

**FINANCIAL PAYMENTS COLLEGE GREEN
STUDENT PAYMENT PLAN AND PAY NOW AGREEMENT**

This FINANCIAL PAYMENTS COLLEGE GREEN STUDENT PAYMENT PLAN AND PAY NOW AGREEMENT (this "**Agreement**") is made and entered into as of May 26, 2015 (the "**Effective Date**") by and between Financial Payments, LP, a Texas limited partnership ("**Financial Payments**"), with its principal place of business in Amarillo, Texas, and Northwestern Oklahoma State University (the "**College**"), with its principal place of business in Alva, OK.

RECITALS

A. College provides eligible students and/or persons responsible for the payment of the financial obligations of a Student to College ("**Student**") with the option to make payments on Student accounts ("**Student Accounts**") with College for tuition, books, fees and other obligations to College, on an installment basis approved by College, or a PAY NOW single transaction.

B. The Financial Payments CollegeGreen Student Payment Plan and PAY NOW product is designed to provide Colleges with a solution for receiving internet based credit/debit card payments on Student Accounts, utilizing credit/debit cards, or ACH to a designated bank or credit union account.

C. College desires to engage Financial Payments to collect on behalf of College installment payments and single PAY NOW payments on Student Accounts and to provide the other Services contemplated pursuant to this Agreement, subject to the terms and conditions set forth herein, and Financial Payments has agreed to provide such Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, College and Financial Payments agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1 Interpretation and Rules of Usage. In this Agreement, the following interpretation and rules of usage will apply unless otherwise specified: (a) reference to any section, appendix, schedule, addendum, or exhibit is a reference to the section, appendix, schedule, addendum, or exhibit of this Agreement; (b) the singular includes the plural, and the plural includes the singular; (c) the words "including," "includes," and "include" will be deemed to be followed by the words "without limitation"; (d) each reference to any agreement, policy, or rule includes all amendments, modifications, and supplements made to that agreement, policy, or rule that are not expressly prohibited by this Agreement; (e) each reference to "as amended, modified, or supplemented" means as amended, modified, or supplemented from time to time; (f) each reference to a Person includes that Person's respective permitted successors and assigns; and (g) "herein," "hereof," "hereto," "hereunder," and similar terms refer to this Agreement as a whole.

1.2 Definitions. As used in this Agreement, capitalized terms not otherwise defined herein shall have the meanings indicated below:

"**ACH**" means a facility that processes debit and credit transfers under rules established by the Federal Reserve Bank operating circular on automated clearinghouse items or under rules of an automated clearinghouse association.

“**ACH Authorization**” means an authorization signed by a Student or College authorizing Financial Payments to debit or credit, as applicable, the Custodial Account and the College Account for Fees owed to Financial Payments and for payments by Students for tuition, books, fees and other amounts owed by Students to College, as contemplated under this Agreement.

“**Act**” means the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq., together with all implementing regulations, as may be amended from time to time.

“**Affiliate**” means with respect to any Person, each Person that controls, is controlled by or is under common control with such Person or any Affiliate of such Person. For the purpose of this definition, “control” of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

“**Applicable Law**” means (i) the Network Rules; (ii) any and all federal laws, treaties, rules and regulations, and any and all regulatory guidance issued by, determinations of, mandatory written direction from or agreements with any arbitrator or governmental agency or authority, including the BSA, Regulations E and Z of the Consumer Finance Protection Bureau, anti-money laundering laws, any and all directives, sanctions or regulations enforced by OFAC, the Federal Deposit Insurance Corporation or the OCC, and Section 501 of the Act; (iii) all laws, statutes or regulations of any state; (iv) the Payment Card Industry Data Security Standards and any applicable rule or requirement of the National Automated Clearinghouse Association; and (v) the published policies and procedures of Financial Payments, as promulgated from time to time.

“**BSA**” means the Financial Recordkeeping and Reporting of Currency and Foreign Transactions Act of 1970 (31 U.S.C. 1051 *et seq.*), also known as the Bank Secrecy Act, together with all implementing regulations, as may be amended from time to time.

“**Business Day**” means each day of the week, excluding Saturday, Sunday, and days when banks are closed within the State of Texas.

“**College Account**” has the meaning assigned to such term in Section 2.4.

“**Fee Schedule**” means the schedule or schedules to this Agreement that set forth the Fees and other information, as amended, modified, or supplemented.

“**Fees**” means the fees charged by Financial Payments to College or a Student pursuant to Schedule 3.2.

“**Financial Payments System**” means the computer processing system and software interface, including hardware and both object code and source code, that provides the electronic funds transfers and data processing and funds collection services provided to and on behalf College. The Financial Payments System does not include (i) any third party telecommunication systems; or equipment used to access the Financial Payments System or (ii) any other Network or processor that is necessary to complete a Transaction.

“**Financial Payments Custodial Account**” has the meaning assigned to such term in Section 2.1.

“**Force Majeure Event**” means causes or events beyond the control of Financial Payments, which in Financial Payments’ exercise of reasonable diligence is unable to prevent, including any of the following: shortages of materials; labor dispute or strike; acts of God; sudden actions of the elements such as floods, hurricanes, or tornadoes or other weather conditions; sabotage; terrorism; war; riots; embargo; fire; failures or fluctuations in electrical power, heat, light, air-conditioning, or telecommunications equipment or system; any unauthorized or illegal access to the Financial Payments System; any action or inaction by a Network, Student, College or any other Person that prevents or delays Financial Payments from performing any obligation hereunder; or any actions or failure to act of any federal, state, municipal, or any other government or agency (including the adoption or change in any rule or regulation or constraints lawfully imposed by federal, state, or local government bodies) that prevents or delays Financial Payments from performing any obligation under this Agreement.

“Governmental Authority” means any government, governmental department, ministry, commission, board, bureau, agency, regulatory authority, instrumentality of any government (central or state), judicial, legislative, or administrative body, federal, state, or local, having jurisdiction over the matter or matters in question.

“Losses” means any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including, interest, penalties, and reasonable attorneys’ fees and expenses, costs of investigation and preparation, and other professional fees and expenses.

“MasterCard” means MasterCard International Incorporated and its Affiliates, as applicable.

“MasterCard Standards” means the bylaws, rules and policies, and the operating regulations and procedures of MasterCard, as may be amended from time to time.

“Network” means an organization to which Financial Payments has access that operates computer hardware and software and telecommunications facilities in order to transmit electronic messages and settle electronic funds transfers between its members.

“Network Rules” means the bylaws, rules, policies, regulations and procedures of a Network.

“NPI” means “non-public personal information” as defined by the Act.

“OFAC” means the Office of Foreign Assets Control of the United States Department of Treasury.

“Operating Instructions” means the instructions selected by and furnished by Financial Payments to College and/or Students relating to the processing of and the collection of Student Accounts, including the utilization of the Financial Payments System with respect to the enrollment of Students in the Student Payment Plan, the processing of the collection of amounts paid by Students on Student Accounts for the College, and the distribution of funds received in the Custodial Account to College hereunder.

“Person” means an individual, partnership (whether general or limited), Governmental Authority, limited liability company, corporation, trust, estate, unincorporated association, nominee, joint venture or other entity that is given, or is recognized as having, legal personality by the Law of any jurisdiction, country, state or territory.

“Policies” means the policies established by Financial Payments that in any way relate to procedures to be performed by College and/or Students to access the Financial Payments System, or to any other aspect of this Agreement along with all other operating instructions, procedures and policies adopted by Financial Payments, and all amendments, modifications, and additions thereto, relating to such matters.

“Representatives” means, with respect to any Person, such Person’s officers, directors, employees, owners, Affiliates, agents, representatives, independent contractors, consultants, programmers, attorneys, accountants, lenders, consultants, or financial advisors.

“Services” means the services to be provided by Financial Payments to College and/or Students pursuant to this Agreement.

“Student Acknowledgment” means the documentation that is generated during the process of establishing the method by which a Student will pay its Student Account, which may consist of a single payment, or payment in installments (a **“Student Payment Plan”**), and that contains, among other things, the name, identification number, address, terms of payment of the Student’s Account and other information relating to a Student, certain representations and warranties made by the Student and any other information required by Financial Payments.

“Student Data File” means a data file that includes a Student’s name, account number, Student identification number, terms of payment of the Student’s account and other information as may be requested by Financial Payments.

"Student Payment Plan" has the meaning given to it in Section 2.2.

"Student Payment Program" means the Financial Payments CollegeGreen Student Payment Plan products, the Student Payment Plans, and such other agreements arrangements as may be contemplated pursuant to this Agreement, or as may be agreed upon by the parties from time to time.

"Transaction" means the use of the Student Payment Plan or PAY NOW and other services of Financial Payments for the payment of tuition, books, fees, and other items payable by a Student to College, to transfer money, to collect funds from Students on behalf of College, to distribute funds from the Financial Payments Custodial Account to College, to pay the Fees of Financial Payments hereunder, or to perform any other transaction that Financial Payments makes available to a College or a Student under this Agreement.

"Unauthorized Use" means any use by a Person other than the Student or a College without actual authority to initiate a Transaction and from which the Student or College, as applicable, receives no benefit.

2. PROCESSING OF TRANSACTIONS.

2.1 **Appointment.** College hereby appoints Financial Payments as its sole agent to collect on behalf of College payments on Student Accounts, to process and hold such funds, and to transfer and disburse collected funds to the College through the Financial Payments Custodial Account. Financial Payments is acting only as a custodial agent for the collection and disbursement of such funds, and does not guaranty payments or provide for the collection of payments on delinquency or default by a Student. All successfully collected payments shall be deposited into a custodial account of Financial Payments ("Financial Payments Custodial Account"), and payments on Student Accounts shall be comingled in the Financial Payments Custodial Account. Such funds are held in custody under the Financial Payments Custodial Account, and upon remittance by Financial Payments to the College's designated bank account, shall become the property of College, less applicable Fees. Any and all interest earned on funds in the Financial Payments Custodial Account is payable to and shall be retained by Financial Payments.

2.2 **Provision of Payment Plan Participate Information.** The College and each Student will agree upon the terms of the payment plan ("Student Payment Plan") pursuant to which a Student shall make payments on its Student Account. Payments may be made in weekly, bi-weekly, or monthly installments, as agreed upon by Student and College, and may be made utilizing credit/debit cards, or ACH. Student Payment Plans may be reduced in amount as appropriate. Financial Payments will notify College if a Student has completed the creation of a Student Payment Plan. A Student Payment Plan shall be considered completed when the Student Acknowledgement is finalized and the Student has paid to Financial Payments the Student enrollment fee. Any change in a Student Payment Plan amount will require the Student to accept new disclosures on the new Student Payment Plan amount. Returned or declined Student payments may be reattempted if the College elects. Delinquent payments will be reported to the College and the College shall determine whether to cancel the Student Payment Plan, or suspend the plan until the College has discussed the delinquency with the Student. All decisions by the College with respect to a Student Payment Plan shall be reported immediately to Financial Payments. College shall deliver to each Student such instructions, disclosures and other information with respect to establishing a Student Payment Plan as may be requested by Financial Payments from time to time in the form requested by Financial Payments. The Student Acknowledgment and other disclosure and information are collectively referred to herein as the "Student Information".

2.3 **Credit Card Payments.** Credit card transactions shall be processed by Financial Payments or through a third party service provider. All chargebacks will be passed through to, and shall be the obligation of the College. Financial Payments will automatically deposit into the College Account, on the tenth (10th) day of each month, or at an agreed upon schedule of at weekly, biweekly, all funds collected by Financial Payments on behalf of College ~~less the processing fees~~ during the preceding month. If the tenth (10th) day of a month falls on a weekend or banking holiday, the funds will be deposited on the following Business Day.

2.4 College Account. Within ten (10) days after the execution and delivery of this Agreement, College shall notify Financial Payments, by executing and delivering to Financial Payments an ACH Authorization, of the bank account and financial institution (the “College Account”) that will be used for the deposit of Student funds from the Financial Payments Custodial Account, as contemplated in Section 2.3, and which may also be used for the payment to Financial Payments of Fees, and any other amounts owed by College hereunder. The payment of Fees, and other amounts owed by College to Financial Payments may also be made, in the discretion of Financial Payments, by ACH from the Custodial Account. College shall complete an ACH Authorization, substantially in the form of Schedule 2.4 attached hereto, and any other documentation required for Financial Payments to access the College Account in accordance with the terms of this Agreement. College may not modify any information relating to the College Account without providing Financial Payments with at least ten (10) days’ prior written notice and completing all additional ACH Authorizations necessitated by such modification.

3. FINANCIAL PAYMENTS’ SERVICES.

3.1 General. Financial Payments shall administer the Student Payment Plans and PAY NOW, collect payments of Student Accounts on behalf of College, and remit collected funds to College, and provide the other services described in this Agreement, (“Services”) in accordance with the terms and conditions of this Agreement.

3.2 Payment for Services. College and Students will pay Financial Payments for the Services provided by Financial Payments pursuant to this Agreement at the rates and charges specified in Schedule 3.2 hereto (the “Fee Schedule”), without deduction, setoff, or delay for any reason. College authorizes Financial Payments to remove processing fees from the settlement payments. Fees payable by Student’s to Financial Payments shall be charged directly by Financial Payments to the Students.

3.3 Amendment of Fee Schedule. Financial Payments may amend the Fee Schedule in its sole discretion. The amendment shall be effective on the date specified in a written notice thereof provided to College, and such date shall not be fewer than thirty (30) days after the date specified in the notice.

3.4 Subcontractors. Financial Payments may from time to time retain the services of one or more subcontractors, agents or other Persons to perform some or all of the services Financial Payments has agreed to perform pursuant to this Agreement (each, a “Subcontractor”). College acknowledges and agrees that Financial Payments is permitted to select and retain such Subcontractors in its sole discretion.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS.

4.1 Representations and Warranties of Both Parties. Each party represents and warrants to the other that each of the following is true and correct as of the Effective Date:

- (a) It is validly organized under the laws of its state of organization and is duly qualified and in good standing in every jurisdiction in which its business so requires;
- (b) The execution, delivery and performance of this Agreement are within its powers and authority and this Agreement, when executed by both parties, will constitute its valid and binding obligation;
- (c) There is no action or proceeding pending or, to its knowledge, threatened, that might impair its ability to perform its obligations under this Agreement;
- (d) The person executing the Agreement is authorized to act on its behalf for purposes of executing this Agreement; and

- (e) The execution of this Agreement and the performance of its obligations hereunder will not violate or contravene any agreement between it and any third party.

4.2 No Other Warranties. EXCEPT AS EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN, FINANCIAL PAYMENTS DOES NOT MAKE ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), REGARDING THE STUDENT PAYMENT PROGRAM, THE STUDENT PAYMENT PLANS, THE POLICIES, THE OPERATING INSTRUCTIONS, THE FINANCIAL PAYMENTS SYSTEM OR THE SERVICES FURNISHED BY FINANCIAL PAYMENTS PURSUANT TO THIS AGREEMENT.

4.3 Covenants of College. College covenants and agrees with Financial Payments as follows:

- (a) It shall comply with all Applicable Laws and all Policies in the performance of its obligations under this Agreement;
- (b) To the extent that College stores any NPI or Student Information in connection with this Agreement, it will store such information solely at locations within the United States. College will, and will cause its vendors to, comply with all Applicable Law in the handling or storage of data that may be established by any Network to the extent such requirements apply to the activities of College or its vendors with respect to the Student Payment Program and the Student Payment Plans at all times during the Term of this Agreement. College agrees that it will be liable to Financial Payments to the extent that any vendor used by College violates any Applicable Law.
- (c) Upon receipt of written request from Financial Payments or upon termination or expiration of this Agreement, College shall destroy or return to Financial Payments all NPI in its possession or control.
- (d) It will furnish Financial Payments with all data and information, including Student Information and Student Data Files, in whatever form or nature may be reasonably required by Financial Payments to perform the Services or to enable Financial Payments to perform the Services, respectively, or as may otherwise be required or requested by Financial Payments. College shall take steps to verify the truth, accuracy and completeness of such data and information and agrees that it will indemnify Financial Payments, Financial Payments' Affiliates and their respective Representatives for any Losses incurred by any of them because of its breach of this provision.
- (e) It will timely provide the Students with any notices, statements and reports that Financial Payments requests to be provided to them, in form and substance acceptable to Financial Payments, as set forth in the Policies, Operating Instructions or as required by any Applicable Law. To the extent permitted by Applicable Law College agrees to indemnify and hold Financial Payments harmless from any Losses incurred by Financial Payments due to the fact that (i) such notices, statements and reports are not delivered to any Student as required or are not delivered to any Student in a timely manner; or (ii) College fails to comply with any Applicable Law.
- (f) In addition to complying with the other requirements of this Agreement and adhering to any security procedures set forth from time to time in the Operating Instructions or Policies, College will exercise reasonable care, and will institute appropriate security procedures consistent with those required by Applicable Law, including the Act, in assigning or distributing logins, passwords, or any other codes that allow access to the Financial Payments System or the Network.

5. CONFIDENTIALITY.

5.1 Confidential Information. The term “**Confidential Information**” shall mean this Agreement and any schedule, exhibit, attachment or amendment hereto; any information concerning the Student Payment Program; the Student Payment Plan, any marketing plan for the Student Payment Program or the Student Payment Plan and any marketing materials for the Student Payment Program or Student Payment Plan which are not publicly available; and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which a party (the “**Discloser**”) discloses, in writing or orally, to the other party (the “**Recipient**”) or to which Recipient obtains access in connection with the negotiation or performance of this Agreement and which, by its nature, the Recipient knows or reasonably should know is confidential information of Discloser. NPI shall, in addition to the provisions of this Section 5, be subject to the additional requirements of Section 6. Subject to the exceptions in the following sentence of this Section 5, College’s Confidential Information includes only the identity of Affiliated Persons, implementation guidelines, checklists and overviews for College’s clients, pricing, incentives, service level requirements and client-specific terms of any agreement between College and a College client, the details of College’s financial statements (including profit margins, cash flows, assets, debts and liabilities), College’s historical aggregate payment volume, College’s prospective payment volumes, reports and other data generated by comparing prospective client payment data against data accumulated by College, and other information that is related solely to College’s clients that College collects in the course of the performance of its services in connection with the Student Payment Program, but not including any Student Data. The terms of this Agreement and the financial results of any Student Payment Plan shall be deemed Confidential Information of both College and Financial Payments. Confidential Information shall not include information that: (a) is already known to Recipient at the time it obtains the information from Discloser; (b) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement or any other confidentiality obligations; (c) is lawfully received on a non-confidential basis from a third Person authorized to disclose such information without restriction and without breach of this Agreement; (d) is contained in, or is capable of being discovered through examination of, publicly available records or materials; or (e) is developed by Recipient without the use of any proprietary, non-public information provided by the Discloser. As between Financial Payments and College, any data or information acquired or obtained by Financial Payments in connection with the performance of its Services under this Agreement or otherwise in connection with its participation in the Student Payment Program, and the Student Payment Plan, other than College’s Confidential Information, is Financial Payments Confidential Information and is owned solely by Financial Payments.

5.2 Use and Disclosure of Confidential Information.

- (a) Each Recipient shall hold and maintain in confidence the Confidential Information of the Discloser and shall use and disclose such Confidential Information only for the purpose of performing its obligations or exercising or enforcing its rights under this Agreement or as otherwise expressly permitted by this Agreement and for no other purpose. Each Recipient may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by Applicable Law, including in the course of an examination by a Governmental Authority; provided, however, that (i) except in connection with disclosure in the ordinary course of an examination by a Governmental Authority, the party subject to such Applicable Law shall notify the Discloser of any such use or requirement prior to disclosure of any Confidential Information obtained from the Discloser in order to afford the Discloser an opportunity to seek a protective order to prevent or limit disclosure of the Confidential Information to third Persons; and (ii) the party subject to such Applicable Law shall disclose Confidential Information of the Discloser only to the extent required by such Applicable Law.
- (b) Each Recipient shall (i) limit access to the Discloser’s Confidential Information to its Representatives who have a need to access such Confidential Information in connection with this Agreement and the Student Payment Program; and (ii) ensure that any Person with access to the Discloser’s Confidential Information is

bound to maintain the confidentiality of Confidential Information in accordance with the terms of this Agreement and all Applicable Law. If any security breach occurs that results in the disclosure, theft or other unauthorized access of NPI as a result of an action or omission of College, its Affiliate or any third party to whom College has provided NPI, College agrees to pay all expenses associated with, and will reimburse Financial Payments for all expenses incurred by Financial Payments in connection with, the unauthorized access to Student Information or Student Data Files.

- (c) Notwithstanding anything else contained herein, Financial Payments may disclose to any third party information regarding College and the Student that Financial Payments believes is necessary to (i) complete or document Transactions initiated by a Student or College; (ii) investigate possible unauthorized Transactions; (iii) respond to Governmental Authority or Network inquiries or order; or (iv) comply with Applicable Law.

5.3 Remedies. Each Recipient agrees that any unauthorized use or disclosure of Confidential Information of the Discloser might cause immediate and irreparable harm to the Discloser for which money damages might not constitute an adequate remedy. In that event, the Recipient agrees that injunctive relief may be warranted in addition to any other remedies the Discloser may have. In addition, the Recipient shall promptly (but in no event more than twenty four (24) hours after discovery of same) advise the Discloser by telephone and in writing via facsimile of any actual or threatened security breach that may have compromised or threatened to compromise any Confidential Information, and of any unauthorized misappropriation, disclosure or use by any Person of the Confidential Information of the Discloser which may come to its attention and shall take all steps at its own expense reasonably requested by the Discloser to limit, stop or otherwise remedy such misappropriation, disclosure or use, including notification to and cooperation and compliance with any Governmental Authority.

5.4 Return of Confidential Information. Upon the termination or expiration of this Agreement, or at any time upon the reasonable request of a Discloser, except as otherwise required by Applicable Law or court order, the Recipient shall return (or destroy if so directed by the Discloser, in a manner that makes the information unreadable or unrecoverable) all Confidential Information in the possession of the Recipient or in the possession of any Representative of the Recipient. Any Confidential Information maintained in an electronic format shall be returned to Discloser in an industry standard format or, at the option of the Discloser, deleted and removed from all computers, electronic databases and other media; provided, however, a party may retain electronic information to the extent the same may be contained within routine tape or other electronic archival or electronic backup systems, but such information remains subject to Recipient's established information retention policies and the terms of this Agreement, and such retained Confidential Information may only be used for regulatory purposes and shall not be used for any other purpose. Compliance by the Recipient with this Section 5.4 shall be certified in writing by an appropriate officer of such Recipient within thirty (30) days of the end of the Term or the wind-down period, whichever is later, which certification shall include a statement that no copies of Confidential Information have been retained, except as permitted above. Recipient will continue to be bound by the provisions of this Agreement concerning Confidential Information of the Discloser to the extent the same is retained by a Recipient in accordance with this Section 5.4. Notwithstanding anything else provided herein, the confidentiality obligations of this Section 5 shall survive the termination or expiration of this Agreement.

5.5 Media Releases. All media releases, public announcements and public disclosures by College or its Representatives relating to the terms of this Agreement or that includes any Protected Mark (as hereinafter defined), the name of Financial Payments or any Financial Payments Affiliate or supplier, including promotional or marketing material, but not including any disclosure required by Applicable Law, shall be coordinated with and approved by Financial Payments in writing prior to the release thereof; provided, however, that prior approval will not be required for any disclosure that is required to be made by Applicable Law as long as prior notice of such disclosure is provided to the Financial Payments, unless such notice is prohibited by Applicable Law.

6. PRIVACY MATTERS.

6.1 BSA, anti-money laundering and OFAC Compliance; Governmental Authorities. Upon the request of Financial Payments, College shall provide all cooperation and assistance reasonably requested by Financial Payments in connection with Financial Payments' duties with respect to BSA, anti-money laundering and OFAC compliance. College shall obtain Financial Payments' written approval prior to engaging in any oral or written correspondence related to this Agreement or the transactions or services contemplated hereby with any Governmental Authority having jurisdiction over Financial Payments. College shall remain at all times in good standing with (a) each Governmental Authority with jurisdiction over it, and (b) each Network or other payment system or network with which it may be registered from time to time as a marketing Representative, agent or service provider.

6.2 Limitation on Use of NPI. Notwithstanding any other provision of this Agreement, College shall only use, maintain and disclose NPI in compliance with Applicable Law and in accordance with the Policies. College will ensure that Persons to whom it transfers NPI will use, maintain or disclose such information only in accordance with Applicable Law and the Policies. College will be solely responsible for compliance with the provisions of this Section 6 with respect to any third party to whom NPI is transferred or made available by, on behalf of or for the benefit of College. College represents and warrants that it is not currently using or disclosing, and will not in the future use or disclose, NPI in a manner, or for a purpose, not permitted under Applicable Law or, to the extent applicable, not in accordance with the Policies.

6.3 NPI Protections. College shall implement appropriate administrative, technical, and physical safeguards to (a) protect the security, confidentiality, and integrity of all NPI, including Student names, addresses, and Student Payment Plan numbers, in all cases in accordance with Applicable Law and the Policies; (b) ensure against any anticipated threats or hazards to the security or integrity of NPI; (c) protect against unauthorized access to or use of NPI or associated records which could result in substantial harm or inconvenience to any Student; and (d) ensure the proper disposal of NPI. College shall notify Financial Payments as soon as possible of any security breach involving, or unauthorized access to, NPI in its possession or control, including NPI in the possession or control of third parties to whom it has provided NPI. College agrees to pay all expenses associated with, and will reimburse Financial Payments for all expenses incurred by Financial Payments in connection with, the unauthorized access to NPI.

6.4 Third Party Use of NPI. College will ensure that any third party to whom NPI is transferred or made available by or on behalf of College signs a written contract with College in which such third party agrees: (a) to restrict its use of NPI to the use specified in the agreement between College and the third party (which use must be in connection with College's permitted uses of the information); (b) to comply with Applicable Law and the Policies; and (c) to implement and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of all NPI provided to it. Furthermore, such third party must agree in writing to notify College as soon as possible of any security breach involving, or unauthorized access to, NPI. College will only transfer or make available to such third party such NPI as is reasonably necessary for the third party to carry out its contemplated task.

6.5 Limitations on Actions Required. It is the intention of the parties that they be able to use and share information as broadly as possible as permitted by Applicable Law to foster their relationships with Affiliated Persons and Students, while respecting and honoring their privacy rights. Accordingly, notwithstanding the other provisions of this Agreement, neither Financial Payments nor College (nor any of their respective Affiliates) shall, and none of them shall be obligated to, take any action that any of them (or their respective Affiliates) believes in good faith would violate, or is reasonably likely to cause any of them to violate, Applicable Law or any Policy. Neither Financial Payments nor College (nor any of their respective Affiliates) shall, and none of them shall be obligated to, take any action that causes Financial Payments or College (or any of their respective Affiliates) to become a "consumer reporting agency" as such term is defined in the federal Fair Credit Reporting Act or any similar entity under similar state law.

7. OWNERSHIP OF INTELLECTUAL PROPERTY.

7.1 Use of Protected Marks.

- (a) Subject to and only in accordance with the provisions of this Agreement, Financial Payments hereby grants College during the Term a non-exclusive, non-transferable license to use those of Financial Payments' name, logos, service marks or trademarks specifically identified in Schedule 7.1(a) or otherwise designated by Financial Payments in writing (the "Protected Marks") solely in the performance of its obligations hereunder with respect to the Student Payment Program, and Student Payment Plan, as such use is approved from time-to-time by Financial Payments in writing; provided, however, that Financial Payments, in its sole discretion from time to time, may change the appearance and/or style of the Protected Marks, provided that College shall have a commercially reasonable time (not to exceed thirty (30) days) after Financial Payments' written approval of changed materials that include the new Protected Mark to modify any materials. College hereby acknowledges and agrees that: (i) the Protected Marks are owned solely and exclusively by Financial Payments, or its respective Affiliates; (ii) except as set forth herein, College has no rights, title or interest in or to the Protected Marks, and College agrees not to apply for registration of the Protected Marks (or any mark confusingly similar thereto) anywhere in the world; (iii) all use of the Protected Marks by College shall inure to the benefit of Financial Payments, or its respective Affiliates, as applicable; (iv) College will not modify the Protected Marks or use them for any purpose other than as set forth herein; (v) College will not engage in any action that adversely affects the good name, good will, image or reputation of Financial Payments or its respective Affiliates engaged with respect to the Student Payment Program or associated with the Protected Marks; (vi) College will at all times use the appropriate trade or service mark notice (i.e., (TM), (SM) or (R), whichever is applicable) or such other notice as Financial Payments may from time to time specify on any item or material bearing the Protected Marks; and (vii) Financial Payments shall have the right to review and approve in advance the use of the Protected Marks in all materials to be disseminated electronically or otherwise by College, to the extent such materials refer to Financial Payments, its Affiliates, or their respective products or services, or contain the Protected Marks, which approval may be withheld by Financial Payments in its sole discretion. In addition to College's indemnification obligations pursuant to Section 10, College will indemnify Financial Payments, Financial Payments' Affiliates and their respective Representatives for any Losses incurred by any of them because of its breach of this provision with respect to any Protected Mark, including Protected Marks that are owned, licensed or otherwise the property of an Affiliate.
- (b) If College breaches the provisions of Section 7.1(a), Financial Payments may notify College of the breach and demand that the breach be cured within seven (7) business days. If the breach is not cured, Financial Payments may, in its sole discretion, suspend the license granted in Section 7.1(a) until such time as College has provided Financial Payments with adequate assurances, acceptable to Financial Payments in its sole discretion, that the cause of the breach will not be repeated.

7.2 Ownership of Intellectual Property. Nothing in this Agreement will affect either party's ownership in any intellectual property right existing prior to or developed outside of this Agreement. Notwithstanding the foregoing, any material, including records, documentation, reports, concepts, plans, creative works, business processes, data, trade names or trademarks, works of authorship or other creative works, written, oral or otherwise (collectively, "Work Product"), expressed, developed, conceived or acquired solely through either party's efforts, or any third Person acting on a party's behalf, in connection with this Agreement, will, as between College and Financial Payments, be owned by Financial Payments. College will have no license to use the Work Product except as expressly permitted pursuant to this Agreement.

7.3 In addition to any other remedies provided for herein, the remedies set forth in Section 5 shall apply to any breach of this Section 7.

8. LIMITATION ON LIABILITY.

8.1 **LIMITATION ON LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL FINANCIAL PAYMENTS BE LIABLE WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS), INCIDENTAL, ADDITIONAL, OR PUNITIVE DAMAGES. THE LIABILITY OF FINANCIAL PAYMENTS TO COLLEGE FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE, WILL BE LIMITED TO THE AMOUNT PAID BY COLLEGE TO FINANCIAL PAYMENTS IN THE SIX MONTH PERIOD PRIOR TO THE ACCRUAL OF THE ACTION OR CLAIM FOR THE SPECIFIC SERVICE THAT IS THE SUBJECT OF THE ACTION OR CLAIM.

9. TERM AND TERMINATION.

9.1 **Initial Term and Renewal.** The initial term of this Agreement will begin on the Effective Date and will continue for a period of three (3) years (the “**Initial Term**”) unless earlier terminated as provided below. This Agreement will automatically renew for an additional one (1)-year term (a “**Renewal Term**” and, all Renewal Terms collectively with the Initial Term, the “**Term**”) at the end of the Initial Term and at the end of each successive Renewal Term unless terminated by either party upon giving written notice to the other party at least ninety (90) days prior to the end of the then-current Term.

9.2 **Termination of Agreement.** The Term of this Agreement shall terminate upon the earlier of the expiration of the Term or the termination of this Agreement in accordance with this Section 9.2.

- (a) Either party may terminate this Agreement immediately by providing written notice to the other party upon the occurrence of any of the following events:
 - (i) The other party is in breach of its obligations under this Agreement and fails to cure the breach within thirty (30) days after having been notified in writing of the breach; or
 - (ii) Bankruptcy proceedings are filed by or against the other party, or upon the occurrence of an act of insolvency of a party, resulting in the inability of the party to meet its debts as they mature.
- (b) Financial Payments may terminate this Agreement immediately by providing written notice to College upon the occurrence of any of the following events:
 - (i) Any representation or warranty made by College was inaccurate or untrue when made or becomes inaccurate or untrue during the Term of this Agreement;
 - (ii) Financial Payments believes that College, any Student or any third party has used, is using or could reasonably be expected to use the Student Payment Plan for any fraudulent, illegal or unauthorized activity;
 - (iii) The College has violated, or Financial Payments believes that College has violated, is violating or could reasonably be expected to violate any MasterCard Standard, Network Rule or Applicable Law;
 - (iv) The Network substantially changes its regulations in a way that could reasonably be expected to have an adverse impact on Financial Payments;

- (v) Any action taken or failure to act by or affecting College or its Affiliate that, in Financial Payments' reasonable opinion may in any way adversely affect (A) the good name, goodwill, or reputation of Financial Payments or (B) College's performance of its obligations under this Agreement;
- (vi) Financial Payments determines, in its sole discretion, that College cannot fulfill its indemnification obligations pursuant to Section 10 of this Agreement;
- (vii) The issuance of any order, rule or regulation of any regulatory agency or administrative body, or the decision or order of any court of competent jurisdiction that is controlling or binding on Financial Payments, College or Students if the order, rule, or regulation (A) prohibits any other Student Product provided pursuant to this Agreement, or the performance of Financial Payments, College, Students, or any other party pursuant to this Agreement or (B) restricts or materially adversely affects the use, ownership, operation or provision of the Student Payment Plan and Financial Payments Product provided pursuant to this Agreement, or, in Financial Payments' opinion, makes the provision thereof unprofitable or undesirable, is unduly restrictive to the business of Financial Payments or would require burdensome capital contributions or expenditures;
- (viii) Any regulator with jurisdiction over Financial Payments criticizes, questions or condemns in its entirety or in part this Agreement, or any agreement between Financial Payments and a College or Students relating to the Student Payment Program or otherwise requires termination of such agreement or agreements or the modification of such agreement or agreements when such modification has, or in Financial Payments' reasonable opinion may have, an adverse effect on Financial Payments; or
- (ix) For any reason upon thirty (30) days' prior written notice to College.

10. INDEMNIFICATION.

10.1 Indemnification by College. In addition to its other indemnification obligations provided for hereunder, College agrees to indemnify, defend and hold harmless Financial Payments, its Affiliates and its and its Affiliate's employees, officers, directors, partners, subcontractors, agents, successors and assigns (collectively, the "**Financial Payments Indemnitees**") from, against, for and in respect of any and all Losses asserted against, related to, imposed upon, or incurred by a Financial Payments Indemnitee by reason of, resulting from, based upon or arising out of:

- (a) The inaccuracy, untruth, incompleteness or breach of any representation or warranty of College contained in or made pursuant to this Agreement;
- (b) College's failure to comply with Applicable Law, any Policy or the MasterCard Standards;
- (c) Any incorrect or inaccurate information delivered to Financial Payments by or on behalf of College, including Student Data Files and Student Information;
- (d) College's failure to perform or observe any of its covenants or agreements contained in this Agreement;
- (e) College's fraud, negligence or willful misconduct;
- (f) Any subpoena issued by any Governmental Authority for information relating to College;
- (g) The loss or theft of any Student Payment Plan product or funds relating to any Student Payment Plan while the Student Payment Plan product or funds are in the constructive possession of College;

- (h) The activities, acts or omissions of any third party to whom NPI is transferred or made available as described herein: or
- (i) any fraudulent or unauthorized use arising under a Student Payment Plan product, a Student Payment Plan, or the BIN number connected with a Student Payment Plan, any chargeback reversal, default, delinquency or other dispute related to a Transaction, Student Payment Plan, or College's gross negligence or willful misconduct.

11. MISCELLANEOUS.

11.1 Information. Insofar as the performance of Financial Payments of this Agreement requires data, documents, information, instructions, materials or services of any nature to be furnished in whole or in part by College, College agrees to promptly, accurately, and completely furnish all such data, documents, information, instructions or materials and to perform such services within such time or times and in such form or manner in accordance with applicable Network requirements or as is otherwise necessary to enable Financial Payments to perform in a timely manner. Financial Payments shall be entitled to rely upon information and instructions provided by College without verification or review.

11.2 Set-off. College hereby grants and authorizes Financial Payments to exercise a right of set-off against funds payable to College pursuant to this Agreement and other funds, including any depository accounts established pursuant to this Agreement.

11.3 Notices Received by the College. The College will deliver to Financial Payments immediately upon receipt copies of any notices or correspondence from any Network, any Governmental Authority or any third party relating to the Student Payment Plan product or College's performance of its obligations under this Agreement.

11.4 Entire Agreement. This Agreement, together with the attached Schedules, constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes all existing agreements and all other communications between the parties with respect thereto, whether oral or written.

11.5 Modification. Financial Payments may modify this Agreement as necessary to meet any requirements or rules of any Network; provided, however, that no such modification will affect the obligations of the parties arising prior to the modification. Financial Payments will provide all modifications of this Agreement in writing to the College. The College may not modify this Agreement without the prior written consent of Financial Payments.

11.6 Assignment. The College may not assign this Agreement or its rights or obligations thereunder without the prior written consent of Financial Payments. Financial Payments may assign this Agreement or its rights and obligations thereunder without prior notice to College and in its sole and absolute discretion.

11.7 Binding Effect. This Agreement and the rights and obligations created hereunder will be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns; and no other person will acquire or have any right under or by virtue of this Agreement. Nothing in this Agreement, expressed or implied, is intended or will be construed to confer upon or give any rights or remedies as a third party beneficiary, or otherwise, under or by reason of this Agreement to any person, company, or other entity.

11.8 Survival of Terms. Provisions of this Agreement that are intended to survive termination or expiration hereof to give effect to their intent or purpose shall survive the termination or expiration hereof.

11.9 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement will not be affected.

11.10 Force Majeure. Financial Payments will not be in default under the terms of this Agreement or liable for any loss or damage of any kind resulting from any delay or failure to perform its responsibilities under this Agreement due to the occurrence of a Force Majeure Event.

11.11 No Waiver. The failure of any party to this Agreement to enforce at any time any provision of this Agreement or to exercise any right provided in it will not in any way be construed to be a waiver of the provision or right and will not in any way affect the validity of this Agreement or limit, prevent, or impair the right of such party to subsequently enforce the provision or exercise the right. Any waiver must be in an instrument in writing signed by the authorized officer of the respective party. No waiver of any provision or of the same provision on any occasion will operate as a waiver on another occasion.

11.12 No Partnership. No party to this Agreement will be deemed the partner or co-venturer of another party by reason of this Agreement or by the use of the Student Payment Plan by the College or Student.

11.13 Notices. Except as otherwise expressly provided in this Agreement in any particular case, all notices, approvals, consents, requests, or other communications under this Agreement must be in writing and will, if addressed as provided in the following sentence, be deemed to have been given when (a) delivered by hand; or (b) mailed by first class registered or certified mail, return receipt requested, postage prepaid; or (c) sent by private overnight courier service; or (d) sent by telecopy, if immediately after a transmission, the sender's facsimile machine records in writing the correct answer back, and the transmission is promptly followed by hand, mail, or overnight courier service. Unless otherwise so notified by the respective party, all notices, approvals, consents, requests and other communications will be addressed to Financial Payments and College at their respective addresses set forth below:

If to Financial Payments: Financial Payments, LP
2201 Civic Circle
Amarillo, TX 79109
Facsimile No.: (806) 358-4196
Telephone No.: (806) 242-3740

If to College: Northwestern Oklahoma State University
709 Oklahoma Blvd.
Alva, OK 73717
Facsimile No: 580-327-8674
Telephone No: 580-327-8533


11.14 Governing Law; Venue. This Agreement will be governed by the laws of the State of Texas. Each of the parties irrevocably submit to the exclusive jurisdiction of any state or federal court located in Potter County, Texas with regards to any dispute arising from or in any way relating to this Agreement or the rights or obligations of the parties thereunder. This includes any action or proceeding to compel arbitration or to enforce an arbitration award. Each of the parties hereto (a) acknowledges that the forum stated in this Section 11.14 has a reasonable relation to this Agreement and to the relationship between the parties and that the submission to the forum will apply even if the forum chooses to apply non-forum law; (b) waives, to the extent permitted by law, any objection to personal jurisdiction or to the laying of venue of any action or proceeding covered by this Section 11.14 in the forum stated herein; (c) agrees not to commence any such action or

proceeding in any forum other than the forum stated in this Section 11.14; and (d) agrees that, to the extent permitted by law, a final and non-appealable judgment in any such action or proceeding in any such court will be conclusive and binding on the parties hereto.

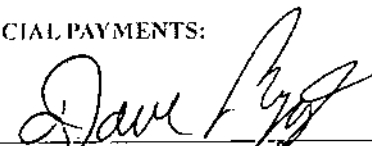
[Signature page follows.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first set forth above.

COLLEGE: Northwestern Oklahoma State University

By: 
Printed Name: David Pecha
Title: VP for Administration

FINANCIAL PAYMENTS:

By: 
Printed Name: Dave Riggs
Title: FVP

**SCHEDULE 3.2
FEES**

FEES CHARGED DIRECTLY TO AND PAYABLE BY STUDENTS.

Student Enrollment Fee	\$30.00
Charged to Students at time plan is established	
PAY NOW Credit / Debit Card payments	\$ 2.00
Internet Fee charged to Students for each Transaction.	
ACH Payments	\$1.00
Payment Plan Returned item Fee	\$30.00
Payment method change Fee	\$ 5.00
Full Payment	N/A

A credit card processing Fee of 3% for all credit card Transactions processed by Financial Payments will be charged to student.

FEES CHARGED TO COLLEGE.

Implementation Fee (One Time)	\$1,000.00
Annual Software Maintenance Fee	\$ 750.00