



## Contract Award

Date of Award: September 13, 2021

**Contract Number:** 21011128

Buyer: Carla Swoyer

Telephone: 785-864-5972

E-Mail Address: [cswoyer@ku.edu](mailto:cswoyer@ku.edu)

Web Address: <http://procurement.ku.edu/>

**Item:** Student Loan Billing Services

Agency: The University of Kansas  
Location(s): Lawrence, Kansas

**Period of Contract:** September 13, 2021 – September 30, 2024  
(With options available for two (2) one (1) year renewal options)

**Contractor:** Educational Computer Systems, Inc.  
100 Global View Drive, Suite 800  
Warrendale, PA 15086

Financial ID: 0000002692

Prices: See Attached

Scope: Student Loan Billing Services

Subdivisions: Pricing *is* available to all Kansas Board of Regents Universities.

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The above referenced contract award was recently posted to the University of Kansas contract portal. Please contact the listed buyer for contract information.

University of Kansas  
Procurement Services  
Department of Purchasing  
KU-45 (Rev. 5-15)

Contract No.: 21011128

Date: September 27, 2021

CONTRACT

This contract is entered into this **13th** day of **September, 2021** by and between the University of Kansas (University) and **Educational Computer Systems Inc. 100 Global View Drive, Suite 800, Warrendale, PA 15086** (Contractor)

The parties agree as follows:

1. Subject to the terms and conditions of this contract, University hereby accepts the offer of Contractor as expressed by Contractor's response submitted to the KU Purchasing Services in response to Solicitation Number **L100109062 – Student Loan Billing Services (the Solicitation)**.
2. It is understood and agreed that pursuant to the Solicitation, Contractor agrees to furnish **Student Loan Billing Services** for the University for the period from **September 27, 2021 – September 30, 2024 with options available for two (2) additional one (1) year renewals**. on order of the University at the price or prices shown in the attached. University agrees to pay the amount(s) due to the Contractor as shown on proper delivery invoice(s) of the Contractor to the University. Payment will be made as soon after receipt of the invoice(s) as possible in accordance with state law.
3. The Contract includes the attachments hereto, as negotiated by the parties: (1) University of Kansas General Terms and Conditions (2) Contractual Provisions Attachment (KU-146a), (3) the ECSI Master Services Agreement and Attachments and (4) the ECSI Service Order Form.

Contractor: **(Educational Computer Systems, Inc.)**

DocuSigned by:

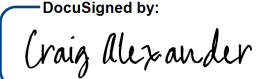
By:   
5153EEF44A5F461...  
Terry Roberts

Title: President / Education Solutions

Date: 10/1/2021

University of Kansas

DocuSigned by:

By:   
D808ACBC4D1B47C...

Craig Alexander

Title: Interim Chief Procurement Officer

Date: 10/1/2021

Service

Year 1

Year 2

Year 3

Year 4

Year 5

		Year 2 rates same as Year 1		Year 4 rates same as Year 3	
In-school rate per loan	0.44		0.46		0.48
In-Grace rate per loan	1.07		1.12		1.18
Monthly repayment rate per loan	1.08		1.13		1.19
Monthly repayment rate eBill/ACH per loan	0.71		0.75		0.79
Connectivity fee - monthly	165.00		173.25		181.91
Credit bureau reporting	28.00		29.40		30.87
Red flag regulation service monthly	55.00		57.75		60.64
Foreign airmail postage per mailing	1.00		1.05		1.10
NSLDS reporting per loan	0.00		0.00		0.00
SOC-1 Audit report	157.50		165.38		173.65
online Entrance Counseling & eSignatures on Prom note per loan	Included		Included		Included
Regulation Z Service for Title X Compliance	5.50		5.78		6.07
Annual Disclosure Service for Enrolled Borrowers	Included		Included		Included
NSLDS for separations/exit interview per loan	Included		Included		Included
Online exit Counseling service per loan	Included		Included		Included
Mailed exit interview service per loan	2.29		2.40		2.52
Daily bankruptcy monitoring per loan	Included		Included		Included
Address & home phone # skip trace per loan	1.38/2.21		1.45/2.32		1.52/2.44
90-day due diligence phone call per call	1.10		1.16		1.22
E-OSCAR service for credit dispute resolution per occurrence	1.10		1.16		1.22
Loan Verification Form/Consolidation service	110.00		116.00		121.80
Paid in full letter service per loan	1.31		1.38		1.45
1098-E tax form processing service per form	1.13		1.19		1.25
Government assignment packets per loan	35.00 Standard 60.00 Enhanced		36.75 Standard 63.00 Enhanced		38.59 Standard 66.15 Enhanced
Grace ending phone call & letter per occurrence	1.38/1.34		1.45/1.41		1.52/1.48
Cancellation confirmation letter per occurrence	1.19		1.25		1.31

Deferment Confirmation letter per occurrence	1.19		1.25		1.31
Non-sufficient fund letter per occurrence	1.19		1.25		1.31
30 day past due phone call per call	1.10		1.16		1.22
30 day past due letter per letter	1.46		1.53		1.61
Cohort letter for Perkins per letter	1.19		1.25		1.31
60 day past due phone call per call	1.10		1.16		1.22
60 day past due letter per letter	Included		Included		Included
Default reduction assistance program (DRAP) per month	11.00		11.55		12.13
90 day past due letter per letter	1.19		1.25		1.31
120 day past due phone call per call	1.10		1.16		1.22
120 day past due letter per letter	1.19		1.25		1.31
Perpetual letters per letter	1.25		1.31		1.38
Conversion fee to utilize UAS for servicing	N/A		N/A		N/A

## Other Optional Services

Red Flag regulation services monthly (Premium)	78.75		82.69		86.82
Professional Services/Custom Programming per hour	150.00		157.50		165.38
Refund services for overpaid student loans	100.00 set-up/2.05 per ACH/3.10 per paper check		105.00 set-up/2.15 per ACH/3.26 per paper check		110.25 set-up/2.26 per ACH/3.42 per paper check
Award Email/Letter services	0.26/1.31		0.27/1.38		0.28/1.45
Emergency Loan Application and eSignature service per application	7.35		7.72		8.11
Co-signer Authentication for eSignature Promissory Notes per attempt	3.70 one attempt/4.70 two attempts/5.70 three attempts		3.89 one attempt/4.94 two attempts/5.99 three attempts		4.08 one attempt/5.19 two attempts/6.29 three attempts
Exit Email/Letter services	0.26/1.31		0.27/1.38		0.28/1.45
150 and 180 days past due calls/letters	1.10/1.19		1.16/1.25		1.22/1.31
State Tax Offset file creation and maintenance per month	105.00		110.25		115.76
State Tax Offset letters	1.19		1.25		1.31

General Ledger/Accounting Feed service	One-time set-up fee TBD/105.00 per month		One-time set-up fee TBD/110.25 per month		One-time set-up fee TBD/115.76 per month
New Loan Fund Set-Up Fee (per new fund)	500.00		525.00		551.25

A 5% general rate increase is imposed every other year.  
Increases to USPS postage rates would result in separate rate increases at cost should they occur.

**University of Kansas**  
**"General Terms and Conditions"**

1. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
2. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Lawrence, Douglas County, Kansas, unless otherwise specified and agreed upon by the University of Kansas.
3. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
4. **Statutes:** Intentionally deleted.
5. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the court of competent jurisdiction in the State of Kansas, including in the United States District Court for the District of Kansas. Venue for any federal or state action or proceeding arising hereunder in which the University is a party shall be in the State of Kansas.
6. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:
  - a. **KU Procurement Services**
  - b. **1246 W. Campus Rd., Rm. 30**
  - c. **Lawrence, KS 66045-7505**
  - d. **RE: Bid number L100109062**
  - e. or to any other persons or addresses as may be designated by notice from one party to the other.See additional requirements at Section 10.17 Notices in the parties' ECSI Master Services Agreement.
7. **Contract Documents; Order of Precedence:** This solicitation and any amendments thereto, and the Contractor's proposal or bid and any amendments thereto are hereby incorporated, along with the KU-146a, into this contract by this reference and shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

Form KU-146a;

Subsequent written modifications to this contract, executed by both parties hereto;

University of Kansas General Terms and Conditions;

Educational Computer Systems, Inc. (ECSI) Master Services Agreement;

8. **Integration:** This contract, in its final composite form, will represent the entire agreement between the parties and will supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties will be independent of and have no effect on any other contracts of either party.

9. **Contract Formation:** No contract shall be considered to have been entered into by the University until all statutorily required signatures and certifications have been rendered and a written contract has been signed by Contractor.
10. **Modification:** This contract may only be modified by written agreement of the parties. No alteration or variation of the terms and conditions of this contract will be valid unless made in writing and signed by the parties. Every amendment must specify the date on which its provisions will be effective.
11. **Termination for Cause:** In addition to the terms contained in Section 4.1 Termination for Cause and Section 4.3 Effect of Termination in the parties' ECSI Master Services Agreement, the KU Director of Procurement Services (Director) may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:  
the Contractor fails to make delivery of goods or services as specified in this contract; or
- i. the Contractor provides substandard quality and/or workmanship;  
the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.
  - ii. The Director shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as KU may authorize in writing), the Director shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.
12. **Termination for Convenience:** Intentionally deleted.
13. **Accounts Receivable Set-Off Program:** K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes vendors against debts owed by the vendors to the State of Kansas. Payments setoff in this manner constitutes lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.
- During the course of this contract if the Contractor is found to owe a debt to the State of Kansas, payments to the Contractor may be intercepted / set off by the State of Kansas. Notice of the setoff action will be provided to the Contractor. The Contractor shall credit the University's account in an amount equal to the funds intercepted.
14. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and who are providing services involving this contract or services similar in nature to the scope of this contract to the University. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two (2) years after that state employee's termination of employment with the State.
15. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers' compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

16. **Staff Qualifications:** The Contractor agrees that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be qualified to perform the work required.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications that results in a breach of the contract, may result in termination of this contract and/or damages.

17. **Subcontractors:** See Section 2.8 Subcontracting in the parties' ECSI Master Services Agreement. Further any applicable terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The University of Kansas requires tax information regarding all subcontractors be disclosed upon request.

18. **Industry Standards:** Materials or work called for in this contract will be furnished and performed in accordance with established practice and standards recognized by the contracted industry and comply with all codes and regulations that apply.
19. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any University employee at any time.
20. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the University.
21. **Third Party Beneficiaries:** This contract does not provide any enforceable rights to any third party.
22. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all applicable federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
23. **Environmental Protection:** The Contractor shall abide by all applicable federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency as required by law. A violation of applicable laws, rule or regulations may result in termination of this contract.
24. **Proof of Insurance:** Upon request, the Contractor shall present satisfactory evidence of Workers' Compensation, Commercial Liability, and Property Damage Insurance to KU Procurement Services.
25. **Hold Harmless:** See Section 8.1 ECSI Indemnification in the parties' ECSI Master Services Agreement.

Further, the University shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any third party loss or third party damage to property in the Contractor's custody and control, where such loss or destruction is to State property. The Contractor shall do



nothing to prejudice the University's right to recover against third parties for any loss, destruction or damage to State property.

26. **Care of University Property:** Intentionally deleted.

27. **Confidentiality:** In the event of any conflict of terms with Section 6 Confidentiality in the parties' ECSI Master Services Agreement, the terms in the ECSI Master Services Agreement will prevail of this Section 27. All University information or data is considered confidential information. Contractor agrees to return any or all information or data furnished by the University promptly at the request of University, in whatever form it is maintained by Contractor unless required by state or federal law or regulation to be maintained. Upon termination or expiration of this contract, the Contractor and each of the persons and entities working for the Contractor shall destroy or return at University's request all data, information electronic, written, or descriptive materials or any related matter of any type including but not limited to drawings, blueprints, descriptions, or other papers or documents which contain any such confidential information, with the exception of any data that Contractor is under a legal or regulatory obligation to retain.

A. **Treatment of Confidential Information.** Contractor may have access to information and private or confidential data ("confidential information"), maintained by University, to the extent necessary to carry out Contractor's responsibilities under this contract. This confidential information may include, but is not limited to security arrangements, personal financial information, information regarding undercover law enforcement agents, social security numbers, student employees, medical providers and/or their recipients, etc. Contractor agrees that any confidential information it may have in its custody regarding any participant or other information identified by the University as being private or confidential shall be kept strictly confidential. Except as otherwise expressly provided, including to provide the services, Contractor may not disclose any confidential information at any time to any person or entity. Contractor agrees to comply with all applicable state and federal confidentiality laws in providing services under this contract. Contractor also agrees to the following:

1. Contractor shall be fully responsible for providing adequate supervision and training to its agents and employees to ensure compliance with all applicable State and Federal laws regarding confidentiality and/or open records issues. All electronic data shall be secured through encryption or other comparable security measures.
2. Contractor shall limit access to confidential information solely to staff of Contractor who has a business need to know for purposes of fulfilling Contractor's obligations under this contract.
3. Intentionally omitted.
4. Intentionally omitted.
5. All confidential information of the University shall be and remain the sole property of the University. Upon termination of this contract or at the request of the University, the Contractor shall deliver all confidential information promptly to the University and shall not make, retain or distribute any copies thereof, unless required by applicable state or federal law.

B. **Unauthorized Use.** The Contractor shall not use the names, home address, phone numbers, or any other information obtained by implementation or execution of this contract about employees, citizens, vendors or other information for any purpose other than the performance of this contract.

C. **Press Releases, Public Statements, and/or Communications.** See Section 10.12 Publicity in the parties' ECSI Master Services Agreement.

- D. **Injunctive Relief.** Contractor acknowledges that any breach of its confidentiality obligations hereunder will constitute immediate and irreparable harm to the University, and/or its successors and assigns, which cannot adequately and fully be compensated by money damages and will warrant, in addition to all other rights and remedies afforded by law, injunctive relief, specific performance and/or other equitable relief.
- E. **Confidential Information.** Except as otherwise provided in Section 8 Indemnification in the parties' ECSI Master Services Agreement, Contractor shall hold harmless and indemnify the University for expenses or damages, of any kind, incurred or suffered by the University as a result of the unauthorized disclosure caused by Contractor or any agent, representative, employee or subcontractor of Contractor. In the event that a breach of any of ECSI's security obligations results in the disclosure of Customer Data requiring data subject notification under applicable law, as determined in ECSI's reasonable discretion, ECSI agrees to notify Customer within 72 hours, and in accordance with applicable law, if legally permitted to do so. In the event of a breach of any of ECSI's security obligations that ECSI determines does not require data subject notification under applicable law, ECSI will inform University of such breach as expeditiously as possible and without unreasonable delay after its confirmation. Contractor shall also be responsible and liable for any and all damages to individual data subjects due to a breach of any of ECSI's security obligations results in the disclosure of Customer Data. In the event of any security breach in which the personally identifiable information of one or more of Customer's End Users is compromised or is potentially compromised that results in a legal requirement for data subject notification, Contractor shall be responsible and pay for any related damages, expenses, and costs (including lost wages and efforts spent to defend or correct against identity theft) caused to individual data subjects for the disclosure of the PII that resulted in the notification. Contractor shall provide notice to the University and affected individuals of such disclosure. In addition to any remedial measures required by law or applicable legal, governmental or regulatory authority, Contractor shall cover costs of losses for remedial measures to individuals which may include but are not limited to, costs of notification to individuals, establishment and operation of call centers, credit monitoring for a period of twelve (12) months and restoration services. Contractor will require these same terms herein to apply to any of third party vendor or subcontractor of Contractor that may have liability under this section. University will provide relevant contact information to enable ECSI to contact the correct University personnel in the event of a breach.
- F. **Survive Termination.** The provisions of this Section, Confidentiality, shall survive termination of this contract.
28. **Injunctions:** Should the University be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the University, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.
29. **Force Majeure:** See Section 10.14 Force Majeure in the parties' ECSI Master Services Agreement.
30. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by University shall not constitute a waiver.
31. **Criminal Or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or

subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

32. **Rights and Remedies:** The rights and remedies of both parties provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.
33. **Retention of Records:** Unless the University specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving billing and payment transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

The Contractor agrees that authorized federal, state and university representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of university, state and/or federal agencies shall have access to and the right to examine billing and payment records during the contract period and during the seven(7) year post-contract period. See also Section 6.4 Return and Retention of Confidential Information in the parties' ECSI Master Services Agreement.

34. **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to the University all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the University of Kansas relating to the particular products or services purchased or acquired by the University pursuant to this contract.
35. **Immigration and Reform Control Act of 1986 (IRCA):** All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) form.

With the acceptance of this contract, the Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the University's option, may subject the contract to termination and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce to University any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification or like under the contract.

36. **Federal Defend Trade Secrets Act (DTSA):** All contractors are expected to comply with the Federal Defend Trade Secrets Act (DTSA), as may be amended from time to time. Contractor warrants and represents that Contractor has complied with the notice requirements of DTSA's whistleblower immunity provisions. Contractor agrees to indemnify, defend, and hold harmless University and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as

“Indemnified Party”) against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any violation of DTSA by Contractor or its employees, directors, officers, subcontractors, agents or other members of its workforce. Contractor’s obligation to indemnify any Indemnified Party shall survive the expiration or termination of the contract.

**37. FERPA Language (if applicable):**

- A. **Use and Disclosure of University Data.** Contractor agrees to comply with all state and federal confidentiality laws in providing services under this Contract. Any University data that Contractor may access in performing its obligations shall be held in strict confidence and shall not be further used or disclosed unless authorized in writing by University or required by law.
- B. **Safeguards.** Contractor shall develop, implement, maintain, and use reasonable and appropriate administrative, technical, and physical safeguards (including any required by federal law) to protect the confidentiality, integrity and availability of University data in any form or media, created, received, maintained or transmitted on behalf of the University. Contractor shall document and keep these security measures current.
- C. **Subcontractors.** If Contractor provides any University data received from, or created for, University to a subcontractor or agent, then Contractor shall require such subcontractor or agent to agree in writing to substantially similar restrictions and conditions as are imposed on Contractor.
- D. **Notice of Unauthorized Use or Disclosure, Security Incident or Breach.** Contractor agrees to notify the University of any use or disclosure of University data that is not permitted by the contract, or any security incident or breach involving the University data, as expeditiously as possible and without unreasonable delay after discovery of the unauthorized use, security incident or breach. In the event that a breach of any of ECSI’s security obligations results in the disclosure of Customer Data requiring data subject notification under applicable law, ECSI agrees to notify Customer within 72 hours and in accordance with applicable law, if legally permitted to do so. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a misuse or unauthorized disclosure of University data by the Contractor in violation of the requirements of this Section.
- E. **Red Flags.** Contractor shall be responsible for implementation of an Identity Theft Monitoring Policy and Procedure to protect individuals’ information that may be breached by the Contractor under applicable Federal Trade Commission Regulations Red Flag Rules.
- F. **Disclosure of Practices, Books and Records.** Contractor agrees to make available records relating to the use and disclosure of University data received from the University, or created or received by Contractor on behalf of University, available to the University or the U.S. Department of Health and Human Services or the U.S. Department of Education in a time and manner designated by the University or relevant Department, for the purposes of determining the parties compliance with applicable federal confidentiality laws and corresponding regulations.
- G. **Termination.** Upon termination, cancellation, expiration, or other conclusion of the contract, Contractor shall return to University or, if return is not feasible, destroy all University data in whatever form or medium that Contractor received from or created on behalf of University. This provision shall also apply to all University data that is in the possession of subcontractors or agents of Contractor. In such case, Contractor shall retain no copies of such information. Contractor shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the

conclusion of this contract. Within such thirty (30) day period, Contractor shall certify in writing to University that such return or destruction has been completed. If Contractor destroys the University data, it shall be done with the use of technology or methodology that renders the data unusable, unreadable, or undecipherable to unauthorized individuals. If Contractor believes that the return or destruction of the data is not feasible, Contractor shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction is not feasible, Contractor shall extend the protections of the contract to the University data received from or created on behalf of University, and limit further uses and disclosures of such University data, for so long as Contractor maintains the data.

H. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless University and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this section entitled "Confidentiality" or from any acts or omissions related to this "Confidentiality" section by Contractor or its employees, directors, officers, subcontractors, agents or other members of its workforce. Contractor's obligation to indemnify any Indemnified Party shall survive the expiration or termination of the contract.

I. **HIPAA Confidentiality.** Intentionally omitted.

38. **Incorporated Terms:** The Vendor Suspension, Vendor Debarment, and Dispute Resolution sections of the University's Purchasing Procedures Manual, which is available at <http://procurement.ku.edu/purchasing-policy-and-procedures>, are incorporated herein by this reference for all purposes and shall govern the parties' obligations and responsibilities with respect to the same subject matter. The University may revise and update these sections of the Purchasing Procedures Manual at any time and at the University's discretion and without notice. When any change is made, a revised version will be posted upon effective date.
39. **Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide reasonable and assistance to University to allow for a functional transition to another contractor.
40. **Prices:** Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the University. Failure to provide available price reductions may result in termination of the contract.
41. **Price Adjustments:** The agreed upon Rate Sheet for pricing in the first five years of service for Contract No. 2101128 shall control over any contrary terms in Section 3.1 of the parties' ECSI Master Services Agreement. Price increases shall not exceed five percent (5%) of the existing contract price. The University of Kansas reserves the right to accept, amend or deny any such price increase. If parties to the contract cannot agree on renewal terms, the contract will expire or terminate at the end of the term.
42. **Payment:** Payment Terms are Net 30 days. Payment date and receipt of order date shall be in accordance with the Kansas Prompt Payment Act, K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30<sup>th</sup> calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed

to in writing by the Contractor and the state agency. NOTE: If the 30<sup>th</sup> calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contractor's response to the University's solicitation.

See also Section 3 Fees; Payment Terms in the parties' ECSI Master Services Agreement.

43. **Indefinite Quantity Contract:** This contract is an open-ended contract between the Contractor and the University to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made.

44. **Inspection:** The University reserves the right to reject, on arrival at destination, any items which do not conform to the specifications of this contract.

45. **RESERVED**

46. **RESERVED**

47. **RESERVED**

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52. **RESERVED**

53. **RESERVED**

54. **RESERVED**

#### **FOR IT-BASED PROJECTS ONLY**

55. **ADA Compliance:** The University is committed to making its facilities, services, programs, and activities readily accessible to and usable by individuals with disabilities as required by law. The University seeks products and services and that will allow it to meet that commitment. Accordingly, Contractor will design, produce, and/or deliver its software, products, or services or make adjustments as reasonably necessary to design, produce, and/or deliver its software, products, or services in such a way that will enable the University to comply with the [Kansas Information Technology Policy 1210: State of Kansas Web Accessibility Requirements \(IT Policy 1210\) is here](#) and [Section 508 of the Rehabilitation Act of 1973, as amended \(29 U.S.C. § 794d\)](#) to the extent the Contractor's software, products or services may be covered by that Act. The University recognizes that Section 508 of the Rehabilitation Act includes an exception for compliance where it would create an undue burden on Contractor.



KU requires an affirmation of conformance to the ITEC Policy 1210- State of Kansas Accessibility Requirements:  
[Web Content Accessibility Template \(WCAT\)](#)

To the extent the University learns of an area of non-compliance with Section 508 of the Rehabilitation Act or the Web Content Accessibility Guidelines (WCAG 2.0) described in the WCAT, University will notify Contractor and Contractor will make good faith, commercially reasonable efforts to remedy the area of non-compliance. If Contractor is unable to remedy the non-compliance, University may terminate the Agreement without further liability. If the University notifies the Contractor that a person has made a claim against the University concerning accessibility of products or services furnished by the Contractor under this contract, the Contractor will work with the University in an effort to remedy the claim in a timely manner.

State of Kansas  
 University of Kansas  
 KU-146a (Rev. 05-2018; MAT 8/12/2021)

## CONTRACTUAL PROVISIONS ATTACHMENT

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the University of Kansas or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions beyond the terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

3. **Termination Due To Lack Of Funding Appropriation:** Intentionally omitted.

4. **Kansas Law and Venue:** All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts of competent jurisdiction located in the State of Kansas, including the United States District Court for the District of Kansas.

5. **Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116 or federal or other state equivalent; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year. In accordance with the Governor's Executive Order 18-04, the University has policies prohibiting sexual harassment, discrimination, and retaliation. The University's applicable policies on sexual harassment, discrimination, and retaliation are available at <http://policy.ku.edu/> and provide for confidentiality and anonymous reporting.

**Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403).

8. **Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.

11. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.



12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. **Privacy of Student Records:** In the event of any conflict between this Section 14 and the parties' ESCI Master Services Agreement, the provisions in the ESCI Master Services Agreement will prevail. Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.

## EDUCATIONAL COMPUTER SYSTEMS, INC. MASTER SERVICES AGREEMENT

This Master Services Agreement including all attachments (the “Agreement”), effective the date of the last signature below (the “Effective Date”), is made by and between Educational Computer Systems, Inc. a Pennsylvania corporation, with an office at 100 Global View Drive, Suite 800, Warrendale, PA 15086 (“ECSI”), and The University of Kansas, a Public University, with a principal place of business at 1246 West Campus Road, Lawrence, KS 66045 (“Customer”). ECSI and Customer may individually be referred to herein as “Party” or collectively as “Parties”.

### 1. DEFINITIONS

- 1.1 **Account Holder** means a student, borrower, or other third party that owes a debt to Customer.
- 1.2 **Customer Data** means all information, files, content, figures, images, text, files or other data, including Personally Identifiable Information, provided to ECSI by Customer for ECSI’s use in connection with the Services.
- 1.3 **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.
- 1.4 **Hosted Platform** means ECSI’s proprietary loan servicing and third-party billing service networks and systems.
- 1.5 **Personally Identifiable Information** means (a) student names; (b) students’ parent and family members’ names; (c) students and students’ families’ address; (d) personal identifiers, such as social security numbers, student number, or biometric record; (e) indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; or (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty, as defined by the regulations governing the Family Educational Rights and Privacy Act (“FERPA”), 34 C.F.R. § 99.3.
- 1.6 **Services** means ECSI’s loan servicing and related fulfillment services, third-party billing services, tuition payment plan services, refund disbursement services, tax document services, call center services operating on the Hosted Platform and other services as may be defined in the Service Order Form.
- 1.7 **Service Order Form** or **SOF** means each ECSI ordering document signed by the Parties identifying the specific Services ECSI will provide Customer, setting forth the prices for such Services and specific terms and conditions for the Services ordered.
- 1.8 **Customer User** means any Customer employee, consultant, or agent who Customer authorizes to access the Services.
- 1.9 **Terms of Use** means the terms and conditions governing Account Holders’ and Customer Users’ use of the Hosted Platform, found at [https://www.ecsi.net/terms\\_of\\_use.html](https://www.ecsi.net/terms_of_use.html), and attached hereto as Exhibit A. The Terms of Use are incorporated into this Agreement as if expressly set forth herein.
- 1.10 **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.** Subject to these terms and conditions and those in the applicable SOF, ECSI will provide the Services specified on each Service Order Form to Customer. In the event of a conflict between the terms and conditions set forth in any SOF, and this Agreement, the terms and conditions in the SOF shall control.
- 2.2 **Implementation.** ECSI will appoint a team member to assist with implementing Customer’s Services. ECSI will notify Customer when the Services are ready for testing, Customer will promptly conduct its testing and notify ECSI of the results, including any requested changes, which ECSI shall promptly address.

ECSI will deem the Services to be accepted by Customer upon the earlier of (1) the date Customer executes ECSI's Acceptance Form (which acceptance shall not be unreasonably delayed) or (2) sixty (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 set forth in Section 4 below, or the Term of any Service Order Form.

- 2.3 **Customization.** Customer acknowledges and agrees that customization of Customer's systems may be required in order to implement the Services to Customer's specifications. Any customization services provided by ECSI will be memorialized in writing, as provided in Section 2.4.
- 2.4 **Professional Services.** At Customer's request, ECSI will provide resources to perform additional services such as software development and testing for customization, modifications, additional training, creating custom reports, and other custom support related to the Services (collectively, "Professional Services"). Professional Services will be provided pursuant to a written agreement signed by both parties. As of the Effective Date, ECSI's rate for Professional Services is \$150.00 per hour, plus reasonable travel expenses, if any. ECSI shall not be obligated to undertake any Professional Services until Customer and ECSI agree to them in writing.
- 2.5 **Support Services.**
- 2.5.1. **Customer Support.** ECSI will resolve Customer inquiries regarding question, errors, or issues with the Services ("Customer Support"). Customer Support is available between 7:30 AM and 8:00 PM EST, Monday – Friday (excluding holidays), by telephone at (800) 437-6931, and/or by email at [clientsupport@ecsi.net](mailto:clientsupport@ecsi.net). Customer shall appoint a primary point of contact for Customer Support.
- 2.5.2. **Account Holder Support.** ECSI will work directly with Account Holders to take payments, answer questions, manage deferment requests, and resolve or respond to other issues raised by Account Holders ("Account Holder Support"). Account Holder Support is available 7:30am – 8:00pm EST, Monday–Friday by online chat at <https://heartland.ecsi.net/> or telephone at 888.549.3274 (for loan servicing), 866.927.1438 (for tuition payment plans), 855.250.3230 (for financial aid refunds), and 866.428.1098 (for tax documents), by online chat on Saturdays, 8:30am – 5:00pm EST (excluding holidays), and by email at [cservice@ecsi.net](mailto:cservice@ecsi.net).
- 2.6 **Input.** Customer is responsible for all data within ECSI systems; ECSI will only add information and data per Customer's request. Any information or data Customer submits to ECSI will be in a reasonable and customary format, as approved by ECSI. Customer is responsible for the authenticity and accuracy of all information and data submitted to ECSI.
- 2.7 **Customer Review; Error Correction.** Customer will review all reports and files furnished by ECSI for accuracy and compliance with applicable federal and state laws and regulations, and will cooperate with ECSI to reconcile any discrepancies. Customer acknowledges that certain reports and files may or may not include principal, interest, late fees, other fees, fines, and/or collection fees. Customer warrants that both the Account Holder's principal obligation, and any additional amount is supported by a written agreement between the Account Holder and Customer, or is specifically allowed by applicable law. Customer, and not ECSI, determines the Account Holders' obligation amounts. Any communication with an Account Holder by Customer shall correctly and accurately inform Account Holder how Customer calculated all obligations and inform Account Holder that Customer, and not ECSI, assesses all amounts that an Account Holder owes. Customer will not communicate in writing or otherwise to Account Holders that any obligation is assessed or charged by ECSI. If applicable, Customer will balance its accounts each month and immediately notify 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, 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 the error was not caused by ECSI, then ECSI will use commercially reasonable efforts to correct the errors, but may charge Customer for any work ECSI performs due to errors caused by Customer Users, or Customer's agents at ECSI's then current Professional Services rates.

- 2.8 **Subcontracting.** To the extent ECSI subcontracts a portion of the Services to a subcontractor, ECSI shall ensure that such subcontractor complies with the material terms and conditions of this Agreement, including Confidentiality and Security, and will be responsible for all subcontractors' performance. ECSI's use of subcontractors will not relieve it of any of its liabilities or obligations to Customer under this Agreement.

### 3. **FEES; PAYMENT TERMS**

- 3.1 **Fees.** Customer agrees to pay ECSI for Services it provides to Customer and Account Holder, as well as any third party expenses ECSI incurs on Customer's behalf, as agreed to in the Service Order Form(s). In addition to any fee increase terms contained in a Service Order Form, ECSI reserves the right, upon at least ninety (90) days' prior written notice to Customer, to increase the fees and expenses set forth in any Service Order Form; provided that fees will remain fixed for the first year of the Agreement, fees will not be increased more than once annually, and fees will not be increased by more than five percent (5%) over the prior year's fees. If Customer does not wish to accept a fee increase, Customer may terminate this Agreement, pursuant to its terms, without termination charges. Notwithstanding the foregoing, the agreed upon Rate Sheet for pricing in the first five years of service for Contract No. 21011128 shall control over any contrary terms in this Section 3.1.
- 3.2 **Taxes.** Customer is solely and exclusively responsible for the payment of any 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.
- 3.3 **Other ECSI Remedies.** Any late payment by Customer of applicable fees is subject to a late charge equal to the lesser of eighteen percent (18%) per year or the highest rate permitted by applicable law. If 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 the Services. Upon suspension, Customer must pay all charges incurred prior to the date of suspension, and ECSI will not restore the Services until Customer has brought its account current. If Customer continues to refuse to pay for Services already received, ECSI may terminate the Agreement for cause, and recover all fees due through the Term of the Agreement or SOF, whichever is longer.

### 4. **TERM**

- 4.1 **Term.** This Agreement will commence on the Effective Date and will continue for a term of three (3) years. Thereafter, the Parties may extend the Agreement for two (2) consecutive one (1) year periods by written agreement.
- 4.2 **Termination for Cause.** In the event of a material breach of this Agreement 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 SOF forming the contractual basis for the breach.
- 4.3 **Effect of Termination.**
- 4.3.1. Termination of an SOF will not be deemed a termination of this Agreement. Termination of this Agreement will terminate all SOFs.
- 4.3.2. 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 in Sections 3.3, 4.3, 5, 6, 7, 8, 9, and 10 of this Agreement.
- 4.3.3. Upon termination or expiration of this Agreement or SOF, ECSI will cease providing the applicable Services to Customer and Account Holders. Customer must cause Customer Users and Account Holders to cease using the terminated Services. Upon ECSI's termination of this Agreement or any SOF 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, 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 Services. During the term of this Agreement, Customer hereby grants to ECSI a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 10.12), royalty-free right to use, display, modify, transmit, and distribute Customer Data solely in connection with providing or improving the Services to Customer and providing Account Holder Support.
- 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 Services, including providing and improving the 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 that ECSI 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 **ECSI Obligations**
- 5.4.1. **Data Privacy.** ECSI holds all Customer Data in its secure network. ECSI maintains compliance with industry standard information security and privacy standards, and complies with all applicable data privacy laws. ECSI's security controls are substantially in compliance with NIST Cybersecurity Framework, and are reviewed by independent third parties for compliance with the Title IV Perkins Loan Servicing Programs and SSAE 18. ECSI has also implemented security controls, including using firewall technology, encrypting data, regularly updating antivirus software, restricting access to data based on business need, identifying and authenticating access to system components, restricting physical access to data, testing security systems and processes, and maintaining internal policies that addresses information security.
- 5.4.2. **Security Report.** No more than once annually, Customer may request ECSI's SSAE 18 Report, as well as ECSI's Information Security Program Overview (collectively "Security Documents"), subject to the confidentiality requirements in Section 6. To the extent ECSI provides Customer a copy of its SSAE 18 Report in Customer's capacity as a "User Entity", Customer may only disclose the SSAE 18 Report to its financial auditors who are bound to an obligation of confidentiality similar to those set forth herein, for the exclusive purpose of evaluating the effect of Customer's controls on a User Entity's internal control system. Notwithstanding any other provisions herein, Customer may not share ECSI's SSAE 18 Report with any other third-party, contractor, advisor, consultant, or service provider.
- 5.5 **Customer Obligations.**
- 5.5.1. Customer shall promptly notify ECSI of any account changes impacting Account Holders, including address changes, payment plan changes, bankruptcy petitions, or any other change that impacts the Account Holder's account.
- 5.5.2. ECSI, at its own discretion, may immediately disable Customer's access to the Services or remove all or a portion of Customer Data, if ECSI reasonably believes that the services are being used by Customer for fraud or other criminal activity.
- 5.5.3. Customer will only provide ECSI with information related to verified, accurate debt, which is collectable under applicable law. Customer warrants that to the best of its knowledge, all outstanding amounts are legitimate debts under applicable law.

## 6. **CONFIDENTIALITY**

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

## 7. **LIMITED WARRANTY**

- 7.1 **Warranty and Remedy.** ECSI warrants that the Services will be performed by in a timely and professional manner. ECSI further warrants that the Services will be performed in all material respects in compliance with the functions described in Service Order Form. If Customer notifies ECSI within fifteen (15) days of Customer’s discovery the performance of the Services that the Services are not functioning as intended, ECSI will use its good faith 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 all 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 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 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 SERVICES ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

## 8. **INDEMNIFICATION**

### 8.1 **ECSI Indemnification.**

8.1.1. Subject to Section 8.3 below, ECSI will indemnify, defend and hold Customer harmless from and against all claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, brought against the indemnified party by a third party (collectively, "Losses"), incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer alleging that the use of the Services as permitted hereunder infringes any United States copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (i) use of the Services in violation of this Agreement or applicable law, (ii) use of the Services after ECSI notifies Customer to discontinue use because of an infringement claim, (iii) any claim relating to any third party content or Customer Data or (iv) modifications to the Services made other than by ECSI. If the Services are held to infringe, ECSI will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; (b) to replace the Services with non-infringing Services; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Service Order Form and refund any prepaid unused fees Customer paid ECSI for the infringing Services. The rights and remedies granted Customer under this Section 8.1 state ECSI's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

8.1.2. ECSI agrees to comply with the requirements of all applicable laws that require the notification of individuals in the event of unauthorized release of Personally Identifiable Information, or other security event requiring notification, to the extent such laws expressly apply to ECSI. In the event of a breach of any of ECSI's security obligations or other event requiring notification under applicable law, ECSI agrees to notify Customer promptly and in accordance with applicable law, if legally permitted to do so, and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend Customer and its employees from and against any and all claims, damages, or causes of action directly related to the unauthorized release.

- 8.2 **Customer Indemnification.** To the extent permitted by applicable law, and subject to Section 8.3 below, Customer shall indemnify, defend, and hold ECSI harmless from and against any and all Losses relating to ECSI's provision of access to Personally Identifiable Information or educational records (as that phrase is defined by the Family Educational Rights and Privacy Act of 1974) to any third party, including to collection agencies, at Customer's request. In no event, however, shall Customer's indemnity obligation set

forth herein, exceed the terms, conditions, or liability limitations under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

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

## 9. **LIMITATION OF LIABILITY.**

- 9.1 **Consequential Damage Waiver.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOSS OF PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS AND COSTS, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.
- 9.2 **Limitation of Liability.** THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ("LOSS") ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO ECSI FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE LOSS. THE PROVISIONS OF THIS SECTION ALLOCATE RISKS BETWEEN THE PARTIES AND THE PRICING OFFERED TO CUSTOMER FOR THE SERVICES REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN. ECSI SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIM MADE BY ANY BORROWER(S) ALLEGING ANY VIOLATION OF THE TELEPHONE CONSUMER PROTECTION ACT.

## 10. **GENERAL PROVISIONS**

- 10.1 **Piggyback Provision.** Customer may permit other state institutions to contract with ECSI under the same terms and conditions as this Agreement, provided that each such institution seeking to exercise this right shall separately agree in writing to the terms and conditions of this Agreement.
- 10.2 **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.
- 10.3 **Governing Law.** This Agreement shall be construed and governed by the laws of the state of in which Customer is located without regard to legal principles related to conflict of laws.
- 10.4 **Jurisdiction & Venue.** Any suit, action or proceeding (collectively "Action") arising out of or relating to this Agreement shall be brought only in the state or federal courts of the state in which Customer is located. The Parties hereto agree and consent to the personal and exclusive jurisdiction of said courts over them as to all such Actions, and further waive any claim that such Action is brought in an improper or inconvenient forum.
- 10.5 **Entire Agreement.** This Agreement and its attachments, along with Form KU-146a, Customer's General Terms and Conditions, Service Order Form(s), Terms of Use, and Public Education ACH Processing Terms and Conditions, 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.
- 10.6 **Amendments.** This Agreement and any Service Order Form(s) shall not be modified except by written amendment signed by each of the Parties.



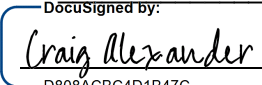
- 10.7 **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions shall be deemed 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.
- 10.8 **No Waiver of Rights.** Any failure of either Party to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.
- 10.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. A facsimile or scanned version of an original signature transmitted to the other Party is effective as if the original was sent to the other Party.
- 10.10 **Assignment.** This Agreement shall be binding upon and for the benefit of ECSI, Customer and their permitted successors and assigns. Neither Party may 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, except that ECSI may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation in violation of this section will be void.
- 10.11 **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.
- 10.12 **Publicity.** ECSI may identify Customer by name, without use of any mark or logo, and solely as a matter of fact, as a customer of ECSI Services in the customer section of ECSI's website, in its customer lists, and as necessary to white-label any ECSI Services as requested by Customer, provided that ECSI shall not express or imply any endorsement by Customer of ECSI or the Services.
- 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, 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 the ServicingSelect SOF.
- 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.

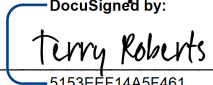
- 10.18 **Non-Solicitation.** Each Party acknowledges that the other Party's employees are valuable business assets, and each Party agrees that during the Term of this Agreement and for a period of twelve months after termination, it shall not (for itself or for any third party) solicit any employee 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.

**IN WITNESS WHEREOF**, ECSI and Customer have caused this Master Services Agreement to be signed and delivered by their duly authorized representatives.

**Customer:**

By :   
DocuSigned by: D808ACBC4D1B47C...  
 Name : Craig Alexander  
 Title : Interim Chief Procurement Officer  
 Date: 10/1/2021

**Educational Computer Systems, Inc.**

By :   
DocuSigned by: 5153EEF14A5F461...  
 Name : Terry Roberts  
 Title : President  
 Date: 10/1/2021

**Attachment 1**  
**34 CFR, Part 668.25 Compliance**

**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. ECSI's primary physical address is 100 Global View Dr. Suite 800, Warrendale, PA 15086. Eric Ives is the Vice President and General Manager, [Eric.Ives@e-hps.com](mailto:Eric.Ives@e-hps.com), 412-788-3900 ext. 1108**

**Attachment 2**  
**Terms of Use for the ECSI Hosted Platform**  
**Last Updated June 28, 2019**

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 a Master Hosted Platform and Services Agreement (the “Agreement”). Provision of the Hosted Platform shall constitute one of the Services provided by ECSI under the Agreement. 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 providing a revised set of Terms of Use to Customer. 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 provided to Customer, Customer will be deemed to have agreed to such amended 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 and billing 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, 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. Privacy Policy.** ECSI's privacy policy, found at [https://www.ecsi.net/privacy\\_notice.html](https://www.ecsi.net/privacy_notice.html), explains how ECSI collects and uses (i) Customer Data submitted by Customer, Customer's employees or agents, and Users; and (2) about Customer or Customer's employees or agents submitted through technological means. Access or use of the Hosted Platform is subject to ECSI's privacy policy.

**8. Handling of Customer Data upon Termination.** 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, 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).

**9. Users: Passwords, Access and Notification.** 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.

**10. 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.

**11. 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. ECSI will use commercially reasonable efforts to notify Customer of any material modifications.

**12. 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 12.

### Attachment 3

## PUBLIC EDUCATION ACH PROCESSING TERMS AND CONDITIONS

These Public Education ACH Processing Terms and Conditions (“ACH Ts&Cs”) are an addendum to your Master Services Agreement or other ECSI Service Agreement (“ECSI Agreement”). To the extent there is a conflict between these ACH Ts&Cs and your ECSI Agreement, the ECSI Agreement will control.

1. **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings provided in the rules of the National Automated Clearinghouse Association, and any amendments that may be adopted from time to time. The following definitions shall apply for the purposes of this Agreement:
  - 1.1. **“ACH”** means the Federal Reserve Bank’s Automated Clearing House, a funds transfer system, governed by the NACHA operating rules, that provides for the inter-bank clearing of electronic entries for participating financial institutions.
  - 1.2. **“ACH Network”** means the parties involved in processing an ACH Entry.
  - 1.3. **“ACH Operator”** means an organization serving as a central clearing facility that receives entries from the ODFIs and distributes the entries to the appropriate RDFI.
  - 1.4. **“ACH Transaction”** means an Entry or Entries under the NACHA Rules.
  - 1.5. **“Customer”** means the ECSI business customer that initiates ACH entries into the payment system according to an arrangement with a Receiver.
  - 1.6. **“Customer Account”** means the demand deposit account designated by Customer for deposit of Customer ACH funds received and collected by ECSI.
  - 1.7. **“EFT”** means Electronic Funds Transfer, electronic debits and credits processed through the ACH Network.
  - 1.8. **“Entry” or “Entries”** shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which ECSI prepares Entries, as defined by NACHA Rules.
  - 1.9. **“Initiation”** means the initial presentation by ECSI of a transaction to Settlement.
  - 1.10. **“NACHA”** means the National Automated Clearing House Association.
  - 1.11. **“NACHA Rules”** means the rules of the National Automated Clearinghouse Association (NACHA), and any amendments that may be adopted from time to time hereafter. Please refer to the following website for the NACHA Rules: <https://www.nacha.org/rules>
  - 1.12. **“ODFI”** means the bank acting as the Originating Depository Financial Institution as defined by NACHA Rules.
  - 1.13. **“RDFI”** means the Receiving Depository Financial Institution that receives ACH entries from the ACH Network and posts the entries to the Receiver’s account as defined by NACHA Rules.
  - 1.14. **“Receiver”** means the student/borrower, person, or organization that has authorized a Customer or ECSI to initiate an ACH entry to the Receiver’s account with the RDFI, as defined by NACHA Rules.
  - 1.15. **“Re-initiation” or “Re-presentment”** means the second or third attempt at Settlement by ECSI of a previously Returned ACH transaction as defined by NACHA Rules.
  - 1.16. **“Return”** means a Receiver transaction that is returned unpaid by either the Receiver’s bank or the ACH Network, as defined by NACHA Rules.
  - 1.17. **“Returned Item Service Charge”** means the fee charged to Receiver as allowed by applicable law for a transaction that is returned unpaid by the Receiver’s bank or ACH Network.

- 1.18. **“Settlement”** means the movement of electronic information into the ACH Network under the ODFI sponsorship which results in the debiting or crediting of funds to designated bank accounts, as defined by NACHA Rules.
- 1.19. **“Standard Entry Class Code”** means a valid payment methods as under the NACHA Rules, which define the type of transaction, type of account, and any information specific to the format.
- 1.20. **“Submit”, “Submitted” and “Submission”** mean the Customer’s action of utilizing ECSI’s ACH Services for the purpose of processing a transaction.
2. **Entries and Related Warranties.** Customer shall transmit only those types of Entries that originate as a result of the ECSI agreement between ECSI and Customer. With respect to each Standard Entry Class Code indicated by Customer, Customer shall comply with all requirements and warranties set forth in the Rules with respect to such Standard Entry Class Code.
3. **Recording and Use of Communications.** Customer and ECSI agree that all telephone conversations or data transmissions between them or their agents made in connection with these ACH Ts&Cs may be electronically recorded and retained by either party for any reasonable use which is in compliance with these ACH Ts&Cs.
4. **Processing Deadlines.** Customer acknowledges that ECSI has specific processing deadlines imposed by its ODFI and the ACH Operator for ACH Transactions and that ECSI will process Customer’s ACH transactions within the constraints placed upon ECSI.
5. **Rejection of Entries.** ECSI may reject any Entry which does not comply with the requirements of these ACH Ts&Cs.
6. **Cancellation or Amendment by Customer.** Customer shall have no right to cancel or amend any Entry after its receipt by ECSI. ECSI shall use reasonable efforts to act on a request by Customer for cancellation of a file prior to transmitting such file to the ODFI, but ECSI shall have no liability if such cancellation is not effected. Customer shall reimburse ECSI for any expenses, losses, or damages ECSI may incur in effecting or attempting to affect Customer’s request.
7. **Customer Account.** Customer agrees to immediately reimburse ECSI for any shortfalls that occur due to non-sufficient funds in Customer Account that are covered by ECSI. Customer also agrees to authorize ECSI to suspend Settlement of all funds to Customer Account, without prior notice to Customer, if Customer should breach or fail to comply with any terms of these ACH Ts&Cs, or if ECSI or ODFI in its sole opinion deems itself at risk relative to any services performed under these ACH Ts&Cs.
8. **Returns.** Customer agrees to be liable for all EFT items that are returned, dishonored, reversed or that cannot be collected through Receiver’s account and that are not subsequently covered by debit against Customer Account. In the event that funds in Customer Account are not sufficient to cover Returns, Customer shall immediately upon request from ECSI, deposit sufficient funds in Customer Account to cover such Returns. ECSI may deduct or offset Returns against amounts to be paid Customer for current or future ACH transactions.
9. **Returned Item Service Charges.** Returned Item Service Charges will be assessed as allowed by the NACHA Rules and applicable law.
10. **Customer Representations.**
- 10.1. With respect to each and every Entry initiated by Customer, Customer represents and warrants to ECSI and agrees that Customer shall initiate Entries only in compliance with the provisions of Rules,
- 10.2. each person shown as the Receiver on an Entry received by ECSI from Customer has authorized the initiation of such Entry and the debiting or crediting of its account in the amount and on the Effective Entry Date shown on such Entry,
- 10.3. such authorization is operative at the time of transmittal or at the time of debiting or crediting by ECSI as provided herein,



- 10.4. Entries transmitted to ECSI by Customer are limited to those types of Entries agreed to by ECSI and Customer as a direct result of the services set forth in the MSA or other ECSI Services Agreement,
  - 10.5. Customer shall perform its obligations under these ACH Ts&Cs in accordance with all applicable federal and state laws and regulations, including the sanctions laws administered by the Office of Foreign Assets Control ("OFAC"), and
  - 10.6. Customer shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of a credit Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry.
  - 10.7. Customer accepts responsibility for compliance with the Rules and will reimburse ECSI for any fees or penalties caused by Customer.
  - 10.8. Customer specifically acknowledges that it has received notice of the Rules regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry. Customer specifically acknowledges that it has received notice of the Rules regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.
11. **Responsibilities.** In the performance of the services required by these ACH Ts&Cs, ECSI shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to these ACH Ts&Cs, and shall not be responsible for the accuracy or completeness thereof. ECSI shall be responsible only for performing the services expressly provided for in these ACH Ts&Cs and, subject to the disclaimers and limits on ECSI's liability set forth herein. ECSI shall not be responsible for Customer's acts or omissions, including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Customer or for the return of an Entry by such Receiver or Receiving Depository Financial Institution, and no such person shall be deemed ECSI's agent.
12. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THESE ACH TS&CS, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE OTHER PARTY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY THAT THE OTHER PARTY MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM LOSS OF BUSINESS, PROFITS, OR SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE OTHER PARTY'S ACTS OR OMISSIONS PURSUANT TO THESE ACH TS&CS. IN ADDITION TO THE FOREGOING, ECSI's LIABILITY UNDER THESE ACH TS&CS FOR PROVEN AND DIRECT DAMAGES SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR TO BE PAID BY CUSTOMER TO ECSI UNDER THESE ACH TS&CS FOR SIX (6) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.
13. **Interruption of Services.** Customer acknowledges and agrees that ECSI's provision of ACH services hereunder may be interrupted from time to time and that ECSI shall have no liability whatsoever as a result of such an interruption or delay. Without limiting the generality of the foregoing provisions, ECSI shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, loss of power, equipment or software error or malfunction, war, terrorist actions, pandemic, acts of God, earthquakes, flood, embargo, riot, sabotage, labor shortage or dispute, emergency conditions or circumstances beyond ECSI's control. From time to time ECSI may need to temporarily suspend processing of a transaction for greater scrutiny or verification, including, but not limited to, suspending processing to review for OFAC compliance in accordance with applicable OFAC guidance, and ECSI shall be excused if this action causes delay in the settlement and/or availability of the transaction while review is in process. In addition, ECSI shall be excused, while review is in process, from failing to transmit or delay in transmitting an Entry if

such transmittal would result, in ECSI's reasonable judgment, in violation of any rule or regulation of any U.S. governmental regulatory authority or NACHA Rule.

14. **Risk Mitigation.** In order to reduce the risk of loss to which ECSI is subject under these ACH Ts&Cs, ECSI may in its sole discretion establish such risk mitigation procedures as ECSI deems necessary, including without limitation, requiring prefunding of credit Entries, delayed availability of funds to Customer to cover returned debit Entries, and submission of unbalanced files (submission of a credit file for which ECSI shall then create the offsetting debit file.).
15. **Inconsistent Name and Account Number.** Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, posting of the Entry transmitted by ECSI to the RDFI may be made by the RDFI on the basis of the account number supplied by Customer, even if such account number identifies a person different from the named Receiver, and that Customer's obligation to settle the amount of the Entry to ECSI is not excused in such circumstances.
16. **Payment for Services.** Customer shall pay ECSI the charges for the services provided in connection with these ACH Ts&Cs, as set forth in Customer's Service Order Form. ECSI may debit the Customer Account, or if necessary, the Customer Reserve Account, for the amount of any such charges. All fees and services are subject to change upon sixty (60) days' prior written notice from ECSI to Customer. In the event ECSI changes the fees and services pursuant to this section, Customer shall have the right to terminate these ACH Ts&Cs upon thirty days' notice anytime thereafter without penalty.
17. **Right to Audit.** Upon ten (10) business days' notice, Customer shall permit ECSI, and any regulatory authority having jurisdiction over ECSI, to review Customer's operations as they relate to compliance with these ACH Ts&Cs and the Rules, and to examine and copy any books, records, and source documents related thereto.
18. **Changes to ACH Ts&Cs.** As required by the Rules or applicable law, ECSI may change the terms of or add new terms to this Agreement at any time and any such changes or new terms shall be effective when notice thereof is given by ECSI. Notwithstanding anything herein to the contrary, all fees, charges and/or discounts charged to Customer hereunder may be changed immediately and without prior written notice to Customer, provided that ECSI will notify Customer of any such changes. In the event performance of the services provided herein in accordance with the terms of these ACH Ts&Cs would result in a violation of any present or future statute, regulation or government policy to which ECSI is subject, and that governs or affects the transactions contemplated by these ACH Ts&Cs, then these ACH Ts&Cs shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and ECSI shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between ECSI and Customer shall constitute a modification of these ACH Ts&Cs or the Rules regardless of whatever practices and procedures ECSI and Customer may use.
19. **Tapes and Records.** All diskettes, Entries, security procedures and related records used by ECSI for transactions contemplated by these ACH Ts&Cs shall be and remain ECSI's property. ECSI may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by ECSI in making such information available to Customer shall be paid by Customer.
20. **Evidence of Authorization/Provision of Information.** Customer shall obtain, or shall ensure that all applicable consents and authorizations required under the Rules are obtained and shall retain, or shall ensure that all applicable consents and authorizations are retained for two (2) years after they terminate. Within five (5) banking days of a request by, Customer shall provide ECSI with any information requested pursuant to these ACH Ts&Cs or required to comply with the Rules.
21. **Term and Termination.** These ACH Ts&Cs shall run simultaneously with any initial or renewal term of the Service Order Form. Thereafter, these ACH Ts&Cs will apply to all ACH transactions made on Customer's account. Either party may terminate these ACH Ts&Cs by providing to the other written notice of termination at least thirty (30) days prior to the end of the then current term. ECSI may terminate the ACH Ts&Cs immediately as required by the ODFI or as may otherwise be required by the Rules.

**ServicingSelect Service Order Form Number: 1**

**THIS SERVICE ORDER FORM NUMBER 1**, effective the date of the last signature below, is made as an addendum to the Educational Computer Systems, Inc. Master Hosted Platform and Services Agreement, dated 10/1/2021, by and between Educational Computer Systems, Inc. ("ECSI"), and the University of Kansas ("Customer"). ECSI and Customer may individually be referred to herein as "Party" or collectively as "Parties".

1. Services. ECSI shall render the Services set forth in Exhibit 1, attached.

X Full Service

2. Fees. As noted in attached Exhibit 2.

3. Term. The term of Services under this Service Order Form shall be for a period from September 13, 2021 – September 30, 2024 with options available for two (2) additional one (1) year renewals..

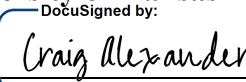
4. Implementation. The implementation project will begin within 15 calendar days after execution of this Service Order Form. The parties will meet and confer about the implementation of the Services, and will thereafter agree to an implementation project "go live date" (the date that the specified software functionality is available for regular commercial use on the hosted platform by the Customer, students and/or ECSI.)

Customer accepts the responsibility for providing the required information for implementation in a format useable by ECSI. In some instances, customization may be required to implement the Services. If customization is required, ECSI will provide, for Customer's written approval, the details of the customization, its associated costs, the completion date for the customization, and a new go live date for the services.

5. Customer represents that Customer (initial appropriately)   X   HAS or            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. Customer will immediately notify ECSI if there is a change in the consent status noted above.

**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 date of the last signature below.

**University of Kansas**

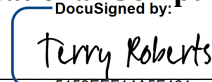
By:   
D808ACBC4D1B47C...

Printed Name: Craig Alexander

Title: Interim Chief Procurement Officer

Date: 10/1/2021

**Educational Computer Systems, Inc.**

By:   
5153EEF14A5F461...

Printed Name: Terry Roberts

Title: President

Date: 10/1/2021

## EXHIBIT 1

Contractor must perform certain services relating to the University's Perkins, National Direct Student Loan, Health Professions Student Loan, and Loans for Disadvantaged Students (Perkins/NDSL/HPSL/LDS) programs. In summary, the University desires to receive vendor proposals which detail the costs and methodologies associated with providing the following services to the current 35,000 (estimated) accounts.

1. Deferment and cancellation requests.
2. All reporting:
  - a. National Student Loan Data System (NSLDS).
  - b. Credit bureau reporting.
  - c. Responding to credit disputes.
  - d. 1098-E and Internal Revenue Service (IRS) reporting.
3. All mailings:
  - a. Reminder notices – prior to repayment.
  - b. Due diligence mailings including Default Reduction Acceptance Programs/ DRAP.
  - c. Cancellation, Acceleration, Grace, Deferment, Postponement (GDP) and Overdue Notices.
  - d. Disclosure statements (Truth In Lending Act) sent reflecting any disbursement activity.
  - e. Annual Statements.
  - f. 1098-E reporting to students and IRS.
  - g. Exit interview packets if not completed on-line.
  - h. E-signature promissory notes mailed within 60-90 days.
4. Demonstrate compliance with all applicable federal and state statutes and regulations and publicly promulgated University of Kansas policy. These shall include, but are not limited to, Title IV of the Higher Education Act of 1965, as amended, and all supplementary regulations, policies and administrative guidelines established by U.S. Department of Education (USDOE), U.S. Department of Health and Human Services (HHS), Federal Trade Commission (FTC), U.S. Department of Treasury (including the Internal Revenue Service), and all other federal and state of Kansas regulations that may be applicable to student loan billing, collection, credit bureau reporting, bankruptcies, the student loan interest deduction and associated reporting, the safeguarding of student loan information and any other services under this Agreement. Disclose any compliance issues experienced in the last two years where the vendor, or the school or college served, experienced fines or other compliance penalties. Describe compliance initiative being implemented to comply with the new "Red Flag" Regulations.
5. Automated initial referrals to collection agencies and reassignments to other agencies.
6. Processing payments including those by collection agencies and insufficient funds. The ability for the University to post payments to loan accounts via a user interface.
7. Assignments to United States Department of Education (USDOE).
8. Processing returned mail and skip tracing.

9. Complete Electronic Verification Certifications (EVC) for lender including legal or collection agency fees and maintain imaged document that can be viewed and printed. If EVC cannot be completed then complete and print Loan Verification Certificates (LVC) and maintain imaged document that can be viewed and printed. Inform the University of all LVCs completed and submitted.
  10. Ability to view and print borrower entrance (initial) interviews processed via an on-line portal with e-signature capability.
  11. Ability to view, print and electronically sign Perkins/HPSL/LDS borrower promissory notes via an on-line portal; input promissory notes into the database via on-line portal or University user interface.
  12. Ability to view and print borrower exit interviews processed via an on-line portal.
  13. Process all cancellations and deferments as defined by Federal regulations including but not limited to forbearance, economic hardship and unemployment.
  14. Special circumstances accounts (temporary payment arrangements, grouping of accounts that have unique circumstances, and rehabilitations).
  15. Corrections to NSLDS.
  16. Respond to Automated Credit Dispute Verifications (ACDV) and transmit Automated Universal Dataforms (AUD) over E-Oscar-web-net.
  17. Provide ability for our staff to adjust accounts online when necessary to correct NSLDS errors, credit histories and add/change messages while automatically updating system status changes. Make annotations on documents as needed.
  18. Collection telephone calls.
- B. The University anticipates the following services will continue to be performed in-house. The University reserves the right, however, to have the vendor provide some or all of these services. Contractor is to provide pricing in the cost proposal. Should outsourcing of these services occur, terms and conditions will be mutually agreed upon at that time.
1. Holds – placing and releasing
  2. Bankruptcies
  3. Commission payments for the collection agencies and State Setoff
  4. Payment for the service provider
  5. Reporting for and to the State.
  6. Year-end reports including Fiscal Operations Report and Application to Participate (FISAP) and Annual

Operating Report (AOR).

7. Reconciliation of funds received daily from the service provider.
8. Processing of paid-in-full accounts.
9. Refund checks.

The contractor must furnish all labor, equipment and supplies necessary to provide the services as follows:

A. General

1. The contractor must have experience in providing the services described herein.
2. The contractor must provide a description of its services and sample of all bills, notices and reports offered in this proposal.
3. The contractor must provide evidence of its affiliation with professional financial organizations. Contractor has on staff a compliance specialist to assist clients with regulatory questions.
4. The Contractor must in all phases of the service be in full compliance with the applicable regulations and guidelines established by the USDOE and HHS. The Contractor must comply with all applicable federal and state statutes and regulations including, but not limited to, the Fair Debt Collection Practice Act (PL 95-109), Regulation Z (Truth-in-Lending), E-Oscar, Fair Credit Reporting Act, Family Educational Rights and Privacy Act of 1974, the federal Bankruptcy Code, the Taxpayer Relief Act of 1997, the Gramm-Leach-Bliley Safeguarding Rule, and Kansas Fair Debt Collection Practices Act.
5. The Contractor must perform account maintenance, billing, cash collection and reporting on a regular basis as specified herein.
6. The Contractor must provide to the USDOE the information required for the NSLDS as specified herein.
7. The Contractor must have the capability of accepting any electronic data provided by the University. The University and the contractor must mutually agree on the format and the specific information to be included in each file.
8. As described in the ECSI MSA, the Contractor will provide to the University an independent audit report annually. Annual audits must be conducted in accordance with generally accepted auditing standards and applicable federal results and regulations (audit should meet Statement on Auditing Standards (SAS) No. 70 and comply with the audit requirements under Office of Management and Budget (OMB) Circular A-133).
9. The Contractor must provide a summary of data loss prevention procedures and disaster recovery plans.
10. The Contractor must have the ability to process special handling accounts receivable to the contractor's system. These delinquent debtors shall be billed monthly.

11. The Contractor must provide credit bureau reporting as directed.
12. The Contractor must have the ability to “co-brand” all correspondence with borrowers, identifying affiliation with the University.
13. The Contractor makes a good faith effort to provide service to the University at the following levels:
  - a. Email should have a maximum response time of 24 hours
  - b. Phone calls should be answered 100% of the time within University business hours
  - c. Voicemail messages must be returned the following business day
14. The Contractor must have an automated phone service.
15. The Contractor’s employees’ conduct must be professional.
16. The Contractor must be bonded for the average dollar amount of the loans collected over a two month-period (minimum of \$1,000,000). The contractor must provide a Certificate of insurance to the University upon award of the contract.

B. Billing Services

1. The Contractor must provide automatic movement of an account from enrolled to a grace period status and from grace to repayment.
2. The Contractor must provide exit interview materials/repayment schedules with the option to print disclosures on-line on-site.
3. The contractor must provide electronic billing to all borrowers as the primary method of invoicing with detailed information including the total amount due for all loans for the borrower. The Contractor must have the ability to generate consolidated billing statements for borrowers with multiple types of loans. Statements must have the ability to display all outstanding loans for Perkins/HPSL/LDS on one (1) billing statement. The contractor will provide lines for special billing messages on the billing statements. The Contractor will provide the option for borrowers to opt out of electronic billing. For borrowers that select paper bills, the Contractor must send monthly billing statements following the same criteria as electronic billing with a return envelope via US Mail to borrowers.
4. The Contractor must have the ability to generate consolidated statements for borrowers with multiple types of loans, with a complete summary of each loan and cumulative total. The ability to provide special messages on the statements is required. Send annual statements to borrowers who are signed up for ACH in the manner they desire (US Mail, electronically).
5. The Contractor must have the ability to provide borrowers with coupon payment books, electronic debiting of bank account, and regular billing statements.
6. The Contractor must be able to process payments of borrowers who opt to pay in advance. Borrower may elect to pay next installment in advance, with current installment, or make an additional payment to be applied to loan principal. An advance payment of the next installment must be applied to the loan and

the payment due date can be set in the future, which allows for borrower to pay less interest.

7. The Contractor must automatically produce all due diligence letters and notices as required per Federal Regulations for Perkins, HPSL and LDS, recording them individually in borrower's records.
8. The Contractor must be able to forecast future payoff estimates based on any given date.
9. The Contractor must provide contacts with the borrowers during the grace period based on applicable regulations.
10. The Contractor must provide toll-free telephone numbers to both the school and the borrowers. Toll-free numbers are to be displayed on billing statements, due diligence notices and all borrower correspondence.
11. The Contractor's system must have the ability to accept at least three (3) addresses, e-mail addresses and telephone numbers for the borrower. The contractor shall have the ability to store reference addresses and to provide the option of exclusive billing addresses. Reference addresses should be readily accessible in an "address screen" and not as a comment added to a "notes or history" screen.
12. The Contractor must use the U.S. Postal Services "Address Correction Requested." A regular (monthly) electronic interface should be developed with the postal service to receive electronic updates of address information. The contractor's system must automatically include the "plus four" digits for all domestic zip code addresses.
13. The Contractor must process all deferment, postponement and cancellation forms in a timely manner, as determined by the University.
14. The Contractor must after processing, forward all deferment, postponement and cancellation forms and all correspondence with University borrowers to the University on a regular basis, as determined by the University.
15. The Contractor must send out all past due notices in compliance with Federal Regulations.
16. The Contractor must be able to provide NSLDS reporting to the government contractors per government's schedule and automatically apply student deferments to borrower's loans as needed and update status changes. Ensure that all required NSLDS errors are corrected in the required time frame to comply with the error threshold requirements.
17. The Contractor must be able to upload entire borrower's database to the National Student Loan Clearinghouse, receive enrollment data on those borrowers from the Clearinghouse, and automatically apply student deferments to borrowers as needed.
18. The Contractor must be able to provide monthly credit bureau reporting on behalf of all University contracted collection agencies.
19. The Contractor must be able to produce IRS form 1098E for borrowers that meet the requirements of the Taxpayer Relief Act of 1997. In addition, proper reporting to the IRS must also occur in the prescribed



format required by the IRS.

20. The Contractor must have the ability to send electronic files to USDOE to facilitate generation of default letter.
21. The Contractor must have the ability to universally and/or individually remove borrowers' Social Security Numbers from billing statements.
22. The Contractor must have the ability to provide automatic email notification to a borrower when payment, address change, deferment or cancellation has been processed
23. The Contractor must be able to accommodate special payment arrangements made in accordance with rehabilitation provisions.
24. The Contractor must inform borrowers of the availability of the USDOE's Student Loan Ombudsman Office.

C. Cash Collection Services

1. The Contractor must transfer funds received from borrowers on a daily basis to a bank account selected by the University, using the Automated Clearinghouse (ACH). All interest accrued will be the property of the University.
2. The Contractor must add returned check fees to the costs billed to the borrowers with corresponding charges added to the University's bill for services rendered by the Contractor. Contractor's system should allow the University to increase the fee charged to borrowers to cover its own administrative expenses for obtaining payment from the borrower.
3. The Contractor must have the ability to automatically prorate borrower payments across multiple programs and loan types including over-riding capability as needed.
4. The Contractor must have the ability to apply payments to collection costs, penalty and late fees before applying to interest and principal.

D. System and On-Line Services

The Contractor must provide an on-line, real-time system allowing the University and borrower access to perform most transactions. The following inquiry and updating capabilities are required:

1. Access by multiple search criteria.
2. A complete history of the activity i.e. name changes, addresses changes, demographic information, loan status, date of changes and audit reference of each account in chronological order.
3. A hierarchy of security.
4. Ability to transmit directly the following types of updates on-line as necessary:

- a. New loans/loan advances
  - b. Separation date changes
  - c. Name/address/e-mail address/social security number/University ID number changes
  - d. Repayment schedule requests
  - e. General File maintenance
  - f. Payment posting
  - g. Renegotiated payment arrangements/forbearance
  - h. NSLDS updates
  - i. Credit Bureau Reporting
  - j. Special messages
  - k. Judgment dates
  - l. Bankruptcy dates and billing suspension
5. The Contractor's system must automatically reprocess prior activity on the account when posting backdated activity without any necessity for manual review or calculations to determine which data elements would need to be changed by backdated processing. The Contractor's system should also review all transactions on the loan to ensure that the backdated change does not adversely affect the loan in terms of its audit trail and compliance. The contractor must be able to demonstrate online its ability to perform these services. This includes items such as cancellations, payments, deferments and special payment arrangements.
6. The Contractor's system must maintain the image of the loan at the time of conversion to allow transactions to be processed on activity prior to conversion.
7. The Contractor must make available all reports for viewing on-line upon the close of previous day business. Real time reports should be available throughout the day. All reports must be available on-line for two years.
8. The Contractor must allow on-line inquiry access for collection agencies contracting with the University to ensure access to the most current loan data.
9. The Contractor must be able to allow borrowers to make on-line payments via ACH, credit card, and e-check.
10. Contractor must have website functionality for the borrower and the University. It must include details of internet access for the University, borrowers and appropriate third-parties of the following services available from the contractor:
  - a. Bill presentation and e-payments
  - b. ACH payments
  - c. Credit card payments
  - d. Ability to check individual borrower records
  - e. Ability for school to check summary reports
  - f. Ability for borrowers to obtain program entitlement forms and instructions (deferments, postponements, and cancellations)
  - g. Ability to access borrower information using the University ID, name or SSN

- h. Ability for borrowers to e-sign Perkins/HPSL/LDS promissory notes.
  - i. State whether online chat is available for borrower questions
  - j. Electronic Promissory Note, Entrance Interview, Exit interview and the Truth-in-Lending Act Required Disclosure Statements for Perkins, HPSL and LDS
  - k. Most recent and previous 1098Es
  - l. Update access for demographic information
11. The Contractor must provide timely updates of the database (preferably on a daily basis).
12. The Contractor must have the capability of accepting and interpreting electronic files provided by the University. The University and the Contractor must mutually agree on the format and the specific information to be included in each file.
13. The Contractor must flag all accounts where applicable with invalid/inactive addresses.
14. The Contractor's system must have the ability to identify loans that have holds placed on the account.
15. The Contractor's system must be able to allow for automatic processing of backdated data without any necessity for manual review or calculations to determine which data elements would need to be changed by backdated processing. The Contractor's system must also review all transactions on the loan to ensure that the backdated change does not adversely affect the loan in terms of its audit trail or compliance.
16. The Contractor's system must accrue interest on a daily basis to maximize the return of funds to the loan program(s).
17. The Contractor's system must have the ability to capitalize amounts (usually interest and costs) resulting from judgments.
18. The Contractor's system must have the ability to interface with PeopleSoft/Oracle.
19. The Contractor's system must have the ability to interface with MS Word and MS Outlook to allow mail merge of demographics and data into custom University documents.

E. Regulation and Compliance

- 1. The Contractor must provide to the University all available records and files pertaining to student loan accounts when requested and/or required by federal, state and University audit, investigation, litigation or other review.
- 2. The University reserves the right to audit or cause to be audited the selected firm's books and accounts, for the purpose of reviewing billing, invoicing, and payments, with the University at any time during the term of this agreement and for five (5) years thereafter.
- 3. The Contractor's system must have edits to ensure that the University's federal loans are processed in compliance with federal regulations, and to protect the integrity of the University's and its students' data.
- 4. The Contractor must report accounts to a national credit bureau organization, as required by federal

regulations. Contractor must respond to credit disputes filed by the borrower.

5. The Contractor must provide a summary of their data loss prevention procedures and disaster recovery plan.
6. The Contractor must acknowledge and agree to comply with privacy rights as expressed in the Federal Family Educational Rights and Privacy Act (Title 20 United States Code, Section 1232g), and in applicable state law(s). Contractor shall not release records or information without full compliance with all federal and state privacy laws. Safeguarding provisions of confidential information will include compliance with the Gramm-Leach- Bliley Act (GLB).
7. The Contractor must comply with the requirements of Regulation Z as they relate to our Health Professions loans. The solution provided should be web-based and fully automated to present borrowers with the required disclosures and self-certification form.
8. The Contractor must comply with the applicable requirements and security standards of the Payment Card Industry Data Security Standard (PCIDSS).
9. The Contractor must comply with the Federal Trade Commission's (FTC) Red Flags Rules (Rules), which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003 16 C.F.R §681.2.
10. The Contractor must comply with all applicable statutory provisions of or applicable to Title IV of the Higher Education Act of 1965, as amended and as set forth in 34 CFR §668.25 and 34 CFR §674.

#### F. Reports

1. ECSI offers unlimited report flexibility. In addition to standard management reports, ECSI will create and/or customize any new (or existing) ECSI Management Report to meet the University's specific reporting needs. All ECSI Reports may be customized according to the University's specific field and layout requirements, sort and sequence criteria, and report frequency. All ECSI Management Reports may be generated through the hosted platform. ECSI Management Reports are uploaded and stored online, and are available on demand in MS Excel, Text, or PDF.
2. The Contractor's system must provide an inventory list of reports included in each mailing, i.e. a shipping list.
3. The Contractor and the University must mutually agree upon the format and cost of any new report or interface change requested by the University.
4. The Contractor must be able to provide but not be limited to the following types of reports:
  - a. Required reports to be available on-demand daily and for any date range, independent of business function. A month end/close for each report must also be available.

#### Accounting/Reconciliation Reports

- List of transactions and adjustments processed by the university and by the Contractor

separately and combined.

- Cash listing showing detail of deposits.
- Reconciliation of cash and related general ledger entries.
- List of general ledger entries in Debit/Credit format.
- Billing counts by fund itemizing type of bills sent to borrowers (E.g.: paper bills, Ebills, current, delinquent bills – Monthly).
- Trial Balance.
- Projected Income Report by Fund.
- List of new loans and disbursements posted.
- List of new loans and disbursements not posted.
- Applied advances by Loan type.
- List of loans with disbursements in the current award year.
- List of new borrowers.
- List of borrower loan Cancellations with detail.
- Large number of custom reports (developed during conversion).

#### Program Maintenance Reports

- List of all borrowers included in the current year cohort and a list of borrowers who may be included in the next cohort year.
- List of borrowers about to graduate as provided by school.
- Inventory of borrowers who are in school or in their grace period.
- Inventory of borrowers who are in repayment, with the option to include those with paid-in-full loans.
- List of loans paid in full including lists for archived accounts, all paid in full accounts, accounts paid in full each month and annual paid in full during the fiscal year report.
- Lists should include information sufficient to audit the account such as date paid in full, or date cancelled, amount of loan, or other tracking features.
- Cross-reference list with names and account numbers.
- List of changed names, addresses, email addresses and telephone numbers.
- List of addresses from borrowers whose mail was returned.
- List of email addresses from borrowers whose email was returned.
- Red Flag Report showing which accounts were flagged on a monthly basis.
- List of accounts for which billing has been suspended, with an indication of the reason.
- List of loans that meet the criteria for Internal Revenue Service (IRS) skiptracing.
- Cumulative list of borrowers for whom the contractor does not have any good address.
- Cumulative list of loans with a credit balance.
- List of the interest paid by borrowers during the calendar year.
- List of loans with small balances; threshold set by University.
- List of all memo transactions searchable by date.
- Listing of monthly information sent to the Credit Bureaus that summarizes type of information sent (E.g.: number of delinquent loans, totals of each type of status).

#### Delinquency Reports

- List of delinquent loans, categorized and sortable by number of days past due. The University will select the range of days past due for each category.

- Loans brought current.
- Report of borrowers with whom the University or Contractor has made special payment arrangements or who have received hardship or forbearance deferments. List of loans in Rehabilitation including such information as start date, monthly payment amount, number of months payments have been successfully made and end date.
- Inventory of loans assigned to the U.S. Department of Education, including monetary information necessary to reconcile to the general ledger and the federal report.

#### Collection Reports

- Inventory of accounts assigned to each collection agency under contract with the University
- List of accounts about to be assigned to a collection agency. Contractor must provide way for school or Contractor to prevent placement.
- List of accounts assigned to each collection agency during the reporting period, including new placements and accounts switched from one agency to another.
- Report of payments sent to the contractor by borrowers who are assigned to a collection agency or University collector.
- Report providing success rates and productivity statistics of each collection agency used by the University.

#### Program Management Reports

- Fiscal Operations Report in the format needed for the Federal Perkins Loan Program, including a listing of accounts included in Part III, Section C – Ability to run all other reports needed to support the information in the FISAP - Annually
- Annual Operating Report in the format needed for the Health Professions and Loans for Disadvantaged programs, including a listing of accounts included in the Borrower Account Worksheet. Ability to run all other reports needed to support the information in the AOR – Annually
- Aging Report for each fund, Perkins, HPSL and LDS from In-School through more than 5 years late status - Annually
- Program summary report to provide the University with sufficient statistical data to monitor the status of each loan program, e.g. number of loans/borrowers, total dollars loaned and due, etc. – Monthly

b. Ad hoc custom reports to be written and executed in a timely manner by Contractor.

#### G. Collections

1. The Contractor's system must have the capability to interface with collection agencies, i.e. advise agencies of new placements on a weekly basis and of payments received by the contractor on collection accounts. This interface shall include reporting of agency success rates.
2. The Contractor must provide the University with the option to assess collection costs, late charges or penalty charges automatically or manually.

3. The Contractor's system must have the ability to identify loans placed with collection agencies or internal collectors, such as state set-off.
4. The Contractor must have the ability to prevent an account from being billed or automatically placed with collection agencies.

#### H. Technology and Training

The Contractor must:

1. Provide initial training of University employees and follow-up training of these employees as well as service call support for the university. The Contractor must provide on-site training for University employees. Preference will be given to Contractors who offer support seminars and workshops on accounting, collections, debt management, default reduction, reports, on-line usage, and federal regulations on a regular basis.
2. Perform annual on-site training visits as mutually agreed upon between the Contractor and the University.
3. Provide a technical support help line during business hours responding to telephone calls, e-mails and correspondence from the University and borrowers within 24 hours.
4. Provide an online User Manual and updates containing versions reflecting any change to the system, system function or enhancement.
5. Provide a primary account representative for the University. Should be available from 8 am to 5 pm CST Monday through Friday.
6. Obtain written approval from the University before changing any University customization after product acceptance.
7. The Contractor must have available consultative services to insure the University is taking full advantages of all services, features and products. This may include 1098-T reporting for the general University student population.

#### I. Supplementary Services

1. The Contractor must make information available on the Internet for both University/borrower inquiries. Please discuss options and features available on Contractor's home page.
2. Discuss any cohort assistance programs offered. Include frequency and types of contacts.
3. The Contractor must have available services to ensure the University is taking full advantage of all services, features and products.
4. The Contractor must notify University of any changes in procedure or policy that will change handling of borrowers account(s).
5. Contractor must notify University/borrower of any changes in system availability, such as status,

configuration, scheduled maintenance, upgrades, with an estimate of impact (time, productivity, use, as applicable).

6. Intentionally omitted
7. The Contractor must make reasonably effort to process returned mail through utilization of USPS, web, IRS, USDOE, skip tracing services or any other search mechanism.

J. Conflict of Interest

1. The Contractor must not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the University or State and who are providing services involving this contract or services similar in nature to the scope of this contract to the University or State.
2. The Contractor must not knowingly employ, during the period of this contract or any extensions to it, any University or State employee who has participated in the making of this contract until at least two years after his/her termination of employment with the University.



**Exhibit 2**

<b>Service</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
In-school rate per loan	0.44	Rates same as Year 1	0.46	Rates same as Year 3	0.48
In-Grace rate per loan	1.07		1.12		1.18
Monthly repayment rate per loan	1.08		1.13		1.19
Monthly repayment rate eBill/ACH per loan	0.71		0.75		0.79
Connectivity fee to UAS - monthly	165.00		173.25		181.91
Credit bureau reporting	28.00		29.40		30.87
Red flag regulation service monthly	55.00		57.75		60.64
Foreign airmail postage per mailing	1.00		1.05		1.10
NSLDS reporting per loan	0.00		0.00		0.00
SOC-1 Audit report	157.50		165.38		173.65
online Entrance Counseling & eSignatures on Prom note per loan	Included		Included		Included
Regulation Z Service for Title X Compliance	5.50		5.78		6.07
Annual Disclosure Service for Enrolled Borrowers	Included		Included		Included
NSLDS for seperations/exit interview per loan	Included		Included		Included
Online exit Counseling service per loan	Included		Included		Included
Mailed exit interview service per loan	2.29		2.40		2.52
Daily bankruptcy monitoring per loan	Included		Included		Included
Address & home phone # skip trace per loan	1.38/2.21		1.45/2.32		1.52/2.44
90-day due diligence phone call per call	1.10		1.16		1.22
E-OSCAR service for credit dispute resolution per occurrence	1.10		1.16		1.22
Loan Verification Form/Consolidation service	110.00		116.00		121.80
Paid in full letter service per loan	1.31		1.38		1.45
1098-E tax form processing service per form	1.13		1.19		1.25
Government assignment packets per loan	35.00 Standard 60.00 Enhanced		36.75 Standard 63.00 Enhanced		38.59 Standard 66.15 Enhanced
Grace ending phone call & letter per occurrence	1.38/1.34		1.45/1.41		1.52/1.48

Cancellation confirmation letter per occurrence	1.19		1.25		1.31
Deferment Confirmation letter per occurrence	1.19		1.25		1.31
Non-sufficient fund letter per occurrence	1.19		1.25		1.31
30 day past due phone call per call	1.10		1.16		1.22
30 day past due letter per letter	1.46		1.53		1.61
Cohort letter for Perkins per letter	1.19		1.25		1.31
60 day past due phone call per call	1.10		1.16		1.22
60 day past due letter per letter	Included		Included		Included
Default reduction assistance program (DRAP) per month	11.00		11.55		12.13
90 day past due letter per letter	1.19		1.25		1.31
120 day past due phone call per call	1.10		1.16		1.22
120 day past due letter per letter	1.19		1.25		1.31
Perpetual letters per letter	1.25		1.31		1.38
Conversion fee to utilize UAS for servicing	N/A		N/A		N/A

#### Other Optional Services

Red Flag regulation services monthly (Premium)	78.75		82.69		86.82
Professional Services/Custom Programming per hour	150.00		157.50		165.38
Refund services for overpaid student loans	100.00 set-up/2.05 per ACH/3.10 per paper check		105.00 set-up/2.15 per ACH/3.26 per paper check		110.25 set-up/2.26 per ACH/3.42 per paper check
Award Email/Letter services	0.26/1.31		0.27/1.38		0.28/1.45
Emergency Loan Application and eSignature service per application	7.35		7.72		8.11
Co-signer Authentication for eSignature Promissory Notes per attempt	3.70 one attempt/4.70 two attempts/5.70 three attempts		3.89 one attempt/4.94 two attempts/5.99 three attempts		4.08 one attempt/5.19 two attempts/6.29 three attempts
Exit Email/Letter services	0.26/1.31		0.27/1.38		0.28/1.45
150 and 180 days past due calls/letters	1.10/1.19		1.16/1.25		1.22/1.31
State Tax Offset file creation and maintenance per month	105.00		110.25		115.76
State Tax Offset letters	1.19		1.25		1.31

General Ledger/Accounting Feed service	One-time set-up fee TBD/105.00 per month		One-time set-up fee TBD/110.25 per month		One-time set-up fee TBD/115.76 per month
New Loan Fund Set-Up Fee (per new fund)	500.00		525.00		551.25

A 5% general rate increase is imposed every other year. Increases to USPS postage rates would result in separate rate increases at cost should they occur.

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. Increases in United States Postal Service rates will result in servicing rate increases.