

**SEMINOLE STATE COLLEGE
BOARD OF REGENTS SPECIAL MEETING
Thursday, March 27, 2023**

**Business Session and Luncheon
Enoch Kelly Haney Center – Board Room
12:00 P.M.**

I. CALL TO ORDER

II. ROLL CALL OF MEMBERS

III. INTRODUCTION OF GUESTS

IV. READING AND APPROVAL OF MINUTES

Regular Meeting February 16, 2023

V. COMMUNICATIONS TO THE BOARD

Financial Report – February 28, 2023

- E&G and Auxiliary Purchases over \$15,000 for February - none

VI. HEARING OF DELEGATIONS

None at the time of filing of the agenda.

VII. PRESIDENT’S REPORT

- ✓ Personnel Update
- ✓ Campus Activities
- ✓ Legislative Activities
- ✓ Upcoming Events

VIII. BUSINESS

A. Review and consider approval of bid from Midwest Commercial, LLC in the amount of \$121,603 for repairs to the Walkingstick Student Services Center

Board Action: Approve/Reject Bid

B. Review and consider approval of 2023-2028 Strategic Plan

Board Action: Approve/Reject/Revise Plan

C. Consideration of any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda

Board Action: As Appropriate

IX. CONSENT AGENDA

Consider approval of the following items:

- Ratification of Contract with TransAct for Student Payment Services - \$4,000 for implementation, \$27,146 per year (6% increase each year for 4 years)
- Degree Program Modification – Associate in Science in Health Sciences (207)
- Degree Program Modification – Associate in Child Development (228)
- Degree Program Deletion – Early College Certificate (232)
- Degree Program Modification – Associate in Applied Science in Physical Therapy Assistant (233)
- Degree Program Modification – Associate in Science in Enterprise Development (Business Administration) (676)
- Degree Program Modification – Associate in Enterprise Development (General Studies) (675)
- Degree Program Modification for most degrees to add AGRI 2144 – Fundamentals of Soil Science as a general education requirement/option for Physical Science

X. ADJOURNMENT

*If you need a disability-related accommodation or wheelchair access information, please contact:
Office of ADA compliance at 405-382-9216. Requests should be made by March 24, 2023.*

Minutes

SEMINOLE STATE COLLEGE BOARD OF REGENTS REGULAR MEETING February 16, 2023

I. Call to Order

The Seminole State College Board of Regents' regular monthly meeting was called to order at 1:00 p.m. in the Utterback Ballroom of the Enoch Kelly Haney Center.

II. Roll Call of Members

Roll call was conducted. Regent Franklin was absent. Regents present were Morgan, Ready, Hyden, Pitts, Cain, and Donaho.

III. Introduction of Guests

President Reynolds introduced administrators and staff present at the meeting. Special recognition was given to members of the Social Sciences Division. Members present included: Andrea Dearth, Jeffrey Christiansen, Marta Osby, Dr. Steve Bolin and Christal Knowles. Special recognition was also given to Clint Robertson, Dr. Andrew Davis, Jessica Isaacs, and Emily Carpenter.

IV. Minutes

There being no additions or corrections to the minutes of the regular meeting held January 19, 2023; Regent Cain made a motion to approve the minutes as written and Regent Morgan seconded the motion. Roll call was as follows: Morgan, yes; Donaho, yes; Cain, yes; Ready, yes; Hyden, yes and Pitts, yes.

V. Communications to the Board

Financial Report – Ms. Melanie Rinehart, Vice President for Fiscal Affairs, presented a review of the College's revenue and expenses through January 31, 2023. Regent Morgan made a motion to approve the Financial Report as presented and Regent Hyden seconded the motion. Roll call was as follows: Morgan, yes; Donaho, yes; Cain, yes; Ready, yes; Hyden, yes and Pitts, yes.

Purchases over \$15,000 for January:

- | | |
|-------------------------|-------------|
| ➤ Elsevier | \$17,653.00 |
| ➤ Shawnee Office System | \$24,116.01 |

VI. Hearing of Delegations

None

VII. President's Report

President Reynolds discussed items under the President's Report and the Business portion of the agenda by utilizing a PowerPoint presentation. (See enclosed copy of the PowerPoint presentation)

Personnel Update – President Reynolds informed the Board that Jennifer Swedberg was hired as a Student Support Services Advisor and President Reynolds discussed a change to the hiring of the Computer Science Specialist position for the NASNTI grant.

Campus Activities – President Reynolds gave the Board members information about the following campus activities:

- Physical Therapy Program graduates scored well on their Oklahoma Medical Board Exams
- SSC Nursing students scored the highest at an NCLEX test preparation event
- President Reynolds gave an update on sports teams
- The State Farm Insurance Company donated laptops to the SSC laptop loan program
- Representative Bice visited Seminole on February 3rd and visited with SSC students
- The Trojan Kick-Off Banquet was held on February 4th
- SSC Freshman Emma Buchanan attended the Nigh Academy February 4th – 7th
- The Seminole Chamber of Commerce honored Dr. Ricky Streight as the Faculty member of the month and Jessica Guinn as the Classified Staff member of the month on February 9th
- Higher Education Day at the Capitol was held on February 14th

Maintenance Project Update – President Reynolds and Dr. Bill Knowles gave an update on current maintenance projects on campus.

Legislative Update – President Reynolds gave the Regents an update on legislative activities.

VIII. Business

Consideration of Approval to Grant Tenure Status to Mrs. Emily Carpenter– President Reynolds presented the Board with a copy of Policy II-6-4 concerning faculty tenure, a letter of recommendation and approval from Dr. Amanda Estey, Vice President for Academic Affairs, in addition to Mrs. Carpenter's Tenure Application Summary of Evidence. President Reynolds recommended approval of granting tenure status to Mrs. Carpenter. Regent Donaho made a motion to approve tenure status to Mrs. Carpenter and Regent Hyden seconded this motion. Roll call was as follows: Morgan, yes; Donaho, yes; Cain, yes; Ready, yes; Hyden, yes and Pitts, yes.

Consideration of Approval to Grant Tenure Status to Dr. Andrew Davis– President Reynolds presented the Board with a copy of Policy II-6-4 concerning faculty tenure, a letter of recommendation and approval from Dr. Amanda Estey, Vice President for Academic Affairs, in addition to Dr. Davis’s Tenure Application Summary of Evidence. President Reynolds recommended approval of granting tenure status to Dr. Davis. Regent Donaho made a motion to approve tenure status to Dr. Davis and Regent Hyden seconded this motion. Roll call was as follows: Morgan, yes; Donaho, yes; Cain, yes; Ready, yes; Hyden, yes and Pitts, yes.

Approval of Increase in Room and Board Rates for FY 2024 – President Reynolds presented information regarding an increase in room and board rates for FY 2024. This increase will help cover the increase in cost of food service and additional mandatory cost increases. Regent Hyden made a motion to approve the increase in room and board rates as presented and Regent Ready seconded this motion. Roll call was as follows: Morgan, yes; Donaho, yes; Cain, yes; Ready, yes; Hyden, yes and Pitts, yes.

Approval of Resolution Supporting Current Restrictions Regarding Guns on Campus – President Reynolds presented the Board with a proposed resolution for the SSC Board of Regents supporting the current restrictions regarding guns on college campuses. President Reynolds recommended approval. Regent Morgan made a motion to approve the resolution as presented and Regent Cain seconded this motion. Roll call was as follows: Morgan, yes; Donaho, yes; Cain, yes; Ready, yes; Hyden, yes and Pitts, yes.

IX. Consent Agenda

Regents were presented information concerning items on the Consent Agenda. President Reynolds recommended approval of these items. Regent Donaho made a motion to approve the Consent Agenda items and Regent Ready seconded the motion. Roll call was as follows: Morgan, yes; Donaho, yes; Cain, yes; Ready, yes; Hyden, yes and Pitts, yes.

Approval of the following items:

- Ratification of emergency purchase of Lochinvar Condensing Boiler from Air Force 1 A/C & HTG., LLC for approximately \$35,000
- Program Modification – Associate of Arts Degree in Art (201) – Program Deletion

X. Adjournment

There being no further business or discussion Regent Morgan made a motion to adjourn the meeting at 1:50 p.m. Regent Hyden seconded the motion. This motion was approved unanimously.

**Seminole State College
Combining Statement of Net Assets
As of February 28, 2023**

	Education and General Fund	Auxiliary and Restricted Fund	Capital Projects Fund	Payroll Withholding Fund	OKHEEI Trust Fund	Federal Restricted Fund	CARES Act Fund	Capital Assets and Long-Term Debt Fund	Total All Funds
Cash and Cash Equivalents	4,789,322.20	575,407.94	1,298,590.55	2,135.22	(5,243.89)	25,675.12	(2,800.00)	-	6,683,087.14
Accounts Receivable, net	0.00	-	-	-	-	-	-	-	0.00
Other Accrued Income	5,949.95	-	-	-	-	-	-	-	5,949.95
Capital Assets, net	-	-	-	-	-	-	-	16,062,550.82	16,062,550.82
Total Assets	4,795,272.15	575,407.94	1,298,590.55	2,135.22	(5,243.89)	25,675.12	(2,800.00)	16,062,550.82	22,751,587.91
Accounts Payable	(650.00)	17,024.42	-	-	-	-	-	-	16,374.42
Other Accrued Expenses	-	-	-	2,135.22	-	-	-	-	2,135.22
Due To/From Other Funds	-	-	-	-	-	-	-	-	-
Long-Term Debt	-	-	-	-	-	-	-	12,216,443.24	12,216,443.24
Total Liabilities	(650.00)	17,024.42	-	2,135.22	-	-	-	12,216,443.24	12,234,952.88
Beginning Net Position	3,797,845.75	366,673.69	1,016,193.69	-	(5,243.89)	75,061.52	677.70	3,846,107.58	9,097,316.04
Change in Net Position	998,076.40	191,710.15	282,396.86	-	-	(49,386.40)	(3,477.70)	-	1,419,319.31
Ending Net Position	4,795,922.15	558,383.84	1,298,590.55	-	(5,243.89)	25,675.12	(2,800.00)	3,846,107.58	10,516,635.35

Seminole State College
Combining Statement of Revenues, Expenses and Changes in Net Assets
For the Period July 1 through February 28, 2023

	Education and General Fund	Auxiliary and Restricted Fund	Capital Projects Fund	Payroll Withholding Fund	OKHEEI Trust Fund	Federal Restricted Fund	CARES Act Fund	Capital Assets and Long-Term Debt Fund	Total All Funds
Revenues									
Tuition and fees, net	\$ 4,406,231	\$ 754,153	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,160,384
State appropriations	3,862,388	-	1,000,000	-	-	-	-	-	4,862,388
Federal grants and contracts	-	5,963,493	-	-	-	-	917,694	-	6,881,187
State and private grants and contracts	2,481	1,190,909	-	-	-	-	-	-	1,193,390
Housing & Food Service	-	842,210	-	-	-	-	-	-	842,210
Bookstore	-	1,117,528	-	-	-	-	-	-	1,117,528
Other revenues	567,947	892,591	-	-	-	-	-	-	1,460,539
Total operating revenues	8,839,047	10,760,885	1,000,000	-	-	-	917,694	-	21,517,626
Expenditures									
Compensation and benefits	5,351,392	2,084,112	-	-	-	21,508	30,664	-	7,487,676
Contractual services	500,282	557,111	-	-	-	-	2,800	-	1,060,193
Supplies and materials	218,409	4,349,613	176,490	-	-	2,957	714,185	-	5,461,654
Scholarships and fellowships	1,015,840	2,575,698	-	-	-	-	-	-	3,591,538
Communications	32,758	2,670	-	-	-	1,964	-	-	37,391
Depreciation	-	-	-	-	-	-	-	-	-
Utilities	318,574	89,538	-	-	-	-	-	-	408,112
Other expenditures	403,716	910,432	541,114	-	-	22,958	173,522	-	2,051,743
Total Operating Expenses	7,840,971	10,569,175	717,603	-	-	49,386	921,172	-	20,098,307
Operating income (loss)	998,076	191,710	282,397	-	-	(49,386)	(3,478)	-	1,419,319
Transfers from (to)	-	-	-	-	-	-	-	-	-
Change in Net Position	998,076	191,710	282,397	-	-	(49,386)	(3,478)	-	1,419,319

Seminole State College
Combining Statement of Changes in Cash and Cash Equivalents
For the Period July 1 through February 28, 2023

	Education and General Fund	Auxiliary and Restricted Fund	Capital Projects Fund	Payroll Withholding Fund	OKHEEI Trust Fund	Federal Restricted Fund	CARES Act Fund	Capital Assets and Long-Term Debt Fund	Total All Funds
Cash and Cash Equivalents	\$ 3,330,994	\$ 828,894	\$ 990,855	\$ 2,705	\$ -	\$ 70,500	\$ 90	\$ -	\$ 5,224,038
Change in Net Position	998,076	191,710	282,397	-	-	(49,386)	(3,478)	-	1,419,319
Changes not providing (using) cash	460,252	(445,196)	25,339	(570)	(5,244)	4,561	588	-	39,730
Cash and Cash Equivalents, Ending	<u>\$ 4,789,322</u>	<u>\$ 575,408</u>	<u>\$ 1,298,591</u>	<u>\$ 2,135</u>	<u>\$ (5,244)</u>	<u>\$ 25,675</u>	<u>\$ (2,800)</u>	<u>\$ -</u>	<u>\$ 6,683,087</u>

Seminole State College
Education and General - Statement of Budgeted Revenues and Expenditures
For the Period July 1 through February 28, 2023

	<u>ACTUAL</u>		<u>BUDGET</u>	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
<u>REVENUE</u>				
State Appropriations	\$ 402,136	\$ 3,862,388	5,156,388	\$ 3,681,661
Tuition	976,874	2,535,843	3,238,082	2,784,751
Non-Resident Tuition Fees	228,539	572,429	350,000	301,000
Remedial Course Fee	8,780	32,089	39,400	33,884
Tuition	<u>1,214,192</u>	<u>3,140,361</u>	<u>3,627,482</u>	<u>3,119,635</u>
STEM Academic Excellence Fee	29,950	92,071	124,200	106,812
LAH Academic Excellence Fee	11,840	37,869	53,700	46,182
Bus & Ed Academic Excellence Fee	17,044	50,870	66,200	56,932
Health Science Academic Excellence Fee	2,927	9,614	15,000	12,900
Social Science Academic Excellence Fee	12,522	40,311	53,600	46,096
Physical Therapist Assistance Fee	576	2,294	6,600	5,676
Technology Service Fee	71,212	208,624	276,500	237,790
Bus And Ind Additional Fees	-	-	-	-
Nursing Fee	19,749	61,813	87,400	75,164
Laboratory Fees	15,270	57,591	79,900	68,714
Medical Lab Tech Fee	2,000	5,976	10,900	9,374
Electronic Academic Access Fee	16,547	61,758	84,500	72,670
Dist Education/Outreach Fee	72,904	235,254	265,700	228,502
Academic Course Fees	<u>272,541</u>	<u>864,045</u>	<u>1,124,200</u>	<u>966,812</u>
Late Payment Fees	596	4,296	10,100	8,686
Application For Admission Fees	665	9,575	14,900	12,814
Assessment Fee	22,069	67,690	92,000	79,120
Refund Per Legal Settlement	-	-	-	-
Ace Testing Fees	70	2,450	-	-
Hybrid Course Fee	-	-	-	-
Sr Citizens Discount	-	-	-	-
Enrollment Seminars	-	79	-	-
Clep Testing Fees	-	160	-	-
Library Automation Fee	21,546	63,496	84,500	72,670
Clearing Other Special Enrollment	-	-	84,501	72,671
Records Fee	15,569	45,992	61,400	52,804
Parking Fees	1,660	24,216	35,700	30,702
Student Id Fee	720	12,876	19,700	16,942
Accident Shield Fee	25,072	76,827	101,400	87,204
Special Testing Fees	225	2,900	-	-
International Student Fee	915	6,093	3,000	2,580
Compliance Fee	14,619	45,043	61,100	52,546
Safety Fee	13,535	40,130	54,300	46,698
Other Student Fees	<u>117,260</u>	<u>401,824</u>	<u>622,601</u>	<u>535,437</u>
Total Tuition and Fees	<u>1,603,993</u>	<u>4,406,231</u>	<u>5,374,283</u>	<u>4,621,883</u>
Other Income	<u>(33,731)</u>	<u>570,428</u>	<u>500,544</u>	<u>430,468</u>
Total Revenue	<u>1,972,398</u>	<u>8,839,047</u>	<u>11,031,215</u>	<u>8,734,012</u>
<u>EXPENDITURES</u>				
Instruction	412,962	3,139,811	5,095,586	3,434,425
Research	-	-	-	-
Public Service	-	-	-	-
Academic Support	18,487	191,714	439,314	296,098
Student Services	94,638	943,966	1,206,846	813,414
Institutional Support	125,470	1,237,007	1,993,046	1,343,313
Physical Plant	213,401	1,333,068	2,115,460	1,425,820
Scholarships and Tuition Waivers	3,585	995,405	900,000	900,000
Total Expenditures	<u>868,543</u>	<u>7,840,971</u>	<u>11,750,252</u>	<u>8,213,070</u>
Total Revenue Over (Under) Expenditures	<u>\$ 1,103,855</u>	<u>998,076</u>	<u>\$ (719,037)</u>	<u>\$ 520,942</u>

Seminole State College
Auxiliary Summary Statement of Revenue and Expenditures
For the Period July 1 through February 28, 2023

	CURRENT MONTH	YEAR TO DATE	BUDGET	
			ANNUAL	YEAR-TO-DATE
<u>REVENUES</u>				
Contractual Food Service	\$ 206,348	\$ 568,827	\$ 664,530	\$ 524,979
Bookstore	178,160	1,147,704	960,000	875,520
Institutional Support	156,776	488,256	679,637	574,293
Seminole/Roesler Residential Centers	337,293	847,394	1,049,100	807,807
Student Activities	93,295	280,137	366,267	309,496
Total Revenues	971,873	3,332,318	3,719,534	3,092,095
<u>EXPENDITURES</u>				
Contractual Food Service	78,933	437,225	617,900	453,539
Bookstore	60,962	519,656	859,730	717,875
Institutional Support	483,114	1,125,683	1,067,800	1,049,174
Seminole/Roesler Residential Centers	63,428	506,440	706,448	497,339
Student Activities	37,005	441,751	767,589	682,387
Total Expenditures	723,443	3,030,756	4,019,467	3,400,313
Revenue Over (Under) Expenditures	\$ 248,430	\$ 301,563	\$ (299,933)	\$ (308,219)

Seminole State College
Food Service - Statement of Revenue and Expenditures
For the Period July 1 through February 28, 2023

	ACTUAL		BUDGET	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
Meals revenue	\$ 206,348	\$ 566,769	\$ 662,530	\$ 523,399
Other revenue	-	2,058	2,000	1,580
Total revenue	<u>206,348</u>	<u>568,827</u>	<u>664,530</u>	<u>524,979</u>
Travel	-	-	-	-
Supplies	-	744	-	-
Miscellaneous Expenditures	724	7,010	42,850	31,452
Contractual Service	78,210	429,471	575,000	422,050
Sponsorships	-	-	-	-
Advertising	-	-	-	-
Telephone	-	-	-	-
Postage	-	-	50	37
Equipment	-	-	-	-
Total expenditures	<u>78,933</u>	<u>437,225</u>	<u>617,900</u>	<u>453,539</u>
Net profit (loss)	<u>\$ 127,414</u>	<u>\$ 131,602</u>	<u>\$ 46,630</u>	<u>\$ 71,440</u>

Seminole State College
Bookstore Statement of Revenue and Expenditures
For the Period July 1 through February 28, 2023

	<u>ACTUAL</u>		<u>BUDGET</u>	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
Sales revenue	\$ 177,871	\$ 1,117,528	\$ 950,000	\$ 866,400
Other revenue	290	30,176	10,000.00	\$ 9,120
Total revenue	<u>178,160</u>	<u>1,147,704</u>	<u>960,000</u>	<u>875,520</u>
Purchase For Resale	<u>44,238</u>	<u>419,916</u>	<u>693,872</u>	<u>579,383</u>
Professional Salaries, F.T.	3,325	26,600	42,245	35,275
Classified Salaries, F.T.	2,432	19,457	38,049	31,771
Classified Salaries, P.T.	1,563	11,332	1,295	1,081
Student Wages	246	580	5,000	4,175
Professional Services	-	395	-	-
Fringe Benefits	3,499	27,621	45,769	38,217
Compensation expenditures	<u>11,065</u>	<u>85,984</u>	<u>132,358</u>	<u>110,519</u>
Travel	-	219	1,500	1,253
Supplies	244	1,342	5,000	4,175
Bookstore Supplies	-	-	-	-
Miscellaneous Expenditures	24	24	1,000	835
Contractual Service	5,310	12,309	24,800	20,708
Sponsorships	81	81	-	-
Advertising	-	-	-	-
Telephone	-	-	-	-
Postage	-	-	1,200	1,002
Equipment	-	-	-	-
Other expenditures	<u>5,659</u>	<u>13,756</u>	<u>33,500</u>	<u>27,973</u>
Total expenditures	<u>60,962</u>	<u>519,656</u>	<u>859,730</u>	<u>717,875</u>
Net profit (loss)	<u>\$ 117,199</u>	<u>\$ 628,048</u>	<u>\$ 100,270</u>	<u>\$ 157,645</u>

Seminole State College
Institutional Support- Statement of Budgeted Revenues and Expenditures
For the Period July 1 through February 28, 2023

	<u>ACTUAL</u>		<u>BUDGET</u>	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
<u>REVENUE</u>				
Student Service Fee	\$ 74,580	\$ 227,388	\$ 298,994	252,650
Infrastructure Fee	79,521	246,628	328,893	277,915
Student Fees	<u>154,101</u>	<u>474,016</u>	<u>627,887</u>	<u>530,565</u>
Other Income-Overpayment	2,237	4,258	15,000	12,675
Refunds / Reimbursements	-	20	35,000	29,575
Interest Income	-	1,485	-	-
Seminar fees	-	-	-	-
Vending machine commissions	38	982	1,250	1,056
Photocopy revenue	-	-	-	-
Repair and replacement, damaged property	-	-	-	-
Haney Center	400	7,495	500	423
Other income	<u>2,676</u>	<u>14,240</u>	<u>51,750</u>	<u>43,729</u>
Total Revenue	<u>156,776</u>	<u>488,256</u>	<u>679,637</u>	<u>574,293</u>
<u>EXPENDITURES</u>				
Professional Salaries, F.T.	-	250	-	-
Classified Salaries, F.T.	-	-	-	-
Classified Salaries, P.T.	-	-	-	-
Student Wages	-	-	-	-
Professional Services	25,264	112,219	105,000	93,345
Fringe Benefits	-	74	-	-
Personnel expenditures	<u>25,264</u>	<u>112,542</u>	<u>105,000</u>	<u>93,345</u>
Travel	595	595	9,000	8,001
Supplies	-	5,661	15,000	13,335
Bookstore Supplies	-	-	-	-
Miscellaneous Expenditures	2,293	23,778	32,800	29,159
Lease Payments	-	-	-	-
Contractual Service	-	-	-	-
Sponsorships	-	-	-	-
Advertising	-	-	-	-
Telephone	-	-	-	-
Postage	-	-	-	-
Equipment	-	-	-	-
Housing and book scholarships	454,963	983,107	900,000	900,000
Haney Center	-	-	6,000	5,334
Total Expenditures	<u>483,114</u>	<u>1,125,683</u>	<u>1,067,800</u>	<u>1,049,174</u>
Total Revenue Over (Under) Expenditures	<u>\$ (326,338)</u>	<u>\$ (637,427)</u>	<u>\$ (388,163)</u>	<u>(474,881)</u>

Seminole State College
Housing - Statement of Revenue and Expenditures
For the Period July 1 through February 28, 2023

	ACTUAL		BUDGET	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
Rental revenue - Dorms	\$ 336,804	837,731	\$ 1,044,100	803,957
Other revenue	489	9,663	5,000	3,850
Total revenue	<u>337,293</u>	<u>847,394</u>	<u>1,049,100</u>	<u>807,807</u>
Professional Salaries, F.T.	-	-	-	-
Classified Salaries, F.T.	-	-	-	-
Classified Salaries, P.T.	-	-	-	-
Student Wages	-	-	-	-
Professional Services	-	-	-	-
Fringe Benefits	-	-	-	-
Personnel expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Travel	275.00	275		
Supplies	-	17,169	20,883	14,702
Miscellaneous Expenditures	2,528	35,267	90,439	63,669
Lease Payments	45,517	364,137	502,126	353,497
Contractual Service	-	-	7,000	4,928
Sponsorships	-	-	-	-
Advertising	-	-	-	-
Telephone	-	54	1,000	704
Utilities	15,108	89,538	85,000	59,840
Postage	-	-	-	-
Equipment	-	-	-	-
Other expenditures	<u>63,428</u>	<u>506,440</u>	<u>706,448</u>	<u>497,339</u>
Total expenditures	<u>63,428</u>	<u>506,440</u>	<u>706,448</u>	<u>497,339</u>
Net profit (loss)	<u>\$ 273,866</u>	<u>340,954</u>	<u>\$ 342,652</u>	<u>\$ 310,468</u>

Seminole State College
Student Activities - Statement of Revenue and Expenditures
For the Period July 1 through February 28, 2023

	ACTUAL		BUDGET	
	CURRENT	YEAR-TO-DATE	ANNUAL	YEAR-TO-DATE
Student activity fee	\$ 84,164	\$ 252,005	\$ 328,893	\$ 277,915
Cultural & recreation fee	9,131	28,132	37,374	31,581
Athletic Administration	-	-	-	-
Golf-Women	-	-	-	-
Golf-Men	-	-	-	-
Womens Soccer	-	-	-	-
Men's Basketball	-	-	-	-
Women's Basketball	-	-	-	-
Volleyball	-	-	-	-
Baseball	-	-	-	-
Softball	-	-	-	-
Total Revenue	93,295	280,137	366,267	309,496
Athletic Administration	13,920	146,599	216,915	192,837
National Tournaments	-	16,250	46,756	41,566
Golf-Women	1,626	16,047	29,403	26,139
Golf-Men	2,924	23,126	27,232	24,209
Womens Soccer	2,100	40,243	57,614	51,219
Men's Basketball	3,335	44,180	47,974	42,649
Women's Basketball	2,203	20,803	48,169	42,822
Volleyball	-	19,146	37,614	33,439
Baseball	6,529	53,243	126,889	112,804
Softball	4,168	53,575	92,023	81,808
Student Government	200	2,015	12,000	10,668
Livestock Judging Team	-	-	10,000	8,890
PLC	-	6,526	15,000	13,335
SSC Aggie (AFAC)	-	-	-	-
Phi Theta Kappa (AFAC)	-	-	-	-
NASA (AFAC)	-	-	-	-
Student Nurse Association(AFAC)	-	-	-	-
Total Expenditures	37,005	441,751	767,589	682,387
Revenue Over (Under) Expenditures	\$ 56,290	\$ (161,614)	\$ (401,322)	\$ (372,891)

Seminole State College
Restricted Funds - Statement of Revenue and Expenditures
For the Period July 1 through February 28, 2023

	<u>Revenue</u>	<u>Expenditures</u>	<u>Net</u>
PELL	\$ 2,383,181	\$ 2,380,746	\$ 2,435
PELL Recovery	59	-	59
SEOG	70,152	77,152	(7,000)
Direct Loans	1,265,646	1,244,386	21,260
Student loan repayment	-	-	-
College Work Study	40,995	33,995	7,000
SSC Foundation	25,780	48,270	(22,490)
Private Scholarships	417,040	503,195	(86,156)
Private Loans	43,111	-	43,111
Cherokee Student Grants	34,350	32,200	2,150
Sac & Fox Student Grants	20,743	16,743	4,000
Creek Tribe Student Grants	4,810	2,000	2,810
Shawnee Tribe Student Grants	9,910	13,118	(3,208)
Choctaw Tribe Student Grants	36,075	36,075	-
Citizen Pottawatomie Stud Grnt	40,624	44,524	(3,900)
Chickasaw Tribe Std Grants	69,871	68,971	900
OHLAP	342,105	367,576	(25,471)
Misc Indial Tribal Grants	53,758	58,810	(5,052)
Oklahoma Tuition Aid Grant	234,409	234,100	309
Subtotal Financial Aid	<u>5,092,617</u>	<u>5,161,860</u>	<u>(69,243)</u>
Title III Engaging Students in Science	-	-	-
Ub Math/Science #2	166,374	164,858	1,517
Ub Math/Science #1	175,814	175,522	292
Upward Bound #2	177,115	176,059	1,056
Upward Bound #1	207,481	205,834	1,647
Talent Search West	186,625	187,214	(589)
Talent Search Central	267,304	266,697	607
Dream Catcher Gear Up	429,657	468,489	(38,832)
STEM Student Support	147,595	148,701	(1,106)
Student Support Serices	194,652	196,302	(1,650)
NASNTI Grant	238,895	230,560	8,335
NASNTI Grant	-	289	(289)
Scholars for Excellence	-	53,541	(53,541)
Carl Perkins	13,886	-	13,886
Subtotal Federal Grants	<u>2,205,399</u>	<u>2,274,066</u>	<u>(68,667)</u>
Care Bears	22,320	18,680	3,639
Nursing Student'S	1,673	2,030	(357)
Residential Deposits	10,000	-	10,000
Professional Staff Council	1,650	887	763
Upward Bound #2 Fund Raiser	1,281	1,046	234
Upward Bound M/S Fund Raiser	2,289	1,046	1,243
Ub Ms #2 Fund Raiser	200	384	(184)
Upward Bound #1 Fundraiser	475	716	(241)
Subtoal Other Restricted	<u>39,887</u>	<u>24,790</u>	<u>15,097</u>
Total	<u>\$ 7,337,903</u>	<u>\$ 7,460,717</u>	<u>\$ (122,813)</u>

Seminole State College
Campus Organizations - Statement of Revenue and Expenditures
For the Period July 1 through February 28, 2023

	<u>Revenue</u>	<u>Expenditures</u>	<u>Net</u>
NURSING COPY MACHINE	11	-	11
VA REPORT FEE	-	336	(336)
ART FUND	25	-	25
CARE BEARS	22,320	18,680	3,639
FACULTY SENATE	1,880	2,996	(1,116)
SEMINOLE STATE AGGIE CLUB	-	420	(420)
SSC STUDENT PTA ASSOCIATION	20	1,872	(1,852)
NURSING STUDENTS MAILBOXES	25	-	25
UB #1 SUMMER FOOD PROGRAM	4,698	1,904	2,794
PHI THETA KAPPA	722	552	170
UBMS SUMMER FOOD PROGRAM	3,546	3,663	(117)
UB M/S #2 SUMMER FOOD PROGRAM	5,246	5,872	(626)
UB2 SUMMER FOOD PROGRAM	3,728	1,032	2,696
NURSING STUDENT'S	1,673	2,030	(357)
MLT BOC FEE	502	430	72
RESIDENTIAL DEPOSITS	10,000	-	10,000
PROFESSIONAL STAFF COUNCIL	1,650	887	763
CLASSIFIED STAFF ASSOCIATION	922	375	547
MU ALPHA THETA (MATH HONORS)	150	-	150
PSI BETA	135	-	135
OTHER ORGANIZATIONS AND ACTIVITIES	33,410	36,652	(3,242)
	<u>\$ 90,663</u>	<u>\$ 77,702</u>	<u>\$ 12,961</u>

— ERIN MEDLEY —

CONTACT

☎ 405.664.2209

✉ erinm20@gmail.com

PROFILE

Experienced Human Resources professional with more than 7 years of experience in the employee life cycle. This includes recruitment, pre-screening, interviews (phone, video, in-person), onboarding, orientation, I-9 and E-Verify, employee benefits, training, discipline (from informal coaching to terminations), internal investigations, performance management, FMLA, ADA and reasonable accommodations, retirement, employee management, and terminations.

SKILLS

- CUSTOMER SERVICE
- WRITING
- PROBLEM SOLVING
- CRITICAL THINKING
- RESOURCEFULNESS
- MICROSOFT OFFICE 365
- PEOPLESOFT
- WORKDAY

EXPERIENCE

Oklahoma Medical Marijuana Authority

Director of Human Resources | 06/2022 – 12/2022

- Lead efforts to create and staff human sources department for new state agency.
- Transitioned OSDH HR documents and access to OMMA HR team.
- Created processes, procedures and trainings to ensure success of new agency, including the PeopleSoft to Workday transition.
- Ensured employee information transitioned over and all OMMA employees were paid properly on the first OMMA pay period.

OMMA Programs Manager (under OSDH) | 10/2021 – 06/2022

- Recruited by OMMA Deputy Director to lead hiring efforts to meet legislative deadline.
- Developed team to recruit, create onboarding processes and develop a team within OMMA Operations, serving as liaison between OMMA leaders and OSDH HR.
- Hired more than 100 people in one year with less than 10% turnover.

Oklahoma State Department of Health

Human Resources Manager | 10/2019 – 10/2021

- Served as a resource to HR team, OSDH employees and leadership in HR practices including FMLA, ADA, Leave, FLSA, EEOC, and coordinate efforts between employees, managers and other departments in the management of FMLA and reasonable accommodation.
- Provided consultation and guidance to leadership regarding Human resources transactions, policies, procedures, Merit Rules, State and Federal laws, and Human Resources best practices.
- Created processes, procedures and trainings.

EDUCATION

St. Gregory's University
2015

Bachelor of Science (Psychology)

Rose State College

2005

Associate of Arts (Journalism)

EXPERIENCE, CONTINUED

Office of Management and Enterprise Services

Human Resources Coordinator | 07/2018 – 10/2019

- Provided consultation and guidance to leadership regarding HR transactions, policies, procedures, Merit Rules, State and Federal laws, and best practices.
- Served as a resource to employees and leadership in HR practices such as FMLA, ADA, Leave, FLSA, EEOC; coordinated efforts between employees, managers and other departments in the management of FMLA and reasonable accommodation.
- Served as Benefit Coordinator and Retirement Coordinator; initial point of contact for employee's benefits and retirement programs.
- Managed and advised supervisors regarding employee performance and discipline issues; delivered coaching and written reprimands as required
- Conducted training on a variety of human resources and agency topics for leadership and employees, as well as orientation for new employees.
- Coordinated with the HR Specialist and HR Assistant on the hiring process in its entirety.

Human Resources Specialist | 03/2016 – 07/2018

- Entered transactional data, such as new hires, separations, salary increases, appointment changes, and other transactions within PeopleSoft.
- Conducted new hire orientation, assisted with newly-deployed Strategic Goals orientation, and assisted new employees with questions.
- Tracked employee PMPs for all OMES employees.
- Ran payroll processes for Shared Services agencies as required.
- Ran reports regularly to ensure all transactions entered within the department were consistent and correct.
- Updated State of Oklahoma Employee Discount Page regularly and answered employee questions regarding available discounts.

Human Resources Assistant | 09/2015 – 03/2016

- Posted jobs on OMES website, as well as external websites to generate additional traffic.
- Reviewed applications, scheduled interviews, approved interview questions used by panels.
- Assisted in determining the correct candidates for each position.
- Completed background checks, prepared new employment offer letters, and assisted in the hiring process.

Professional References

Dr. Kelly Williams

Chief Operating Officer, United Way of Oklahoma

(405) 812-9665

Kell.m.will@gmail.com

Samuel McClendon

Director of Training, Oklahoma Medical Marijuana Authority

(720) 381-8036

Samuel.mcclendon@omma.ok.gov

Jennifer McCoy

Human Resources Manager, Oklahoma Medical Marijuana Authority

(405) 488-7813

jenniferkaymccoy@gmail.com

Tues - 3/7
9:30a.m.

SHELBY PARSONS, MSN, APRN, FNP-C

Earlsboro, Oklahoma 74840 | 405-481-5767 | shelbyjparsons23@outlook.com

Professional Summary

Compassionate Family Nurse Practitioner dedicated to evidence-based practice and providing culturally competent care to diverse populations while building long-term therapeutic relationships with patients, family members, and staff. Demonstrates the ability to diagnose and treat common acute and chronic illnesses, work autonomously and in collaboration with other health care providers, and teach patients how to develop healthy lifestyles to promote wellbeing and prevent disease with consideration of the patient's needs and beliefs.

Skills

- Advanced assessment skills and strong clinical judgment as a Nurse Practitioner
- Suturing, stapling, application of skin adhesive, and venipuncture
- Bimanual pelvic exams, Papanicolaou testing
- Splinting extremities and EKG interpretation
- Evaluate progress toward expected patient goals in a systematic and ongoing manner with modification to the plan as appropriate
- Computer proficiencies in MS Word, MS Excel, Outlook, and EMR

Certifications

- American Nurses Credentialing Center, FNP-BC, issued 09/2020, current
- American Heart Association, BLS, current
- National Institute of Health Stroke Scale (NIHSS), current
- Certified Foot Care Nurse (CFCN), current

Licensure

- Advanced Practice Registered Nurse, State of Oklahoma, issued 02/2022, current
- Registered Nurse, State of Oklahoma, issued 11/2015, current

Education

Master of Science in Nursing, 12/2021

Maryville University, St. Louis, Missouri

- Family Nurse Practitioner Specialty

Bachelor of Science in Nursing, 05/2019

Oklahoma Panhandle State University

Associate of Science in Nursing, 05/2015

Seminole State College, Seminole, Oklahoma

Clinical Practicums

Pediatrics: Corner Clinic, Holdenville, Oklahoma

- Assess, screen, evaluate, and diagnose children from birth through young adult to provide the full spectrum of primary care health services

- Prescribe a comprehensive therapeutic treatment plan including pharmacological and non-pharmacological strategies
- Demonstrate special knowledge of growth and development, anticipatory guidance, pediatric illnesses, and their treatment, the ability to function independently, and to quickly establish a trusting rapport with children and their families
- Refer to collaborative members of the health care team when indicated

Adult Medicine: SSM St. Anthony Shawnee as well as with Citizen Potawatomi Nation caring for Native American Patients

- Provide compassionate primary care services, including comprehensive and focused physical examinations, health assessments, diagnoses, and treatment plans
- Educate and guide patients on disease prevention and healthy lifestyle habits
- Manage overall patient care, including acute illness such as upper respiratory infections, sinusitis, pharyngitis, allergies, influenza, pneumonia, acute otitis media, back pain, dermatitis, cellulitis, and various chronic ailments, such as diabetes, hypertension, arthritis, chronic obstructive pulmonary disease, and thyroid disorders as well as changes in lifestyle and development issues
- Comprehensive evaluation, ordering, and interpreting diagnostic tests, and prescription of pharmacologic agents and non-pharmacologic therapies
- Document thoroughly and accurately with knowledge of billing and coding
- Provide referrals to specialty practices and community services as needed
- Provide follow-up calls to patients to discuss lab results and make an adjustment to the treatment plan as needed

Women's Health: Dr. Paul Jennings at SSM Health St. Anthony Shawnee

- Provide culturally sensitive and compassionate patient care, including gynecologic and obstetric examinations, assessment, diagnoses, treatment, education, and counseling
- Secure complete health histories including gynecologic, reproductive, contraceptive, medical, surgical, sexual, family health, and psychosocial systems
- Provide relevant health and individualized counseling in family planning, nutrition, sexual health, and principles of health promotion and maintenance
- Provide prenatal care, including accurately measuring fundal heights and obtaining fetal heart tones with in-office ultrasound
- Facilitate a comprehensive range of patient services and direct care, including well-woman pelvic, abdominal, breast examinations, and STD/STI screenings
- Order, perform and interpret specific diagnostic tests and procedures, including Papanicolaou smear, cultures, wet mounts, urinalysis, and ultrasounds
- Diagnose and treat acute, ambulatory conditions such as vaginitis, PID, STD's, and other gynecologic conditions
- Perform insertion of long-acting reversible contraceptives such as IUDs

Affiliations

- American Association of Nurse Practitioners

Professional Experience

Advanced Practice Registered Nurse/ Medicare Evaluation and Assessment

Signify Health – 09/2022 to present

- Provide comprehensive Medicare assessments and evaluation.
- Evaluate safety in home for patients and evaluate potential needs.
- Provide head to toe assessment including vital signs.
- Place necessary case management referrals.
- Collaborate with patient's primary care provider to bridge care gaps and provide the most up to date, real time, in the patient home, assessment and evaluation.

Advanced Practice Registered Nurse/ Urgent Care

Immediate Care of Oklahoma - Tecumseh, OK, 03/2022 to present

- Provide comprehensive care to patients across the lifespan.
- Assess, diagnose, and develop a treatment plan with the patient to treat their illness.
- Perform suturing, stapling, minor wound care, I&D, and various other procedures.
- Ordering and interpretation of labs and x-rays.

Registered Nurse / Employee Health

SSM Health St. Anthony Shawnee Hospital, Shawnee, Oklahoma, 10/2021 to 02/2022

- Provide pre-employment exams to include lab draws, BMI, visual acuity including Amsler grid, PIP, and depth perception, tympanogram, audiogram, and obtain significant medical history
- Focus on primary, secondary, and tertiary prevention and health promotion strategies to minimize accidents and illnesses
- Provide immunizations, drug screenings, and various surveillance ensuring compliance with hospital policies and state and federal regulations
- Work closely with infection prevention and establish nursing/clinic protocols while maintaining an up-to-date source of data for reports and audits per OSHA reporting requirements

Adjunct Clinical Nursing Instructor

Seminole State College, Seminole, Oklahoma, 08/2019 to 12/2020

- Adhere to college philosophy, curriculum, program outcomes, and course objectives through clinical teaching for students
- Provide instruction, demonstration, and facilitation of clinical skills for nursing students
- Collaborate with facility staff to coordinate the students' clinical assignment with a focus on clinical objectives
- Observe and provide constructive feedback to students throughout the term

Registered Nurse / Progressive Care Unit

Norman Regional Hospital, Norman, Oklahoma, 12/2019 to 09/2020

- Provide quality care to critically ill patients through the implementation of evidence-based nursing assessment, nursing diagnosis, interventions, and ongoing evaluation for stroke patients and patients with neurological deficits
- Collaborate with health professionals and interdisciplinary team members to ensure optimal patient outcomes

- Recognize clinical changes in patient status and implement appropriate interventions with concise communication of assessment and plan of care to physician
- Communicate effectively and compassionately with patients and families to facilitate an understanding of the patient's condition

Registered Nurse / Diabetic Educator / Certified Foot Care Nurse / Case Manager

Citizen Potawatomi Nation, Shawnee, Oklahoma, 09/2018 to 12/2019

- Assess the physical, psychosocial, and economic needs of the diabetic patient to develop an effective, comprehensive care plan
- Provide one on one nutrition counseling with a discussion of goals for blood sugar levels
- Teach monthly classes about diabetes prevention and management to encourage and support the patient towards self-management of their diabetic care plan
- Coordinate monthly group meetings with the dietician to teach healthy cooking and meal ideas
- Demonstrate clinical expertise as certified foot care nurse, treating numerous diabetic foot ulcers, ingrown nails, and provide routine foot care for diabetic patients
- Perform wound care and place referrals to podiatrists for complex procedures

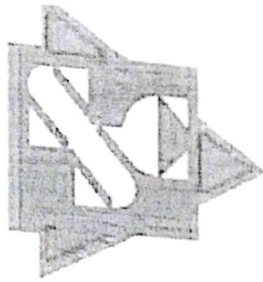
Registered Nurse / Acute Care

SSM St. Anthony Shawnee Hospital, Shawnee, Oklahoma, 11/2015 to 09/2018

- Provide evidence-based care, including nursing assessment, diagnosis, intervention, and evaluation with modification to the plan of care deemed appropriate in alignment with professional nursing practice model
- Maintain a collaborative relationship and open communication between physicians, team members, patients, and patient's families
- Identify acute declines in patient status and utilize critical thinking skills to effectively manage emergencies
- Provide therapeutic listening and emotional support to patients while providing compassionate care

Interests

- Evidence-based research and quality improvement projects
- Providing personal and genuine care to patients' across the lifespan and meeting them with a smile and caring attitude in their time of need.
- I enjoy living on our ranch and taking care of our cattle and horses. My husband, myself, and our two sons enjoy traveling to rodeos and competing. I compete in breakaway roping.



Seminole State College

Application for Employment

Return to: Human Resources Office, P. O. Box 351, Seminole, OK 74818
 or take to Ben & Bonnie Walkingstick Student Services Center, Fiscal Affairs,
 or email to hr@sscol.edu Applications will remain active for 90 days.

Please type or print in ink

Last name as shown on Social Security Records Parsons		First Shelby	Middle Jane
Address 47525 Bob Cranch Dr.		City, State, Zip Earlsboro, OK 74840	
Home Phone 405-481-5767	Work Phone	Email shelbyjparsons@3a.com	Do you have a current driver's license? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are you legally entitled to work in the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Documentation of your identity and employment eligibility must be provided upon hire as required by the Immigration Reform and Control Act of 1986.</i>		Are you at least 18 years old? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of position preferred: <input type="checkbox"/> Custodial/Housekeeping <input type="checkbox"/> Technical/Paraprofessional <input type="checkbox"/> Service/Maintenance <input type="checkbox"/> Skilled Crafts nursing professor	Type of employment desired: <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Temporary	List any specific position you wish to be considered for, in addition to being placed in the applicant pool: nursing program instructor	
Do you have any relatives employed at SSC? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
(If yes, please list) _____ (Name, Relationship, and Department)			

Education

School	Name of School	Course of Study	No. of Years Completed	Did you graduate? Month/Year	Hours/Degree or Diploma
High School or GED	Teaneck	High School	4	Dec. 2010	High School
Business/Trade/Technical					
College	SSC	Nursing	3	Y. May 2015	ADN
Graduate	Mannville	MSN-FNP	3	Y. Dec. 2021	MSN-FNP
If you have had military experience, you are encouraged to list any job skills you acquired which could help you qualify for SSC Jobs.					
Where did you hear of this opening? <input type="checkbox"/> Newspaper <input type="checkbox"/> Website <input type="checkbox"/> Other: list- Crystal Bracy					

Seminole State College in compliance with Title VI and VII of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, Americans with Disabilities Act of 1990, and other federal laws and regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, financial aid, and educational services.

EMPLOYMENT EXPERIENCE

Please list all prior employment beginning with current or most recent employment first.
If necessary, you may attach additional sheets with employment history.

May we contact your present employer? Yes No Name: Kevin Penwell, DO

Employer:	<u>Immediate Care, OK</u>	Telephone/Email:	<u>405-598-7270</u>
Employer's Address:	<u>502 N. Broadway, Tecumseh, OK 74873</u>		
Immediate Supervisor:	<u>Kevin Penwell</u>	Title:	<u>DO</u>
Your Title/Rank:	<u>FNP</u>	Department:	<u>urgent care</u>
<input type="checkbox"/> Temporary <input checked="" type="checkbox"/> Part Time <input type="checkbox"/> Full Time	Starting Salary:	<u>\$16.50/hr</u>	
Date Employed: Month <u>Mar</u> Year <u>2022</u>	Date Separated: Month <u>All</u> Year <u>2022</u>		
Specific Duties:	<u>Family nurse practitioner urgent care setting</u>		
Reason for Leaving:	<u>w/a still prn here.</u>		

Employer:	<u>Signify Health</u>	Telephone/Email:	
Employer's Address:			
Immediate Supervisor:	<u>Chris Honlath</u>	Title:	<u>recruiter</u>
Your Title/Rank:	<u>FNP</u>	Department:	<u>medicare eval.</u>
<input type="checkbox"/> Temporary <input type="checkbox"/> Part Time <input type="checkbox"/> Full Time <u>1099</u>	Starting Salary:	<u>\$20/pt.</u>	
Date Employed: Month <u>Sep</u> Year <u>2022</u>	Date Separated: Month _____ Year _____	Last or Present Salary: <u>\$80/pt.</u>	
Specific Duties:	<u>medicare evaluations / travel</u>		
Reason for Leaving:	<u>current but will stop due to no longer wanting to travel</u>		

REFERENCES

Name:	<u>Vanessa Simer, APRN</u>
Address:	
Telephone and Email:	<u>405-380-7210</u>
Name:	<u>Kelly Lucas, APRN</u>
Address:	
Telephone and Email:	<u>405-249-31097</u>
Name:	<u>Kevin Penwell, DO</u>
Address:	
Telephone and Email:	<u>405-834-9033</u>

I understand the misrepresentation of fact in this application will be sufficient grounds for termination of my employment or cancellation of job offer without notice anytime hereafter. I specifically authorize Seminole State College (SSC) to investigate my background, including any and all references available, criminal, and other judicial records, where applicable to the position for which I am applying and consistent with applicable law. I authorize SSC to use all legal means at its disposal to assess my suitability for employment. I make this authorization in return for SSC's consideration of me for employment, and I specifically release and hold SSC harmless for any and all liabilities arising out of its investigation of my application for employment.

3/3/2023

DATE

Kevin Penwell, APRN

SIGNATURE OF APPLICANT (Read above statement before signing)

INTEROFFICE MEMORANDUM

TO: LANA REYNOLDS, PRESIDENT

FROM: MELANIE RINEHART, VPFA
DR. BILL KNOWLES, VPSA

SUBJECT: WALKINGSTICK DAMAGE REPAIR BID

DATE: 3/20/2023

Upon opening bids on March 20, 2023, only one company, Midwest Commercial, LLC had submitted a bid for the Walkingstick Damage Repair. Based on the needs of the college and after consultation with VPSA Knowles and Director of Maintenance, Clint Robertson, I recommend that Seminole State College award the bid to Midwest Construction for the amount of \$121,603.

You will find the full bid package enclosed.

Sincerely,



Melanie Rinehart
Vice President of Fiscal Affairs



MIDWEST

Commercial, LLC

"Your Design/Build Specialist"

ESTIMATE 2023-03102023

35209 Hwy 99A Earlsboro, OK 74340 P 405-382-4470 F 405-382-4472

SOLD TO:
Seminole State Community College
2701 Boren Blvd.
Seminole, Ok 74340

After pre-lim walk through.
Proposal based on visible.

PROJECT INFO:
SSCC - Walkinstick
North/South Entrance

ESTIMATE NUMBER: MWC 2023-03102023
ESTIMATE DATE: 03/10/23
QUOTATION
TERMS: Upon Receipt
CUSTOMER ID: SSCC
PROJ. MANAGER: Preston Lanceford

DESCRIPTION	AMOUNT	AMOUNT
	DAMAGES	RECOMMENDED
North & South glass entries leaking; sheetrock wet; door(s) operation not consistent; needs complete removal/remodel to remedy; repair scope as follows:		
Included work:		
Protection of existing designer tile floor		
Demo existing wallboard		
Remove any insulation/wet backing		
Sterilize wall cavities/possible coating		
Repair/replace header with structural replacement		
Clean/remove existing sealants		
Review/provide procedure for glass removal		
Frame/glass removal - rebuild		
Keep area(s) secure/safe		
Repair F.I.F.S. as required/paint with acrylic		
Install thermal/insulation/moisture barrier		
Install required backing		
Install new sheetrock/wallboard		
Apply necessary break metal		
Finish/paint at all replace areas		
Re-install existing frames/glass with appropriate new gaskets		
Grout necessary floor areas @ frame bottoms		
Proper door(s) adjustments		
Sealants/caulking/clean-up		
Rental - necessary scissor lift(s)		
Total Cost South _ Damage Repairs Midwest and Accent Glass _ Scope	40,948.00	
Hallway Corridor Entrance Lessened Req Size 9,800.00 General Conditions/Profit & Overhead 1,350.00 Price - additional, for budget awareness:		11,156.00
Total Cost North _ Damage Repairs Midwest and Accent Glass _ Scope	22,492.00	
Interior glass vestibule 26,400.00 General Conditions/Profit & Overhead 4,752.00 Price - additional, for budget awareness:		31,152.00
15% for Existing Unknowns, Contingency Fund Amount [Mentioned this should be budgeted at 125,000.00 safe.] This amount won't necessarily be used, but of care to an group of unusual existing conditions yet to be determined.	15,361.00	
TOTALS	79,401.00	42,308.00
Seminole State to move required light fixtures, HVAC vent, Bell mirror, etc. etc. Excludes any wet suppression required work, should be none as discussed. In-totally to be considered "maintenance work" only, no Arch/Tag/Permit included.		
GRAND TOTAL	121,603.00	

Please remit payment to:
35209 Highway 99 A
Earlsboro, OK 74340
Telephone: (405) 382-4470 Fax: (405) 382-4472



Workers Compensation And Employers Liability Insurance

Insured Name

MIDWEST COMMERCIAL, LLC
35209 HIGHWAY 99A
EARLSBORO, OK 74840-9040

Producer Information

BANCFIRST INSURANCE SERVICES INC
3707 N HARRISON ST
SHAWNEE, OK 74804-2223

Policy Number

WC 7 34616634

Producer Processing Code

740-056374

Policy Period

11/01/2022 to 11/01/2023

CNA Branch

OKLAHOMA
3817 NW Expressway Street
Suite 710
Oklahoma City, OK 73112

New Business

Thank you for choosing CNA!

With your Workers Compensation And Employers Liability Insurance policy, you have insurance coverage tailored to meet the needs of your business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide the resources to help you manage the daily risks of your organization so that you may focus on what's most important to you.

Claim Services

The Workers Compensation Claim Kit will help you and your employees take full advantage of CNA's comprehensive services. We work with you, your employees and medical providers to promote workplace safety; control risks; facilitate early return to work when medically appropriate; prevent fraud; and assist you in recognizing your opportunities and responsibilities in managing Workers Compensation costs.

- To report a loss go to www.cna.com/claim or send an email to lossreport@cnaasap.com, or call 877-CNA-ASAP (877-262-2727)
- To find a network provider or for a PPO panel request, go to www.cna.com/claim
- To request loss runs send an email to fsrmail@cnacentral.com
- For additional questions call CNA Customer Service at (877)-574-0540, or contact your independent CNA Insurance Agent.

Risk Control Services

To learn more about our award winning Risk Control Services and how to improve your bottom line, please email us at riskcontrolwebinfo@cna.com, call (866) 262-0540 or visit www.cna.com/riskcontrol and www.cna.com/returntowork.

State Required Posting Notices

If you are not the person directly responsible for having these Posting Notices displayed, please direct these notices to the appropriate person within your organization. Posting Notices are required to be displayed in accordance with specific requirements as stated in the notices. The applicable notice(s) and the quantity included are based on the number of physical addresses in each covered state provided by your independent CNA Insurance Agent.



Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Seminole State College Agency Number: 62300
Solicitation or Purchase Order #: Walkinstick Damage Repair of north and south entries.
Supplier Legal Name: Midwest Commercial L.L.C. Earlsboro, Oklahoma

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

- 1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- [X] the competitive bid attached herewith and contract, if awarded to said supplier;
OR
[] the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature
Calvin E. Gwin
Printed Name
405.382.4470
Phone Number
405.382.4472
Fax Number

03.10.2023 Friday
Certified This Date
Senior Project Manager
Title
calvin.gwin@sbeglobal.net
Email
Cell 405.380.4244



Responding Bidder Information

"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # Walkingstick Damage Repair of north and south entries.

Bidder General Information:

FEI / SSN: 73-1606191

Supplier ID: 221003089

Company Name: Midwest Commercial L.L.C.

Bidder Contact Information:

Address: 35209 Hwy 99a

City: Earlsboro

State: OK Zip Code: 74840

Contact Name: Calvin E. Gwin

Contact Title: Sensor Project Manager

Phone #: 405.382.4470

Fax #: 405.382.4472

Email: calvin.gwin@sbeglobal.net

Website: https://midwestcommercial.net

cell 405.380.4244

Oklahoma Sales Tax Permit¹:

YES - Permit #: _____

NO - Exempt pursuant to Oklahoma Laws or Rules - Attach an explanation of exemption

↳ General Contractor - NO OSTP

Registration with the Oklahoma Secretary of State:

YES - Filing Number:

3512580064 Good standing OCT/2023

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES - Include with the bid a certificate of insurance.

NO - Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) - Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

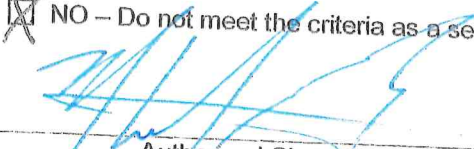
¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

Disabled Veteran Business Enterprise Act

YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

NO – Do not meet the criteria as a service-disabled veteran business.

	<u>03.10.2023 Friday</u>
Authorized Signature	Date
<u>Calvin E. Gwin</u>	<u>Senior Project Manager</u>
Printed Name	Title



February 23, 2023

Seminole State College is accepting bids for the following:

Walkingstick Damage Repair of north and south entries

The north and south entry ways have sustained significant damage due to leakage in and around the glass features. Some leakage is attributed to damage sustained from area tornadoes. Pictures of both entrances are included in this packet. The project bid should include the following:

- repair and resealing of glass entries
- demo, repair and replacing of existing wallboard/sheetrock
- sterilization of existing structure
- repair/replace header with structural replacement
- repair of E.I.F.S. as required
- indoor/outdoor painting as needed
- installing/replacing insulation as needed
- installation of glass interior structures/doors for airlock purposes (additional pictures of glass airlock door/wall location are provided)

Bids are due no later than 8:30am CST, Monday, March 20th, 2023. If prepared in enough time, bids may be mailed to:

Seminole State College
Attn: Business Office – RFP
2701 Boren Blvd
Seminole, OK 74818-351

or hand delivered to the same address in a sealed envelope labeled “Walkingstick Damage Repair”.

Bids will be opened inside the Hager Chapman room in the Walkingstick Building at 9:00am CST Monday, March 20th, 2023.

For technical questions or to schedule a tour of the Walkingstick building, please contact Clint Robertson at 405-382-9241 or c.robertson@sscok.edu.

Seminole State College reserves the right to reject any and/or all bids.

Sincerely,
Mrs. Melanie Rinehart
Vice President of Fiscal Affairs
Seminole State College
405-382-9277
m.rinehart@sscok.edu

Charting the Future of Seminole State College

2023-2026 Strategic Plan

Decision Filters

A core component of the strategic planning process is determining “decision filters” that will guide how new ideas and opportunities are evaluated. The Seminole State College leadership team, as well as campus and community stakeholders, have outlined the following decision filters to provide generally accepted framework for evaluating strategic priorities.

- **Mission / Student Success** – All initiatives will be aligned to the mission of Seminole State College and student success efforts.
- **Evidence and Data** – Data and evidence will support the viability of the initiative.
- **Financial and Resource Capacity** – Are financial and other resources available to adequately support the initiative?
- **Enrollment Management** – Initiatives will support enrollment growth and sustainability.
- **Accountability** – Metrics and other measures will be in place to support accountability of the initiative.
- **Buy-In** – There will be general buy-in and excitement for the initiative.



Institutional Sustainability

Goal Statement:

Enhance institutional stability and sustainability through program expansion and human and capital investment.

Goal Intention:

SSC will take an intentional approach to sustainability. SSC will add or expand grant, academic, athletic, and activity-based programs to enhance enrollment and financial baselines. SSC will invest in human resources in such a way as to recruit, retain, and develop diverse talent.

Emphasis will be placed on increasing salary levels across campus operations to be a competitive employer within our five-county service area and the education industry. The above will be undertaken in a spirit of inclusivity and transparency.

Initiatives:

IS-1: Evaluate new programs for addition to the SSC offerings, with the intent to offer new programs as warranted to address workforce needs

IS-2: Review and update polices related to salary and longevity pay increases in an effort to assist with retention and talent recruitment

IS-3: Create additional opportunities for professional development of all employees and encourage individuals to establish professional goals

IS-4: Enhance marketing and recruitment efforts to increase enrollment and raise awareness in the five-county service area and the state of Oklahoma

IS-5: Provide dedicated resources to increase and improve efforts to gain grant support for the institution

IS-6: Continuously evaluate and improve campus technology



Service Area Engagement

Goal Statement:

SSC will strategically engage and collaborate with communities, schools and businesses in the College's service area.

Goal Intention:

Seminole State College will partner in all aspects of the service area communities by seeking out opportunities for developing interactive relationships in the College's five-county service area. Additionally, the College will create courses and training for local business, and seek ways to encourage economic development and civic engagement through the service area and beyond.

Initiatives:

SAE-1: Optimize enrollment management through developing a campus culture of recruitment, establishing off-site recruitment opportunities in the five-county service area

SAE-3: Educate and encourage employees about opportunities to become involved in community and civic organizations and activities

SAE-5: Foster the development of internship experiences as well as employment and service-learning opportunities which provide valuable services for employers and workforce preparation experiences for students

SAE-6: Provide cultural, educational and wellness programs for campus that can be open to the public and benefit the quality of life for our service area



Student Success

Goal Statement:

Grow a campus-wide culture that celebrates diversity and facilitates student engagement, completion, and success.

Goal intention:

Providing access to higher education and academic excellence with an intentional focus on retention, completion and graduation. Provide wrap-around assistance and services to students from onboarding to transfer or gainful employment. Create an atmosphere that encompasses the principles of diversity, equity and inclusion to make everyone feel welcome and safe.

Initiatives:

SS-1: Enhance the onboarding process for incoming students both online and face-to-face

SS-2: Improve first-time, full-time cohort retention rate by 5% over the life of the five-year plan

SS-3: Achieve first-time, full-time cohort graduation rate by 5% over the life of the five-year plan

SS-4: Engage student leaders in activities to recruit and retain students - and to market the image of the college

SS-5: Improve efforts to solicit responses from students about their experiences at the college and their use of services

SS-6: Evaluate the effectiveness of the institution's advisement process



This Transact Order Form ("Order Form") by and between Transact Campus Inc. ("Transact") and Seminole State College ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary").

This Order Form, together with the Transact Master Agreement attached hereto as Attachment A and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Transact to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Transact Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Transact, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Product and Pricing Summary

Order Summary for Current Renewal or Purchase				
QTY	UOM	Product Code	Product or Service Description	Term Fees (USD)
1	Each	CN-ADMINCONSULTFP	ADMINISTRATION CONSULTFP	\$500.00
1	Annual	CN-ADMIN	ADMINISTRATION	\$0.00
1	Annual	CN-EPAYMENT	EPAYMENT	\$0.00
1	Each	CN-EPAYMENTCONSFP	EPAYMENT CONSULTFP	\$500.00
1	Annual	CN-EREFUND	EREFUND	\$4,860.00
1	Each	CN-EREFUNDCONSFP	EREFUND CONSULTFP	\$500.00
1	Annual	CN-EBILL	EBILL	\$9,180.00
1	Each	CN-EBILLCONSULTFP	EBILL CONSULTFP	\$500.00
1	Annual	CN-DYNAMICBILL	DYNAMICBILL	\$2,700.00
1	Each	CN-DYNAMICCONSFP	DYNAMICBILL CONSULTFP	\$500.00
1	Each	CN-1098FULLSERVICE	FULL SERVICE DEPLOYMENT	\$500.00
1	Annual	CN-1098-T FS	TRANSACT CAMPUS PAYMENTS 1098-T FS	\$6,626.00
1	Each	CN-SMARTPAY	SMARTPAY	\$0.00
1	Each	CN-SMARTPAYACH	SMARTPAY ACH ONLY	\$0.00
1	Each	CN-CONSULTSP	SMARTPAYINSTALL	\$0.00
1	Each	CN-CONSULTSPACH	SMARTPAY ACH INSTALL	\$0.00

1	Annual	CN-TransactIFT	Transact IFT	\$0.00
1	Each	CN-TransactIFTCons	Transact IFT Consulting	\$0.00
1	Each	CN-529PLAN	529 PLAN	\$0.00
1	Each	CN-529CONSULT	529 CONSULT	\$0.00
1	Annual	CN-EMARKET	EMARKET PER SITE	\$3,780.00
1	Each	CN-EMRKTCONSFP	EMARKET CONSULTFP	\$500.00
1	Each	CN-JENZJ1INTEGXX	JENZABAR ERP INT FOR J1	\$0.00
1	Each	CN-ERPINTEGRATE	ERP INTEGRATIONS	\$500.00
1	Each	CN-FSPP-DEPLOY	FSPP DEPLOYMENT SERVICES	\$0.00
1	Annual	CN-FULLSVCYPYPLAN	FULL SVC PAYMT PLAN	\$0.00
Total:				\$31,146.00

Multiyear Contract Pricing								
QTY	UOM	Product		Period 1	Period 2	Period 3	Period 4	Period 5
1	Each	CN-529PLAN	529 PLAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Annual	CN-ADMIN	ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Annual	CN-DYNAMICBILL	DYNAMICBILL	\$2,700.00	\$2,862.00	\$3,034.00	\$3,216.00	\$3,409.00
1	Annual	CN-EBILL	EBILL	\$9,180.00	\$9,731.00	\$10,315.00	\$10,934.00	\$11,590.00
1	Annual	CN-EMARKET	EMARKET PER SITE	\$3,780.00	\$4,007.00	\$4,247.00	\$4,502.00	\$4,772.00
1	Annual	CN-EPAYMENT	EPAYMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Annual	CN-EREFUND	EREFUND	\$4,860.00	\$5,152.00	\$5,461.00	\$5,788.00	\$6,136.00
1	Annual	CN-FULLSVCYPYPLAN	FULL SVC PAYMT PLAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	CN-JENZJ1INTEGXX	JENZABAR ERP INT FOR J1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	CN-SMARTPAY	SMARTPAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	CN-SMARTPAYACH	SMARTPAY ACH ONLY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Annual	CN-1098-T FS	TRANSACT CAMPUS PAYMENTS 1098-T FS	\$6,626.00	\$7,024.00	\$7,445.00	\$7,892.00	\$8,365.00
1	Annual	CN-TransactIFT	Transact IFT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Annual Total: (contracted products only)				\$27,146.00	\$28,776.00	\$30,502.00	\$32,332.00	\$34,272.00

Product	Enrollment Fee	Late Fee	NSF Fee
FULL SVC PAYMT PLAN	\$35.00	\$10.00	\$25.00

Product	Domestic Card Service Fee	International Card Service Fee	Minimum Convenience Fee
SMARTPAY	2.85%	4.25%	\$3.00
Product	ACH Fee		
SMARTPAY ACH ONLY	\$0.50		

Transact's pricing offered herein is subject to increase if this Order Form is not fully executed by December 31, 2023

B. Term

1. Term: The Term shall commence upon execution and continue for five (5) year(s) following the Effective Date.
2. Subsequent Term(s) of this Order Form shall renew automatically for successive periods of one (1) year, unless Customer provides Transact, or Transact provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the then current Term, as applicable.
3. Effective Date: Upon final signature of this Order Form unless indicated otherwise in Section A. above.

C. Payment Terms

1. All initial and subsequent payments shall be due Net 45. Unless otherwise specified, all dollars (\$) are United States currency.
2. Sales Tax: If applicable, a copy of Customer's Sales Tax Direct Pay Certificate or Customer's Sales Tax Exemption Certificate must be returned with this Order Form.
3. The multiple year pricing offered herein is contingent upon Customer's commitment to the Term outlined above.
4. The NCPA pricing established in Transact's contract #01-100 is applicable to this Order Form.
5. **Non-Appropriation** (Okla. Const. Art. X, §23). Notwithstanding any contrary provision of the Contract, any obligation of Seminole State College to make any payment(s) under the Contract is subject to the availability and continuation of sufficient funds for that purpose. The Contract may be canceled or not renewed beyond the then current fiscal year ending on June 30 or the end of any subsequent fiscal year, without obligation or penalty should the Oklahoma Legislature fail to appropriate funds or if a reduction in or elimination of any source of funding for the payment(s) required under the Contract occurs.

D. Special Provisions

1. The terms and conditions of the Transact Campus Schedule are attached hereto as Attachment B and are incorporated by this reference.
2. The terms and conditions of the Transact International Payments Schedule are attached hereto as Attachment C and are incorporated by this reference.
3. The SmartPay/CampusPay and International Payments Disbursement Instructions Forms, attached hereto as Attachments D and E, which must be completed at the time of signature, are attached hereto and incorporated by this reference.
4. Piggybacking Clause: The terms and conditions of this Order Form along with the MSA and Schedules referenced herein, shall be available for other Oklahoma institutions to leverage for the purchase of Transact products.
5. The multiyear agreement does not contain third party licenses, support, services, or hardware. Fees for third party licenses, support, services, and hardware will continue to appear each year on the annual maintenance agreement.
6. This Order Form and the underlying MSA and Schedules shall be governed by the Laws of the State of Oklahoma.

Sales Approved: Patrick Kinlough

Initial:

Customer: Seminole State College

Signature:

Name (Printed):

Title (Printed):

Date:

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No
Yes – Please complete below

PO Number:

PO Amount:

Attach PO:

Attach Tax Exemption:

Transact Campus Inc.

Signature:


Name: Nancy Langer

Title: CEO

Date: 3/8/2023

Attachment A - Transact Master Agreement for All Products and Services

The terms contained herein (the "Master Agreement") and any accompanying Transact ordering document which is entered into by the parties and incorporates these terms (an "Order Form"), or the acceptance by Transact of an acknowledgement form or purchase order form referencing an Order Form incorporating these terms form the entire agreement ("Agreement") between the entity listed in any Order Form (hereafter, "Customer", "Client", or "you") and the Transact entity listed in any Order Form (hereafter, "we", "us" or "Transact").

1. APPLICABILITY OF THIS MASTER AGREEMENT.

This Agreement governs your rights and obligations with respect to the use of one or more of the following to the extent listed in a quote or Order Form (collectively, the "Products and Services"): (a) your rights to access and use software licensed on a term basis ("Software"); (b) your rights to access and use software made available under a software-as-a-service delivery model for a term ("SaaS Services"); (c) your rights to support and/or maintenance services which you purchase or are otherwise entitled to receive ("Support"); (d) any professional services ("Professional Services"); (e) any cloud hosting services ("Hosting Services"); (f) any hardware and/or firmware ("Equipment"); and (g) your rights to access and use any application program interface ("API"). The particular Products and Services to which Customer is granted rights of use are those expressly specified in an applicable order.

2. RIGHTS OF ACCESS AND USE.

2.1 License to Use SaaS Services or Hosting Services. With respect to SaaS Services or Hosting Services, for the Term (as defined in Section 9.1), we grant you a non-exclusive, non-transferable, non-sublicensable license to access and use the SaaS Services (or, as applicable, Hosting Services) made available by Transact to you on a remote-access, subscription basis via the Internet solely in support of your operations.

2.2 License to Use Software Provided on a Perpetual or Term Basis. We grant you a non-exclusive, non-transferable, non-sublicensable, license to use the Software on a Designated Configuration solely in support of your operations. A "Designated Configuration" shall mean a configuration of hardware and software which is supported by us and on which the Software is operated by or for you, which may include a configuration on your premises or a configuration managed by us for you.

2.3 API License. If you are purchasing rights to use an application programming interface ("API") license, we grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to access each API set forth in the Order Form in support of your operations. The API(s) are provided in the form of a web service that enables a "connection" into our servers. We will provide you with the information necessary to enable your secure use of the API(s). You may not use or install the API(s) for any other purpose without our written consent, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the API(s) or any part thereof. We reserve the right to limit the number and/or frequency of API requests or take other actions necessary to protect the integrity of our services.

2.4 Authorized Users. "Authorized Users" are defined as any person granted express, implied or apparent authority to use the Products and Services. You agree to only grant access to the SaaS Services, Hosting Services, and/or Software to those Authorized Users.

2.5 Usage Restrictions. You may not use the Products and Services beyond the usage, storage or other applicable restrictions set forth in the Agreement. In addition, unless otherwise expressly permitted in the Agreement, without our prior written consent, you will not and will not permit any Authorized User or third party to: (i) install, configure, access, use or copy all or any portion of the Products and Services; (ii) modify, reverse engineer, decompile, disassemble, distribute, create derivative works based on, copy or otherwise exploit all or any portion of the Products and Services except as expressly permitted by applicable law, rule or regulation ("Law"); (iii) sell, sublicense, rent, lease, or otherwise transfer rights to all or any portion of the Products and Services; (iv) use the to operate in or as a time-sharing, outsourcing or service bureau environment or in any manner which supports the business of a third party; (v) obscure, remove or alter any intellectual property rights notices or markings on the Products and Services; or (vi) use the Products and Services in any manner which could (a) pose a security risk or (b) disable, overburden, damage, or impair the performance or operation of the computing environment on which the Products and Services are hosted (including where such use interferes with any other customer's use thereof).

2.5 Delivery. Delivery shall be deemed complete when Transact notifies you that you have the ability to access the Products and Services.

3. SUPPORT AND SERVICE LEVEL AGREEMENTS.

If you purchase or are otherwise eligible to receive Support, or are eligible for service level agreements as and to the extent reflected in an Order Form, such Support (or service level, as applicable) will be provided as described in the Transact Client Support Guide ("Services Guide"; located at <https://connect.transactcampus.com/api/v1/documents/?fileName=Transact%20Client%20Support%20Guide%20%203%209%2021%20e5c64017-f9bf-eb11-8236-000d3a571a4d.pdf&fileType=application/pdf>) for the relevant Products and Services. With respect to SaaS Services and Software, you will receive, or we will make available for you to receive, all applicable updates, application packs, and releases that we make generally available for customers of such SaaS Services during the Term. If we discontinue any Product or Service during the Term (removing from general availability), we shall notify you and, as Customer's sole and exclusive remedy, Transact shall provide a pro rata refund for any unused portion of the Products and Services, as applicable. For clarity, with respect to SaaS Services, due to the evolving nature of technology and the inherent nature of the SaaS delivery model, the SaaS Services to which Customer is provided remote access hereunder shall be the version of such SaaS Services (as may be updated from time to time by Transact) which is then generally hosted by Transact (or its third party hosting provider) for the then-active subscribers of such SaaS Services.

4. PROPRIETARY RIGHTS.

4.1 Customer Property. Customer Property is and shall remain your sole and exclusive property. "Customer Property" means all graphic user interface, text, content, images, video, music, designs, products, computer programs, drawings, documentation and other materials of any kind posted, submitted, provided or otherwise made available to us by you or an Authorized User in connection with the Products and Services. Customer Property may also contain Personal Information which is defined in Section 5.

4.2 Transact Property. Subject to the limited rights expressly granted hereunder, we and our licensors or suppliers own all right, title and interest in and to each of the Products and Services, along with all related documentation, materials, content, and specifications, and all modifications, enhancements, improvements, and all derivative works thereto. We also retain all right, title and interest to any work product or other intellectual property developed and/or delivered in connection with our provision of any services or the performance of any obligations hereunder. Any intellectual property rights that we do not expressly grant to you are expressly reserved by us. The intellectual property described as owned by Transact under this provision may be referred to as "Transact Property".

4.3 Transact Use of Customer Property. During the term of the Agreement, you grant to us, our affiliates, and our third-party service providers, solely to perform our obligations and as otherwise permitted hereunder, a non-exclusive, royalty-free license to modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Property. You authorize, subject to the terms of the Agreement and to the extent permitted by Law, Customer Property to be accessed and processed by us, our affiliates, and/or our third-party service providers in countries other than the jurisdiction from which the Customer Property was originally collected. You represent and warrant that you have the right to grant us the license described above and that you have obtained all necessary consents and authorizations in connection therewith.

4.4 Content Restrictions. You agree not to use any Product or Service to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing or in violation of law, and to the extent Authorized Users exercise the rights granted to you under this Agreement, you represent and agree that you will ensure that such Authorized Users will also comply with the obligations set forth in this Agreement. We take no responsibility and assume no liability for any Customer Property that you, an Authorized User, or third party out of our control posts, submits, displays, or otherwise makes available via the Products or Services, and you agree that we are acting only as a passive conduit for the online distribution and publications of such Customer Property.

4.5 Removal of Content. If we determine in good faith that any Customer Property could (a) pose a material security risk, (b) be deceptive or perceived as libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (c) give rise to (i) Transact liability, or (ii) a violation of Law or the terms or restrictions of the Agreement, then we may remove the offending Customer Property and shall notify you of such removal, suspend your and/or your Authorized Users' use of the Products and Services, and/or pursue other remedies and corrective actions.

4.6 Other Rights. You hereby grant to us the limited right to use your name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Products and Services in our promotional materials unless and until you provide us a written request to discontinue such use.

4.7 DMCA Notice and Takedown Policy. It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the "DMCA"), or similar regulations. If you believe that your

copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent: DMCA Notice, General Counsel, Transact Campus Inc., 22601 North 19th Avenue, Suite 130, Phoenix, Arizona 85027 with a copy to GeneralCounsel@TransactCampus.com.

5. PROTECTION OF PERSONAL INFORMATION.

5.1 **“Personal Information”** is information collected from you or your Authorized Users under the Agreement that identifies a specific individual, as defined under any data protection laws applicable to you or Transact (collectively “Data Protection Laws”). Personal Information may include student data that is directly related to an identifiable student that is maintained by a school, school district, or related entity or organization, or by us. In the United States, student data may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g).

5.2 **Confidentiality.** Transact agrees to treat Personal Information as confidential and not to share it with third parties other than as described in the terms of this Agreement or as may be permitted under applicable Data Protection Laws.

5.3 **Personal Information Access.** To the extent necessary to provide you with the Products and Services, you authorize us, our affiliates and subsidiaries to collect, access, use, transmit and/or otherwise process (together, “Process”) Personal Information and shall facilitate a reasonable method for us to obtain such information, for example via secure transfer from and/or authorized access to your student information systems. When you authorize us to Process Personal Information on your behalf, you remain in control of and own that Personal Information. You act as a “data controller” for purposes of the Data Protection Laws.

5.4 **Personal Information Consents and Authority.** You represent and warrant that you have the authority to provide Personal Information to Transact for its use in accordance with the Agreement, and that you have obtained and provided all consents and/or disclosures required under applicable law to Authorized Users regarding your sharing such Personal Information with Transact, including the collection of Personal Information directly from students under age 13, as permitted under the Children’s Online Privacy and Protection Act (“COPPA”). Subject to the above, both parties agree to uphold their respective responsibilities under the Data Protection Laws governing Personal Information, including but not limited to domestic laws in the U.S., FERPA, the Protection of Pupil Rights Amendment (PPRA), and COPPA, as applicable. You agree to instruct Transact’s fulfillment of any legally satisfactory request and consent by an Authorized User to any deletion rights, download, export, save, maintain or transfer their own Personal Information.

5.5 **Use of Personal Information.** By submitting or providing us access to Personal Information, you agree that Transact, its affiliates, and subsidiaries, may Process the Personal Information solely for the purposes of (i) providing Products and Services to you, (ii) maintaining, supporting, evaluating, improving and/or developing our Products and Services and developing new Products and Services, (iii) enforcing our rights under the Agreement, and (iv) as permitted with the Authorized User’s consent solely with respect to their own Personal Information. We shall not use Personal Information in any manner contrary to this Agreement or the applicable Data Protection Laws.

5.6 **Use of De-Identified Data.** You agree that we may Process, both during and after the Term (defined below), data derived from Personal Information, and from the use of our Products and Services by Authorized Users, for research, development, analytics and other business purposes; provided that such data has been de-identified and/or aggregated to reasonably avoid identification of a specific Authorized User or individual. For clarity, such de-identified and aggregated data shall be treated as Transact Property.

5.7 **Personal Information Deletion, Access, Correction, and Retrieval Requests.** You may request that we delete, access, correct, or retrieve your Authorized User’s Personal Information in our possession at any time by providing such a request in writing, and we shall comply with such request in a commercially reasonable time unless a shorter time is required by Data Protection Laws, and then in such shorter time. Any request received by Transact directly from an Authorized User to delete, access, correct, or retrieve their Personal Information shall be redirected to you, and such request shall only be accommodated at your direction. We will otherwise delete Personal Information within a commercially reasonable time following the end of the Term (defined below) unless a shorter time is required by Data Protection Laws.

5.8 **Transact’s Third-Party Service Providers.** You agree that Transact may provide access to Personal Information to certain third-party service providers or sub-processors, which have a legitimate need to access such information in order to provide their services to us as part of our provision of the Products and Services to you. You agree that Transact may only share Personal Information with third parties (i) in support of Transact’s use of Personal Information as described in Section 5.6 above, (ii) to ensure legal and regulatory compliance, and (iii) to respond or

participate in judicial process or to protect the safety of Transact or our users. All third-party service providers involved in the Processing of Personal Information will be subject to contractual terms related to data use, disclosure, retention and data security, that are materially similar to the relevant terms of the Agreement.

5.9 Customer-Requested Third-Party Access. If authorized by you or your Authorized User who is eligible to provide such consent under applicable law, you consent to allow us to provide access to Personal Information to Customer-requested third parties through the provision of our Products and Services under the Agreement. You agree that we are not responsible for the data practices of third parties with whom you or your Authorized User elects to share Personal Information, and that you are solely responsible for meeting any applicable requirements under the Data Protection Laws and the consequences of providing or transmitting Personal Information to such third parties, or authorizing those third parties to access Personal Information through the Products and Services.

5.10 Data Localization. You acknowledge and agree that your Personal Information may be stored or Processed in countries other than the country in which it was collected unless and except to the extent required by Data Protection Laws. If and to the extent required by applicable law, Transact shall only transfer Personal Information outside the country in which you are located by means of legally recognized data transfer mechanisms or safeguards.

5.11 Data Protection Addendum. If you are subject to the European Union Data Protection Directive 95/46/EC, the European Union General Data Protection Regulation (“GDPR”) or the California Consumer Protection Act (“CCPA”) or other Data Protection Laws, in relation to Personal Information we process on your behalf, the Agreement expressly incorporates by reference Transact’s data processing addendum (“DPA”) available at https://www.transactterms.com/clientDPA_v2_2021. You agree that you are the data controller of such information and that Transact is the processor or service provider of such information as defined in the Data Protection Laws. If any term in the Agreement expressly conflicts with any term in the DPA, the term in the DPA shall control.

6. DATA SECURITY.

6.1 Data Security. In compliance with applicable Data Protection Laws, we will at all times have commercially reasonable administrative, physical and technical safeguards designed to secure Personal Information from unauthorized access, disclosure, or use, which may include where commercially reasonable or to the extent required by Data Protection Laws, data encryption, firewalls, and physical access controls to buildings and files.

6.2 Notification. If we reasonably suspect or have knowledge that an unauthorized party has acquired, accessed, or been disclosed Personal Information that you have provided us or that we have collected on your behalf under the Agreement, in a manner which compromises the security or privacy of such Personal Information (“Security Incident”), we will promptly, or if required by Data Protection Laws in such other time required by such Data Protection Laws, notify you and will use reasonable efforts to cooperate with your investigation of such Security Incident. You shall be responsible for the timing, content, and delivery of any legally required notification to your Authorized Users who are impacted by such Security Incident and to any regulator or third party in accordance with applicable Data Protection Laws. If, due to a Security Incident which is caused by Transact or our agents’ acts or omissions, any third-party notification is required under Data Protection Laws, we shall be responsible for the reasonable cost of such notifications. With respect to any Security Incident which is not due to the acts or omissions of Transact or our agents, any third-party notifications, if any, shall be at your expense.

7. PROFESSIONAL SERVICES.

If you purchase Professional Services, they shall be provided as described in any applicable attachment (such as a statement of work) or URL referenced in your Order Form and must be used within one (1) year of the annual Term in which they were purchased. We will assign employees and subcontractors with qualifications suitable for the Professional Services. We may replace employees and subcontractors in our sole discretion with other suitably qualified employees or subcontractors. While on Customer’s premises, our employees and subcontractors will comply with all reasonable security practices prescribed by Customer to the extent that we have been notified in advance of such practices in writing. To the extent any employee or subcontractor is required to sign any waivers, releases or other documents as part of these security practices the terms thereof shall be invalid and have no effect against Transact, its employees or subcontractors.

8. FEES AND TAXES.

8.1 Fees. In consideration for our performance under the Agreement, you agree to pay all fees required by the Order Form. We expressly reserve the right to change the fees payable under any Order Form with respect to any renewal of Products or Services by providing you with 30 days’ advance notice of such change prior to the expiration of the then-current term or your right to decline to renew, whichever is earlier.

8.2 Overage Fees. Your storage capacity and bandwidth (“Storage Capacity”) and your number of Authorized Users and active users licenses may be limited as specified in the applicable Order Form or the Support terms of

the Agreement and you agree that any additional Storage Capacity or number of Authorized Users and/or active users in excess of what is contemplated in the applicable Order Form or the Support terms of the Agreement may be subject to additional fees as determined based on Transact's then-current pricing for such overage(s). Any failure by Transact to timely invoice for any overages due under this paragraph shall not constitute a waiver of your obligation to pay such fees.

8.3 Late Fees. Interest may be charged on any overdue amounts at the lower of: (a) the highest permissible rate, or (b) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or after judgment. You acknowledge that any delay in payment may result in termination or interruption of the provision of the Products and Services at our sole discretion.

8.4 Taxes. Unless expressly provided in an Order Form, the fees hereunder do not include any sales, use, excise, import or export, value-added ("VAT"), goods and services ("GST"), or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees ("Taxes") levied on the delivery of any Products and Services by us to you. You shall be responsible for payment of all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes, you will be invoiced an additional amount in respect of the Taxes and you will pay within thirty (30) days after the date of the invoice unless you have provided a valid tax exemption certificate authorized by the appropriate taxing authority. If you are required by Law to withhold any amounts, then you shall timely pay the amount to the relevant tax authority and provide acceptable documentation evidencing your payment. We will be responsible for taxes based on our net income or taxes (such as payroll taxes) due from us on behalf of our employees.

8.5 Purchase Orders. You agree that if your internal procedures require that a purchase order issued as a prerequisite to payment of any amounts due, you will timely issue such purchase order (the terms of which shall have no effect) and inform us of the number and amount thereof. You agree that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of your obligations under the Agreement, including payment of amounts owed under the applicable Order Form. For clarity, this Master Agreement and the Order Form shall govern and control your rights and obligations to Transact.

9. TERM AND TERMINATION.

9.1 Term. The initial term and any renewal term of each Product or Service under an Order Form (collectively, the "Term") is defined in the applicable quote or Order Form referencing the Agreement.

9.2 Termination for Breach. If either party materially breaches any obligation under the Agreement, the non-breaching party may terminate the Agreement in its entirety, or, at the non-breaching party's option, it may terminate solely the relevant Product or Service or Order Form pursuant to which such breach relates, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Notwithstanding the foregoing, Transact may terminate the Agreement immediately upon written notice to you if you materially breach the provisions of the license usage restrictions set forth in the Agreement. Except for termination rights in this section, the parties have no other right of early termination.

9.3 Non-Appropriation (Okla. Const. Art. X, §23). Notwithstanding any contrary provision of the Contract, any obligation of Seminole State University to make any payment(s) under the Contract is subject to the availability and continuation of sufficient funds for that purpose. The Contract may be canceled or not renewed beyond the then current fiscal year ending on June 30 or the end of any subsequent fiscal year, without obligation or penalty should the Oklahoma Legislature fail to appropriate funds or if a reduction in or elimination of any source of funding for the payment(s) required under the Contract occurs.

9.4 Effect of Termination. Upon termination of the Agreement or termination or expiration of any individual license or right of use, you and your Authorized Users will immediately cease access to the applicable Products and Services, and, without limitation, you will immediately pay us all amounts due and payable for such Products and Services for all periods up through the effective date of termination or expiration. Upon termination or expiration, unless expressly stated otherwise herein, each party shall promptly cease any use of and permanently delete, or upon the other parties' request, return the other party's Confidential Information and any copies to the extent commercially reasonable.

9.5 Survival. The termination or expiration of the Agreement shall not relieve either party of any obligation or liability, nor impair the exercise of rights, accrued hereunder prior to such termination or expiration. Without limiting the foregoing, the provisions of Sections 4, 5, 8, 9.3, 9.4, 10.3, 11, 12, and 13 shall survive the termination of the Agreement for any reason.

10. GENERAL WARRANTIES.

10.1 By Transact. We warrant that (a) the Software or SaaS Services licensed to you will not contain any Software Errors (as defined below) for one year from notice of availability or for the term of the SaaS Services, respectively;

(b) we will perform Professional Services and Hosting Services in a professional manner in accordance with industry standards; and (c) we will comply with all applicable Laws which govern the performance of our obligations hereunder. For any breach of a warranty above which

you promptly notify us of in writing, we will exert commercially reasonable efforts to repair or otherwise remedy the non-conformity so that the warranty is materially complied with. With regard to breaches of subsections (a) or (b) above, our remedy may include a code fix, a work around, or other modification. If we are unable to remedy the non-conformity after a reasonable period of time, then YOUR SOLE AND EXCLUSIVE REMEDY shall be: (i) for Professional Services or Hosting Services, to seek a refund of the fees paid for the un-remedied services; and (ii) for licensed Software or SaaS Services, to seek recovery of direct damages caused by the breach, subject to the limitation of liability below. These warranties by us shall not apply if you materially breach the Agreement. "Software Error" means a failure of any Software or SaaS Services to materially conform to its applicable standard end user documentation provided by us as part of the applicable Software or SaaS Services ("Documentation"), provided that such failure can be reproduced and verified by us using the most recent version (including all available updates, application packs, and releases) of such Software or SaaS Service made available to you, and further provided that Software Errors do not include any nonconformity to applicable Documentation caused by your material breach of the Agreement, or your unauthorized modification or misuse of the Software or SaaS Services.

10.2 By Customer. You warrant that: (a) you own or have sufficient rights in and to the Customer Property in order for you and your Authorized Users to use, and permit use of, the Products and Services, including the representations and warranties made above in connection with Proprietary Rights, Customer Property and Personal Information, (b) you will comply with all Laws related to your use of our Products and Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the Customer.

10.3 Disclaimer of Other Warranties. EXCEPT FOR WARRANTIES EXPRESSLY MADE HEREIN, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

11. MUTUAL LIMITATIONS OF LIABILITY.

11.1 Consequential Damages Limitation. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE, RIGHTS OF USE OR CONTENT RESTRICTIONS, AND YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1, IN NO EVENT WILL EITHER PARTY OR SUCH PARTY'S LICENSORS' BE LIABLE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY, FOR: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA, OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES).

11.2 Mutual Limitations of Liability. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE, RIGHTS OF USE OR CONTENT RESTRICTIONS, YOUR INDEMNITY OBLIGATIONS IN SECTION 12.3, AND YOUR PAYMENT OBLIGATIONS, AND OUR INDEMNITY OBLIGATIONS IN SECTION 12.1 REGARDING INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT SHALL EITHER PARTY'S OR SUCH PARTY'S LICENSORS' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE AFFECTED PRODUCTS AND SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST CLAIM ASSERTED HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

11.3 Essential Basis. The Parties agree that the warranty disclaimers, liability exclusions, indemnities, fees and limitations of the Agreement form an essential basis of the Agreement.

12. INDEMNITIES.

12.1 Our Indemnity Obligations. If a third party brings a claim, suit, or proceeding against you, your affiliates, or your respective employees, contractors, agents, or assigns (a "Customer Indemnitee") to the extent caused by our gross negligence or willful misconduct, or alleging that any Products and Services, in their as-delivered, unaltered form as used for the purposes contemplated hereunder, infringe a U.S. or European patent or a copyright under Law of any jurisdiction in which you are using the applicable Products and Services, you must promptly notify us in writing and make no admission in relation to such claims. Provided that you have fulfilled all of the foregoing obligations, we shall at our own expense indemnify, defend, and hold harmless such Customer Indemnitee from the covered third party claim, and in the above case of alleged infringement, at our own expense and option (a) procure for you the right to use the Products and Services, (b) modify or replace the Products and Services to avoid infringement without materially decreasing the overall functionality of the Products and Services; or (c) refund the applicable fee paid for the applicable Products and Services for the current term and you shall cease using such Products and Services. We shall have the sole and exclusive authority to defend and/or settle any such claim or action and you will provide assistance as we may reasonably request, at our expense, provided that we will keep you informed of, and will consult with any independent legal advisors appointed by you at your own expense regarding the progress of such defense.

12.2 Exceptions. Where infringement of a patent is caused by the combination of the Products and Services with other

hardware, software, communications equipment, or other materials not provided by us (or, in the case of a method claim, additional steps in addition to those performed by the Products and Services), we shall only be obligated to indemnify you if the Products and Services constitute a “material part of the invention” of the asserted patent claim and “not a staple article or commodity of commerce suitable for substantial non-infringing use” as those phrases are used in 35 U.S.C. § 271(c).

12.3 Your Indemnity Obligations. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, if a third party brings a claim, suit, or proceeding against us, our affiliates, or our respective employees, contractors, agents, or assigns (a “Transact Indemnitee”) resulting from (a) any use of the Products and Services beyond the scope of the license or usage restrictions set forth in the Agreement, (b) the Customer Property or any other content submitted via your account (for example, and without limitation, third party claims alleging that the Customer Property infringes intellectual property rights, gives rise to a defamation claim, or gives rise to a claim based on lack of consent or authorization to post or utilize such content), (c) your violation of any Law, gross negligence, or willful misconduct; or (d) any modifications or customization of the Products and Services by any person other than us or a third party authorized by us. Provided that we have fulfilled all of the foregoing obligations, you shall at your own expense indemnify, defend, and hold harmless such Transact Indemnitee. Transact shall have no liability (including indemnification obligations) to you for any claim to the extent arising out of (a) – (d) above.

12.4 Exclusive Remedy. EXCEPT FOR ANY OTHER INDEMNIFICATION OBLIGATIONS PROVIDED IN THE AGREEMENT, THE FOREGOING PROVISIONS OF THIS SECTION, ALONG WITH THE PROVISIONS ADDRESSING INDEMNITIES IN SECTION 11 ABOVE, STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO CLAIMS BY ANY THIRD PARTY.

13. CONFIDENTIALITY.

13.1 Confidential Information. “Confidential Information” means any non-public information disclosed by either party to the other that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including without limitation, the terms of the Agreement, account and login credentials, information about a party’s business, operations, vendors or customers, and all Transact Property and all Customer Property.

13.2 Nondisclosure and Nonuse. Each party shall treat Confidential Information as strictly confidential and use the same care a reasonable person would under similar circumstances. The parties agree not to use such Confidential Information except for the purposes set forth in the Agreement and shall disclose such Confidential Information only to those directors, officers, employees, subcontractors, service providers and agents of such party (a) whose duties justify their need to know such information, and (b) who have been informed of their obligation to maintain the confidential status of such Confidential Information and are bound by a confidentiality agreement no less restrictive than the requirements outlined herein. The receiving party will promptly notify the disclosing party if the receiving party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing party may reasonably request, at the disclosing party’s expense, in any litigation against any third parties to protect the disclosing party’s rights with respect to the Confidential Information.

13.3 Exceptions to Confidential Treatment. Confidential Information shall not include information that either party can establish by legally sufficient evidence: (a) is publicly available at the time disclosed, (b) is or becomes publicly available through no fault of the receiving party, or its employees, contractors or agents, (c) is rightfully communicated to the receiving party by persons not bound by confidentiality obligations, (d) is already in the receiving party’s possession free of any confidentiality obligations at the time of disclosure, or (e) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the limited extent necessary: (a) to comply with Law or the order of a court of competent jurisdiction or other governmental body having authority over such party, provided that the party making the disclosure will first have given notice to the other party, unless the party is prohibited by Law or such court or body from providing such notification, or (b) to make such court filings as may be required to establish a party’s rights under the Agreement.

14. MISCELLANEOUS MATTERS.

14.1 Severability. If a court holds any provision of the Agreement to be illegal, invalid or unenforceable, the rest of the Agreement will remain in effect and the Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

14.2 Conflict Resolution. In the event of any claim arising out of or relating to the Agreement, or a breach thereof, the parties will consult with each other and attempt in good faith to reach a satisfactory solution. If they do not reach settlement within a period of thirty (30) days, then, upon written notice by either party to the other, such claim will be referred to arbitration for full and final settlement by a panel of three arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce (“ICC Rules”). All arbitration proceedings will be conducted

pursuant to the ICC rules and in the English language. The cost of the arbitration will be borne equally by the Parties. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. This Agreement shall be governed by the laws of the State of Oklahoma.

14.3 Modification and Waiver. No modification or supplement to the Agreement will be effective unless set forth in writing and signed by duly authorized representatives of Transact and Customer. A waiver of any breach of the Agreement is not a waiver of any other breach. Any waiver must be in writing to be effective.

14.4 Assignment. Neither party shall be entitled to assign the Agreement or its rights or obligations under the Agreement, whether voluntarily or by operation of law, except with the written consent of the other party not to be unreasonably withheld; provided, however, that either party may assign the Agreement without the consent of the other party to any affiliate, or any entity that is the successor corporation in any merger, acquisition or consolidation of either party, or any entity that purchases all or substantially all of the assets of either party, or of a specific division or group of such party. The Agreement shall bind each party and its successors and permitted assigns.

14.5 Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and, in the case of notices to us, sent to Transact Campus Inc., Attn: General Counsel, 22601 North 19th Avenue, Suite 130, Phoenix, Arizona 85027, or to such other address as shall be given in accordance with this section with a copy to GeneralCounsel@TransactCampus.com, and, in the case of you, to the address listed on your invoice, and shall in each case be effective upon receipt.

14.6 Export Control. You shall not export or allow the export or re-export the Products and Services, any components thereof or any Confidential Information of ours without our express, prior, written consent and except in compliance with all export Laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, and, if applicable, relevant foreign Laws and regulations.

14.7 Force Majeure. Except with regard to payment obligations, neither party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, internet or other telecommunication delays, fires, floods, labor disturbances, pandemics, epidemics, riots, wars, terrorist acts or inability to obtain any export or import license or other authorization of any government authority ("Force Majeure Event").

14.8 Relationship. Transact and Customer are independent contracting parties. The Agreement shall not constitute the Parties as principal and agent, partners, joint venturers, or employer and employee.

14.9 Entire Agreement. The Agreement, including any Order Forms, constitutes the entire, full and complete agreement between the parties concerning the subject matter of the Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and the Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter. If a conflict arises between the terms of this Master Agreement and the provisions of the Order Form, Services Guide, or statement of work, the terms of this Master Agreement will govern unless an Order Form expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of the Agreement.

14.10 Audit. Upon reasonable notice, either party shall have the right to audit, at our expense, your use of the Products and Services not more than once per calendar year solely to ensure past and ongoing compliance with the Agreement.

15. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page to this Agreement or any related documents by electronic delivery including but not limited to DocuSign, HelloSign, or any other electronic format will be effective as delivery of a manually executed counterpart of this Agreement.

TRANSACT CAMPUS SCHEDULE

THIS TRANSACT CAMPUS SCHEDULE (THIS "SCHEDULE") IS A SCHEDULE PURSUANT TO THE MASTER AGREEMENT BETWEEN CUSTOMER AND TRANSACT (AS DEFINED IN THE ORDER FORM) AND DESCRIBES THE GENERAL TERMS BY WHICH CUSTOMER MAY LICENSE AND PURCHASE THE TRANSACT CAMPUS PRODUCTS AND SERVICES IDENTIFIED IN THE ORDER FORM. THIS SCHEDULE AND THE ORDER FORM, THE MASTER AGREEMENT, AND ANY OTHER SCHEDULES BETWEEN CUSTOMER AND TRANSACT, ARE REFERRED TO COLLECTIVELY AS THE "AGREEMENT." CAPITALIZED TERMS THAT ARE NOT OTHERWISE DEFINED IN THIS SCHEDULE WILL HAVE THE MEANING SET FORTH ELSEWHERE IN THE AGREEMENT.

1. RESPONSIBILITIES OF CUSTOMER

- 1.1 Account Set-up.** Customer agrees to define account plans and processing rules for the solution being deployed
 - 1.2 Accountholder Funds.** If applicable, Customer is responsible for the management of any and all accountholder funds and for reconciling any cash associated with accountholder accounts. As applicable, Customer is responsible for all bankcard related fees charged as part of the value loading process and Customer is responsible to accountholders for refunding value according to program terms and conditions via check or other process to be established and will provide Transact with an electronic data file of refund transactions to post to accountholder accounts.
 - 1.3 Card Production and Distribution.** If applicable, Customer will, at its own expense, print and issue cards according to encoding formats set forth in the Documentation (unless the Parties agree in writing to another encoding format). Customer agrees to utilize high-coercivity, ISO standard, digital image-capable cards with a standard 16 digit number printed on the card and encoded on track 2 of the magnetic stripe.
 - 1.4 IT Support & Requirements.** Customer will provide Transact access to an IT contact for installation and general IT support and any troubleshooting assistance.
 - 1.5 Integrations.** Customer shall not allow integrations by third-parties into any of the Products and Services referenced in this Transact Campus Schedule or sold to Customer as part of an order form, SOW, or quote, except as expressly permitted in the Agreement or in writing by us.
 - 1.6 Product Names.** The names of the specific Products and Services referenced in this Transact Campus Schedule are subject to change. In the event any of the names change during the term of the Agreement, the relevant terms and conditions set forth in this Transact Campus Schedule shall continue to apply to the re-named Products and Services.
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- 2. PROFESSIONAL SERVICES.** Transact will use commercially reasonable efforts to perform the professional services (the "Transact Professional Services") as set forth in each Statement of Work ("SOW") or other communication between Transact and Customer. Transact will perform the Professional Services in a professional manner in accordance with industry standards.
 - 2.1 SOW Authorizations.** If a SOW is provided, it must be signed by a duly authorized representative of each party or must be approved by a duly authorized representative of each party which clearly identifies the SOW in respect of which approval is being given before it becomes part of the Agreement and thereby becomes binding on the Parties.
 - 2.2 Statement of Work Change Control Process.** Changes to a SOW may be made by following the Change Control Process, which defines the mechanisms for requesting, evaluating, deciding, and tracking possible changes to the project schedule, budget, scope, business objectives, and deliverables. The key objectives of the process are to: (a) identify changes in scope, or other unplanned activity, in advance and control them; (b) protect the integrity and security of deliverables that have been approved for purchase; (c) ensure that new tasks and other requested changes are justified and cost justifiable and that affected deliverables are identified and modified accordingly (newly baseline); (d) Obtain authorization to proceed with the new tasks/changes and assign them to appropriate individuals to be completed; and (e) monitor the progress and costs of the changes.
 - 2.3 Purchase Order or Other Communication.** If Customer issues to Transact a Purchase Order (or other communication) for Professional Services, Customer will not require Transact to sign the Purchase Order and the Purchase Order will be subject to this Agreement. In no event will the terms and conditions set forth in a Purchase Order issued by Customer, or other communication, for Professional Services supersede or replace this Agreement and this Agreement will prevail if there is a conflict between the terms of a Purchase Order, or other communication, issued by Customer and this Agreement.

3. **MANAGED SERVICES AND EXPERT SERVICES.** This Section will only be applicable if Customer has purchased managed services or expert services through an Order Form.
- 3.1 **Scheduled Managed Services.** The Transact managed services consultant will work with Customer to develop a standard set of scheduled system processing tasks needed for the effective operation of Customer's card office (examples: academic term cardholder imports and plan configuration maintenance, monthly cardholder account reconciliation, reporting management, etc.). The Transact managed service consultant will perform these scheduled system administration processing tasks for Customer.
- 3.2 **Transact System Upgrade Management.** The Transact managed service consultant will coordinate with Transact client support to plan and manage updates and upgrades to Transact for Customer and will review Customer's technical environment and recommend server and database optimization for upgrades as needed.
4. **ACH AND CREDIT/DEBIT CARD PAYMENT ACCEPTANCE.** This Section will only be applicable if Customer uses the functionality incorporated into the Software or SaaS Services or accessed via the Software or SaaS Services through Transact or an entity acting on its behalf that enables the capture of consumer or commercial payment card data, such as branded credit/debit cards or ACH clearing information. This Section does not apply to the Transact Payments Service.
- 4.1 **Card Processor.** Transact provides connectivity with payment processors ("Processors"), at the levels designated, as set forth in the Documentation for the purpose of authorization and settlement of transactions via the Transact Payment Gateway. Customer will establish a merchant account with a financial institution that processes credit card or ACH transactions with one of the Processors that Transact has established relationships with prior to deployment of such functionality in the Software. Modifications requiring supporting changes of Customer's bank, accepted Customer payment methods, Processor, or communication interfaces with the Processor will be chargeable to Customer and performed on a time and materials basis pursuant to a separate Statement of Work from Transact. Changes required to the Software to enable Customer to change Processors or communication interfaces to a Processor will be subject to a one-time charge for labor and licensing of Software, to be determined by Transact at the time of the change request.
- 4.2 **Fiscal Responsibility.** Customer retains responsibility for compliance with all rules and regulations of any bank, card association, card processor and other entities related to issuance, acceptance, and settlement and clearing of payment transactions conducted through the Software. If Customer fails to comply and continues such failure for thirty (30) days after notice from Transact, Transact may suspend connectivity under this Schedule without any further liability or obligation to Customer, until such time as Customer provides documented evidence of full compliance. Notwithstanding the foregoing, Transact may suspend connectivity immediately, without liability, in the event of an ongoing security breach or failure. Customer acknowledges that as a condition of providing connectivity under this Schedule, Transact may be obligated by its Processors to pay fines and audit costs for security breaches that appear to arise from Customer and/or Transact's systems. If Transact is fined or audited due to an alleged security breach of systems within Customer's control, Customer will (i) pay all fines or audit fees incurred due to such security breach, or (ii) solely if applicable state law does not permit Customer to pay fines or audit fees, permit Transact to implement an annual security fee, to be assessed based on the Customer's then-current security situation and the likelihood of future fines or audits. Failure to consent to one of the two options in the preceding sentence will mean that Transact may, in its sole discretion, refuse to provide Customer with connectivity to any Processors in connection with the Software.
- 4.3 **Financial Privacy.** Transact hereby agrees that it will comply with all reuse, redisclosure or other customer information handling, processing, security, and protection requirements that are specifically required of a non-affiliated third party processor or servicer (or subcontractor) under the Federal Trade Commission's Privacy of Consumer Financial Information; Final Rule (16 CFR 313) implementing Title V of the Gramm-Leach-Bliley Act, Public Law 106-102 (the "GLB Requirements") and other applicable federal and state consumer privacy laws, rules, and regulations. Without limiting the foregoing, Transact is prohibited from disclosing or using any nonpublic personal information (as defined in the GLB Requirements) disclosed to it by Customer, except as permitted under Section 14.5 of the Master Agreement or otherwise solely to carry out the purposes for which it was disclosed, including use under an exception contained in 16 CFR 313.14 or 16 CFR 313.15, as applicable, of the GLB Requirements in the ordinary course of business to carry out those purposes.

- 4.4 Risk Management.** The risk management feature of the Transact Payment Gateway provides Customer with the ability to perform certain management and oversight functions to Customer's electronic payment transactions. This includes the ability to accept or reject electronic transactions captured and originating from the Software and processed by the Transact Payment Gateway and using the risk management feature. Transact does not own any electronic transactions or data processed on the Customer's behalf and simply provides a service for the authorization, management, and settlement of transactions destined for the Customer's bank via the Processor.
- 4.5 Batch settlement of transactions.** Customer will periodically review batch settlement activity to ensure all transactions are successfully settled with the Customer's bank. Transact is not responsible for any fees incurred by the cardholder, card associations or merchant acquirer as a result of delayed batch settlement, including, but not limited to, interchange assessments and cardholder overdraft fees.
- 4.6 Indemnity.** Except to the extent prohibited by Oklahoma law and in addition to the Indemnification set forth in the Master Agreement, Customer will indemnify, defend and hold harmless Transact, its officers, directors, agents and employees, from and against any and all claims, losses, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees), either arising out of or relating to (i) the sale or use of any product or services sold by Customer, (ii) any misuse of Transact's Payment Gateway, or (iii) claims by credit, debit, and stored-value card holders that their cards were charged by Customer without authorization.
- 4.7 PCI Compliance.** Transact (or a third party acting on its behalf) has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS. Upon written request, Transact will supply to Customer the current status of its PCI DSS compliance, and evidence of its most recent validation of compliance.
- 5. SUPPORT AND MAINTENANCE.** Support and maintenance for Software and Equipment purchased by Customer is described in Transact's Support and Maintenance Guides, as they may be updated from time to time.

Terms Applicable to Specific Products and Services

In addition to the terms and conditions above, the following terms and conditions apply only to the extent that you purchase the below-referenced Products and Services as specified in an Order Form.

- 6. ORDERING AND DELIVERY OF EQUIPMENT AND CARDS.**
- 6.1 Orders.** Customer may order Equipment and cards with respect to which Transact has otherwise provided a price quote by submitting to Transact either a written purchase order or an authorized Transact price quote accompanied by payment for such Equipment and cards in the form of check or valid authorization to charge Customer's credit card account. Transact will sell to Customer the Equipment and cards set forth and requested in any purchase order accepted in writing by Transact, provided that no purchase order will be binding upon Transact until Transact accepts such purchase order in writing, and further provided that Transact will have no liability to Customer with respect to any purchase orders that are not accepted. No partial shipment of Equipment and cards requested pursuant to any purchase order will constitute acceptance of the entire purchase order. Notwithstanding anything set forth to the contrary in any purchase order, no additional terms and conditions included in a purchase order by Customer will be binding on Transact unless specifically referenced and accepted and agreed by Transact in advance.
- 6.2 Cancellation.** Customer may not cancel a purchase order executed concurrently with the adoption of this Schedule. However, Customer may cancel any subsequent purchase order by providing written notice to Transact not less than thirty (30) days prior to the relevant requested shipment date; provided that Customer first pays Transact a cancellation charge equaling fifteen percent (15%) of the total price of the affected purchase order.
- 6.3 Configuration.** Transact will configure the Software purchased by Customer through Transact with the specifications as identified by the Customer, including installation of the applicable Software and related components on the Equipment prior to shipment. The configuration will be subject to written approval by Transact.
- 6.4 Shipment and Delivery Terms.** Upon acceptance of any purchase order, Transact will establish a shipping date for the relevant Equipment and cards as close as practicable to Customer's requested date, subject to Transact's reasonable discretion. Notwithstanding the foregoing, if Transact is to configure the Equipment, Transact will endeavor to ship the Equipment and cards within seven (7) business days of

Transact's receipt of the Equipment and cards. Transact will not be liable for any damage or penalty arising from delay in delivery or from failure to give notice of any delay. Transact agrees to exercise reasonable efforts to expedite particular shipments of Equipment and cards when so requested by Customer, provided that Customer will be charged an additional fee equal to 10 percent (10%) of the total purchase price for the item being expedited.

- 6.5 Passing of Title and Risk.** Title to Equipment will pass to Customer and, the Equipment will be deemed sold and payment will be owed thereon upon delivery to a common carrier for shipment of Equipment. Risk of loss or damage to any Equipment will pass to Customer upon shipment of the Equipment.
- 6.6 Changes in Fees.** Transact reserves the right to amend its Equipment price lists at any time in its discretion, provided that any increase in such prices will not affect the amounts payable under any purchase orders accepted by Transact prior to the implementation of such new prices. All purchase orders submitted by Customer after implementation of any announced price increase but before the date such price increase is effective, will be priced as if the increase were in effect. Any decrease in applicable prices will be effective immediately upon publication by Transact and will be applicable to all outstanding purchase orders accepted by Transact.
- 6.7 Termination of Right of Possession.** Customer's right to possession of Equipment owned by Transact will terminate immediately if: (i) Customer becomes insolvent or makes an arrangement with its creditors generally or has a liquidator or a receiver appointed over a substantial part of its business or assets or commences to be wound up (other than for the purposes of a solvent amalgamation or reconstruction); (ii) Customer pledges or in any way charges by way of security for any indebtedness any Equipment which is the property of Transact; or (iii) Customer does not pay the applicable fees when due.
- 6.8 License to Enter.** Customer grants Transact, its agents and employees an irrevocable license at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or, where Customer's right to possession has terminated, to recover it.
- 6.9 Assignment of Warranty.** Transact agrees that it will make reasonable efforts to assign to Customer any manufacturer's warranty applicable to the Equipment.
- 6.10 License for Embedded Software.** The Equipment included in the Order Form may include embedded software ("Embedded Software"). You may use the Embedded Software only in the form and in the Equipment delivered to you. You will not use, modify, reproduce, reverse engineer, disassemble, decompile or otherwise attempt to derive source code from the Embedded Software, sublicense, or distribute the Embedded Software other than as permitted by this Agreement. You will not remove any proprietary notices, labels or marks on the Equipment or Embedded Software. No license is granted to any Transact trademarks except as otherwise stated in this Agreement. Except for the limited rights granted above, Transact retains all right, title and interest in and to the Embedded Software, including copyrights and other proprietary rights.

7. WEB DEPOSITS.

- 7.1 Service.** If Customer is purchasing the Web Deposits Service pursuant to an Order Form, Transact will provide the Customer with the applicable web deposit service(s), as described in this Section (the "Web Deposit Service"). The Customer will use the Web Deposit Service only to allow individuals to make deposits to their accounts via an online web portal ("Web Deposit Portal") to Cardholders (as defined below), and to perform associated functions specified in the Documentation for the Web Deposit Service. Nothing in this Section will be construed to grant to Customer a license to access and/or use Transact's systems except for purposes of accessing and using the Web Deposit Service and except pursuant to the procedures and protocols specified by Transact. Customer will be responsible for notifying Cardholders of the policies, procedures and information necessary to use the Web Deposit Service and make and receive such deposits. Customer will be solely responsible for the actions of its end-users when accessing the Web Deposit Portal or utilizing the Web Deposit Service and for ensuring end-user compliance with the terms and conditions of the Agreement. Transact may (but is not obligated to) offer a mobile application from which individuals authorized by Customer may access the Web Deposit Portal. If Transact makes such an application available to Customer, any distribution of such application by Customer to its end users will be pursuant to a license agreement which is satisfactory to Transact; provided, however, that the standard distribution terms utilized by Apple Inc. to distribute the application through its Apple App Store will be deemed satisfactory unless Transact otherwise notifies Customer in writing.
- 7.2 Web Deposit Portal.** Customer agrees that the Web Deposit Portal is for the sole purpose as described in the Section 7.1 above. Transact grants to Customer, during the term of this Schedule, a limited non-exclusive, worldwide, royalty-free license to place a digital image of the Transact Logo, which will be presented by Transact to Customer (the "Image"), on an appropriate page of the Customer's Internet site,

with a hyperlink to Transact's Web Deposit Portal site (or that of a third party acting on Transact's behalf) designated by Transact (the "Link"). Such Link may be changed by Transact upon notice to Customer. The Customer may not use any other trademark or service mark in connection with the Image without the prior written approval of Transact. The Link may not be used in any manner to provide a user with access to the Web Deposit Portal via any framing, layering, screen scraping or other techniques now known or hereafter developed that permit display of the Web Deposit Portal with any materials posted by Customer or any party other than Transact. Customer may not allow the Image to be linked to any other web site. The Customer may not use the Image in any manner not permitted hereunder, modify the Image, or copy or create a derivative work from the "look and feel" of the Image. Transact will have the right to review all uses of the Image for quality control purposes and proper compliance with guidelines, as they may be modified from time to time. Transact reserves the right to modify permission to use the Image and/or the Link at any time.

7.3 Availability and Operational Specifications. For purpose of this Section, "Available Date" means the date upon which Customer receives notice from Transact that the Web Deposit Service is available for access by Customer. The Web Deposit Service will be activated and operated on computer servers and systems under Transact's direct or indirect control. In connection with the Web Deposit Service, Transact will also install and store the Customer's required application data for purposes of access by the Web Deposit Service. Transact will undertake commercially reasonable measures to ensure that, from and after the Available Date and for so long as the Web Deposit Service as ordered through the Order Form remains in effect, the Web Deposit Service provided pursuant to this Section will be available and accessible as set forth herein and conform in all material respects to the performance parameters as Transact may make generally commercially available from time to time upon written notice to Customer.

7.4 Data Restoration Policy. Transact will periodically back-up Customer data. If Customer requests recovery of any lost or damaged Customer data, Transact will exercise reasonable efforts to restore the relevant data, provided that such data is, at the relevant time, still available pursuant to Transact's applicable retention policy and Customer has provided to Transact all information necessary to enable Transact to perform such services. If requested by Customer, Transact will make reasonable efforts to perform up to three (3) data restorations at no charge to Customer; thereafter, except with respect to restoration of data that are lost or damaged as a result of Transact's error or a Failure of the Web Deposit Service, Customer agrees to pay Transact its then-standard applicable rates for such restoration services. For purposes of this Schedule, "Failure" means that Customer's primary hosting environment for the Web Deposit Service completely ceases to operate such that Customer has no access to the Web Deposit Service.

7.5 Data Archiving and Cleanup Policy. Transact will undertake commercially reasonable efforts to accommodate Customer's request for data archiving and cleanup. These tasks generally require expert knowledge of the Transact application and database structure and command-line access to the applicable Transact servers under Transact's control. Common types of data archiving and cleanup tasks that require database/application engineering expertise and command-line access to servers include (but are not limited to) the following: batch copying of data for a new semester; batch export, import, and archive of data; batch removal of data; batch disabling or deleting of users; exporting usernames / transactions from a database query. If requested by Customer, Transact will make reasonable efforts to perform up to three (3) data archiving and cleanup related tickets per Customer per year (the tasks can be grouped together as one support ticket to be addressed at once per semester or per quarter) at no charge Customer. After three (3) no charge data archiving and cleanup related services per year, Transact reserves the right to charge a flat fee per ticket created for any additional data archiving and cleanup related tasks, at Transact's then-current applicable rates. If Customer requires Transact to batch archive data on to a hard-drive and ship to Customer, Transact will charge an additional fee at its then-current applicable rate for the cost of each of 200 GB hard-drive required. The hard-drive may be shipped back to Transact at the time of next task for reuse.

7.6 Storage and Bandwidth Policy. Under its normal operating procedure, Transact does not cap storage and bandwidth. Transact will monitor Customer's storage and bandwidth usage and reserves the right, in its discretion, to archive data older than 4 years.

7.7 IP Addresses. Any IP addresses assigned or allocated to Customer by Transact will remain, at all times, the property of Transact and will be nontransferable and Customer will have no right to use such IP addresses upon termination of this Agreement. Any change requested by Customer to the Transact allocated addresses must be agreed to by the Parties. Customer understands that the Web Deposit

Service (including Internet use) may require registrations and related administrative reports that are public in nature.

7.8 Network Scanning. Network scanning may not be performed by Customer (or any third party authorized by Customer) in connection with the Web Deposit Service without the prior written approval of Transact and coordination with Transact TSG engineers. This includes internal and external port scanning, internal and external vulnerability scanning, denial of service vulnerability testing and password cracking. Failure to comply with this policy may result in the loss of the Web Deposit Service for an extended period of time, and additional fees to Customer for remediation.

7.9 Cardholder Bands and Expansion of Licensed Use. The Web Deposit Service is priced annually based upon Customer's total number of Cardholders and the cardholder bands identified below. A "Cardholder" is defined as any individual associated with a licensing institution that can reasonably be anticipated to use a card, or perform a transaction, or utilize a privilege/event in the Transact™ software, within the forward licensing period (12 months). Such use or transaction may include, but is not inclusive of, a stored value charge in any module, regular applied board transaction, guest applied board transaction, cash equivalence charge, regular event entry, and guest event entry.

Cardholder Bands
1- 1999 Cardholders
2000-3999 Cardholders
4000-7999 Cardholders
8000-14999 Cardholders
15000-24999 Cardholders
25000-49999 Cardholders

Bands in excess of 49,999 Cardholders will be priced separately. Customer's license for the Web Deposit Service may be expanded in increments as indicated above. Transact's assessment of additional license fees for any license expansion (including growth related to a Customer merger or acquisition) will be in accordance with Transact's then-current pricing. Prior to any renewal of the term of Web Deposit Service, Transact may conduct an audit in accordance with the Master Agreement to determine the number of Cardholders in the then-current licensing period. Transact will utilize the then-current number of Cardholders determined in such audit and any information that may be supplied by Customer to reasonably determine the number of Cardholders for such renewal term.

7.10 Representations and Obligations. The Customer represents and warrants that: (i) it will comply with all applicable Laws in use of the Web Deposit Service; (ii) it will maintain the confidentiality of data submitted by Cardholders through the Products and Services ("Cardholder Data"), and agrees to notify Transact in the event of an actual or suspected unauthorized access to any Cardholder account or the Cardholder Data; (iii) it will not permit any third party (other than an individual who wants to make a web deposit to a Cardholder) to use the Web Deposit Service; and (iv) it will not use the Web Deposit Service in combination with products or services not provided by Transact or in a manner for which the Web Deposit Service was not designed, which would cause the Web Deposit Service to infringe on a third party intellectual property right. The Customer agrees to defend, indemnify and hold harmless Transact against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from Customer or its Cardholders' use of the Web Deposit Service or from the Cardholder Data.

8. CAMPUS CASH SERVICES

8.1 Additional Definitions. The following definitions apply to this Section 8 only. In addition to the terms defined elsewhere in this Section 8, the following terms have the meanings given below:

"**Campus Cash Merchant**" means a qualified merchant that elects to participate in a Campus Program and enters into a Merchant Contract, as long as such Merchant Contract remains in effect.

"**Campus Program**" means the card program offered by Customer which enables participants to use their cards to purchase goods and services from Customer-operated facilities and/or from other goods or services providers.

"**Campus Program Host**" means a software host for the Campus Program that is capable of supporting the Campus Cash Services transaction processing in a reliable and accurate manner.

"**Customer Card**" means the card issued by Customer to an individual participant in the Campus Program for use in purchasing goods and services under the Campus Program.

"**Cardholder**" means an individual participant in the Campus Program to whom a Customer Card has been issued by Customer.

"**Merchant Contract**" means the contract between a Campus Cash Merchant and Transact relating to the Campus Program.

"**Merchant Discount Rate**" means the percentage of a participating Campus Cash Merchant's total monthly Sales, to be charged by Transact to the Campus Cash Merchant in exchange for such Campus Cash Merchant's participation in the Campus Program.

"**Merchant Discount Fees**" means an amount calculated by applying the then applicable Merchant Discount Rate to the gross monthly Sales made by such Campus Cash Merchant.

"**Sales**" means the aggregate sales amount paid by Cardholders to Campus Cash Merchants at the time of Transactions for goods or services.

"**Transaction**" means each purchase by a Cardholder at a Campus Cash Merchant using a Customer Card.

8.2 Transact Obligations.

- a. Equipment Procurement, Training and Support.** Transact will be responsible for providing to each Campus Cash Merchant certain transaction processing equipment ("TPE") and for installing and supporting such equipment.
- b. Transaction Processing.** Transact agrees to provide transaction processing services for the Campus Cash Merchants with respect to the Campus Programs. Cardholders will use their Customer Cards for Transactions at Campus Cash Merchants and such Transactions will be logged by the Campus Program Host. Transactions will also be logged by the Campus Cash Merchant TPE and submitted to the settlement system owned and operated by Transact or its subcontractors (the "Transact Merchant Processor") for settlement automatically.
- c. Merchant Reimbursement.** Subject to Section 8.2(d), Transact, through its subcontractor, will be responsible for reimbursing Campus Cash Merchants via ACH for transactions made with the Customer Card as part of the Campus Program (the "Transaction Processing and Funds Transfer"). The Campus Cash Transaction Processing and Funds Transfer service will include management of ACH funds settlement of all Cardholder transaction activity at the Campus Cash Merchants in exchange for certain fees to be paid by the Campus Cash Merchant.
- d. Funds Transfer.** Transact agrees to provide funds settlement services for Campus Cash Merchants, including automated payment and fee collection through electronic ACH transfers. Transact, through the Transact Merchant Processor, will arrange for funds for Campus Cash Merchant Transactions to be transferred from the Customer Account to the Campus Cash Merchant accounts on a regular schedule and no less frequently than weekly. Funds sufficient to reimburse the Campus Cash Merchant Transactions will be transferred by Transact's subcontractor from the Customer Account to the Campus Cash Merchant accounts via ACH. Transact, through its subcontractors, will transfer all applicable Merchant Discount Fees via ACH from the Campus Cash Merchant accounts to a Transact account. Transact, through its subcontractors, will then deduct from the Merchant Discount Fees, the Royalty owed to the Customer and will pay the Customer the Royalty via ACH from Transact's account to a Customer account.
- e. Merchant Dispute Resolution.** If a Cardholder disputes a transaction at a Campus Cash Merchant, Transact, or Transact's subcontractor, will contact the Campus Cash Merchant on behalf of the Cardholder regarding the disputed transaction and request, when appropriate, a copy of the receipt signed by the Cardholder. If the dispute is resolved in favor of the Cardholder, Transact will charge back the disputed amount to the Campus Cash Merchant and notify the Customer of the corrective procedure. Transact will maintain a record of all disputes and the resolution thereof.

8.3 Customer Obligations.

- a. Obligations.** To enable Transact to perform the Campus Cash Services and to complete all Transaction Processing and Funds Transfers, the Customer agrees that it will:
 - (i)** Be responsible for all hardware, software, communication and licensing costs associated with providing a Campus Program Host;
 - (ii)** Be responsible for and will manage all Cardholder accounts, and establish and maintain a separate ACH clearing account for use by Transact and Transact's subcontractors in providing the Transaction Processing and Funds Transfer (the "Customer Account"). The Customer will retain ownership of the Customer Account and funds in such account, and it will retain all interest income therefrom.
 - (iii)** Be responsible for communicating the status of any Cardholder dispute to the Cardholder.
 - (iv)** Ensure all Campus Cash Merchants are on the Campus Program Host and provide Transact with the

merchant ID number for all Campus Cash Merchants;

- (v) Add new Campus Cash Merchants to the Campus Program Host and generate a merchant ID number within three (3) business days of receiving such Campus Cash Merchant's data from Transact;
- (vi) Provide for the Campus Cash Merchant TPE to access to the Campus Program Host in order to enable Campus Cash Merchant transactions to be authorized at all times; provided that, if in order to enable Campus Cash Merchants to complete transactions through the Campus Program, Transact is required to provide such Campus Cash Merchants with TPE that is incompatible with the standard Transact methodology, the Customer will: (a) provide Transact or its authorized subcontractor with access to the Campus Program Host to enable Transact or such subcontractor to extract transaction data related to Campus Cash Merchants; or (b) provide such transaction data to Transact in a mutually agreed upon electronic format no less often than weekly. If the Customer is required under this subsection to provide Transact with transaction data, the Customer agrees to use its best efforts to ensure that such data is accurate;
- (vii) Enable Transact or its subcontractor to reimburse the Campus Cash Merchants through Transaction Processing and Funds Transfer, including the ability to transfer funds via ACH directly from a selected Customer account to such Campus Cash Merchants; and
- (viii) Notify Transact within one (1) hour if the Campus Program Host is not operational of the estimated time of system recovery and the time of actual system recovery.

- b. **Funds Availability.** The Customer will make sufficient funds available through a selected Customer bank account to cover all Cardholder Transactions, in order to enable Transact or its subcontractor to complete the Transaction Processing and Funds Transfer.
- c. **Campus Program Policies.** If this Schedule is executed after July 1 of any year, the first Academic Year will be considered the period from the Effective Date through June 30 of the following calendar year. Other than as set forth in Section 8.7(a), the Customer agrees that it will not include any restrictions in the Campus Program policies (e.g., transactions surcharges, minimum amounts, etc.) on transactions with Campus Cash Merchants without the prior consent of Transact.

8.4 **Limitation of Liability and Indemnification.**

- a. **Limitation of Liability.** to the maximum extent permitted by Oklahoma Law, Transact will have no liability under this Section 8 or otherwise to Customer or any third party for any claim or action arising from the operation of the Campus Program or other Customer services or programs relating to the Campus Cash Services, including but not limited to any claim or action arising out of any Transaction, Transaction Processing and Funds Transfer, transaction fraud, or any Campus Cash Merchant and/or Cardholder payment dispute (any of the foregoing, separately and collectively, "Customer Matters").
- b. **Indemnification.** Except to the extent prohibited by Oklahoma law and in addition to the indemnification set forth in the Master Agreement, Customer will, at its own expense, indemnify and, at Transact's option, defend Transact against any losses, damages or expenses (including, without limitation, reasonable attorneys' fees) arising from any claim, suit or proceeding brought by a third party against Transact arising out of a Customer Matter and will pay any damages finally awarded against Transact or settlement amounts agreed upon to the extent based upon a Customer Matter, provided that Customer will not settle any Transact Claim unless such settlement completely and forever releases Transact with respect thereto or unless Transact provides its prior written consent to such settlement. Transact agrees (i) to provide Customer with prompt written notice of any such claim and (ii) to provide such assistance as Customer may reasonably request, at Customer's expense, in order to settle or defend any such Transact Claim.

8.5 **General Provisions Applicable to all Campus Cash Services.**

- a. **Contacts.** Transact will designate a Transact representative, to oversee and manage the relationship between Transact and the Customer with respect to Campus Programs. The Customer will make available to Transact a Customer employee available for daily consultation and an employee capable of making decisions regarding the Campus Cash Services.
- b. **Program Termination.** In addition to the termination provisions provided in the Master Agreement and in Section 8.5(c)(ii) below, Transact may also terminate the Agreement or the Campus Cash Services immediately if the Customer fails to comply with Section 8.3(b). In the event of termination of the Agreement or the Campus Cash Services, Transact will not be responsible for providing any transition services to the Customer or any third party in order to enable the Customer or such third party to provide services similar to the Campus Cash Services. But, if Customer terminates the Service as a result of Transact's material breach or Transact provides Customer notice of its decision not to renew, then, if

requested by Customer, Transact will continue to perform the Campus Cash Services under this Section 8 for a period not to exceed sixty (60) days (the "Transition Period"). During the Transition Period, Transact will cooperate with the Customer or any third party designated by the Customer to transfer Customer property or Customer Confidential Information (as defined in the Master Agreement) related to the Campus Cash Services to the Customer or third party. Nothing in this Section 8 will obligate Transact to transfer property or confidential information of Transact to the Customer or any third party. Customer agrees that the Merchant Contracts are valuable assets of Transact and the Customer will not attempt to directly or indirectly interfere with, disrupt or encourage the termination of any Merchant Contract.

c. Financial Services Regulations; Compliance Modification.

(i) Transact makes no representations or warranties of any kind, express or implied, as to whether the Campus Program or Transact's activities are subject to the Electronic Fund Transfer Act or its implementing regulation (collectively, "Regulation E") or other state or federal financial services laws or regulations.

(ii) If and to the extent that the Campus Program is determined by a federal or state agency to be subject to and not in compliance with any federal or state regulation (including, but not limited to Regulation E), Transact and the Customer will undertake to: (a) modify the Campus Program so as to make it exempt from such regulations; or (b) comply with all such regulations so as to allow the Campus Program to continue to operate in compliance with such regulations. If this Section 8.5(c)(ii) applies, the Parties will work together in good faith to resolve all regulatory matters; provided, however, that any such resolution will incorporate but not be limited to sufficient additional fees payable by the Customer to Transact to cover the reasonable costs of such compliance by Transact. To the extent that the Campus Program is found to be subject to and not in compliance with a federal or state regulation and the Customer or Transact is unwilling or unable to modify the Campus Program or comply with the regulations within ninety (90) days or within such other timeframe, if any, as the Parties may mutually agree upon in writing, this Service may be terminated by Transact or the Customer upon thirty (30) days' notice.

d. Intellectual Property.

(i) **Transact.** As between the Parties, Transact retains all right, title and interest in and to the content provided by Transact, the Campus Cash Services and any methodologies, processes, know-how or Transact Confidential Information associated therewith, including, without limitation, any and all content, data, technology, software, code, user interfaces, trademarks and other items used in connection or associated therewith. All goodwill arising out of the Customer's use of any of the Transact Confidential Information will inure solely to the benefit of Transact. The Customer will not distribute any materials or post any content that bears any connection to Transact or the Campus Cash Services or Transact's trademarks or trade names without Transact's prior consent.

(ii) **Customer.** As between the Parties, the Customer retains all right, title and interest in and to the Campus Program site domain name and the Customer Confidential Information associated therewith. All goodwill arising out of Transact's use of any of the Customer's Confidential Information will inure solely to the benefit of the Customer. Transact will not distribute any materials or post any content that bears any connection to the Customer or the Campus Program or the Customer's trademarks or trade names without the Customer's prior consent.

e. Confidentiality. For purposes of this Section 8, Transaction data collected by Transact as part of the Campus Cash Services will be owned by both Transact and the Customer. Cardholder information that Transact gains directly from students in the course of conducting programs other than the Campus Program will be solely Transact's Confidential Information.

f. Exclusivity. The Customer agrees that, during the term of the Master Agreement, it will not engage any third party (not including the Customer's students, faculty or staff for the purpose of supporting the Campus Cash Services covered by this Section 8) other than Transact to provide services for the Campus Program similar to the Campus Cash Services covered by this Section 8.

g. Subcontractors. The Customer agrees that Transact will have the right to engage subcontractors to provide the services to be performed under this Section 8. By way of example, Transact expects, as of the Effective Date, that subcontractors will include Transact's ACH transaction processor and the provider of warranty and support services for the TPE equipment.

h. Survival. The provisions of this Section 8 with respect to payment obligations incurred prior to the effective date of termination), as well as Sections 8.5(b) through this Section 8.5(h) will survive the termination of the Agreement and/or the Campus Cash Services.

8.6 Terms Applicable to Campus Cash Settlement Only Service.

- a. **Merchant Recruitment and Contracts.** The Customer will be solely responsible for recruiting qualified merchants to participate in the Campus Program and for performing all aspects of any marketing efforts related thereto. Transact will execute a Merchant Contract with each qualified, Transact-approved Campus Cash Merchant. Transact's approval of any merchant will not be unreasonably withheld.
- b. **Merchant Discount Rate.** The Customer will set the applicable Merchant Discount Rate for each Campus Cash Merchant under this Section 8 and communicate such rate(s) to Transact in writing in advance of any changes and at initial enrollment. Customer may change such Merchant Discount Rate(s) at any time during the term of the Campus Cash Services with at least sixty (60) days prior written notice to Transact.
- c. **Funds Settlement.** Transact, through its subcontractor, will complete its Transaction Processing and Funds Transfer settlement obligations by transferring all Merchant Discount Fees from the Campus Cash Merchant accounts to the Customer account.

8.7 Terms Applicable to Full Campus Cash Service. This Section 8.7 only applies to Customers to have ordered the Full Campus Cash Service through an Order Form.

- a. **Merchant Recruitment and Contracts.** Transact will recruit merchants to participate in the Campus Program. Transact will compile a list of prospective off-campus merchants for participation in the Campus Program, taking into consideration the merchant's proximity to campus, the type of service/products offered by the merchant and Cardholder preferences for the Customer's review and consent (the "Target List"). The Customer will not request the omission of any merchant included in the Target List without good reason and in any event will not request the omission of more than twenty percent (20%) of all merchants submitted by Transact from the Target List. The Customer may not request the omission of any Target List merchants based solely on the proximity of such merchant to campus or the category of product/service offered by such merchant, except as expressly stated in this Section 8.7. Transact will execute a Merchant Contract with each qualified Campus Cash Merchant. The Customer acknowledges that in connection with the Campus Cash Services performed by Transact, Transact may require that Campus Cash Merchants pay certain fees pursuant to the Merchant Contract, including but not limited to Merchant Discount Fees and other fees associated with the provision of merchant equipment, the processing of Cardholder transactions, customer service, and other applicable fees. Transact will not solicit or enroll merchants that principally sell items or services that are in conflict with the Customer's agreement at the time of contract signature or with Transact's mission and corporate policies. Transact shall make all final determinations as to whether it will enroll a merchant. Customer acknowledges that Transact will negotiate and maintain through the Merchant Contract the fees each Campus Cash merchants pays. Customer has no right to set or negotiate any Merchant fees.
- b. **Marketing Plan.** Transact will execute a marketing and communications plan ("Marketing Plan") to promote the Campus Program to Cardholders as outlined on the Order Form.
- c. **Campus Program Policies.** Other than as set forth in this Section 8, the Customer agrees that it will not include any restrictions in the Campus Program policies (e.g., transactions surcharges, minimum amounts, etc.) on transactions with Campus Cash Merchants without the prior consent of Transact.
- d. **Branding.** The Customer agrees that Transact may include the Customer's name, logo, and other Customer marks on all collateral materials provided to Campus Cash Merchants and all other Campus Program collateral materials after the Effective Date. The Customer also agrees that Transact may include the "Campus Cash" name and/or logo (the "Brand") on all collateral materials provided to Campus Cash Merchants and, as approved by the Customer, on all other Campus Program collateral materials. Transact will provide in-store signage, such as register and window stickers that indicate Campus Cash Merchants' acceptance of the Customer Card.
- e. **Access.** The Customer agrees that the success of the Campus Program will depend upon the active knowledge and use of the program by Cardholders. To disseminate information about the Campus Program and to encourage the depositing of funds by Cardholders as contemplated and agreed to in the Marketing Plan, the Customer agrees to provide Transact with Cardholders' names, ID and/or account numbers, home addresses, and campus and email addresses. Customer also agrees to make deposit data available to Transact at a minimum of once per Academic Year.
- f. **Fees and Payments.**
 - (i) **Program Management Fee.** In exchange for Campus Cash Services, the Customer will pay Transact an annual Campus Cash Services program management fee (the "Program Management Fee"). The Program Management Fee for the term of this agreement will be as set forth in the Order Form. The

Customer will pay the initial Program Management Fee to Transact within thirty (30) days after the Campus Program becomes effective. Subsequent annual Program Management Fees will be paid on each annual anniversary of the effective date during the term of the Campus Program. If required by the Customer, Customer will issue a purchase order in an amount equal to the annual Program Management Fee no less than forty-five (45) days prior to each anniversary of the effective date. Customer will pay other fees as set forth on an Order Form (such as fees for the marketing plan), as applicable.

- (ii) **Royalty.** In connection with the Campus Cash Services, Transact will pay the Customer a royalty payment (the "Royalty") equal to a percent of the aggregate Merchant Discount Fees collected by Transact from Campus Cash Merchants participating in the Campus Program. The Royalty rate for the term of this agreement will be as set forth in the Order Form. The Royalty will not include any other commission or fees, including but not limited to any amounts charged to Campus Cash Merchants by Transact (a) calculated by applying a fixed per Transaction rate to the number of Transactions presented by the Campus Cash Merchant to Transact for settlement, (b) in connection with the provision of Campus Cash Merchant equipment required to participate in the Campus Program, including TPE or (c) to cover other operational merchant support costs, including, without limitation, monthly statements, monthly help desk, network access fee, terminal replacement, transaction dispute handling and bank card fees, including those for transaction processing. Nothing in this Schedule shall impact the amounts collected by the Customer with respect to non-Campus Cash Merchants participating in the Campus Program. Nothing in this Section 8 will impact the amounts collected by the Customer with respect to non-Campus Cash Merchants participating in the Campus Program.
- (iii) **Funds Settlement.** Transact, through its subcontractors, will complete its Transaction Processing and Funds Transfer settlement obligations by (i) collecting from Campus Cash Merchant accounts all applicable Merchant Discount Fees; (ii) paying the Royalty owed to Customer into Customer's account.

9. VENDING SERVICES

9.1 Additional Definitions. The following definitions apply to this Section 9 only. In addition to the terms defined elsewhere in this Section 9, the following terms have the meanings given below:

"**Campus Card**" means the card issued by Customer to an individual participant in the Campus Card Program for use in purchasing goods and services under the Campus Card Program.

"**Campus Card Program**" means Customer's card program that is implemented using Transact technology. "**Campus Card Program Host**" means a software host for the Campus Vending Program that is capable of supporting the Campus Vending Program Transaction processing in a reliable and accurate manner. "**Campus Vending Program**" means the Transact-provided transaction processing services provided to Vending Providers.

"**Cardholder**" means an individual participant in the Campus Vending Program to whom a Customer Card has been issued by the Customer.

"**Transaction**" means each purchase by a Cardholder at a Vending Provider machine.

"**Vending Provider**" means such vending machine providers (including the Customer itself, if applicable) participating in the Campus Vending Program, as identified on the Order Form.

9.2 Transact Obligations.

- a. **Transaction Processing.** Transact agrees to provide the Campus Vending Program for the Vending Provider(s). The Campus Vending Program enables Cardholders to use their Campus Cards to purchase products from designated Vending Provider machines which are compatible with the Campus Card Program. Transactions will be logged by the Campus Card Program Host, which will be the system of record for all transactions. Transactions will be submitted to the settlement system owned and operated by Transact or its subcontractors (the "Transact Merchant Processor") for settlement automatically.
- b. **Vending Provider Reimbursement.** Transact, through its settlement system owned and operated by Transact or its subcontractors, will reimburse the Vending Provider via a mutually agreed upon, pre-determined ACH process for Transactions (the "Transaction Processing and Funds Transfer").
- c. **Funds Transfer.** The Customer will establish and maintain a separate ACH clearing account for use by Transact and Transact's subcontractors in providing the Transaction Processing and Funds Transfer (the "Customer Vending Account"). The Customer will retain ownership of the Customer Vending Account and funds in such account, and it will retain all interest income therefrom. Transact, through its subcontractor, will arrange funds for Transactions conducted at Vending Provider locations to be paid from the Customer Vending Account to the Vending Provider's account.

9.3 **Customer Obligations.**

- a. To enable Transact to perform the Transact Vending Services and to complete all Transaction Processing and Funds Transfers, the Customer will:
 - (i) Be responsible for all hardware, software, communication and licensing costs associated with providing a Campus Card Program Host;
 - (ii) Be responsible for and will manage all Cardholder accounts;
 - (iii) Ensure all Vending Provider locations are on the Campus Card Program Host and provide Transact with the merchant ID number for all Vending Provider locations;
 - (iv) Add new Vending Provider locations to the Campus Card Program Host and generate a merchant ID number within three (3) business days of receiving such Vending Provider's merchant data from Transact; and
 - (v) Provide the Vending Provider location with access to the Campus Card Program Host through Transact's Stored Value API infrastructure to enable Vending Provider vending transactions to be authorized at all times.
- b. **Funds Availability.** The Customer will make sufficient funds available through a selected Customer bank account to cover all Transactions with Vending Providers, in order to enable Transact or its subcontractor to complete the Transaction Processing and Funds Transfer.
- c. **Merchant Dispute Resolution.** If a Cardholder disputes a Campus Vending Program transaction at a Vending Provider location, the Customer will facilitate a refund to the Cardholder. The Customer will be responsible for communicating the status of the dispute to the Cardholder and crediting any amounts resolved in favor of the Cardholder to the Cardholder's account or provide a cash refund.

9.4 **Financial Services Regulations; Compliance Modification.**

- a. Transact makes no representations or warranties of any kind, express or implied, as to whether the Campus Card Program, Campus Vending Program or Transact's activities are subject to the Electronic Fund Transfer Act or its implementing regulation (collectively, "Regulation E") or other state or federal financial services laws or regulations.
- b. If and to the extent that the Campus Card Program or Campus Vending Program is determined by a federal or state agency to be subject to and not in compliance with any federal or state regulation (including, but not limited to Regulation E), Transact and the Customer will undertake to: (a) modify the Campus Card Program or Campus Vending Program so as to make it exempt from such regulations; or (b) comply with all such regulations so as to allow the Campus Card Program or Campus Vending Program to continue to operate in compliance with such regulations. If this Section 9.4(b) applies, the Parties will work together in good faith to resolve all regulatory matters; provided, however, that any such resolution will incorporate but not be limited to sufficient additional fees payable by the Customer to Transact to cover the reasonable costs of such compliance by Transact. To the extent that the Campus Card Program or Campus Vending Program is found to be subject to and not in compliance with a federal or state regulation and the Customer or Transact is unwilling or unable to modify the Campus Card Program or Campus Vending Program or comply with the regulations within ninety (90) days or within such other timeframe, if any, as the Parties may mutually agree upon in writing, this Service may be terminated by Transact or the Customer upon thirty (30) days' notice.

9.5 **Additional Provisions.**

- a. **Customer Payments.** As between Transact and Customer, Customer will not be entitled to royalties or other payments in connection with the Campus Vending Program. Transact will be entitled to charge the Vending Provider transaction processing fees in connection with the applicable agreement between Transact and such Vending Provider.
- b. **Term and Termination.** The term of the Campus Vending Program will be as set forth in the applicable Order Form, provided, however, Customer may request that Transact exclude a given Vending Provider from the Campus Vending Program.

- 9.6 **Vending Transaction Authorization Service.** In circumstances where the Customer is the Vending Provider, the Customer will not be entitled to royalties or other payments in connection with this Section 9.

10. TRANSACT PAYMENTS

10.1 Transact Payments Definitions. The following definitions apply only with respect to this Transact Payments Section.

"**ACH Return Items Import**" means to pass return code back to the student system through an additional extract or an existing extract modification.

"**ACH Validation**" means the process where user provided bank information is validated by making an incremental deposit to the bank account requiring the recipient to confirm successful receipt of transaction.

"**Applicable Law**" means any law, statute, ordinance, rule, regulation or order of any local, state, federal, or foreign governmental authority, any rules promulgated by a card network association, and the Operating Rules of the National Automated Clearing House Association.

"**Bank**" means the federally chartered and insured depository institution with which Transact contracts to provide banking and payment services to Customers pursuant to the Master Agreement and this Transact Payments Section.

"**Transact Payments Service**" and/or "**Services**" means the payment, billing, payment plan, refunding, cashiering, storefront and/or any other modules specified on the Module List in the Order Form. "**Transact**" means Transact Campus Inc. on behalf of itself and its affiliate company, Transact Campus Payments, Inc.

"**License Term**" means the term during which Transact will provide the Module(s) specified in the Order Form to Customer.

"**Module**" means an individual service or module within the Transact Payments Service, as specified in the Order Form, including a payment, billing, payment plan, refunding, cashiering, or storefront service. "**Order Form**" means the order documents representing the licenses ordered, License Term, Module Fees purchased reflecting the Transact Payments Service (and any subsequent purchases agreed to between the Parties in writing from time to time).

"**Payor**" means a person that makes payments to Customer for goods or services provided by Customer. "**Single Sign-On**" means an authentication scheme allowing users to log in with a single ID and password. For student access, AES or InCommon Shibboleth SSO are available, but does not include Shibboleth done via any methodology other than InCommon. For staff access, AES is available for purchase.

"**Training Access**" is available on customer's administrative database where campus has access to unlimited self-paced training.

"**Users**" means Customer's employees, representatives, consultants, contractors, or agents who are authorized to use the Transact Payments Service and have been supplied user identification and passwords by Customer (or by Transact at Customer's request).

10.2 Transact Payments Service. The following terms govern the provision of the Transact Payments Service.

a. **Use of the Service**. Transact will make the Transact Payments Service available to Customer on the terms set forth in the Master Agreement, this Transact Payments Section, and the Order Form.

b. **Service Level Commitment**. Subject to Customer's compliance with the terms of the Master Agreement and this Transact Payments Section, and in consideration of Customer's payment of the fees specified in the Order Form, Transact will provide the Transact Payments Service according to the service levels described in the following Service Level Commitments:

(i) **Service Level Commitment**. Transact will use commercially reasonable efforts to ensure 99.9% Availability (as defined below) of the Transact Payments Service. A failure by Transact to meet this commitment will entitle Customer to claim a Service Credit (as defined below). "99.9% Availability" means that the Transact Payments Service will be unavailable no more than 43 minutes (> .10%) in any calendar month, as determined by Transact (excluding any period of unavailability described in the Exceptions section below). The Transact Payments Service will be deemed to be unavailable when Transact's automated monitoring system is unable to access the web or database servers of the Transact Payments Service ("Unavailability").

(ii) **Exceptions**. Transact's service level commitment shall not cover any unavailability attributable to (1) Customer's use of the Transact Payments Service otherwise than in accordance with the Transact Master Agreement, the Transact Payments Services Schedule, or with user guides from time to time made available to Customer; (2) any data entered into the Transact Payments Service by Customer; (3) any event beyond the reasonable control of Transact, including the malfunction or unavailability of any public Internet backbone, network, any server, other equipment outside of

Transact's facility, any failure of Customer's equipment, local access service; or (4) Scheduled Maintenance pursuant to the Scheduled Maintenance section below.

(iii) Scheduled Maintenance. "Scheduled Maintenance" means any maintenance performed during a standard maintenance window, as determined by Transact, (a) of which Customer is notified 24 hours in advance or (b) which is performed without advance notice due to urgency of the maintenance in order to maintain the security and integrity of the system. Notice of Scheduled Maintenance will be provided to Customer's nominated point of contact by a method elected by Transact (telephone or email). Transact's standard Scheduled Maintenance window is between the hours of 1AM and 6AM Eastern Time on Sundays. Customer will be provided 24 hours advance notice in the event a change is made to the standard Scheduled Maintenance window. The Transact Payments Service will not be deemed unavailable during Scheduled Maintenance.

(iv) Service Credit Remedy. If Transact determines, in its reasonable judgment, that the Transact Payments Service did not attain 99.9% Availability during any calendar month, Transact will credit Customer's account the pro-rated annual customer fee(s) for one day's service. Customer is entitled to a further credit, equal to the pro-rated annual customer fee(s) for one day's service, for each additional 43 minutes that the server is unavailable during any calendar month, provided that no credit will exceed the pro-rated charges for one day's service for any single day's instance of Unavailability. All service credit requests must be in writing and emailed directly to Transact's accounting department within ten (10) days from the date of the server unavailability. Credits cannot be applied to any charges other than the annual customer fee(s). Customers with multiple instances of Unavailability will not receive more than one credit for any one instance of Unavailability.

Eligibility for any credits is subject to Customer's account being current and with no outstanding balances due. THIS CREDIT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SERVICE OUTAGE OR ANY FAILURE BY TRANSACT TO MEET THE SERVICE LEVEL COMMITMENT.

10.3 General Transact Payments Terms. The following terms apply with respect to any Module you purchase within the Transact Payments Service, as specified in an Order Form.

- a. Exclusivity.** During the License Term, Transact will be Customer's exclusive provider of the Modules purchased by Customer. Customer agrees and covenants that it will not develop for itself, and shall be prohibited from entering into an agreement with any third party vendor that develops, sells or provides, services which are substantially similar to or competitive with the Modules provided by Transact.
- b. Confidentiality & Security.** In addition to the confidentiality and security provisions set forth in the Master Agreement, Transact will comply with the following confidentiality and security policies, the purpose of which is (1) to provide Customer with the assurances required by the Gramm-Leach-Bliley Act ("GLBA") and the Standards for Safeguarding Customer Information issued by the Federal Trade Commission (the "Safeguard Rule"); and (2) to provide Customer with assurances that Transact complies with the Payment Card Industry Data Security Standard, as developed by MasterCard International and Visa ("PCIDSS"). The term "Customer Information" means Nonpublic Personal Information, as such term is defined in GLBA.

(i) Privacy of Customer Information. Transact will not use or disclose Customer Information except: (1) as contemplated by the Agreement (2) as required by law; (3) for purposes of conducting its business functions necessary for the provision of services to Customer under the Agreement; (4) to assist Customer officials and law enforcement agencies investigating credit card fraud and similar activities; or (5) as otherwise authorized by Customer in writing.

(ii) Compliance with GLBA. Transact will not use any Confidential Information in any manner prohibited by GLBA.

(iii) Disclosure to Bank. Transact may disclose Customer Information to Bank in order for Transact and Bank to perform their obligations under the Agreement.

(iv) Security of Customer Information. Throughout the term of the Agreement and so long as Customer is licensing the Transact Service, Transact will implement and maintain appropriate safeguards, as that term is used in § 314.4(d) of the Safeguard Rule, for all Customer Information, and will comply with the PCIDSS.

(v) Termination. After termination of the Transact Payments Service, Transact will have no obligation to maintain or provide any Customer Information, and may destroy Customer Information. If Transact maintains any Customer Information, it will extend the protections of this Agreement to such information for as long as Transact maintains it.

- c. **Customer Responsibilities.** Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all data, information or material provided or submitted to Transact through the Transact Payments Service by Customer or by Users; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Transact Payments Service, and notify Transact promptly of any such unauthorized use; and (iii) be responsible for acquiring and maintaining the software, equipment and communications services necessary to connect to the Transact Payments Service and to download, print and otherwise process data delivered by the Transact Payments Service.
- d. **Compliance with Law.** In connection with the Transact Payments Services, Customer will ensure that the Transact Payments Service, and its use by Customer and Users, complies with Oklahoma Law, and obtain all licenses and permits, and make any other notifications or filings, as required by Applicable Law.
- e. **Change by Customer.** Transact will not commit to supporting any changes to the integration package to Customer's student information system or general ledger, finance, or student enrollment system, including functional and technical upgrades, patches, and any institutional information technology infrastructure changes; provided that if Customer provides forty-five (45) days' advance notice to Transact, Transact will make commercially reasonable efforts to support such changes. Transact may assess a fee to Customer if Transact agrees to support such integration package changes.

10.4 Module Specific Terms. The following descriptions and requirements apply only to the extent you have purchased a Module described below, as identified in the corresponding Order Form.

10.4.1 1098-T. This module enables the electronic presentation of 1098-Ts, which may offer the functionality of printing, mailing and IRS filing for campuses dependent on whether software or software and services are purchased. Customer's 1098-T forms and files may be uploaded in a consumable format as defined by Transact.

10.4.2 Administration. This module includes unlimited campus access to self-paced training (available on the customer administrative database) and an ACH Returned Items Import for new customers. Implementation training includes access to self-paced online training and weekly meetings with a Transact project manager. If Customer wishes to implement multiple merchant accounts or a VPN, additional fees may apply.

10.4.3 Interface Package. This module includes all necessary interfaces to facilitate a real time review and post, along with necessary batch processes for current student information system and associated general ledger.

10.4.4 Cashiering. This module includes user training at go-live and if required, includes RETAIL and MOTO terminal IDs. Use of this Module requires receipt printers, and if processing credit cards, card readers are also required. Encrypted peripherals are also available and will require point-to-point encryption (P2PE). Hardware is not included, however, the peripheral guide located in the support library outlines applicable hardware costs.

10.4.5 eBill. This module includes one (1) standard template for customers to use for eBill activities. Additional or custom templates will incur an additional fee and may impact scheduled deployment dates. If requested by Customer, and not more than once per calendar year, the eBill standard template may be updated for changes to the eBill logo, addresses, school name or other static data.

10.4.6 eMarket. This module is offered either as an unlimited or per instance basis and allows Customer to develop, control and manage the online storefronts and checkouts. eMarket *unlimited*, includes unlimited instances with train-the-trainer education where Transact will assist customer in the creation of three (3) eMarket storefronts or checkouts. eMarket *per instance*, includes a standard storefront template for one (1) eMarket instance. Both eMarket modules include one (1) ACH setup, if none are currently in use under the ePayment/Payment Plan Software, a HTTPS notification, an extract to the GL/Finance system; and a WEB or MOTO terminal ID, if required. Deployment assistance for eMarket shall be for 90 days of initial eMarket go live. In the event that Customer requires a real-time interface, batch extract, additional credit card interface/terminal IDs for adding additional merchant accounts, training and set up for any eMarket sites ninety (90) days after the initial eMarket go-live, additional fees shall apply.

10.4.7 ePayment. If using any Payment Processing Services, all credit and debit card payments are processed through ePayment at then current domestic and international transaction rates, subject to change in accordance with law. If applicable to the services purchased, a minimum convenience fee and/or an ACH fee may apply. A feature of ePayment includes User Emulation, which allows Customers to view a portal exactly how a student or end user does (in read-only mode). If a Customer would like full

permissions to make MOTO and ACH TEL payments, an additional CC Interface/Terminal ID will be required.

10.4.8 MyPaymentPlan (MPP). This module allows Customer to accept tuition and other payments from Payors in installments over time.

10.4.9 Payment Processing Services (SmartPay or CampusPay) Modules. This module allows Customers to offer its Users through either the SmartPay or CampusPay the choice of using a credit card, debit card, or ACH for transactions through a web-based interface, which streamlines operations for credit reconciliation, chargebacks, and refunds. The following terms apply if Customer purchases a Payment Processing Service, SmartPay or CampusPay.

- a. **Bank Settlement.** Bank provides all payment services related to the SmartPay and CampusPay Modules as described in 10.4.9, including the receipt, handling and storage of Customer funds from Payors, and the transmittal of those funds to Customer. Bank receives the Customer funds as part of the settlement process and accounts for the funds in a subaccount for Customer's benefit. If credit card transactions under Customer's merchant ID are processed through the Transact Payments Service, then those card transactions will initially settle to the subaccount before the Bank completes settlement to Customer. Bank will complete settlement to Customer by disbursing to Customer on a regular basis the funds in the Customer's subaccount, less (i) any fees due to Transact in connection with the Payment Processing Services; (ii) the amount of any chargeback, refund, payment reversal or other charge in connection with a payment transaction made to Customer through the Payment Processing Services; and (iii) any other amounts owed by Customer to Transact in connection with the Payment Processing Services. Transact will at no point during the settlement process or otherwise receive, hold or transmit Payor or Customer funds, and does not serve as a money transmitter.
- b. **Third-Party Beneficiary.** With respect to the Payment Processing Services, Bank is a third-party beneficiary to the Agreement (including this Transact Payments Schedule), is entitled to the rights and benefits thereunder, and may enforce the provisions thereof as if it were a party thereto.
- c. **Deposit Procedures.** In order to receive the Payment Processing Services, Customer must execute the Disbursement Instructions form. Bank shall disburse funds to Customer in accordance with the information that Customer provides Transact within the Disbursement Instructions. Customer may change the Disbursement Instructions from time to time; provided, however, Disbursement Instructions may only be changed by prior written instructions signed by Customer and delivered to Transact with sufficient time to act on the instructions. It is the sole responsibility of Customer to notify Transact of any guidelines or deadlines that may be required by Customer's bank or any other financial institution involved in the ACH transactions. Bank will handle all ACH files in accordance with any such guidelines and meet any applicable deadlines for such ACH transactions, as instructed by Customer.
- d. **Designation of Bank.** Bank, as such term is defined and used in this Transact Payments Schedule refers to the Bank designated by Transact and identified in the Disbursement Instructions form. Transact may at any time and for any reason designate a different bank to perform the payment services under this Schedule. In the event Transact designates a different bank to serve as the Bank, Customer will re-execute the Disbursement Instructions and take whatever other action is reasonably necessary to allow the new bank to perform the payment services.
- e. **Merchant Participation Agreement.** If Customer elects to accept credit card payments through the Payment Processing Services, Customer must execute the Merchant Participation Agreement, before Customer begins accepting such payments.

10.4.10 Full Service Payment Plan ("FSPP") Module. The FSPP Module allows Customer to accept tuition and other payments from Payors in installments over time. Transact will deliver Customer's Truth-in-Lending disclosure statement and other applicable state legal or regulatory disclosures on Customer's behalf and will provide other administrative services in connection with the FSPP Module. Customer acknowledges that Transact is merely a software and administrative services provider to Customer with respect to tuition payment plans and Transact neither assumes or is responsible for any credit risk born by Customer in providing such software and services to Customer. Customer shall be solely responsible for compliance with laws and regulations that apply to offering tuition payment plans and shall hold harmless and indemnify Transact from and against any damages, liability, losses, claims, actions, fines or penalties, including reasonable attorneys' fees, that may be asserted by third parties in connection with Customer's use of FSPP.

- a. **FSPP Marketing.** Customer and Transact shall cooperate in the marketing of the FSPP Module to Payors. Materials to be used for marketing of the FSPP may include email campaigns, posters, pamphlets, web banners and other forms of marketing relating to the FSPP that Transact has designed and

customized, as applicable, for Customer (together “Marketing Materials”). Customer shall not use any Marketing Materials, nor make any representations or warranties, regarding the FSPP Module except for those provided, or approved in writing, by Transact. Transact and Customer may agree to engage in a marketing campaign (“Campaign”) setting forth the types and timing of marketing efforts that Transact reasonably believes should be used to market the FSPP to Payors based on its experience. Customer agrees to provide and/or update Transact with those data elements required to send email messages to students regarding the FSPP Module prior to any email marketing campaign launch, to be used for the limited purposes of contacting students regarding the Campaign and otherwise administering the FSPP Module. Customer agrees that Transact is a “school contractor” with legitimate educational interests under the Family Educational Rights and Privacy Act. Notwithstanding the foregoing, Customer agrees that, so long as Transact complies with all applicable laws and regulations, Transact may market the FSPP Module offered by Transact to Payors.

b. Payor Fees. Fees for the FSPP Module will be assessed per enrollment and are charged directly to Payors. In addition to the enrollment fee and Customer Fee Revenue, if applicable, Payors may be assessed late fees and NSF fees, subject to change in accordance with State laws. These fees are assessed when a student makes a payment in an amount above what is available in Payor’s designated financial account. Transact offers standard payment plans available in monthly increments. Any Payor payment to Customer by credit card, debit card, or ACH will be processed through Payment Processing Services Modules, and the terms set forth in Section 10.4.9 of this Transact Payments Schedule will also apply. Customer authorizes Bank to deduct from Customer’s depository account and remit to Transact an administrative service charge equal to the amount of fees Customer collected from Payors in connection with the FSPP Module on a regular basis. Transact will collect and hold all fees in a depository account that is opened at Bank on Customer’s behalf. In the event Payor is due a refund of the enrollment fee or any other fee related to the FSPP Module for any reason, Customer shall pay any such amounts to Payor, and Transact will retain the fees previously received. Customer may not close any depository account or otherwise provide instructions to Bank without Transact’s prior knowledge or consent. Any attempt to close a depository account without express approval by Transact shall be a material breach of this Agreement.

c. Termination of FSPP Module. Except where Customer may terminate the Master Agreement by right, as set forth in the Master Agreement, should the Customer terminate the Master Agreement or the FSPP Module, Customer shall pay Transact the annual enrollment fee volume for the twelve (12) month period preceding termination of the Master Agreement or the FSPP Module.

d. Role of Transact. As it relates to the FSPP Module, Transact is not a lender, retail seller, or debt collector. Transact is solely a software and administrative services provider to Customer. Transact neither assumes nor is responsible for any credit risk borne by Customer in providing such software and services to Customer. Any contracts or disclosures provided by Transact to Customer for use in offering the FSPP Module to Payors are for example only, and Customer is responsible for ensuring the final contract or disclosure complies with applicable law.

10.5 Fees & Payment.

10.5.1 Annual Customer Fees. Customer shall pay the fees specified in the Order Form.

10.5.2 Suspension of Service. If Customer’s account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Transact reserves the right to suspend the Transact Payments Service provided to Customer, without liability to Customer, until such amounts are paid in full.

10.5.3 Outstanding Fees. Termination of the Master Agreement or any Module under this Transact Payments Section pursuant to the provisions set forth in the Master Agreement or this Transact Payments Section will not relieve Customer of its obligation to pay Transact for fees accrued or payable to Transact prior to the effective date of termination and for any chargebacks, refunds, payment reversals or other charges applicable with respect to a payment transaction that was completed through a Module prior to termination.

10.6 American Express® Card Acceptance Terms. If Customer does not use American Express for processing transactions, then this section shall not apply. If Customer does utilize American Express for processing transactions then the following terms required by American Express are applicable. Customer shall comply with all applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide on American Express’ website. Customer is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party. Customer

acknowledges American Express is a third-party beneficiary to this Agreement. However, American Express does not have any obligations, to the Customer's Agreement and subsequent addendums between Customer and Transact and, as such, American Express has the express right to enforce the terms of the Agreement against the Customer. Customer warrants that it does not hold third-party beneficiary rights to any agreements between Transact and American Express and at no time will attempt to enforce any such agreements against American Express. CUSTOMER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

11. SECURITY SOLUTIONS (INCLUDING SECURITY MANAGEMENT SYSTEM)

- 11.1** **Installation.** If you purchase any access control, video surveillance, or monitoring hardware ("Security Hardware"), you agree that we are simply a provider of the Security Hardware. We do not directly install the Security Hardware, but you may request that we retain a third-party to provide such installation services. The fee for the installation services will be set forth in the appropriate SOW, quote, or order form. We are not responsible for any actions or omissions of any contractor, subcontractor, or installer related to the installation of the Security Equipment, regardless of whether the contractor, subcontractor, or installer is hired by us or you. If you require us to contract with a specific general contractor or installer with respect to the installation of the Security Hardware, you agree to indemnify us for any claim, suit or proceeding brought against us by the general contractor or installer or any other third party in connection with that agreement, except where such claim, suit, or proceeding arises out of our direct conduct or omission.
- 11.2** **Limitation of Liability.** Transact is not a security company or an insurer, nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. All recommended or necessary insurance, if any, will be obtained by Customer. The amounts payable by Customer are not sufficient to warrant Transact's assuming any risk of consequential, collateral, incidental or other damages to Customer due to any access control, video surveillance, or monitoring Software, Equipment, including Security Hardware, or SaaS Services (collectively, "Security Solution"), its installation, or the use thereof, or any deficiency, defect or inadequacy of the Security Solution or due to Transact's negligence or failure to perform, except as specifically provided for in this Agreement. Customer agrees that Transact will not be liable for loss or damage due directly or indirectly to any occurrences or consequences therefrom which the Security Solution is designed to detect or avert. **IN NO EVENT WILL WE BE RESPONSIBLE FOR FAILURE OR OUR SECURITY SOLUTIONS, OR ACTIONS OR LACK OF ACTION TAKEN TO PRESERVE LIFE OR PROPERTY, OR TO PREVENT HARM TO PROPERTY OR INJURY TO ANY PERSON.** You agree that your primary recourse in the event of any actual or potential threat to person or property should be to contact 911 or equivalent fire, police, emergency medical, and public health personnel ("First Responder Services") and that the Security Solution is not intended to replace First Responder Services.
- 11.3** **Statement of Work.** Customer agrees to comply with the terms and conditions of the Statement of Work related to the Security Solutions.
- 11.4** **Reseller.** Where we serve as a reseller of Security Hardware, you agree to comply with the terms and conditions set forth by the original manufacturer of such Security Hardware, which shall be provided to you by us.

12. MOBILE CREDENTIAL SERVICE

12.1 **Mobile Credential Service Definitions.** The following definitions apply only with respect to this Mobile Credential Service Section.

"**Account**" means an account under which a User may initiate a Payment Transaction or Access Transaction pursuant to a User Agreement. "**Credential**" means a Customer-issued identification.

"**Customer Data**" means information related specifically to any Account, Credential, or User that is obtained, generated or created by or on behalf of Customer in connection with Account establishment, processing, and maintenance activities, customer service, and transaction data.

"**Information Security Breach**" means any person or entity has breached security measures or gained unauthorized access to any Customer Data.

"**Payment Transaction**" a monetary transaction funded by a stored value balance in a User Account or a meal plan transaction.

"**User**" means an individual or legal entity that has entered into, with Customer, a User Agreement and an agreement establishing a User Account.

"**User Account**" means an account that (a) is personalized with personally identifiable information, including name, campus identification number and e-mail address, (b) specifies access rights and authorizes/declines attempts to conduct Access Transactions, (c) manages stored value balances and authorizes/declines attempts to conduct Payment Transactions, (d) records transaction history.

"**User Agreement**" means an agreement between a User and a Customer that governs the use of a Customer-issued identification credential.

12.2 **Transact Mobile Credential Service.** Subject to the terms and conditions of this Agreement, including the payment of the fees set forth in Section 12.3 below and in the Order Form, Transact will provide to Customer the Transact Mobile Credential service. The Transact Mobile Credential Service allows a User to securely provision a Customer-issued identification to supported mobile devices (each a "Device"), allowing the User to use a Device in a contactless manner in place of a physical identification card for on- and around-campus transactions, as well as gain access to specified buildings, rooms, facilities, or other physical spaces.

12.3 **Fees.** Customer agrees to pay Transact an annual fee per mobile credential that is provisioned by a User ("**Annual Fee**"). Transact will provide Customer with an invoice monthly, quarterly, or annually, as determined by Transact in its sole discretion, which sets forth the total amount of Annual Fees due for such time period. Customer acknowledges that the total amount of Annual Fees due for such time period may exceed the total set forth in the Order Form based on actual usage of the Transact Mobile Credential Service.

12.4 **Customer Obligations.** To enable Transact to provide the Transact Mobile Credential Service, Customer agrees that it shall: (a) Support the minimum technical requirements for the Transact Mobile Credential Service as provided by Transact to Customer; (b) Maintain an active subscription to Transact's eAccounts services including Web Deposits Service; (c) Maintain a registered International Organization for Standardization (ISO) number with the American National Standards Institute (ANSI) associated with mobile credentials provided by Customer; (d) Provide to Transact on a monthly basis, or as otherwise requested by Transact, the data identified in Exhibit A and/or Exhibit B to this Schedule in a format that is acceptable to Transact.

12.5 **Breach.** Transact will notify Customer if Customer is in breach of any of its representations, warranties or obligations under this Schedule (which include, for the avoidance of doubt, Customer's compliance with those requirements set forth in Exhibits A and B). Customer shall use good faith efforts to cure such breach within 15 days (except in the case of an Information Security Breach, in which case the Customer will use good faith efforts to immediately cure the Information Security Breach) ("Cure Period"). If, after the Cure Period, Customer has not cured the breach, then Transact shall not be required to provide the Transact Mobile Credential service for any affected Devices. Customer also acknowledges and agrees that any violation of the requirements set forth in Section 4 or Exhibits A or B shall be grounds for the applicable Licensor to prohibit the provisioning of Credentials to its Devices.

12.6 Licensor Requirements.

12.6.1 **iOS-Based Devices.** Transact's provision of the Transact Mobile Credential service for iOS-based Devices is contingent on the approval and authorization by Apple Inc. ("Apple") to provide such service for iOS-based Devices. For so long as Customer allows Users to provision a Customer-issued identification to an iOS-based Device, Customer agrees to comply with the terms of Exhibit A. Customer specifically acknowledges that the terms set forth in Exhibit A and any addenda or documents attached thereto or referenced therein are required to be incorporated herein by Apple, and further, that if Apple requires Transact to implement any change to the terms set forth in such Exhibit or any such addenda or documents, Transact hereby reserves the right to modify such terms effective upon notice from Transact to Customer. Further, if Apple makes any updates to any external

documents incorporated by reference therein, such updates will be binding on the parties effective as of the effective date of such updates.

12.6.2 Android-Based Devices. Transact’s provision of the Transact Mobile Credential service for Android-based Devices is contingent on the approval and authorization by Google LLC (“Google”) to provide such service for Android-based Devices. For so long as Customer allows Users to provision a Customer-issued identification to an Android-based Device, Customer agrees to comply with the terms of Exhibit B. Customer specifically acknowledges that the terms set forth in Exhibit B and any addenda or documents attached thereto or referenced therein are required to be incorporated herein by Google, and further, that if Google requires Transact to implement any change to the terms set forth in such Exhibit or any such addenda or documents, Transact hereby reserves the right to modify such terms effective upon notice from Transact to Customer. Further, if Google makes any updates to any external documents incorporated by reference therein, such updates will be binding on the parties effective as of the effective date of such updates.

12.6.3 If any of the above referenced licensors of Device operating systems (each a “Licensor”) (1) does not provide the necessary approval and/or authorization for Transact to provide the Transact Mobile Credential service for such Licensor’s Devices; or (2) withdraws its approval and/or authorization for Transact to provide the Transact Mobile Credential service for such Licensor’s Devices at any time after it is granted, Transact shall not be required to provide the Transact Mobile Credential service for such Licensor’s Devices and shall not be liable to Customer for any damages, losses, claims, or expenses arising from such suspension of the Transact Mobile Credential service for such Devices.

12.7 **Warranty and Indemnification.** Customer represents and warrants that: (i) it will comply with all applicable Laws and contracts in use of the Transact Mobile Credential Service; (ii) it will not permit any third party except an User to use the Transact Mobile Credential Service; and (iii) it will not use the Transact Mobile Credential Service in combination with products or services not provided by Transact or permitted by this Schedule, or in a manner for which the Service was not designed, which would cause the Transact Mobile Credential Service to infringe on a third party intellectual property right. In addition to the other indemnification obligations set forth in this Agreement, except as prohibited by Oklahoma law, Customer agrees to defend, indemnify and hold harmless Transact and each applicable Licensor against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys’ fees) in connection with any claim or action that arises from Customer’s breach of its representations, warranties, or other obligations under this Schedule.

Exhibit A – Additional Terms Applicable to iOS-Devices

Further, for so long as Customer allows Users to provision a Customer-issued identification to an iOS-based device, Customer agrees to the following conditions:

- a. Customer will comply with the terms and conditions set forth in the Guidelines for Contactless Campus ID Cards in Wallet (“Guidelines”), which shall be provided to Customer by Transact.
- b. Absent prior written notice to Transact, Customer shall not implement changes to its systems, procedures, processes or functionality, which, as the case may be, may reasonably be expected to result in changes to or otherwise impact: (i) the technology owned, conceived, reduced to practice, authored, or otherwise created or developed by Apple that enables Users to make payments and access other related services, including accessing a physical space, using Apple products (“Apple Pay Technology”); (ii) the manner in which Customer-issued identification (each a “Credential”) are provisioned on the Apple Pay Technology, or (iii) the manner in which Credentials provisioned to an iOS-based device function or are processed on the Apple Pay Technology (these changes to systems, procedures, processes or functionality shall be referred as to “System Changes”). In addition, and not by way of limitation, Customer shall notify Transact not less than ninety (90) days prior to any System Changes that Customer reasonably believes will disable core functionality of the Apple Pay Technology or introduce material additional security exposure to Apple, merchants and consumers and provide support to Transact to work in good faith with Apple to address any bona fide concerns of Apple with regard to such proposed change. If Apple objects to any System Changes, the System Changes shall not go forward until the objection is resolved.
- c. Customer shall authorize Transact to provide Apple with the identifiers for credentials assigned to any Credentials issued by Customer.
- d. Customer shall ensure that all Users will be offered the ability to receive a Credential that has been provisioned to an iOS-based device (“iOS Provisioned Credential”) so that such device may be used to make a monetary transactions funded by a stored value balance in a User Account or a meal plan transaction (“Payment Transaction”) or to gain access to a physical space or utilize a service controlled or provided by an entity that controls (i) access to physical spaces in the United States or such other location agreed to by Transact and Apple, such as facilities on Customer’s campus and/or (ii) facilitates payment for designated goods and services from stored value payment credentials (“Access Transaction”).
- e. Customer shall ensure 100% contactless mobile student credential acceptance across all use cases supported by the student card, unless an exception and remediation plan has been agreed between Transact, Apple, and the customer.
- f. Customer shall ensure that an Apple approved decal or equivalent messaging is present on all readers making clear that an iOS Provisioned Credential can be used to transact for payment or access. All branding shall be in line with Apple guidelines.
- g. Customer shall ensure that Apple Pay is an accepted payment method for any payment terminals that accept credit or debit cards, for any e-commerce channels, including mobile order ahead, made available, or supported, by Customer, and for tuition payment if credit and/or debit cards are accepted.
- h. Customer shall feature Mobile Student ID in Apple Wallet as part of their new student orientation process, in line with Apple’s guidelines.
- i. Customer shall not charge Users any additional fees related directly to and solely associated with the provisioning of mobile credentials on Apple devices.
- j. Customer agrees not to assert any claim for infringement, misappropriation or violation of any patent rights or other intellectual property rights with respect to the Apple Pay software (including the operation of the Apple Pay software and the making, issuing, processing, and acquisition of transactions for credit Credentials, debit Credentials and prepaid Credentials on the Apple Pay software) against any person or legal entity participating in the Apple Pay software.
- k. In no event will Customer promote or advertise the launch of a Credential service, other than the Apple Pay Technology, that enables the use of an access credential for the purposes of accessing a physical location or conducting a payment transaction on personal electronic devices (a “Competing Platform”) in conjunction with an Apple-led initiative such as a press releases or marketing campaign. If Customer intends to market a Competing Platform, Customer shall not launch such marketing until thirty (30) days following the launch of an Apple-led initiative. Apple will make commercially reasonable efforts to inform Customer on the timing of Apple led initiatives. Apple acknowledges that Customer will support mobile credentials on Competing Platforms. Customer shall promptly notify Transact if it is notified by any domestic or foreign, federal, state, provincial, municipal or local government, any political subdivision thereof or any entity exercising executive,

legislative, judicial, regulatory, or administrative functions of or pertaining to government, regardless of form, including any agency, bureau, court, tribunal, or other instrumentality (“Governmental Authority”), or otherwise reasonably believes, upon advice of counsel, that it is not complying with any law applicable to Customer (“Applicable Law”) due to the processes used by Apple, Transact or Customer, for use and provisioning of Credentials using the Apple Pay Technology.

- I. Customer shall promptly notify Transact if it discovers that any person or entity has breached security measures relating to the Apple Pay Technology, or gained unauthorized access to any data supplied by Apple to Transact for the purpose of facilitating a provision path decision process (“Apple Provisioning Data”) or information related specifically to any account under which a User may initiate a Payment Transaction or Access Transaction pursuant to a User agreement (“Account”), Credential or User that is obtained, generated or created by or on behalf of Customer in connection with Account establishment, processing, and maintenance activities, customer service, and transaction data (“Customer Data”) (“Information Security Breach”) or if it receives a written supervisory communication, written guidance or written direction from a Governmental Authority that requires a modification to or suspension of the provision of Credentials on iOS-based devices. Upon any discovery of an Information Security Breach for which Customer is responsible, the Customer will, at its cost, (i) appropriately investigate, remediate, and mitigate the effects of the Information Security Breach and (ii) provide Transact and Apple with assurances reasonably satisfactory to such party that appropriate measures have been taken to prevent such Information Security Breach from recurring.
- m. Upon any discovery of an Information Security Breach for which Transact is responsible, Transact will, at its cost, (i) appropriately investigate, remediate, and mitigate the effects of the Information Security Breach and (ii) provide Customer with assurances reasonably satisfactory to such party that appropriate measures have been taken to prevent such Information Security Breach from recurring.
- n. Transact represents that it has obtained a covenant from Apple (i) to notify Transact if Apple experiences an Information Security Breach relating to the Apple Pay Technology and (ii), at its cost, to (A) appropriately investigate, remediate, and mitigate the effects of the Information Security Breach and (ii) provide Transact with reasonable assurances that appropriate measures have been taken to prevent such Information Security Breach from recurring. Additionally, if and to the extent any Information Security Breach or other unauthorized access, acquisition or disclosure of User PII, Apple Provisioning Data, or Program Manager Provisioning Data occurs and Transact reasonably determines that notices or other remedial measures (including notice, credit monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) are warranted, subject to section 6(g) below, Apple has agreed that, upon Transact’s reasonable request, it undertake such notices and remedial actions.
- o. Additionally, if and to the extent any Information Security Breach or other unauthorized access, acquisition or disclosure of User personally identifiable information (“PII”), Apple Provisioning Data, or any data supplied by Transact to Apple for the purpose of facilitating a Customer’s provisions path decision process (“Transact Provisioning Data”) occurs and if Transact or Apple reasonably determines that notices or other remedial measures (including notice, credit monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) are warranted, Customer will, at its cost and expense, upon Transact’s or Apple’s reasonable request, undertake such notices and remedial actions. Except as required by Applicable Law, Customer shall not make any public announcement in respect of an Information Security Breach for which Apple or Transact is responsible unless and until it shall have consulted with and have obtained the approval of the responsible party.
- p. Any fraud directly related to a mobile credential must be reported to Transact promptly following discovery. If corrective action is not taken by Customer in a timely manner, Apple may suspend the provision of Credentials on iOS-based devices and neither Apple nor Transact shall be liable to Customer for any damages, losses, claims, or expenses arising from such suspension.
- q. Customer shall be responsible to Transact for any amount paid by Transact or its affiliates, service providers, contractors, subcontractors, or merchants for any unauthorized Payment Transaction or Access Transaction (“Unauthorized Transaction”), unless any such Unauthorized Transaction occurred due to Transact’s or its affiliates’, service providers’, contractors’, subcontractors’, or merchants’ willful misconduct or grossly negligent acts or omissions.
- r. If required by Transact, Customer shall support Users with provisioning Credentials, the use of iOS Provisioned Credentials, and any activities of Transact in connection with such Credentials.
- s. As deemed necessary by Apple, Customer will supply, via Transact, a maximum of 15 Credentials for testing purposes. Subject to approval by the Customer, additional Credentials may be requested by Apple. Test credentials are not subject to any Annual Fees.
- t. Non-Discrimination:

- Customer shall not, process or decline Payment Transactions or transactions to access a physical space, the monetary amount of any adjustment to a payment transactions or transactions to access a physical space, or activate, suspend or cancel Credentials or Accounts, in a manner that discriminates against Payment Transactions or Access Transaction, Credentials or Accounts on the basis of the provision of Credentials on iOS-based devices.
 - Customer shall provide customer service for the provisioning of Credentials, the use of iOS Provisioned Credentials, and the activities of Customer in connection with Credentials, on parity with the level of customer service that Customer and Transact provides for Competing Platforms as well as comparable inquiries on transactions conducted with physical Credentials.
 - Customer shall offer any loyalty rewards, points, discounts and cash back benefits in connection with the use of iOS Provisioned Credentials on parity with the incentives offered on (i) physical Credentials issued by Customer or (ii) digital credentials Customer offers for Competing Platforms.
- u. For provisioning of Credentials, Customer shall:
- Implement clear and User-friendly provisioning methods for Users in accordance with the reasonable instructions provided by Apple.
 - Ensure that all Credentials offered by Customer are capable of being provisioned into an iOS-based device;
 - Include terms and conditions relevant to the provision of Credentials on iOS-based devices in Customer's terms and conditions in the manner set out in the Apple Pay Technology implementation and operation guidelines provided from time to time by Apple;
 - Ensure that nothing contemplated under this Agreement will result in a breach by a User of a User Agreement, including amending its User Agreements if required to ensure there is no such breach;
- v. Customer shall support Users pursuant to the following:
- Support Users with provisioning Credentials, the use of iOS Provisioned Credentials and any activities of Transact in connection with such Credentials ("Card-Related Inquiries").
 - Maintain a reasonably adequate number of appropriately trained staff to service Card-Related Inquiries.
 - Ensure that the level of customer service (both in quality and the types of transactions that can be supported) provided by Customer for iOS Provisioned Credentials is the same as Customer provides for credentials on Competing Platforms and for physical Credentials.
- w. Marketing and Branding
- Upon Customer's prior written consent, Customer may permit Apple to issue a press release announcing the provisioning of Credentials on iOS-based devices at Customer's campus.
 - Except as reasonably required by Applicable Law, Customer shall not disclose any metrics regarding Apple Pay Technology or the provisioning of Credentials on iOS-based devices ("Apple Metrics") without Apple's prior written consent.
 - Customer may use trademarks, service marks, trade dress, logos, taglines, slogans, product names, any other similar intellectual property, registered or unregistered, directly or indirectly owned by or licensed to Apple and its affiliates anywhere in the world ("Apple Marks") on a royalty-free basis, solely for the purposes of announcing and promoting the provisioning of Credentials on iOS-based devices at Customer's campus subject in all cases to Apple's prior review and written consent. All such use of the Apple Marks by Customer shall be in accordance with the guidelines set out at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html> plus any additional marketing and use guidelines provided by Apple in writing. In the event Customer wishes to use the Apple Marks in any paid advertising, Customer must first obtain Apple's written consent (including by email) for such advertising.
 - Upon written consent by an authorized representative, Customer will provide Apple with its relevant trademark(s) and/or logo(s) (the "Customer Marks"). Upon authorization, Customer shall grant Apple and its affiliates (and their agents and contractors acting on their behalf), during the term of this Agreement, a non-exclusive, non-transferable, worldwide, royalty-free, license to use, reproduce, and display Customer Marks as follows:
 - i. in connection with the use and display of the Apple Pay Technology in Apple Products, including the right to embed and display Customer Marks within such Apple products;
 - ii. in the marketing, advertising and promotion of the availability of the Apple Pay Technology in Apple products in any medium, including the right to use screen shots and images of Customer Marks as they may be used in the Apple Pay Technology, including but not limited to use in instructional materials, training materials, marketing materials, and standard advertising in any medium; and
 - iii. in a publicly disclosed list of all campuses that allow the provisioning of institution-issued identification on iOS-based devices.

- Any use of a Customer's Marks will be at Apple's discretion (i.e., Apple shall have no obligation to display or use any Customer Marks, commercial designations or slogans on any Apple products or services or Apple marketing materials for such products and services). All use of Customer's Marks shall be in accordance with the Customer Trademark Guidelines as shared by the customer.
- x. Confidentiality; Data Protection
 - Customer agrees to provide Transact and Apple the data identified in Addendum A-1 to this Exhibit, provided Transact shall be responsible for developing the data extract necessary to enable such reporting.
 - Customer expressly agrees to provide User PII, including detailed transaction data, directly to Apple products that have been enabled to store and/or transmit iOS Provisioned Credentials ("Enabled Devices") in accordance with the Apple Pay Technology implementation and operation guidelines provided from time to time by Apple and according to the User's preferences to the extent such provision is allowed under Applicable Law.
 - Customer permits Apple to use Customer Data for purposes of (1) performing its obligations and exercising its rights under its agreement with Transact, and (2) improving the Apple Pay Technology and other Apple products or technology used internally by Apple in connection with Apple products.
 - In addition to the terms and conditions set forth the Master Terms concerning the protection of confidential information, with respect to the Transact Mobile Credential service for iOS-based devices, the following terms shall also apply: (a) the term "Confidential Information" shall also include the Guidelines and any other information, communications, documents, or data concerning the Apple Pay Technology; and (b) Customer shall not disclose Confidential Information except to its employees who are bound to a written agreement that prohibits unauthorized disclosure or use of Confidential Information.
- y. Customer shall be responsible for the management of the relationship with Users, including being responsible for:
 - The decision to approve or deny provisioning of Credentials to an Enabled Device.
 - The right to decline the use of an iOS Provisioned Credential to make Payment Transactions or Access Transactions (where technically possible to do so).
 - The on-going management and operation of an Account, including any Account associated with an iOS Provisioned Credential ("Provisioned Account"), including whether any Account, including any Provisioned Account, should be suspended or deactivated at any time.
 - Providing all payment and access services to Users in connection with iOS Provisioned Credentials.
- z. Capitalized terms defined in this Exhibit A will have such respective meanings only for the purposes of this Exhibit A and each applicable addendum hereto.

Addendum A-1 to Exhibit A – Additional Terms Applicable to iOS-Devices: Required Reporting (Apple)

The following data will be provided by Customer:

1. Number of Provisioned Credentials by Account Type
2. Spending Volume and Transaction Count by Account Type
 - a. Transaction Count of Access Transactions
 - b. Spending Volume and Transaction Count of Payment Transactions
 - c. Share of Apple transactions vs. Competing Platforms
3. Total Number of “Live” Credentials. “Live” Credentials are defined as Credentials that have been provisioned and are “live” on a device but do not necessarily have to have any transaction (or be an Active Credential)
4. Monthly Active Credentials
 - a. Monthly Active Credentials are defined as Credentials that have been provisioned and have at least 1 transaction in the last month.
 - b. Transactions to include Access Transactions and Payment Transactions.
 - c. Report should also break down the number of accounts active by Access Transactions only, Payment Transactions only, and Active Credentials that have both Access and Payment Transactions.
5. Frequency Metrics by Account Type
 - a. Frequency of usage for access transactions
 - b. Frequency of usage for Payment Transactions
6. Fraud Metrics by Account Type
 - a. Spending Volume and Transaction Count fraudulent of Transactions
 - b. Count of provisioned accounts experiencing fraudulent transactions
7. Reload. Spending Volume and Transaction Count of Reloads by Apple Pay and other methods
8. Campus Apple Pay Usage. Spending volume and transaction count of Apple Pay transactions on Campus

Report	Field
Transact Trend Metrics	Payment Transactions by Account Type
	Payment Transaction Spend by Account Type
	Access Transactions by Transaction Type by Account Type
	Payment Transactions by Transaction Type by Account Type
	Monthly Active Credentials by Account Type
	Total “Live” Credentials by Account Type
	Total Provisioned Credentials by Account Type
	<i>Active Credentials are those used at least once in the reporting month</i>
Reload Metrics	Total number of reload transactions by Account Type by Reload Method
	Total volume of reload transactions by Account Type by Reload Method
	Total number of “Live” Credentials reloaded in Month by Account Type by Reload Method
Payment Usage Frequency Metrics	Total number of “Live” accounts transacting (never)
	Total number of “Live” accounts transacting (1,2,3,4,5....)
Access Usage Frequency Metrics	Total number of “Live” accounts transacting (never)
	Total number of “Live” accounts transacting (1,2,3,4,5....)
Monthly Purchase Fraud Metrics	Total Number of Fraudulent POS Transactions by Account Type
	Total Volume of Fraudulent POS Spend by Account Type
	Total Fraudulent Provisioned Accounts by Card Type detected in the reporting month
	Total Fraudulent Provisioned Accounts by Card Type detected to date
Purchase Decline Metrics	Total Number of POS Transactions by Account Type by Transaction Size Bucket
	Total Number of Declined POS Transactions by Account Type by Transaction Size Bucket
	Percentage of POS Transactions that are declined by Transaction Size Bucket (Physical Card)
Apple Pay (Payment – Credit/Debit) Metrics	Top 100 Campus Merchants/Categories accepting Apple Pay, Transactions, and Spend Amount by Account Type ranked by number of Transactions

All reports to be delivered monthly, as indicated in the table above, will be delivered on the 10th of each month, in conjunction with any fee reports due. If reports cannot be delivered on time, the parties will discuss and decide on a new deadline.

Exhibit B – Additional Terms Applicable to Android-Devices

Further, for so long as Customer allows Users to provision a Customer-issued identification to an Android device, Customer agrees to the following conditions:

- a. **Definitions.** The following capitalized terms will have the respective meanings only for the purposes of this Exhibit B and each applicable addendum hereto:
 - “Access Transaction” means the use of a Provisioned Credential through an Enabled Device to gain access to a physical space or utilize a service controlled or provided by Customer.
 - “Account” means any account under which a User may initiate (i) an Access Transaction or (ii) a Payment Transaction.
 - “Applicable Law” means all laws (including common law), codes, statutes, rules, regulations, published standards, permits, judgments, writs, injunctions or rulings that apply to Transact, Customer and/or Google (as appropriate).
 - “Credential” means any digital or virtual card, account access device, or payment device accessing an Account issued by Transact on behalf of Customer for the purposes of initiating a Transaction.
 - “Customer Data” means all information related specifically to an Account, Credential and/or User that is obtained, generated or created by or on behalf of Customer in connection with Account establishment, processing and maintenance activities, customer service, and transaction data (such as transaction date, transaction time, merchant name, amount, industry category, industry code, location, status of transaction, and user entry/exit).
 - “Enabled Device” means a compatible Android-operated mobile device that has been enabled to store and/or transmit Provisioned Credentials.
 - “Google Solution” means that particular Google product that enables Users to make payments and access other related services, including accessing a physical space or Customer’s services, using Enabled Devices provisioned with Provisioned Credentials.
 - “Governmental Authority” means any domestic or foreign, federal, state, provincial, municipal or local government, any political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, regardless of form, including any agency, bureau, court, tribunal, or other instrumentality.
 - “Payment Transaction” means a monetary transaction that is being made using a Provisioned Credential funded by a stored value balance in a User Account.
 - “Program” means Customer’s participation in the Google Solution for the purpose of provisioning Provisioned Credentials to Users to enable them to make Transactions.
 - “Provisioned Account” means an Account that is associated with a Provisioned Credential.
 - “Provisioned Credential” means a Credential that has been provisioned to an Enabled Device so that the Enabled Device may be used to make Transactions using such Provisioned Credential.
 - “User Account” means an Account that (a) is personalized with the User’s personally identifiable information, including name, campus identification number and e-mail address, (b) specifies access rights and authorizes/declines attempts to conduct Access Transactions, (c) manages stored value balances and authorizes/declines attempts to conduct Payment Transactions and (d) records Transaction history.
- b. **User Management and Support.** Customer will be responsible for managing the relationship with Users with respect to their Credentials and their Accounts, including being responsible for:
 - the decision to approve or deny provisioning of Credentials to an Enabled Device;
 - the right to decline the use of a Provisioned Credential to make Transactions (where technically possible to do so);
 - the on-going management and operation of the Account, including any Provisioned Account, including whether any Account, including any Provisioned Account, should be suspended or deactivated at any time; and providing all payment and access services to Users in connection with Provisioned Credentials; and
 - providing contact details to Users for User support (e.g. a URL, call center number, etc.).
- c. **Marketing.** Customer will:
 - require that all Users in its organization will be offered the ability to receive a Provisioned Credential by default;
 - require that a decal or equivalent messaging is present on all readers making clear that a Provisioned Credential can be used for transactions;
 - present the Credentials as part of the new student orientation process (e.g., enrollment kit, orientation sessions);
 - market the Program to students using a "mobile-first" approach;
 - create knowledge base and other support-related assets to assist Users with provisioning and other

functions; and

- host tabling events during the semester to encourage follow-on adoptions.
- d. **Data.** Customer hereby acknowledges and consents to Transact collecting and providing to Google, and to Google receiving and using the Customer Data for Google (1) to perform its obligations and exercise its rights under its agreements with Transact, (2) to detect and address fraud and perform risk mitigation functions, (3) to comply with applicable law and regulations, (4) to respond to regulatory and government inquiries, (5) to improve and promote the use of Google products, technology and services, whether distributed by Google or used internally by Google or a Google affiliate, including by (A) presenting relevant data to Users (such as Transactions using their Enabled Device or remaining stored value of Provisioned Credentials) and (B) using relevant data to develop learning algorithms (e.g., to trigger relevant notifications and suggestions to Users based on repetitive behaviors), (6) to create business performance reporting not for dissemination or distribution to third parties, and (7) otherwise in accordance with Google's applicable privacy policy, provided that Google will be responsible for obtaining a User's consent to use a User's data in accordance with Google's privacy policy.
- e. **Regulatory Guidance.** In the event that Transact, Customer, or Google (the "Directed Party") receives a written supervisory communication, written guidance or written direction from a Governmental Authority ("Regulatory Guidance") that requires a modification to or suspension of the Program or Customer's participation therein in less than thirty (30) days, the Directed Party shall: (i) promptly memorialize such Regulatory Guidance in writing and, with the consent of the Governmental Authority issuing the Regulatory Guidance, if such consent is required by Applicable Law or practically required, deliver such writing to the other party, and (iii) use practically reasonable efforts to clarify with the applicable Governmental Authority that the expedited action is required. Upon fulfillment of the foregoing (provided, however, that (i) is not required to be fulfilled if the Directed Party could not obtain the consent of the Governmental Authority despite its good faith and commercially reasonable efforts to obtain such consent), the Directed Party shall have the right to immediately suspend the Program or Customer's participation therein, and the other party shall cooperate with the Directed Party to take any actions reasonably required to effect the suspension (where a Governmental Authority is involved, subject to the parties agreeing on disclosure to each other pursuant to a common interest agreement between the parties on reasonable terms and conditions). Any such suspension shall be limited to the narrowest extent required (including scope and duration) by the Regulatory Guidance.
- f. **Non-discrimination.** Customer will not intentionally discriminate against the Google Solution relative to other mobile solutions Customer supports and that perform similar functions to the Google Solution, including with respect to the following: (i) prominence in Customer's placement and its listing of the mobile solutions supported by Customer, (ii) customer service provided to end users of the solutions, (iii) launches of Credentials and promotions of such launches, (iv) provisioning and risk-related decisions and models, and (v) the user experience. Customer will ensure that launches of Customer's Credentials in the Program occur at substantially the same time as similar launches on other mobile solutions, and Program launches are promoted in substantially the same way as similar launches on other mobile solutions; provided, however, that nothing herein will limit Customer from participating in a limited duration promotion with a third-party mobile solution. In addition, Customer will provide customer service for the provisioning of Credentials, the use of Provisioned Credentials, and the activities of Customer in connection with Credentials, on parity with the level of customer service that Customer provides for physical Credentials.
- g. **Customer Service.** Customer will provide support to Users for provisioned passes on devices via existing customer support channels (e.g. website, Android mobile app, call center, in-person, etc.).

Addendum B-1 to Exhibit B – Additional Terms Applicable to Android-Devices: Required Reporting (Google)

Customer Data Element	Example
University Logo	The university/organization logo but hosted by the Google Solution.
Colors	Designed by the University/organization for providing branding for the card UI.
Full card art	Designed by the university/organization following Google Card art design guidelines.
Rich campus photo	Designed by the university/organization following Google rich campus photo guidelines.
First name	The user's first name. Used for potential sanctions screening.
Last name	The user's last name. Used for potential sanctions screening.
Middle name (optional)	The user's middle name. Used for potential sanctions screening.
Full name	Used for display purposes only.
Photo	The university/organization's headshot of the student, but hosted by the Google Solution. Used for display purposes on the Card UI.
User ID number (optional)	A number identifying the student with the university/organization.
User Date of Birth (optional)	Used for display purposes.
Other System Account Identifiers, eg. library card number (optional)	Used for display purposes to aid the user.
User Role (eg. Student, faculty) (optional)	The User's role at the university, for example student, faculty, etc.
Issue date (optional)	Start date the card was valid from. This may be different from the date that the ID was added to a mobile wallet.
Expiration date (optional)	End date for the card validity.
Relevant contact information	University/organization customer support contact information (eg. the card office phone number)
University/organization Terms of Service Link	A link to a site with terms of service that can be displayed in a webview.
University/organization name	The complete name of the university or organization issuing mobile credentials.
Link to Transact and/or Customer Mobile App	A link to the app so that the user can download the app (if they have deleted it for some reason).
Direct link to the ID card management in Transact and/or Customer Mobile App	A link to the card management in the provider mobile app so that users can quickly manage their cards (eg. add to their balances).
Meal balance (optional)	Each balance should include: display name, unit (eg. micros, meals), amount.
Declining balance (optional)	To display the user's declining account balance. The display will show the account name and balance.
Any other relevant account balances (optional)	To display the user's other relevant account balances. The display will show the account name and balance.

ATTACHMENT C - TRANSACT INTERNATIONAL PAYMENTS SCHEDULE

This Transact International Payments Schedule (the "**Schedule**") is in connection with the Order Form and Master Agreement (the "**Agreement**") entered into by and between Transact Campus Inc. ("**Transact**"), and the counterparty who has agreed the terms of that Agreement ("**Customer**"). The purpose of this Schedule is to comply with regulatory requirements that Customer be a signatory to an agreement with TransferMate Limited, and its wholly owned network of globally Regulated Payment Institutions ("**Servicer**"). All Services provided by Servicer shall be governed by this Schedule, which expressly incorporates certain terms from the applicable Agreement, and if applicable, the Onboarding Form. Customer, through its relationship with Transact, agrees to comply with and be bound by the terms below:

1. The following definitions apply only with respect to this Transact International Payments Services Section.

"**Agent**" means any person, firm or company who submits a Registration Form on behalf of an End User on the Registration Site.

"**Data Protection Law**" means the data protection and information privacy laws of Ireland and the European Union as amended, revised or replaced from time to time and to the extent applicable to this Schedule or the Services, the data protection and information privacy Laws of other jurisdictions; and includes the Irish Data Protection Act 2018 and Regulation (EU) 2016/679 known as the General Data Protection Regulation or GDPR (when applicable).

"**Effective Date**" means the date on which this Schedule is entered by the Customer.

"**End User**" means any person accessing the Registration Site to pay Fees to Customer, including Agents.

"**Fee**" means the sum owed by an End User to Customer.

"**Onboarding Form**" means the Transact International Payments form which may be required to be completed by the Customer and where completed forms part of the agreement between the Customer and the Servicer.

"**Registration Form**" means the online form which must be filled out by End Users using the Services.

"**Registration Site**" means the Transact payments site by which End Users access the Services.

"**Services**" mean the services provided by Servicer under this Schedule, which are specified in greater detail in clause 5.

"**Term**" means the period commencing on the Effective Date and continuing until such time as this Schedule is terminated in accordance with Section 10.1.2.

"**Transact**" means Transact Campus Inc. and its subsidiaries and affiliates.

2. The provisions of this Schedule shall be subject to all applicable statutes, laws, rules and regulations, including, without limitation, the applicable provisions of the state law of the state in which the Customer is located. To the extent that any provision contained herein conflicts with any such applicable provision of law or regulation as it relates to the governance and operation of the Customer within the state, the latter shall take precedence. The terms and provisions of this Schedule shall be interpreted and defined in a manner consistent with the provisions and definitions of the applicable governing law.
3. By agreeing to the Services, Customer confirms that unless Customer provides notice to Servicer, Transact shall have authority to operate and manage the receipt of the Services from Servicer on behalf of Customer, and any instructions received by Servicer from Transact shall be binding on the Customer.

4. **Scope of Services**

4.1 Servicer's responsibility is to provide the Customer with a means of receiving Fees from End Users, using the platform provided and managed by Transact.

4.2 Customer confirms by that Servicer is entitled to accept instructions from Transact as to the appropriate bank account held beneficially by the Customer.

4.3 In the event that Customer wishes to purchase additional services from Servicer, such as using Servicer to effect refunds to End Users or make payments to other third parties, Customer shall engage with Transact and be provided with the required documentation to deliver these services (when available and configured).

5. **Servicer's Responsibilities**

5.1 Servicer will onboard the Customer and perform the required Anti-Money Laundering requirements ("**AML**") to ensure Customer has access to Servicer's payments systems (meaning a request, review and approval of the Onboarding Form where applicable, and include any ancillary documents required by the Servicer on foot of this Schedule).

5.2 Servicer specifically its regulated subsidiaries shall provide the Services throughout the Term.

5.3 Servicer shall not, by any act or omission, do anything which in Customer's reasonable opinion is capable of adversely affecting Customer's standing or reputation.

5.4 Servicer shall not do anything which may prejudice Customer's rights in Customer IPR, weaken their validity or diminish their associated goodwill.

5.5 As part of the ongoing delivery of the Services, Servicer shall:

- A. perform due diligence to verify the End User's identity and monitor transactions for suspicious activity; and
- B. comply with its obligations as Data Processor in accordance Data Protection Laws.

6. Customer Responsibilities

6.1 Customer will:

- A. Complete the Onboarding Form which Customer confirms contains true and correct information in relation to the Customer and its officers, and inform Transact of any changes to the information supplied;
- B. Arrange for a duly authorized signatory of the Customer to complete the Onboarding Form where applicable; and
- C. Comply with its obligations as Data Controller in accordance with the Data Protection Laws.

7. Servicer Terms for End Users

- 7.1 In addition to completing a Registration Form, End Users may be required to accept certain legal terms and conditions before using the Services.
- 7.2 Servicer may amend these legal terms and conditions at any time as required by law. In such circumstances Servicer will notify Transact by email and make the new terms and conditions available to End Users on the Registration Site.

8. Charges

- 8.1 There are no direct Charges to Customer under this Schedule. Service is provided in consideration for the foreign exchange margin which is charged to the End User.

9. Data Protection Laws

- 9.1 In this Schedule, the terms Personal Data, Data Processor, Supervisory Authority, Data Subject, Process, Processing, and Data Controller are as defined in the Data Protection Laws, and cognate terms shall be construed accordingly. Sub-processor means any person (including any third party but excluding an employee of Servicer or an employee of any of its sub-contractors) appointed by or on behalf of Servicer to process End User Personal Data in connection with this Schedule.
- 9.2 Both Parties acknowledge that in performing its obligations under this Schedule and in the Customer availing of the Services, Servicer may process End User Personal Data and shall at all times comply with its then in force Privacy Policy. Servicer may receive this End User Personal Data directly from End Users, in which scenario End Users are both Data Controllers and Data Subjects, and Servicer is the Data Processor of the End User.
- 9.3 Alternatively, the End User Personal Data may be under the control of the Customer and provided by the Customer to Servicer on the express instructions of Customer in order to deliver the Services. In such circumstances, the Parties acknowledge that Customer is the Data Controller and the Servicer is the Data Processor in respect of the End User Personal Data received from Customer, and that Servicer shall comply with Customer instructions with regard to the End User Personal Data.
- 9.4 Servicer agrees that it shall acquire no rights or interest in the Personal Data received under this Section, and shall only Process the Personal Data in accordance with this Schedule and any other written instructions of the Customer unless required to do so by applicable Data Protection Law to which the Data Processor (or its Subsidiaries) is subject, and in such a case, the Data Processor shall notify the Customer of that legal requirement before Processing, unless that law prohibits such notification.
- 9.5 Customer understands that the delivery of the Services shall necessitate Servicer on occasion to transfer Personal Data internationally including beyond the European Economic Area ("EEA"), and the Customer consents to such transfer on the understanding that Servicer shall take the necessary legal and contractual safeguards to ensure that the data transfer is compliant with the applicable Data Protection Law.
- 9.6 Servicer agrees to assist the Customer, including taking appropriate technical and organizational measures, to respond to requests by End Users (in their capacity as Data Subjects who had provided Personal Data to the Customer, exercising their rights under Data Protection Law), within such reasonable timescale as may be specified by the Customer.
- 9.7 Servicer shall assist the Customer within such reasonable timescale as may be specified by the Customer with compliance with the Customer's obligations pursuant to: Article 32 of the GDPR (Security); Articles 33 and 34 of the GDPR (Data Breach Notification); Article 35 of the GDPR (the conduct of Data Protection Impact Assessments); and Article 36 of the GDPR (Prior Consultation requests to Regulators in relation to Personal Data Processing under this Schedule).
- 9.8 Servicer will ensure that its Personnel who Process Personal Data under this Schedule are subject to obligations of confidentiality in relation to such Personal Data.
- 9.9 Servicer shall implement appropriate technical and organizational measures to assure a level of security appropriate to the risk to the security of Personal Data, in particular, from accidental or unlawful destruction, loss, alteration, unauthorized, disclosure of or access to Personal Data including: the pseudonymization and encryption of Personal Data; the ability to ensure the ongoing confidentiality, integrity and availability and resilience of Servicer's systems used for such Processing; the ability to restore the availability and access to Personal Data in the event of an incident; and a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.
- 9.10 Servicer agrees that neither it nor its Subsidiaries shall engage any third party to Process the Personal Data of End Users provided by the Customer, without imposing on such third party, by means of a written contract, the same data protection obligations as set out

in this Schedule and shall ensure that if any third party engaged by Servicer in turn engages another person to Process any Personal Data, the third party is required to comply with all of this clause's obligations in respect of Processing of Personal Data.

- 9.11** Servicer shall make available to Customer all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.
- 9.12** On termination or expiry of this Schedule (or at any other time on request by the Customer), Servicer shall return or permanently erase, at the election of Customer, all copies of Personal Data received and/or processed by it pursuant to this Schedule unless European Union or Member State law requires retention of the Personal Data.

10. General

- 10.1** The following Sections of the applicable Agreement shall herein be expressly incorporated within this Schedule (whether directly incorporated per clause 10.1.1 or amended and supplemented per clauses 10.1.2 and 10.1.3), and for this purpose, references to (1) "Transact", "Our" or "We" shall mean Servicer and (2) "You" and "Your" shall mean Customer:

10.1.1 Section 4 Intellectual Property Rights; Section 12 Indemnity; Section 13 Confidentiality; Section 14.1 Severability; Section 14.3 Modification and Waiver and references to Transact shall mean Servicer; Section 14.7 Force Majeure; Section 14.8 Relationship between the Parties; Section 14.9 Entire Agreement; and

10.1.2 Section 9 Term and Termination;

(i) In addition, either party may terminate the Services immediately upon notice if the other party:

- A.** carries on business in such a way that exposes the other party to potential regulatory sanction, in which case the terminating party shall afford the other party a 90 day period to resolve the matter, during which time the Services may be suspended, but only as a last resort; or
- B.** ceases to be in a contractual relationship with Transact;

10.1.3 Section 11 Limitation of Liability

(i) In addition, neither party limits or excludes its liability for:

- A.** In the case of Servicer, any failure to pay monies to the End User by Servicer, unless the reason for such non-payment by Servicer is provided for herein.
- B.** In the case of Customer, (i) the use by an End User of the Registration Site which leads to a direct loss to Servicer, unless Servicer is materially culpable for the actions of the End User, including for the avoidance of doubt, where that End User successfully recalls Fees paid to Servicer by card or direct debit/ACH (or equivalent scheme) which Servicer has subsequently transferred to Customer (in which case this clause will operate to allow Servicer claim those Fees back from Customer and Customer will engage with End User for the potential breach of any legal obligations owed to Customer by End User, and in such a case the value shall be limited to the Fees paid and subsequently recalled by that End User); or (ii) claims from End Users as a result of Servicer's provision of the Refund Service in compliance with the requests of the Customer (where applicable).

- 10.2** Servicer shall be entitled to sub-contract any or all of its obligations or assign or sub-license any or all of its rights under this Schedule to existing sub-contractors or members of its group, and in the event that Servicer wishes to sub-contract any or all of its obligations or assign or sub-license any or all of its rights under this Schedule to a new sub-contractor, Servicer shall notify Customer of such in advance of so doing, and in the event that Customer has a reasonable objection, then Customer may terminate the Services with 30 days advance written notice to Servicer where no agreeable alternative is provided by Servicer.

- 10.3** Except insofar as this Schedule expressly provides that a third party may in his own right enforce a term of this Schedule, a person who is not a party to this Schedule has no right to rely upon or enforce any term of this Schedule.

ATTACHMENT D - SMARTPAY/CAMPUSPAY DISBURSEMENT INSTRUCTIONS

Upon completion and receipt of the form below, Transact Campus Payments, Inc. ("Transact") will send to the educational institution ("Client"), on a regularly scheduled basis, an Automated Clearing House ("ACH") transfer for the amount of funds collected by Transact on the Client's behalf during a given time period. This Agreement governs ACH transactions initiated by Transact to credit the Client indicated below. Both parties agree to be bound by NACHA Operating Rules. Transact will only disburse funds in accordance with the Client's information provided herein, and will not disburse funds in any other manner without first receiving written instructions from the Client. To assist the Client in reconciliation of these funds, or *SmartPay/CampusPay receivables*, Transact will send email notifications to the Client each day such funds are transferred, specifying the amount to be reconciled. Upon initial receipt of these Disbursement Instructions, Transact will make an initial deposit of \$0.50 in the Client's bank to verify the bank account, and will contact the person specified in this form to confirm that the Client successfully received the deposit. **Please note:** The Card Networks (Visa, MasterCard, Amex) have specific rules for the types of charges a convenience fee may be applied and paid by a consumer. Please refer to the card network rules for more information. If applicable to the services provided herein, Transact will apply a minimum convenience fee to applicable user paid SmartPay fees.

SELECT YOUR FEE OPTION Select which services you are using (SmartPay, CampusPay, or both).

- SmartPay.** The Client will pass on all or a portion of convenience fees to Customers, as detailed below.
- CampusPay.** The Client will pay for all applicable convenience fees.

RESPONSIBILITY FOR CONVENIENCE FEES For SmartPay ONLY, check the applicable box.

The Client acknowledges and accepts that the parties selected are responsible for any and all convenience fees charged for use of the SmartPay service.

- Client will be fully responsible for payment of all convenience fees.**
- Customers will pay convenience fees at the time of transaction.**
- Client and Customers will be jointly responsible for payment of convenience fees as follows:**

DISBURSEMENT BANK INFORMATION

School/Client Name: _____ Client Bank Name: _____
 ABA Routing Number: _____ Account Number: _____

SMARTPAY/CAMPUSPAY RECEIVABLES NOTIFICATIONS Provide the email address(es) and other applicable contact information for individuals who will receive SmartPay/CampusPay receivables email notifications.

Email Address	Name	Phone Number

DISHONOR NOTIFICATIONS Provide the email address(es) and other applicable contact information for individuals who will receive email notifications when dishonored transactions, including ACH returns and lost chargeback disputes, are processed in Transact.

Email Address	Name	Phone Number

SIGNATURE OF APPROVAL

Name & Title: _____ Phone: _____ Email: _____

Signed Statement: *I warrant that I am a duly authorized representative of the institution and have the full and proper authority and legal right to execute these Disbursement Instructions for the financial accounts specified herein. Transact shall be entitled to rely on these Disbursement Instructions and the information provided herein. I authorize Transact Campus Payments, Inc. to initiate ACH Credits to the bank account indicated above, provided each transaction is initiated according to the terms of this Agreement. The Client acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.*

Signature: _____ Date: _____

ATTACHMENT E - INTERNATIONAL PAYMENTS DISBURSEMENT INSTRUCTIONS

Upon completion and receipt of the form below, Transact Campus Inc. and its affiliates (“Transact”) will send to the educational institution (“Client”), on a regularly scheduled basis, an Automated Clearing House (“ACH”) transfer for the amount of funds collected by Transact on the Client’s behalf during a given time period. This Agreement governs ACH transactions initiated by Transact to credit the Client indicated below. Both parties agree to be bound by NACHA Operating Rules. Transact will only disburse funds in accordance with the Client’s information provided herein, and will not disburse funds in any other manner without first receiving written instructions from the Client.

To assist the Client in reconciliation of these funds, or *Transact International Payments receivables*, Transact will send email notifications to the Client each day such funds are transferred, specifying the amount to be reconciled. Upon initial receipt of these Disbursement Instructions, Transact will make an initial deposit of \$0.50 in the Client’s bank to verify the bank account, and will contact the person specified in this form to confirm that the Client successfully received the deposit.

DISBURSEMENT BANK INFORMATION		
School/Client Name: _____	Client Bank Name: _____	
ABA Routing Number: _____	Account Number: _____	
TRANSACT INTERNATIONAL PAYMENTS RECEIVABLES NOTIFICATIONS		
Provide the email address(es) and other applicable contact information for individuals who will receive Transact International Payments receivables email notifications.		
Email Address	Name	Phone Number
DISHONOR NOTIFICATIONS		
Provide the email address(es) and other applicable contact information for individuals who will receive email notifications when dishonored transactions, including ACH returns and lost chargeback disputes, are processed in Transact.		
Email Address	Name	Phone Number
SIGNATURE OF APPROVAL		
Name & Title: _____ Phone: _____ Email: _____		
<i>Signed Statement: I warrant that I am a duly authorized representative of the institution and have the full and proper authority and legal right to execute these Disbursement Instructions for the financial accounts specified herein. Transact shall be entitled to rely on these Disbursement Instructions and the information provided herein. I authorize Transact Campus Payments, Inc. to initiate ACH Credits to the bank account indicated above, provided each transaction is initiated according to the terms of this Agreement. The Client acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.</i>		
Signature: _____		Date: _____

Request for Program Modification

Oklahoma State Regents for Higher Education

Institution submitting request: **Seminole State College**

Contact person: Dr. Amanda Estey

Title: Vice President for Academic Affairs

Phone number and email address: 405-382-9513; a.estey@sscok.edu

Current title of degree program (Level II): Associate in Science Health Sciences

Current title of degree program (Level III): [Click here to enter text](#)

State Regent's three-digit program code: 207

Degree Granting Academic Unit: Science, Technology, Engineering, and Mathematics Division

With approved options in: A. Nursing Emphasis Recommendations

B. Medical Laboratory Emphasis Recommendations

C. Physical Therapy Emphasis Recommendations

D. [Click here to enter text](#)

E. [Click here to enter text](#)

TYPE OF REQUEST: Check all appropriate types of changes and complete ***ONLY*** the appropriate page(s). ***Excluding program deletions and suspensions, for modifications to be considered for State Regents' approval, the program must be current in the 5-year program review cycle.*** The Degree Program Review schedule can be found at <http://www.osrhe.edu/oeis/ProductivityReport/RevParams.aspx>

Date next review for the program is due: 2027

- (1) Program Deletion
- (2) Program Suspension
- (3) Change of Program Name and/or Degree Designation
- (4) Option Addition
- (5) Option Deletion
- (6) Option Name Change
- (7) Program Requirement Change
- (8) Other Degree Program Modification (non-substantive)
- (9) Program Reinstatement
- (10) This modification affects a Cooperative Agreement Program

Complete and return ONLY this cover sheet AND the appropriate page(s) specifying the requested modification!

NOTE: Information not included in the requested modification may cause a delay in processing.

Signature of President: _____ **Date:** [Click here to enter a date](#)

Date of Governing Board Approval: [Click here to enter a date](#)

All completed modification requests should be emailed to academicaffairsrequests@osrhe.edu.

**(8) Other Degree
Program Modification**

Oklahoma State Regents for Higher Education
REQUEST FOR PROGRAM MODIFICATION
(continued)

Institution submitting request: **Seminole State College**

Program name and State Regents' three-digit program code of program to be modified:

Associate in Science Health Sciences; 207

(8) OTHER DEGREE PROGRAM MODIFICATION

Requested action: Change major field and elective requirements in A.S. Health Sciences.

Reason for requested action (attach no more than one page if space provided is inadequate):

To help students be prepared to transfer to their intended program of study.

Will requested change require additional funds? No Yes

If yes, please specify the amount of the additional costs, the source of the funds, and how they will be expended (if explanation exceeds space provided, attach no more than one page).

NA

Will requested action substantively change the curriculum? No Yes

We removed BIOL 1234 as an option for a Major Field Requirement and moved it under Major Field Electives. We also added HPER 2413, MATH 2215, and PHYS 2114 as Major Field Electives and Support so students are taking the right courses for their intended program of study.

Please list the current curriculum requirements in the left column and the proposed curriculum requirements in the right column. Examples of “other degree program modifications” include course prefix changes, course number changes (credit hours remain the same), course title changes, non-substantive changes to admission/graduation requirements)

Current Curriculum		
PREFIX AND COURSE #	COURSE TITLE	CR. HRS.
	General Education Requirements 31 hours	
GOV 1113	American National Government	3
HIST 1483 HIST 1493	American History to 1877 or American History since 1877	3
ENG 1113	Composition I	3
ENG 1213	Composition II	3
SPCH 1142	Speech	3
HUM	Any class designated as a Humanities	6
MATH 1523 MATH 1503	Pre-Calculus for Bus-Bio or Elementary Statistics	3
SCIENCE	Met by program	
CAP 1103	Introduction to Microsoft Office	3
HPER 1012	Wellness and Human Development	2
STSC 1002	Learning Strategies	2
ELECTIVE	Met by program	
	Major Field Electives 23-24	
BIOL 1214 BIOL 1234	Principles of Biology or General Zoology	4
BIOL 2224	Microbiology	4
BIOL 2114	Human Anatomy	4
BIOL 2214	Human Physiology	4
CHEM 1114 CHEM1315	Intro to Chemistry or General Chemistry I	5
PSY 1113	General Psychology	3
	Major Field Electives and Support (up to 9 credits)	
BIOL 2113	Introduction to Nutrition	3
CHEM 1114	Introduction to Chemistry	3
MATH 1002	Introduction to Math for Health Sciences	3
MATH 1523	Pre-Calc for Bus-Bio	3
MATH 2213	Calculus for Bus-Bio	3
MLT 1402	MLT Orientation	3
NURS 1104	Pre-Nursing	3

NURS 2443	Medical Terminology	3
PSY 2023	Developmental Psychology	3
PSY 2053	Social Psychology	3
SOC 1113	Introduction to Sociology	3
	Total credit hours	63- 64

Add additional rows as necessary.

Proposed Curriculum

PREFIX AND COURSE #	COURSE TITLE	CR. HRS.
	General Education Requirements 31 hours	
GOV 1113	American National Government	3
HIST 1483 HIST 1493	American History to 1877 or American History since 1877	3
ENG 1113	Composition I	3
ENG 1213	Composition II	3
SPCH 1142	Speech	3
HUM	Any class designated as a Humanities	6
MATH 1523 MATH 1503	Pre-Calculus for Bus-Bio or Elementary Statistics	3
SCIENCE	Met by program	
CAP 1103	Introduction to Microsoft Office	3
HPER 1012	Wellness and Human Development	2
STSC 1002	Learning Strategies	2
ELECTIVE	Met by program	
	Major Field Electives 23-24	
BIOL 1214	Principles of Biology	4
BIOL 2224	Microbiology	4
BIOL 2114	Human Anatomy	4

BIOL 2214	Human Physiology	4
CHEM 1114 CHEM1315	Intro to Chemistry or General Chemistry I	5
PSY 1113	General Psychology	3
	Major Field Electives and Support (up to 9 credits)	
BIOL 2113	Introduction to Nutrition	3
CHEM 1114	Introduction to Chemistry	3
MATH 1002	Introduction to Math for Health Sciences	3
MATH 1523	Pre-Calc for Bus-Bio	3
MATH 2213	Calculus for Bus-Bio	3
MLT 1402	MLT Orientation	3
NURS 1104	Pre-Nursing	3
NURS 2443	Medical Terminology	3
PSY 2023	Developmental Psychology	3
PSY 2053	Social Psychology	3
SOC 1113	Introduction to Sociology	3
HPER 2413	Applied Anatomy	3
MATH 2215	Calculus and Analytic Geometry I	5
PHYS 2114	Physics I	4
PHYS 2211	Calculus Based Physics I	1
BIOL 1234	General Zoology	4
	Total credit hours	63- 64

Add additional rows as necessary.

Current Program Admission and/or Graduation Requirements	Proposed Program Admission and/or Graduation Requirements
At least sixty-three designated semester credit hours. Grade of a "C" or better required in all Major Field Requirement courses. Grade point average of 2.0 or better. Fifteen semester credit hours in attendance at SSC. Completion of Graduate Survey.	NA

Request for Program Modification

Oklahoma State Regents for Higher Education

Institution submitting request: **Seminole State College**

Contact person: Dr. Amanda Estey

Title: Vice President for Academic Affairs

Phone number and email address: 405-382-9513; a.estey@sscok.edu

Current title of degree program (Level II): Associate in Arts Child Development

Current title of degree program (Level III): [Click here to enter text](#)

State Regent's three-digit program code: 228

Degree Granting Academic Unit: Business and Education

With approved options in: A. [Click here to enter text](#)

B. [Click here to enter text](#)

C. [Click here to enter text](#)

D. [Click here to enter text](#)

E. [Click here to enter text](#)

TYPE OF REQUEST: Check all appropriate types of changes and complete ***ONLY*** the appropriate page(s). ***Excluding program deletions and suspensions, for modifications to be considered for State Regents' approval, the program must be current in the 5-year program review cycle.*** The Degree Program Review schedule can be found at <http://www.osrhe.edu/oeis/ProductivityReport/RevParams.aspx>

Date next review for the program is due: 2028

- (1) Program Deletion
- (2) Program Suspension
- (3) Change of Program Name and/or Degree Designation
- (4) Option Addition
- (5) Option Deletion
- (6) Option Name Change
- (7) Program Requirement Change
- (8) Other Degree Program Modification (non-substantive)
- (9) Program Reinstatement
- (10) This modification affects a Cooperative Agreement Program

Complete and return ONLY this cover sheet AND the appropriate page(s) specifying the requested modification!

NOTE: Information not included in the requested modification may cause a delay in processing.

Signature of President: _____ **Date:** [Click here to enter a date](#)

Date of Governing Board Approval: [Click here to enter a date](#)

All completed modification requests should be emailed to academicaffairsrequests@osrhe.edu.

**(8) Other Degree
Program Modification**

Oklahoma State Regents for Higher Education
REQUEST FOR PROGRAM MODIFICATION
(continued)

Institution submitting request: **Seminole State College**

Program name and State Regents' three-digit program code of program to be modified:

Associate in Arts Child Development; 228

(8) OTHER DEGREE PROGRAM MODIFICATION

Requested action: Add BA 1123 – Introduction to Business as an option under Major Field Electives and Support to the Child Development AA Degree

Reason for requested action (attach no more than one page if space provided is inadequate):

Child development students seeking to earn a Certificate of Mastery must successfully complete 18 credit hours of designated courses. In addition to earning a Certificate of Mastery, students who participate in the Scholar's Program can also earn a Director's Certificate of Completion by successfully completing CAP 1103 and CD 2163 or BA 1123. SSC requests to add BA 1123 to the child development degree sheet as an elective to help students complete a Director's Certificate of completion when CD 2163 is not available and also for financial aid purposes.

Will requested change require additional funds? No Yes

If yes, please specify the amount of the additional costs, the source of the funds, and how they will be expended (if explanation exceeds space provided, attach no more than one page).

[Click here to enter text](#)

Will requested action substantively change the curriculum? No Yes

If yes, please also complete and submit a Program Requirement Change form.

Please list the current curriculum requirements in the left column and the proposed curriculum requirements in the right column. Examples of “other degree program modifications” include course prefix changes, course number changes (credit hours remain the same), course title changes, non-substantive changes to admission/graduation requirements)

Current Curriculum		
PREFIX AND COURSE #	COURSE TITLE	CR. HRS.
	General Education Requirements (37)	
GOV 1113	American National Government	3
HIST 1483 HIST 1493	American History to 1877 or American History since 1877	3
ENG 1113	Composition I	3
ENG 1213	Composition II	3
SPCH 1143	Speech	3
HUM	Any class designated as Humanities	6
MATH 1413	Quantitative Reasoning	3
SCIENCE	One Life Science with lab and One Physical Science with lab	8
CAP 1103	Introduction to Microsoft Office	3
HPER	<i>met by program</i>	
STSC 1002	Learning Strategies	2
ELECTIVE	<i>met by program</i>	
	Major Field Requirements (21)	
CD 1103 PSY 2103	Child Development or Child and Adolescent Psychology	3
CD 1123	Introduction to Early Childhood Education	3
CD 1223	Behavior and Guidance of Young Children	3
CD 2113	Program and Curriculum Planning for Early Childhood	3
CD 2123	Health, Safety, and Nutrition for Children	3
CD 2143	Family and Community Relationships	3
CD 2333	Field Experience	3
	Major Field Electives and Support (3)	
CD 2163	Administration of Early Childhood Program	3
CD 2393	Daily Programming for Infants and Toddlers	3
	Total credit hours	61

Proposed Curriculum

PREFIX AND COURSE #	COURSE TITLE	CR. HRS.
	General Education Requirements (37)	
GOV 1113	American National Government	3
HIST 1483 HIST 1493	American History to 1877 or American History since 1877	3
ENG 1113	Composition I	3
ENG 1213	Composition II	3
SPCH 1143	Speech	3
HUM	Any class designated as Humanities	6
MATH 1413	Quantitative Reasoning	3
SCIENCE	One Life Science with lab and One Physical Science with lab	8
CAP 1103	Introduction to Microsoft Office	3
HPER	<i>met by program</i>	
STSC 1002	Learning Strategies	2
ELECTIVE	<i>met by program</i>	
	Major Field Requirements (21)	
CD 1103 PSY 2103	Child Development or Child and Adolescent Psychology	3
CD 1123	Introduction to Early Childhood Education	3
CD 1223	Behavior and Guidance of Young Children	3
CD 2113	Program and Curriculum Planning for Early Childhood	3
CD 2123	Health, Safety, and Nutrition for Children	3
CD 2143	Family and Community Relationships	3
CD 2333	Field Experience	3
	Major Field Electives and Support (3)	
BA 1123	Introduction to Business	3
CD 2163	Administration of Early Childhood Program	3
CD 2393	Daily Programming for Infants and Toddlers	3
	Total credit hours	61

Current Program Admission and/or Graduation Requirements	Proposed Program Admission and/or Graduation Requirements
1. Sixty-one designated semester credit hours. 2. Grade of "C" or better required in all Major Field Requirement courses. 3. Grade Point Average of 2.0 or better. 4. Fifteen semester credit hours in attendance at SSC. 5. Completion of Graduate Exit Survey.	NA

Request for Program Modification

Oklahoma State Regents for Higher Education

Institution submitting request: **Seminole State College**

Contact person: Dr. Amanda Estey

Title: Vice President for Academic Affairs

Phone number and email address: 405-382-9513; a.estey@sscok.edu;

Current title of degree program (Level II): Early College Certificate

Current title of degree program (Level III): [Click here to enter text](#)

State Regent's three-digit program code: 232

Degree Granting Academic Unit: Business and Education

With approved options in: A. [Click here to enter text](#)

B. [Click here to enter text](#)

C. [Click here to enter text](#)

D. [Click here to enter text](#)

E. [Click here to enter text](#)

TYPE OF REQUEST: Check all appropriate types of changes and complete ***ONLY*** the appropriate page(s). ***Excluding program deletions and suspensions, for modifications to be considered for State Regents' approval, the program must be current in the 5-year program review cycle.*** The Degree Program Review schedule can be found at <http://www.osrhe.edu/oeis/ProductivityReport/RevParams.aspx>

Date next review for the program is due: 2023

- (1) Program Deletion
- (2) Program Suspension
- (3) Change of Program Name and/or Degree Designation
- (4) Option Addition
- (5) Option Deletion
- (6) Option Name Change
- (7) Program Requirement Change
- (8) Other Degree Program Modification (non-substantive)
- (9) Program Reinstatement
- (10) This modification affects a Cooperative Agreement Program

Complete and return ONLY this cover sheet AND the appropriate page(s) specifying the requested modification!

NOTE: Information not included in the requested modification may cause a delay in processing.

Signature of President: _____ **Date:** [Click here to enter a date](#)

Date of Governing Board Approval: [Click here to enter a date](#)

All completed modification requests should be emailed to academicaffairsrequests@osrhe.edu.

(1) Program Deletion

Revised July 2021

Oklahoma State Regents for Higher Education
REQUEST FOR PROGRAM MODIFICATION
(continued)

Institution submitting request: **Seminole State College**

Name of program and State Regents' three-digit program code of program to be deleted:
Early College Certificate; 232

(1) PROGRAM DELETION Delete program and all options

NOTE: Information not included on the requested action may cause a delay in processing.

Are students still enrolled in degree program?

No

Yes If yes, how many?

Expected academic year of graduation for last student: Select academic year

Describe methods used to contact both currently enrolled students and students who have stopped-out.

One student was mistakenly enrolled in the certificate, since then, he has been moved to the correct program.

Will currently enrolled students be allowed to complete the degree program?

No

Yes

If no, please explain: None are enrolled in the program.

Describe the teach-out plan and how students in deleted program will be accommodated?

NA

What is the duration of the teach-out plan? Choose length of teach-out plan

If other, please specify [Click here to enter text](#)

Is the program part of a Cooperative Agreement?

No

Yes (If yes, complete and submit a Cooperative Agreement Program Deletion form.)

Number of courses which will be deleted from the institutional course catalog as a result of this action:

If no courses are being deleted, how will they be used? [Click here to enter text.](#)

Are funds available for reallocation?

No

If no funds are available for reallocation, how will funds be used? [Click here to enter text](#)

Yes

If yes, which departments/programs will receive the reallocated funds? [Click here to enter text](#)

Reason for requested action (attach no more than one page if space provided is inadequate):

The certificate was designed to encourage concurrent high school students and college-bound Career Tech students to complete eighteen hours of college credit prior to entering the workforce or college full time. However, due to these classes not being covered by financial aid, SSC has had little to 0 enrollment and it confuses students when they enroll.

Date program deletion effective:

- Immediately (will be indicated as deleted during the current academic year)
- Beginning with the next academic year

Request for Program Modification

Oklahoma State Regents for Higher Education

Institution submitting request: **Seminole State College**

Contact person: Dr. Amanda Estey

Title: Vice President for Academic Affairs

Phone number and email address: a.estey@sscok.edu; 405-382-9513

Current title of degree program (Level II): Associate in Applied Science Physical Therapist Assistant

Current title of degree program (Level III):

State Regent's three-digit program code: 233

Degree Granting Academic Unit: Health Sciences

With approved options in: A.

B.

C.

D. [Click here to enter text.](#)

E. [Click here to enter text.](#)

TYPE OF REQUEST: Check all appropriate types of changes and complete ***ONLY*** the appropriate page(s). ***Excluding program deletions and suspensions, for modifications to be considered for State Regents' approval, the program must be current in the 5-year program review cycle.*** The Degree Program Review schedule can be found at <http://www.osrhe.edu/oeis/ProductivityReport/RevParams.aspx>

Date next review for the program is due: 2024

- (1) Program Deletion
- (2) Program Suspension
- (3) Change of Program Name and/or Degree Designation
- (4) Option Addition
- (5) Option Deletion
- (6) Option Name Change
- (7) Program Requirement Change
- (8) Other Degree Program Modification (non-substantive)
- (9) Program Reinstatement
- (10) This modification affects a Cooperative Agreement Program

Complete and return ONLY this cover sheet AND the appropriate page(s) specifying the requested modification!

NOTE: Information not included in the requested modification may cause a delay in processing.

Signature of President: _____ **Date:** [Click here to enter a date.](#)

Date of Governing Board Approval: [Click here to enter a date.](#)

**(7) Program
Requirement Change**

Oklahoma State Regents for Higher Education
REQUEST FOR PROGRAM MODIFICATION
(continued)

Institution submitting request: **Seminole State College**

Program name and State Regents' three-digit program code to be modified:
Associate in Applied Science Physical Therapist Assistant; 233

(7) PROGRAM REQUIREMENT CHANGES

NOTE: Information not included on the requested action may cause a delay in processing.

Select all that apply:

- Course requirement change (change in number of core courses, electives, general education, etc. Changes in course prefixes that do not effect content should be reported, but do not require approval.)
- Degree program requirement change (i.e. prerequisites, minimum GPA for admission or other admission criteria changes, graduation criteria change, etc.)
- Total credit hours for the degree will **NOT** change.
- Total credit hours for the degree **WILL** change from 67 to 69

Explain: To increase support for new students we would like to switch Freshman Seminar which was 1 credit, and change it to Learning Strategies which is 2 credits; and to better align with CAPTE and students' needs we would like to change Neuro from a 2 to a 3-hour course; change Professional Topics from a 2 to a 1-hour course; change Clinical Practice III from a 4 to a 5-hour course and change the prefix from 2064 to 2065. Total program hours will change from 67 to 69 hours.

Summary of changes (attach no more than one page if space provided is inadequate, as well as the form showing the current and proposed curriculum):

To increase support for new students we would like to switch Freshman Seminar which was 1 credit, and change it to Learning Strategies which is 2 credits; and to better align with CAPTE and students' needs we would like to change Neuro from a 2 to a 3-hour course; change Professional Topics from a 2 to a 1-hour course; change Clinical Practice III from a 4 to a 5-hour course and change the prefix from 2064 to 2065. Total program hours will change from 67 to 69 hours.

Number of new courses being added to course catalog/inventory: 1
List new courses being added to course catalog/inventory: STSC 1002 Learning Strategies

Number of courses being deleted from course catalog/inventory: 1
List courses being deleted from course catalog/inventory: SOC 1003 Freshman Seminar

Reason for requested action (attach no more than one page if space provided is inadequate):
Update Freshman prep course, increase credit hours given for clinical practice to better represent time of minimum requirement, reassign 1 credit hour in the Spring semester to allow for objectives to be met.

Will requested change require additional funds from the State Regents? No Yes
If yes, please specify the number of the additional costs, the source of the funds, and how they will be expended (attach no more than one page if space provided is inadequate).
[Click here to enter text.](#)

Will requested change impact an embedded certificate? No Yes
If yes, please specify the certificate name and State Regents' three-digit program code. A modification to the impacted embedded certificate(s) must accompany the modification request to the main program. [Click here to enter text.](#)

Will requested change affect a Cooperative Agreement? No Yes
If yes, a Cooperative Agreement Program Modification Form must be completed and submitted.

For undergraduate degree programs only

As part of the broader work of the Mathematics Success Initiative, the Math Pathways Task Force has identified four gateway mathematics courses that are suitable general education mathematics course options. These courses, *College Algebra/Pre-Calculus*, *Introduction to Statistics, Functions and Modeling*, and *Quantitative Reasoning*, are included on the Course Equivalency Project transfer matrix and provide rigorous mathematical content that is more relevant and appropriate for specific academic majors.

Please respond to the following questions:

1. Which mathematics course is required as part of the general education requirements? If the program allows for multiple gateway mathematics course options, provide a rationale for each.
No math required
2. Describe how the mathematics course was selected and how it best meets the needs of the program's students.
[Click here to enter text.](#)
3. How does this mathematics course articulate with your partner institutions?
[Click here to enter text.](#)

(For more information regarding the gateway mathematics courses, please contact Dr. Rachel Bates (405) 225-9168)

CURRICULAR REQUIREMENTS

Please either attach current and proposed degree program requirements or use the tables below to list the current requirements in the left column and the proposed requirements in the right column (see appendix A for example). **Indicate the changes clearly. Note any courses deleted from the course catalog/inventory. Asterisk any courses new to the course catalog/inventory.**

Current Curriculum

PREFIX AND COURSE #	COURSE TITLE	CR. HRS.
	General Education Requirements (20)	
ENG 1113	Composition I	3
ENG 1213	Composition II	3
GOV 1113	American National Government	3
HIST 1483 HIST 1493	American History Survey to 1877 or American History Survey since 1877	3
BIOL 1214	Principles of Biology	4
PSY 1113	General Psychology	3
SOC 1101	Freshman Seminar	1
	Technical-Occupational Requirements (36)	
PTA 1011	Introduction to Physical Therapy	1
PTA 1023	Basic Patient Care	3
PTA 1032	Pathophysiology for the PTA	2
PTA 1042	Kinesiology for the PTA	2
PTA 1053	Clinical Procedures I	3
PTA 1064	Therapeutic Exercise I	4
PTA 1072	Clinical Practice I	2
PTA 2013	Clinical Procedures II	3
PTA 2023	Clinical Practice II	3
PTA 2032	Neuroanatomy for the PTA	2
PTA 2044	Therapeutic Exercise II	4
PTA 2052	Professional Topics	2
PTA 2064	Clinical Practice III	4
PTA 2071	PTA Capstone	1
	Technical-Occupational Support Requirements (11 hours)	
NURS 2423	Medical Terminology	3
BIOL 2114	Human Anatomy	4
BIOL 2214	Human Physiology	4
	Total credit hours	67

PREFIX AND COURSE #	Proposed Curriculum COURSE TITLE	CR. HRS.
	General Education Requirements (21)	
ENG 1113	Composition I	3
ENG 1213	Composition II	3
GOV 1113	American National Government	3
HIST 1483 HIST 1493	American History Survey to 1877 or American History Survey since 1877	3
BIOL 1214	Principles of Biology	4
PSY 1113	General Psychology	3
STSC 1002	Learning Strategies	2
	Technical-Occupational Requirements (37)	
PTA 1011	Introduction to Physical Therapy	1
PTA 1023	Basic Patient Care	3
PTA 1032	Pathophysiology for the PTA	2
PTA 1042	Kinesiology for the PTA	2
PTA 1053	Clinical Procedures I	3
PTA 1064	Therapeutic Exercise I	4
PTA 1072	Clinical Practice I	2
PTA 2013	Clinical Procedures II	3
PTA 2023	Clinical Practice II	3
PTA 2032	Neuroanatomy for the PTA	3
PTA 2044	Therapeutic Exercise II	4
PTA 2052	Professional Topics	1
PTA 2065	Clinical Practice III	5
PTA 2071	PTA Capstone	1
	Technical-Occupational Support Requirements (11 hours)	
NURS 2423	Medical Terminology	3
BIOL 2114	Human Anatomy	4
BIOL 2214	Human Physiology	4
	Total credit hours	69

ADMISSION AND/OR GRADUATION REQUIREMENTS

Please either attach current and proposed program admission and/or graduation requirements or use the tables below to list the current requirements in the left column and the proposed requirements in the right column (see appendix B for example).

Indicate the changes clearly. It is only necessary to complete this section if changes to the program's admission or graduation criteria are being proposed.

Current Program Admission and/or Graduation Requirements	Proposed Program Admission and/or Graduation Requirements
<p>1. Completed application 2. Official Transcripts for all collegiate level academic work including degrees conferred 3. Proof of residence (if qualified to receive GCTC points for residence) 4. Evidence of any completed GCTC Allied Health Programs 5. ACT Composite Score of 19 (Taken within the last 5 years) 6. Completed essays 7. Evidence of prior work in a health-related field (must include timeline) 8. Documentation of 40 observation hours completed in a minimum of 2 settings on SSC-GCTC PTA Program Observation Form 9. Proof of current CPR</p>	<p>Click here to enter text.</p>

Request for Program Modification

Oklahoma State Regents for Higher Education

Institution submitting request: **Seminole State College**

Contact person: Dr. Amanda Estey

Title: Vice President for Academic Affairs

Phone number and email address: 405-382-9513; a.estey@sscok.edu

Current title of degree program (Level II): Associate in Science Enterprise Development – Business Administration

Current title of degree program (Level III): [Click here to enter text](#)

State Regent's three-digit program code: 676

Degree Granting Academic Unit: Business and Education

With approved options in: A. [Click here to enter text](#)

B. [Click here to enter text](#)

C. [Click here to enter text](#)

D. [Click here to enter text](#)

E. [Click here to enter text](#)

TYPE OF REQUEST: Check all appropriate types of changes and complete **ONLY** the appropriate page(s). ***Excluding program deletions and suspensions, for modifications to be considered for State Regents' approval, the program must be current in the 5-year program review cycle.*** The Degree Program Review schedule can be found at <http://www.osrhe.edu/oeis/ProductivityReport/RevParams.aspx>

Date next review for the program is due: 2024

- (1) Program Deletion
- (2) Program Suspension
- (3) Change of Program Name and/or Degree Designation
- (4) Option Addition
- (5) Option Deletion
- (6) Option Name Change
- (7) Program Requirement Change
- (8) Other Degree Program Modification (non-substantive)
- (9) Program Reinstatement
- (10) This modification affects a Cooperative Agreement Program

Complete and return ONLY this cover sheet AND the appropriate page(s) specifying the requested modification!

NOTE: Information not included in the requested modification may cause a delay in processing.

Signature of President: _____ **Date:** [Click here to enter a date](#)

Date of Governing Board Approval: [Click here to enter a date](#)

All completed modification requests should be emailed to academicaffairsrequests@osrhe.edu.

**(7) Program
Requirement Change**

Oklahoma State Regents for Higher Education
REQUEST FOR PROGRAM MODIFICATION
(continued)

Institution submitting request: **Seminole State College**

Program name and State Regents' three-digit program code to be modified:
Associate in Science Enterprise Development – Business Administration; 676

(7) PROGRAM REQUIREMENT CHANGES

NOTE: Information not included on the requested action may cause a delay in processing.

Select all that apply:

- Course requirement change (change in number of core courses, electives, general education, etc. Changes in course prefixes that do not affect content should be reported, but do not require approval.)
- Degree program requirement change (i.e., prerequisites, minimum GPA for admission or other admission criteria changes, graduation criteria change, etc.)
- Total credit hours for the degree will **NOT** change.
- Total credit hours for the degree **WILL** change from 60 to 63.

Explain: Adding a 3 credit general education requirement, CAP 1103 – Intro to Microsoft Office

Summary of changes (attach no more than one page if space provided is inadequate, as well as the form showing the current and proposed curriculum):

Removing Seminar in Business I, II, and III, (all one credit classes) and replacing it with Personal Finance (BA 2243) and (BA 1603) – Workplace and Cultural Competence. Students will have a choice to take one of the two to meet program requirements. We are also adding CAP 1103 – Introduction to Microsoft Office, to the General Education Requirements which will increase the total program credits from 60 to 63.

Number of new courses being added to course catalog/inventory: 3

Number of courses being deleted from course catalog/inventory: 3

Provide a brief summary of the reason for requested action (attach no more than one page if space provided is inadequate):

No longer offer the three 1 credit Seminar in Business Classes (Seminar in Business Management 1-III); will add two 3 credit courses in their place that are offered in a consistent rotation, and needed to add Introduction to Microsoft Office to the General Education Requirements

Will requested change require additional funds from the State Regents? No Yes

If yes, please specify the number of the additional costs, the source of the funds, and how they will be expended (attach no more than one page if space provided is inadequate).

[Click here to enter text](#)

Will requested change impact an embedded certificate? No Yes

If yes, please specify the certificate name and State Regents' three-digit program code. A modification to the impacted embedded certificate(s) must accompany the modification request to the main program. [Click here to enter text](#)

Will requested change affect a Cooperative Agreement? No Yes

If yes, a Cooperative Agreement Program Modification Form must be completed and submitted.

For undergraduate degree programs only

As part of the broader work of the Mathematics Success Initiative, the Math Pathways Task Force has identified four gateway mathematics courses that are suitable general education mathematics course options. These courses, *College Algebra/Pre-Calculus*, *Introduction to Statistics, Functions and Modeling*, and *Quantitative Reasoning*, are included on the Course Equivalency Project transfer matrix and provide rigorous mathematical content that is more relevant and appropriate for specific academic majors.

Please respond to the following questions:

1. Which mathematics course is required as part of the general education requirements? If the program allows for multiple gateway mathematics course options, provide a rationale for each.
[Click here to enter text](#)
2. Describe how the mathematics course was selected and how it best meets the needs of the program's students.
[Click here to enter text](#)
3. How does this mathematics course articulate with your partner institutions?
[Click here to enter text](#)

(For more information re regarding the gateway mathematics courses, please contact Dr. Rachel Bates (405) 225-9168)

CURRICULAR REQUIREMENTS

Please either attach current and proposed degree program requirements or use the tables below to list the current requirements in the left column and the proposed requirements in the right column (see appendix A for example).

Indicate the changes clearly. Note any courses deleted from the course catalog/inventory. Asterisk any courses new to the course catalog/inventory.

Current Curriculum

PREFIX AND COURSE #	COURSE TITLE	CR. HRS.
Gen Ed Requirements (37)		
GOV 113	American National Government	3
HIST 1483 HIST 1493	American History to 1877 or American History after 1877	3
ENG 1113	Composition I	3
ENG 1213	Composition II	3
SPCH 1143	Speech	3
HUM	Any class designated as Humanities	6
MATH	One mathematics course	3
SCIENCE	One Life Science and one Science with a lab	7
ELECTIVE	Select from psychology, social sciences, world languages, and Fine Arts	6
Major Field Requirements (23)		
ACCT 2033	Financial Accounting	
ACCT 2123	Managerial Accounting	
BA 1121	Seminar in Business Management I	
BA 1221	Seminar in Business Management II	
BA 2113	Macroeconomics	
BA 2132	Internship	
BA 2213	Microeconomics	
BA 2253	Business Statistics	
BA 2421	Seminar in Business Management III	
BA 2513	Marketing	
Total credit hours		60

Add additional rows as necessary

Proposed Curriculum

PREFIX AND COURSE #	COURSE TITLE	CR. HRS.
Gen Ed Requirements (40)		
GOV 113	American National Government	3
HIST 1483 HIST 1493	American History to 1877 or American History after 1877	3
ENG 1113	Composition I	3
ENG 1213	Composition II	3
CAP 1103	Introduction to Microsoft Office	3
SPCH 1143	Speech	3
HUM	Any class designated as Humanities	6
MATH	One mathematics course	3
SCIENCE	One Life Science and one Science with a lab	7
ELECTIVE	Select from psychology, social sciences, world languages, and Fine Arts	6
Major Field Requirements (23)		
ACCT 2033	Financial Accounting	3
ACCT 2123	Managerial Accounting	3
BA 2113	Macroeconomics	3
BA 2132	Internship	3
BA 2213	Microeconomics	3
BA 2253	Business Statistics	3
BA 2513	Marketing	3
BA 2243 BA 1603	Personal Finance or Workplace and Cultural Competence	3
Total credit hours		63

ADMISSION AND/OR GRADUATION REQUIREMENTS

Please either attach current and proposed program admission and/or graduation requirements or use the tables below to list the current requirements in the left column and the proposed requirements in the right column (see appendix B for example).

Indicate the changes clearly. It is only necessary to complete this section if changes to the program's admission or graduation criteria are being proposed.

Current Program Admission and/or Graduation Requirements	Proposed Program Admission and/or Graduation Requirements
<ol style="list-style-type: none">1. Sixty designated semester credit hours.2. Grade of "C" or better required in all Major Field Requirement courses.3. Grade Point Average of 2.0 or better.4. Fifteen semester credit hours in attendance at SSC.5. Completion of Graduate Exit Survey.	NA

Request for Program Modification

Oklahoma State Regents for Higher Education

Institution submitting request: **Seminole State College**

Contact person: Dr. Amanda Estey

Title: Vice President for Academic Affairs

Phone number and email address: 405-382-9513, a.estey@sscok.edu

Current title of degree program (Level II): Associate in Arts Enterprise Development – General studies

Current title of degree program (Level III): [Click here to enter text](#)

State Regent’s three-digit program code: 675

Degree Granting Academic Unit: Business and Education

With approved options in: A. [Click here to enter text](#)

B. [Click here to enter text](#)

C. [Click here to enter text](#)

D. [Click here to enter text](#)

E. [Click here to enter text](#)

TYPE OF REQUEST: Check all appropriate types of changes and complete ***ONLY*** the appropriate page(s). ***Excluding program deletions and suspensions, for modifications to be considered for State Regents’ approval, the program must be current in the 5-year program review cycle.*** The Degree Program Review schedule can be found at <http://www.osrhe.edu/oeis/ProductivityReport/RevParams.aspx>

Date next review for the program is due: 2024

- (1) Program Deletion
- (2) Program Suspension
- (3) Change of Program Name and/or Degree Designation
- (4) Option Addition
- (5) Option Deletion
- (6) Option Name Change
- (7) Program Requirement Change
- (8) Other Degree Program Modification (non-substantive)
- (9) Program Reinstatement
- (10) This modification affects a Cooperative Agreement Program

Complete and return ONLY this cover sheet AND the appropriate page(s) specifying the requested modification!

NOTE: Information not included in the requested modification may cause a delay in processing.

Signature of President: _____ **Date:** [Click here to enter a date](#)

Date of Governing Board Approval: [Click here to enter a date](#)

All completed modification requests should be emailed to academicaffairsrequests@osrhe.edu.

(7) Program Requirement Change

Oklahoma State Regents for Higher Education
REQUEST FOR PROGRAM MODIFICATION
(continued)

Institution submitting request: **Seminole State College**

Program name and State Regents' three-digit program code to be modified:
Associate in Arts Enterprise Development – General studies; 675

(7) PROGRAM REQUIREMENT CHANGES

NOTE: Information not included on the requested action may cause a delay in processing.

Select all that apply:

- Course requirement change (change in number of core courses, electives, general education, etc. Changes in course prefixes that do not effect content should be reported, but do not require approval.)
- Degree program requirement change (i.e. prerequisites, minimum GPA for admission or other admission criteria changes, graduation criteria change, etc.)
- Total credit hours for the degree will **NOT** change.
- Total credit hours for the degree **WILL** change from 60 to 63

Explain: Added CAP 1103 – Intro to Microsoft Office to list of General Education Requirements.

Summary of changes (attach no more than one page if space provided is inadequate, as well as the form showing the current and proposed curriculum):

Added CAP 1103 – Intro to Microsoft Office to list of General Education Requirements, which increases the total program hours from 60 to 63.

Number of new courses being added to course catalog/inventory: 1

Number of courses being deleted from course catalog/inventory: 0

Provide a brief summary of the reason for requested action (attach no more than one page if space provided is inadequate):

Added Introduction to Microsoft Office to the Gen Ed requirements.

Will requested change require additional funds from the State Regents? No Yes

If yes, please specify the number of the additional costs, the source of the funds, and how they will be expended (attach no more than one page if space provided is inadequate).

[Click here to enter text](#)

Will requested change impact an embedded certificate? No Yes

If yes, please specify the certificate name and State Regents' three-digit program code. A modification to the impacted embedded certificate(s) must accompany the modification request to the main program. [Click here to enter text](#)

Will requested change affect a Cooperative Agreement? No Yes

If yes, a Cooperative Agreement Program Modification Form must be completed and submitted.

For undergraduate degree programs only

As part of the broader work of the Mathematics Success Initiative, the Math Pathways Task Force has identified four gateway mathematics courses that are suitable general education mathematics course options. These courses, *College Algebra/Pre-Calculus*, *Introduction to Statistics, Functions and Modeling*, and *Quantitative Reasoning*, are included on the Course Equivalency Project transfer matrix and provide rigorous mathematical content that is more relevant and appropriate for specific academic majors.

Please respond to the following questions:

1. Which mathematics course is required as part of the general education requirements? If the program allows for multiple gateway mathematics course options, provide a rationale for each.
[Click here to enter text](#)
2. Describe how the mathematics course was selected and how it best meets the needs of the program's students.
[Click here to enter text](#)
3. How does this mathematics course articulate with your partner institutions?
[Click here to enter text](#)

(For more information regarding the gateway mathematics courses, please contact Dr. Rachel Bates (405) 225-9168)

CURRICULAR REQUIREMENTS

Please either attach current and proposed degree program requirements or use the tables below to list the current requirements in the left column and the proposed requirements in the right column (see appendix A for example).

Indicate the changes clearly. Note any courses deleted from the course catalog/inventory. Asterisk any courses new to the course catalog/inventory.

Current Curriculum

PREFIX AND COURSE #	COURSE TITLE	CR. HRS.
Gen Ed Requirements (37)		
GOV 113	American National Government	3
HIST 1483 HIST 1493	American History to 1877 or American History after 1877	3
ENG 1113	Composition I	3
ENG 1213	Composition II	3
SPCH 1143	Speech	3
HUM	Any class designated as Humanities	6
MATH	One mathematics course	3
SCIENCE	One Life Science and one Science with a lab	7
ELECTIVE	Select from psychology, social sciences, world languages, and Fine Arts	6
General Studies Requirements (23)		
	Select courses from student's field of interest	23
	Total credit hours	60

Add additional rows as necessary

Proposed Curriculum

PREFIX AND COURSE #	COURSE TITLE	CR. HRS.
Gen Ed Requirements (40)		
GOV 113	American National Government	3
HIST 1483 HIST 1493	American History to 1877 or American History after 1877	3
ENG 1113	Composition I	3
ENG 1213	Composition II	3
CAP 1103	Introduction to Microsoft Office	3
SPCH 1143	Speech	3
HUM	Any class designated as Humanities	6
MATH	One mathematics course	3
SCIENCE	One Life Science and one Science with a lab	7
ELECTIVE	Select from psychology, social sciences, world languages, and Fine Arts	6
General Studies Requirements (23)		
	Select courses from student's field of interest	23
	Total credit hours	63

ADMISSION AND/OR GRADUATION REQUIREMENTS

Please either attach current and proposed program admission and/or graduation requirements or use the tables below to list the current requirements in the left column and the proposed requirements in the right column (see appendix B for example).

Indicate the changes clearly. It is only necessary to complete this section if changes to the program's admission or graduation criteria are being proposed.

Current Program Admission and/or Graduation Requirements	Proposed Program Admission and/or Graduation Requirements
<ol style="list-style-type: none">1. Sixty designated semester credit hours.2. Grade of "C" or better required in all Major Field Requirement courses.3. Grade Point Average of 2.0 or better.4. Fifteen semester credit hours in attendance at SSC.5. Completion of Graduate Exit Survey.	NA

NOTE: Do not submit this page with the completed program requirement change request.

Appendix A

MAJOR REQUIREMENTS		
MATH 3013	Linear Algebra	3
ECEN 3314	Electronic Devises and Applications ³	4
ECEN 3513	Signal Analysis ³	3
ECEN 3714	Network Analysis ³	4
ECEN 4013	Design of Engineering Systems ³	3
ECEN 4024	Capstone Design ³	4
ECEN 4503	Random Signals and Noise ³	3
IEM 3503	Engineering Economic Analysis ³	3
ECEN 3613	Two of the following: Electromagnetic Fields ³	6
ECEN 3723	Systems I ³	
ECEN 3913	Solid State Electronic Devices ³	
	ECEN Electives ³	15
ELECTIVES		
ENSC 2123	One of the following: Elementary Dynamics	3
ENSC 2143	Strength of Materials	
ENSC 2213	Thermodynamics	
EXXX	Engineering courses 3000 level or above	
	Other approved MATH, CS, STAT	
Total major requirements		51
Total credit hours required for the degree		121⁴

MAJOR REQUIREMENTS		
MATH 3013	Linear Algebra	3
ECEN 3314	Electronic Devises and Applications ³	4
ECEN 3513	Signal Analysis ³	3
ECEN 3714 3713	Network Analysis ³	4 3
ECEN 4013	Design of Engineering Systems ³	3
ECEN 4024	Capstone Design³ (REMOVE)	4
ECEN 4903	Internship	4
ECEN 4503	Random Signals and Noise ³	3
ECEN 3723	Systems I³	3
IEM 3503	Engineering Economic Analysis³ (DELETE)	3
ECEN 3613	Two Three of the following: Electromagnetic Fields ³	6
ECEN 3723	Systems I³	
*ENGR 3433	Radar Systems (NEW)	9
ECEN 3913	Solid State Electronic Devices ³	
ECEN 4513	Signal Analysis II (ADD)	
	ECEN Electives ³	15 12
ELECTIVES		
ENSC 2123	One of the following: Elementary Dynamics	3
ENSC 2143	Strength of Materials	
ENSC 2213	Thermodynamics	
EXXX	Engineering courses 3000 level or above	
	Other approved MATH, CS, STAT	
Total major requirements		51 54
Total credit hours required for the degree		121⁴ 124

NOTE: Do not submit this page with the completed program requirement change request.

Appendix B

Current Program Admission and/or Graduation Requirements	Proposed Program Admission and/or Graduation Requirements
<p>Admission</p> <ul style="list-style-type: none"> • Bachelor of Science in Accounting, with an overall GPA of 3.0 or higher and a GPA of 3.25 in the required prerequisite ACCT courses. • A GMAT score of 600. GMAT waivers are available for an overall GPA of 3.5 and upper-division accounting coursework GPA of 3.5. • Completion of the following prerequisite courses: ACCT 2003, ACCT 3003, ACCT 3013, ACCT 3103, ACCT 3113, ACCT 3203, ACCT 3603, ACCT 4033, ACCT 4133, ACCT 4503, ACCT 4553, MSIS 3123, ECON 2103, ECON 2203, LSB 3213, LSB 4323, MKTG 3213, and MGMT 3013 • Admission interview. • Applicants must submit a completed Graduate College application, resume, one letter of recommendation and a personal statement. • The application deadline is January 31. 	<p>Admission</p> <ul style="list-style-type: none"> • An undergraduate degree, with an overall GPA of 3.0 or higher and a GPA of 3.25 in the required prerequisite accounting courses. • A GMAT score of 550. GMAT waivers are available for an overall GPA of 3.5 and upper-division accounting coursework GPA of 3.5. • Completion of the following prerequisite courses or course equivalents: <ul style="list-style-type: none"> ○ Foundational Accounting Skills ○ Federal Income Taxation ○ Intermediate Accounting, I and II ○ Cost Accounting ○ Accounting Information Systems ○ Audit • Admission interview may be conducted at admission committee's discretion. • Applicants must submit a completed Graduate College application, resume, two letters of recommendation and a personal statement. • The application deadline is March 1.

Request for Program Modification

Oklahoma State Regents for Higher Education

Institution submitting request: **Seminole State College**

Contact person: Dr. Amanda Estey

Title: Vice President for Academic Affairs

Phone number and email address: 405-382-9513; a.estey@sscok.edu;

Current title of degree program (Level II): A.S. Business (203); A.A. Child Development (228); A.S. Computer Science (226); A.S. Criminal Justice (225); A.S. Enterprise Development – Business Administration (676); A.A. Enterprise Development – General Studies (675); A.S. Health, Physical Education, and Recreation (206); A.A. Liberal Studies (205 and all its emphases – Art Emphasis, Biology Emphasis, Arts Emphasis, Mathematics Emphasis, Physical Science Emphasis); A.S. Secondary Education (235 and all of its emphases – English Teacher Emphasis, History Teacher Emphasis, and Math Teacher Emphasis), A.A. Social Sciences (215 and all of its emphases – Government and History Emphasis, and Sociology Emphasis)

Current title of degree program (Level III): [Click here to enter text](#)

State Regent's three-digit program code: 203, 228, 226, 225, 676, 675, 206, 205, 235, 215

Degree Granting Academic Unit: Health Sciences, Social Sciences, Liberal Arts and Humanities, STEM, and Business and Education

- With approved options in:
- A. [Click here to enter text](#)
 - B. [Click here to enter text](#)
 - C. [Click here to enter text](#)
 - D. [Click here to enter text](#)
 - E. [Click here to enter text](#)

TYPE OF REQUEST: Check all appropriate types of changes and complete ***ONLY*** the appropriate page(s). ***Excluding program deletions and suspensions, for modifications to be considered for State Regents' approval, the program must be current in the 5-year program review cycle.*** The Degree Program Review schedule can be found at <http://www.osrhe.edu/oeis/ProductivityReport/RevParams.aspx>

Date next review for the program is due: n/a

- (1) Program Deletion
- (2) Program Suspension
- (3) Change of Program Name and/or Degree Designation
- (4) Option Addition
- (5) Option Deletion
- (6) Option Name Change
- (7) Program Requirement Change
- (8) Other Degree Program Modification (non-substantive)

Complete and return ONLY this cover sheet AND the appropriate page(s) specifying the requested modification!

NOTE: Information not included in the requested modification may cause a delay in processing.

All completed modification requests should be emailed to academicaffairsrequests@osrhe.edu.

(9) Program Reinstatement

(10) This modification affects a Cooperative Agreement Program

Signature of President: _____ **Date:** [Click here to enter a date](#)

Date of Governing Board Approval: [Click here to enter a date](#)

All completed modification requests should be emailed to academicaffairsrequests@osrhe.edu.

**(8) Other Degree
Program Modification**

Oklahoma State Regents for Higher Education
REQUEST FOR PROGRAM MODIFICATION
(continued)

Institution submitting request: **Seminole State College**

Program name and State Regents' three-digit program code of program to be modified:

All programs at SSC that require a physical science option that is not already met by the program's curriculum: A.S. Business (203); A.A. Child Development (228); A.S. Computer Science (226); A.S. Criminal Justice (225); A.S. Enterprise Development – Business Administration (676); A.A. Enterprise Development – General Studies (675); A.S. Health, Physical Education, and Recreation (206); A.A. Liberal Studies (205 and all its emphases – Art Emphasis, Biology Emphasis, Arts Emphasis, Mathematics Emphasis, Physical Science Emphasis); A.S. Secondary Education (235 and all of its emphases – English Teacher Emphasis, History Teacher Emphasis, and Math Teacher Emphasis), A.A. Social Sciences (215 and all of its emphases – Government and History Emphasis, and Sociology Emphasis)

(8) OTHER DEGREE PROGRAM MODIFICATION

Requested action: Add AGRI 2144 - Fundamentals of Soil Science as a general education requirement/option for physical science for most A.A. and A.S. degrees.

Reason for requested action (attach no more than one page if space provided is inadequate):

SSC has had many students who are non ag majors ask if AGRI 2144 could count as their physical science credit. We have used substitutions in the past to help fill that gap, so the curriculum committee decided to add it as a physical science option for all students.

Will requested change require additional funds? No Yes

If yes, please specify the amount of the additional costs, the source of the funds, and how they will be expended (if explanation exceeds space provided, attach no more than one page).

Click here to enter text

Will requested action substantively change the curriculum? No Yes

If yes, please also complete and submit a Program Requirement Change form.

**Current Curriculum
General Education Requirements for
Associate in Arts and Associate in Science Degrees**

Social Sciences	6
GOV 1113 American National Government	
HIST 1483 American History to 1877 <u>or</u>	
HIST 1493 American History since 1877	
Language Arts	9
ENG 1113 Composition I	
ENG 1213 Composition II	
SPCH 1143 Speech	
Humanities	6
<i>Select two of the following:</i>	
ART 2323 Global Studies in Art	HUM 1103 The Life of Jesus
ART 1153 Art History I	HUM 1113 Old Testament
ART 1163 Art History II	HUM 1143 New Testament
ART 1203 Art Appreciation	HUM 2123 Multiculturalism through Film
ENG 1803 Native American Literature	HUM 2153 Crime, Delinquency, and Soc. Sci. Issues through Film
ENG 2403 Global Studies in LAH	HUM 2173 Introduction to Film & TV
ENG 2413 Introduction to Literature	HUM 2323 Social Science Issues As Perceived through Movies
ENG 2433 World Literature I	HUM 2333 Leadership Development through the Classics
ENG 2543 British Literature I	HUM 2343 Global Studies in Humanities
ENG 2653 British Literature II	MUS 1213 Music Appreciation I
ENG 2753 American Literature I	MUS 1223 Music Appreciation II
ENG 2883 American Literature II	PHIL 1113 Philosophy*
HIST 2223 Early Western Civilization to 1660	SOC 2433 Global Studies in Culture and Diversity
HIST 2233 Modern Western Civilization since 1660	SPCH 1523 Introduction to Theatre
Mathematics	3
<i>Select one of the following:</i>	
MATH 1413 Quantitative Reasoning	
MATH 1503 Elementary Statistics	
MATH 1513 Pre-Calculus for Eng-Phys-CS	
MATH 1523 Pre-Calculus for Bus-Biol	
MATH 1613 Plane Trigonometry	
MATH 2215 Calculus and Analytic Geometry I	
Life Science	4
<i>Select one of the following:</i>	
AGRI 1104 Introduction to Animal Science	
AGRI 1204 Introduction to Plant and Soil Science	
BIOL 1114 General Biology	
BIOL 1214 Principles of Biology	
BIOL 1224 General Botany	
BIOL 1234 General Zoology	
Physical Science	4
<i>Select one of the following:</i>	
CHEM 1114 Introduction to Chemistry	PHYS 1314 Astronomy
CHEM 1315 General Chemistry I	PHYS 1414 Physical Geology
ENVS 1114 Introduction to Environmental Science	PHYS 2114 General Physics I
PHYS 1114 General Physical Science	PHYS 2224 General Physics II
PHYS 1214 Earth Science	
Computer Applications	3
CAP 1103 Introduction to Microsoft Office	
Health, Physical Education and Recreation	2
HPER 1012 Wellness and Human Development	
First-Year Success	2
STSC 1002 Learning Strategies	
Psychology, Social Science, World Languages or Fine Arts Elective	3
<i>Select one of the following:</i>	
ASL 2343 Sign Language I	ENG 1313 Technical Writing
ANTH 1113 General Anthropology	ENG 2103 Fiction Writing
ART 1103 Fundamentals of Art I	ENG 2113 Creative Writing
ART 1123 Drawing I	ENG 2123 Introduction to Poetry
ART 2123 Ceramics I	GEOG 1123 World Regional Geography
ART 2213 Watercolor I	NAS 1713 Seminole/Creek Language I
BA 2113 Macroeconomics	PSY 1113 General Psychology
BA 2213 Microeconomics	SOC 1113 Introduction to Sociology
CJ 1113 Introduction to Criminology	SPAN 1125 Spanish I
TOTAL REQUIRED GENERAL EDUCATION HOURS	42

**Proposed Change
General Education Requirements for
Associate in Arts and Associate in Science Degrees**

Social Sciences	6
GOV 1113 American National Government	
HIST 1483 American History to 1877 <u>or</u>	
HIST 1493 American History since 1877	
Language Arts	9
ENG 1113 Composition I	
ENG 1213 Composition II	
SPCH 1143 Speech	
Humanities	6
<i>Select two of the following:</i>	
ART 2323 Global Studies in Art	HUM 1103 The Life of Jesus
ART 1153 Art History I	HUM 1113 Old Testament
ART 1163 Art History II	HUM 1143 New Testament
ART 1203 Art Appreciation	HUM 2123 Multiculturalism through Film
ENG 1803 Native American Literature	HUM 2153 Crime, Delinquency, and Soc. Sci. Issues through Film
ENG 2403 Global Studies in LAH	HUM 2173 Introduction to Film & TV
ENG 2413 Introduction to Literature	HUM 2323 Social Science Issues As Perceived through Movies
ENG 2433 World Literature I	HUM 2333 Leadership Development through the Classics
ENG 2543 British Literature I	HUM 2343 Global Studies in Humanities
ENG 2653 British Literature II	MUS 1213 Music Appreciation I
ENG 2753 American Literature I	MUS 1223 Music Appreciation II
ENG 2883 American Literature II	PHIL 1113 Philosophy*
HIST 2223 Early Western Civilization to 1660	SOC 2433 Global Studies in Culture and Diversity
HIST 2233 Modern Western Civilization since 1660	SPCH 1523 Introduction to Theatre
Mathematics	3
<i>Select one of the following:</i>	
MATH 1413 Quantitative Reasoning	
MATH 1503 Elementary Statistics	
MATH 1513 Pre-Calculus for Eng-Phys-CS	
MATH 1523 Pre-Calculus for Bus-Biol	
MATH 1613 Plane Trigonometry	
MATH 2215 Calculus and Analytic Geometry I	
Life Science	4
<i>Select one of the following:</i>	
AGRI 1104 Introduction to Animal Science	
AGRI 1204 Introduction to Plant and Soil Science	
BIOL 1114 General Biology	
BIOL 1214 Principles of Biology	
BIOL 1224 General Botany	
BIOL 1234 General Zoology	
Physical Science	4
<i>Select one of the following:</i>	
AGRI 2144 Fundamentals of Soil Science	PHYS 1214 Earth Science
CHEM 1114 Introduction to Chemistry	PHYS 1314 Astronomy
CHEM 1315 General Chemistry I	PHYS 1414 Physical Geology
ENVS 1114 Introduction to Environmental Science	PHYS 2114 General Physics I
PHYS 1114 General Physical Science	PHYS 2224 General Physics II
Computer Applications	3
CAP 1103 Introduction to Microsoft Office	
Health, Physical Education and Recreation	2
HPER 1012 Wellness and Human Development	
First-Year Success	2
STSC 1002 Learning Strategies	
Psychology, Social Science, World Languages or Fine Arts Elective	3
<i>Select one of the following:</i>	
ASL 2343 Sign Language I	ENG 1313 Technical Writing
ANTH 1113 General Anthropology	ENG 2103 Fiction Writing
ART 1103 Fundamentals of Art I	ENG 2113 Creative Writing
ART 1123 Drawing I	ENG 2123 Introduction to Poetry
ART 2123 Ceramics I	GEOG 1123 World Regional Geography
ART 2213 Watercolor I	NAS 1713 Seminole/Creek Language I
BA 2113 Macroeconomics	PSY 1113 General Psychology
BA 2213 Microeconomics	SOC 1113 Introduction to Sociology
CJ 1113 Introduction to Criminology	SPAN 1125 Spanish I
TOTAL REQUIRED GENERAL EDUCATION HOURS	42

List of affected A.S. and A.A. programs that do not already meet the physical science requirement from it already being listed as one of the major field requirements.:

A.S. Business
A.A. Child Development
A.S. Computer Science
A.S. Criminal Justice
A.S. Enterprise Development – Business Administration
A.A. Enterprise Development – General Studies
A.S. Health, Physical Education, and Recreation
A.A. Liberal Studies – Art Emphasis
A.A. Liberal Studies – Biology Emphasis
A.A. Liberal Studies – Language Arts Emphasis
A.A. Liberal Studies – Mathematics Emphasis
A.A. Liberal Studies – Physical Science Emphasis
A.A. Liberal Studies
A.S. Secondary Education – English Teacher Emphasis
A.S. Secondary Education – History Teacher Emphasis
A.S. Secondary Education – Math Teacher Emphasis
A.S. Secondary Education
A.A. Social Sciences – Government and History Emphasis
A.A. Social Sciences – Sociology Emphasis
A.A. Social Sciences