

EDUCATIONAL COMPUTER SYSTEMS, INC.

MASTER HOSTED PLATFORM AND SERVICES AGREEMENT

Master Hosted Platform and Services Agreement (the "Agreement"), effective the     day  
of     2017 (the "Effective Date") is made here and between Educational Computer Systems, Inc.

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

2.

2.1 **Services.** ECSI shall provide Customer with the Services specified in and subject to the

[REDACTED]

Form. Customer acknowledges that the Hosted Platform and the Services are provided in accordance with and are subject to the terms and conditions of ECSI's Standard Terms of Service.

[REDACTED]

Customer hereby understands and agrees that Customer determines obligation amounts including the assessment of any amount in addition to the principal amount. Any communication with a student by the Customer shall correctly and accurately inform the student of how obligations are calculated and inform students that all amounts related to an obligation are assessed by the Customer. At no time shall Customer communicate in writing

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[REDACTED]

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

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6.1 Reserved.

6.2 **Non-Disclosure of Confidential Information.** During the term of this Agreement and for a period of three (3) years following the termination of this Agreement, the

[REDACTED]

Receiving Party shall only use the Disclosing Party's Confidential Information for the purpose for which it was disclosed and shall not disclose such Confidential Information to any third party, except as required to perform under this Agreement or Service Order Form. If the Confidential Information is a trade secret, as determined by applicable law, the obligation to preserve its confidentiality shall continue for the longer of the period set forth above or until such time it is determined that such information no longer constitutes a trade secret. If the Confidential Information is personally identifiable information then the obligation of confidentiality shall continue indefinitely.

6.3 The Receiving Party shall protect the Disclosing Party's Confidential Information in the

The comedies set out in this exhibition shall not be read as a list of the comedies of the

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parties will agree upon an equitable adjustment of the costs based on the proportion of

[REDACTED]

**Indemnification by Customer**

[REDACTED]

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR

OTHERWISE, EXCEED THE SERVICES FEES ACTUALLY PAID BY CUSTOMER IN CONSIDERATION FOR THE SERVICES DURING THE IMMEDIATELY PRECEDING

TWELVE (12) MONTH PERIOD.

9.2 IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER

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10.7 **Amendments.** This Agreement and any Service Order Form(s) shall not be modified except  
by written agreement signed by each of the Parties.

10.8 **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be

[REDACTED]

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 all applicable laws and regulations. [REDACTED]

IN WITNESS WHEREOF FCSI and Customer have caused this Memorandum to be signed by their authorized representatives and the same to be attested by the undersigned.

Customer: *William J. ...*

*1-11*

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**Terms of Use for the ECSI Hosted Platform**

Last Updated May 1, 2013

These Terms of Use ("Terms of Use") establish the terms and conditions under which

Educational Computer Systems, Inc. ("ECSI") will provide access to the Hosted Platform (as defined below) to those customers (each a "Customer") who have executed the Educational Computer Systems, Inc. Master Hosted Platform and Services Agreement (the "Agreement"). These Terms of Use are incorporated by reference into the Agreement and are made an integral part thereof. Provision of the Hosted Platform shall constitute one of the Services provided by ECSI under the Agreement. ~~With respect to Customer's access or use of Hosted Platform and~~

4. **Downtime.** Subject to these Terms of Use and the Agreement, ECSI shall use

[REDACTED]

Technology or the Hosted Platform other than a limited license to use them in accordance herewith, and (ii) the Hosted Materials, the ECSI Technology and the Hosted Platform are works protected by copyright, trade secret, and other proprietary rights and laws. The

ECSI name, the ECSI logo, the ECSI name, ECSI logo, and the product names associated

[REDACTED]



will also be responsible for all electronic communications, including those containing

[REDACTED]

information, Customer Data, and all other data of any kind contained within emails or

[REDACTED]

ADDENDUM A

Pursuant to Federal Regulation 34 CFR, Part 668.25, ECSI agrees to:

(b) (5) - comply with all statutory provisions of an 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



TaxSelect Service Order Form Number: 001

THIS SERVICE ORDER FORM NUMBER 001 is made as an addendum to the Educational Computer Systems, Inc. Master Hosted Platform and Services Agreement, dated 11/17/07, between Educational Computer Systems, Inc. a Pennsylvania corporation, with an office at 100 Global View Drive, Warrendale, PA 15086 and CSE Indiana Enterprise



**RefundSelect Service Order Form Number: 002**

**THIS SERVICE ORDER FORM NUMBER 002** is made as an addendum to the  
Inc. Master d and Se

[Redacted text block]

with an office at 100 Global View Drive, Warrendale, PA 15086 ("ECSI"), and Wilmington University Inc., with a principal place of business at 320 Dunont Hwy. New Castle, DE 19720

[Redacted text block]

("Customer"). ECSI and Customer may individually be referred to herein as "Party" or collectively as "Parties".

1. Customer wishes to assign ECSI to operate and manage its funds disbursement program  
[Redacted text block]

Checking Account option. Students who choose the Checking Account option will be required to consent to ECSI sharing their required data with Bank Partner, prior to being directed to Bank Partner's website to apply for a Checking Account. Students who Bank Partner approves for a Checking Account will receive a check card (a debit card) from Bank Partner in the mail. Future

[REDACTED]

2. ECSI will provide a written implementation guide to assist Customer in preparing to

[REDACTED]

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cost proposal. In addition, Customer agrees to pay 1/12th of the annual calculated service

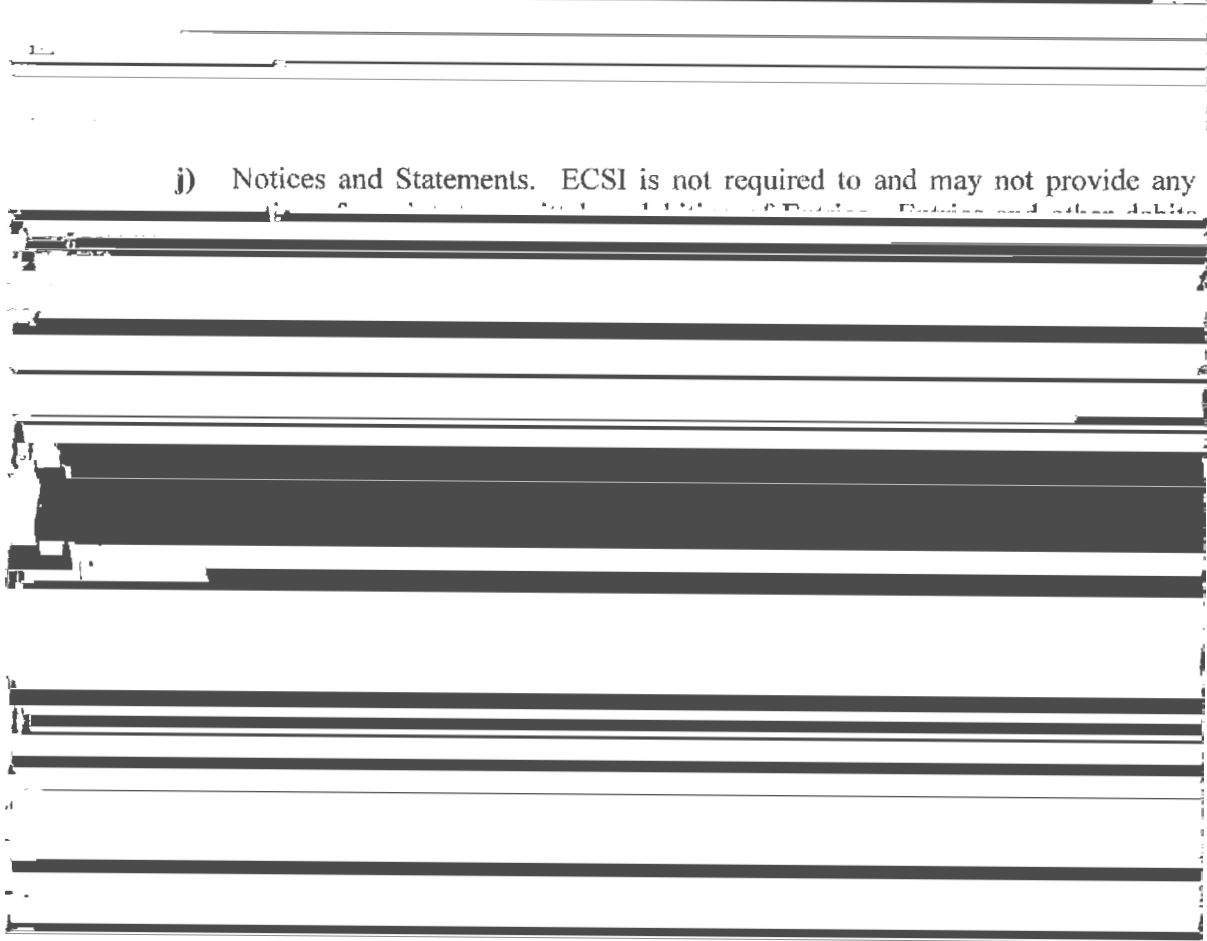
fees as outlined in the cost proposal, each month until implementation is complete and services are completely live. ECSI may extend implementation start and go live date within

reasonable time frame. If ECSI should extend start and go live dates, new dates will be mutually agreed upon between the parties. Should the implementation schedule change for any reason, all other requirements of this section remain in effect. Implementation must be



- b) Rejection of Entries. ECSI may reject any Entry with or without cause or prior notice. ECSI will make a reasonable effort to notify Customer of such rejection either electronically, in writing, by telephone, or as otherwise agreed to by Customer and ECSI. ECSI will not be liable to Customer for the rejection of the Entry, for the non-receipt of a notice, or for the failure to give notice of rejection at an earlier time than provided for herein.
  
- i) Notice of Returned Entries. ECSI will notify Customer either electronically, in writing, by telephone, or as otherwise agreed to of the receipt of an Entry returned no later than one business day after receipt of the returned Entry. ECSI has no other obligation with respect to a returned Entry.

j) Notices and Statements. ECSI is not required to and may not provide any



27/17

By:

1-24-17

Printed Name: William A. Brown II

Printed Name:

T. Jenkins