HEARTLAND PAYMENT SOLUTIONS, INC.
MASTER HOSTED PLATFORM AND SERVICES AGREEMENT

This Master Hosted Platform and Services Agreement (the "Agreement"), effective the 9 day of September 2014 (the "Effective Date"), is made by and between Heartland Payment Solutions, Inc. (of which Educational Computer Systems, Inc. is a wholly owned subsidiary), a Delaware corporation, with an office at 181 Montour Run Road, Coraopolis, PA 15108 ("HPS"), and William Jessup University, a higher education institute, with a principal place of business at 333 Sunset Blvd. Rocklin, CA 95765-3707 ("Customer"). HPS and Customer may individually be referred to herein as "Party" or collectively as "Parties".

1. DEFINITIONS

1.1 **Customer Data** means all information, files, content, figures, images, text, files or other data, including student personal identifiable information, provided to HPS by Customer or its Users for HPS's use in connection with the Services.

1.2 **HPS Data** means all HPS-created information, files, content, figures, images, text, files or other data provided by HPS to Customer in connection with Customer's or its Users' use of the Hosted Platform or Services.

1.3 **Hosted Platform** means HPS's proprietary loan servicing network and system.

1.4 **Personal Identifiable Information** means (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

1.5 **Services** means HPS's loan servicing and related fulfillment services, tuition payment plan services, refund disbursement services, tax document services, call center services which operate on the Hosted Platform and other services as may be defined in the Service Order Form. HPS will provide all or some of the Services to Customer upon execution of a Service Order Form for each Service.

1.6 **Service Order Form** means each HPS ordering document signed by duly authorized representatives of both Parties which identifies the specific Services ordered by Customer from HPS, sets forth the prices for such Services and contains additional applicable terms and conditions for the specific Services covered by the Service Order Form. Upon execution, each Service Order Form shall become an addendum to this Agreement and shall be incorporated hereto as if set forth expressly herein.

1.7 **User** means any Customer employee, consultant, borrower, student or former student who Customer authorizes to access the Hosted Platform. Users authorized by Customer to access the Hosted Platform shall receive passwords either directly from Customer or through HPS.

1.8 **Terms of Use** means the terms and conditions governing Customer's and Customer's Users' use of the Hosted Platform, found at http://www.ecsi.net/contract/web_tou.pdf. The Terms of Use are incorporated into this Agreement as if expressly set forth herein.

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

2. SERVICES

2.1 **Services.** HPS shall provide Customer with the Services specified on each Service Order Form. Customer acknowledges that the Hosted Platform and the Services are provided in accordance with, and are subject

to, the terms and conditions set forth in this Agreement, the applicable Service Order Form, and the Terms of Use. The terms of this Agreement shall control in the event of any conflict between the terms and conditions set forth in any Service Order Form or the Terms of Use, unless the conflicting document expressly provides that the terms contained therein supersede the specific provisions of this Agreement.

2.2 **Implementation.** HPS will appoint an implementation point of contact to assist with onboarding the Customer onto the Hosted Platform for the provision of Services. During the initial implementation, HPS will notify Customer that the Services and Hosted Platform are ready for testing in live production mode. Customer shall promptly conduct its user acceptance testing and notify HPS of its results, including any required changes, which HPS shall promptly remediate. The Hosted Platform and Services shall be deemed to be accepted by Customer for HPS upon the earlier to occur of (1) the date Customer executes HPS's Acceptance Form" (which acceptance shall not be unreasonably delayed) or (2) 60 calendar days from the date of HPS's notice that the Services are ready for testing. Nothing in this section shall be construed to change the Term of this Agreement or any Service Order Form. Customer acknowledges and agrees that customization of Customer's systems may be required in order to implement the Hosted Platform. Any customization services shall be negotiated in a Professional Services Agreement, as provided under Section 10.2.

2.3 **Customer Support.** HPS will provide Customer with Customer Support. For purposes of this Agreement, "Customer Support" shall mean assistance provided directly to Customer to resolve any errors or issues with the Hosted Platform. Technical Support services are provided between 7:30 AM to 8:00 PM EST, Monday – Friday (excluding HPS holidays) by telephone at (800) 437-6931 and/or by email at clientsupport@ecsi.net. Customer shall appoint an internal point of contact for communicating with HPS for Customer Support.

2.4 **Input.** Customer shall be solely responsible for the input, transmission, or delivery to and from HPS and the Hosted Platform of all information and data required by HPS to perform the Services unless Customer has retained HPS to handle such responsibilities, as specifically set forth in any Service Order Form. The information and data shall be provided in a format and manner approved by HPS, subject to reasonable and customary standards. Customer shall be responsible for the authenticity and accuracy of all information and data submitted to HPS.

2.5 **Customer Review; Error Correction.** Customer shall review all reports and files furnished by HPS for accuracy, and shall cooperate with HPS to reconcile any out of balance conditions or discrepancies. As applicable, Customer shall be responsible for balancing its accounts each month and immediately notifying HPS of any errors after Customer's receipt of the work containing the error. If Customer so notifies HPS and if the error was caused by HPS personnel, systems, or equipment, then HPS shall correct such error or provide for another mutually agreeable resolution at no additional charge to Customer. If Customer so notifies HPS and if the error was not caused by HPS personnel, systems, or equipment, then HPS will use commercially reasonable efforts to correct the errors, but work reprocessed and Services performed due to errors caused by Customer or systems or third parties over which Customer has control shall be billed to Customer at HPS's then current Professional Services rates.

2.6 **Subcontracting.** To the extent HPS subcontracts a portion of the Services to a subcontractor, HPS shall ensure that such subcontractor complies with the terms and conditions of this Agreement and shall be responsible for the performance of any such subcontractor.

3. FEES; PAYMENT TERMS

3.1 **Fees.** Customer agrees to pay HPS for Services it provides to Customer and its Users, as well as any expenses HPS incurs, as agreed to in the Service Order Form(s). Unless otherwise set forth on the

applicable Service Order Form, Customer's payment to HPS for the Services shall be due within thirty (30) days of the date of HPS's invoice to Customer for the Services. Customer agrees to pay a late charge of one and half percent (1 1/2%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts not paid when due. In addition to any fee increase terms contained in each Service Order Form, HPS reserves the right, upon no less than ninety (90) days' prior written notice to Customer, to increase the fees and expenses set forth on each Service Order Form; provided, however, that such increase shall not occur more than once per annum and such fees shall not be increased by more than five percent (5%) over the prior year's fees.

3.2 **Taxes.** Customer shall be solely and exclusively responsible for the payment of required federal, state and local taxes arising from or relating to the Services, except for taxes related to the net income of HPS and any taxes or obligations imposed upon HPS under federal, state and local wage laws.

3.3 **Set-Off and HPS Security Interest.** In the event of any failure by Customer to make payment to HPS as required under this Agreement HPS shall have all rights and remedies available at law or in equity. Without limiting the generality of the foregoing, Customer grants to HPS a contractual security interest in, and acknowledges that HPS shall have a contractual and statutory right of setoff against, any of Customer's funds held by HPS, or that come into the possession of HPS through this Agreement. In the event Customer funds held by HPS do not cover amounts owed to HPS, Customer expressly authorizes HPS to debit Customer's bank account for amounts Customer owes HPS.

3.4 **Other HPS Remedies.** In the event Customer is more than thirty (30) days late on any payment due hereunder, HPS reserves the right, in its sole and absolute discretion, to suspend providing the Services and Customer agrees that HPS may suspend Customer's access to the Hosted Platform or Services for such non-payment, without having to terminate this Agreement or a Service Order Form. Upon such suspension, Customer shall still be liable for all payments that have accrued prior to the date of suspension and that will accrue throughout the remainder of the term, as if the Agreement or Service Order Form had been terminated pursuant to Section 4.2. HPS will not be obligated to restore access to the Services until Customer has paid all fees owed to HPS.

4. TERM

4.1 **Term.** This Agreement will commence on the Effective Date and will continue in effect until otherwise terminated in accordance with Section 4.2 below.

4.2 **Termination.** In the event of a material breach of this Agreement or of the terms of a Service Order Form that is not cured within 30 days after receipt of written notice by the non-breaching Party, the non-breaching Party may immediately terminate this Agreement or the Service Order Form forming the contractual basis for the breach. Termination of a Service Order Form shall not be deemed a termination of this Agreement unless there is only one Service Order Form in effect at the time of termination of that Service Order Form. Termination of this Agreement shall, however, terminate all outstanding Service Order Forms. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Service Order Form, including, but not limited to, the rights and obligations contained Sections 3.3, 4.3, 5, 6, 7, 8, 9, and 10.

4.3 **Effect of Termination.** Upon any termination or expiration of this Agreement or any applicable Service Order Form HPS shall no longer provide the applicable Services to Customer and Customer shall cease and cause its Users to cease using the Services. Upon HPS's termination of this Agreement or any applicable Service Order Form due to Customer's uncured breach, and in addition to any and all other remedies HPS may have for such breach at law or in equity: (i) Customer shall pay all fees and expenses

that accrued prior to the termination date and; (ii) as liquidated damages and not as a penalty, Customer shall immediately pay HPS for all fees and expenses that would have accrued through the end of the term of the terminated Service Order Form(s) had it not been so terminated.

5. DATA OWNERSHIP; USE OF DATA

5.1 Customer Data. Customer retains ownership of all right, title and interest in and to all Customer Data and all reports generated by Customer's use of the Hosted Platform or Services. During the term of this Agreement, Customer hereby grants to HPS a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 10.12), royalty-free right to use, display, modify, transmit, and distribute the Customer Data solely in connection with providing the Services to Customer.

5.2 HPS Data. HPS retains ownership of all right, title and interest in and to all HPS Data. During the term of this Agreement, HPS grants to Customer a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 10.12), royalty-free right to use, display, transmit, and distribute the HPS Data solely in connection with Customer's permitted use of the Hosted Platform or Services.

5.3 Work Product. Customer will have a non-exclusive, non-transferable license to use any Work Product developed by HPS in the performance of the Services and delivered to Customer, upon Customer's payment in full of all amounts due hereunder, solely for Customer's internal use. HPS retains ownership of all information, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement and all Work Product compiled or developed by HPS in the performance of this Agreement. HPS may utilize any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by it while providing the Services and may incorporate the Work Product in future releases of any of its products or services.

5.4 Customer Obligations.

5.4.1. Neither Customer nor its Users shall use the Services or access the Hosted Platform to:

i. send, upload or otherwise transmit any Customer Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

ii. harm minors in any way;

iii. impersonate any other person or entity;

iv. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Customer Data transmitted through the Services;

v. upload, download, use, transmit, display or distribute any data that Customer does not have a right to use or transmit under any law or under contractual relationships;

vi. upload, download, use, transmit, display or distribute any Customer Data that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person;

vii. upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

viii. interfere with or disrupt the Hosted Platform, the Services or networks connected to the Services;

5.4.2. Neither Customer nor its Users shall:

i.   provide HPS with inaccurate accounts for the Services, including misinformation regarding whether any such accounts have been discharged in bankruptcy prior to transmission to HPS;

ii.   violate any applicable law or regulation, including, but not limited to, regulations promulgated by the Federal Communications Commission, Federal Trade Commission and the U.S. Securities and Exchange Commission and any rules of any securities exchange, and laws regarding the export of technical data; or

iii.   access or disclose Personal Identifiable Information or educational records (as that phrase is defined by the Family Educational Rights and Privacy Act of 1974) about a User, without legal authority to access or make such disclosure.

5.4.3.   When HPS provides billing services for Customer, Customer shall promptly notify HPS of all bankruptcy petitions filed by its current or former students to the extent that HPS performs Services on accounts held by those current or former students.

5.4.4.   HPS, at its own discretion, may immediately disable Customer's access to the Services or remove all or a portion of the Customer Data, without refund, if HPS believes in its sole discretion that Customer or any of its Users have violated any of the provisions set forth in this 5.4.

6.   CONFIDENTIALITY

6.1 **Confidential Information.** "Confidential Information" means all information provided to a Party (the "Receiving Party") by the other Party (the "Disclosing Party") that is designated in writing as proprietary or confidential or which a reasonable person familiar with the Disclosing Party's business and the industry in which it operates ought to know is of a confidential or proprietary nature. Confidential Information includes, but is not limited to, the terms and pricing of this Agreement, any internal processes, and all personal information of any Users, including, but not limited to, names, addresses, telephone numbers, email addresses, account numbers, personal data, and demographic, financial, and transaction information.

6.2 **Non-Disclosure of Confidential Information.** During the term of this Agreement and for a period of three (3) years following termination or expiration of this Agreement, and except as otherwise set forth in Sections 6.3 and 6.4, the Receiving Party shall only use the Disclosing Party's Confidential Information for the purpose for which it was disclosed and shall not disclose such Confidential Information to any third party, except as required to perform under this Agreement or Service Order Form. The Receiving Party shall protect the Disclosing Party's Confidential Information in the same manner it protects its own confidential information, but in no event shall it protect the Disclosing Party's Confidential Information with less than commercially reasonable care. The Receiving Party shall only provide Confidential Information of the Disclosing Party to those of the Disclosing Party's employees, agents or business partners who have a need to know such Confidential Information in the course of the performance of their job duties and who are bound by a contractual duty of confidentiality no less protective than the Receiving Party's duties of confidentiality hereunder.

6.3 **Exclusions.** Notwithstanding the foregoing, Confidential Information will not include information that (i) was previously known free of any obligation to keep it confidential as evidenced by competent proof thereof; (ii) is or becomes publicly available, by other than unauthorized disclosure; (iii) is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement; (iv) is approved for release by prior written approval of the Disclosing Party; or (v) is otherwise required by law, legal process or government regulation, provided that it gives the Disclosing Party reasonable prior written notice to permit the Disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

6.4 **Return and Retention of Confidential Information.** Upon termination of this Agreement, Customer shall promptly return or destroy all Confidential Information of HPS in its possession. Upon termination of this Agreement, HPS shall retain all Customer Data and other documents relative to this Agreement for the current fiscal year, plus seven (7) years after final payment for purposes of governmental audit.

6.5 **No Adequate Remedy at Law.** The Parties acknowledge and agree that due to the unique nature of the Confidential Information, that may be no adequate remedy at law for any breach of the obligations of confidentiality in this Section 6. The Parties further acknowledge that any such breach may result in irreparable harm, and therefore, that upon any such breach or any threat thereof, a Party shall be entitled to seek appropriate equitable relief, including but not limited to injunction, in addition to whatever remedies it may have at law. In the event a Party should seek an injunction or other equitable relief, the other Party hereby waives any requirement for the submission of proof of the economic value of any Confidential Information or the posting of a bond or any other security.

7. LIMITED WARRANTY

7.1 **Warranty and Remedy.** HPS warrants that the Services will be performed by in a timely and professional manner. HPS further warrants that the Services will be performed in all material respects to the functions described in Service Order Form and, if notified by Customer within fifteen (15) days of the performance of the Services that the Services are not functioning as intended, HPS will use its best efforts to make the Services function as intended at no additional cost to Customer. HPS does not warrant that it will be able to correct defects in the Services reported by Customer. HPS makes no warranty regarding features or services provided by third parties. The remedies set out in this subsection shall only apply if the applicable Services have been utilized by Customer in accordance with the Service Order Form(s), the Terms of Use, this Agreement and applicable law.

7.2 **NO OTHER WARRANTY.** HPS DOES NOT REPRESENT THAT THE LOAN PROCESSING SERVICES OR USE OF THE HOSTED PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR WILL MEET CUSTOMER'S OR ANY USER'S REQUIREMENTS. HPS DOES NOT REPRESENT THAT THE OVERALL SYSTEM THAT MAKES THE HOSTED PLATFORM OR THE LOAN PROCESSING SERVICES AVAILABLE (INCLUDING, BUT NOT LIMITED TO, THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 7.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES OFFERED BY HPS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE HOSTED PLATFORM AND LOAN PROCESSING SERVICES ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

8. ~~INDEMNIFICATION~~ HOLD HARMLESS

8.1 **HPS Indemnification.** Subject to Section 8.3 below, HPS will ~~indemnify,~~ defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer alleging that the use of the Services as permitted hereunder infringes any United States copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (i) use of the Services in violation of this Agreement or applicable law, (ii) use of the Services after HPS notifies Customer to discontinue use because of an infringement

claim, (iii) any claim relating to any third party Content or Customer Data or (iv) modifications to the Services made other than by HPS. If the Services are held to infringe, HPS will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; (b) to replace the Services with non-infringing Services; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Service Order Form and refund to the Customer any prepaid unused fees paid to HPS for the infringing Services. The rights and remedies granted Customer under this Section 8.1 state HPS's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

8.2 **Customer ~~Indemnification~~ [HOLD HARMLESS].** Subject to Section 8.3 below, Customer shall ~~indemnify,~~ defend, and hold HPS harmless from and against any and all Losses resulting from a claim, suit, action, or proceeding brought by any third party against HPS that arises out of or results from a claim by a third-party (i) alleging that the Customer Data, or any use thereof, infringes the intellectual property rights or proprietary rights of others, or has caused harm to a third party, (ii) arising out of Customer's or any User's breach of Section 5.4 above or violation of any applicable law; (iii) arising out of or relating to the unauthorized use of any User login or User password, or unauthorized access to a User's account or account information, including, but not limited to, any violations of privacy laws, regulations and guidelines; or (iv) arising out of or relating to HPS's provision of access of Personal Identifiable Information or educational records (as that phrase is defined by the Family Educational Rights and Privacy Act of 1974) to any third party, including to collection agencies, at Customer's request.

8.3 **~~Indemnification~~ [HOLD HARMLESS] Procedure.** The ~~indemnified~~ party [held harmless] shall (i) promptly notify the ~~indemnifying~~ [other] party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the ~~indemnifying~~ [other] party's obligation except to the extent it is prejudiced thereby, and (ii) allow the ~~indemnifying~~ [other] party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. The ~~indemnified~~ [held harmless] party shall also provide the ~~indemnifying~~ [other] party with reasonable cooperation and assistance in defending such claim (at the ~~indemnifying~~ [other] party's cost).

9. LIMITATION OF LIABILITY.

9.1 **Consequential Damage Waiver.** Except as may arise out of Customer's breach of Section 5.4 or either Party's breach of Section 6, neither Party will be liable to the other Party or any third party for loss of profits, or special, indirect, incidental, consequential or exemplary damages, including lost profits and costs, in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages.

9.2 **Limitation of Liability.** EXCEPT AS MAY ARISE SOLELY AND EXCLUSIVELY OUT OF HPS'S BREACH OF SECTION 6, THE TOTAL CUMULATIVE LIABILITY OF HPS TO CUSTOMER FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ("LOSS") ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO HPS FOR THE SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE LOSS. THE PROVISIONS OF THIS SECTION ALLOCATE RISKS BETWEEN THE PARTIES AND THE PRICING OFFERED TO CUSTOMER FOR THE SERVICES REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

10. GENERAL PROVISIONS

10.1 **Piggyback Provision.** Customer may permit other state institutions to contract with HPS under the

same terms and conditions as this Agreement, provided that each such institution seeking to exercise this right shall separately agree in writing to the terms and conditions of this Agreement.

10.2 **Additional Professional Services.** At Customer's request, HPS will provide resources to perform services such as software development and testing for customization, modifications, additional training, custom reports and other custom developed services related to the Services. Such Professional Services will be provided pursuant to an agreement for Professional Services. As of the Effective Date, HPS's rate for Professional Services is $150.00 per hour, plus reasonable travel and living expenses, if any. HPS shall not be obligated to begin work on a PSA unless signed by Customer or to incur travel and living expenses unless Customer agrees to pay for them in writing.

10.3 **Migration Assistance.** Upon request of Customer, HPS may assist Customer in migrating from HPS, as set forth in any applicable Service Order Form.

10.4 **Recruitment of Employees.** Neither Party shall, without the other Party's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee (as defined herein) while such person is employed by such other Party and for the 12-month period starting on the earlier of: (i) termination of such Restricted Employee's employment with such other Party, or (ii) termination or expiration of this Agreement. "Restricted Employee" means any current employee of such other Party and, in addition with respect to HPS, any former employee of HPS who was involved in providing the Services to Customer.

10.5 **Governing Law.** This Agreement shall be construed and governed by the laws of the State of New Jersey without regard to legal principles related to conflict of laws.

10.6 **Jurisdiction & Venue.** Any suit, action or proceeding (collectively "action") arising out of or relating to this Agreement shall be brought only in the Superior Court of the State of New Jersey in the County of Mercer, New Jersey, or the United States District Court for the district of New Jersey and Customer hereby agrees and consents to the personal and exclusive jurisdiction of said courts over it as to all such actions, and Customer further waives any claim that such action is brought in an improper or inconvenient forum. In any such action, the Parties waive trial by jury.

10.7 **Entire Agreement.** This Agreement along with the Service Order Form(s), and Terms of Use constitute the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral.

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

10.9 **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

10.10 **No Waiver of Rights.** Any failure of HPS to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.

10.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. A facsimile or scanned version of an original signature transmitted to the other Party is effective as if the original was sent to the other Party.

10.12 **Assignment.** This Agreement shall be binding upon and for the benefit of HPS, Customer and their permitted successors and assigns. Either Party may assign this Agreement and all Service Order Form(s) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Except for HPS's use of subcontractors, neither Party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void.

10.13 **Relationship of the Parties.** HPS and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

10.14 **Publicity.** Customer agrees that HPS may use Customer's name and may disclose that Customer is a customer of the HPS Services in HPS advertising, press, promotion and similar public disclosures, including, but not limited to, at trade shows and similar events. In addition to the foregoing, Customer hereby grants HPS a non-exclusive license during the term of this Agreement to list Customer's name and display Customer's logo in the customer section of HPS's website, in its customer lists, and as necessary to white-label any HPS Services as requested by Customer.

10.15 **Section Headings; Interpretation.** All section headings contained herein are for descriptive purposes only, and the language of such section shall control. All references to the plural herein shall also mean the singular and the singular shall also mean the plural unless the context otherwise requires.

10.16 **Force Majeure.** Other than with respect to any payment or confidentiality obligation, neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including, but not limited to, work stoppages, fires, civil disobedience, earthquakes, floods, acts of God and similar occurrences. If a force majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and its expected duration and use its best efforts to mitigate its effects and perform hereunder.

10.17 **Higher Education Act.** HPS and Customer agree to comply with the applicable statutory provisions of or applicable to Title IV of the Higher Education Act as set forth in 34 CFR 668.25, including those set forth expressly in Addendum A hereto.

10.18 **Non-Discrimination.** In its performance of this Agreement, HPS warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, marital status or national origin.

10.19 **Notices.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date whether or not actually received, if sent by

U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the Party set forth in the first sentence of this Agreement . Either Party may change its address by giving written notice of such change to the other Party.

10.20 **Non-Solicitation.** Each Party acknowledges that the other Party's employees are valuable business assets, and each Party agrees that during the Term of this Agreement and for a period of twelve months after termination, it shall not (for itself or for any third party) solicit any employee of such Party (each, a "Protected Individual") to terminate his or her employment with the other Party. Notwithstanding the foregoing, the provisions of this paragraph shall not restrict or preclude a Party from making generalized searches for employees by the use of advertisements in the media or by engaging search firms to engage in searches that are not targeted or focused on the Protected Individuals, or from employing any Protected Individual whose employment was terminated by a Party, or voluntarily terminated by such employee at least six month prior to the hiring of such Protected Individual.

10.21 **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.

IN WITNESS WHEREOF, HPS and Customer have caused this Master Hosted Platform and Services Agreement to be signed and delivered by their duly authorized representatives to be effective as of the Effective Date.

Customer: William Jessup University

By

Name : John Jackson

Title : President

Heartland Payment Solutions, Inc.

By : _____ 10-29-14

Name : Gary T. Jenkins

Title : Director of Finance + Banking

Terms of Use for the HPS Hosted Platform
Last Updated May 1, 2013

These Terms of Use ("Terms of Use") establish the terms and conditions under which Heartland Payment Solutions, Inc. ("HPS") (of which Educational Computer Systems, Inc. is a wholly owned subsidiary) will provide access to the Hosted Platform (as defined below) to those customers (each a "Customer") who have executed the Heartland Payment Solutions, Inc. Master Hosted Platform and Services Agreement (the "Agreement"). These Terms of Use are incorporated by reference into the Agreement and are made an integral part thereof. Provision of the Hosted Platform shall constitute one of the Services provided by HPS under the Agreement. With respect to Customer's access or use of Hosted Platform and Customer's access to the Hosted Platform, any conflict between the terms and conditions set forth in these Terms of Use and the Agreement shall be controlled by the terms and conditions set forth in these Terms of Use. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement. HPS reserves the right to amend these Terms of Use by posting a revised set of Terms of Use on this site. These Terms of Use were last revised on the date set forth above. If Customer uses the Hosted Platform after an amended Terms of Use has been posted, Customer will be deemed to have agreed to such amended Terms of Use. Customer should periodically visit this page to view the most recent Terms of Use.

1. **Hosted Platform.** Subject to the terms and conditions of these Terms of Use and the Agreement, HPS or its subcontractors will provide Customer with access to its proprietary loan servicing network and system (the "Hosted Platform"). DSL, cable or another high speed Internet connection is required for Customer to properly access the Hosted Platform. Customer and its Users are responsible for procuring and maintaining the network connections that connect the Customer network or User to the Hosted Platform, including, but not limited to, "browser" software that supports protocol used by HPS, including Secure Socket Layer protocol or other protocols accepted by HPS, and for following logon procedures for services that support such protocols. HPS assumes no responsibility for the reliability or performance of any connections as described in this Section. Customer shall not attempt to access any other of HPS's systems, programs or data that are not made available for public use in connection with the Hosted Platform.

2. **HPS Technology and Hosted Materials.** "HPS Technology" means all of HPS's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer or its Users by HPS in providing the Hosted Platform. "Hosted Materials" means the documentation and all other information developed or provided by HPS or its suppliers under the Agreement to Customer or its Users or made available by HPS to Customer or its Users in the course of using the Hosted Platform.

3. **Provision of HPS Technology and Hosted Materials.** As part of its provision of the Services to Customer, HPS shall operate and support the Hosted Platform and hosted environment, including, without limitation, the HPS Technology, all applicable server hardware, disk storage, server operating systems, management programs, web server programs, and Hosted Materials.

4. **Downtime.** Subject to these Terms of Use and the Agreement, HPS shall use commercially reasonable efforts to provide the Hosted Platform twenty-four (24) hours a day, seven (7) days a week throughout the term of the applicable Service Order Form for the Services. Customer agrees that from time to time the Hosted Platform may be inaccessible or inoperable for various reasons, including (i) equipment

malfunctions; (ii) periodic maintenance procedures or repairs which HPS may undertake from time to time; or (iii) causes beyond the control of HPS or which are not reasonably foreseeable by HPS, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime"). HPS shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Customer in the event of any scheduled Downtime. HPS shall have no obligation during performance of such operations to mirror Customer Data on any other server or to transfer Customer Data to any other server. HPS shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Hosted Platform in connection with Downtime, whether scheduled or not.

5. **License Grant/Restrictions.** Customer and its Users shall have a non-exclusive license to access the Hosted Platform solely for use of the Services. Customer at its Users are solely responsible for all activities conducted under Customer's User logins and passwords and for its Users' compliance with this Agreement and all applicable laws. Unauthorized use, resale or commercial exploitation of the Hosted Platform in any way is expressly prohibited. Without HPS's express prior written consent in each instance, Customer shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Hosted Materials, including the HPS Technology, or access the Hosted Platform in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Hosted Platform. Except as expressly permitted in this Agreement, Customer shall not copy, license, sell, transfer, make available, lease, time-share, distribute, or assign this license, the Hosted Platform or the Hosted Materials to any third-party. Customer shall not use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Hosted Platform. Customer also agrees to be bound by any further restrictions set forth on the Service Order Form. All rights not expressly granted to Customer are reserved by HPS and its licensors. There are no implied rights. In addition to HPS's other remedies hereunder, HPS reserves the right upon notice to Customer to terminate any User's right to access the Hosted Platform if such User has violated any of the restrictions contained in these Terms of Use or the Agreement.

6. **Ownership.** Customer acknowledges and agrees that (i) as between HPS and Customer, all right, title and interest in and to the Hosted Platform, the Hosted Materials, including the HPS Technology and all derivatives thereof (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) are and shall remain HPS's or its licensors', and HPS in no way conveys any right or interest in the Hosted Materials, the HPS Technology or the Hosted Platform other than a limited license to use them in accordance herewith, and (ii) the Hosted Materials, the HPS Technology and the Hosted Platform are works protected by copyright, trade secret, and other proprietary rights and laws. The HPS name, the HPS logo, the ECSI name, ECSI logo, and the product names associated with the Hosted Platform are trademarks of HPS or third parties, and no right or license is granted to use them. Customer shall not remove any HPS or ECSI trademark or logo from the Hosted Platform (without HPS's consent and only upon the payment of additional fees to HPS).

7. HPS's privacy policy, found at http://www.heartlandpaymentsystems.com/Privacy-Policy, explains how HPS collects and uses (i) Customer Data submitted by Customer or Customer's employees or agents; or (2) about Customer or Customer's employees or agents through technological means. Access or use of the Hosted Platform is subject to the HPS's privacy policy.

8. **Handling of Customer Data Upon Termination.** Customer agrees that following termination of the Agreement or the Service Order Form(s), HPS may immediately deactivate Customer's and its Users' access to the Hosted Platform and that following a reasonable period of not less than thirty (30) days shall be entitled to delete Customer's account from HPS's "live" site. HPS agrees to retain Customer Data and other documents relative to this Agreement for the current fiscal year, plus seven (7) years after final payment. Customer, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period, during normal working hours upon reasonable advance written notice to HPS.

9. **Federal Government End User Provisions.** If Customer is the U.S. Federal Government, HPS provides the Hosted Platform, including related Hosted Materials and HPS Technology, in accordance with the following: Government technical data and software rights related to the Hosted Platform include only those rights customarily provided to the public as defined in these Terms of Use and the Agreement. This customary license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with HPS to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

10. **Users: Passwords, Access and Notification.** Customer shall authorize access to and assign unique passwords to the number of Users purchased by Customer on the Service Order Form(s). User logins are for designated Users and cannot be shared or used by more than one User. Customer shall notify HPS promptly in the event that a User login must be deactivated (i.e., upon separation of the assigned employee from the Customer). Customer shall also contact HPS for the assignment of a unique login to any new User. Customer will be responsible for the confidentiality and use of User passwords. Customer will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Hosted Platform or under Customer's account. Customer agrees to immediately notify HPS if Customer becomes aware of any loss or theft or unauthorized use of any Customer or User passwords.

11. **Transmission of Data.** Customer understands that the technical processing and transmission of Customer's electronic communications is fundamentally necessary to Customer's use of the Hosted Platform. Customer expressly consents to HPS's interception and storage of electronic communications and/or Customer Data, and Customer acknowledges and understands that Customer's electronic communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by HPS. Customer acknowledges and understands that changes to Customer's electronic communications may occur (including but not limited to encryption and compression) in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Customer agrees that HPS is not responsible for any electronic communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks including, but not

limited to, the Internet and Customer's local network. Customer acknowledges and agrees that all email messages sent through use of the Hosted Platform may not be received by their intended recipients.

12. **Modifications to Hosted Platform.** HPS may make modifications to the Hosted Platform or particular components of the Hosted Platform from time to time provided that such modifications do not materially degrade any functionality or features of the Hosted Platform and HPS will use commercially reasonable efforts to notify Customer of any material modifications.

13. **Suspension for Ongoing Harm.** Customer agrees that, upon reasonably contemporaneous notice (which may be made by email or telephone), HPS may suspend Customer's access to the Hosted Platform if HPS reasonably concludes that the Hosted Platform is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of the Hosted Platform is causing immediate, material and ongoing harm to HPS or others. In the extraordinary event that HPS suspends Customer's access to the Hosted Platform, HPS will use commercially reasonable efforts to limit the suspension to the offending portion of the Hosted Platform and resolve the issues causing the suspension of Hosted Platform. Customer agrees that HPS shall not be liable to Customer, Customer's Users, or to any third party for any suspension of access to the Hosted Platform under such circumstances as described in this Section 13.

ADDENDUM A

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

(A) Comply with all statutory provisions of or applicable to Title IV of the Higher Education Act, all regulatory provisions prescribed under that statutory authority, all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes Title IV of the Higher Education Act;

(B) Refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is a reasonable cause to believe that the University might have engaged in fraud or other criminal misconduct in connection with University administration of any Title IV, Higher Education Act program or applicant for Title IV, Higher Education Act program assistance might have engaged in fraud or other criminal misconduct in connection with his application. Examples of other types of information that must be referred are: (a) false claims by the University for Title IV, Higher Education Act program assistance; (b) false claims of independent student status; (c) false claims of citizenship; (d) use of false identity; (e) forgery of signatures or certification; and (f) false statements of income;

(C) Be jointly and severally liable with Customer to the Secretary of the Department of Education for any violation by HPS of any statutory provision of or applicable Title IV of the Higher Education Act, any regulatory provision prescribed under the statutory authority, and any applicable special arrangements, agreement or limitation entered into under the authority of statutes applicable to the Title IV of the Higher Education Act; and

(D) If HPS or Customer terminates the contract, or if HPS stops providing services for the administration of a Title IV, Higher Education Act program, goes out of business, or files a petition under the bankruptcy code, return to Customer all records in HPS's possession pertaining to Customer's participation in the program or programs for which services are no longer provided; and funds, including Title IV, Higher Education Act program funds, received from or on behalf of Customer or Customer's students, for the purpose of the program or programs for which services are no longer provided.

Pursuant to Federal Regulation 34 CFR, Part 668.25, if Customer participates in a Title IV Higher Education Act program, Customer agrees to notify the Secretary of the Department of Education within 10 days of the date that:

(A) Customer enters into a new contract or significantly modifies an existing contract with HPS to administer any aspect of that program;

(B) Customer or HPS terminates all or any portion of the agreement to administer any portion of that program; or

(C) if HPS stops providing services for the administration of that program, goes out of business, or files a petition under the Bankruptcy Code. Customer's notification must include the name and address of HPS.

If Customer contracts with HPS to administer any aspect of Customer's participation in a Title IV Higher Education Act program, it shall provide to the Secretary of the Department of Education, upon request, a copy of the agreement for the administration of that program, including any modifications, and provide information pertaining to the contract or to HPS's administration of Customer's participation in any Title IV, HEA program.

Service Order Form Number: 1

THIS SERVICE ORDER FORM NUMBER 1 is made as an addendum to the Heartland Payment Solutions, Inc. Master Hosted Platform and Services Agreement, dated September 30, 2014, by and between Heartland Payment Solutions, Inc., (of which Educational Computer Systems, Inc. is a wholly owned subsidiary), a Delaware corporation, with an office at 181 Montour Run Road, Coraopolis, PA 15108 ("HPS"), and William Jessup University, a higher education institute, with a principal place of business at 333 Sunset Blvd. Rocklin, CA 95765-3707 ("Customer"). HPS and Customer may individually be referred to herein as "Party" or collectively as "Parties".

1. Services. HPS shall render the following Services to Customer:

   Student Refund Disbursement Processing per the proposal dated September 2014, attached hereto as Exhibit A, and the ACH Agreement, attached hereto as Exhibit B, the terms of which are incorporated into this Service Order Form as if set forth expressly herein.

2. Fees. As set forth in Exhibit A.

3. Term. The term of Services under this Service Order Form, shall be for an initial period of three (3) years ("Initial Period"), and thereafter shall automatically renew for additional terms of three (3) years ("Renewal Period") unless one Party provides the other Party notice of non-renewal given at least one hundred twenty (120) days prior to expiration of the then-current term. Customer shall pay HPS fees for all Services performed up through the date of termination.

4. Implementation. After the execution of this Service Order Form, the parties will meet and confer about the implementation of the Services, and will thereafter agree in writing to an implementation date by which the services will be implemented. In some instances, Customer may require customization to implement the Services. If customization is required, the parties will execute a Professional Services Agreement outlining the details of the customization and the expense associated with the customization. If Customer does not begin implementation within ninety (90) days of the Effective Date, or implement the Services by more than thirty (30) days after agreed-upon implementation date, and such failure is not due to HPS, Customer agrees to pay Heartland's estimated monthly revenue of $50.00 for each month thereafter that it is not implemented.

IN WITNESS WHEREOF, HPS and Customer have caused this Service Order Form to be signed and delivered by their duly authorized representatives to be effective as of the Service Order Form Effective Date.

Customer: William Jessup University

By: _____

Printed Name: John Jackson

Title: President

Heartland Payment Solutions, Inc.

By: _____ 10-29-14

Printed Name: Gary T. Jenkins

Title: Director of Finance + Banking

Exhibit A:

Product Description	Bill Per	Investment
Direct Deposit (ACH)	ACH Issued	$ 1.95
Paper Check	Check Issued	$ 2.95
Direct Deposit Void Request (if ACH is not reissued)	Void Request	$ 4.00
Paper Check Void Request (if Check is not reissued)	Void Request	$ 7.00
Annual Minimum**		$1,000