

ADDENDUM #1 TO PROFESSIONAL SERVICES AGREEMENT (RENEWAL TERM)

THIS ADDENDUM #1 ("Addendum 1") by and between **Prescott College** ("Institution") and **Nelnet Business Solutions, Inc.** (*dba* Nelnet Campus Commerce) and its affiliates ("Company") is entered into as of the last signature date affixed hereto ("Effective Date").

WHEREAS, Institution and Company have an existing Professional Services Agreement effective dated May 17, 2021 ("Agreement"); and

WHEREAS, Institution and Company agree to remain bound by all existing terms and conditions of the Agreement, as amended, with the inclusion of the following modification(s):

1. Professional Services Agreement, Paragraph 17. **TERM, RENEWAL, TERMINATION:** The Agreement shall be renewed for one (1) year ("Renewal Term") to the future termination date of January 31, 2025, unless terminated sooner by either party in accordance with the termination provisions of the Agreement. Thereafter, the Agreement will automatically renew for successive one (1) year periods.

AND WHEREAS, Institution and Company agree to be bound by the terms and conditions for the ongoing execution and pricing of Company's services as outlined in the Order Form ("Attachment A"), attached hereto and incorporated by this reference.

THEREFORE, in consideration of the promises contained herein, the parties hereto agree to extend their existing Agreement by incorporation of this Addendum 1.

IN WITNESS WHEREOF, the undersigned have caused this Addendum 1 to be executed:

Prescott College		Nelnet Business Solutions, Inc.		
Signature	Date	Date		
Print Name:				
Title:				



ATTACHMENT A

ORDER FORM Hosted Business Service

Prescott College

Product/Service	Implementation Fee	Monthly Fee	Transaction Fee
Student Billing – Enterprise (f/k/a eBill)	Current Service	\$250.00	\$0.25
Student Payments – Enterprise (f/k/a ePay)	Current Service	\$475.00	
ACH Payment			\$0.30
Returned/Declined Payment Fee			See 3.a. below
Payment Plans – Enterprise	Current Service		
Payment Plans, Traditional Payment Plans, Past Due Payment Plans, Pending Aid Payment Plans, International with Convera			
Enrollment Fee (2-6 payments)			\$55.00
CFI (Optional; indicate amount, if any, to the right.)			\$
Enrollment Fee (7-12 payments)			\$77.00
CFI (Optional; indicate amount, if any, to the right.)			\$
One-Time Credit Card Reversal/Refund			\$0.35
Returned/Declined Payment Fee			See 4.c. below
Card Payment Processing (Student Payments, Payment Plans)	Current Service		
Credit/Debit Card payment (fixed rate Discount Fee)			2.35%
Credit Card payment (fixed rate Service Fee)			3.39%
Debit Card payment (fixed rate Service Fee)			1.39%
Refunds (with Single Sign-On) (f/k/a Student Choice Refunds)	Current Service	\$250.00	
ACH Direct Deposit to Account			\$0.25
ACH Direct Deposit to Debit Card			\$0.25
Check			\$3.00
ACH Return			\$5.00
Other Refunds Fees			
Void Check			\$2.00
Stop Payment			\$25.00
Copy of Cashed Check			\$15.00
Payment Forms	Current Service	\$50.00	
ACH Payment			\$0.30
Returned/Declined Payment Fee			See 7.d. below
Card Payment Processing (Payment Forms)	Current Service		
Credit/Debit Card payment (fixed rate Discount Fee)			2.35%
Credit Card payment (fixed rate Service Fee)			3.39%
Debit Card payment (fixed rate Service Fee)			1.39%
Company-built Integration (NBS Connector)	Current Service		

1. Order Form Terms:

- a. This Order Form supersedes all prior Order Forms for the Service(s) indicated and reflects the Institution's elections and associated pricing as of the last date of signature. This Order Form and the services outlined herein are subject to the terms and conditions of the Agreement, including all amendments and addenda, if any.
- b. Any mutually agreeable modification or addition of Service must be on a written and executed Order Form. Any subsequently executed Order Form will be subject to the terms and conditions of the Agreement, and any conflict between Order Forms will be controlled by the later executed Order Form.
- c. For the avoidance of doubt, nothing in this Order Form will relieve the Institution's obligation to pay for payment processing (i.e., merchant fees, credit card assessments, or ACH fees) or installation, maintenance, and transaction fees for any other Contractor-delivered Service the Institution:
 - i. is currently contracting to use until such time as a Service is terminated; or
 - ii. may elect to implement in the future.

Contractor will continue to assess fees and invoice Institution for currently delivered Services, through the effective termination date for each respective Service, according to the current pricing schedule outlined in the Agreement.

2. **Fees**:

- a. <u>Implementation Fee (if applicable)</u>: Company will invoice Institution for one hundred percent (100%) of the applicable Implementation Fee, if any, upon receipt of an executed Order Form.
- b. Monthly Fee: Monthly Fee includes hosting, maintenance, technical support, and release upgrade services.
- c. <u>Transaction Fee</u>: Per transaction fees assessed for any Contractor-initiated/processed transaction, including but not limited to payments (both ACH and credit/debit card), credit card refunds/reversals (individual and/or batch), merchant processing fees, disbursements, and in-person payments, if applicable.
- d. Each hosted service is configured to Institution specifications without source code customization. Any post-deployment change requests will be billed at the Professional Service rate (\$200.00/hour).

3. Student Payments:

a. <u>Returned/Declined Payment Fee</u>: NSF for eCheck or declined card; a returned payment fee not to exceed the maximum amount permitted under applicable law will be assessed to the Institution if a scheduled payment attempt fails. Returned payment fees are subject to change, without notice, in future agreement periods. Arizona limited to \$25

4. Payment Plans:

- a. <u>Enrollment Fee</u>: The stated fee may be paid by the Payer/Responsible Party or Institution, depending on Institution's desired configuration for the specific payment plan in question. This configuration option may be modified for future payment plan agreement periods, at the Institution's discretion, upon written notice to the Contractor in such time and in such manner as to afford the Contractor a reasonable opportunity to enact the change.
- b. Funds Collected for Institution ("CFI"): Institution may elect to assess an additional fee beyond the Contractor's enrollment fee. The difference between the full amount assessed to the Responsible Party and the Contractor enrollment fee (funds Collected for Institution or "CFI"), if any, will be processed by the Contractor and remitted to the Institution. This configuration option may be modified for future payment plan agreement periods, at the Institution's discretion, upon written notice to the Contractor in such time and in such manner as to afford the Contractor a reasonable opportunity to enact the change.
- c. Returned/Declined Payment Fee: Returned/Declined Payment Fee: NSF for eCheck or declined card; a returned payment fee not to exceed the maximum amount permitted under applicable law will be assessed to the consumer (Payer/Responsible Party) if a scheduled payment attempt fails. Returned payment fees are subject to change, without notice, in future agreement periods. Arizona limited to \$25
- 5. <u>Past Due Payment Plans</u>: An actively managed payment plan solution for (i) outstanding balance(s) older than the four (4) most recent prior terms and/or (ii) a single consolidated balance of past due amounts for payment.
 - a. <u>Consumer Entered</u>: A link is provided to students to log into the system and create a payment plan for any amount. Institution predetermines the payment options available.
 - b. <u>Institution First:</u> Institution targets students with past due balances by creating a record in the system via file upload of student data; Institution can upload a second file containing balance data for said students. Institution initiates an email invitation to the student to enroll in a payment plan for the consolidated past due balance owed.
 - c. <u>End-to-End</u>: Allows institution to combine multiple term balances into a single past due amount for payment via payment plan. Past due balance is pulled in through Real-Time Account Activity (RTAA); payments are posted in real time or through end of day. Payment Plan participation indicators can be placed in real time or through end of day.
 - d. <u>Returned/Declined Payment Fee</u>: NSF for eCheck or declined card; a returned payment fee not to exceed the maximum amount permitted under applicable law will be assessed to the consumer (Payer/Responsible Party) if a scheduled payment attempt fails. Returned payment fees are subject to change, without notice, in future agreement periods.

6. International Payment Plans:

a. Payments:

- i. All payments for International Payment Plans (whether via ACH or credit card) are initiated by the Payer/Responsible Party; automated or "auto-debit" payments are not offered. Payer/Responsible Party will receive electronic notification of payment due.
- ii. Payer-/Responsible Party-initiated *international* payments (international or credit card) will be processed via Contractor's third-party international payments provider. No additional foreign exchange payment-related fees or charges will be assessed by Contractor.
- b. <u>Returned/Declined Payment Fee</u>: International payments processed for Payment Plans do not incur the Contractor-assessed Returned/Declined Payment fee or the merchant fees for card payments.

7. Payment Forms:

- a. <u>Sales Tax</u>: In the event Institution uses Payment Forms for the sale of goods or services, Institution may be required to register for a sales tax permit and collect sales taxes. It is the Institution's sole responsibility to determine if taxes apply to a transaction and to collect, report, and remit the correct tax to the appropriate tax authority. If you are uncertain if taxes apply, please contact your state Department of Revenue or consult with a qualified attorney or accountant. If the Institution is required to collect sales taxes, such taxes may be configured within Payment Forms. Configured taxes will be disclosed on the applicable payment form and included in calculations and payment totals as necessary. The Company has no responsibility for determining if taxes apply or for collecting, reporting, and remitting taxes arising from any transaction.
- b. <u>Shipping</u>: Payment Forms is not a fulfillment system and is not designed for the sale of products intended for shipment. The system will process payments immediately upon form submission as opposed to processing payments only when items ship. Institution is encouraged to designate items for pick up.
- c. <u>Payment Options</u>: ACH may not be an appropriate form of payment if the Institution needs to know immediately whether a payment is valid. Institution acknowledges and understands (i) the ACH network lacks real-time authorization and transaction returns can take up to two (2) business days and (ii) the two (2) day period creates, among other risks, a risk of loss if goods have already been picked up, or risk of unfilled capacity if limited inventory has been reached.
- d. <u>Returned/Declined Payment Fee</u>: NSF for eCheck or declined card; a returned payment fee not to exceed the maximum amount permitted under applicable law will be assessed to the Institution if a scheduled payment attempt fails. Returned payment fees are subject to change, without notice, in future agreement periods. Arizona limited to \$25
- 8. <u>Card Payment Processing</u>: Merchant services provided by Worldpay/Vantiv for Visa, MasterCard, Discover, and American Express. Merchant card rates are subject to change with thirty (30) calendar days' advance notice resulting from increases by any applicable card association.
 - a. <u>Discount Fee</u>: Discount Fee charged to Institution (i.e., Institution-absorbed merchant fee).
 - b. <u>Service Fee</u>: Service Fee charged to consumer (Payer/Responsible Party); Institution receives 100% of billed amount. Service Fees are non-refundable.
 - c. <u>Aggregate Settlement</u>: Company will typically deposit funds received to the designated Institution bank account in four (4) banking days.
 - d. One-Time Credit Card Reversal/Refund: Institution will be assessed a per transaction fee for each individual credit card reversal and/or refund.

9. **Refunds**:

- a. ACH Direct Deposit to Debit Card: Refers to ACH disbursement to an existing reloadable prepaid debit card.
- b. Other Fees: Requests for these activities will be initiated by the Institution. Fees will be assessed to the school; these fees are separate from Refunds transaction fees listed above and any additional banking costs associated with these activities. Additional fees will apply for special requests, if any (e.g., paper check overnight fee).