

**SEMINOLE STATE COLLEGE
BOARD OF REGENTS SPECIAL MEETING
Thursday, May 18, 2023**

**Business Session
Enoch Kelly Haney Center – Board Room
1:00 P.M.**

**Luncheon
Enoch Kelly Haney Center – Room #204**

I. CALL TO ORDER

II. ROLL CALL OF MEMBERS

III. INTRODUCTION OF GUESTS

IV. READING AND APPROVAL OF MINUTES

Special Meeting March 27, 2023

V. COMMUNICATIONS TO THE BOARD

Financial Report – April 30, 2023

- *E&G and Auxiliary Purchases over \$15,000 for March:*
Air Force 1 A/C & Heating LLC \$33,423.00

- *E&G and Auxiliary Purchases over \$15,000 for April - None*

VI. HEARING OF DELEGATIONS

None at the time of filing of the agenda.

VII. PRESIDENT'S REPORT

- ✓ Personnel Update
- ✓ Campus Activities
- ✓ Campus Repairs and Renovation Projects
- ✓ Legislative Activities
- ✓ Sports Playoffs

VIII. BUSINESS

- A. Review and consider approval of revisions to Board Policy III-5-6 regarding service and emotional support/assistance animals

Board Action: Approve/Reject/Revise Changes

- B. Review and consider approval of revisions to Board Policy II-6-10 regarding faculty tenure

Board Action: Approve/Reject/Revise Changes

- C. Review and consider approval of revisions to Board Policy II-4-10 regarding outside employment

Board Action: Approve/Reject/Revise Changes

- D. Review and consider approval of proposed Board Policy regarding information security

Board Action: Approve/Reject/Revise Proposed Policy

- E. 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 - ID System
- Program Deletion – Associate in Applied Technology in Business Operations (114)

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 SPECIAL MEETING March 27, 2023

I. Call to Order

The Seminole State College Board of Regents' regular monthly meeting was called to order at 12:00 p.m. in the Utterback Ballroom of the Enoch Kelly Haney Center.

II. Roll Call of Members

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

III. Introduction of Guests

President Reynolds introduced administrators and staff present at the meeting. Special recognition was given to Crystal Bray, Chair of the Nursing Division.

IV. Minutes

There being no additions or corrections to the minutes of the regular meeting held February 16, 2023; Regent Donaho made a motion to approve the minutes as written and Regent Morgan seconded the motion. Roll call was as follows: Morgan, yes; Donaho, yes; Franklin, yes; Ready, yes; and Hyden, 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 February 28, 2023 via Zoom from the Higher Learning Commission Conference in Chicago. Regent Morgan made a motion to approve the Financial Report as presented and Regent Donaho seconded the motion. Roll call was as follows: Morgan, yes; Donaho, yes; Franklin, yes; Ready, yes; and Hyden, yes.

Purchases over \$15,000 for February - none

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 Erin Medley has been hired as the Human Resources Associate and Shelby Parsons has been hired as an Assistant Professor of Nursing. A letter of resignation has been received from Kim Owen, Foundation Advancement Coordinator.

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

- Paul Juhasz, Yasmina Choate, and Dr. Andrew Davis presented at the 2023 Southwest Popular and American Culture Conference – February 21-25
- Regent Bryan Cain was one of 2023 Oklahoma's Most Admired CEO's & Financial Stewardship award recipients
- SSC Nursing students held a disaster training on February 22
- Seminole Nation Chief Lewis Johnson visited campus on March 6
- A lecture on Harry S. Truman was held in observance of President's Day
- SSC Nursing Students presented at Wewoka High School on general wellness and personal care
- President Reynolds and PLC student Hailey Wallace read at Seminole's Wilson Elementary in observance of Dr. Seuss' birthday
- SSC Professors Jeffrey Christiansen and Marta Osby volunteered their time to judge the first History Fair held by the Academy of Seminole
- The SSC PLC class toured the Oklahoma Bureau of Narcotics and Dangerous Drugs headquarters in Oklahoma City
- Paul Juhasz held a poetry reading on campus on March 21
- President Reynolds gave the Regents an update on spring sports and reported on the SSC Men's Basketball team traveled to the national tournament in Hutchinson, KS
- Men's Head Basketball Coach Don Tuley was named District Coach of the Year
- SSC freshman baseball player Gio DeGraauw from the Netherlands hosted his family for a week long visit to Seminole
- Twelve SSC students were inducted into the PTK International Honor Society on March 22
- An Interscholastic Meet was held on campus on March 23
- SSC employees attended a free seminar held by First United Bank regarding "Creating Your Monthly Spending Plan"
- The SSC Shooting Team competed in the ACUI Nationals in San Antonio, TX
- The SSC Educational Foundation Spring Recognition Banquet will be held on April 27
- Commencement will be held on May 5

VIII. Business

Consideration of Approval of Bid from Midwest Commercial, LLC – President Reynolds presented the Board with bid information from Midwest Commercial, LLC for repairs to the Walkingstick Student Services Center and a memo of support from Dr. Bill Knowles, Vice President for Student Affairs and Melanie Rinehart, Vice President for Fiscal Affairs. This bid was in the amount of \$121,603. President Reynolds recommended approval. Regent Morgan made a motion to approve the bid from Midwest Commercial, LLC and Regent Franklin seconded this motion. Roll call was as follows: Morgan, yes; Donaho, yes; Franklin, yes; Ready, yes; and Hyden, yes.

Approval of 2023-2028 Strategic Plan – President Reynolds presented the Board with a copy of a revised and updated 2023-2028 Strategic plan and recommended approval. Regent Donaho made a motion to approve the revised Strategic Plan as presented and Regent Morgan seconded this motion. Roll call was as follows: Morgan, yes; Donaho, yes; Franklin, yes; Ready, yes; and Hyden, yes.

IX. Consent Agenda

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

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

There being no further business or discussion Regent Donaho made a motion to adjourn the meeting at 12:42 p.m. Regent Morgan seconded the motion. This motion was approved unanimously.

Kim Hyden, Vice Chair

**Seminole State College
Combining Statement of Net Assets
As of March 31, 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	4,557,244.09	477,834.18	1,111,740.40	2,135.22	(5,243.89)	25,811.30	(2,118.35)	-	6,167,402.95
Accounts Receivable, net	-	-	-	-	-	-	-	-	-
Other Accrued Income	27,345.73	-	-	-	-	-	-	-	27,345.73
Capital Assets, net	-	-	-	-	-	-	-	16,062,550.82	16,062,550.82
Total Assets	4,584,589.82	477,834.18	1,111,740.40	2,135.22	(5,243.89)	25,811.30	(2,118.35)	16,062,550.82	22,257,299.50
Accounts Payable	(650.00)	9,913.41	-	-	-	-	-	-	9,263.41
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)	9,913.41	-	2,135.22	-	-	-	12,216,443.24	12,227,841.87
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	787,394.07	101,247.08	95,546.81	-	-	(49,250.22)	(2,796.05)	-	932,141.69
Ending Net Position	4,585,239.82	467,920.77	1,111,740.50	-	(5,243.89)	25,811.30	(2,118.35)	3,846,107.58	10,029,457.73

Seminole State College
Combining Statement of Revenues, Expenses and Changes in Net Assets
For the Period July 1 through March 31, 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	\$ 4,595,155	\$ 802,617	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,397,772
State appropriations	4,264,524	-	1,000,000	-	-	-	-	-	5,264,524
Federal grants and contracts	-	6,355,692	-	-	-	-	923,557	-	7,279,249
State and private grants and contracts	47,601	1,271,504	-	-	-	-	-	-	1,319,105
Housing & Food Service	-	860,335	-	-	-	-	-	-	860,335
Bookstore	-	1,158,363	-	-	-	-	-	-	1,158,363
Other revenues	623,907	923,404	-	-	-	-	-	-	1,547,311
Total operating revenues	9,531,188	11,371,915	1,000,000	-	-	-	923,557	-	22,826,660
Expenditures									
Compensation and benefits	6,054,145	2,356,884	-	-	-	21,508	35,846	-	8,468,382
Contractual services	529,492	656,208	-	-	-	-	2,800	-	1,188,500
Supplies and materials	279,463	4,508,591	219,735	-	-	1,707	714,185	-	5,723,681
Scholarships and fellowships	1,015,926	2,605,930	-	-	-	-	-	-	3,621,856
Communications	35,320	2,823	-	-	-	3,078	-	-	41,221
Depreciation	-	-	-	-	-	-	-	-	-
Utilities	382,681	107,068	-	-	-	-	-	-	489,749
Other expenditures	446,766	1,033,163	684,718	-	-	22,958	173,522	-	2,361,128
Total Operating Expenses	8,743,793	11,270,668	904,453	-	-	49,250	926,353	-	21,894,518
Operating income (loss)	787,394	101,247	95,547	-	-	(49,250)	(2,796)	-	932,142
Transfers from (to)	-	-	-	-	-	-	-	-	-
Change in Net Position	787,394	101,247	95,547	-	-	(49,250)	(2,796)	-	932,142

Seminole State College
Combining Statement of Changes in Cash and Cash Equivalents
For the Period July 1 through March 31, 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	787,394	101,247	95,547	-	-	(49,250)	(2,796)	-	932,142
Changes not providing (using) cash	438,856	(452,307)	25,339	(570)	(5,244)	4,561	588	-	11,223
Cash and Cash Equivalents, Ending	<u>\$ 4,557,244</u>	<u>\$ 477,834</u>	<u>\$ 1,111,740</u>	<u>\$ 2,135</u>	<u>\$ (5,244)</u>	<u>\$ 25,811</u>	<u>\$ (2,118)</u>	<u>\$ -</u>	<u>\$ 6,167,403</u>

Seminole State College
Education and General - Statement of Budgeted Revenues and Expenditures
For the Period July 1 through March 31, 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	\$ 4,264,524	5,156,388	\$ 4,094,172
Tuition	102,821	2,638,664	3,238,082	2,930,464
Non-Resident Tuition Fees	20,424	592,853	350,000	316,750
Remedial Course Fee	919	33,008	39,400	35,657
Tuition	<u>124,164</u>	<u>3,264,525</u>	<u>3,627,482</u>	<u>3,282,871</u>
STEM Academic Excellence Fee	3,741	95,813	124,200	112,401
LAH Academic Excellence Fee	1,730	39,599	53,700	48,599
Bus & Ed Academic Excellence Fee	2,965	53,835	66,200	59,911
Health Science Academic Excellence Fee	445	10,059	15,000	13,575
Social Science Academic Excellence Fee	1,720	42,031	53,600	48,508
Physical Therapist Assistance Fee	-	2,294	6,600	5,973
Technology Service Fee	13,158	221,782	276,500	250,233
Bus And Ind Additional Fees	-	-	-	-
Nursing Fee	2,981	64,794	87,400	79,097
Laboratory Fees	2,881	60,472	79,900	72,310
Medical Lab Tech Fee	240	6,216	10,900	9,865
Electronic Academic Access Fee	2,326	64,084	84,500	76,473
Dist Education/Outreach Fee	9,831	245,085	265,700	240,459
Academic Course Fees	<u>42,018</u>	<u>906,064</u>	<u>1,124,200</u>	<u>1,017,401</u>
Late Payment Fees	594	4,889	10,100	9,141
Application For Admission Fees	501	10,076	14,900	13,485
Assessment Fee	4,438	72,128	92,000	83,260
Refund Per Legal Settlement	-	-	-	-
Ace Testing Fees	70	2,520	-	-
Hybrid Course Fee	-	-	-	-
Sr Citizens Discount	-	-	-	-
Enrollment Seminars	-	79	-	-
Clep Testing Fees	15	175	-	-
Library Automation Fee	4,058	67,554	84,500	76,473
Clearing Other Special Enrollment	-	-	84,501	76,473
Records Fee	2,880	48,872	61,400	55,567
Parking Fees	714	24,930	35,700	32,309
Student Id Fee	520	13,396	19,700	17,829
Accident Shield Fee	3,556	80,383	101,400	91,767
Special Testing Fees	150	3,050	-	-
International Student Fee	365	6,458	3,000	2,715
Compliance Fee	2,932	47,975	61,100	55,296
Safety Fee	1,951	42,081	54,300	49,142
Other Student Fees	<u>22,742</u>	<u>424,567</u>	<u>622,601</u>	<u>563,454</u>
Total Tuition and Fees	<u>188,924</u>	<u>4,595,155</u>	<u>5,374,283</u>	<u>4,863,726</u>
Other Income	<u>80,805</u>	<u>671,508</u>	<u>500,544</u>	<u>452,992</u>
Total Revenue	<u>671,865</u>	<u>9,531,188</u>	<u>11,031,215</u>	<u>9,410,891</u>
<u>EXPENDITURES</u>				
Instruction	419,839	3,558,964	5,095,586	3,836,976
Research	-	-	-	-
Public Service	-	-	-	-
Academic Support	48,994	240,707	439,314	330,803
Student Services	94,003	1,037,969	1,206,846	908,755
Institutional Support	145,214	1,382,221	1,993,046	1,500,764
Physical Plant	195,374	1,528,442	2,115,460	1,592,942
Scholarships and Tuition Waivers	457,962	995,491	900,000	900,000
Total Expenditures	<u>1,361,385</u>	<u>8,743,793</u>	<u>11,750,252</u>	<u>9,070,240</u>
Total Revenue Over (Under) Expenditures	<u>\$ (689,520)</u>	<u>787,394</u>	<u>\$ (719,037)</u>	<u>\$ 340,651</u>

Seminole State College
Auxiliary Summary Statement of Revenue and Expenditures
For the Period July 1 through March 31, 2023

	CURRENT MONTH	YEAR TO DATE	BUDGET	
			ANNUAL	YEAR-TO-DATE
<u>REVENUES</u>				
Contractual Food Service	\$ 23,377	\$ 592,204	\$ 664,530	\$ 548,237
Bookstore	42,125	1,189,829	960,000	891,840
Institutional Support	31,259	519,516	679,637	600,119
Seminole/Roesler Residential Centers	18,251	865,644	1,049,100	822,494
Student Activities	17,947	298,084	366,267	323,414
Total Revenues	132,958	3,465,276	3,719,534	3,186,105
<u>EXPENDITURES</u>				
Contractual Food Service	94,557	531,782	617,900	504,206
Bookstore	43,579	563,235	859,730	753,123
Institutional Support	6,748	1,132,431	1,067,800	1,054,208
Seminole/Roesler Residential Centers	73,269	579,709	706,448	550,323
Student Activities	51,363	493,115	767,589	705,414
Total Expenditures	269,516	3,300,272	4,019,467	3,567,275
Revenue Over (Under) Expenditures	\$ (136,558)	\$ 165,005	\$ (299,933)	\$ (381,170)

Seminole State College
Food Service - Statement of Revenue and Expenditures
For the Period July 1 through March 31, 2023

	ACTUAL		BUDGET	
	CURRENT	YEAR-TO-DATE	ANNUAL	YEAR-TO-DATE
Meals revenue	\$ 20,985	\$ 587,754	\$ 662,530	\$ 546,587
Other revenue	2,392	4,450	2,000	1,650
Total revenue	<u>23,377</u>	<u>592,204</u>	<u>664,530</u>	<u>548,237</u>
Travel	-	-	-	-
Supplies	-	744	-	-
Miscellaneous Expenditures	3,153	10,163	42,850	34,966
Contractual Service	91,404	520,875	575,000	469,200
Sponsorships	-	-	-	-
Advertising	-	-	-	-
Telephone	-	-	-	-
Postage	-	-	50	41
Equipment	-	-	-	-
Total expenditures	<u>94,557</u>	<u>531,782</u>	<u>617,900</u>	<u>504,206</u>
Net profit (loss)	<u>\$ (71,181)</u>	<u>\$ 60,422</u>	<u>\$ 46,630</u>	<u>\$ 44,031</u>

Seminole State College
Bookstore Statement of Revenue and Expenditures
For the Period July 1 through March 31, 2023

	ACTUAL		BUDGET	
	CURRENT	YEAR-TO-DATE	ANNUAL	YEAR-TO-DATE
Sales revenue	\$ 40,835	\$ 1,158,363	\$ 950,000	\$ 882,550
Other revenue	1,289	31,465	10,000.00	\$ 9,290
Total revenue	42,125	1,189,829	960,000	891,840
Purchase For Resale	31,442	451,358	693,872	607,832
Professional Salaries, F.T.	3,325	29,925	42,245	37,007
Classified Salaries, F.T.	2,432	21,889	38,049	33,331
Classified Salaries, P.T.	1,445	12,777	1,295	1,134
Student Wages	318	898	5,000	4,380
Professional Services	-	395	-	-
Fringe Benefits	3,490	31,111	45,769	40,094
Compensation expenditures	11,010	96,994	132,358	115,946
Travel	855	1,074	1,500	1,314
Supplies	607	1,949	5,000	4,380
Bookstore Supplies	-	-	-	-
Miscellaneous Expenditures	-	24	1,000	876
Contractual Service	470	12,779	24,800	21,725
Sponsorships	50	131	-	-
Advertising	-	-	-	-
Telephone	-	-	-	-
Postage	-	-	1,200	1,051
Equipment	-	-	-	-
Other expenditures	1,127	14,883	33,500	29,346
Total expenditures	43,579	563,235	859,730	753,123
Net profit (loss)	\$ (1,454)	\$ 626,594	\$ 100,270	\$ 138,717

Seminole State College
Institutional Support- Statement of Budgeted Revenues and Expenditures
For the Period July 1 through March 31, 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	\$ 14,794	\$ 242,182	\$ 298,994	264,012
Infrastructure Fee	15,722	262,351	328,893	290,413
Student Fees	<u>30,517</u>	<u>504,533</u>	<u>627,887</u>	<u>554,424</u>
Other Income-Overpayment	191	4,448	15,000	13,245
Refunds / Reimbursements	-	20	35,000	30,905
Interest Income	-	1,485	-	-
Seminar fees	-	-	-	-
Vending machine commissions	52	1,034	1,250	1,104
Photocopy revenue	-	-	-	-
Repair and replacement, damaged property	-	-	-	-
Haney Center	500	7,995	500	442
Other income	<u>743</u>	<u>14,983</u>	<u>51,750</u>	<u>45,695</u>
Total Revenue	<u>31,259</u>	<u>519,516</u>	<u>679,637</u>	<u>600,119</u>
<u>EXPENDITURES</u>				
Professional Salaries, F.T.	-	250	-	-
Classified Salaries, F.T.	-	-	-	-
Classified Salaries, P.T.	-	-	-	-
Student Wages	-	-	-	-
Professional Services	2,000	114,219	105,000	96,495
Fringe Benefits	-	74	-	-
Personnel expenditures	<u>2,000</u>	<u>114,542</u>	<u>105,000</u>	<u>96,495</u>
Travel	-	595	9,000	8,271
Supplies	133	5,794	15,000	13,785
Bookstore Supplies	-	-	-	-
Miscellaneous Expenditures	2,784	26,562	32,800	30,143
Lease Payments	-	-	-	-
Contractual Service	-	-	-	-
Sponsorships	-	-	-	-
Advertising	-	-	-	-
Telephone	-	-	-	-
Postage	-	-	-	-
Equipment	-	-	-	-
Housing and book scholarships	1,831	984,939	900,000	900,000
Haney Center	-	-	6,000	5,514
Total Expenditures	<u>6,748</u>	<u>1,132,431</u>	<u>1,067,800</u>	<u>1,054,208</u>
Total Revenue Over (Under) Expenditures	<u>\$ 24,511</u>	<u>\$ (612,915)</u>	<u>\$ (388,163)</u>	<u>(454,089)</u>

Seminole State College
Housing - Statement of Revenue and Expenditures
For the Period July 1 through March 31, 2023

	ACTUAL		BUDGET	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
Rental revenue - Dorms	\$ 17,466	855,196	\$ 1,044,100	818,574
Other revenue	785	10,448	5,000	3,920
Total revenue	<u>18,251</u>	<u>865,644</u>	<u>1,049,100</u>	<u>822,494</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	599.64	875		
Supplies	611	17,780	20,883	16,268
Miscellaneous Expenditures	3,937	39,204	90,439	70,452
Lease Payments	45,517	409,654	502,126	391,156
Contractual Service	-	-	7,000	5,453
Sponsorships	-	-	-	-
Advertising	-	-	-	-
Telephone	-	54	1,000	779
Utilities	17,530	107,068	85,000	66,215
Postage	-	-	-	-
Equipment	5,075.00	5,075	-	-
Other expenditures	<u>73,269</u>	<u>579,709</u>	<u>706,448</u>	<u>550,323</u>
Total expenditures	<u>73,269</u>	<u>579,709</u>	<u>706,448</u>	<u>550,323</u>
Net profit (loss)	<u>\$ (55,018)</u>	<u>285,935</u>	<u>\$ 342,652</u>	<u>\$ 272,171</u>

Seminole State College
Student Activities - Statement of Revenue and Expenditures
For the Period July 1 through March 31, 2023

	ACTUAL		BUDGET	
	CURRENT	YEAR-TO-DATE	ANNUAL	YEAR-TO-DATE
Student activity fee	\$ 16,142	\$ 268,147	\$ 328,893	\$ 290,413
Cultural & recreation fee	1,805	29,937	37,374	33,001
Athletic Administration	-	-	-	-
Golf-Women	-	-	-	-
Golf-Men	-	-	-	-
Womens Soccer	-	-	-	-
Men's Basketball	-	-	-	-
Women's Basketball	-	-	-	-
Volleyball	-	-	-	-
Baseball	-	-	-	-
Softball	-	-	-	-
Total Revenue	17,947	298,084	366,267	323,414
Athletic Administration	13,847	160,446	216,915	199,345
National Tournaments	(2,500)	13,750	46,756	42,969
Golf-Women	2,104	18,151	29,403	27,021
Golf-Men	3,524	26,649	27,232	25,026
Womens Soccer	336	40,580	57,614	52,947
Men's Basketball	6,985	51,165	47,974	44,088
Women's Basketball	2,961	23,764	48,169	44,267
Volleyball	-	19,146	37,614	34,567
Baseball	13,554	66,797	126,889	116,611
Softball	10,155	63,730	92,023	84,569
Student Government	397	2,412	12,000	11,028
Livestock Judging Team	-	-	10,000	9,190
PLC	-	6,526	15,000	13,785
SSC Aggie (AFAC)	-	-	-	-
Phi Theta Kappa (AFAC)	-	-	-	-
NASA (AFAC)	-	-	-	-
Student Nurse Association(AFAC)	-	-	-	-
Total Expenditures	51,363	493,115	767,589	705,414
Revenue Over (Under) Expenditures	\$ (33,417)	\$ (195,031)	\$ (401,322)	\$ (382,001)

Seminole State College
Restricted Funds - Statement of Revenue and Expenditures
For the Period July 1 through March 31, 2023

	<u>Revenue</u>	<u>Expenditures</u>	<u>Net</u>
PELL	\$ 2,399,080	\$ 2,396,645	\$ 2,435
PELL Recovery	59	-	59
SEOG	70,152	77,152	(7,000)
Direct Loans	1,308,318	1,287,058	21,260
Student loan repayment	-	-	-
College Work Study	45,721	38,721	7,000
SSC Foundation	25,780	48,270	(22,490)
Private Scholarships	468,797	516,260	(47,463)
Private Loans	43,111	-	43,111
Cherokee Student Grants	38,350	36,200	2,150
Sac & Fox Student Grants	20,743	16,743	4,000
Creek Tribe Student Grants	7,810	3,000	4,810
Shawnee Tribe Student Grants	9,910	13,118	(3,208)
Choctaw Tribe Student Grants	47,467	43,867	3,600
Citizen Pottawatomie Stud Grnt	41,877	44,524	(2,647)
Chickasaw Tribe Std Grants	71,971	71,071	900
OHLAP	342,105	366,720	(24,615)
Misc Indial Tribal Grants	53,758	58,810	(5,052)
Oklahoma Tuition Aid Grant	234,409	234,100	309
Subtotal Financial Aid	<u>5,229,416</u>	<u>5,252,258</u>	<u>(22,842)</u>
Title III Engaging Students in Science	-	-	-
Ub Math/Science #2	176,732	175,393	1,338
Ub Math/Science #1	188,751	188,637	114
Upward Bound #2	189,137	188,082	1,054
Upward Bound #1	219,544	217,899	1,645
Talent Search West	207,600	208,267	(667)
Talent Search Central	306,460	305,853	607
Dream Catcher Gear Up	544,719	576,585	(31,866)
STEM Student Support	171,445	172,309	(864)
Student Support Serices	228,847	230,497	(1,650)
NASNTI Grant	287,180	287,736	(557)
NASNTI Grant	-	289	(289)
Scholars for Excellence	-	56,502	(56,502)
Carl Perkins	13,886	-	13,886
Subtotal Federal Grants	<u>2,534,301</u>	<u>2,608,050</u>	<u>(73,749)</u>
Care Bears	27,465	19,549	7,916
Nursing Student'S	1,748	2,030	(282)
Residential Deposits	10,000	-	10,000
Professional Staff Council	1,835	1,137	698
Upward Bound #2 Fund Raiser	1,281	1,060	221
Upward Bound M/S Fund Raiser	2,495	1,116	1,379
Ub Ms #2 Fund Raiser	200	393	(193)
Upward Bound #1 Fundraiser	475	839	(364)
Subtoal Other Restricted	<u>45,499</u>	<u>26,123</u>	<u>19,375</u>
Total	<u>\$ 7,809,216</u>	<u>\$ 7,886,431</u>	<u>\$ (77,215)</u>

Seminole State College
Campus Organizations - Statement of Revenue and Expenditures
For the Period July 1 through March 31, 2023

	<u>Revenue</u>	<u>Expenditures</u>	<u>Net</u>
NURSING COPY MACHINE	26	-	26
VA REPORT FEE	704	336	368
ART FUND	25	-	25
CARE BEARS	27,465	19,549	7,916
FACULTY SENATE	2,100	4,246	(2,146)
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	822	587	235
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	1,748	2,030	(282)
MLT BOC FEE	573	430	143
RESIDENTIAL DEPOSITS	10,000	-	10,000
PROFESSIONAL STAFF COUNCIL	1,835	1,137	698
CLASSIFIED STAFF ASSOCIATION	942	428	514
MU ALPHA THETA (MATH HONORS)	395	-	395
PSI BETA	240	-	240
OTHER ORGANIZATIONS AND ACTIVITIES	33,283	40,459	(7,176)
	<u>\$ 97,423</u>	<u>\$ 83,965</u>	<u>\$ 13,458</u>

**Seminole State College
Combining Statement of Net Assets
As of April 30, 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	4,320,905.83	503,285.65	962,946.96	2,135.22	(5,243.89)	55,993.31	(2,800.00)	-	5,837,223.08
Accounts Receivable, net	-	-	-	-	-	-	-	-	-
Other Accrued Income	25,745.73	-	-	-	-	-	-	-	25,745.73
Capital Assets, net	-	-	-	-	-	-	-	16,062,550.82	16,062,550.82
Total Assets	4,346,651.56	503,285.65	962,946.96	2,135.22	(5,243.89)	55,993.31	(2,800.00)	16,062,550.82	21,925,519.63
Accounts Payable	(650.00)	4,316.86	-	-	-	-	-	-	3,666.86
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)	4,316.86	-	2,135.22	-	-	-	12,216,443.24	12,222,245.32
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	549,455.81	132,295.10	(53,246.77)	-	-	(19,068.21)	(3,477.70)	-	605,958.23
Ending Net Position	4,347,301.56	498,968.79	962,946.92	-	(5,243.89)	55,993.31	(2,800.00)	3,846,107.58	9,703,274.27

Seminole State College
Combining Statement of Revenues, Expenses and Changes in Net Assets
For the Period July 1 through April 30, 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	\$ 4,636,239	\$ 857,999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,494,238
State appropriations	4,665,910	-	1,000,000	-	-	-	-	-	5,665,910
Federal grants and contracts	-	6,797,637	-	-	-	30,000	927,932	-	7,755,568
State and private grants and contracts	37,601	1,377,695	-	-	-	-	-	-	1,415,296
Housing & Food Service	-	1,045,217	-	-	-	-	-	-	1,045,217
Bookstore	-	1,187,674	-	-	-	-	-	-	1,187,674
Other revenues	821,146	972,634	-	-	-	-	-	-	1,793,780
Total operating revenues	10,160,896	12,238,857	1,000,000	-	-	30,000	927,932	-	24,357,684
Expenditures									
Compensation and benefits	6,740,695	2,631,833	-	-	-	21,508	40,902	-	9,434,938
Contractual services	572,485	928,787	-	-	-	-	2,800	-	1,504,072
Supplies and materials	337,606	4,609,248	333,526	-	-	1,525	714,185	-	5,996,090
Scholarships and fellowships	1,015,926	2,692,684	-	-	-	-	-	-	3,708,610
Communications	38,398	3,065	-	-	-	3,078	-	-	44,541
Depreciation	-	-	-	-	-	-	-	-	-
Utilities	411,812	120,208	-	-	-	-	-	-	532,020
Other expenditures	494,517	1,120,737	719,721	-	-	22,958	173,522	-	2,531,455
Total Operating Expenses	9,611,440	12,106,561	1,053,247	-	-	49,068	931,409	-	23,751,726
Operating income (loss)	549,456	132,295	(53,247)	-	-	(19,068)	(3,478)	-	605,958
Transfers from (to)	-	-	-	-	-	-	-	-	-
Change in Net Position	549,456	132,295	(53,247)	-	-	(19,068)	(3,478)	-	605,958

Seminole State College
Combining Statement of Changes in Cash and Cash Equivalents
For the Period July 1 through April 30, 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	549,456	132,295	(53,247)	-	-	(19,068)	(3,478)	-	605,958
Changes not providing (using) cash	440,456	(457,903)	25,339	(570)	(5,244)	4,561	588	-	7,227
Cash and Cash Equivalents, Ending	<u>\$ 4,320,906</u>	<u>\$ 503,286</u>	<u>\$ 962,947</u>	<u>\$ 2,135</u>	<u>\$ (5,244)</u>	<u>\$ 55,993</u>	<u>\$ (2,800)</u>	<u>\$ -</u>	<u>\$ 5,837,223</u>

Seminole State College
Education and General - Statement of Budgeted Revenues and Expenditures
For the Period July 1 through April 30, 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	\$ 401,386	\$ 4,665,910	5,156,388	\$ 4,496,370
Tuition	105,945	2,564,891	3,238,082	3,050,273
Non-Resident Tuition Fees	25,286	618,139	350,000	329,700
Remedial Course Fee	1,060	34,069	39,400	37,115
Tuition	<u>132,291</u>	<u>3,217,098</u>	<u>3,627,482</u>	<u>3,417,088</u>
STEM Academic Excellence Fee	7,255	103,068	124,200	116,996
LAH Academic Excellence Fee	2,015	41,614	53,700	50,585
Bus & Ed Academic Excellence Fee	4,136	57,971	66,200	62,360
Health Science Academic Excellence Fee	943	11,002	15,000	14,130
Social Science Academic Excellence Fee	2,218	44,249	53,600	50,491
Physical Therapist Assistance Fee	500	2,794	6,600	6,217
Technology Service Fee	13,643	235,424	276,500	260,463
Bus And Ind Additional Fees	-	-	-	-
Nursing Fee	4,539	69,334	87,400	82,331
Laboratory Fees	4,270	64,742	79,900	75,266
Medical Lab Tech Fee	1,080	7,296	10,900	10,268
Electronic Academic Access Fee	4,092	68,186	84,500	79,599
Dist Education/Outreach Fee	16,308	261,393	265,700	250,289
Academic Course Fees	<u>60,999</u>	<u>967,073</u>	<u>1,124,200</u>	<u>1,058,996</u>
Late Payment Fees	200	5,089	10,100	9,514
Application For Admission Fees	474	10,550	14,900	14,036
Assessment Fee	5,147	77,275	92,000	86,664
Refund Per Legal Settlement	-	-	-	-
Ace Testing Fees	70	2,590	-	-
Hybrid Course Fee	-	-	-	-
Sr Citizens Discount	-	-	-	-
Enrollment Seminars	-	79	-	-
Clep Testing Fees	-	175	-	-
Library Automation Fee	4,262	71,816	84,500	79,599
Clearing Other Special Enrollment	-	-	84,501	79,600
Records Fee	3,190	52,062	61,400	57,839
Parking Fees	710	25,640	35,700	33,629
Student Id Fee	550	13,946	19,700	18,557
Accident Shield Fee	5,686	86,069	101,400	95,519
Special Testing Fees	75	3,125	-	-
International Student Fee	840	7,298	3,000	2,826
Compliance Fee	3,331	51,306	61,100	57,556
Safety Fee	2,967	45,048	54,300	51,151
Other Student Fees	<u>27,502</u>	<u>452,068</u>	<u>622,601</u>	<u>586,490</u>
Total Tuition and Fees	<u>220,792</u>	<u>4,636,239</u>	<u>5,374,283</u>	<u>5,062,575</u>
Other Income	<u>220,225</u>	<u>858,747</u>	<u>500,544</u>	<u>471,512</u>
Total Revenue	<u>842,403</u>	<u>10,160,896</u>	<u>11,031,215</u>	<u>10,030,457</u>
<u>EXPENDITURES</u>				
Instruction	418,622	3,977,586	5,095,586	4,239,527
Research	-	-	-	-
Public Service	-	-	-	-
Academic Support	53,495	294,202	439,314	365,509
Student Services	95,587	1,133,555	1,206,846	1,004,096
Institutional Support	142,737	1,524,958	1,993,046	1,658,214
Physical Plant	157,206	1,685,648	2,115,460	1,760,063
Scholarships and Tuition Waivers	86	995,491	900,000	900,000
Total Expenditures	<u>867,732</u>	<u>9,611,440</u>	<u>11,750,252</u>	<u>9,927,410</u>
Total Revenue Over (Under) Expenditures	<u>\$ (25,329)</u>	<u>549,456</u>	<u>\$ (719,037)</u>	<u>\$ 103,048</u>

Seminole State College
Auxiliary Summary Statement of Revenue and Expenditures
For the Period July 1 through April 30, 2023

	CURRENT MONTH	YEAR TO DATE	BUDGET	
			ANNUAL	YEAR-TO-DATE
<u>REVENUES</u>				
Contractual Food Service	\$ 45,136	\$ 637,340	\$ 664,530	\$ 576,148
Bookstore	30,097	1,219,140	960,000	905,280
Institutional Support	34,871	554,386	679,637	623,907
Seminole/Roesler Residential Centers	184,882	1,050,526	1,049,100	928,454
Student Activities	20,309	318,393	366,267	336,233
Total Revenues	315,295	3,779,785	3,719,534	3,370,021
<u>EXPENDITURES</u>				
Contractual Food Service	77,948	609,731	617,900	562,907
Bookstore	39,518	602,753	859,730	779,775
Institutional Support	34,154	1,166,671	1,067,800	1,064,780
Seminole/Roesler Residential Centers	64,771	644,480	706,448	601,187
Student Activities	76,662	569,777	767,589	753,772
Total Expenditures	293,053	3,593,411	4,019,467	3,762,421
Revenue Over (Under) Expenditures	\$ 22,242	\$ 186,374	\$ (299,933)	\$ (392,400)

Seminole State College
Food Service - Statement of Revenue and Expenditures
For the Period July 1 through April 30, 2023

	ACTUAL		BUDGET	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
Meals revenue	\$ 45,136	\$ 632,889	\$ 662,530	\$ 574,414
Other revenue	-	4,450	2,000	1,734
Total revenue	<u>45,136</u>	<u>637,340</u>	<u>664,530</u>	<u>576,148</u>
Travel	-	-	-	-
Supplies	-	744	-	-
Miscellaneous Expenditures	393	10,556	42,850	39,036
Contractual Service	77,555	598,430	575,000	523,825
Sponsorships	-	-	-	-
Advertising	-	-	-	-
Telephone	-	-	-	-
Postage	-	-	50	46
Equipment	-	-	-	-
Total expenditures	<u>77,948</u>	<u>609,731</u>	<u>617,900</u>	<u>562,907</u>
Net profit (loss)	<u>\$ (32,813)</u>	<u>\$ 27,609</u>	<u>\$ 46,630</u>	<u>\$ 13,241</u>

Seminole State College
Bookstore Statement of Revenue and Expenditures
For the Period July 1 through April 30, 2023

	ACTUAL		BUDGET	
	CURRENT	YEAR-TO-DATE	ANNUAL	YEAR-TO-DATE
Sales revenue	\$ 30,097	\$ 1,187,674	\$ 950,000	\$ 895,850
Other revenue	-	31,465	10,000.00	\$ 9,430
Total revenue	<u>30,097</u>	<u>1,219,140</u>	<u>960,000</u>	<u>905,280</u>
Purchase For Resale	<u>27,786</u>	<u>479,144</u>	<u>693,872</u>	<u>629,342</u>
Professional Salaries, F.T.	3,325	33,250	42,245	38,316
Classified Salaries, F.T.	2,432	24,321	38,049	34,510
Classified Salaries, P.T.	1,338	14,115	1,295	1,175
Student Wages	270	1,168	5,000	4,535
Professional Services	-	395	-	-
Fringe Benefits	3,482	34,593	45,769	41,512
Compensation expenditures	<u>10,848</u>	<u>107,842</u>	<u>132,358</u>	<u>120,049</u>
Travel	-	1,074	1,500	1,361
Supplies	537	2,486	5,000	4,535
Bookstore Supplies	-	-	-	-
Miscellaneous Expenditures	-	24	1,000	907
Contractual Service	340	13,119	24,800	22,494
Sponsorships	8	139	-	-
Advertising	-	-	-	-
Telephone	-	-	-	-
Postage	-	-	1,200	1,088
Equipment	-	-	-	-
Other expenditures	<u>885</u>	<u>15,768</u>	<u>33,500</u>	<u>30,385</u>
Total expenditures	<u>39,518</u>	<u>602,753</u>	<u>859,730</u>	<u>779,775</u>
Net profit (loss)	<u>\$ (9,421)</u>	<u>\$ 616,387</u>	<u>\$ 100,270</u>	<u>\$ 125,505</u>

Seminole State College
Institutional Support- Statement of Budgeted Revenues and Expenditures
For the Period July 1 through April 30, 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	\$ 16,940	\$ 259,123	\$ 298,994	274,476
Infrastructure Fee	18,133	280,484	328,893	301,924
Student Fees	<u>35,073</u>	<u>539,606</u>	<u>627,887</u>	<u>576,400</u>
Other Income-Overpayment	(321)	4,127	15,000	13,770
Refunds / Reimbursements	-	20	35,000	32,130
Interest Income	-	1,485	-	-
Seminar fees	-	-	-	-
Vending machine commissions	119	1,153	1,250	1,148
Photocopy revenue	-	-	-	-
Repair and replacement, damaged property	-	-	-	-
Haney Center	-	7,995	500	459
Other income	<u>(202)</u>	<u>14,780</u>	<u>51,750</u>	<u>47,507</u>
Total Revenue	<u>34,871</u>	<u>554,386</u>	<u>679,637</u>	<u>623,907</u>
<u>EXPENDITURES</u>				
Professional Salaries, F.T.	-	250	-	-
Classified Salaries, F.T.	-	-	-	-
Classified Salaries, P.T.	-	-	-	-
Student Wages	-	-	-	-
Professional Services	25,264	139,483	105,000	103,110
Fringe Benefits	-	74	-	-
Personnel expenditures	<u>25,264</u>	<u>139,806</u>	<u>105,000</u>	<u>103,110</u>
Travel	-	595	9,000	8,838
Supplies	474	6,268	15,000	14,730
Bookstore Supplies	-	-	-	-
Miscellaneous Expenditures	606	27,168	32,800	32,210
Lease Payments	-	-	-	-
Contractual Service	-	-	-	-
Sponsorships	-	-	-	-
Advertising	-	-	-	-
Telephone	-	-	-	-
Postage	-	-	-	-
Equipment	-	-	-	-
Housing and book scholarships	7,810	992,835	900,000	900,000
Haney Center	-	-	6,000	5,892
Total Expenditures	<u>34,154</u>	<u>1,166,671</u>	<u>1,067,800</u>	<u>1,064,780</u>
Total Revenue Over (Under) Expenditures	<u>\$ 717</u>	<u>\$ (612,285)</u>	<u>\$ (388,163)</u>	<u>(440,873)</u>

Seminole State College
Housing - Statement of Revenue and Expenditures
For the Period July 1 through April 30, 2023

	ACTUAL		BUDGET	
	<u>CURRENT</u>	<u>YEAR-TO-DATE</u>	<u>ANNUAL</u>	<u>YEAR-TO-DATE</u>
Rental revenue - Dorms	\$ 183,532	1,038,728	\$ 1,044,100	924,029
Other revenue	1,350	11,798	5,000	4,425
Total revenue	<u>184,882</u>	<u>1,050,526</u>	<u>1,049,100</u>	<u>928,454</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	-	875	-	-
Supplies	4,664	22,443	20,883	17,771
Miscellaneous Expenditures	-	39,204	90,439	76,964
Lease Payments	45,517	455,171	502,126	427,309
Contractual Service	-	-	7,000	5,957
Sponsorships	-	-	-	-
Advertising	-	-	-	-
Telephone	-	54	1,000	851
Utilities	13,140	120,208	85,000	72,335
Postage	-	-	-	-
Equipment	1,450.00	6,525	-	-
Other expenditures	<u>64,771</u>	<u>644,480</u>	<u>706,448</u>	<u>601,187</u>
Total expenditures	<u>64,771</u>	<u>644,480</u>	<u>706,448</u>	<u>601,187</u>
Net profit (loss)	<u>\$ 120,111</u>	<u>406,047</u>	<u>\$ 342,652</u>	<u>\$ 327,266</u>

Seminole State College
Student Activities - Statement of Revenue and Expenditures
For the Period July 1 through April 30, 2023

	ACTUAL		BUDGET	
	CURRENT	YEAR-TO-DATE	ANNUAL	YEAR-TO-DATE
Student activity fee	\$ 18,246	\$ 286,392	\$ 328,893	\$ 301,924
Cultural & recreation fee	2,064	32,000	37,374	34,309
Athletic Administration	-	-	-	-
Golf-Women	-	-	-	-
Golf-Men	-	-	-	-
Womens Soccer	-	-	-	-
Men's Basketball	-	-	-	-
Women's Basketball	-	-	-	-
Volleyball	-	-	-	-
Baseball	-	-	-	-
Softball	-	-	-	-
Total Revenue	20,309	318,393	366,267	336,233
Athletic Administration	14,190	174,635	216,915	213,011
National Tournaments	398	14,148	46,756	45,914
Golf-Women	2,097	20,247	29,403	28,874
Golf-Men	2,852	29,501	27,232	26,742
Womens Soccer	9,559	50,139	57,614	56,577
Men's Basketball	7,313	58,479	47,974	47,110
Women's Basketball	1,905	25,669	48,169	47,302
Volleyball	3,781	22,927	37,614	36,937
Baseball	15,409	82,206	126,889	124,605
Softball	16,133	79,863	92,023	90,367
Student Government	2,041	4,453	12,000	11,784
Livestock Judging Team	-	-	10,000	9,820
PLC	983	7,509	15,000	14,730
SSC Aggie (AFAC)	-	-	-	-
Phi Theta Kappa (AFAC)	-	-	-	-
NASA (AFAC)	-	-	-	-
Student Nurse Association(AFAC)	-	-	-	-
Total Expenditures	76,662	569,777	767,589	753,772
Revenue Over (Under) Expenditures	\$ (56,353)	\$ (251,384)	\$ (401,322)	\$ (417,539)

Seminole State College
Restricted Funds - Statement of Revenue and Expenditures
For the Period July 1 through April 30, 2023

	<u>Revenue</u>	<u>Expenditures</u>	<u>Net</u>
PELL	\$ 2,402,298	\$ 2,399,863	\$ 2,435
PELL Recovery	59	-	59
SEOG	70,152	77,152	(7,000)
Direct Loans	1,329,150	1,307,890	21,260
Student loan repayment	-	-	-
College Work Study	50,652	43,652	7,000
SSC Foundation	47,818	48,270	(452)
Private Scholarships	525,780	536,282	(10,502)
Private Loans	43,111	-	43,111
Cherokee Student Grants	42,745	40,595	2,150
Sac & Fox Student Grants	21,055	16,743	4,312
Creek Tribe Student Grants	8,810	5,000	3,810
Shawnee Tribe Student Grants	9,910	13,118	(3,208)
Choctaw Tribe Student Grants	49,811	49,667	144
Citizen Pottawatomie Stud Grnt	44,627	47,777	(3,150)
Chickasaw Tribe Std Grants	71,971	71,071	900
OHLAP	342,105	368,967	(26,862)
Misc Indial Tribal Grants	53,758	58,810	(5,052)
Oklahoma Tuition Aid Grant	234,409	234,100	309
Subtotal Financial Aid	<u>5,348,219</u>	<u>5,318,956</u>	<u>29,263</u>
Title III Engaging Students in Science	-	-	-
Ub Math/Science #2	227,388	226,050	1,338
Ub Math/Science #1	239,590	239,476	114
Upward Bound #2	239,926	238,871	1,054
Upward Bound #1	281,719	280,075	1,645
Talent Search West	228,457	228,733	(276)
Talent Search Central	338,935	338,002	933
Dream Catcher Gear Up	586,506	627,075	(40,569)
STEM Student Support	189,005	197,171	(8,165)
Student Support Serices	249,129	262,998	(13,869)
NASNTI Grant	352,724	335,230	17,494
NASNTI Grant	-	17,332	(17,332)
Scholars for Excellence	-	62,415	(62,415)
Carl Perkins	13,886	-	13,886
Subtotal Federal Grants	<u>2,947,265</u>	<u>3,053,427</u>	<u>(106,162)</u>
Care Bears	29,342	21,995	7,347
Nursing Student'S	1,805	2,030	(225)
Residential Deposits	11,600	-	11,600
Professional Staff Council	2,010	1,137	873
Upward Bound #2 Fund Raiser	1,281	2,068	(787)
Upward Bound M/S Fund Raiser	2,615	1,653	962
Ub Ms #2 Fund Raiser	322	1,065	(743)
Upward Bound #1 Fundraiser	867	839	28
Subtoal Other Restricted	<u>49,841</u>	<u>30,787</u>	<u>19,054</u>
Total	<u>\$ 8,345,326</u>	<u>\$ 8,403,170</u>	<u>\$ (57,845)</u>

Seminole State College
Campus Organizations - Statement of Revenue and Expenditures
For the Period July 1 through April 30, 2023

	<u>Revenue</u>	<u>Expenditures</u>	<u>Net</u>
NURSING COPY MACHINE	26	9,490	(9,464)
VA REPORT FEE	704	417	287
ART FUND	25	-	25
CARE BEARS	29,342	21,995	7,347
FACULTY SENATE	2,320	4,496	(2,176)
SEMINOLE STATE AGGIE CLUB	2,736	420	2,316
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	822	587	235
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	1,805	2,030	(225)
MLT BOC FEE	788	430	358
RESIDENTIAL DEPOSITS	11,600	-	11,600
PROFESSIONAL STAFF COUNCIL	2,010	1,137	873
CLASSIFIED STAFF ASSOCIATION	962	428	534
MU ALPHA THETA (MATH HONORS)	395	120	275
PSI BETA	275	228	47
OTHER ORGANIZATIONS AND ACTIVITIES	42,672	53,859	(11,187)
	<u>\$ 113,746</u>	<u>\$ 109,980</u>	<u>\$ 3,765</u>

Lisa A. Knight, PT, MS, COMT

Shawnee, OK • 214-499-1708 • ptchemknight@gmail.com

Licensure

Oklahoma Medical Board

Physical Therapy License # 5071, 2016-present

Kansas Board of Healing Arts

Physical Therapy License # 11-03498, 2005-2015

Texas Board of Physical Therapy Examiners

Physical Therapy License # 1153993, 2004-2005

Professional Experience

Physical Therapy Assistant Program, Shawnee, OK

Seminole State College, Gordon Cooper Technology Center

Adjunct Instructor, Fall 2022-present

- Therapeutic Exercise I – Fall 2022
- Clinical Procedures II – Spring 2023

Select Physical Therapy, Shawnee, OK

Staff Physical Therapist, 2016-present

- Outpatient Clinic
- Work Injury, Orthopaedic Rehabilitation, Pediatrics, Vestibular Rehabilitation

Lawrence Rehab at Prompt Care, Lawrence, Kansas

Staff Physical Therapist, 2006-2015

- Outpatient Clinic
- Work Injury, Orthopaedic Rehabilitation
- Coordinator for Physical Capacity Profile® Test
- Performed Functional Capacity Evaluation Tests
- Performed On-Site Job Assessment and Descriptions

Kansas Rehabilitation Hospital, Lawrence, Kansas

Staff Physical Therapist, 2005-2006

- Outpatient Clinic Satellite Office
- Pediatrics, Work Injury, Orthopaedic and Vestibular Rehabilitation

Baylor University Medical Center, Dallas, Texas

Physical Therapist I, 2004-2005

- Acute Care
- Cardio-Pulmonary, ICU, Heart and Lung Transplant, LVAD Rehabilitation

Certifications

- Certificate of Manual Therapy - COMT
- Physical Capacity Profile® Test Administrator

Education

Texas Woman's University, Dallas, Texas

Master of Science in Physical Therapy, August 2003

Oklahoma State University, Stillwater, Oklahoma

Bachelor of Science in Mathematics, Spring 2001

Lisa A. Knight, PT, MS, COMT

Activities

Shawnee Junior Service League

- Member, *2016-present*
- Civic & Welfare Chair, *2022*

Shawnee Educational Foundation

- Member, *2017-2020*
- President, *2020*

Professional Organizations

- American Physical Therapy Association, member, *2001-present*

April 5, 2023

Lisa A. Knight
Shawnee, OK 74804

Seminole State College
ATTN: Human Resources
P.O. Box 351
Seminole, OK 74818

Dear Search Committee

I have a heart for service, and my desire to join the physical therapy profession was simple, to help people. Now, twenty years and multiple settings later, my goals are more complex. I want to use the knowledge I have gained from experience, peers, coursework, and trials to meet functional outcomes. Being able to develop a working plan for a client to achieve their goal lets me be a link in their recovery journey.

This past academic year I served as an adjunct lecturer for the Seminole State College Physical Therapy Assistant program. As a result, my "client" has now become a student. Having worked as a clinical instructor in outpatient and acute settings, the return to a classroom reminded me of the detail and motivation that is required to develop exceptional outcomes. I want to dig back into the power of learning, to help students provide complete and safe applications for their client's goals.

My résumé is attached to this cover letter. Additionally, academic transcripts will be sent from Texas Woman's University and Oklahoma State University. Recommendation letters will be provided by: Becca Wilson, PTA, Jessica McLaughlin, OTR, and Crystal Barger, PT.

Thank you for your consideration.

A handwritten signature in black ink that reads "LAKnight PT". The signature is written in a cursive, flowing style.

Lisa A. Knight PT, MS, COMT

Attachment:
Résumé

Erin Medley

From: Lisa Knight <ptchemknight@gmail.com>
Sent: Wednesday, April 5, 2023 10:47 PM
To: HR
Subject: Physical Therapy Instructor position
Attachments: L.Knight Cover Letter.pdf; LKnight_Resume_2023.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Orange category

CAUTION

This email originated from outside of SSC. Do not click links or open attachments unless you recognize the actual sender and know the content is safe.

Dear Search Committee,

I would like to formally be considered for the Physical Therapy Instructor position in the Health Sciences Department. Please find attached my cover letter and resume. Copies of transcripts and letters of recommendation will be sent separately. Please let me know if you need any additional information.

Sincerely,
Lisa A. Knight, PT
phone: 214-499-1708

Crystal Barger
Select Physical Therapy
412 N. Broadway, Shawnee, OK 74801
Phone: 405-273-1523 Email: cbarger@selectmedical.com

April 9, 2023

To Whom It May Concern:

It is with great pleasure that I write this letter of recommendation for Lisa Knight. I am employed full time as a physical therapist and center manager for Select Physical Therapy. I have had the opportunity of knowing Lisa for several years in both personal and professional capacities. I have grown to know Lisa as a considerate, responsible, and energetic individual. I would recommend Lisa without hesitation.

Lisa has proven herself to be a trustworthy and driven person. Having worked with her for the past 7 years, I have been able to witness her steadfast character and work ethic. She exhibits genuine concern for her patients and their safety. She demonstrates a willingness to adapt to challenging situations and is dependable. She has built strong relationships with members of our community and is a great role model and mentor. Lisa shows strong character and leadership in everything she does.

It is for these reasons that I would highly recommend Lisa Knight. She would be a great asset for your Physical Therapist Assistant Program. Please let me know if there are additional questions you may have regarding this recommendation.

Sincerely,

Crystal Barger

To whom it may concern:

I am writing this recommendation letter for Lisa Knight. I have worked with her and served in our community with her. I would highly recommend her for the full time teaching position in your program. She would be a great asset. She is very strong, smart, kind, and patient. She will bring her wealth of knowledge in the field and her excellent patient care skills to round out your students into great clinicians. She is very self-less with her time and expertise. She is always willing to help, support, and problem solve. You would be lucky to have her as a member of your staff.

Jessica McLaughlin
Occupational Therapist

MARISSA SHAFFER

302 E Main St, Ada, OK 74820 · 405-683-1982

marissa_shaffer@yahoo.com



Seeking a position where I can utilize my skills, invest in others, and help promote a positive work environment.

EXPERIENCE

AUGUST 2019 – CURRENT

HEAD SOFTBALL COACH/PE TEACHER, SASAKWA PUBLIC SCHOOLS

Inspired and trained young athletes in softball and basketball, led physical education classes for students of all ages, and helped in building the athletic program.

AUGUST 2018 – JULY 2019

PARAPROFESSIONAL/ASSISTANT COACH, SASAKWA PUBLIC SCHOOLS

Assisted special needs student in a wheelchair with her school experience and learning; also served as assistant softball coach and guided young athletes.

AUGUST 2017 – JULY 2018

HEAD START LEAD TEACHER, WEWOKA CO-OP/SASAKWA SCHOOL

Encouraged and taught a classroom of 3-year-olds, completed paperwork and a running file for each student, and corresponded with the Head Start Co-op for information.

EDUCATION

MAY 2014

ASSOCIATES OF ART, SEMINOLE STATE COLLEGE

SUMMER 2018

BACHELORS OF SCIENCE, EAST CENTRAL UNIVERSITY

Major in Kinesiology with a Minor in Biology

SKILLS

- Strong Communication Skills
- Team Player
- Great Motivator
- Hard Working

ACCOMPLISHMENTS

- Played college-level softball at Seminole State College (2012-2014) and East Central University (2014-2016), which included making 2nd Team All-Conference my freshman year at SSC and then 1st Team All-Conference my junior year at ECU. I was also named Pitcher of the Year by the ECU Board.
- I have also helped young athletes with pitching lessons since 2012.

JERRINESHA TURNER

322 South 5th Street Okemah, Ok 74859 | (918) 623-6450 |
jerltur1@email.ecok.edu

May 26th, 2022

Hiring Team

Stem Support Services Advisor
Seminole State College

Dear: Seminole State College

I am writing to you to express my interest in the open Stem Support Services Advisor position listed on the Seminole State College website. I have a year of experience in helping my advisor from undergraduate and graduate program, helping other people along with their journey. As primary role is helping students understand their degree program, understand where they are in their program, what the next steps are and more. I have a lot of experience in helping my disadvantaged nephew with his journey in college along with my own disadvantage journey in college. I am a suitable candidate for this position because I have a background in overcoming the target population. I am good with time management and making sure I am helping students complete their projects and making sure I am there them on a day-to-day basis.

I am an ambitious recent college graduate with a master's degree in criminal justice administration through East Central University. I've received constant praise from advisors and colleague throughout my years of undergraduate and graduate school. I have also been praised for my excellent writing skills and communication skills throughout my college career. I would also make sure that all students need are being met and making sure that they are successful in each course they complete.

After reviewing my resume, I hope that you all agree that I have the unique perspective and drive that you are interested in your team. I am excited to elaborate on how my specific skillset and personality can benefit and

contribute to your company. Please contact me (918) 623-6450 or via email jerturl@email.ecok.edu for any further questions.

Thank you for your consideration, and I look forward to hearing from you soon.

Sincerely,

Jerrinesha Turner, MA

JERRINESHA *TURNER*

322 South 5th St. Okemah, Ok 74859 · 918-623-6450

Jerltur1@email.ecok.edu

SUMMARY

Highly motivated and reliable professional seeking a position utilizing excellent communication and people skills that will make a difference in the community and positively impact the lives of others.

SKILL HIGHLIGHTS

- Leadership/Communication Skills
- Self-Motivated/Dedicated
- Interpersonal Skills/Team-Oriented
- Fast-Learner/Self-Starter
- Problem-Solving/Analytical
- Calm Under Pressure
- Organized/Detail-Oriented
- Culturally Sensitive/Flexibility

EXPERIENCE

WALMART | CASHIER/CUSTOMER SERVICE
Okemah OK

NOV-2014-JAN 2016

- Responsible for solving customer complaints and providing excellent customer service
- Responsible for balanced cash draw at close of shift
- Developed reputation for prompt, efficient service with high level of accuracy
- Maintained thorough knowledge of store merchandise, trained and mentored new hires

TRIO UPWARD BOUND | NIGHT GUARD/NIGHT SECURITY
East Central University, Ada, OK

JUNE-2019-July2019

- Ensured safety, well-being and policy compliance of high school camp participants
- Emergency crisis response and intervention
- Documented incident reports
- Provided student supervision, mentoring and conflict resolution

EDUCATION

Master OF Arts, Criminal Justice EAST CENTRAL UNIVERSITY

Jan 2021-May 2022

BACHELOR OF ARTS, CRIMINAL JUSTICE | EAST CENTRAL UNIVERSITY

AUG-2018-MAY 2020

- President's Honor Roll, GPA 3.0
- Dean's Honor Roll
- Served on Criminal Justice Association (student organization)
- Gatekeeper/Suicide Prevention, QPR Institute

ASSOCIATES OF SCIENCE, CRIMINAL JUSTICE | SEMINOLE STATE COLLEGE

AUG- 2012-MAY 2018

- Honor's Roll
- Served on Campus Activities Board, Student Engagement and Community Service

ACTIVITIES

- Salvation Army, Angel Tree Program Coordinator

Salvation Army, Bell Ringer for three years

Trio Conference- Transferring From a 2year-4 year college March 3rd, 3021

References

1. Madison Wheat
9605 S. 48th St. Apt 1075,
Phoenix, AZ 85044
1(580)-399-2382
Madlwhe@ou.edu
2. Amber Sawyers
1012 Kingston Rd.
Pikesville, MD 21208
1(918)-623-7784
Amber.Saywers95@gmail.com
3. Melissa Inglis
1100 E. 14th Street
Ada, Ok 74820
1(580) 559-5382
minglis@ecok.edu
4. Mary Wren
655 Lost Tree Dr. Apt 8.
Branson, MO 65616
1(870) 302-8524

Thur 5/4 @ 8:45am
* Zoom * confirmed

Devaunjue Vernell Williams

1019 Cedar Pointe Prkwy, Antioch, TN 37013 • 405-760-2917 • devaunjue.v.williams@vanderbilt.edu

Seminole State College
06 April 2023

Dear SSC Human Resources,

I would like to express my interest in the Upward Bound Coordinator Position at Seminole State College. Firstly, I am native to Seminole county, Oklahoma and a proud alumnus of Wewoka High and Upward Bound. I have benefit immensely from my time in the bridge program at UB. I—like many of the young people in our beloved community—come from humble beginnings with little hope for the future. However, with the tools and resources provided at UB, I have acquired a love for learning and education. Additionally, I have acquired the life skills to navigate challenges and adversities of being a first-generation college student.

Recognizing that my master's degree is not among the “preferred,” I am the best candidate for the position given my extensive experience in working with disadvantaged youth and families. As my resume reflects, I am currently working with individuals at an addiction and recovery center as well as working in the admissions and recruitment office of a prestigious higher education institution. I have also worked as the director for a young adult organized at a college campus. The skills and knowledge I have acquired in relation to these settings, in addition to my own life experience and passion for working with at-risk/disadvantaged is what makes me the best candidate for the position.

Lastly, I firmly believe “education is liberation.” This has been true in my own experience. I seek to encourage the youth in our community and provide them with the tools and recourse I have acquired so that they too can change the trajectory of their lives. Despite the statistics and adversities our youth face, with additional support, they can learn to capitalize on every opportunity presented to them. For this reason, I look forward to joining Upward Bound and furthering SSC's mission to “empower people for academic success, personal development, and lifelong learning.”

I look forward to your response and thank you for the consideration.

Peace,
Devaunjue V. “Jay” Williams
405.760.2917
devaunjue.v.williams@vanderbilt.edu

Devaunjue Vernell Williams

1019 Cedar Pointe Prkwy, Antioch, TN 37013 • 405-760-2917 • devaunjue.v.williams@vanderbilt.edu

Education

Vanderbilt University, Nashville, Tennessee, Anticipated Graduation May 2024

Master of Divinity

Oklahoma City University, Oklahoma City, Oklahoma, December 2020

Bachelor of Arts in Religion

GPA: 3.18

Honors and Awards

- NAIA Champion of Character (2018)
- NAIA Leroy Walker Champion of Character Award (2018)
- Oklahoma Department of Mental Health Rising Star Award (2019)
- Freedom Oklahoma Horizon Award (2019)
- Howard Thurman Fellow, Boston School of Theology (2021)
- Carpenter Fellow, Vanderbilt Divinity School (2021- Present)

Work Experience

Associates For Sexual Assault Prevention (A.S.A.P.), Nashville, TN **August 2022- Present**

Spiritual Advisor (Internship)

- Provide individual spiritual counseling for clients in sex offender treatment

Nashville Treatment Solutions, Nashville, TN **August 2022- Present**

Chaplin (Internship)

- Provide individual and group spiritual counseling for clients in addiction recovery

Vanderbilt Divinity School, Nashville, TN **August 2022- Present**

Graduate Assistant

- Hospitality, communications, and administrative duties
- Serve as liaison between prospective and current students
- Provide support for other VDS staff and offices as needed

Cumberland Wesley Fellowship, Lebanon, TN **August 2021- December 2022**

Director

- Oversee and coordinate all aspects of college ministry programming
- Implement student organizational board
- Relate to and consult organizational Board
- Re-establish and foster ongoing community relationships with church partners

Mosaic United Methodist Church, Oklahoma City, OK **February 2020-July 2021**

Associate Pastor

- Oversee and coordinate youth ministry
- Share pastoral duties of church including sermons and administration throughout the week
- Community outreach for members of the congregation or others that need assistance

The Village United Methodist Church, Oklahoma City, OK **June 2017-February 2020**

Co-Pastor

- Oversee children and youth ministries directors
- Share pastoral duties of church including sermons and administration throughout the week
- Community outreach for members of the congregation or others that need assistance

Devaunjue Vernell Williams

1019 Cedar Pointe Prkwy, Antioch, TN 37013 • 405-760-2917 • devaunjue.v.williams@vanderbilt.edu

Community Engagement

Board Member Just Say Know Ministries (Since 2022)

Co-Chair of the Commission on Religion and Race for the OKUMC (2020-2021)

Founder of Community OKC (fellowship for spiritual queers and allies) (2020)

Black Seminarians, Communications Chair (2022-2023)

United Methodist Student Association, Vice-President (2022)

Volunteer for Voting Registration Assistance

Activism- Queer Equality, Racial Equality, Foster Care/Adoption Advocate

References

Rev. Scott Spencer

Mosaic United Methodist Church

Executive Pastor

(580)-716-7057

Scottallenspencer@gmail.com

Rev. Dr. Soren Hessler, Ph.D

Vanderbilt Divinity School

Director of Recruitment and Admission

(206)-438-2387

Soren.m.hessler@vanderbilt.edu

Rev. Dr. Elaine Robinson, Ph.D

Saint Paul School of Theology

Faculty

(817)-266-0267

Elaine.robinson@spst.edu

Jonathan Bennett
2123 Timbers Blvd.
Shawnee, OK 74804

5/3/2023

Melanie Rinehart
VP of Fiscal Affairs
Seminole State College
2701 Boren Blvd.
Seminole, OK 74868

Dear Melanie,

I am writing to inform you that I have accepted another position as Holdenville Public Schools' High School Counselor and therefore am submitting my resignation letter as the Seminole State College GEAR UP Director.

This decision did not come easily as I have loved working for Seminole State College and with you and with all the people I have come to know over the past almost four years.

I love GEAR UP. I believe in the program, and I have seen firsthand it makes a difference in student's lives. I also have seen the detrimental effects of not having a cohesive team that fully embraces the mission of GEAR UP.

Hindsight is always 20/20. I felt when I accepted the Director's position that while it would be difficult not to be in the schools as often and not working directly with students, I did not envision it being as difficult as it has been.

Thank you for always deciding to do what you feel is right, even if the decision didn't make a lot of people happy; and also, for supporting me through difficult times.

I ask you to please accept this resignation letter with my official last day being July 25th, 2023.

Sincerely,

Jonathan Bennett
SSC GEAR UP Director

Dear President Reynolds,

It is my intention to retire as Talent Search Director at Seminole State College, effective January 1st, 2024. Additionally, I formally request to participate in the early retirement incentive, SSC Policy II-4-16, upon your approval. I came to Seminole State College in February 1991, and have worked in the Talent Search Program since October 1991, 32.5 years. This position has been one of the great loves and joys of my life. Seminole State College has been my second home, full of kind people who I will always call friends. I also feel connected because my dear husband, Robert (Butch) taught English here for many years, and he is the reason we came here originally. Truthfully, I cannot imagine my life without SSC.

Thank you for the opportunity to be a part of SSC. It has been so much more than a job; it has been my honor to help low-income, first-generation students get to college. Seminole State College and its people will always have my heart.

Gratefully,

Mary Ann



Mary Ann Hill
Director, Educational Talent Search
Seminole State College
m.hill@sscok.edu
405-382-9703

28 March 2023

Director of Human Resources
CAMPUS

Dear Holly:

Please accept this communique' as formal notification of my intent to retire effective 01 July 2023. I have forwarded the requisite application to retire to Oklahoma Teachers Retirement System (mailed 28 March 2023). Additionally, I formally request participation in SSC Policy II-4-16, the early retirement incentive. I have read, understand, and accept the standards and criteria put forth in said policy statement.

Please advise on necessary forms, exit interviews, and/or other appropriate procedures needed to comply with SSC Policy.

On a personal note, I want to thank you for all of your sage advice in the past. Retirement is bittersweet for me because it presents a new and exciting chapter in my life, but also is more difficult than I thought it would be to say goodbye and not be able to work with so many wonderful people, especially you.

With eternal gratitude,



Noble Jobe

Xc: Emily Carpenter, STEM Division Chair

April 10, 2023

Dear Melanie,

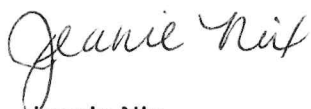
I would like to officially inform you that I am resigning from my position as Sponsored Programs Compliance Officer / Interim NASNTI Director for Seminole State College. My last day of employment will be April 21,

I appreciate the opportunities that you have provided me with over the past year. I have enjoyed my time at Seminole State College and have been honored to be a part of the Fiscal Affairs team you have developed.

If I may be of any assistance during this transition, please let me know. I will continue working diligently in the NASNTI and Compliance offices until my last day.

I wish you all the best.

Sincerely,

A handwritten signature in cursive script that reads "Jeanie Nix". The signature is written in black ink and is positioned above the printed name.

Jeanie Nix

March 31, 2023

Seminole State College
Bill Knowles VP Academic Affairs
2701 Boren Blvd
Seminole, OK 74868

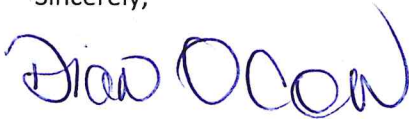
Dear Dr. Knowles,

I am writing to inform you that I will be resigning my position as Academic Advisor with Seminole State College to take a new position with Collin County Community College in McKinney, Texas as their District College and Career Counselor. My resignation will be effective April 14, 2023.

I have enjoyed the many years I have spent here on campus. I will absolutely miss everyone, but I will especially miss my Walkingstick coworkers. I have felt blessed every day to come to work with such a professional and friendly group. It has been my pleasure.

I thank you for the opportunity to work with you, and I appreciate the chance you have given me to progress professionally.

Sincerely,



Dianna O'Connell

May 4, 2023

Dear Mr. Knowles:

Please accept this as my formal resignation from Seminole State College. My last day will be June 30, 2023. I am grateful for all your support during my time here at Seminole State.

Please let me know how I can help during this transition and make it as smooth as possible.

Best wishes

A handwritten signature in black ink, appearing to read "Mike St. John", written over the text "Best wishes".

Mike St. John



DEPARTMENT OF VETERAN AFFAIRS
Veterans Benefits Administration
Education Service
Washington, D.C. 20420

03/31/2023

Stacey Foster
VA SCO/ Admissions Clerk
Seminole State College
2701 Boren Blvd
Seminole, OK 74868

Facility Code: 1-4-9404-36

Dear Stacey Foster,

A compliance survey was recently conducted on March 31, 2023, at your institution. Thank you for the kindness and cooperation extended to me during the survey process. Attached you will find the narrative report of the survey findings, including any discrepancies found during the visit. This attachment will provide more specific information concerning the individual discrepancies.

If you have questions or require assistance with any VA regulations or requirements, please contact the Education Liaison Representative for your state by email at Compliance_Liaison.VBAMUS@va.gov or contact the Education Hotline at 888-GIBILL-1 (888-442-4551), or [Ask VA](#).

Sincerely,

Nicole Kapper

Nicole Kapper
Education Compliance Survey Specialist - Contractor
Saint George Consulting, LLC
+1 404-213-2316
nicole.kapper@saintgeorgeconsulting.com
nicole.kapper@va.gov

Enclosure: Narrative Report

**Narrative Report
Compliance Survey**

Seminole State College

2701 Boren Blvd
Seminole, OK 74868

Facility Code: 1-4-9404-36

I. GENERAL

The purpose of a Compliance Survey is to ensure that approved programs are compliant with all applicable provisions of Title 38, United States Code (USC) § 3693 administered by VA.

A routine Compliance Survey was conducted onsite at Seminole State College (referred to throughout as the ETI) by Education Compliance Survey Specialist-Contractor (ECSS-C) Nicole Kapper. The official notification of the survey was delivered via email to Stacey Foster on January 6, 2023. The Records Checklist, Student Selection List and Document Upload Instructions were delivered via email to Stacey Foster on March 16, 2023. An entrance briefing was held on March 31, 2023 and an exit briefing was held on March 31, 2023 with ETI officials.

Date of Last Approval: The date of last substantive approval action found in WEAMS was August 19, 2022. This date is within the 24-month limitation.

Student Sampling: The Active Student Count was 163. In accordance with the AC&L FY21 Compliance Survey Strategy and Guidance, the initial sample size was 15 VA beneficiaries and 2 randomly selected non-VA beneficiary records. The sample distribution was based on the available records and included 1 - Chapter 30 record, 12 - Chapter 33 records, 1 - Chapter 35 record, and 1 - Chapter 1606 record.

Two (2) Non-VA student files were reviewed to verify that the cost of tuition and fees for VA beneficiaries was not greater than the charges for similarly circumstanced students. The findings were consistent with the VA beneficiary records. No issues were identified.

Prior Compliance Survey Information: The compliance survey conducted in FY21 covered through April 15, 2021, and was remote; the survey was reviewed and found to have the following discrepancies: inaccurate certifications.

Current Survey: The review period for this routine, on-site Compliance Survey covered the period May 10, 2021 – March 3, 2023.

ETI Information: Seminole State College is an accredited, public, Institution of Higher Learning (IHL).

Per the Web Enabled Approval Management System (WEAMS) the ETI has 2 School Certifying Officials (SCOs). During the Compliance Survey the list of SCOs on WEAMS was reviewed and was found to be accurate.

Prior Credit (38 CFR 21.4253, 21.4254, 21.4263): Prior credit was reviewed, and credit was granted where appropriate. Seminole State College requires all students to provide official transcripts and military training records for evaluation. Evaluation is sent to the Admissions and Records Department to determine if training is equivalent and granted. The degree audit report and transcript do reflect transfer credit granted. The ETI was found to be within compliance standards.

Narrative Report Compliance Survey

GI Bill® Feedback Tool: The GI Bill® Feedback Tool system was reviewed prior to conducting the Compliance Survey and no complaints were found in the current review period.

Entrance Briefing: The entrance briefing was conducted on-site on March 31, 2023. The following individuals attended this briefing:

	Name	Title	SCO
1	Stacey Foster	VA SCO / Admissions Clerk	Y-Primary

During the Entrance Briefing, the following was discussed: ECSS-C discussed the purpose, scope, and methodology of the survey.

II. DISCREPANCIES (VA FORM 22-1934: AREAS OF REVIEW)

There were no discrepancies found within areas of review enumerated in VA Form 22-1934.

III. SUMMARY

Exit Briefing: An exit briefing was conducted on-site on March 31, 2023. The following individuals attended this briefing:

	Name	Title	SCO
1	Stacey Foster	VA SCO / Admissions Clerk	Y-Primary

During the Exit Briefing the following was discussed: results of the compliance survey.

Additional Assistance Provided: No additional assistance provided.

Beneficiary Interviews: This is not applicable for this ETI.

35% Exemption Waiver: The ETI has a 35% Exemption that became effective on December 16, 2022, and covers all programs.

Review of 85/15 Compliance (38 CFR 21.4201(d)): During the Compliance Survey the ETI's compliance with the 85/15 Rule (38 USC § 3680A) was reviewed along with the most current Statement of Assurance of Compliance with 85 Percent Enrollment Ratios. The ETI was found to be within compliance standards.

Enrollment Limits: The State Approving Agency has not established any enrollment limits in the Notice of Approval at this time for this ETI.

Repeat Discrepancies and/or Issues: There were no repeat discrepancies found.

Narrative Report Compliance Survey

Review of Advertising Materials: The ETI's advertising was reviewed (social media, ETI website, and catalog). At the conclusion of the review, no misleading nor deceptive advertisings were found. The ETI was found to be within compliance standards.

Power of Attorney and Non-assignability of Benefits (38 CFR 21.4146, 21.9680): ETIs and training establishments are prohibited from negotiating VA educational assistance benefit payments. All student payments were issued to personal accounts by direct deposit. There were no paper checks issued. An inquiry was made by the ECSS-C and the SCO stated the ETI did not have Power of Attorney for any VA beneficiary. The ETI was found to be within compliance standards.

Independent Study (38 CFR 21.4267): The ETI is approved for independent study and was found to be within compliance standards.

Practical Training (38 CFR 21.4265): The ETI is approved for practical training. The ETI was found to be within compliance standards.

Cooperative Courses and Farm Cooperative Courses (38 CFR 21.4233, 21.4257, 21.4264): The ETI is not approved for cooperative courses.

Two-Year Period of Operation for Branches (38 CFR 21.4251): This is not applicable to this ETI.

Tutorial Assistance (38 CFR 21.4236, 21.9685): The ETI does not have any participants in the Tutorial Assistance program through the Department of Veterans Affairs. The ETI was found to be within compliance standards.

Owner/Officer Restriction and Conflicting Interests Certification (38 CFR 21.4005, 21.4202(c), 21.5001, 21.7305, 21.7805, 21.9770): The ETI is a public institution and therefore this certification is not applicable.

Contractual Arrangements (38 CFR 21.4233(e)): The ETI does not offer any courses under contract. The ETI was found to be within compliance standards.

Advance Pay (38 CFR 21.4203, 21.9715): The ETI is approved to receive advance pay checks for delivery to students. None of the selected beneficiaries utilized Advance Pay. The ETI was within compliance standards.

Nonduplication of Benefits (38 CFR 21.4020, 21.4022, 21.5022, 21.5023, 21.7143, 21.7642, 21.9690): No duplication of benefits was found during this survey. The ETI is compliant.

Yellow Ribbon (38 CFR 21.4254(c)): The ETI does not participate in the Yellow Ribbon (YR) program.

Recruiting Practices (38 U.S.C. 3696(d)(1)): The ECSS-C reviewed the School Procedures Questionnaire and other available documents and found no evidence of fraudulent or unduly aggressive recruiting practices. The ETI was found to be within compliance standards.

School Certifying Official (SCO)Beneficiaries: CFR §21.9675(d) states the VA will not pay benefits for courses certified to the VA by the individual taking the course: VA systems were reviewed to identify if any SCOs have utilized VA benefits at Seminole State College and it was found that no SCOs have utilized VA benefits at the ETI. The ETI was found to be within compliance standards.

Review of Public Law 115-48 (Colmery Act)- Priority Enrollment: The ETI does not offer priority enrollment.

GI Bill® is a registered trademark of the U.S. Department of Veterans Affairs (VA). More information about education benefits offered by VA is available at the official U.S. government web site at <https://www.benefits.va.gov/gibill>.

Narrative Report Compliance Survey

Review of Annual Reporting Fees: PL 111-377 (Section 204) states that any reporting fee paid to an educational institute shall be utilized by such institution or committee solely for the making of certifications or for otherwise supporting programs for Veterans. The funds are generally used for the education and training of the SCO and for supplies directly related to maintaining VA student files. The ETI was found to be within compliance standards.

PL 115-48 (section 304) states that if an ETI receives reporting fees for 100 or more eligible students, then the reporting fees paid to the ETI cannot be used for, or merged with, the ETI's general fund. The ETI did not receive payment for more than 100 students, but does maintain a separate fund account. The ETI was found to be within compliance standards.

GI Bill® Trademark: In accordance with Executive Order 13607(f), The ETI's usage of the trademarked phrase "GI Bill" was reviewed (social media, ETI website, and catalog). The ETI was found to be within compliance standards.

Public Law 116-315, Section 1018: The ETI was found to be within compliance standards.

Principles of Excellence (PoE): The ETI does participate in Principles of Excellence. A signed statement of compliance was collected during this compliance visit. The ETI was found to be within compliance standards.

Recommendation for Future Compliance Survey: It is recommended this ETI be resurveyed as required by Title 38, U.S.C § 3693.

Compliance Survey Close-out Notice: Although the review was thorough, it cannot be assumed to be all-inclusive. The absence of additional statements in this report concerning your ETI's specific practices and procedures cannot be construed as acceptance, approval, or endorsement of those specific practices and procedures by the Department of Veterans Affairs. The successful completion of this Compliance Survey does not relieve your ETI of its obligation to comply with all statutory and regulatory provisions governing USC Title 38 Veterans Benefits programs.

This Compliance Survey Narrative was completed on March 31, 2023 by Nicole Kapper.

Nicole Kapper

Nicole Kapper
Education Compliance Survey Specialist - Contractor
Saint George Consulting

TITLE:

Service and Emotional Support/Assistance Animal Policy

I. Policy Statement

Seminole State College (or, the “College”) is committed to compliance with state and federal laws regarding individuals with disabilities, including but not limited to the Americans with Disabilities Act (“ADA”). All requests for emotional support/assistance animals should be directed to the ADA Coordinator’s Office; 2701 Boren Blvd., Seminole, OK 74868; e.hutchins@sseok.edu; 405-382-9252 or 405-382-9719.

The College will determine, on a ~~ease-by-ease~~case-by-case basis, and in accordance with applicable laws and regulations, whether the animal is a reasonable accommodation on campus. In doing so, the College must balance the needs of the individual with the impact of animals on other campus patrons. The College does not generally permit animals in campus buildings except as this policy accommodates.

II. Definition

Owner: The Owner is the student-resident who has requested the accommodation and has received approval to bring an Emotional Support Animal (ESA) into College housing.

Service Animal: A service animal is a dog (or miniature horse) that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Examples of such tasks include but are not limited to:

- Assisting an individual with impaired vision to navigate
- Alerting individuals who are hard of hearing to the presence of people or objects
- Pulling a person's wheelchair
- Alerting the individual to take medications
- Providing assistance with stability or balance to an individual with a mobility disability
- Detecting and assisting a person during seizures

Other species of animals, whether wild or domestic, trained or untrained, are not service animals. In some cases, the College may permit miniature horses on campus on a case-by-case basis, consistent with applicable law.

The work or tasks performed by a service animal must be directly related to the individual's disability. When it is not obvious what service an animal provides, or when there is a reasonable basis to conclude that the animal might not be a service animal, staff may make limited inquiries. The College may ask these two questions: 1) is the dog a service animal that is required because of a disability, and 2) what work or task the animal has been trained to perform. Federal law

does not require the individual to provide documentation that an animal has been trained as a service animal.

Service animals are permitted everywhere on campus that the animal may reasonably accompany a person with a disability. The College may on a case-by-case basis exclude the animal from laboratories or other areas where the presence of the animal may cause an unavoidable hazard, health risk, or where the animal's presence would fundamentally interfere with the service or instruction provided. The College will not require individuals with service animals to receive permission to have their animal with them on campus, nor will there be any pre-clearance requirement for the presence of the animal on campus. However, pursuant to the two-part inquiry above, reasonable documentation and/or demonstration of the animal's training may be requested.

Although not required, it is encouraged that any individual with a service animal contact the ADA Coordinator's Office. When it is not obvious that a dog is a service animal, or if there are additional questions, it is recommended that the individual contact the ADA Coordinator's Office in order to assist in the transition of the dog on campus.

The regulations provide that the College need not accommodate a service animal if it poses a direct threat to the health or safety of others, the owner cannot effectively control it, the animal has not been housebroken, or if it would fundamentally alter the nature of a service or program.

Emotional Support/Assistance Animal: Emotional support/assistance animals do not qualify as service animals. An emotional support/assistance animal is an animal that provides assistance or performs tasks for the benefit of a person with a documented disability - the animal is deemed necessary to assist, support, or provide service to persons with disabilities. The College permits emotional support/assistance animals only within residential facilities and outdoors, and not within the remainder of campus buildings (e.g., dining facilities, library, academic buildings, athletic building and facilities, classrooms, labs, etc.).

In order for a requested accommodation to qualify as a reasonable accommodation, the requester must have a disability, and the accommodation must be necessary to afford a person with a disability an equal opportunity to use and enjoy Seminole State College housing. An animal qualifies as a reasonable accommodation if: (1) An individual has a disability, as defined in the Fair Housing Act or Rehab Act, (2) the animal is needed to assist with the disability, and (3) the individual who requests the reasonable accommodation demonstrates that there is a relationship between the disability and the assistance that the animal provides.

An emotional support/assistance animal is prescribed to an individual with a disability by a healthcare or mental health professional. Support/assistance animals provide specific functions for persons with mental and emotional disabilities in the private setting of the home and are not generally allowed in the public spaces covered by the ADA.

III. Emotional Support/Assistance Animals in College Housing

Emotional support/assistance animals may not reside in Seminole State College housing without the express approval of college officials. An exception to the Animal and Pet Policy is granted

for approved animals provided that their behavior, noise, odor, and waste do not exceed reasonable standards for a well-behaved animal and that these factors do not create unreasonable disruptions for residents and other staff. Dangerous, poisonous, and/or illegal animals are not permitted. Such requests should be processed as follows:

- A. A person requesting an emotional support/assistance animal must provide the ADA Coordinator's Office with appropriate documentation at least 30 days before prospective housing is needed. The ADA Coordinator's Office requires a 30-day notice period in order to do its due diligence by gathering and verifying the necessary documentation for the student. This documentation ~~includes, but~~ includes but is not limited to: Emotional support animal registration form, verification of a disability from a health care provider, the determination of any conflicting disabilities in the immediate vicinity where the animal will be housed, and verification of all vaccinations and the health of the animal. If documentation is immediately available, the time for the approval process may be shortened.
- B. Documentation of the need for an emotional support/assistance animal must include the Request for Emotional Support Animal Health Care Provider form filled out by a Health Care Provider. This may be a physician, psychiatrist, ~~social worker,~~ or other mental health professional. The provider should be familiar with the professional literature concerning the therapeutic benefits of assistance animals for people with disabilities. At a minimum, the letter should include the following items:
 - a. The provider's diagnosis of the person's condition
 - b. Date of onset of disability
 - c. Dates of care for this particular disability
 - d. Previous treatment strategies used to manage this diagnosis
 - e. Effect(s) the condition has on the student's ability to remain in student housing without the use of an emotional support/assistance animal
 - f. Description of the service(s) the animal will provide
 - g. Whether or not an emotional support/assistance animal is being prescribed for treatment purposes that are necessary to help alleviate symptoms associated with the person's condition and/or to help the person use and enjoy college housing

IV. When Seminole State College Housing Is Not Required To Make a Reasonable Accommodation

Seminole State College housing is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others or if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminate or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the College's operations.

Requirements for assistance/service animals will be evaluated in the appropriate context of housing, and are independent of the ADA regulations that are formulated to meet the needs of persons with disabilities in a different context and were adopted subsequent to the Department of Housing and Urban Development's regulations.

V. Requirements of Persons with an Emotional Support Animal

Health: The animal must be properly inoculated and free from diseases. All vaccinations must be current and the animal must have an annual clean bill of health from a licensed veterinarian. The College reserves the right to request an updated verification at any time during the animal's residency.

You may not leave your dog unattended in your room for more than six ~~(6)~~ consecutive hours, or other types of animals for more than ~~twenty four (24)~~ consecutive hours. Your animal must be removed from college premises during break periods (fall break, Thanksgiving, Christmas, spring break, summer, etc.) or any other time in which you are not physically on campus for longer than six ~~(6)~~ consecutive hours if it is a dog and ~~twenty four (24)~~ consecutive hours for other types of animals. The animal must remain in your residence hall room or outside being walked by the owner if in the care of a substitute caregiver. Your animal may not reside in the room of another student in campus housing.

If the college is required to assume responsibility for the animal due to the illness or incapacitation of its owner and user, or because the student abandons the animal, all cost incurred by the college will be charged to the student's account.

Dwelling: The owner shall keep the animal properly restrained at all times and shall not permit the animal to be at large off the premises or room of the owner unless under the control of a competent person. If an animal is found running at large, the emotional support animal is subject to capture and confinement and immediate removal from College housing. At all other times the emotional support animal shall be kept in the residence. Emotional support animals may not be taken into buildings outside the assigned residence hall room/suite (e.g., dining facilities, library, academic buildings, athletic building and facilities, classrooms, labs, etc.) classrooms or other buildings on campus. Emotional support animals shall be confined in an animal crate or carrier when alone in the residence. SSC personnel shall not be required to provide care or food for any emotional support animals including, but not limited to, removing the emotional support animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the emotional support animals if safe to do so and may not be held responsible for the care, damage to, or loss of the animal.

Under Control: The owner/keeper of the animal must be in full control of the animal at all times. The care and supervision of a service animal is solely the responsibility of the owner. It must be contained within the private residential area/room at all times, except when transported outside the private residential area in an animal carrier or controlled by leash or harness. Emotional

support animals may not be left overnight in College housing to be cared for by any individual other than the Owner. If the Owner is to be absent from their residence overnight or longer, the emotional support animal must accompany the Owner except on College sponsored events.

Cleanup Rule: Owners are responsible for properly containing and disposing of all animal fecal waste.

a. Indoor animal waste, such as cat litter, must be placed in a sturdy plastic bag and tied securely before being disposed of in outside trash dumpsters. Litter boxes should be placed on mats so that feces and urine are not tracked onto carpeted surfaces and changed daily.

b. Outdoor animal waste, such as dog feces, must be immediately retrieved by owner, placed in a plastic bag and securely tied before being disposed of in outside trash dumpsters.

c. For dogs and other animals requiring exercise and outside toileting, the animal may be walked on College grounds excluding athletic fields.

Odor: The owner is responsible for maintaining an acceptable odor of the approved animal.

Inspections: The owner's residence may be inspected for fleas, ticks or other pests as needed. The Housing ~~Coordinator~~ Director or Manager will schedule the inspection, normally done during routine Health-health and Safety-safety inspections. If fleas, ~~tick~~ sticks, or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a college-approved pest control service. The owner will be billed for the expense of any pest treatment above and beyond normal required pest management.

Fines: All rooms must pass routine Health and Safety checks, as per college requirements. Failure to pass these will result in fines. Also, any noise complaint violations from the animal will be treated the same as others and the student will be fined. Continued nuisance may result in the animal no longer being able to be accommodated. A fine of \$100 per day will be implemented for any unauthorized animals found in residence halls.

VI. Request for Accommodations

Student requests for disability accommodations, including the request to have an Emotional Support Animal accompany a student on campus and in Seminole State College housing, are handled by the ADA Coordinator's Office Walkingstick Student Services Building, 2701 Boren Blvd., Seminole, OK 74868; c.hutchins@sscok.edu; 405-382-9252 or 405-382-9719. A decision about whether a particular accommodation is reasonable is a fact-intensive, case-specific determination.

1. The owner must register their animal with the ADA Coordinator's Office through completing and signing the Animal Registration Form and providing all necessary documentation.
2. The owner is responsible for assuring that the approved animal ~~not~~ does not unduly interfere with the routine activities of the residence or cause difficulties for students who reside there. Sensitivity to residents with allergies and to those who fear animals is important to ensure the peace of the residential community.
3. The owner is financially responsible for the actions of the approved animal including bodily injury or property damage, including but not limited to any replacement of furniture, carpet,

windowwindow, or wall covering, etc. The owner is expected to cover these costs upon repair and/or move-out.

4. The owner is responsible for any expenses that are required due to costs incurred for cleaning which is above and beyond a normal cleaning or for repairs to College premises that are assessed after vacating the residence. The College shall have the right to bill the student account of the owner for unmet obligations.

5. The owner must notify the ADA Coordinator's Office in writing if the approved animal is no longer needed as an approved animal or is no longer in residence. To replace an approved animal the owner must file a new request for exception.

6. All roommates or suitemates of the owner must sign an agreement allowing the approved animal to be in residence with them. In the event that one or more roommates or suitemates do not approve, either the owner and animal or the non-approving roommates or suitemates, as determined by the Housing Coordinator, may be moved to a more suitable location.

7. The Housing ~~Coordinator~~ Director has the ability to relocate ~~owner~~ the owner and approved animal as necessary per current contractual agreements.

8. Owner agrees to continue to abide by all other residential policies. An exception to a policy that otherwise would prohibit having an animal does not constitute an exception to any other policy.

9. Any violation of the above rules may result in immediate removal of the animal from the College and may be reviewed through the Judicial Committee and the student will be afforded all rights of due process and appeal as outlined in that process.

10. Should the approved animal be removed from the premises for any reason, the owner is expected to fulfill his/her housing obligations for the remainder of the housing contract.

The College may require the individual to remove the Emotional Support Animal from College housing if:

1. the animal poses a direct threat to the health or safety of others;

2. the animal causes substantial property damage to the property of others;

3. the Owner does not comply with the Owner's Responsibilities set forth above; or

4. the animal or its presence creates an unmanageable disturbance or interference with the College community.

DATE OF ADOPTION: September 6, 2018 LEGAL REFERENCE: Fair Housing Act -
Sec. 800-820. [42 U.S.C. 3601 note]

REVISION DATE(S):

RELATED ADMINISTRATIVE RULES AND REGULATIONS: _____

FACULTY TENURE POLICY AND PROCEDURE (BP)

Division Chair Action on Tenure

The Colleague Classroom Performance Evaluation, colleague recommendations and interview must be completed and filed by December 1, at which time the Division Chair reviews the completed Tenure Application, the candidate's personnel file, and prepares a written report. The Division Chair, after reviewing all evidence, will submit to the Vice President for Academic Affairs a written recommendation to approve or deny the tenure request.

The Division Chair will then confer with the candidate, announcing his/her recommendation and providing the candidate with a copy of the Division Chair's report by December 15. If the Division Chair cannot recommend the candidate for tenure consideration, the candidate may file an appeal in accordance with institutional policy.

Vice President for Academic Affairs Action on Tenure

If the Division Chair recommends the candidate for tenure, the Division Chair submits the completed Tenure Application Portfolio to the Vice President for Academic Affairs no later than January 1.

The Vice President for Academic Affairs has until February 1 to review tenure candidates and their respective Tenure Application Portfolios, and to prepare a written report for each candidate, recommending or not recommending candidates for tenure. The Vice President for Academic Affairs will confer with each candidate and with each candidate's Division Chair jointly, reviewing his/her report with them and providing a copy of this report to them.

The Vice President for Academic Affairs submits his/her recommendation with documentation to the President by February 15. The President shall then recommend candidates for tenure at the next regular Board of Regents meeting for Board action. After Board action, a copy of the Tenure Application Portfolio and the Board decision become a part of the faculty member's personnel file. The original Tenure Application Portfolio is returned to the faculty member.

If the Vice President for Academic Affairs and/or the Division Chair do not recommend a candidate for tenure, the Vice President for Academic Affairs and/or the Division Chair will prepare a written report, specifying the reasons for not recommending tenure and will review the report with the candidate. The Vice President for Academic Affairs and/or the Division Chair may take the following actions:

- (1) Assist the candidate in establishing a specific set of goals and objectives, with timetables for the candidate's improvement to provide an opportunity for the candidate to become tenured.
- (2) Recommend that the faculty member remain in non-tenured status.

Tenure Reapplication

A continuously employed faculty member may re-enter the tenure application process after having completed at least one additional academic year on contract if the faculty member has achieved the specified goals and objectives in the timetable established. A faculty member may re-enter the tenure application process no more than twice.

If special circumstances arise where a tenured faculty member should leave the College and return at a later date, the faculty member may be eligible to have tenure status reinstated after completing one year of service. Assessment of the returning faculty member's continued quality performance in teaching, scholarship and service will be made by the appropriate Division Chair and may involve input from tenured faculty within the Division. The Division Chair's recommendation for reinstating tenure status will be made to the Vice President for Academic Affairs, and if approved, forwarded on to the President for approval.

REFERENCE

American Association of University Professors (2001). *AAUP policy documents and reports* (9th ed.). Washington, D.C.: American Association of University

DATE OF ADOPTION: October 21, 2004 LEGAL REFERENCE:
REVISION DATE (S): February 19, 2015

RELATED ADMINISTRATIVE RULES AND REGULATIONS: _____

TITLE:

OUTSIDE EMPLOYMENT (BP/APA)

~~The primary obligation of professional and non-professional employees is owed to Seminole State College and to the clients that it serves. Any outside employment must be reported to the President, on an annual basis, who will decide whether such employment does impair college job performance or impair the professional status of the employee. Employees will not engage in gainful employment outside of their appointments, where the employment affects adversely their professional status or impairs their standing with students, associates, and/or the community. Unreported outside employment may result in disciplinary action, including suspension or termination. An employee who continues in an outside job to which the President has objected will be in violation of Board policy and subject to disciplinary action, including suspension or termination.~~

~~Tutoring of any kind for pay is not allowed on college property or on school time unless approved by the Vice President for Academic Affairs.~~

~~Employees should also be aware that certain types of outside employment may cause a conflict of interest with SSC and may be in violation of the College Ethics Policy. When in doubt as to whether certain outside employment is improper, the employee should consult with the President.~~

Employees are obligated to fully discharge their required duties during scheduled work hours as defined by their position at Seminole State College. The College acknowledges that employees may engage in other interests, including paid work, outside their contractual obligations to the College.

Seminole State College employees should not engage in other paid work during their work hours at Seminole State College. College resources should not be used to engage in work outside the College. Professional and Classified staff shall not engage in outside work, including teaching for Seminole State College, during their paid work hours. Neither faculty nor staff shall engage in tutoring for pay using college resources without permission at the Division Chair level or equivalent.

Full-time faculty must submit an Outside Teaching Notification through their Division Chair to teach for any other institution during their contract period with the college. These notifications will be reviewed case-by-case by the Division Chair. Division Chairs will consider program and course integrity when reviewing notifications and have the right to restrict combined teaching loads when concerns arise regarding teaching effectiveness based on the total number of courses taught in a semester.

All notifications of outside employment for full-time employees will be submitted for review to the appropriate supervisor, Vice President and President.

DATE OF ADOPTION: August 22, 2002

LEGAL REFERENCE:

REVISION DATE(S): October 22, 2009, October 25, 2012
RELATED ADMINISTRATIVE
RULES AND REGULATIONS: _____

Proposed Changes

TITLE:

INFORMATION SECURITY

I. Purpose and Benefits

This policy defines the mandatory minimum information security requirements for Seminole State College. Based on individual business needs and specific legal and federal requirements, implemented security settings may exceed the security requirements put forth in this document, but must, at a minimum, achieve the security levels required by this policy.

This policy acts as an umbrella document to all other security policies and associated standards. This policy defines the responsibility to:

- protect and maintain the confidentiality, integrity and availability of information and related infrastructure assets;
- manage the risk of security exposure or compromise;
- assure a secure and stable information technology (IT) environment;
- identify and respond to events involving information asset misuse, loss or unauthorized disclosure;
- monitor systems for anomalies that might indicate compromise; and
- promote and increase the awareness of information security.

II. The Chief Information Security Officer (CISO)

Purpose: The purpose of this policy is to establish the authority of the Chief Information Security Officer (CISO) to override existing security policies and procedures when necessary.

Policy: The CISO is authorized to override existing security policies and procedures when special needs arise. The decision to override an existing policy or procedure must be made by the CISO, or in their absence, by their designee(s). The decision to override an existing policy or procedure must be made with the approval of the Senior Leadership Team.

Exceptions:

1. The CISO may not override policies or procedures related to legal or regulatory requirements.
2. Overrides of policies or procedures related to financial transactions or accounting practices must be approved by the Vice President of Fiscal Affairs (VPFA).

Enforcement: Violations of this policy may result in disciplinary action, up to and including termination of employment or student status and may also result in legal action. Any exceptions to this policy must be approved by the Senior Leadership Team.

III. Security Measures

Purpose: The purpose of this policy is to provide guidelines on configuration of computer systems and accounts.

Scope: This policy applies to all employees, students, contractors, and third-party vendors who have access to data and information.

A. SSC user accounts

- 1) **User Account Issuance:** Upon completion of the hiring process, faculty and staff shall be issued SSC computer system user accounts. IT shall be notified by HR once users are ready to be set up. Students shall be issued SSC user accounts once they become a student, based on completion of admission and enrollment. These accounts are assigned to the user but remain property of SSC and the State of Oklahoma.
- 2) **Access Security:** ALL user accounts shall have security based on least privilege, meaning that only required access is granted. The level of access will be determined by the area director and/or the respective VP with consultation from the IT department.
- 3) **Notifications/requests for additional permissions/access** can be sent to the IT department with the proper supervisor(s) copied. IT will review the request and might require escalation to a higher level of approval based on the specific access requested.
- 4) **Multi-Factor Authentication:** User accounts will have Multi-factor Authentication (MFA) configured with at least 2 factors required. Exceptions may be made for specific accounts/systems with additional restrictions used to help mitigate risk such as: extremely limited access, location restrictions, IP Address, etc.
- 5) **Password Sharing:** Users are prohibited from sharing passwords. If specific access to a user's data/account is required, the supervisor(s) should request access with a request to the IT department. IT will review and might require escalation to a higher level of approval based on the specific request.
- 6) **Compromised Accounts:** User accounts that have been found to be compromised shall be disabled by IT or the Information Security Team until any information regarding the compromise has been gathered and confirmation that the account has been secured.
- 7) **Location Lock:** User accounts are location locked to the United States unless otherwise requested via request to the IT department.
- 8) **Compliance with State and Federal Laws:** All accounts and their activities are subject to state and federal law and as such could be subject to search. Personal use of SSC accounts for storing data files or sending/receiving/storing personal email is strongly discouraged.
- 9) **Email Forwarding:** To maintain proper security and management of SSC data, email accounts that may receive confidential data will not be auto-forwarded to off-campus personal accounts.

- 10) Email data: Email shall not be used to transmit personal/confidential information, system filters should be in place to help detect and mitigate the use of email for this purpose.
- 11) Personal Devices: Users may use personal devices to check email; however, they must be encrypted and allow SSC to manage the deletion of that account remotely. When they add the account users will be prompted to allow such management as well as if their device does not meet the minimum requirements to ensure data security.

Enforcement: Violation of this policy may result in disciplinary action, up to and including termination of employment or student status and may also result in legal action.

Review: This policy shall be reviewed periodically to ensure its effectiveness and relevance to SSC's security needs. The review shall include assessing the effectiveness of the policy in protecting SSC's data and systems from unauthorized access or disclosure.

B. Computer Systems

- 1) All systems must have Anti-virus/endpoint detection and reporting system software installed to protect against malicious software/activities.
- 2) SSC will have a network detection and reporting system monitoring for malicious activities.
- 3) Systems with access to confidential or protected data, including VPN access, shall have encrypted hard disks to safeguard data.
- 4) System updates shall be installed as soon as it can be verified that they do not interfere with business operations.
- 5) Precautions shall be taken for computers used in the student labs or for public use to ensure that private data is not left on the devices. Examples include ephemeral mode for Chrome and Deepfreeze.
 - a) Computer labs for student use do not have access to confidential or protected information and can have generic logins given that all data is cleared once the system restarts using workstation protections such as DeepFreeze.
- 6) Users will not have administrative access to computers with access to secured data and/or systems, except in extreme cases where there is no other alternative. Admin access will be limited as much as possible.
- 7) Users should have screen saver locks in place requiring login after the system has been idle. It is highly recommended to lock the system when leaving it unattended.
- 8) Access to IT systems/servers shall be restricted to personnel authorized by the IT Director.
- 9) Activities such as login/out, app usage, and network/internet usage shall be logged for auditing and accountability purposes.

- 10) Remote access to SSC systems will be granted by the IT Director on a case-by-case basis.
 - a) When granted, remote access will be configured by IT using the methods defined by the IT Director.
- 11) Remote access software shall not be installed on systems without prior approval from the IT Director and the Chief Information Security Officer (CISO).

C. Physical access

- 1) Access to IT equipment such as server rooms, network closets, etc. shall be restricted to personnel authorized by the IT Director.
 - a) All authorized personnel must use their unique access credentials or keys to gain entry and shall not share access credentials or keys with any unauthorized personnel.
 - b) Access to these areas must be logged and monitored for security purposes.
- 2) Systems, as well as other physical materials with protected and/or confidential data, should be physically secured in locked offices/rooms with limited access.
 - a) Access to these rooms should be restricted to authorized personnel and should be kept locked when not in use.
 - b) Keys and/or access cards should be securely stored and only issued to authorized personnel.
 - c) If available access card shall use additional protections such as biometric or PINs
- 3) Mobile computers/devices should not be left unattended in public places.
 - a) All mobile devices containing sensitive information should be protected with passwords and/or encryption.
 - b) Sensitive information should not be stored on mobile devices unless absolutely necessary.
 - c) Employees should be trained on the proper handling of mobile devices.
- 4) When possible, video surveillance should be used to monitor critical systems and their access.
 - a) Video surveillance should be implemented in critical areas, such as server rooms and network closets.
 - b) Surveillance footage should be retained for a reasonable period of time and made available for review by authorized personnel.
- 5) Printers used to print confidential/protected data should be in access-controlled areas, and printed material should be retrieved immediately.
 - a) Access to the printer should be restricted to authorized personnel.
 - b) Printed material should be immediately retrieved by the authorized personnel and securely stored.
 - c) The use of secure printing methods, such as pull printing or secure release, is highly recommended.
- 6) Physical security breaches or incidents should be reported to Campus Police, IT Director and/or the Information Security Team immediately.

- a) All incidents should be documented and investigated thoroughly.
- b) Any necessary corrective actions should be taken to prevent future incidents.

IV. Third-party vendors and contractors

Purpose: The purpose of this policy is to establish guidelines for Seminole State College to ensure that third-party vendors and contractors who have access to the college's systems, networks, or data comply with appropriate security controls to safeguard confidential and sensitive information.

Scope: This policy applies to all third-party vendors and contractors who have or will have access to Seminole State College's systems, networks, or data, regardless of whether the access is provided onsite or remotely.

Policy:

- 1) **Initial review:** The CISO and/or their designee(s) shall review any agreements with any contractors or vendors that will have access to Seminole State College's systems, networks, or data before they are completed, this process should also include a review of the vendor/contractor's security operations policy to ensure compliance with Seminole State College's security policy.
- 2) **Risk Assessment:** Before granting access to Seminole State College's systems, networks, or data, a risk assessment shall be conducted to evaluate the potential risks and threats posed by the third-party vendor or contractor. The assessment shall include evaluating the vendor's or contractor's security controls and policies.
- 3) **Security Requirements:** Third-party vendors and contractors shall be required to comply with Seminole State College's security policies and standards, as well as applicable state and federal regulations. The vendors and contractors shall also be required to sign a contract that specifies their security responsibilities.
- 4) **Access Controls:** Access to Seminole State College's systems, networks, or data shall be granted to third-party vendors and contractors based on the principle of least privilege. Access shall be granted only to the data or systems necessary to perform their job functions.
- 5) **Information Protection:** Third-party vendors and contractors shall be required to protect Seminole State College's data from unauthorized disclosure, modification, or destruction. The vendors and contractors shall also be required to report any security incidents or breaches to the college's information security team immediately.
- 6) **Security Training:** Third-party vendors and contractors shall be required to complete security awareness and training programs or provide proof of training before they are granted access to Seminole State College's systems, networks, or data. The training shall include the vendor's or contractor's security responsibilities, policies, and procedures. Vendors/contractors may also be required to sign contracts stating they agree to maintain the required security levels set forth.

- 7) **Monitoring:** Seminole State College shall monitor third-party vendors and contractors' access to the college's systems, networks, or data to ensure that they comply with the security policies and requirements. Monitoring shall include periodic reviews of access logs and security incidents.
- 8) **Termination of Access:** Seminole State College shall terminate access to its systems, networks, or data by third-party vendors and contractors when access is no longer required or when the contract ends. Access shall also be terminated immediately if the vendor or contractor violates the security policies or requirements.

Enforcement: Violation of this policy may result in the immediate termination of the contract or suspension of access to Seminole State College's systems, networks, or data.

Review: This policy shall be reviewed periodically to ensure its effectiveness and relevance to Seminole State College's security needs. The review shall include assessing the effectiveness of the policy in protecting Seminole State College's data and systems from unauthorized access or disclosure.

V. Reporting Violations

Purpose: The purpose of this policy is to provide guidelines on reporting any possible data security breach or violation of policy to ensure the safety and integrity of company data and information.

Scope: This policy applies to all employees, students, contractors, and third-party vendors who have access to company data and information.

Policy:

- 1) **Reporting Procedure:** All employees, students, contractors, and third-party vendors who suspect or become aware of a possible data/security breach or violation of policy must report it immediately to the Chief Information Security Officer (CISO).
- 2) The following types of incidents should be reported:
 - a) Unauthorized access to confidential data
 - b) Loss or theft of devices that contain SSC data
 - c) Suspected or actual hacking or phishing attempts
 - d) Unintentional disclosure of confidential information
 - e) Any other suspicious activity related to SSC data security.
- 3) **Timely Reporting:** It is essential to report any possible data security breach or violation of policy promptly. Delays in reporting incidents can increase the risk of further damage, data loss, or data theft. Employees, contractors, and third-party vendors must report the incident as soon as they become aware of it.
- 4) **Confidentiality:** Seminole State College will keep the identity of the person reporting the incident confidential to the extent possible. However, in some situations, the CISO or

manager may need to reveal the identity of the person reporting the incident to carry out an investigation or resolve the issue.

- 5) Investigation: The CISO and/or their designee(s) will investigate all reported incidents to determine the cause, extent, and impact of the breach or violation. The investigation may involve a review of system logs, interviews with employees, contractors, or third-party vendors, and other relevant methods.
- 6) Disciplinary Action: Employees, students, contractors, or third-party vendors who violate this policy or engage in any activity that puts the SSC's data at risk may face disciplinary action, up to and including termination of employment, termination of student status, or termination of the contract.
- 7) Training and Awareness: Seminole State College will provide regular training and awareness programs to educate employees on the importance of data security and the reporting procedure for possible data security breaches or violations of policy.

Review: This policy will be reviewed periodically to ensure its effectiveness and relevance.

Enforcement: Failure to report a known incident would be in violation of this policy and may result in disciplinary action, up to and including termination of employment or student status and may also result in legal action.

DATE OF ADOPTION: _____
REVISION DATE(S): _____

LEGAL REFERENCE: _____

RELATED ADMINISTRATIVE RULES AND REGULATIONS: _____



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

Transact Campus Inc.

Signature:
Melanie Rinehart

Signature:
Nancy Langer

Name (Printed): *Melanie Rinehart*

Name: Nancy Langer

Title (Printed): *Vice President of Fiscal Affairs*

Title: CEO

Date: *3/9/2023*

Date: 3/8/2023

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: *I230053*

PO Amount: *\$43,305*

Attach PO: *Yes*

Attach Tax Exemption: *Yes*

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 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.
- 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: Seminole State College Client Bank Name: JPMorgan CHASE, Springfield, IL
 ABA Routing Number: 10300064 Account Number: 627581259

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
<u>j.hix@ssoc.edu</u>	<u>Julie Hix</u>	<u>405 382 9622</u>
<u>je.johnson@ssoc.edu</u>	<u>Jessica Johnson</u>	<u>405 382 9237</u>

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
<u>Same as above</u>		

SIGNATURE OF APPROVAL

Name & Title: Melanie Rinehart, VPFA Phone: 405 382 9271 Email: m.rinehart@ssoc.edu

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: Melanie Rinehart Date: 3/9/2023

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: Seminole State College Client Bank Name: JP Morgan CHASE, Springfield, IL
 ABA Routing Number: 10300064 Account Number: 627581259

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
j.hix@sscock.edu	Julie Hix	405 382 9622
j.e.johnson@sscock.edu	Jessica Johnson	405 382 9237

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
Same as above		

SIGNATURE OF APPROVAL

Name & Title: Melanie Rinehart, VPFA Phone: 405 382 9277 Email: m.rinehart@sscock.edu

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: Melanie Rinehart Date: 3/9/2023



Purchase Order

1230053

Seminole State College
2701 Boren Blvd.
Seminole, OK 74868
(405) 382-9950

Total 43,305.00

Vendor 223001659

Ship Merchandise to the above address unless otherwise listed below

Transact Campus Inc.
PO Box 392770
Pittsburg PA 15250-9770

PO Date

Requested Ship Date

PO Expiration Date

Mail Invoice to the above address unless otherwise listed below

03/09/2023

00/00/0000

00/00/0000

Requester

Carol D Landes

Fund	Agency	Account	Sub-Activity	Object	Department	Commodity	Amount
1	623	0011	00001	533140	11035		2,443.00
1	623	0011	00001	533150	11035		40,862.00
Total							43,305.00

Registration No 73-73-0163K, for tax free transaction under Chapter 32 of the Internal Revenue Code, Exempted from sales tax by Title 68, Section 1356(a), of the Oklahoma Statutes.

Quantity	Description	Catalog Number	Unit	Cost Per Unit	Total Cost
1.00	TransAct Implementation			4000.0000	4,000.00
1.00	TransAct Yearly Contract			27146.0000	27,146.00
1.00	TransAct ID Implementation			8286.0000	8,286.00
1.00	TransAct ID Yearly Contract			1430.0000	1,430.00
1.00	TransAct ID Equipment			2443.0000	2,443.00
Total					43,305.00

Unless Otherwise Indicated:
All Prices are FOB Destination

Prices Exclusive of State and
Federal Tax

I certify I am authorized to order for this agency and that funds for payment are available.

BY: *Lana Reynolds*

TITLE: President

3/9/2023

VENDORS READ AND FOLLOW CLOSELY

1. All invoices must carry the Purchase Order number.
2. Charge items furnished to the Department specified.
3. Prepay all transportation charges unless otherwise stated.
4. State is NOT subject to Federal Excise Tax.



Oklahoma Tax Commission

www.tax.ok.gov



SEP 08 2015



SEMINOLE STATE COLLEGE
PO BOX 351
SEMINOLE OK 74818-0351

BY:

Date Issued: August 31, 2015

Letter ID: L0708979456

Taxpayer ID: **-***2831

TBS

Oklahoma Sales Tax Exemption Permit Public Schools-Higher Education

County SEMINOLE

Non-Transferable

68 Oklahoma Statutes Section 1356(11)(2001): Which we quote in part: "Sales of tangible personal property or services to private institutions of higher education and private elementary and secondary institutions of education accredited by the State Department of Education or registered by the State Board of Education for purposes of participating in federal programs or accredited as defined by the Oklahoma State Regents for Higher Education..."

Permit Number

EXM-14371337-02

Business Location	Industry Code	City Code	Permit Effective	Permit Expires
SEMINOLE STATE COLLEGE 2701 BOREN BLVD SEMINOLE OK 74868-1901	611110	6751	August 31, 2015	NON-EXPIRING

Steve Burrage, Chairman
Dawn Cash, Vice-Chairman
Thomas Kemp Jr., Secretary-
Member

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 Technology in Business Operations

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

State Regent's three-digit program code: 114

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: [Click here to enter a date](#)

- (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.

(5) Option Deletion

Revised September 2021

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: 114

(5) PROGRAM OPTION DELETION (if more than one option is being deleted, use one form per option)

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

Name of deleted option: Associate in Applied Science in Business Operations

Will the deletion of this option impact the total credit hours for the degree? No Yes

If yes, how? The total credit hours for the degree **WILL** change from to

Number of courses being deleted from the course inventory/catalog: 3 courses: BA 1223
Introduction to Economics; ACCT 2143 QuickBooks; ACCT 2233 Payroll Tax Accounting

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

The program was flagged by the Oklahoma State Regents for Higher Education, and after extensive review, the administration has decided to delete the program immediately from its catalog. Throughout the years, this program has gone through several changes to try to get students enrolled with very little success. Also, due to there being no math requirement, several of our transfer students tend to enroll in the program without realizing the intent of the program is for non-transfer students and then must opt out to get enrolled in the right degree program.

Are students still enrolled in this option? 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.

[Click here to enter text](#)

Will currently enrolled students be allowed to complete the option? No Yes

If no, please explain: [Click here to enter text](#)

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

[Click here to enter text](#)

What is the duration of the teach-out plan? Select length of teach out plan _____

Is the option part of a Cooperative Agreement? No Yes

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

Funds available for reallocation? No Yes

If yes, which departments/programs will receive the reallocated funds? Business and Education

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

Date option deletion effective:

Immediately (will be indicated as deleted during the current academic year)

Beginning with the next academic year