

EDUCATIONAL COMPUTER SYSTEMS, INC.

MASTER HOSTED PLATFORM AND SERVICES AGREEMENT

This Master Hosted Platform and Services Agreement (the "Agreement"), effective the 24 day of January 2017 (the "Effective Date"), is made by and between Educational Computer Systems, Inc. a Pennsylvania corporation, with an office at 100 Global View Road, Suite 800, Warrendale, PA 15086 ("ECSI"), and Wilmington University Inc., with a principal place of business at 320 Dupont Hwy, New Castle, DE 19720 ("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.
- 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. The Terms of Use are incorporated into this Agreement as if expressly set forth herein.

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.** ECSI will appoint an implementation point of contact to assist with onboarding the Customer onto the Hosted Platform for the provision of Services. During the initial implementation, ECSI will notify Customer that the Services and Hosted Platform are ready for testing in live production mode. Customer shall promptly conduct its user acceptance testing and notify ECSI of its results, including any required changes, which ECSI shall promptly remediate. The Hosted Platform and Services shall be deemed to be accepted by Customer for ECSI upon the earlier to occur of (1) the date Customer executes ECSI's "Acceptance Form" (which acceptance shall not be unreasonably delayed) or (2) 60 calendar days from the date of ECSI's notice that the Services are ready for testing. Nothing in this section shall be construed to change the Term of this Agreement or any Service Order Form. Customer acknowledges and agrees that customization of Customer's systems may be required in order to implement the Hosted Platform. Any customization services shall be negotiated in a Professional Services Agreement, as provided under Section 10.2.
- 2.3 **Customer Support.** ECSI will provide Customer with Customer Support. For purposes of this Agreement, "Customer Support" shall mean assistance provided directly to Customer to resolve any errors or issues with the Hosted Platform. Technical Support services are provided between 7:30 AM to 8:00 PM EST, Monday – Friday (excluding ECSI holidays) by telephone at (800) 437-6931 and/or by email at clientsupport@ecsi.net. Customer shall appoint an internal point of contact for communicating with ECSI for Customer Support.
- 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 reasonable and customary standards. Customer shall be responsible for the authenticity and accuracy of all information and data submitted to ECSI.
- 2.5 **Customer Review; Error Correction.** Customer shall review all reports and files furnished by ECSI for accuracy, compliance with all applicable federal and state laws and regulations, and shall cooperate with ECSI to reconcile any out of balance conditions or discrepancies. Customer acknowledges such furnished reports and files may or may not include principal, interest, late fees, other fees, fines, and/or collection fees and hereby warrants that any amount above the principal obligation is supported by a written agreement between the student and the Customer and/or is specifically allowed by applicable law.

Customer hereby understands and agrees that Customer determines obligation amounts including the assessment of any amount in addition to the principal amount. Any communication with a student by the Customer shall correctly and accurately inform the student of how obligations are calculated and inform students that all amounts related to an obligation are assessed by the Customer. At no time shall Customer communicate in writing or otherwise that any obligation amount is assessed or charged by ECSI. As applicable, Customer shall be responsible for balancing its accounts each month and immediately notifying ECSI of any errors after Customer's receipt of the work containing the error. If Customer so notifies ECSI and if the error was caused by ECSI personnel, systems, or equipment, then ECSI shall correct such error or provide for another mutually agreeable resolution at no additional charge to Customer. If Customer so notifies ECSI and if the error was not caused by ECSI personnel, systems, or equipment, then ECSI will use commercially reasonable efforts to correct the errors, but work reprocessed and Services performed due to errors caused by Customer or systems or third parties over which Customer has control shall be billed to Customer at ECSI's Professional Services rates, as set forth herein.

2.6 **Consent to Call Cell Phones.** Customer warrants that Customer (initial appropriately) _____ HAS or N/A 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.

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 **Fees.** Customer agrees to pay ECSI for Services it provides to Customer and its Users, as well as any expenses ECSI incurs, as agreed to in the Service Order Form(s). Unless otherwise set forth on the applicable Service Order Form, Customer's payment to ECSI for the Services shall be due within thirty (30) days of the date of ECSI's invoice to Customer for the Services. In addition to any fee increase terms contained in each Service Order Form, ECSI reserves the right, upon no less than ninety (90) days' prior written notice to Customer, to increase the fees and expenses set forth on each Service Order Form; provided, however, that such increase shall not occur more than once per annum and such fees shall not be increased by more than three percent (3%) over the prior year's fees.

3.2 **Taxes.** Customer shall be solely and exclusively responsible for the payment of 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. ECSI acknowledges that Customer is a tax exempt, not-for-profit entity, and Client will present TouchNet with necessary tax exempt certifications.

3.3 In the event of any failure by Customer to make payment to ECSI as required under this Agreement ECSI shall have all rights and remedies available at law or in equity. In the event Customer funds held by ECSI do not cover amounts owed to ECSI, Customer expressly authorizes ECSI to debit Customer's bank account for amounts Customer owes ECSI.

3.4 **Other ECSI Remedies.** In the event Customer is more than thirty (30) days late on any 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 fees owed to ECSI.

4. TERM

4.1 **Term.** This Agreement will commence on the Effective Date and will continue in effect until otherwise terminated in accordance with Section 4.2 below.

4.2 **Termination.** In the event of a material breach of this Agreement or of the terms of a Service Order Form 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. 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.

4.3 **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.

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, 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 within the United States and 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, 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.
- 5.4.3. When ECSI provides billing services for Customer, Customer shall promptly notify ECSI of all bankruptcy petitions filed by its current or former students to the extent that ECSI performs Services on accounts held by those current or former students.
- 5.4.4. ECSI, may immediately disable Customer's access to the Services or remove all or a portion of the Customer Data, without refund, if ECSI reasonably believes that Customer or any of its Users have violated any of the provisions set forth in this 5.4.

6. CONFIDENTIALITY

- (a) **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 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:
 - (i) the terms and pricing of this Agreement;
 - (ii) information, if disclosed in writing, that bears a stamp, label, or legend indicating the confidential, secret, proprietary, or similar status thereof;
 - (iii) information, if disclosed orally, that is followed-up (within ten (10) days following the oral disclosure) with a written memorandum that describes the information claimed to be confidential and that describes the time, place, and circumstances of the oral disclosure;
 - (iv) any internal processes,
 - (v) 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;
 - (vi) the contents of Customer's Student Information System to the extent such content consists of information concerning which Customer is itself under a confidential obligation; and
 - (vii) the trade secrets of Customer.

Confidential Information does not include information that:

- (i) is already known by the Recipient prior to disclosure by the Discloser, as evidenced by written documents in the Recipient's files;
- (ii) is or becomes publicly available through no wrongful act or omission by the Recipient;
- (iii) is rightfully received by the Recipient from third parties without accompanying secrecy obligations;
- (iv) is independently developed by Recipient, as demonstrated through written documentation in Recipient's files; or
- (v) is approved in writing by the Discloser for release to the public.

6.1 Reserved.

- 6.2 **Non-Disclosure of Confidential Information.** During the term of this Agreement and for a period of three (3) years following termination or expiration of this Agreement, 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. If the Confidential Information is a trade secret, as determined by applicable law, the obligation to preserve its confidentiality shall continue for the longer of the period set forth above or until such time it is determined that such information no longer constitutes a trade secret. If the Confidential Information is personally identifiable information then the obligation of confidentiality shall continue indefinitely.
- 6.3 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.
- 6.4 **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 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 in a timely and professional manner. ECSI further warrants that the Services, as provided by ECSI, to the best of its knowledge, will not contain any viruses, time bombs, or other disabling mechanisms introduced by ECSI, and that ECSI will constantly monitor its systems and use its best efforts to ensure that no such mechanisms are introduced into its systems. 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 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, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. 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 **Indemnification by ECSI.** ECSI shall defend, indemnify and hold Customer, its officers, employees, affiliates, agents and other representatives harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("*Claims*") made or brought against Customer by a third party (i) alleging that the use of the Services as contemplated hereunder infringes a copyright, a patent, or a trade secret or trademark of a third party; (ii) for injury to person or damage to real or tangible personal property to the extent caused by the negligent acts or omissions of ECSI's personnel while they are providing the Services to Customer under this Agreement or any willful misconduct or grossly negligent conduct by ECSI, ECSI personnel, or ECSI's agents; (iii) arising out of ECSI's violation of Law or breach of the confidentiality provisions hereunder; or (iv) alleging that any ECSI personnel is a Customer employee and not ECSI's employee or an independent contractor, including, but not limited to: (a) any claim that Customer is required to pay taxes or employee benefits on behalf of any ECSI personnel; (b) any claim, lawsuit, or proceeding brought against Customer by any ECSI personnel alleging an employer-employee relationship between the plaintiff and Customer; and (c) any breach or alleged breach by any subcontractor of any of the provisions of this Agreement, including, but not limited to, the provisions regarding subcontractors looking only to ECSI for payment for services that may be rendered. Notwithstanding the foregoing, ECSI shall not be required to indemnify Customer to the extent that an alleged infringement: (a) is based upon information, requirements or directives furnished by Customer; (b) is the result of a modification to the Services made by or on behalf of Customer; or (c) arises from use of the Services in a manner not permitted or contemplated by this Agreement. For clarity, in the event that an infringement is caused by the acts or omissions of both parties, ECSI will not be excused from its indemnification obligations set forth herein; however, the

parties will agree upon an equitable adjustment of the costs based on the proportion of each party's responsibility for such infringement. If Customer is enjoined from using the Services or ECSI reasonably believes it will be enjoined, ECSI shall have the right, at its sole option, to obtain for Customer the right to continue use of the Services or to replace Services so that they are no longer infringing and continue to conform materially in accordance with the terms of this Agreement or any associated Order. If neither of the foregoing options is reasonably available to ECSI, then use of the Services may be terminated at the option of ECSI and ECSI's sole liability shall be to refund any prepaid fees paid by Customer.

- 8.2 **Indemnification by Customer.** Customer shall defend, indemnify and hold ECSI, its officers, shareholders (or members or partners, if applicable), subsidiaries, employees, affiliates, agents and other representatives harmless from any Claims made or brought by a third party: (i) based on the unauthorized disclosure of Customer Data resulting from the conduct or negligence Customer or any entity other than ECSI or its representatives, agents, subcontractors or affiliates contracted by or acting on Customer's behalf; (ii) alleging that the Customer Data (as provided by Customer to ECSI) infringes the rights of, or has caused harm to a third party; (iii) arises out of a claim that Customer or, its Employees' or Authorized Parties' have used the Services in breach of this Agreement; (iv) for injury to person or damage to real or tangible personal property to the extent caused by the negligent acts or omissions of Customer's personnel in connection with the provision of the Services to Customer under this Agreement or any willful misconduct or grossly negligent conduct by Customer, Customer personnel, or Customer's agents; (v) arising out of Customer's violation of Law in connection with its obligations hereunder or under any Order, or breach of the confidentiality provisions hereunder.
- 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).
- 8.4 **Limitation on Indemnity.** Notwithstanding the foregoing, to the extent that any indemnifiable Claims hereunder result from the negligent or wrongful acts or omissions of the indemnified party, its agents, employees or subcontractors, the indemnifying party will not be excused from its obligations hereunder; however, the parties will agree upon an equitable adjustment of the costs based on the proportion of each party's responsibility for such Claim.
9. **LIMITATION OF LIABILITY.**
- 9.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS, EITHER PARTY'S INDEMNIFICATION OBLIGATIONS AND/OR CLIENT'S PAYMENT OBLIGATIONS,

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SERVICES FEES ACTUALLY PAID BY CUSTOMER IN CONSIDERATION FOR THE SERVICES DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

9.2 IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

10. GENERAL PROVISIONS

- 10.1 **Piggyback Provision.** Customer may permit other 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 **Additional Professional Services.** At Customer's request, ECSI will provide resources to perform services such as software development and testing for customization, modifications, additional training, custom reports and other custom developed services related to the Services. Such Professional Services will be provided pursuant to an agreement for Professional Services. ECSI's rate for Professional Services is \$150.00 per hour, plus reasonable travel and living expenses, if any. ECSI shall not be obligated to begin work on a PSA unless signed by Customer or to incur travel and living expenses unless Customer agrees to pay for them in writing.
- 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 **Use of Name and Logo.** In the event that it is required to fulfill the Services obligations, 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 and as may otherwise be necessary to provide the Services as requested by Customer.
- 10.5 **Governing Law.** This Agreement shall be construed and governed by the laws of the State of Delaware without regard to legal principles related to conflict of laws.
- 10.6 **Entire Agreement.** This Agreement along with the Service Order Form(s), and Terms of Use 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.

- 10.7 **Amendments.** This Agreement and any Service Order Form(s) shall not be modified except by written amendment signed by each of the Parties.
- 10.8 **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.
- 10.9 **No Waiver of Rights.** Any failure of ECSI to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.
- 10.10 **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 scanned version of an original signature transmitted to the other Party is effective as if the original was sent to the other Party.
- 10.11 **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 and all Service Order Form(s) 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. For the avoidance of doubt, ECSI's approved use of subcontractors will not relieve ECSI of any obligations incurred as a result of the acts or omissions of any subcontractors.
- 10.12 **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.
- 10.13 **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.
- 10.14 **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 not involving the personnel of the party or its

subcontractors, 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.

- 10.15 **Higher Education Act.** ECSI and Customer agree to comply with the applicable statutory provisions of or applicable to Title IV of the Higher Education Act as set forth in 34 CFR 668.25, including those set forth expressly in Addendum A hereto.
- 10.16 **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 or national origin.
- 10.17 **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.
- 10.18 **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.
- 10.19 **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.

Signatures on following page.

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: Wilmington University

Educational Computer Systems, Inc.

By: [Signature] 1/27/17

By: [Signature] 1-24-17

Name: Heather A. O'Connell

Name: Gary T. Jenkins

Title: Senior VP and CFO

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.
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. **Users: Passwords, Access and Notification.** Customer shall authorize access to and assign unique passwords to the number of Users purchased by Customer on the Service Order Form(s). User logins are for designated Users and cannot be shared or used by more than one User. Customer shall notify ECSI promptly in the event that a User login must be deactivated (i.e., upon separation of the assigned employee from the Customer). Customer shall also contact ECSI for the assignment of a unique login to any new User. Customer will be responsible for the confidentiality and use of User passwords. Customer

will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Hosted Platform or under Customer's account. Customer agrees to immediately notify ECSI if Customer becomes aware of any loss or theft or unauthorized use of any Customer or User passwords.

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 668.25, 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.

TaxSelect Service Order Form Number: 001

THIS SERVICE ORDER FORM NUMBER 001 is made as an addendum to the Educational Computer Systems, Inc. Master Hosted Platform and Services Agreement, dated 1-24-17 by and between Educational Computer Systems, Inc. a Pennsylvania corporation, with an office at 100 Global View Drive, Warrendale, PA 15086 ("ECSI"), and Wilmington University Inc., with a principal place of business at 320 Dupont Hwy, New Castle, DE 19720 ("Customer"). ECSI and Customer may individually be referred to herein as "Party" or collectively as "Parties".

1. **Services.** ECSI shall render the following Services to Customer:

1098-T Services per the proposal dated June 2016, attached hereto, the terms of which are incorporated into this Service Order Form as if set forth expressly herein.

2. **Fees; Payment Terms**

Fees for Paper/Mailed 1098T Forms: \$xxxx

Fees for Electronic 1098T Forms: \$xxxx

Fees are based on Customer's anticipated volume, as set forth in the proposal. Should Customer fail to meet 75% of the stated volume, ECSI reserves the right to charge the following fee for customer service: \$xxxx.

Payments shall be made as follows:

- A. Customer shall pay annually in advance for estimated postage on or before December 31 of the year prior to which the Services will be performed (amount shall be invoiced to Customer) and
- B. The balance shall be paid on or before February 28th of the year in which the Services are performed (amount shall be invoiced to Customer).

3. **Term.** The term of Services under this Service Order Form, shall be for an initial period of five (5) years ("Initial Period"), and thereafter shall automatically renew for additional terms of one (1) year ("Renewal Period") unless one Party provides the other Party notice of non-renewal given at least one hundred twenty (120) days prior to expiration of the then-current term. Customer shall pay ECSI fees for all Services performed up through the date of termination.

4. **Implementation** – The implementation project will begin on the first business day of January 2017. The parties will meet and confer about the implementation of the Services, and will thereafter agree to an implementation project "go live date" (the date that the specified software functionality is available for regular commercial use on the hosted platform by the Customer, students and/or ECSI.) If the implementation is not complete and the product does not go live within 15 calendar days of the agreed upon go live date or within 90 days from execution of this Service Order Form (whichever date is later), due to Customer delays

and no fault of ECSI, Customer agrees to pay all quoted implementation, access, maintenance and customization fees detailed in the cost proposal. In addition, Customer agrees to pay 1/12th of the annual calculated service fees as outlined in the cost proposal, each month until implementation is complete and services are completely live. ECSI may extend implementation start and go live date within a reasonable time frame. If ECSI should extend start and go live dates, new dates will be mutually agreed upon between the parties. Should the implementation schedule change for any reason, all other requirements of this section remain in effect. Implementation must be completed within 15 calendar days of the new mutually agreed upon live date

In some instances, Customer may require customization to implement the Services. If customization is required, the parties will execute a Professional Services Agreement (PSA) outlining the details of the customization, the expense associated with the customization, the completion date for the customizations, and go live date for the services.

If the implementation is not complete and the product does not go live within 15 calendar days of the agreed upon go live date due to Customer delays and no fault of ECSI, Customer agrees to pay all quoted implementation, access, maintenance, and customization fees detailed in the cost proposal. In addition, Customer agrees to pay 1/12th of the annual calculated service fees as outlined in the cost proposal, each month until implementation is complete and services are completely live. If client customization requests cannot be achieved by the implementation project go live date outlined in the above mentioned PSA, ECSI may reasonably extend the date to ensure customization meets client specifications. If ECSI should extend start and go live dates, new dates will be mutually agreed upon between the parties. Should the implementation schedule change for any reason, all other requirements of this section remain in effect. Implementation must be completed within 15 calendar days of the new mutually agreed upon live date.

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: Wilmington University Educational Computer Systems, Inc.

By: [Signature] 1/27/17

By: [Signature] 1-24-17

Printed Name: Heather A O'Connell

Printed Name: Gary T. Jenkins
Director of Finance & Banking

Title: Senior VP and CFO

Title: _____

RefundSelect Service Order Form Number: 002

THIS SERVICE ORDER FORM NUMBER 002 is made as an addendum to the Educational Computer Systems, Inc. Master Hosted Platform and Services Agreement, dated 1-24-17, by and between Educational Computer Systems, Inc., a Pennsylvania corporation, with an office at 100 Global View Drive, Warrendale, PA 15086 ("ECSI"), and Wilmington University Inc., with a principal place of business at 320 Dupont Hwy, New Castle, DE 19720 ("Customer"). ECSI and Customer may individually be referred to herein as "Party" or collectively as "Parties".

1. Customer wishes to engage ECSI to operate and manage its funds disbursement program ("RefundSelect"). **RefundSelect** may include, but is not limited to, the disbursement of financial aid, college refunds, college work-study payments, payroll, 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. 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. ECSI will provide a written implementation guide to assist Customer in preparing to change from paper checks, or its current disbursement system, to ECSI's electronic disbursement.
3. If Customer elects to offer its students the Checking Account choice, and ECSI, its Bank Partner, and Customer agree to place one or more automated teller machines (ATM) on one or more campuses, the terms and conditions for such placement and operation are as follows:
 - A. Whenever Customer shall certify to ECSI that Customer shall facilitate disbursements for more than 2,500 students that principally receive instruction at a particular campus of Customer, and provided that Customer grants the placement right with respect to such Campus, ECSI's Bank Partner shall arrange to place or have placed such an automated teller machine at such campus. As between Customer and ECSI's Bank Partner, the Bank Partner shall operate and manage the automated teller machine at Bank Partner's sole discretion.
 - B. ECSI's Bank Partner will pay for delivery, installation, processing fees and maintenance. ECSI's Bank Partner shall provide the necessary funds for the ATM cash machine to facilitate the Customer transactions. The Customer will provide, at no cost to ECSI or its Bank Partner, dedicated IP connectivity without connection to any other devices, a dedicated telephone line, and a dedicated 110-volt electrical outlet(s) within three feet of the proposed ATM site. The Customer will also pay the monthly maintenance on the telephone line(s) if required.
 - C. Customer agrees that the placement of the ATM within the campus is critical to the success of the program and will work with ECSI and its Bank Partner to guarantee advantageous placement of the ATM inside a visible secure heavy traffic location accessible by large numbers of students on a daily basis. Customer agrees to provide public access to the ATM during regular business hours which shall total no less than 45 hours per week, 8am to 5pm Monday through Friday, excluding official holidays and designated days when Customer is officially closed for business. ECSI's Bank Partner may provide miscellaneous advertising, including but not limited to, digital signage advertising or similar communications through the ATM. Customer agrees to provide a suitable area of no less than 16 square feet, of which the area and access to the area shall be compliant with all regulations, including but not limited to the Americans with Disabilities Act. Customer agrees to maintain a secure environment for ATM servicing, maintain an alarm system for the facility in which the ATM is located, and allow the ATM installer to physically secure the ATM, including but not limited to installing a bolting system into the floor.

- 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.
- F. Customer agrees that during the term of RefundSelect, ECSI's Bank Partner shall have exclusive rights to place any and all ATMs on Customer's campus.

2. RefundSelect Fees.

Customer shall pay ECSI per the fee schedule below.

| Service Description | Billed Per | Fee / Cost | Comments |
|---|----------------|------------|--|
| Refund Disbursement Service, Direct Deposit | Direct Deposit | xxxx | |
| Refund Disbursement Service, Paper Check | Paper Check | xxxx | |
| Paper Check Void Request | Check Voided | xxxx | |
| Direct Deposit Reversal Request | ACH Reversed | xxxx | |
| Monthly Minimum Fee | Month | xxxx | Applicable if above items total less than \$xxxx per month |
| Implementation Setup Fee | One-Time | xxxx | Due upon contract signing. |

- 3. **Term.** The term of RefundSelect under this Service Order Form, shall be for an initial period of three (3) years ("Initial Period"), and thereafter shall automatically renew for additional terms of three (3) years ("Renewal Period") unless a Party provides the other Party notice of non-renewal at least one-hundred-twenty (120) days prior to expiration of the then-current term. Customer shall pay ECSI fees for all services performed up through the date of termination.
- 4. **Implementation.** The implementation project will begin within 15 calendar days after execution of this Service Order Form. The parties will meet and confer about the implementation of the Services, and will thereafter agree to an implementation project "go live date" (the date that the specified software functionality is available for regular commercial use on the hosted platform by the Customer, students and/or ECSI.) If the implementation is not complete and the product does not go live within 15 calendar days of the agreed upon go live date or within 90 days from execution of this Service Order Form (whichever date is later), due to Customer delays and no fault of ECSI, Customer agrees to pay all quoted implementation, access, maintenance and customization fees detailed in the

cost proposal. In addition, Customer agrees to pay 1/12th of the annual calculated service fees as outlined in the cost proposal, each month until implementation is complete and services are completely live. ECSI may extend implementation start and go live date within a reasonable time frame. If ECSI should extend start and go live dates, new dates will be mutually agreed upon between the parties. Should the implementation schedule change for any reason, all other requirements of this section remain in effect. Implementation must be completed within 15 calendar days of the new mutually agreed upon live date.

In some instances, Customer may require customization to implement the Services. If customization is required, the parties will execute a Professional Services Agreement (PSA) outlining the details of the customization, the expense associated with the customization, the completion date for the customizations, and go live date for the services.

If the implementation is not complete and the product does not go live within 15 calendar days of the agreed upon go live date due to Customer delays and no fault of ECSI, Customer agrees to pay all quoted implementation, access, maintenance, and customization fees detailed in the cost proposal. In addition, Customer agrees to pay 1/12th of the annual calculated service fees as outlined in the cost proposal, each month until implementation is complete and services are completely live. If client customization requests cannot be achieved by the implementation project go live date outlined in the above mentioned PSA, ECSI may reasonably extend the date to ensure customization meets client specifications. If ECSI should extend start and go live dates, new dates will be mutually agreed upon between the parties. Should the implementation schedule change for any reason, all other requirements of this section remain in effect. Implementation must be completed within 15 calendar days of the new mutually agreed upon live date.

5. Additional Terms and Conditions.

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

- a) Access. After execution of this RefundSelect Service Order Form and any other documents required by ECSI and Customer is approved to use ECSI's disbursement service, Customer will be assigned a Customer identifier (ID) and a Customer password. Customer will be required to change the Customer password upon its first access to the disbursement service. Thereafter Customer agrees to control and manage its Customer password. Customer will be solely responsible for anyone who utilizes its IDs and passwords. Customer will have the ability to set up additional users to access its accounts and will be responsible for assigning such users passwords and for maintaining the security surrounding its users, passwords and user transaction authority. ECSI will act on instructions received under valid passwords and have no duty to further verify the identity of any disbursement service user with valid passwords and shall not have any liability for transactions occurring on Customer's account when its passwords have been used.

- b) **Entries.** All ACH entries ("Entries") delivered by Customer must comply with the requirements set forth in the NACHA Rules and not be in violation of the laws of the United States.
- c) **Payments.** A settlement account will be maintained by ECSI with Bank Partner for the purpose of funding Customer's Entries ("Account"). Customer must wire its funds to the settlement account before ECSI will initiate Customer's Entries. The total dollar amount of Entries initiated by Customer through ECSI on a given day shall not exceed the lesser of collected or available balances in the Account or a daily dollar limit, should one be established by ECSI ("Daily Dollar Limit"). Establishment of a Daily Dollar Limit shall not be interpreted or construed by Customer as a commitment or agreement by ECSI to provide any credit or loans to Customer. Customer agrees that it will not initiate Entries in excess of its Daily Dollar Limit without the written consent of ECSI. Customer will receive funds for any debit Entry on the ACH settlement date. ECSI shall credit the Account in any amount payable to Customer, subject to ECSI's right to make adjustments in accordance with this agreement.
- d) **Receiver Authorization and Record Retention.** Before Customer initiates the first entry involving a new person or entity ("Receiver"), Customer agrees to take those steps required by the NACHA Rules and the laws of the United States.
- e) **ACH File Limits.** Customer agrees to inform ECSI if its transaction exceeds the limits agreed upon with ECSI. ECSI may review and adjust Customer's ACH file limits from time to time. ECSI will attempt to notify Customer prior to changes.
- f) **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.
- g) **Cancellation and Amendment of Entries.** Customer agrees that it has no right other than the governing rules for ACH to cancel or amend an Entry after it has been received by ECSI. ECSI may act on Customer's request for reversal of an Entry 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 an Entry. 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.

- b) 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.
- i) 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.
- j) Notices and Statements. ECSI is not required to and may not provide any notice of receipt, transmittal or debiting of Entries. Entries and other debits and credits to the accounts will be reflected in the RefundSelect history screen for the accounts.
- k) 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 Entry 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 Entry.
- l) Limitations on Use and Access. Customer has the ability to set up authorized disbursement service Users ("Users") and it is understood that that Customer may allow these Users to initiate ACH entries for Customer. Customer agrees to be responsible for all ACH entries originated by its authorized Users as it relates to accuracy of ACH entries. It is Customer's responsibility to maintain disbursement service security surrounding its Users and its Users' transaction authority. Customer agrees not to initiate transactions or process transactions on behalf of third parties.

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.

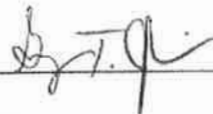
Customer: Wilmington University

Educational Computer Systems, Inc.

By:  1/27/17

Printed Name: Heather A O'Connell

Title: Senior VP and CFO

By:  1-24-17

Printed Name: _____

Title: Gary T. Jenkins
Director of Finance & Banking