

IDENTIFICATION DEBIT CARD AGREEMENT

This IDENTIFICATION DEBIT CARD AGREEMENT (this "Agreement") is made and entered into as of May 23, 2016 (the "Effective Date") by and between Financial Payments, LP, a Texas limited partnership ("Financial Payments"), with its principal place of business in Amarillo, Texas, and Clarendon College, (the "College"), with its principal place of business in Clarendon, TX. This agreement supersedes the prior Identification Debit Card Agreement dated July 1, 2014.

RECITALS

A. College desires to provide for the issuance of College Cards and selected associated products listed on Exhibit A attached hereto (such products together with the College Cards, the "College Products") to its students, faculty members and staff members (each, an "Affiliated Person") that, in addition to providing photo identification, information and access, will contain debit and loading features tied to an account established for the Cardholders at third party issuing banks (each, an "Issuing Bank");

B. Financial Payments is willing to provide the services to be provided by it pursuant to this Agreement and to engage Issuing Banks to issue the College Products, subject to the terms and conditions set forth herein; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, College and Financial Payments agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1 **Interpretation and Rules of Usage.** In this Agreement, the following interpretation and rules of usage will apply unless otherwise specified: (a) reference to any section, appendix, schedule, addendum, or exhibit is a reference to the section, appendix, schedule, addendum, or exhibit of this Agreement; (b) the singular includes the plural, and the plural includes the singular; (c) the words "including," "includes," and "include" will be deemed to be followed by the words "without limitation"; (d) each reference to any agreement, policy, or rule includes all amendments, modifications, and supplements made to that agreement, policy, or rule that are not expressly prohibited by this Agreement; (e) each reference to "as amended, modified, or supplemented" means as amended, modified, or supplemented from time to time; (f) each reference to a Person includes that Person's respective permitted successors and assigns; and (g) "herein," "hereof," "hereto," "hereunder," and similar terms refer to this Agreement as a whole.

1.2 **Definitions.** As used in this Agreement, the following terms shall have the meanings indicated below:

"ACH" means a facility that processes debit and credit transfers under rules established by the Federal Reserve Bank operating circular on automated clearinghouse items or under rules of an automated clearinghouse association.

"ACH Authorization" means an authorization signed by College authorizing an Issuing Bank and/or Financial Payments to debit the Clearing Account for Fees and other amounts owed to Financial Payments and/or Issuing Bank under this Agreement.

"Act" means the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq., together with all implementing regulations, as may be amended from time to time.

"Affiliate" means with respect to any Person, each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person. For the purpose of this definition, "control" of a Person shall mean the

possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Applicable Law" means (i) the Network Rules; (ii) any and all federal laws, treaties, rules and regulations, and any and all regulatory guidance issued by, determinations of, mandatory written direction from or agreements with any arbitrator or governmental agency or authority, including the BSA, Regulations E and Z of the Consumer Finance Protection Bureau, anti-money laundering laws, any and all directives, sanctions or regulations enforced by OFAC, the Federal Deposit Insurance Corporation or the OCC, and Section 501 of the Act; (iii) all laws, statutes or regulations of any state; (iv) the Payment Card Industry Data Security Standards and any applicable rule or requirement of the National Automated Clearinghouse Association; and (v) the published policies and procedures of Financial Payments, as promulgated from time to time.

"BSA" means the Financial Recordkeeping and Reporting of Currency and Foreign Transactions Act of 1970 (31 U.S.C. 1051 *et seq.*), also known as the Bank Secrecy Act, together with all implementing regulations, as may be amended from time to time.

"Card Program" means the collective services provided by Dealer, Financial Payments and an Issuing Bank to College and Cardholders with respect to the College Cards and other College Products pursuant to this Agreement and the Dealer Services Agreement and such other agreements or arrangements as may be agreed upon by the parties from time to time.

"Cardholder" means any Affiliated Person who has completed and submitted a Cardholder Agreement and to whom an Issuing Bank has issued a College Card or other College Product.

"Cardholder Acknowledgment" means the document that is generated during the issuance process and that contains, among other things, the name, identification number, card number, address, and other information relating to a Cardholder, certain representations and warranties made by the Cardholder and any other information required by Financial Payments or an Issuing Bank, in the form attached as Exhibit B hereto or as may be amended by Financial Payments and provided to Dealer from time to time.

"Cardholder Data File" means a data file that includes a Cardholder's name, account number, student identification number, amount of funds to be deposited in a Direct Deposit Transaction and other information as may be requested by Financial Payments.

"College Card" means a photo identification card issued by an Issuing Bank to a Cardholder which contains debit and loading features tied to an account established for the Cardholder at an Issuing Bank.

"Fee Schedule" means the schedule or schedules to this Agreement that set forth the Fees and other information, as amended, modified, or supplemented.

"Fees" means the fees charged by Financial Payments to College pursuant to Schedule 4.3.

"Financial Payments System" means the computer processing system and software interface, including hardware and both object code and source code, that provides the electronic funds transfers and data processing services provided to College. The Financial Payments System does not include (i) any third party telecommunication systems; or equipment used to access the Financial Payments System or (ii) any other Network or processor that is necessary to complete a Transaction.

"Force Majeure Event" means causes or events beyond the control of Financial Payments, which in Financial Payments' exercise of reasonable diligence is unable to prevent, including any of the following: shortages of materials; labor dispute or strike; acts of God; sudden actions of the elements such as floods, hurricanes, or tornadoes or other weather conditions; sabotage; terrorism; war; riots; embargo; fire; failures or fluctuations in electrical power, heat, light, air-conditioning, or telecommunications equipment or system; any unauthorized or illegal access to the Financial Payments System; any action or

inaction by a Network or College or any other Person that prevents or delays Financial Payments from performing any obligation hereunder; or any actions or failure to act of any federal, state, municipal, or any other government or agency (including the adoption or change in any rule or regulation or constraints lawfully imposed by federal, state, or local government bodies) that prevents or delays Financial Payments from performing any obligation under this Agreement.

"Foreign College Account" has the meaning assigned to such term in Section 4.5.

"Governmental Authority" means any government, governmental department, ministry, commission, board, bureau, agency, regulatory authority, instrumentality of any government (central or state), judicial, legislative, or administrative body, federal, state, or local, having jurisdiction over the matter or matters in question.

"Losses" means any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including, interest, penalties, and reasonable attorneys' fees and expenses, costs of investigation and preparation, and other professional fees and expenses.

"MasterCard" means MasterCard International Incorporated and its Affiliates, as applicable.

"MasterCard Standards" means the bylaws, rules and policies, and the operating regulations and procedures of MasterCard, as may be amended from time to time.

"Network" means an organization to which Financial Payments or an Issuing Bank has access that operates computer hardware and software and telecommunications facilities in order to transmit electronic messages and settle electronic funds transfers between its members.

"Network Rules" means the bylaws, rules, policies, regulations and procedures of a Network.

"NPI" means "non-public personal information" as defined by the Act.

"OFAC" means the Office of Foreign Assets Control of the United States Department of Treasury.

"Operating Instructions" means the instructions selected by and furnished by Financial Payments to College relating to (i) the operation of the Card Issuing Station and (ii) the protocols relating to performing Direct Deposit Transactions.

"Person" means an individual, partnership (whether general or limited), Governmental Authority, limited liability company, corporation, trust, estate, unincorporated association, nominee, joint venture or other entity that is given, or is recognized as having, legal personality by the Law of any jurisdiction, country, state or territory.

"Policies" means the policies established by Financial Payments that in any way relate to procedures to be performed by College to access the Financial Payments System, to College's sale of College Cards or College Products or to any other aspect of this Agreement along with all other operating instructions, procedures and policies adopted by Financial Payments or Issuing Bank, and all amendments, modifications, and additions thereto, relating to such matters.

"Representatives" means, with respect to any Person, such Person's officers, directors, employees, owners, Affiliates, agents, representatives, independent contractors, consultants, programmers, attorneys, accountants, lenders, consultants, or financial advisors.

"Services" means the services to be provided by Financial Payments to College pursuant to this Agreement.

"Station Software" means the software described on Exhibit C attached hereto.

"Transaction" means the use of a College Card or College Product to pay for goods or services, withdraw cash, transfer money or perform any other transaction that Financial Payments makes available to a Cardholder.

"Unauthorized Use" means any use of a College Card or College Product by a person other than the Cardholder without actual authority to initiate a Transaction and from which the Cardholder receives no benefit.

2. ISSUANCE OF CARDS.

2.1 Appointment. Financial Payments authorizes College to distribute College Products issued by an Issuing Bank to Affiliated Persons according to the terms and conditions of this Agreement.

2.2 Card Issuing Station.

- (a) Financial Payments agrees to provide College with the Station Software and the Operating Instructions (the Station Hardware, Station Software and Operating Instructions, the **"Card Issuing Station"**). College agrees that it (i) will only use the Card Issuing Station in accordance with the Operating Instructions, the terms of this Agreement, the Policies and Applicable Law and (ii) will not reproduce, modify, reverse engineer, decompile, sell, sublicense or otherwise transfer to another party, or attempt to reproduce source code of the software or systems comprising the Card Issuing Station.
- (b) Upon termination of this Agreement, College may elect to retain ownership and use of the Station Hardware and may use it for any purpose, with the exception of the issuance of College Cards or other College Products. During and after the Term of this Agreement College shall prevent the Unauthorized Use of the Card Issuing Station and will promptly notify Financial Payments of any Unauthorized Use by its current or former employees, agents or contractors or any other party.

2.3 Issuance of Cards. College may, in accordance with the terms of this Agreement, use the Card Issuing Station to facilitate the issuance of College Products to Affiliated Persons. All MasterCard College Products will be issued by an Issuing Bank selected by Financial Payments in its sole discretion. College agrees that it will only issue or permit the issuance of College Cards and College Products, as applicable, to Affiliated Persons and in accordance with the terms of this Agreement, the Operating Instructions, the Policies and Applicable Law.

2.4 Provision of Cardholder Information. College will obtain an executed Cardholder Acknowledgement from each Affiliated Person that desires to become a Cardholder prior to permitting the Affiliated Person to become a Cardholder. College shall maintain the executed Cardholder Acknowledgment in its files. College shall deliver to each Cardholder such instructions, disclosures and other information with respect to establishing an account as may be requested by Financial Payments from time to time in the form requested thereby (the Cardholder Acknowledgment and other disclosure and information are collectively referred to herein as the **"Cardholder Information"**).

3. DIRECT DEPOSIT TRANSACTIONS.

3.1 Direct Deposit. Subject to Applicable Law, College may utilize the Financial Payments System in accordance with the terms of this Agreement, Applicable Law, the Operating Instructions and the Policies to disburse financial aid, scholarship funds, payroll and other sums due and owing to Cardholders from College by directly depositing such funds into the accounts tied to the College Products or to the Foreign Cardholder Account (as hereinafter defined) selected by the Cardholder, or by issuance of a paper check, as the case may be (each, a **"Direct Deposit Transaction"**).

3.2 Data Files. College shall prepare a Cardholder Data File for each Direct Deposit Transaction. College will transmit each Cardholder Data File to Financial Payments electronically in accordance with the Operating Instructions. Financial Payments shall transform each Cardholder Data File into a direct deposit file, and after sufficient funds are available in the

Clearing Account to cover the requested disbursements and any associated Fees, Financial Payments will cause the Issuing Bank to credit the applicable Cardholder's account with the Issuing Bank or, if applicable, to submit the data file to the Federal Reserve Bank for deposit into the Cardholder's Foreign Cardholder Account, or issue a paper check, if so requested.

3.3 Remittance and Receipt of Direct Deposit Funds.

- (a) Financial Payments agrees to contract with one or more Issuing Banks to establish an account or accounts at the Issuing Bank or Issuing Banks for the receipt of Direct Deposit Transaction funds and the payment of Fees and other amounts due to Financial Payments hereunder (the "Clearing Account").
- (b) Simultaneously with the submission of a Cardholder Data File to Financial Payments as described in Section 3.2, College shall transfer by ACH, or by wire transfer of immediately available funds, all funds necessary to cover the requested Direct Deposit Transaction into the Clearing Account. Such funds may not be deposited into any account other than the Clearing Account.

3.4 Foreign Cardholder Accounts. Direct Deposit Transactions shall be available to every Cardholder, regardless of whether the Cardholder activates his or her MasterCard College Product or utilizes the account tied to the MasterCard College Product. Any Cardholder may select an account at a financial institution other than the Issuing Bank with which Financial Payments has established the Clearing Account into which direct deposits from College shall be made (each, a "Foreign Cardholder Account") or may request the issuance of a paper check in lieu of a direct deposit. In either event, the College shall submit a data file in accordance with Section 3.2 and Financial Payments will cause the Issuing Bank to process such Direct Deposit Transaction request through the Federal Reserve Bank.

4. FINANCIAL PAYMENTS' SERVICES.

4.1 Card Activation.

- (a) Each College Card issued by an Issuing Bank will be unavailable for use for debit Transactions until activated by the Cardholder pursuant to the instructions provided by College with the issuance of the College Card as described in Section 2.4. Except with respect to Foreign Cardholder Accounts, each College Card shall be tied to a deposit account established in the name of the Cardholder at an Issuing Bank with which Financial Payments has contracted. Once issued, each College Card shall be registered to an identified Cardholder in a database maintained by Financial Payments.
- (b) Financial Payments will administer, or will work with the Issuing Bank to administer, as applicable, the (i) activation of the College Cards (via personal identification number ("PIN") ATM transaction, PIN point-of-sale transaction or call center) and (ii) registration of the College Cards to identified Cardholders. Establishment of PINs is the sole responsibility of the Cardholders. Any loss or liability of any kind or nature whatsoever arising out of or related to the selection or assignment of PINs shall be the sole responsibility of the Cardholder and Financial Payments shall have no liability or other obligation whatsoever with respect thereto.

4.2 Card Production Services. Financial Payments will administer the production of the College Products, including, as applicable, (a) the purchase, embossing and encoding of physical plastic cards in accordance with applicable Network graphic standards and (b) the distribution of the unissued cards to College.

4.3 Payment for Services. College will pay Financial Payments for the College Products and for the Services provided by Financial Payments pursuant to this Agreement at the rates and charges specified in Schedule 4.3 hereto (the "Fee Schedule"), without deduction, setoff, or delay for any reason. College authorizes Financial Payments to debit the Foreign College Account for all Fees and other amounts owed by it under this Agreement and agrees to assist Financial Payments in

obtaining any authorizations, consents or other approvals that may be required to do so. All Fees are exclusive of applicable federal, state or local taxes, and College will pay, or reimburse Financial Payments for any such taxes that may be incurred by Financial Payments in connection with this Agreement, other than taxes levied on or based upon Financial Payments' ownership of property or net income. All Fees set forth on the Fee Schedule are exclusive of (a) applicable taxes; (b) interchange fees, Network fees, or any fees charged by a third party relating to the Services; and (c) out-of-pocket expenses incurred by Financial Payments at the request of College or as required by a Network or a Governmental Authority (collectively with all taxes incurred by Financial Payments for which College is required to reimburse Financial Payments, "Additional Fees."). All Additional Fees shall be the sole responsibility of College. Financial Payments will provide College with an invoice of all Fees and Additional Fees incurred by College hereunder and, upon request, will provide College with copies of all receipts for out-of-pocket expenses charged to College hereunder. If Financial Payments is required by a Network to execute any agreement relating to the processing of the transactions requested by Cardholders or College, as applicable, through additional Networks and initiated with the College Products through the Network, any fees, costs, liability, or obligation incurred by Financial Payments pursuant to those agreements will be considered Additional Fees for which College will reimburse Financial Payments. If the funds in the Foreign College Account are insufficient to cover all Fees and other amounts owed by the College under this Agreement, such Fees and other amount shall be paid by College immediately upon demand.

4.4 Amendment of Fee Schedule. Financial Payments may amend the Fee Schedule in its sole discretion. The amendment shall be effective on the date specified in a written notice thereof provided to College, and such date shall not be fewer than fifteen (15) days after the date specified in the notice.

4.5 Foreign College Account. Within ten (10) days after the execution and delivery of this Agreement, College shall notify Financial Payments in writing of the bank account and financial institution (the "Foreign College Account") that will be used for the payment of Fees, Additional Fees and other amounts owed by College hereunder. College shall complete an ACH Authorization and any other documentation required for Financial Payments and an Issuing Bank to access the Foreign College Account in accordance with the terms of this Agreement. College may not modify any information relating to the Foreign College Account without providing Financial Payments with at least ten (10) days' prior written notice and completing all additional ACH Authorizations necessitated by such modification.

4.6 Subcontractors. Financial Payments may from time to time retain the services of one or more subcontractors, agents or other Persons to perform some or all of the services Financial Payments has agreed to perform pursuant to this Agreement, including retention of one or more Issuing Banks as provided herein (each, a "Subcontractor"). College acknowledges and agrees that Financial Payments is permitted to select and retain such Subcontractors in its sole discretion.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 Representations and Warranties of Both Parties. Each party represents and warrants to the other that each of the following is true and correct as of the Effective Date:

- (a) It is validly organized under the laws of its state of organization and is duly qualified and in good standing in every jurisdiction in which its business so requires;
- (b) The execution, delivery and performance of this Agreement are within its powers and authority and this Agreement, when executed by both parties, will constitute its valid and binding obligation;
- (c) There is no action or proceeding pending or, to its knowledge, threatened, that might impair its ability to perform its obligations under this Agreement;

- (d) The person executing the Agreement is authorized to act on its behalf for purposes of executing this Agreement; and
- (e) The execution of this Agreement and the performance of its obligations hereunder will not violate or contravene any agreement between it and any third party.

5.2 No Other Warranties. EXCEPT AS EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN, FINANCIAL PAYMENTS DOES NOT MAKE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), REGARDING THE COLLEGE PRODUCTS, THE CARD ISSUING STATION (INCLUDING THE STATION HARDWARE, THE OPERATING INSTRUCTIONS AND THE STATION SOFTWARE) OR THE MAINTENANCE THEREOF, THE FINANCIAL PAYMENTS SYSTEM OR THE SERVICES FURNISHED BY FINANCIAL PAYMENTS PURSUANT TO THIS AGREEMENT. THE SOLE WARRANTIES WITH RESPECT TO THE STATION HARDWARE SHALL BE THE WARRANTIES PROVIDED BY THE MANUFACTURER THEREOF. FINANCIAL PAYMENTS SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY TO COLLEGE WHATSOEVER WITH RESPECT TO THE CARD ISSUING STATION OR THE MAINTENANCE OR OPERATION THEREOF, AND COLLEGE'S SOLE RECOURSE WITH RESPECT TO ANY CLAIMS REGARDING THE CARD ISSUING STATION OR STATION HARDWARE SHALL BE SOLELY TO THE MANUFACTURER THEREOF.

5.3 Covenants of College. College covenants and agrees with Financial Payments as follows:

- (a) It shall comply with all Applicable Laws and all Policies in the performance of its obligations under this Agreement;
- (b) To the extent that College stores any NPI or Cardholder Information in connection with this Agreement, it will store such information solely at locations within the United States. College will, and will cause its vendors to, comply with all Applicable Law in the handling or storage of data that may be established by any Network to the extent such requirements apply to the activities of College or its vendors with respect to the Card Program at all times during the Term of this Agreement. College agrees that it will be liable to Financial Payments to the extent that any vendor used by College violates any Applicable Law.
- (c) Upon receipt of written request from Financial Payments or upon termination or expiration of this Agreement, College shall destroy or return to Financial Payments all NPI in its possession or control.
- (d) It will furnish Financial Payments with all data and information, including Cardholder Information and Cardholder Data Files, in whatever form or nature may be reasonably required by Financial Payments or an Issuing Bank to perform the Services or to enable Financial Payments to perform the Services, respectively, or as may otherwise be required or requested by Financial Payments or an Issuing Bank. College shall take steps to verify the truth, accuracy and completeness of such data and information and agrees that it will indemnify Financial Payments, Financial Payments' Affiliates and their respective Representatives for any Losses incurred by any of them because of its breach of this provision.
- (e) It will timely provide the Cardholders with any notices, statements and reports that Financial Payments or an Issuing Bank requests to be provided to them, in each case in form and substance acceptable to Financial Payments, as set forth in the Operating Instructions or as required by any Applicable Law. To the extent permitted by Applicable Law College agrees to indemnify and hold Financial Payments harmless from any Losses incurred by Financial Payments due to the fact that (i) such notices, statements and reports are not delivered to any Cardholder as required or are not delivered to any Cardholder in a timely manner; or (ii) College fails to comply with any Applicable Law.

- (f) In addition to complying with the other requirements of this Agreement and adhering to any security procedures set forth from time to time in the Operating Instructions or Policies, College will exercise reasonable care, and will institute appropriate security procedures consistent with those required by Applicable Law, including the Act, in assigning or distributing logins, passwords, or any other codes that allow access to the Financial Payments System or the Network.

5.4 Additional Covenants of College. College further covenants and agrees with Financial Payments as set forth in this Section 5.4 and expressly acknowledges and agrees that the covenants of this Section 5.4 are intended to, and shall, inure to the benefit of any Issuing Bank engaged with respect to the Card Program as an intended third party beneficiary.

- (a) The Issuing Bank shall have the right to review, edit and approve prior to publication or implementation by College, any disclosure, advertisement, content or other material relating in any way to the College Cards, the College Products or the Card Program, including any wording, graphics or any other content that is placed or intended to be placed on any website, social media page or account or any other such electronic media under the control or ownership of College or its Representatives.
- (b) The Issuing Bank may request that College make changes to any disclosure, advertisement, content or other material relating to the College Cards, the College Products or the Card Program that is placed or intended to be placed on a website, social media page or account or any other such electronic media under the control or ownership of College. Upon receipt of such a request from the Issuing Bank, College will make all requested changes as promptly as practicable, but in no event more than twenty-one (21) days after receipt of Issuing Bank's request. If College fails to timely make all requested changes in a manner acceptable to the Issuing Bank, the Issuing Bank shall have the right to require College to remove and discontinue any reference to the College Cards, the College Products and the Card Program on any or all websites, social media pages or accounts or any other such electronic media under the control or ownership of College or its Representatives and replace those references with language provided by, and a link to a website designated by, the Issuing Bank, in locations on College's or its Representatives' websites or other electronic media reasonably requested by the Issuing Bank.
- (c) If requested by the Issuing Bank College will exclusively utilize, in lieu of its own and its Representatives' websites, social media pages and accounts and other electronic media, a website designated by the Issuing Bank to reference any and all information related to the College Cards, the College Products and the Card Program. If so requested by the Issuing Bank, College will place language provided by, and a link to a website designated by, the Issuing Bank on its and its Representatives' websites, social media pages and accounts and other electronic media in locations on College's or its Representative's websites or other electronic media reasonably requested by the Issuing Bank.
- (d) The Issuing Bank may, in its sole discretion, audit, review or otherwise monitor, either remotely or on College's premises, College's and its Representatives' compliance with and adherence to all Policies and Applicable Law.
- (e) Upon the Issuing Bank's request, within a reasonable amount of time after its receipt of such request College will grant, or cause its Representatives to grant, the Issuing Bank access to all files, records, documents or other materials owned or controlled by it or its Representatives relating to the College Cards, the College Products and the Card Program.
- (f) College will provide written notice to Financial Payments and to the Issuing Bank no later than five (5) days after its receipt of any complaint, criticism or concern received by it or its Representative relating to the College Cards, the College Products or the Card Program. If the complaint, criticism or concern is in

writing (whether physical or electronic), College shall include a copy of the complaint, criticism or concern with its notice to the Issuing Bank. If the complaint, criticism or concern is other than in writing, College include a written summary of the complaint, criticism or concern with its notice to the Issuing Bank.

- (g) With respect to any complaint, criticism or concern described in Section 5.4(f), College will respond to the complaint, criticism or concern within four (4) hours after its receipt and, if the complaint, criticism or concern was received after normal business hours, it will respond within four (4) hours after the commencement of business on the next business day. College shall use its best efforts to finally resolve any such complaint, criticism or concern within two (2) hours after receipt such request. Notwithstanding Section 5.4(f), if College is unable to finally resolve any complaint, criticism or concern within the timeframe required by this Section 5.4(g), it shall immediately notify Financial Payments and the Issuing Bank of the complaint, criticism or concern and shall cooperate with Financial Payments and Issuing Bank, as applicable, in its resolution.

5.5 Covenants of Financial Payments. Financial Payments covenants and agrees with College as follows:

- (a) Financial Payments will comply with all statutory provisions of or applicable to Title IV of the Higher Education Act (the "HEA"), all regulatory provisions prescribed under Title IV of the HEA, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds that Financial Payments administers under any Title IV, HEA program and any interest or other earnings there on solely for the purposes specified in and in accordance with this Agreement.
- (b) Financial Payments will refer to the Department of Education's Office of Inspector General for investigation any information indicating there is reasonable cause to believe that the College might have engaged in fraud or other criminal misconduct in connection with the College's administration of any Title IV, HEA program or an applicant for Title IV, HEA program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application.
- (c) Financial Payments agrees to be jointly and severally liable with College to the Secretary for any violation Financial Payments of any statutory provision of or applicable to Title IV of the HEA, any regulatory provision prescribed under such statute, and any applicable special arrangement, agreement, or limitation entered into under the authority of the statutes applicable to Title IV of the HEA.

6. CONFIDENTIALITY.

6.1 Confidential Information. The term "Confidential Information" shall mean this Agreement and any schedule, exhibit, attachment or amendment hereto; any information concerning the Card Program; any marketing plan for the Card Program and any marketing materials for the Card Program which are not publicly available; and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which a party (the "Discloser") discloses, in writing or orally, to the other party (the "Recipient") or to which Recipient obtains access in connection with the negotiation or performance of this Agreement and which, by its nature, the Recipient knows or reasonably should know is confidential information of Discloser. NPI shall, in addition to the provisions of this Section 6, be subject to the additional requirements of Section 7. Subject to the exceptions in the following sentence of this Section 6, College's Confidential Information includes only the identity of Affiliated Persons, implementation guidelines, checklists and overviews for College's clients, pricing, incentives, service level requirements and client-specific terms of any agreement between College and a College client, the details of College's financial statements (including profit margins, cash flows, assets, debts and liabilities), College's historical aggregate payment volume, College's prospective payment volumes, reports and other data generated by comparing prospective client payment data against data accumulated by College, and other information that is

related solely to College's clients that College collects in the course of the performance of its services in connection with the Card Program, but not including any Card Data. The terms of this Agreement and the financial results of any Approved Program shall be deemed Confidential Information of both College and Financial Payments. Confidential Information shall not include information that: (a) is already known to Recipient at the time it obtains the information from Discloser; (b) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement or any other confidentiality obligations; (c) is lawfully received on a non-confidential basis from a third Person authorized to disclose such information without restriction and without breach of this Agreement; (d) is contained in, or is capable of being discovered through examination of, publicly available records or materials; or (e) is developed by Recipient without the use of any proprietary, non-public information provided by the Discloser. As between Financial Payments and College, any data or information acquired or obtained by Financial Payments in connection with the performance of its services under this Agreement or otherwise in connection with its participation in the Card Program, other than College's Confidential Information, is Financial Payments Confidential Information and is owned solely by Financial Payments.

6.2 Use and Disclosure of Confidential Information.

- (a) Each Recipient shall hold and maintain in confidence the Confidential Information of the Discloser and shall use and disclose such Confidential Information only for the purpose of performing its obligations or exercising or enforcing its rights under this Agreement or as otherwise expressly permitted by this Agreement and for no other purpose. Each Recipient may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by Applicable Law, including in the course of an examination by a Governmental Authority; provided, however, that (i) except in connection with disclosure in the ordinary course of an examination by a Governmental Authority, the party subject to such Applicable Law shall notify the Discloser of any such use or requirement prior to disclosure of any Confidential Information obtained from the Discloser in order to afford the Discloser an opportunity to seek a protective order to prevent or limit disclosure of the Confidential Information to third Persons; and (ii) the party subject to such Applicable Law shall disclose Confidential Information of the Discloser only to the extent required by such Applicable Law.
- (b) Each Recipient shall (i) limit access to the Discloser's Confidential Information to its Representatives who have a need to access such Confidential Information in connection with this Agreement and the Card Program; and (ii) ensure that any Person with access to the Discloser's Confidential Information is bound to maintain the confidentiality of Confidential Information in accordance with the terms of this Agreement and all Applicable Law. If any security breach occurs that results in the disclosure, theft or other unauthorized access of NPI as a result of an action or omission of College, its Affiliate or any third party to whom College has provided NPI, College agrees to pay all expenses associated with, and will reimburse Financial Payments for all expenses incurred by Financial Payments in connection with, the unauthorized access to Cardholder Information or Cardholder Data Files.
- (c) Notwithstanding anything else contained herein, Financial Payments may disclose to any third party information regarding College and the Cardholder that Financial Payments believes is necessary to (i) complete or document Transactions initiated by a Cardholder; (ii) investigate possible unauthorized Transactions; (iii) respond to Governmental Authority or Network inquiries or order; or (iv) comply with Applicable Law.

6.3 Remedies. Each Recipient agrees that any unauthorized use or disclosure of Confidential Information of the Discloser might cause immediate and irreparable harm to the Discloser for which money damages might not constitute an adequate remedy. In that event, the Recipient agrees that injunctive relief may be warranted in addition to any other remedies the Discloser may have. In addition, the Recipient shall promptly (but in no event more than twenty four (24) hours after discovery of same) advise the Discloser by telephone and in writing via facsimile of any actual or threatened security breach

that may have compromised or threatened to compromise any Confidential Information, and of any unauthorized misappropriation, disclosure or use by any Person of the Confidential Information of the Discloser which may come to its attention and shall take all steps at its own expense reasonably requested by the Discloser to limit, stop or otherwise remedy such misappropriation, disclosure or use, including notification to and cooperation and compliance with any Governmental Authority.

6.4 Return of Confidential Information. Upon the termination or expiration of this Agreement, or at any time upon the reasonable request of a Discloser, except as otherwise required by Applicable Law or court order, the Recipient shall return (or destroy if so directed by the Discloser, in a manner that makes the information unreadable or unrecoverable) all Confidential Information in the possession of the Recipient or in the possession of any Representative of the Recipient. Any Confidential Information maintained in an electronic format shall be returned to Discloser in an industry standard format or, at the option of the Discloser, deleted and removed from all computers, electronic databases and other media; provided, however, a party may retain electronic information to the extent the same may be contained within routine tape or other electronic archival or electronic backup systems, but such information remains subject to Recipient's established information retention policies and the terms of this Agreement, and such retained Confidential Information may only be used for regulatory purposes and shall not be used for any other purpose. Compliance by the Recipient with this Section 6.4 shall be certified in writing by an appropriate officer of such Recipient within thirty (30) days of the end of the Term or the wind-down period, whichever is later, which certification shall include a statement that no copies of Confidential Information have been retained, except as permitted above. Recipient will continue to be bound by the provisions of this Agreement concerning Confidential Information of the Discloser to the extent the same is retained by a Recipient in accordance with this Section 6.4. Notwithstanding anything else provided herein, the confidentiality obligations of this Section 6 shall survive the termination or expiration of this Agreement.

6.5 Media Releases. All media releases, public announcements and public disclosures by College or its Representatives relating to the terms of this Agreement or that includes any Protected Mark (as hereinafter defined), the name of Financial Payments or any Financial Payments Affiliate or supplier, including promotional or marketing material, but not including any disclosure required by Applicable Law, shall be coordinated with and approved by Financial Payments in writing prior to the release thereof; provided, however, that prior approval will not be required for any disclosure that is required to be made by Applicable Law as long as prior notice of such disclosure is provided to the Financial Payments, unless such notice is prohibited by Applicable Law.

7. PRIVACY MATTERS.

7.1 BSA, anti-money laundering and OFAC Compliance; Governmental Authorities. Upon the request of Financial Payments, College shall provide all cooperation and assistance reasonably requested by Financial Payments in connection with Financial Payments' or an Issuing Bank's duties with respect to BSA, anti-money laundering and OFAC compliance. College shall obtain Financial Payments' written approval prior to engaging in any oral or written correspondence related to this Agreement or the transactions or services contemplated hereby with any Governmental Authority having jurisdiction over Financial Payments or an Issuing Bank. College shall remain at all times in good standing with (a) each Governmental Authority with jurisdiction over it, and (b) each Network or other payment system or network with which it may be registered from time to time as a marketing Representative, agent or service provider.

7.2 Limitation on Use of NPI. Notwithstanding any other provision of this Agreement, College shall only use, maintain and disclose NPI in compliance with Applicable Law and in accordance with the Policies. College will ensure that Persons to whom it transfers NPI will use, maintain or disclose such information only in accordance with Applicable Law and the Policies. College will be solely responsible for compliance with the provisions of this Section 7 with respect to any third party to whom NPI is transferred or made available by, on behalf of or for the benefit of College. College represents and warrants that it is not currently using or disclosing, and will not in the future use or disclose, NPI in a manner, or for a purpose, not permitted under Applicable Law or, to the extent applicable, not in accordance with the Policies.

7.3 NPI Protections. College shall implement appropriate administrative, technical, and physical safeguards to (a) protect the security, confidentiality, and integrity of all NPI, including Cardholder names, addresses, and College Card and College Product numbers, in all cases in accordance with Applicable Law and the Policies; (b) ensure against any anticipated threats or hazards to the security or integrity of NPI; (c) protect against unauthorized access to or use of NPI or associated records which could result in substantial harm or inconvenience to any Cardholder; and (d) ensure of the proper disposal of NPI. College shall notify Financial Payments as soon as possible of any security breach involving, or unauthorized access to, NPI in its possession or control, including NPI in the possession or control of third parties to whom it has provided NPI. College agrees to pay all expenses associated with, and will reimburse Financial Payments for all expenses incurred by Financial Payments in connection with, the unauthorized access to NPI.

7.4 Third Party Use of NPI. College will ensure that any third party to whom NPI is transferred or made available by or on behalf of College signs a written contract with College in which such third party agrees: (a) to restrict its use of NPI to the use specified in the agreement between College and the third party (which use must be in connection with College's permitted uses of the information); (b) to comply with Applicable Law and the Policies; and (c) to implement and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of all NPI provided to it. Furthermore, such third party must agree in writing to notify College as soon as possible of any security breach involving, or unauthorized access to, NPI. College will only transfer or make available to such third party such NPI as is reasonably necessary for the third party to carry out its contemplated task.

7.5 Limitations on Actions Required. It is the intention of the parties that they be able to use and share information as broadly as possible as permitted by Applicable Law to foster their relationships with Affiliated Persons and Cardholders, while respecting and honoring their privacy rights. Accordingly, notwithstanding the other provisions of this Agreement, neither Financial Payments nor College (nor any of their respective Affiliates) shall, and none of them shall be obligated to, take any action that any of them (or their respective Affiliates) believes in good faith would violate, or is reasonably likely to cause any of them to violate, Applicable Law or any Policy. Neither Financial Payments nor College (nor any of their respective Affiliates) shall, and none of them shall be obligated to, take any action that causes Financial Payments or College (or any of their respective Affiliates) to become a "consumer reporting agency" as such term is defined in the federal Fair Credit Reporting Act or any similar entity under similar state law.

8. OWNERSHIP OF INTELLECTUAL PROPERTY.

8.1 Use of Protected Marks.

- (a) Subject to and only in accordance with the provisions of this Agreement, Financial Payments hereby grants College during the Term a non-exclusive, non-transferable license to use those of Financial Payments' name, logos, service marks or trademarks specifically identified in Schedule 8.1(a) or otherwise designated by Financial Payments in writing (collectively, together with the name, logos, service marks, trademarks or other intellectual property of an Issuing Bank engaged with respect to the Card Program, the "Protected Marks") solely in the performance of its obligations hereunder with respect to the Card Program, as such use is approved from time-to-time by Financial Payments in writing; provided, however, that Financial Payments, in its sole discretion from time to time, may change the appearance and/or style of the Protected Marks, provided that College shall have a commercially reasonable time (not to exceed thirty (30) days) after Financial Payments' written approval of changed materials that include the new Protected Mark to modify any materials. College hereby acknowledges and agrees that: (i) the Protected Marks are owned solely and exclusively by Financial Payments, an Issuing Bank, or their respective Affiliates; (ii) except as set forth herein, College has no rights, title or interest in or to the Protected Marks, and College agrees not to apply for registration of the Protected Marks (or any mark confusingly similar thereto) anywhere in the world; (iii) all use of the Protected Marks by College shall inure to the benefit of Financial Payments, an Issuing Bank, or their respective Affiliates, as applicable; (iv) College will not modify the Protected Marks

or use them for any purpose other than as set forth herein; (v) College will not engage in any action that adversely affects the good name, good will, image or reputation of Financial Payments or any Issuing Bank engaged with respect to the Card Program or associated with the Protected Marks; (vi) College will at all times use the appropriate trade or service mark notice (i.e., (TM), (SM) or (R), whichever is applicable) or such other notice as Financial Payments or an Issuing Bank may from time to time specify on any item or material bearing the Protected Marks; and (vii) Financial Payments shall have the right to review and approve in advance the use of the Protected Marks in all materials to be disseminated electronically or otherwise by College, to the extent such materials refer to Financial Payments, an Issuing Bank, their respective Affiliates, or their respective products or services, or contain the Protected Marks, which approval may be withheld by Financial Payments in its sole discretion. In addition to College's indemnification obligations pursuant to Section 11, College will indemnify Financial Payments, Financial Payments' Affiliates and their respective Representatives for any Losses incurred by any of them because of its breach of this provision with respect to any Protected Mark, including Protected Marks that are owned, licensed or otherwise the property of an Issuing Bank, or their respective Affiliates.

- (b) If College breaches the provisions of Section 8.1(a), Financial Payments may notify College of the breach and demand that the breach be cured within seven (7) business days. If the breach is not cured, Financial Payments may, in its sole discretion, suspend the license granted in Section 8.1(a) until such time as College has provided Financial Payments with adequate assurances, acceptable to Financial Payments in its sole discretion, that the cause of the breach will not be repeated.

8.2 Ownership of Intellectual Property. Nothing in this Agreement will affect either party's ownership in any intellectual property right existing prior to or developed outside of this Agreement. Notwithstanding the foregoing, any material, including records, documentation, reports, concepts, plans, creative works, business processes, data, trade names or trademarks, works of authorship or other creative works, written, oral or otherwise (collectively, "Work Product"), expressed, developed, conceived or acquired solely through either party's efforts, or any third Person acting on a party's behalf, in connection with this Agreement, will, as between College and Financial Payments, be owned by Financial Payments. College will have no license to use the Work Product except as expressly permitted pursuant to this Agreement.

8.3 In addition to any other remedies provided for herein, the remedies set forth in Section 6 shall apply to any breach of this Section 8.

9. LIMITATION ON LIABILITY.

9.1 LIMITATION ON LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL FINANCIAL PAYMENTS BE LIABLE WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS), INCIDENTAL, ADDITIONAL, OR PUNITIVE DAMAGES. THE LIABILITY OF FINANCIAL PAYMENTS TO COLLEGE FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE, WILL BE LIMITED TO THE AMOUNT PAID BY COLLEGE TO FINANCIAL PAYMENTS IN THE SIX MONTH PERIOD PRIOR TO THE ACCRUAL OF THE ACTION OR CLAIM FOR THE SPECIFIC SERVICE THAT IS THE SUBJECT OF THE ACTION OR CLAIM.

10. TERM AND TERMINATION.

10.1 Initial Term and Renewal. The initial term of this Agreement will begin on the Effective Date and will continue for a period of three (3) years (the "Initial Term") unless earlier terminated as provided below. This Agreement will automatically renew for an additional one (1)-year term (a "Renewal Term" and, all Renewal Terms collectively with the

Initial Term, the "Term") at the end of the Initial Term and at the end of each successive Renewal Term unless terminated by either party upon giving written notice to the other party at least ninety (90) days prior to the end of the then-current Term.

10.2 Termination of Agreement. The Term of this Agreement shall terminate upon the earlier of the expiration of the Term or the termination of this Agreement in accordance with this Section 10.2.

- (a) Either party may terminate this Agreement immediately by providing written notice to the other party upon the occurrence of any of the following events:
 - (i) The other party is in breach of its obligations under this Agreement and fails to cure the breach within thirty (30) days after having been notified in writing of the breach; or
 - (ii) Bankruptcy proceedings are filed by or against the other party, or upon the occurrence of an act of insolvency of a party, resulting in the inability of the party to meet its debts as they mature.
- (b) College may terminate this Agreement immediately by providing written notice to Financial Payments due to 1) complaints College receives from students about Financial Payments, or 2) a determination by College, in College's sole discretion, that the Fees assessed under the Cardholder Program are inconsistent with or higher than prevailing marketing rates.
- (c) Financial Payments may terminate this Agreement immediately by providing written notice to College upon the occurrence of any of the following events:
 - (i) Any representation or warranty made by College was inaccurate or untrue when made or becomes inaccurate or untrue during the Term of this Agreement;
 - (ii) Financial Payments believes that College, any Cardholder or any third party has used, is using or could reasonably be expected to use the College Products for any fraudulent, illegal or unauthorized activity;
 - (iii) The College has violated, or Financial Payments believes that College has violated, is violating or could reasonably be expected to violate any MasterCard Standard, Network Rule or Applicable Law;
 - (iv) The Network terminates its sponsorship of reloadable stored-value cards, or substantially changes its regulations or rules governing reloadable stored-value cards in a way that could reasonably be expected to have an adverse impact on Financial Payments;
 - (v) Any action taken or failure to act by or affecting College or its Affiliate that, in Financial Payments' reasonable opinion may in any way adversely affect (A) the good name, goodwill, or reputation of Financial Payments or (B) College's performance of its obligations under this Agreement;
 - (vi) Financial Payments determines, in its sole discretion, that College cannot fulfill its indemnification obligations pursuant to Section 11 of this Agreement;
 - (vii) The issuance of any order, rule or regulation of any regulatory agency or administrative body, or the decision or order of any court of competent jurisdiction that is controlling or binding on Financial Payments, College or any Issuing Bank if the order, rule, or regulation (A) prohibits the College Cards or any other College Product provided pursuant to this Agreement, or the

performance of Financial Payments, any Issuing Bank, College or any other party pursuant to this Agreement, or (B) restricts or materially adversely affects the use, ownership, operation or provision of the College Cards or any other College Product provided pursuant to this Agreement, or, in Financial Payments' opinion, makes the provision thereof unprofitable or undesirable, is unduly restrictive to the business of Financial Payments or would require burdensome capital contributions or expenditures;

- (viii) Any regulator with jurisdiction over Financial Payments or any Issuing Bank criticizes, questions or condemns in its entirety or in part this Agreement, or otherwise requires termination of such agreement or agreements or the modification of such agreement or agreements when such modification has, or in Financial Payments' reasonable opinion may have, an adverse effect on Financial Payments;
- (ix) Any agreement between Financial Payments and an Issuing Bank is terminated for any reason, or an Issuing Bank fails to perform or suspends its performance under such an agreement or provides Financial Payments with notice of any of the foregoing, and Financial Payments is unable to secure a replacement Issuing Bank to perform such services on terms acceptable to it within a reasonable time after such termination, failure, suspension or notice;
- (x) For any reason upon sixty (60) days' prior written notice to College.

10.3 Effect of Termination. In the event of termination of this Agreement, if Financial Payments ceases offering the services provided for under this Agreement, if Financial Payments goes out of business, or if Financial Payments files a petition for bankruptcy, Financial Payments shall return to College:

- (a) All records in Financial Payments' possession pertaining to College's participation in the program for which services under this Agreement are no longer provided; and
- (b) All funds, including Title IV, HEA program funds, received from or on behalf of the College or College's students, for the purposes of the program for which services are no longer provided.

11. INDEMNIFICATION.

11.1 Indemnification by College. In addition to its other indemnification obligations provided for hereunder, College agrees to the extent allowed by law to indemnify, defend and hold harmless Financial Payments, its Affiliates and its and its Affiliate's employees, officers, directors, partners, subcontractors, agents, successors and assigns (collectively, the "Financial Payments Indemnitees") from, against, for and in respect of any and all Losses asserted against, related to, imposed upon, or incurred by a Financial Payments Indemnatee by reason of, resulting from, based upon or arising out of:

- (a) The inaccuracy, untruth, incompleteness or breach of any representation or warranty of College contained in or made pursuant to this Agreement;
- (b) College's failure to comply with Applicable Law, any Policy or the MasterCard Standards;
- (c) Any incorrect or inaccurate information delivered to Financial Payments by or on behalf of College, including Cardholder Data Files and Cardholder Information;
- (d) College's failure to perform or observe any of its covenants or agreements contained in this Agreement;
- (e) College's fraud, negligence or willful misconduct;

- (f) Any subpoena issued by any Governmental Authority for information relating to College;
- (g) The loss or theft of any College Product or funds relating to any College Product while the College Product or funds are in the constructive possession of College; or
- (h) The activities, acts or omissions of any third party to whom NPI is transferred or made available as described herein.

12. MISCELLANEOUS.

12.1 Information. Insofar as the performance of Financial Payments of this Agreement requires data, documents, information, instructions, materials or services of any nature to be furnished in whole or in part by College, College agrees to promptly, accurately, and completely to furnish all such data, documents, information, instructions or materials and to perform such services within such time or times and in such form or manner in accordance with applicable Network requirements or as is otherwise necessary to enable Financial Payments and to perform in a timely manner. Financial Payments shall be entitled to rely upon information and instructions provided by College without verification or review.

12.2 Set-off. College hereby grants and authorizes Financial Payments and Issuing Bank to exercise a right of set-off against funds payable to College pursuant to this Agreement and other funds, including any depository accounts established pursuant to this Agreement.

12.3 Notices Received by the College. The College will deliver to Financial Payments immediately upon receipt copies of any notices or correspondence from any Network, any Governmental Authority or any third party relating to the College Cards or any other College Product or College's performance of its obligations under this Agreement.

12.4 Entire Agreement. This Agreement, together with the attached Schedules, constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes all existing agreements and all other communications between the parties with respect thereto, whether oral or written.

12.5 Modification. Financial Payments may modify this Agreement as necessary to meet any requirements or rules of any Network or Issuing Bank; provided, however, that no such modification will affect the obligations of the parties arising prior to the modification. Financial Payments will provide all modifications of this Agreement in writing to the College. The College may not modify this Agreement without the prior written consent of Financial Payments.

12.6 Assignment. The College may not assign this Agreement or its rights or obligations thereunder without the prior written consent of Financial Payments. Financial Payments may assign this Agreement or its rights and obligations thereunder without prior notice to College and in its sole and absolute discretion.

12.7 Binding Effect. Except as otherwise provided in this Section 12.7, this Agreement and the rights and obligations created hereunder will be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns; and no other person will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided in this Section 12.7, nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon or give any rights or remedies as a third party beneficiary, or otherwise, under or by reason of this Agreement to any person, company, or other entity. Any Issuing Bank engaged with respect to the Card Program shall be an intended third party beneficiary of this Agreement.

12.8 Survival of Terms. Provisions of this Agreement that are intended to survive termination or expiration hereof to give effect to their intent or purpose shall survive the termination or expiration hereof.

12.9 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement will not be affected.

12.10 Force Majeure. Financial Payments will not be in default under the terms of this Agreement or liable for any loss or damage of any kind resulting from any delay or failure to perform its responsibilities under this Agreement due to the occurrence of a Force Majeure Event.

12.11 No Waiver. The failure of any party to this Agreement to enforce at any time any provision of this Agreement or to exercise any right provided in it will not in any way be construed to be a waiver of the provision or right and will not in any way affect the validity of this Agreement or limit, prevent, or impair the right of such party to subsequently enforce the provision or exercise the right. Any waiver must be in an instrument in writing signed by the authorized officer of the respective party. No waiver of any provision or of the same provision on any occasion will operate as a waiver on another occasion.

12.12 No Partnership. No party to this Agreement will be deemed the agent, partner or co-venturer of another party by reason of this Agreement or by the use of the Services by the College.

12.13 Notices. Except as otherwise expressly provided in this Agreement in any particular case, all notices, approvals, consents, requests, or other communications under this Agreement must be in writing and will, if addressed as provided in the following sentence, be deemed to have been given when (a) delivered by hand; or (b) mailed by first class registered or certified mail, return receipt requested, postage prepaid; or (c) sent by private overnight courier service; or (d) sent by telecopy, if immediately after a transmission, the sender's facsimile machine records in writing the correct answer back, and the transmission is promptly followed by hand, mail, or overnight courier service. Unless otherwise so notified by the respective party, all notices, approvals, consents, requests and other communications will be addressed to Financial Payments and College at their respective addresses set forth below:

If to Financial Payments: Financial Payments, LP
2201 Civic Circle
Amarillo, TX 79109
Facsimile No.: (806) 358-4196
Telephone No.: (806) 242-3740

If to College: Clarendon College
1122 College Drive
Clarendon, TX 79226
Telephone No: 806-874-3571
Fax No: 806-874-3571

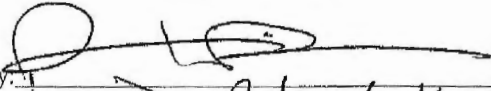
12.14 Governing Law; Venue. This Agreement will be governed by the laws of the State of Texas. Each of the parties irrevocably submit to the exclusive jurisdiction of any state or federal court located in Potter County, Texas with regards to any dispute arising from or in any way relating to this Agreement or the rights or obligations of the parties thereunder. This includes any action or proceeding to compel arbitration or to enforce an arbitration award. Each of the parties hereto (a) acknowledges that the forum stated in this Section 12.14 has a reasonable relation to this Agreement and to the relationship between the parties and that the submission to the forum will apply even if the forum chooses to apply non-forum law; (b) waives, to the extent permitted by law, any objection to personal jurisdiction or to the laying of venue of any action or proceeding covered by this Section 12.14 in the forum stated herein; (c) agrees not to commence any such action or

proceeding in any forum other than the forum stated in this Section 12.14; and (d) agrees that, to the extent permitted by law, a final and non-appealable judgment in any such action or proceeding in any such court will be conclusive and binding on the parties hereto.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first set forth above.

COLLEGE: Clarendon College

By: 

Printed Name: Dr. Robert K. Riza

Title: President / CEO

FINANCIAL PAYMENTS:

By: 

Printed Name: Dave Riggs

Title: EVP

**EXHIBIT A
COLLEGE PRODUCTS**

Student Refund Account Choice

- Solicit Student Choice with Integrated Alert Box Window**
- Securely Maintain Student Choice in Database**
- Use Choice to issue appropriate ID Card**
- Produce DOE Required Reports and Compliance items**

PIC ID Card Issuing Station and Software

Issue ID Debit Cards

Issue ID Non-financial Cards

Issue ID Wallet cards for closed loop network

Direct Deposit Services

- ACH transfer of college payments to Student Choice Account**
- Premier Pay 2 Web Based Payment System**
- Paper Check transfer of college payments to Student Payees**

Closed Loop Wallets (Meal Plan, Declining Balance, Print...)

Closed Loop Terminals (Quick Swipe, iPOS, Vending, Print)

Payment Processing

PAY NOW

Student Payment Plan

Procurement Debit Card

EXHIBIT B
CARDHOLDER ACKNOWLEDGEMENT

College Green Checking Account Agreement and Funds Disbursement Authorization

_____ Community College
Mt Pleasant, TX 75456

Terminal: ****
Date / Time: 6/20/2012 2:59:10 PM

Account Number: 8888888

Name: Haskell, Nathan
SSN / Student ID: ***-**-5893
Driver's License Number: 123456789

Address: 1111 Ridgecrest Cir, Amarillo, TX 79109
Date of Birth: **/**/****

PLEASE NOTE THAT YOU ARE NOT REQUIRED TO OPEN A COLLEGE GREEN CHECKING ACCOUNT WITH HERRING BANK IN ORDER TO RECEIVE AND ACCESS ANY STUDENT DISBURSEMENTS OR REFUNDS FROM YOUR SCHOOL.

Application Information

By submitting this application, you represent that everything you have stated in this application is correct to the best of your knowledge. You understand that this application is subject to approval. You authorize Herring Bank to make any inquiries that the Bank considers appropriate to determine if the Bank should open your account.

We take our responsibility to protect your personal information very seriously. The information you provide on this application allows us to verify your identity and ensure your personal information remains secure. To submit your application, you must agree to review the terms and conditions of the account disclosure documents and enroll in online banking.

Review the Terms and Conditions

You acknowledge and agree that this account is governed by the terms and conditions set forth in the following documents, as amended from time to time: the College Green Checking Account Agreement and Disclosures (along with the Personal Schedule of Fees), and the Herring Bank Privacy Policy for Consumers. You can receive a copy of these documents in a paperless form online at http://www._____.com or by contacting Herring Bank. If you selected the financial account associated with your student ID Debit card you will also receive an email at the end of the business day that contains the terms and conditions of your account.

Direct Deposit

I hereby authorize _____ Community College to distribute my funds into my College Green Checking Account. If I previously designated a non-Herring Bank account, that designation remains in effect. This authorization will remain in effect until I have canceled it in writing or performed a new direct deposit designation. If funds to which I am not entitled are deposited to my account, I authorize _____ Community College, or its agent(s) to direct the bank to return such funds. If funds to which I am not entitled are deposited to my account, and my account is closed or has insufficient funds available, I will repay the overpayments to Herring Bank via a personal check.

I certify that everything I have stated on this form is correct. Herring Bank may keep this form whether or not my account is current, open, or valid. I understand that I must update my personal and credit information at the Bank's request if my conditions change.

Cardholder Signature: _____

Date: 6/20/2012

Parent Signature: _____

Date: 6/20/2012

EXHIBIT C
STATION SOFTWARE

ID Card issuing software that produces both Financial ID Debit Cards and NON-Financial Wallet and Badge Cards.

This includes the interface software that incorporates data from the college ERP Student Record System.

SCHEDULE 4.3
FEES

Student Refund Account Choice		
Implementation Fee	\$ 750.00	
Annual Software Fee	\$ 750.00	
Student Choice Completed	\$1.00 / Choice	
DOE Compliance and Reports	Included	
MasterCard ID Card	\$2.50/Card Issued	
MasterCard ID Card with Prox Chip	\$4.00 / Card Issued	
Badge ID Card (Includes 5 Designs)	\$1.00/Card Issued	
Additional Badge Designs	\$250.00 per Design	
Badge ID Card with Prox Chip	\$2.50/ Card Issued	
Wallet Badge	\$1.50 / Card Issued	
Wallet Badge with Prox	\$3.00 / Card Issued	
Direct Deposit Service		
Data File fee	\$7.00/file	
Credit or debit entry	\$0.30/account	
Manual ACH for returned ACH's	\$5.00	
Paper Check Production	\$8.00	
Premier Pay 2 Payment System	Included	
Annual Software Support Fee	500.00 -Waived	
Card Issuing Station	\$9,000.00 /Station (Does not include receipt printer)	
Card Issuing Station with I-class encoder	\$9,750.00 /Station (Does not include receipt printer)	
Option: Card Issuing Station Use Fee	\$ 125.00 / month	
Supplies for Card Issuing Station		
Color Print Ribbon	\$195.00	500 cards
Film Ribbon	\$100.00	750 cards
Cleaning Kit	\$ 45.00	Recommended every 1000 cards
Meal Plan Wallets	\$2.00	per student/ Semester
Access Wallet for Patron Card	\$2.00	per person / Semester

SCHEDULE 8.1(a)
PROTECTED MARKS



Member FDIC



ISSUING BANK

**Herring Bank
2201 Civic Circle
Suite 300
Amarillo, TX 79109**

806-677-7000



Member FDIC