

EDUCATIONAL COMPUTER SYSTEMS, INC.

MASTER HOSTED PLATFORM AND SERVICES AGREEMENT

This Master Hosted Platform and Services Agreement (the "Agreement"), effective the 28<sup>th</sup> day of JUNE 2016 (the "Effective Date"), is made by and between Educational Computer Systems, Inc. a Delaware corporation, with an office at [REDACTED] ("ECSI"), and Monmouth University, a four-year not-for-profit private university, with a principal place of business at 400 Cedar Avenue, West Long Branch, NJ 07764 ("Customer"). ECSI and Customer may individually be referred to herein as "Party" or collectively as "Parties".

1. **DEFINITIONS**

- 1.1 **Customer Data** means all information, files, content, figures, images, text, files or other data, including student personal identifiable information, provided to ECSI by Customer or its Users for ECSI's use in connection with the Services. This includes data provided directly to ECSI or through the TouchNet eRefund PLUS.
- 1.2 **ECSI Data** means all ECSI-created information, files, content, figures, images, text, files or other data provided by ECSI to Customer in connection with Customer's or its Users' use of the Hosted Platform or Services.
- 1.3 **Hosted Platform** means ECSI's proprietary loan servicing network and system.
- 1.4 **Personal Identifiable Information** means (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- 1.5 **Services** means ECSI's loan servicing and related fulfillment services, tuition payment plan services, refund disbursement services, tax document services, call center services which operate on the Hosted Platform and other services as may be defined in the Service Order Form. ECSI will provide all or some of the Services to Customer upon execution of a Service Order Form for each Service.
- 1.6 **Service Order Form** means each ECSI ordering document signed by duly authorized representatives of both Parties which identifies the specific Services ordered by Customer from ECSI, sets forth the prices for such Services and contains additional applicable terms and conditions for the specific Services covered by the Service Order Form. Upon execution, each Service Order Form shall become an addendum to this Agreement and shall be incorporated hereto as if set forth expressly herein.
- 1.7 **User** means any Customer employee, consultant, borrower, student or former student who Customer authorizes to access the Hosted Platform. Users authorized by Customer to access the Hosted Platform shall receive passwords either directly from Customer or through ECSI.
- 1.8 **Terms of Use** means the terms and conditions governing Customer's and Customer's Users' use of the Hosted Platform, found at [http://www.ecsi.net/contract/web\\_tou.pdf](http://www.ecsi.net/contract/web_tou.pdf). The Terms of Use are incorporated into this Agreement as if expressly set forth herein. In the event of any substantial modifications to the Terms of Use or Privacy Policy, ECSI shall send Customer the revised Terms of Use and/or Privacy Policy at least thirty (30) days prior to the effective date of such amendment. In the event that Customer does not agree to such amendment, it may terminate this Agreement upon notice to ECSI at least fifteen

(15) days prior to the effective date of such amendment. Upon termination, ECSI shall immediately refund to Customer any prepaid unused fees paid to ECSI.

1.9 **Work Product** means any deliverables, programs, interfaces, modifications, configurations, reports, analyses or documentation developed by ECSI on behalf of Customer and delivered to Customer in the performance of Services.

## 2. SERVICES

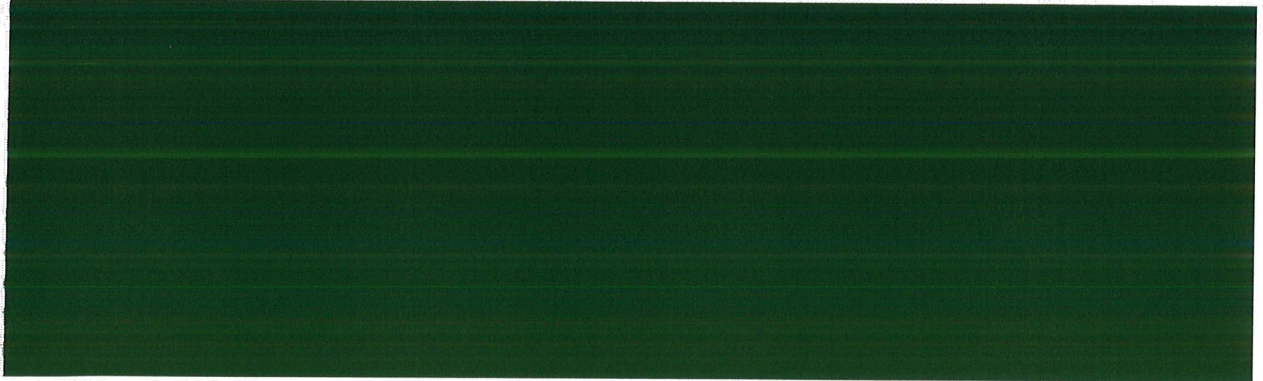
2.1 **Services.** ECSI shall provide Customer with the Services specified on each Service Order Form. Customer acknowledges that the Hosted Platform and the Services are provided in accordance with, and are subject to, the terms and conditions set forth in this Agreement, the applicable Service Order Form, and the Terms of Use. The terms of this Agreement shall control in the event of any conflict between the terms and conditions set forth in any Service Order Form or the Terms of Use, unless the conflicting document expressly provides that the terms contained therein supersede the specific provisions of this Agreement.

2.2 **Implementation.** Any customization services shall be negotiated in a Professional Services Agreement, as provided under Section 10.2.

2.3 Reserved.

2.4 **Input.** Customer shall be solely responsible for the input, transmission, or delivery to and from ECSI and the Hosted Platform of all information and data required by ECSI to perform the Services unless Customer has retained ECSI to handle such responsibilities, as specifically set forth in any Service Order Form. The information and data shall be provided in a format and manner approved by ECSI, subject to reasonable and customary standards. Customer shall be responsible for the authenticity and accuracy of all information and data submitted to ECSI.

2.5



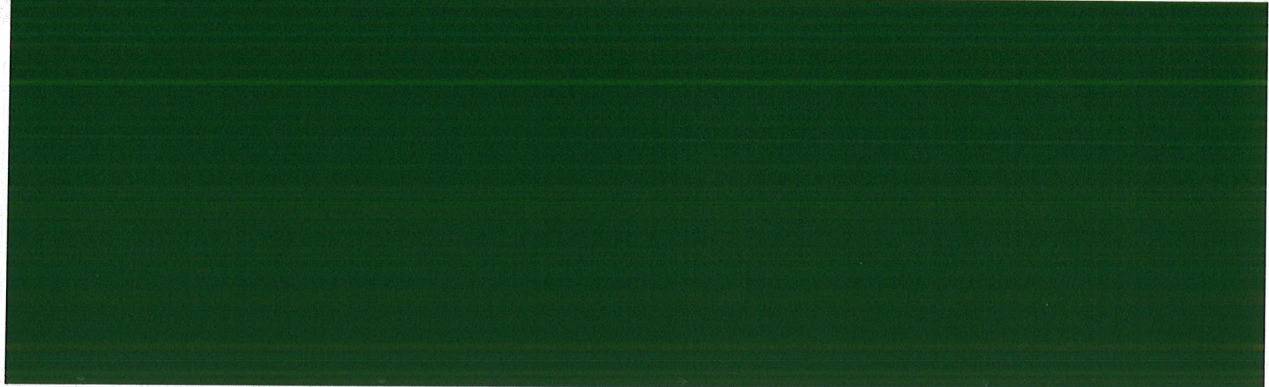
2.6 **Consent to Call Cell Phones.** Customer warrants that Customer (initial appropriately) \_\_\_\_\_ HAS or   X   HAS NOT, at the time of the transaction that lead to the obligation, obtained express consent from students/borrowers to contact the borrowers' cellular telephone numbers via automated telephone dialing equipment and/or to leave an automated and/or pre-recorded voice or text message. ECSI acknowledges and agrees that it shall comply with the Telephone Consumer Protection Act and must obtain students/borrowers consent prior to utilizing autodialing/prerecorded messages.

2.7 **Subcontracting.** To the extent ECSI subcontracts a portion of the Services to a subcontractor, ECSI shall ensure that such subcontractor complies with the terms and conditions of this Agreement and shall be responsible for the performance of any such subcontractor.



3. FEES; PAYMENT TERMS

3.1



3.2 **Taxes.** Customer shall be solely and exclusively responsible for the payment of applicable required federal, state and local taxes arising from or relating to the Services, except for taxes related to the net income of ECSI and any taxes or obligations imposed upon ECSI under federal, state and local wage laws. Notwithstanding anything to the contrary in the foregoing, Client shall not be responsible for any such taxes or levies if Client provides ECSI with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.3 **Set-Off and ECSI Security Interest.** In the event of any failure by Customer to make any undisputed payment to ECSI as required under this Agreement ECSI shall have all rights and remedies available at law or in equity. Without limiting the generality of the foregoing, Customer grants to ECSI a contractual security interest in, and acknowledges that ECSI shall have a contractual and statutory right of setoff against, any of Customer's funds held by ECSI, or that come into the possession of ECSI through this Agreement provided that ECSI sends Customer prior written notice before applying a setoff against Customer's funds held by ECSI.

3.4 **Other ECSI Remedies.** In the event Customer is more than thirty (30) days late on any undisputed payment due hereunder, ECSI reserves the right, in its sole and absolute discretion, to suspend providing the Services and Customer agrees that ECSI may suspend Customer's access to the Hosted Platform or Services for such non-payment, without having to terminate this Agreement or a Service Order Form. Upon such suspension, Customer shall still be liable for all payments that have accrued prior to the date of suspension and that will accrue throughout the remainder of the term, as if the Agreement or Service Order Form had been terminated pursuant to Section 4.2. ECSI will not be obligated to restore access to the Services until Customer has paid all undisputed fees owed to ECSI.

4. TERM

4.1



4.2 **Termination.**

4.2.1. **Breach.** In the event of a material breach of this Agreement or of the terms of a Service Order Form or the attached Data Security Addendum that is not cured within 30 days after receipt of written notice by the non-breaching Party, the non-breaching Party may immediately terminate this Agreement or the Service Order Form forming the contractual basis for the breach effective upon the breaching party's receipt of the written notice of termination. Termination of a Service Order Form shall not be deemed a termination of this Agreement unless there is only one Service Order Form in effect at the

time of termination of that Service Order Form. Termination of this Agreement shall, however, terminate all outstanding Service Order Forms. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Service Order Form, including, but not limited to, the rights and obligations contained Sections 3.3, 4.3, 5, 6, 7, 8, 9, and 10.

4.2.2. **Termination Pursuant to Federal Regulation 34 CFR, Part 668.** Notwithstanding anything to the contrary in this Agreement, Customer may terminate the Service Order Form for eRefunds PLUS and if there are no other service order forms in effect Customer may terminate this Agreement effective upon written notice to ECSI in the event Customer, in its sole discretion, reasonably believes that ECSI has violated any provision under the Cash Management Rules or any applicable section of 34 CFR, Part 668. In addition, Customer may terminate this Agreement or any applicable Service Order Form effective upon written notice to ECSI if its receives numerous material and validated complaints from students/customers or in the event Customer determines that the fees assessed under the TI arrangement are not consistent with or are higher than prevailing market rates (34 CFR, Part 668, Subpart K).

4.3 **Effect of Termination.** Upon any termination or expiration of this Agreement or any applicable Service Order Form ECSI shall no longer provide the applicable Services to Customer and Customer shall cease and cause its Users to cease using the Services. Upon ECSI's termination of this Agreement or any applicable Service Order Form due to Customer's uncured breach, and in addition to any and all other remedies ECSI may have for such breach at law or in equity: (i) Customer shall pay all fees and expenses that accrued prior to the termination date and; (ii) as liquidated damages and not as a penalty, Customer shall immediately pay ECSI for all fees and expenses that would have accrued through the end of the term of the terminated Service Order Form(s) had it not been so terminated. Upon Customer's termination of this Agreement or any applicable Service Order Form due to Section 4.2.2 of this Agreement or due to ECSI's uncured breach, and in addition to any and all other remedies Customer may have for such breach at law or in equity: ECSI shall immediately refund to Customer any prepaid unused fees paid to ECSI.

## **5. DATA OWNERSHIP; USE OF DATA**

- 5.1 **Customer Data.** Customer retains ownership of all right, title and interest in and to all Customer Data and all reports generated by Customer's use of the Hosted Platform or Services. During the term of this Agreement, Customer hereby grants to ECSI a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 10.12), royalty-free right to use, display, modify, transmit, and distribute the Customer Data solely in connection with providing the Services to Customer.
- 5.2 **ECSI Data.** ECSI retains ownership of all right, title and interest in and to all ECSI Data. During the term of this Agreement, ECSI grants to Customer a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 10.12), royalty-free right to use, display, modify, transmit, and distribute the ECSI Data solely in connection with Customer's permitted use of the Hosted Platform or Services.
- 5.3 **Work Product.** Customer will have a non-exclusive, non-transferable license to use any Work Product developed by ECSI in the performance of the Services and delivered to Customer, upon Customer's payment in full of all amounts due hereunder, solely for Customer's internal use. ECSI retains ownership of all information, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement and all Work Product compiled or developed by ECSI in the performance of this Agreement. ECSI may utilize any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by it while providing the Services and may incorporate the Work Product in future releases of any of its products or services.



#### 5.4 Customer Obligations.

5.4.1. Neither Customer nor its Users shall use the Services or access the Hosted Platform to:

- i. send, upload or otherwise transmit any Customer Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- ii. harm minors in any way;
- iii. impersonate any other person or entity;
- iv. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Customer Data transmitted through the Services;
- v. upload, download, use, transmit, display or distribute any data that Customer does not have a right to use or transmit under any law or under contractual relationships;
- vi. upload, download, use, transmit, display or distribute any Customer Data that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person;
- vii. upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- viii. interfere with or disrupt the Hosted Platform, the Services or networks connected to the Services;

5.4.2. Neither Customer nor its Users shall:

- i. provide ECSI with inaccurate accounts for the Services, including misinformation regarding whether any such accounts have been discharged in bankruptcy prior to transmission to ECSI;
- ii. violate any applicable law or regulation, including, but not limited to, regulations promulgated by the Federal Communications Commission, Federal Trade Commission and the U.S. Securities and Exchange Commission and any rules of any securities exchange, and laws regarding the export of technical data; or
- iii. access or disclose Personal Identifiable Information or educational records (as that phrase is defined by the Family Educational Rights and Privacy Act of 1974) about a User, without legal authority to access or make such disclosure.

5.4.4. ECSI, at its own discretion, and upon prior written notice to Customer, may immediately disable Customer's access to the Services or remove all or a portion of the Customer Data, without refund, if ECSI believes in its sole discretion that Customer or any of its Users have violated any of the provisions set forth in this 5.4. In the event it is later determined there was no violation of any of the provisions set forth in this 5.4, ECSI shall refund Customer any fees lost as a result of such disabling of access or removal of Customer Data.

## 6. CONFIDENTIALITY

6.1 **Confidential Information.** "Confidential Information" means all information provided to a Party (the "Receiving Party") by the other Party (the "Disclosing Party") that is designated in writing as proprietary

warrant that it will be able to correct defects in the Services reported by Customer. ECSI makes no warranty regarding features or services provided by third parties. The remedies set out in this subsection shall only apply if the applicable Services have been utilized by Customer in accordance with the Service Order Form(s), the Terms of Use, this Agreement and applicable law.

**7.2 NO OTHER WARRANTY.** ECSI DOES NOT REPRESENT THAT THE LOAN PROCESSING SERVICES OR USE OF THE HOSTED PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR WILL MEET CUSTOMER'S OR ANY USER'S REQUIREMENTS. ECSI DOES NOT REPRESENT THAT THE OVERALL SYSTEM THAT MAKES THE HOSTED PLATFORM OR THE LOAN PROCESSING SERVICES AVAILABLE (INCLUDING, BUT NOT LIMITED TO, THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 7.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES OFFERED BY ECSI THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE HOSTED PLATFORM AND LOAN PROCESSING SERVICES ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

## **8. INDEMNIFICATION**

**8.1 ECSI Indemnification.** Subject to Section 8.3 below, ECSI will indemnify, defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from a claim, suit, action, or proceeding brought by any third party against Customer (i) directly arising out of ECSI or its subcontractors breach of this Agreement or ECSI or its subcontractors negligence, or willful misconduct; (ii) directly arising out of ECSI's breach of the Data Security Addendum; (iii) directly arising out of injury or death to third persons or any theft or misappropriation of Personal Identifiable Information with respect to students/customers (iv) directly arising out of ECSI or its subcontractors' re-disclosure of Personal Identifiable Information or educational records (as that phrase is defined by the Family Educational Rights and Privacy Act of 1974) to any third party in violation of FERPA; (v) alleging that the use of the Services as permitted hereunder infringes any United States copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations set forth in section (v) are claims to the extent arising from (a) use of the Services in violation of this Agreement or applicable law, (b) use of the Services after ECSI notifies Customer to discontinue use because of an infringement claim, (c) any claim relating to any third party Content or Customer Data or (d) modifications to the Services made other than by ECSI. If the Services are held to infringe, ECSI will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; (b) to replace the Services with non-infringing Services; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Service Order Form and refund to the Customer any prepaid unused fees paid to ECSI for the infringing Services. The rights and remedies granted Customer under this Section 8.1 state ECSI's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

**8.2 Customer Indemnification.** Subject to Section 8.3 below, Customer shall indemnify, defend, and hold ECSI harmless from and against any and all Losses resulting from a claim, suit, action, or proceeding brought by any third party against ECSI that arises out of or results from a claim by a third-party (i)



alleging that the Customer Data, or any use thereof, infringes the intellectual property rights or proprietary rights of others, or has caused harm to a third party, (ii) arising out of Customer's or any User's breach of Section 5.4 above or violation of any applicable law; (iii) arising out of or relating to the unauthorized use of any User login or User password, or unauthorized access to a User's account or account information, including, but not limited to, any violations of privacy laws, regulations and guidelines; or (iv) arising out of or relating to ECSI's provision of access of Personal Identifiable Information or educational records (as that phrase is defined by the Family Educational Rights and Privacy Act of 1974) to any third party, including to collection agencies, at Customer's request, except to the extent that such provision of access or re-disclosure results from the negligent acts or omissions or willful misconduct of ECSI or its subcontractors.

8.3 **Indemnification Procedure.** The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost).

## 9. LIMITATION OF LIABILITY.

9.1 **Consequential Damage Waiver.** Neither Party will be liable to the other Party or any third party for loss of profits, or special, indirect, incidental, consequential or exemplary damages, including lost profits and costs, in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages.

9.2 **Limitation of Liability.** EXCEPT AS MAY ARISE SOLELY AND EXCLUSIVELY OUT OF ECSI'S BREACH OF SECTION 6 OR WITH RESPECT TO ECSI'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 8.1, THE TOTAL CUMULATIVE LIABILITY OF ECSI TO CUSTOMER FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ("LOSS") ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO ECSI FOR THE SERVICES DURING THE TWELVE (12 MONTH PERIOD IMMEDIATELY PRECEDING THE LOSS. THE PROVISIONS OF THIS SECTION ALLOCATE RISKS BETWEEN THE PARTIES AND THE PRICING OFFERED TO CUSTOMER FOR THE SERVICES REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

## 10. GENERAL PROVISIONS

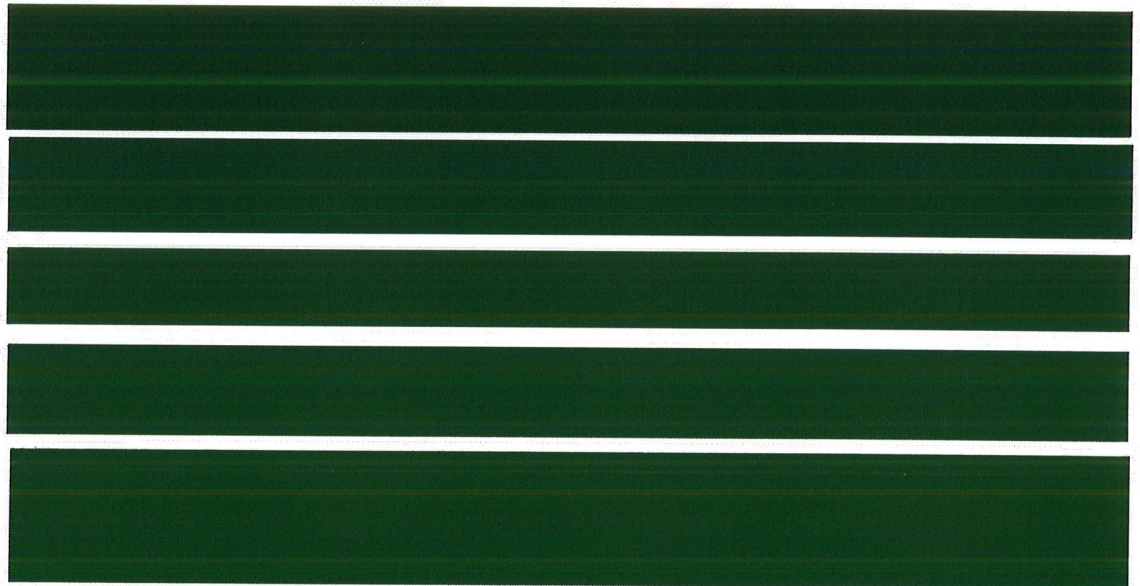
10.1 **Piggyback Provision.** Customer may permit other state institutions to contract with ECSI under the same terms and conditions as this Agreement, provided that each such institution seeking to exercise this right shall separately agree in writing to the terms and conditions of this Agreement.

10.2





- 10.3 **Migration Assistance.** Upon request of Customer, ECSI may assist Customer in migrating from ECSI, as set forth in any applicable Service Order Form.
- 10.4 **Recruitment of Employees.** Neither Party shall, without the other Party's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee (as defined herein) while such person is employed by such other Party and for the 12-month period starting on the earlier of: (i) termination of such Restricted Employee's employment with such other Party, or (ii) termination or expiration of this Agreement. "Restricted Employee" means any current employee of such other Party and, in addition with respect to ECSI, any former employee of ECSI who was involved in providing the Services to Customer. Notwithstanding anything to the contrary in the foregoing, the provisions of this paragraph shall not restrict or preclude a Party from hiring any person as a result of the use of an independent employment agency (so long as the agency was not directed by such party to solicit such person) or as the result of the use of a general solicitation (such as an advertisement) not specifically directed to employees of the other Party.
- 10.5 **Governing Law.** This Agreement shall be construed and governed by the laws of the State of New Jersey without regard to legal principles related to conflict of laws.
- 10.6 **Jurisdiction & Venue.** Any suit, action or proceeding (collectively "action") arising out of or relating to this Agreement shall be brought only in the Superior Court of the State of New Jersey in the County of Mercer, New Jersey, or the United States District Court for the district of New Jersey and Customer hereby agrees and consents to the personal and exclusive jurisdiction of said courts over it as to all such actions, and Customer further waives any claim that such action is brought in an improper or inconvenient forum. In any such action, the Parties waive trial by jury.
- 10.7 **Insurance.** During the term of this Agreement, ECSI, will keep in force the following insurance at its expense:



(vi) Prior to commencement of services, ECSI will provide to Customer a Certificate of Insurance demonstrating its conformance with this Section 11.7 and where applicable, the policies will provide for thirty (30) days advance written notice to



or confidential or which a reasonable person familiar with the Disclosing Party's business and the industry in which it operates ought to know is of a confidential or proprietary nature. Confidential Information includes, but is not limited to, the terms and pricing of this Agreement, any internal processes, and all personal information of any Users, including, but not limited to, names, addresses, telephone numbers, email addresses, account numbers, personal data, and demographic, financial, and transaction information.

- 6.2 **Non-Disclosure of Confidential Information.** During the term of this Agreement and for a period of seven (7) years following termination or expiration of this Agreement, and except as otherwise set forth in Sections 6.3 and 6.4, the Receiving Party shall only use the Disclosing Party's Confidential Information for the purpose for which it was disclosed and shall not disclose such Confidential Information to any third party, except as required to perform under this Agreement or Service Order Form. The Receiving Party shall protect the Disclosing Party's Confidential Information in the same manner it protects its own confidential information, but in no event shall it protect the Disclosing Party's Confidential Information with less than commercially reasonable care. The Receiving Party shall only provide Confidential Information of the Disclosing Party to those of the Disclosing Party's employees, agents or business partners who have a need to know such Confidential Information in the course of the performance of their job duties and who are bound by a contractual duty of confidentiality no less protective than the Receiving Party's duties of confidentiality hereunder.
- 6.3 **Exclusions.** Notwithstanding the foregoing, Confidential Information will not include information that (i) was previously known free of any obligation to keep it confidential as evidenced by competent proof thereof; (ii) is or becomes publicly available, by other than unauthorized disclosure; (iii) is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement; (iv) is approved for release by prior written approval of the Disclosing Party; or (v) is otherwise required by law, legal process or government regulation, provided that it gives the Disclosing Party reasonable prior written notice to permit the Disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.
- 6.4 **Return and Retention of Confidential Information.** Upon termination of this Agreement, Customer shall promptly return or destroy all Confidential Information of ECSI in its possession. Upon termination of this Agreement, ECSI shall retain all Customer Data and other documents relative to this Agreement for the current fiscal year, plus seven (7) years after final payment for purposes of governmental audit.
- 6.5 **No Adequate Remedy at Law.** The Parties acknowledge and agree that due to the unique nature of the Confidential Information, there may be no adequate remedy at law for any breach of the obligations of confidentiality in this Section 6. The Parties further acknowledge that any such breach may result in irreparable harm, and therefore, that upon any such breach or any threat thereof, a Party shall be entitled to seek appropriate equitable relief, including but not limited to injunction, in addition to whatever remedies it may have at law. In the event a Party should seek an injunction or other equitable relief, the other Party hereby waives any requirement for the submission of proof of the economic value of any Confidential Information or the posting of a bond or any other security.

## **7. LIMITED WARRANTY**

- 7.1 **Warranty and Remedy.** ECSI warrants that the Services will be performed by ECSI in a timely and professional manner. ECSI further warrants that the Services will be performed in all material respects to the functions described in Service Order Form and, if notified by Customer within fifteen (15) days of the performance of the Services that the Services are not functioning as intended, ECSI will use its best efforts to make the Services function as intended at no additional cost to Customer. ECSI does not

Customer prior to any cancellation of coverage. The Certificate of Insurance shall be sent to: [REDACTED]

- 10.8 **Reserved.**
- 10.9 **Entire Agreement.** This Agreement along with the Service Order Form(s), Terms of Use and attached Data Security Addendum constitute the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral.
- 10.10 **Amendments.** This Agreement, any Service Order Form(s) and the Data Security Addendum shall not be modified except by written amendment signed by each of the Parties.
- 10.11 **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
- 10.12 **No Waiver of Rights.** Any failure of either party to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.
- 10.13 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. A facsimile or scanned version of an original signature transmitted to the other Party is effective as if the original was sent to the other Party.
- 10.14 **Assignment.** This Agreement shall be binding upon and for the benefit of ECSI, Customer and their permitted successors and assigns. Either Party may assign this Agreement, all Service Order Form(s) and the Data Security Addendum as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Except for ECSI's use of subcontractors, neither Party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void. ECSI shall ensure that its subcontractors comply with the terms of this Agreement, all Service Order Forms, and the Data Security Addendum.
- 10.15 **Relationship of the Parties.** ECSI and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.
- 10.16 **Publicity.** Upon Customer's written consent, ECSI may use Customer's name and may disclose that Customer is a customer of the ECSI Services in ECSI advertising, press, promotion and similar public disclosures, including, but not limited to, at trade shows and similar events. Upon Customer's written consent, Customer grants ECSI a non-exclusive license during the term of this Agreement to list Customer's name and display Customer's logo in the customer section of ECSI's website, in its customer



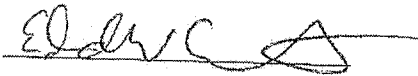
IN WITNESS WHEREOF, ECSI and Customer have caused this Master Hosted Platform and Services Agreement to be signed and delivered by their duly authorized representatives to be effective as of the Effective Date.

Customer: Monmouth University

By: 

Name: William G. Craig


Title: Vice President for Finance

By: 

Name: Edward W. Christensen, Ph.D.

Title: Vice President for Information Management

Educational Computer Systems, Inc.

By:  6-28-16

Name: Gary T. Jenkins

Title: Director of Finance + Banking

## Terms of Use for the ECSI Hosted Platform

Last Updated May 1, 2013

These Terms of Use ("Terms of Use") establish the terms and conditions under which Educational Computer Systems, Inc. ("ECSI") will provide access to the Hosted Platform (as defined below) to those customers (each a "Customer") who have executed the Educational Computer Systems, Inc. Master Hosted Platform and Services Agreement (the "Agreement"). These Terms of Use are incorporated by reference into the Agreement and are made an integral part thereof. Provision of the Hosted Platform shall constitute one of the Services provided by ECSI under the Agreement. With respect to Customer's access or use of Hosted Platform and Customer's access to the Hosted Platform, any conflict between the terms and conditions set forth in these Terms of Use and the Agreement shall be controlled by the terms and conditions set forth in these Terms of Use. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement. ECSI reserves the right to amend these Terms of Use by posting a revised set of Terms of Use on this site. These Terms of Use were last revised on the date set forth above. If Customer uses the Hosted Platform after an amended Terms of Use has been posted, Customer will be deemed to have agreed to such amended Terms of Use. Customer should periodically visit this page to view the most recent Terms of Use.

1. **Hosted Platform.** Subject to the terms and conditions of these Terms of Use and the Agreement, ECSI or its subcontractors will provide Customer with access to its proprietary loan servicing network and system (the "Hosted Platform"). DSL, cable or another high speed Internet connection is required for Customer to properly access the Hosted Platform. Customer and its Users are responsible for procuring and maintaining the network connections that connect the Customer network or User to the Hosted Platform, including, but not limited to, "browser" software that supports protocol used by ECSI, including Secure Socket Layer protocol or other protocols accepted by ECSI, and for following logon procedures for services that support such protocols. ECSI assumes no responsibility for the reliability or performance of any connections as described in this Section. Customer shall not attempt to access any other of ECSI's systems, programs or data that are not made available for public use in connection with the Hosted Platform.
2. **ECSI Technology and Hosted Materials.** "ECSI Technology" means all of ECSI's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer or its Users by ECSI in providing the Hosted Platform. "Hosted Materials" means the documentation and all other information developed or provided by ECSI or its suppliers under the Agreement to Customer or its Users or made available by ECSI to Customer or its Users in the course of using the Hosted Platform.
3. **Provision of ECSI Technology and Hosted Materials.** As part of its provision of the Services to Customer, ECSI shall operate and support the Hosted Platform and hosted environment, including, without limitation, the ECSI Technology, all applicable server hardware, disk storage, server operating systems, management programs, web server programs, and Hosted Materials.
4. **Downtime.** Subject to these Terms of Use and the Agreement, ECSI shall use commercially reasonable efforts to provide the Hosted Platform twenty-four (24) hours a day, seven (7) days a week throughout the term of the applicable Service Order Form for the Services. Customer agrees that from time to time the Hosted Platform may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which ECSI may undertake from time to

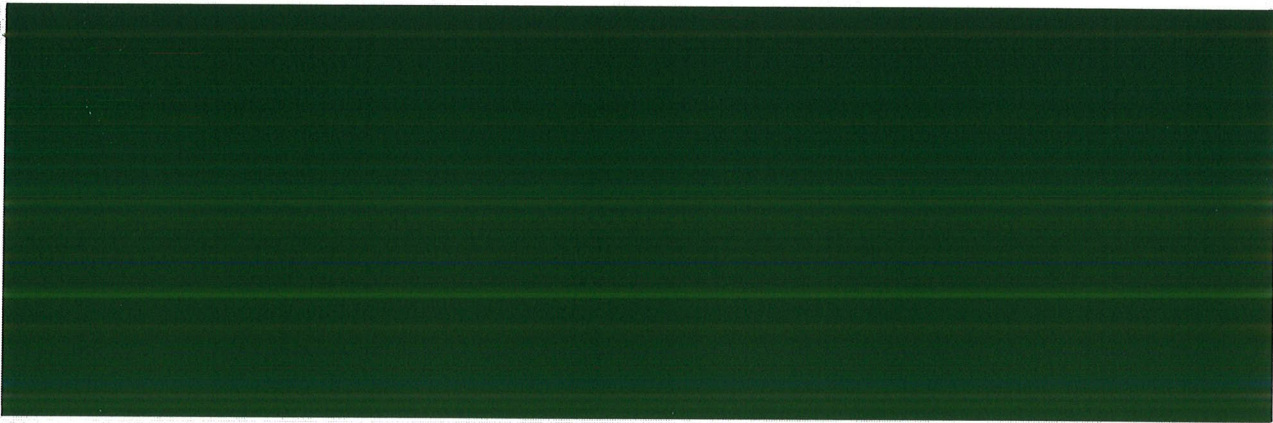
time; or (iii) causes beyond the control of ECSI or which are not reasonably foreseeable by ECSI, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). ECSI shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Customer in the event of any scheduled Downtime. ECSI shall have no obligation during performance of such operations to mirror Customer Data on any other server or to transfer Customer Data to any other server. ECSI shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Hosted Platform in connection with Downtime, whether scheduled or not.

5. **License Grant/Restrictions.** Customer and its Users shall have a non-exclusive license to access the Hosted Platform solely for use of the Services. Customer and its Users are solely responsible for all activities conducted under Customer's User logins and passwords and for its Users' compliance with this Agreement and all applicable laws. Unauthorized use, resale or commercial exploitation of the Hosted Platform in any way is expressly prohibited. Without ECSI's express prior written consent in each instance, Customer shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Hosted Materials, including the ECSI Technology, or access the Hosted Platform in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Hosted Platform. Except as expressly permitted in this Agreement, Customer shall not copy, license, sell, transfer, make available, lease, time-share, distribute, or assign this license, the Hosted Platform or the Hosted Materials to any third-party. Customer shall not use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Hosted Platform. Customer also agrees to be bound by any further restrictions set forth on the Service Order Form. All rights not expressly granted to Customer are reserved by ECSI and its licensors. There are no implied rights. In addition to ECSI's other remedies hereunder, ECSI reserves the right upon notice to Customer to terminate any User's right to access the Hosted Platform if such User has violated any of the restrictions contained in these Terms of Use or the Agreement.
6. **Ownership.** Customer acknowledges and agrees that (i) as between ECSI and Customer, all right, title and interest in and to the Hosted Platform, the Hosted Materials, including the ECSI Technology and all derivatives thereof (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) are and shall remain ECSI's or its licensors', and ECSI in no way conveys any right or interest in the Hosted Materials, the ECSI Technology or the Hosted Platform other than a limited license to use them in accordance herewith, and (ii) the Hosted Materials, the ECSI Technology and the Hosted Platform are works protected by copyright, trade secret, and other proprietary rights and laws. The ECSI name, the ECSI logo, the ECSI name, ECSI logo, and the product names associated with the Hosted Platform are trademarks of ECSI or third parties, and no right or license is granted to use them. Customer shall not remove any ECSI or ECSI trademark or logo from the Hosted Platform (without ECSI's consent and only upon the payment of additional fees to ECSI).
7. ECSI's privacy policy, found at <http://www.heartlandpaymentsystems.com/Privacy-Policy>, explains how ECSI collects and uses (i) Customer Data submitted by Customer or Customer's employees or agents; or (2) about Customer or Customer's employees or agents through technological means. Access or use of the Hosted Platform is subject to the ECSI's privacy policy.



lists, and as necessary to white-label any ECSI Services as requested by Customer

- 10.17 **Section Headings; Interpretation.** All section headings contained herein are for descriptive purposes only, and the language of such section shall control. All references to the plural herein shall also mean the singular and the singular shall also mean the plural unless the context otherwise requires.
- 10.18 **Force Majeure.** Other than with respect to any payment or confidentiality obligation, neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including, but not limited to, work stoppages, fires, civil disobedience, earthquakes, floods, acts of God and similar occurrences. If a force majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and its expected duration and use its best efforts to mitigate its effects and perform hereunder.
- 10.19 **Higher Education Act.** ECSI and Customer agree to comply with the applicable statutory provisions of 34 CFR 668, including but not limited to the provisions applicable to Title IV of the Higher Education Act as set forth in 34 CFR 668.25, as well as the applicable provisions of the Cash Management Rules, 34 CFR 668.161 et. al.
- 10.20 **Non-Discrimination.** In its performance of this Agreement, ECSI warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, marital status, national origin or other legally protected classes.
- 10.21 **Notices.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the Party set forth in the first sentence of this Agreement. Either Party may change its address by giving written notice of such change to the other Party. Copies of Notices sent to Customer shall also be sent to: Office of the General Counsel, Monmouth University, 400 Cedar Avenue, West Long Branch, New Jersey 07764.
- 10.22 **Non-Solicitation.** Each Party acknowledges that the other Party's employees are valuable business assets, and each Party agrees that during the Term of this Agreement and for a period of twelve months after termination, it shall not (for itself or for any third party) solicit any employee of such Party (each, a "Protected Individual") to terminate his or her employment with the other Party. Notwithstanding the foregoing, the provisions of this paragraph shall not restrict or preclude a Party from making generalized searches for employees by the use of advertisements in the media or by engaging search firms to engage in searches that are not targeted or focused on the Protected Individuals, or from employing any Protected Individual whose employment was terminated by a Party, or voluntarily terminated by such employee at least six month prior to the hiring of such Protected Individual.
- 10.23 **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.

8. **Handling of Customer Data Upon Termination.** Customer agrees that following termination of the Agreement or the Service Order Form(s), ECSI may immediately deactivate Customer's and its Users' access to the Hosted Platform and that following a reasonable period of not less than thirty (30) days shall be entitled to delete Customer's account from ECSI's "live" site. ECSI agrees to retain Customer Data and other documents relative to this Agreement for the current fiscal year, plus seven (7) years after final payment. Customer, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period, during normal working hours upon reasonable advance written notice to ECSI.
9. **Federal Government End User Provisions.** If Customer is the U.S. Federal Government, ECSI provides the Hosted Platform, including related Hosted Materials and ECSI Technology, in accordance with the following: Government technical data and software rights related to the Hosted Platform include only those rights customarily provided to the public as defined in these Terms of Use and the Agreement. This customary license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with ECSI to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.
10. 
11. **Transmission of Data.** Customer understands that the technical processing and transmission of Customer's electronic communications is fundamentally necessary to Customer's use of the Hosted Platform. Customer expressly consents to ECSI's interception and storage of electronic communications and/or Customer Data, and Customer acknowledges and understands that Customer's electronic communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by ECSI. Customer acknowledges and understands that changes to Customer's electronic communications may occur (including but not limited to encryption and compression) in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Customer agrees that ECSI is not responsible for any electronic communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks including, but not

limited to, the Internet and Customer's local network. Customer acknowledges and agrees that all email messages sent through use of the Hosted Platform may not be received by their intended recipients.

12. **Modifications to Hosted Platform.** ECSI may make modifications to the Hosted Platform or particular components of the Hosted Platform from time to time provided that such modifications do not materially degrade any functionality or features of the Hosted Platform and ECSI will use commercially reasonable efforts to notify Customer of any material modifications.
13. **Suspension for Ongoing Harm.** Customer agrees that, upon reasonably contemporaneous notice (which may be made by email or telephone), ECSI may suspend Customer's access to the Hosted Platform if ECSI reasonably concludes that the Hosted Platform is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of the Hosted Platform is causing immediate, material and ongoing harm to ECSI or others. In the extraordinary event that ECSI suspends Customer's access to the Hosted Platform, ECSI will use commercially reasonable efforts to limit the suspension to the offending portion of the Hosted Platform and resolve the issues causing the suspension of Hosted Platform. Customer agrees that ECSI shall not be liable to Customer, Customer's Users, or to any third party for any suspension of access to the Hosted Platform under such circumstances as described in this Section 13.



ADDENDUM A

Pursuant to Federal Regulation 34 CFR, Part 668, ECSI agrees to:

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

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

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

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



Service Order Form Number: \_\_\_\_\_

**THIS SERVICE ORDER FORM NUMBER 1** is made as an addendum to the Educational Computer Systems, Inc. Master Hosted Platform and Services Agreement, dated June 28, 2016, by and between Educational Computer Systems, Inc., a Delaware corporation, with an office at \_\_\_\_\_ (“ECSI”), and Monmouth University, a four-year not-for-profit private university, with a principal place of business at 400 Cedar Avenue, West Long Branch, NJ 07764 (“Customer”). ECSI and Customer may individually be referred to herein as “Party” or collectively as “Parties”.

I. Customer wishes to engage ECSI to operate and manage its funds disbursement program (“eRefunds PLUS”). eRefunds PLUS may include, but is not limited to, the disbursement of financial aid, college refunds, and other types of payments.

ECSI will operate and manage Customer’s funds disbursement program under the following terms:

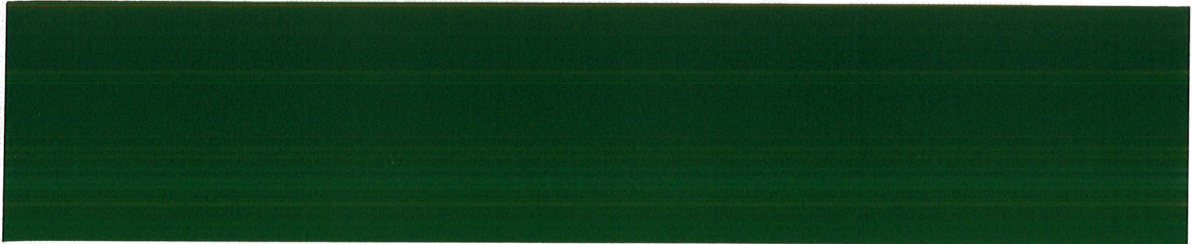
1. ECSI and Customer agree to offer Customer’s students one or more of the following choices of payment method as checked:

- Direct deposit via ACH to a bank account
- Direct deposit via ACH to a student checking account (“Checking Account”) offered by ECSI’s bank partner (“Bank Partner”)
- Paper Check via first class US Mail

- a. Demographic and personal information required for each user account will be provided to ECSI by Customer in accordance with 34 CFR 668.161 et. al. The required data will be refreshed to keep Customer’s and ECSI’s records synchronized.
- b. Customer agrees to include a statement in its disclosure(s) to students that it will share student data with ECSI for the purpose of facilitating disbursements.
- c. If the Checking Account option is selected, Customer agrees that ECSI may share required data with its Bank Partner and its affiliates, for the purpose of marketing the Checking Account to students. At the time which a student is provided a choice of disbursement methods, ECSI will disclose the terms and fees of the Checking Account option. Students who choose the Checking Account option will be required to consent to ECSI sharing their required data with Bank Partner, prior to being directed to Bank Partner’s website to apply for a Checking Account. Students who Bank Partner approves for a Checking Account will receive a check card (a debit card) from Bank Partner in the mail. Future disbursement will be deposited to the Checking Account and can be accessed with the check card.

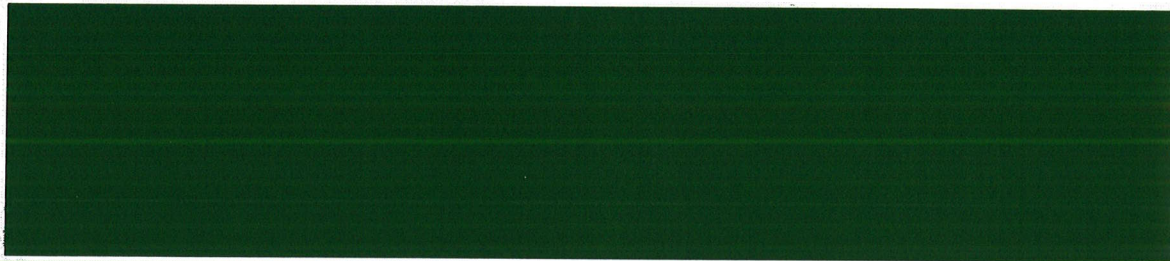
2. If Customer elects to offer its students the Checking Account choice, and ECSI, its Bank Partner, and Customer agree to place one automated teller machine (ATM) on campus, the terms and conditions for such placement and operation are as follows:

A.

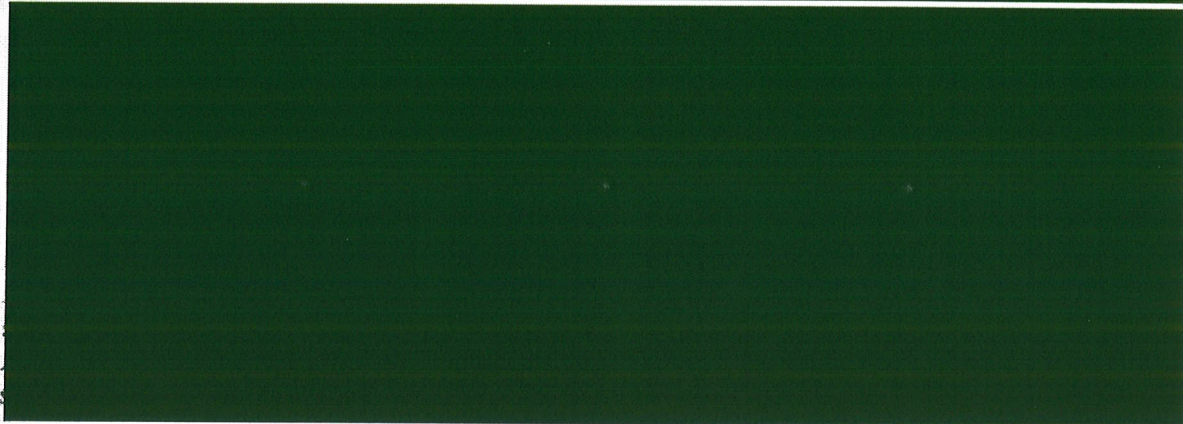




B.



C.



- D. Customer shall provide ECSI with Customer's schedule of disbursements planned for the upcoming school term. Schedule will show estimated date, total dollar amount, and item count for each day where the planned disbursement totals more than \$50,000. Customer shall provide the schedule to ECSI no less than forty-five (45) days in advance of such disbursement. ECSI shall provide the schedule to its Bank Partner who manages the ATM cash supply in accordance to Customer's schedule.
- E. Customer shall not receive any payment for the ATM being located on campus, nor shall Customer receive any transactional revenues. The primary purpose of the machine is to assist Customer in the disbursement of financial aid and other disbursements in compliance with Title IV Rules.

**2. eRefunds PLUS Fees.**

Customer shall pay ECSI per the fee schedule below.

Service Description	Billed Per	Fee / Cost	Comments
[Redacted]	[Redacted]	[Redacted]	
[Redacted]	[Redacted]	[Redacted]	
[Redacted]	[Redacted]	[Redacted]	
[Redacted]	[Redacted]	[Redacted]	
[Redacted]	[Redacted]	[Redacted]	
[Redacted]	[Redacted]	[Redacted]	[Redacted]



3.



4. **Implementation.** The implementation of Services shall be governed by the agreement between Customer and TouchNet.

5. **Additional Terms and Conditions.**

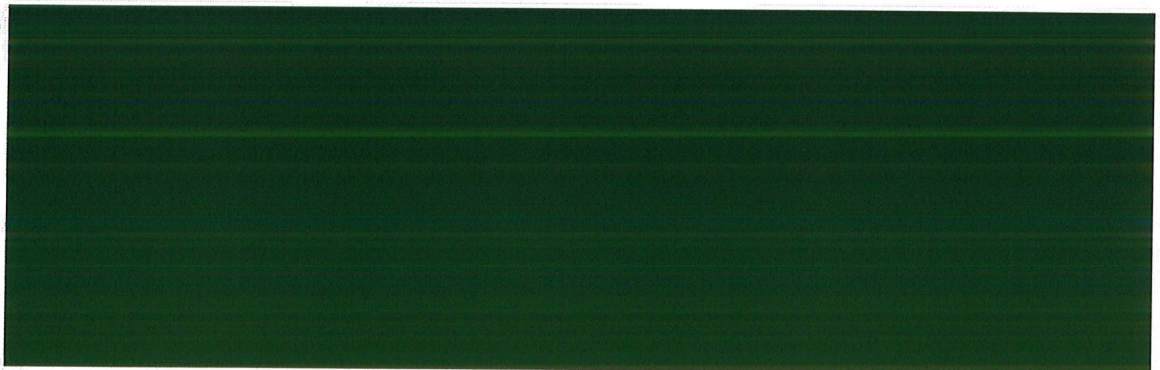
I. **Additional Provisions.** Any services provided pursuant to this Agreement are subject to the following terms and conditions:

a) Reserved.

b) **Entries.** All ACH entries initiated by ECSI for the purpose of funding the Customer's total disbursements ("Funding") and all ACH entries sent by ECSI on behalf of Customer for the disbursement of financial aid, college refunds and other types of payments to students ("Disbursements") must comply with the requirements set forth in the NACHA Rules and not be in violation of the laws of the United States.

c) **Refunds** means the disbursement of financial aid, college refunds, and all other types of payments in the payment method to students as direct deposit via ACH to a bank account, direct deposit via ACH to a Checking Account offered by Bank Partner, or paper check via first class US Mail.

d)



e) **Cutoff Times.** Transactions made through ECSI's disbursement service shall be considered received by ECSI in accordance with applicable cutoff times and Business Days as amended from time to time. A reasonable effort will be made by ECSI to notify Customer prior to any changes of the cutoff time. ECSI will provide Customer with the cutoff times.

f) **Cancellation and Amendment of Funding and Disbursements.** Customer agrees that it has no right other than the governing rules for ACH to cancel or amend Funding after it has been received by ECSI. ECSI may act on Customer's request for reversal of a Disbursement file pursuant to the Rules; provided, however, ECSI is not liable for interest or losses if such reversal is not effected. To the extent of any law governing Customer, Customer agrees to indemnify, defend, hold harmless and reimburse ECSI for any expenses, losses, claims or

damages ECSI may incur in effecting or attempting to effect any request for the reversal of a Disbursement. ECSI will be entitled to payment from Customer in the amount of any such reversal of an Entry file prior to acting on any such request.

- g) Rejection of Entries. ECSI may reject any Entry with or without cause or prior notice. ECSI will make a reasonable effort to notify Customer of such rejection either electronically, in writing, by telephone, or as otherwise agreed to by Customer and ECSI. ECSI will not be liable to Customer for the rejection of the Entry, for the non-receipt of a notice, or for the failure to give notice of rejection at an earlier time than provided for herein.
- h) Notice of Returned Entries. ECSI will notify Customer either electronically, in writing, by telephone, or as otherwise agreed to of the receipt of an Entry returned no later than one business day after receipt of the returned Entry. ECSI has no other obligation with respect to a returned Entry.
- i) Notices and Statements. ECSI is not required to and may not provide any notice of receipt, transmittal or debiting of Disbursements. Disbursements and other debits and credits to the accounts will be reflected in the [REDACTED]
- j) ACH (Automated Clearing House) Reversals. This Agreement requires Customer as the Originator of reversing entries to provide ECSI with notice (the "Reversing Notice") and the reason for the transmission of a reversing Disbursement to the Receiver's account. In the event that Customer is required to provide a Reversing Notice, Customer agrees to provide the Reversing Notice no later than the settlement date of the reversing Disbursement.

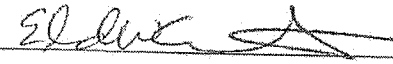
IN WITNESS WHEREOF, ECSI and Customer have caused this Service Order Form to be signed and delivered by their duly authorized representatives to be effective as of the Service Order Form Effective Date.

Customer: Monmouth University

By: 

Printed Name: William G. Craig

Title: Vice President for Finance

By: 

Printed Name: Edward W. Christensen, Ph.D.

Title: V.P. for Information Management

Educational Computer Systems, Inc.

By:  6-28-16

Printed Name: Gary T. Jenkins

Title: Director of Finance + Banking

**DATA SECURITY ADDENDUM TO EDUCATIONAL COMPUTER SYSTEMS,  
INC. MASTER HOSTED PLATFORM AND SERVICES AGREEMENT  
BETWEEN MONMOUTH UNIVERSITY AND EDUCATIONAL COMPUTER  
SYSTEMS, INC.**

This Addendum ("Data Security Addendum") modifies, and is hereby incorporated into, Educational Computer Systems, Inc. Master Hosted Platform and Services Agreement ("Agreement") between Monmouth University ("University") and Educational Computer Systems, Inc. ("ECSI") dated JUNE 28, 2016, which governs and amends and is hereby incorporated into any agreement entered into by and between ECSI and University, particularly the Agreement ("Agreement"), written or otherwise, between ECSI and University for ECSI to operate and manage its funds disbursement program to University's students and customers.

The University and ECSI mutually agree to modify the above-mentioned Agreement(s) to incorporate the terms of this Data Security Addendum to, among other things, comply with the requirements of the Gramm-Leach-Bliley Act ("GLBA") (15 U.S.C. § 6801-6809) dealing with the confidentiality of customer information and its Safeguards Rule (16 CFR 314). In addition, ECSI also agrees to abide by The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) ("FERPA"). If any conflict exists between the terms of the Agreement and Service Order Forms, and this Data Security Addendum, the terms of this Data Security Addendum shall govern.

1. Protection of Confidential Data; Designation of ECSI as FERPA University "Official":

ECSI agrees to abide by the limitations on re-disclosure of personally identifiable information from "Education Records," as that term is defined and set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth in this Data Security Addendum. 34 CFR § 99.33 (a)(2) states that the officers, employees and agents of a party that receives Education Record information from the University may use the information, but only for the purposes for which the disclosure was made. In connection with the requirements of FERPA and Education Records ECSI may create, receive or maintain on behalf of University pursuant to the Agreement, ECSI is designated as a University Official with a legitimate educational interest in and with respect to such Education Records, only to the extent to which ECSI is required to create, receive or maintain Education Records to carry out the Agreement, and for no other purpose whatsoever.

2. Definitions:

- a. *Covered Data and Information (CDI)* includes *Student Financial Information* (defined below) required to be protected under the GLBA, as well as any PII (defined below) received in the course of business by the University, whether or not such PII is covered by the GLBA. Covered data and information (CDI) also includes student Education Record



information, as that term is defined by FERPA, that is supplied by the University, as well as any PII provided by the University's students and customers to ECSI. Covered data and information includes both paper and electronic records.

- b. *Personally Identifying Information ("PII").* The term "Personally Identifying Information or PII" means (i) information containing at least one person's first name or first initial and last name linked to or otherwise associated with any one or more of the person's Social Security number, driver's license number or government ID card number, financial account number or credit or debit card number, or health insurance or medical information or (ii) information covered by any state or federal Privacy Laws.
- c. *Student Financial Information* is PII, in both paper and electronic format, that the University has obtained from a customer in the process of offering a financial product or service, such information provided to the University by another financial institution, as well as any PII provided by University's students to ECSI. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student's parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. § 225.28.

3. Acknowledgement of Access to CDI: ECSI acknowledges that in performing the services provided pursuant to the Agreement, ECSI may have access to CDI. Specifically, ECSI's access may include but is not limited to: student name, address, social security number, full-time or part-time status, and graduate or undergraduate status.

4. Prohibition on Unauthorized Use or Disclosure of CDI: ECSI agrees to hold CDI in accordance with the terms of the Agreement and this Data Security Addendum. ECSI shall not use or disclose CDI received from or on behalf of the University or its students or customers except as permitted or required by the Agreement or this Data Security Addendum, as required by law, or as otherwise authorized in writing by the University. ECSI agrees not to use CDI for any purpose other than for which the disclosure was made in order to perform the services contemplated in the Agreement.

5. Safeguard Standard: ECSI agrees that it will protect the CDI it receives from or on behalf of the University in accordance with the terms of the Agreement and this Data Security Addendum, according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

6. Return or Destruction of CDI: Upon termination, cancellation, expiration, or other conclusion of the Agreement, and in accordance with applicable regulatory, governing, and legal authorities, ECSI shall:

a. Retain no copies of of CDI, other than that CDI that may be contained in ECSI's backup tapes, which will be destroyed in accordance with ECSP's normal business practices. Except with respect to any CDI on ECSI's backup tapes, ECSI shall complete such destruction as promptly as possible, but in no event later than thirty (30) days after the effective date of the conclusion of the Agreement. Within such thirty (30) day period, ECSI shall certify in writing to the University that such destruction has been completed confirming the date of destruction of the CDI. Notwithstanding the foregoing, ECSI will not remove the CDI from the online system until after ECSI has satisfied its annual audit requirements.

b. If applicable, provide Client with written notification of the conditions that make destruction or return of CDI not feasible. Upon mutual agreement of the parties that destruction or return of CDI is not feasible, ECSI shall extend the protections of the Agreement and this Data Security Addendum to CDI received from or created on behalf of University indefinitely, and limit further uses and disclosures of such CDI as provided in both the Agreement and this Data Security Addendum, for so long as ECSI maintains the CDI.

7. Term and Termination: This Data Security Addendum shall take effect as of the Effective Date of the Agreement and, subject to Sections 6 and 13 herein, shall continue through the expiration or termination of the Agreement.

8. Remedies:

a. University's rights of termination are as provided at Section 4 of the Agreement. In addition to the rights of the parties established by the Agreement, and subject to and in accordance with all applicable regulatory, governmental and legal authorities, University shall have the right to:

- (i) exercise any of its rights to reports, access, and inspection under this Data Security Addendum; and/or
- (ii) require ECSI to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Addendum; and/or
- (iii) provide ECSI with a thirty (30) day period to cure the breach; and/or
- (iv) terminate the Agreement immediately if ECSI has breached a material term of this Data Security Addendum and cure is not possible.

b. If the Family Policy Compliance Officer of the U.S. Department of Education determines that ECSI improperly disclosed PII obtained from

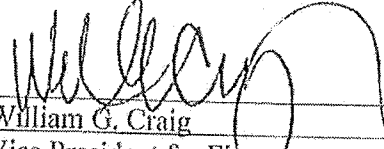
University's Education Records, the University may not allow ECSI access to Education Records for at least five years.


9. Contractors, Subcontractors, Vendors, and Agents: If ECSI provides any CDI that was received or created from or created for the University or on behalf of the University or its students, or customers to a contractor, subcontractor, vendor, or agent, then ECSI shall require such contractor, subcontractor, vendor, or agent to agree to the same restrictions and conditions as are imposed on ECSI by the Agreement and this Data Security Addendum.
10. Maintenance of the Security of Electronic Information: In accordance with applicable regulatory, governmental and legal authorities, ECSI shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted CDI received from or on behalf of University or its students and customers. These measures will be extended by contract to all subcontractors used by ECSI, if applicable, as provided in Section 9 above.
11. Reporting of Unauthorized Disclosures or Misuse of CDI: Subject to all applicable regulatory, governing, and legal authorities, ECSI shall report to the University any use or disclosure of CDI not authorized by the Agreement, this Data Security Addendum, or in writing by the University. ECSI shall make the report to the University not more than two (2) business days, if permitted by law and law enforcement, after ECSI learns of such use or disclosure. ECSI's report shall identify: (i) the nature of unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what ECSI has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action ECSI has taken or shall take to prevent future similar unauthorized use or disclosure. ECSI shall provide such other information as reasonably requested by the University.
12. Indemnity: See Section 8 of the Agreement.
13. Survival: The respective rights and obligations of ECSI under Section 6 shall survive the termination of the Agreement.
14. No Assigns: Neither party shall assign or transfer any interest in this Data Security Addendum without the other party's prior written approval.
15. Entire Agreement: The Agreement with its attached Addendums and Service Order Forms and this Data Security Addendum sets forth the entire understanding between the parties and no amendments or modifications shall be made to the agreement unless in writing and signed by both parties.

IN WITNESS WHEREOF, each of the undersigned has caused this Data Security Addendum to be duly executed in its name and on its behalf.




MONMOUTH UNIVERSITY

By:   
Print: William G. Craig  
Title: Vice President for Finance  
Date: JUNE 28, 2016

By:   
Print: Edward W. Christensen, Ph.D.  
Title: V.P. for Information Management  
Date: JUNE 28, 2016

EDUCATIONAL COMPUTER  
SYSTEMS, INC.

By:   
Print: Gary T. Newkirk  
Title: Director of Finance & Banking  
Date: 6-28-16