remittance</i> <input type="checkbox"/> - or - <i>Debit from bank account</i> <input type="checkbox"/> <input checked="" type="checkbox"/> Service Fee (Rate: 2.70%) ⁴
Individual, One-Time Credit Card Reversals	Required (No option)	The Institution will be assessed a per transaction fee for each individual credit card reversal and/or refund. Credit card Service Fee transactions are non-reversible.	\$0.30 per transaction

Credit Card Settlement Options (if applicable):

Aggregate Settlement – Company will typically deposit funds received to the designated Institution bank account in four (4) banking days.

Direct Settlement – Institution will receive daily batch payments from Visa and MasterCard according to the schedule determined by the respective card association. American Express and Discover will make separate deposits of funds according to processes set forth by the respective card association.

[AMPP-T2 Order Form continued on following page.]

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

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

³ Discount Fee charged to Institution (i.e., Institution-absorbed merchant fee).

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

AMPP PAYMENT PLAN (T2)
ORDER FORM (continued): VIRGINIA COMMUNITY COLLEGE SYSTEM

Integration Options:

Select One	Integration Option	System Integration Info	Applicable Fees ⁵	
<input checked="" type="checkbox"/>	Integrated	<input type="checkbox"/> Banner <input type="checkbox"/> Datatel Colleague <input checked="" type="checkbox"/> PeopleSoft <input type="checkbox"/> PowerCampus <input type="checkbox"/> Workday <input type="checkbox"/> Other: _____ <i>(Institution-built or third-party integ.)</i> Version (if applicable): _____	Setup Fee ⁶ <i>Fee Waived ⁷</i>	\$ 2,000 (\$2,000)
<input type="checkbox"/>	Non-Integrated	None	None	

⁵ Pricing indicated does not include integration with Jenzabar/POISE. If Institution uses Jenzabar/POISE, integration costs will be negotiated directly between Institution and Jenzabar, and Institution will pay Jenzabar directly for those costs.

⁶ If applicable, fifty percent (50%) of the Setup Fee will be invoiced and presented with the Order Form. Institution must pay the up-front Setup Fee invoice in order to engage an Implementation Manager.

⁷ AMPP Setup Fee waived in consideration of migration from Tuition Management Systems and concurrent implementation of Enterprise ePay.

⁸ Assessed per year or any portion thereof. If applicable, the initial (Year 1) integration Annual Maintenance Fee will be invoiced to Institution upon completed AMPP service implementation ("go live").

⁹ Integration Annual Maintenance Fee waived in consideration of migration from Tuition Management Systems and concurrent implementation/use of Enterprise ePay. (For Enterprise AMPP-only clients using Company-built integration, integration Annual Maintenance Fee will be waived if Institution generates ≥\$15,000 in payment plan enrollment fees in the preceding calendar year.) Company work effort in excess of eight (8) hours per year for Connector maintenance and engineering, including future connector upgrades, if any, will be quoted and billed at the Professional Services hourly rate.



ATTACHMENT C

ORDER FORM
Hosted Business Service

Virginia Community College System

To be implemented:

Product/Service ¹⁰	Setup Fee ¹¹	Monthly Fee ¹²	Transaction Fee ¹³	Consumer Fee ¹⁴
Enterprise eBill/ePay	Waived	\$ 500		
eBill			\$ 0.20	
ePay – ACH Payment			\$ 0.30	
ePay – Credit/Debit Card Payment without Service Fee			\$ 0.30	
ePay – Credit/Debit Card Payment <u>with</u> Service Fee			\$ 0.00	
ACH Return			\$ 1.00	
Card Payment Processing ¹⁵ (ePay)				
Credit/Debit Card Payment (fixed rate <i>Discount Fee</i> ¹⁶)			2.25%	
Credit/Debit Card Payment (fixed rate <i>Service Fee</i> ¹⁷)				2.70%
Settlement Method:	Aggregate ¹⁸	Direct ¹⁹		
Bluefin P2PE DecrypTX® Service ²⁰ for Enterprise	\$ 0		\$ 0.10	
1 – 15 total devices (per device) ²¹		\$25.00		
16 – 30 total devices (per device) ²¹		\$20.00		
31+ total devices (per device) ²¹		\$15.00		
P2PE Peripherals ²²				
“Countertop” swipe device ²³		Mobile swipe device ²⁴		

[Order Form continued on following page.]

¹⁰ Each hosted service and/or QuikPay instance is configured to Institution specifications without source code customization. Any post-deployment change requests will be billed at the Professional Services rate (\$190/hour).

¹¹ Setup Fees waived in consideration of migration from QuikPay and Tuition Management Systems platforms.

¹² Monthly Fee includes hosting, maintenance, technical support, and release upgrade services.

¹³ Fees apply for both ACH and credit card payments. Per transaction fees assessed to Institution for any Company-initiated/processed transaction, including but not limited to payments, credit card refunds and/or reversals, disbursements, and in-person payments, if applicable.

¹⁴ Assessed to Payer/Responsible Party.

¹⁵ Merchant processing services provided by PaymentSpring for Visa, MasterCard, Discover, and American Express. Merchant card rates are subject to change with thirty (30) days' advance notice resulting from increases by any applicable card association.

¹⁶ Discount Fee charged to Institution (i.e., school-absorbed merchant fee).

¹⁷ Service Fee charged to Payer/Responsible Party; Institution receives 100% of billed amount. All charges to Payer are separate from fees listed above. Service Fees are non-refundable.

¹⁸ Company will typically deposit funds received to the designated Institution bank account in four (4) banking days.

¹⁹ Institution will receive daily batch payments from Visa and MasterCard according to the schedule determined by the respective card association. American Express and Discover will make separate deposits of funds according to processes set forth by the respective card association.

²⁰ DecrypTX Service Transaction Fee indicated is in addition to the per transaction fee(s) assessed to Institution for any applicable payment processing service(s).

²¹ DecrypTX Service Monthly Fee assessed per device and is based on Institution's total number of active P2PE devices across all platforms during a given month (used in conjunction with Company-delivered services). If a device is active at any point during a given month, the Monthly Fee applies.

²² Institution must obtain P2PE peripheral device(s) issued by Company's vendor/distributor. Company will order the number of devices indicated by Institution directly from vendor/distributor on behalf of the Institution.

²³ ID TECH SREDKey 2 (PCI PTS 5.X). Per device cost is approximately \$270, plus shipping and handling; price includes key injection fee.

²⁴ WisePad™ 2. Per device cost is approximately \$185, plus shipping and handling; price includes key injection fee.



ATTACHMENT C (continued)

ORDER FORM
Hosted Business Service

Virginia Community College System

To be implemented: (continued)

Product/Service ¹⁰	Setup Fee ¹¹	Monthly Fee ¹²	Transaction Fee ¹³	Consumer Fee ¹⁴
Enterprise Actively Managed Payment Plan (AMPP) ²⁵	Waived			
AMPP Enrollment Fee (2-6 payments)				\$30.00
AMPP Enrollment Fee (7-12 payments)				\$45.00
Returned/Declined Payment Fee ²⁶				\$30.00
Card Payment Processing ¹⁵ (AMPP)				
Credit/Debit Card Payment (fixed rate <i>Discount Fee</i> ¹⁶)			2.25%	
Credit/Debit Card Payment (fixed rate <i>Service Fee</i> ¹⁷)				2.70%
Settlement Method: Aggregate ¹⁸ Direct ¹⁹				
PeopleSoft Integration Connector ²⁷	Waived	\$ 0		
Student Choice Refunds (with Single Sign-On)	Waived	\$ 200		
Import existing ACH profiles	Waived			
ACH Direct Deposit			\$ 0.35	
ACH Direct Deposit to Debit Card ²⁸			\$ 0.35	
Check			\$ 2.50	
ACH Return ²⁹ (Based on refund method[s] elected above.)			\$ 1.00	
Refunds Fees ³⁰				
Void Check			\$10.00	
Stop Payment			\$25.00	
Copy of Cashed Check			\$15.00	

[Order Form continued on following page.]

²⁵ All associated plan fees are assessed to Payer/Responsible Party (see Consumer Fees); Institution is responsible for applicable credit card discount fees, if any. Institution may elect to assess an additional fee beyond the Company's enrollment fee. The difference between the full amount assessed to the Responsible Party and the Company enrollment fee (funds Collected for Institution or "CFI"), if any, will be processed by the Company and remitted to the Institution.

²⁶ NSF for eCheck or declined card.

²⁷ Integration Annual Maintenance Fee waived in consideration of migration from QuikPay and Tuition Management Systems platforms and Institution's implementation/use of Enterprise ePay. Company work effort in excess of eight (8) hours per year for Connector maintenance and engineering, including future Connector upgrades, if any, will be quoted and billed at the Professional Services rate.

²⁸ Existing reloadable prepaid debit card.

²⁹ ACH Return charge of \$1.00 assessed only in the event Institution elects ACH-only refunds; the ACH Return fee is \$0.00 if paper check refunds option is available to students.

³⁰ Requests for these activities will be initiated by the Institution. Fees will be assessed to the school; these fees are separate from Student Choice Refunds transaction fees listed above and any additional banking costs associated with these activities. Additional fees will apply for special requests, if any (e.g., paper check overnight fee).



ATTACHMENT C (continued)

ORDER FORM
Hosted Business Service

Virginia Community College System

Existing: Current Company-delivered services provided to Institution as of the Effective Date of Agreement, which will be retained on the QuikPay platform.

Product/Service ¹⁰	Setup Fee ¹¹	Monthly Fee ¹²	Transaction Fee ¹³	Consumer Fee ¹⁴
QuikPay® ePay: Workforce Development	Current service	\$ 100		
ePay – ACH Payment			\$ 0.30	
ePay – Credit/Debit Card Payment without Service Fee			\$ 0.30	
ePay – Credit/Debit Card Payment <u>with</u> Service Fee			\$ 0.00	
Card Payment Processing ³¹ (Workforce Development)				
Credit/Debit Card Payment (fixed rate <i>Discount Fee</i> ¹⁶)			2.25%	
Credit/Debit Card Payment (fixed rate <i>Service Fee</i> ³²)				2.70%
Bluefin P2PE DecryptTX® Service ²⁰ for QuikPay	\$ 0		\$ 0.10	
1 – 15 total devices (per device) ²¹		\$25.00		
16 – 30 total devices (per device) ²¹		\$20.00		
31+ total devices (per device) ²¹		\$15.00		
P2PE Peripherals ²²				
Card Swipe device ²³				
Mobile Swipe device ²⁴				

Merchant PCI Validation (✓ box to elect preferred option.)	Setup Fee	Program Fee ³³	Non-Validation Fee ³⁴
Company-provided program (Service Fee)	\$ 0.00	\$ 0.00	\$ 30.00
Company-provided program (Discount Fee)	\$ 0.00	\$ 10.00	\$ 30.00
Institution-provided approved PCI DSS compliance validation documentation	\$ 0.00	\$ 0.00	\$ 30.00

[Order Form continued on following page.]

³¹ Merchant processing services provided by PaymentSpring for Visa, MasterCard, Discover, and American Express. Merchant card rates are subject to change with thirty (30) days' advance notice resulting from increases by any applicable card association. Direct settlement method: Institution will receive daily batch payments from Visa and MasterCard according to the schedule determined by the respective card association. American Express and Discover will make separate deposits of funds according to processes set forth by the respective card association.

³² Service Fee charged to Payer/Responsible Party; Institution receives 100% of billed amount. All charges to Payer are separate from fees listed above. Institution-initiated requests to refund a partial or full amount of the Service Fee for payments processed via QuikPay will incur a \$20 charge per Service Fee refund. Refunding the Service Fee will require all or a portion of the original charge associated with the Service Fee to be credited.

³³ Monthly Program Fee assessed per merchant account (MID).

³⁴ Monthly Non-validation Fee will be assessed per merchant account (MID) if Institution fails to: 1) complete validation within ninety (90) days of enrollment in the Company-provided validation program; 2) provide proof of approved PCI DSS compliance validation within ninety (90) days of notification or request; or 3) remain in compliance.



ATTACHMENT C (continued)

ORDER FORM
Hosted Business Service

Virginia Community College System

The parties agree to the following:

- › Company and VCCS agree, upon completed migration (“go live”) of services to be implemented for the Institution, the most recently executed Institution-specific Order Form will supersede all prior Order Forms for the services indicated.
- › This Order Form reflects the VCCS product/service elections and associated pricing as of the Effective Date of SOW 2 to which this Order Form is attached. This Order Form and the services outlined herein are subject to the terms and conditions of the Agreement, including all amendments and addenda, if any.
- › Any mutually agreeable modification or addition of Service(s) must be on a written and executed Order Form. Any subsequently executed Order Form will be subject to the terms and conditions of the Agreement, and any conflict between Order Forms will be controlled by the later executed Order Form.
- › Pricing outlined in this Order Form is applicable to the product(s)/service(s) and/or feature(s) indicated as of:
 - To be implemented: Their respective Commencement Date(s) for the Institution;
 - Existing services: The first day of the month immediately following the Effective Date of SOW 2.
- › For the avoidance of doubt, nothing in this Order Form will relieve the Institution’s obligation to pay for payment processing (i.e., merchant fees, credit card assessments, or ACH fees) or installation, maintenance, and transaction fees for any other Company-delivered products/services or features the Institution:
 - 1) is currently contracting to use, as outlined in a prior Order Form or existing agreement (the “Nelnet Agreement” or “TMS Contracts”), until such time as those products/services cease (post migration/upon implementation of new services); or
 - 2) may elect to implement in the future.

Company will continue to assess fees and invoice the Institution for currently delivered services, through the effective cessation date for each respective service, according to the prior Order Form or Pricing Schedule outlined in the existing agreement.