

**eRefunds PLUS Service Order Form Number: 3**

**THIS SERVICE ORDER FORM NUMBER 3** is made as an addendum to the Educational Computer Systems, Inc. Master Hosted Platform and Services Agreement, dated 11-11-14, by and between Educational Computer Systems, Inc., a Delaware corporation, with an office at 100 Global View Drive, Warrendale, PA 15086 ("ECSI"), and Trevecca Nazarene University with a principal place of business at 333 Murfreesboro Rd, Nashville, TN 37210 ("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 ("eRefunds PLUS"). **eRefunds PLUS** 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 complaint 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 eRefunds PLUS, ECSI's Bank Partner shall have exclusive rights to place any and all ATMs on Customer's campus.

## 2. eRefunds PLUS Fees.

Customer shall pay invoices per the fee schedule below.

Service Description	Billed Per	Fee / Cost	Comments
Refund Disbursement Service, Direct Deposit	Direct Deposit	0.95	
Refund Disbursement Service, Paper Check	Paper Check	2.75	
Paper Check Void Request	Check Voided	10.00	
Monthly Minimum Fee	Month	- 0 -	Applicable if above items total



			less than \$500 per month
Implementation Setup Fee	One-Time	— 0 —	Due upon contract signing.

3. **Term.** The term of eRefunds PLUS 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 all fees for all services performed up through the date of termination.
4. **Implementation.** After the execution of this Service Order Form, the Parties will meet to discuss the implementation of eRefunds PLUS, and will, thereafter, agree in writing to a date by which the services will be implemented. In some instances, Customer may require customization to implement eRefunds PLUS. If customization is required, the parties will execute a Professional Services Agreement outlining the details of the customization and the expense associated with the customization. If Customer does not begin implementation within ninety (90) days of the Effective Date, or implement the eRefunds PLUS by more than thirty (30) days after the agreed-upon implementation date, and such failure is not due to ECSI, Customer agrees to pay ECSI's estimated monthly revenue of \$ — 0 — for each month thereafter that it is not implemented.

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 eRefunds PLUS 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.
- h) 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 eRefunds PLUS 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.

- I) 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: TREVECCA NAZARENE UNIV.

By: David B Caldwell

Printed Name: DAVID B. CALDWELL

Title: E.V.P. FINANCE & ADMIN.

Educational Computer Systems, Inc.

By: G.T. Jenkins 6-7-17

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

Title: \_\_\_\_\_