

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is entered into as of the last date of signature of the Parties below (the “Effective Date”), by and between Solano Community College District, located at 4000 Suisun Valley Road, Fairfield, CA 94534 (“Solano or Client”) and TouchNet Information Systems, Inc., 9801 Renner Road, Suite 150, Lenexa, KS 66219 (“TouchNet”).

WHEREAS TouchNet and South Orange Community College District (“South Orange”) are party to that certain Master Services Agreement, effective as of July 24, 2024 (the “Original Agreement”), a copy of which has been furnished to Client, pursuant to which TouchNet provides certain software and services to South Orange (the “TouchNet Services”);

WHEREAS pursuant to the terms of the Original Agreement, TouchNet and South Orange agreed that other state institutions could contract with TouchNet under the same terms and conditions as the Original Agreement;

WHEREAS Client is a state institution in California;

WHEREAS Client wishes to purchase the TouchNet Services for its own use;

WHEREAS TouchNet wishes to provide the TouchNet Services to Client in accordance with the Original Agreement, subject to the terms and conditions set forth in this Agreement.

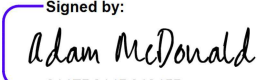
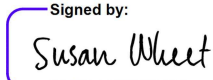
NOW, THEREFORE, for good and valuable consideration, the Parties hereto acknowledge and agree as follows:

1. Any capitalized term used in this Agreement but not defined herein shall have the meaning ascribed such term in the Original Agreement, except that “Client” in the Original Agreement will mean “Solano Community College District” for purposes of this Agreement.
2. Client agrees to be bound by the terms and conditions (including financial liability terms, and all applicable laws, rules and regulations) contained in the Original Agreement (excluding product and pricing) as if an original signatory thereto, related to the TouchNet Services provided to Client via the authority of the Original Agreement, and the TouchNet Order Form executed contemporaneously herewith. Client has been provided with a copy of the Original Agreement.
3. Client agrees that the Original Agreement shall remain in full force and effect during the Term of this Agreement, which shall commence on the date of last execution of the Parties hereto (the “Effective Date”) and continue for a period of five (5) years. Thereafter, this Agreement may be renewed by written agreement of the Parties.
4. Client shall receive the specific TouchNet Services specifically identified, and at the rates identified, in the TouchNet Order Form executed contemporaneously herewith. The fees payable by Client for the TouchNet Services shall be as set forth in both the Original Agreement and the TouchNet Order Form. For clarity, TouchNet reserves the right to increase the annual ASP Fees by no more than four percent (4%) per year over the applicable amount for the immediately preceding year.
5. Notice to Client under the terms of the Original Agreement shall be provided to:

Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

6. Except as modified hereby, the terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

TOUCHNET INFORMATION SYSTEMS, INC. Signed by:  By: <u>214FD814D64045B</u> Adam McDonald Name: _____ President Title: _____ 5/5/2025 Date: _____	SOLANO COMMUNITY COLLEGE DISTRICT Signed by:  By: <u>8347AA0553E54BD...</u> Susan wheet Name: _____ VP of Finance/Administration Title: _____ 5/5/2025 Date: _____ <i>*Contract must be executed by Client on or before May 15, 2025 to guarantee pricing.</i>
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TouchNet Order Form

This TouchNet Order Form is between TouchNet Information Systems, Inc. (“TouchNet”) and Solano Community College District, located at 4000 Suisun Valley Rd, Fairfield, CA 94534 (“Client”) and incorporates the terms and conditions of Client’s Services Agreement with TouchNet (the “Existing Agreement”) and identifies the TouchNet Services Client is purchasing for its sole use and benefit. The TouchNet Order Form and the Existing Agreement are the entire agreement between the Parties regarding the products and services identified below. While TouchNet may accept Client’s purchase order, no terms or conditions in such a purchase order will supersede the terms and conditions in this TouchNet Order Form and the Existing Agreement. Each of the individuals executing the TouchNet Order Form represent and warrant that he or she is authorized to bind Client or TouchNet respectively to the terms and conditions herein.

- A. Definitions.** All capitalized terms used in this TouchNet Order Form but not defined herein have the same meaning as in the Existing Agreement. For clarity, “**TouchNet Software**” means the computer program applications that Client wishes to use and access remotely on TouchNet’s servers that enable the Services, and includes all software components, product documentation and associated media, sample files, extension files, tool and utilities and miscellaneous technical information. “**TouchNet Services**” means all software and hardware services or products that Client obtains from TouchNet or accesses through TouchNet.
- B. Campus Entity.** A “Campus Entity” means a single community college, technical college, college or university campus or facility that offers a degree program in its own name, including any internal departments or academic colleges associated with the primary institution, that share a single tax-identification number. Fees may vary depending upon (among other factors) the number of Campus Entities accessing TouchNet Services. TouchNet Software is provided to the Campus Entity that Client identifies in this TouchNet Order Form: Solano Community College District

C. TouchNet Services

ASP Services	Price	Quantity	Total Price
eBill, eRefunds, and Mobile Bill+Payment	\$31,021	1	\$31,021
Student Account Advisor Dashboard	Waived	1	waived
Total Annual ASP Fee			\$31,021

One-Time Professional Services Fee	Price	Quantity	Total Price
eBill, eRefunds, and Mobile Bill+Payment	\$13,366	1	\$13,366
ERP Conversion from Banner on Prem to Banner SaaS	\$12,500	1	\$12,500
Student Account Advisor Dashboard	Waived	1	Waived
Total One-Time Professional Services Fee			\$25,866

Payment Plans Plus Services Fees	Price	Quantity
Per Payment Plan Set Up Fee	\$25	Varies
Customer Late Fees	\$25 ¹	Varies
One-Time Professional Services Fee	WAIVED	1

eRefunds Processing Services Fees	Price	Quantity
One-Time Implementation Fee	WAIVED	1
Direct to Debit	\$0.95	Per item
Digital Check	\$0.95	Per item
Paper Check	\$2.45	Per item

¹ Amount of Late Fee applies unless otherwise required by applicable law.

TouchNet Integrated Solutions ²	Price	Quantity	Total Price
Integrated Cross-Border Payments	Included	1	Included
Integrated Tuition Protection	Included	1	Included
Total TouchNet Integrated Solutions Fee			\$0.00

- D. Term.** The Term of the TouchNet Software in the ASP Services commences on the date of the last signature below (the "Effective Date") and continues for a period of five (5) years. Thereafter, the Term for the TouchNet Software in the ASP Services will automatically renew for additional five (5) year periods unless terminated by either Party by giving ninety (90) days written notice prior to the end of any term. The term of the Payment Plans Plus Services and eRefunds Plus Processing Services commence on the Effective Date and shall last for a period of time consistent with the Existing Agreement, as the Existing Agreement may be extended or amended.
- E. Incorporation of Exhibits.** The attached Exhibit 1 (Payment Plans Plus Ts&Cs) and Exhibit 2 (eRefunds Processing Services Ts&Cs – inclusive of Attachment 1) are incorporated herein as if fully set forth herein.
- F. Payment.** Client will pay all fees identified in this TouchNet Order Form as described in the Existing Agreement. Payment is in US Dollars unless stated otherwise. TouchNet reserves the right to increase the annual ASP Fees by no more than four percent (4%) per year over the immediately preceding year as described in the Existing Agreement.
- G. COMTEC Incentives.** TouchNet will provide Client with COMTEC User Group Conference & PCI Registrations for two (2) attendees, each valued @ \$875.00 for the original five (5) year Term of the contract. Client is responsible for lodging and travel.

H. Billing Information.

Billing Contact Name: _____
Sales Tax Exempt? _____

Billing Contact Email: _____

TOUCHNET INFORMATION SYSTEMS, INC. Signed by: _____ SIGNATURE: <u>Adam McDonald</u> BY: <u>Adam McDonald</u> TITLE: <u>President</u> DATE: <u>5/5/2025</u>	SOLANO COMMUNITY COLLEGE DISTRICT Signed by: _____ SIGNATURE: <u>Susan Wheet</u> BY: <u>Susan wheet</u> TITLE: <u>5/5/2025</u> VP of Finance/Administration DATE: _____ <i>*Order Form must be executed by Client on or before May 15, 2025 to guarantee pricing.</i>
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² TouchNet Integrated Solutions require separate documentation with the Cross-Border Payments or Tuition Protection provider, respectively, and may be subject to additional fees.

Exhibit 1

THESE TOUCHNET PAYMENT PLANS PLUS SERVICES TERMS AND CONDITIONS (“Payment Plans Plus Ts&Cs”) are adopted between TouchNet Information Systems, Inc., with an address of 9801 Renner Blvd., Ste. 150, Lenexa, KS 66219 (together with its Affiliates, “TouchNet”), and Solano Community College District (“Client”), as of the Effective Date of the attached TouchNet Order Form. The Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS. In addition to the terms defined in the Existing Agreement and in the TouchNet Order Form entered contemporaneously herewith, the following terms apply to these Payment Plans Plus Ts&Cs:

- A. “Affiliate” means a business entity that controls or is controlled by another business entity or is associated with other business entities under common ownership or control of a business entity, such as a subsidiary or parent company.
- B. “End User” means a student or authorized third party who enters into a payment plan with Client for the payment of the student’s tuition.
- C. “Payment Plans Plus Services” means the ongoing support and services to End Users enrolled in a payment plan for the payment of their student tuition. Payment Plans Plus Services is included in the definition of TouchNet Services.

II. APPOINTMENT, AUTHORIZATION AND ACCEPTANCE OF PAYMENT PLANS PLUS SERVICES.

- A. Client authorizes TouchNet to access its Student Information System to provide the Payment Plans Plus Services.
- B. Client designates TouchNet as Client’s agent for purposes of providing support services to End Users, including accessing Client’s student tuition and payment plan data to answer End Users’ questions regarding the payment plans and payments on the account, in exchange for Client’s payment of the applicable Payment Plan Set-Up Fee. TouchNet will provide the Payment Plans Plus Services as TouchNet determines from time to time in its sole, reasonable discretion, and as regulatory and/or market conditions vary.
- C. TouchNet will be the exclusive provider of Payment Plans Plus Services to Client and End Users during the term of these Payment Plans Plus Ts&Cs. Client acknowledges that TouchNet may provide Payment Plans Plus Services to other customers.

III. CLIENT’S DUTIES. Client will create and offer during each term of its educational year, a variety of payment plans to all of End Users for the payment of their student tuition to Client. Client shall update its website to ensure that timely and accurate data is available to its students and End Users that payment plans are available, and this must be complete prior to Client’s go-live with the service. TouchNet and Client will work together to define the parameters of the plans, and TouchNet will provide Client with payment plans marketing materials. Client is responsible to ensure that End User data and student tuition charges are correct, and to verify the accuracy and completeness of all payment plans. Client will ensure that all End Users entering into a payment plan have approved and verified authorized third party payors, if applicable, that are reflected in the relevant student account data. All such data must be contained in the Client’s Student Information System and made accessible to TouchNet. Client will also provide access, identification and other information as TouchNet may reasonably request to provide the Payment Plans Plus Services. Client is responsible for managing all late payments and debt collection activities for End Users with respect to all payment plans.

IV. CUSTOMER SUPPORT. TouchNet will provide customer support via telephone to End Users regarding the selected payment plan, any payments have been applied, and any other payment-related matters. Client agrees that because Client is responsible for the content and accuracy of the student account data, the creation of the payment plan(s), and all delinquency matters related thereto, Client will respond to End User inquiries with respect to those matters.

V. DISCLAIMER OF LIABILITY AND ACKNOWLEDGEMENT OF LIMITATIONS.

- A. Client agrees and understands that to receive the Payment Plans Plus Services, Client must have the right to access and use one of the following: (a) Ellucian Payment Center, (b) TouchNet Payment Center, or (c) Merchant Services with Heartland Payment Systems, LLC (“Merchant Services”).
- B. TOUCHNET IS NOT RESPONSIBLE FOR ANY OF THE FOLLOWING: (A) PROBLEMS OR DISPUTES REGARDING PAYMENT PLANS PERTAINING TO THE ACCURACY OF THE STUDENT ACCOUNT CHARGES OR BALANCE REFLECTED IN THE PAYMENT PLANS, (B) THE ACCURACY OF THE DATA IN

THE STUDENT INFORMATION SYSTEM, (C) THE DESIGNATION OF AUTHORIZED PAYORS OR OTHER THIRD PARTIES, AND (D) ANY AND ALL PAYMENT DISPUTES AND LATE CHARGES, INCLUDING COLLECTIONS MATTERS, ARISING THEREFROM.

- VI. **TERMINATION OF THE PAYMENT PLANS PLUS SERVICES.** In addition to the termination rights provided in the Original Agreement, either Party may terminate the Payment Plans Plus Services immediately, if, by performing its duties under this Section, the Party would be in violation of applicable laws.
- VII. **MISCELLANEOUS.** Sections 4.1 (“Service Level Assurance”) and 4.2 (“Remedy”) of the Original Agreement do not apply to these Payment Plans Plus Ts&Cs.
- VIII. **PAYMENTS AND FEES.** All payments are due within thirty (30) days upon receipt of invoice.
- A. **Per Payment Plan Set-Up Fee.** When End Users enroll in a Payment Plan, the End User will pay a non-refundable, minimum Per Payment Plan Set-Up Fee to TouchNet (including its Affiliates) that shall apply to each semester, trimester, annual, and/or quarterly payment plan.
 - B. **Customer Late Fees.** End Users may incur non-refundable late fees, including but not limited to, Late Payment Fees, which shall be invoiced to Client at the end of each calendar month. Unless otherwise agreed by the Parties, each such fee will be \$25.00.
 - C. **One-Time Professional Services Fee.** The one-time Professional Services Fee is waived.
 - D. **Other Fees.** If Client selected Merchant Services with Heartland Payment Systems, LLC (“Merchant Services”), Client is responsible for all fees associated with Merchant Services. Client will be the merchant of record for Payment Plans Plus payments by End Users, and all such funds will settle directly to the Client.

Exhibit 2

THESE TOUCHNET EREFUNDS PROCESSING SERVICES TERMS AND CONDITIONS (“eRefunds Processing Ts&Cs”) are adopted between TouchNet Information Systems, Inc., with an address of 9801 Renner Blvd., Ste. 150, Lenexa, KS 66219 (together with its Affiliates, “TouchNet”), and Solano Community College District (“Client”), as of the Effective Date of the attached TouchNet Order Form. The Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS. In addition to the terms defined in the Existing Agreement and the TouchNet Order Form entered contemporaneously herewith, the following terms apply to these eRefunds Processing Ts&Cs:

1.1. Direct to Debit Option means funds that are delivered via a third party solutions, such as Visa Direct.

1.2. End User means a student or authorized third party who enters into a payment plan with Client for the payment of the student’s tuition.

1.3. eRefunds Processing Services means the service that TouchNet provides to enable Client to transfer designated monies to a student or other third party. eRefunds Processing Services is included in the definition of TouchNet Software in the Existing Agreement.

2. TOUCHNET eREFUNDS PROCESSING SERVICES

2.1. Appointment, Authorization and Acceptance.

- a) Client authorizes TouchNet to access its Student Information System as described in the Existing Agreement to provide the eRefunds Processing Services.
- b) TouchNet will be the exclusive provider of eRefunds Processing Services to Client and End Users during the term of these eRefunds Processing Ts&Cs. Client acknowledges that TouchNet may provide eRefunds Processing Services to other customers.

2.2. eRefunds Processing Services

- a) eRefunds Processing Services may include, but are not limited to, the disbursement of financial aid, college refunds, college work-study payments, and other types of payments.
- b) Client will determine how to offer refunds by digital or paper check or a direct to debit pay option.
- c) Client will include a statement in its disclosure(s) to students that it may share End User data with third parties for the purpose of facilitating disbursements.
- d) Client is responsible to ensure that End User data and student account charges are correct and to verify the accuracy and completeness of all payments. Client will ensure that all End Users have approved and verified authorized third-party payors, if applicable, which are reflected in the relevant student account data.
- e) All End Users will be required to accept specific eRefunds Processing terms and conditions located at <https://checkbook.io/resource/terms-individual>.

2.3 Higher Education Act. TouchNet and Client 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 Attachment 1 (Title IV Higher Education Act) hereto.

2.4 TouchNet Obligations

- a) **Data Privacy.** TouchNet holds all Client data in its secure network. TouchNet maintains compliance with industry standard information security and privacy standards, and complies with all applicable data privacy laws. TouchNet’s security controls are substantially in compliance with NIST Cybersecurity Framework, and are reviewed by independent third parties for compliance with the Title IV Perkins Loan Servicing Programs and SSAE 18. TouchNet has also implemented security controls, including using firewall technology, encrypting data, regularly updating antivirus software, restricting access to data based on business need, identifying and authenticating access to system components, restricting physical access to data, testing security systems and processes, and maintaining internal policies that address information security.

- b) **Security Report.** No more than once annually, Client may request TouchNet’s SSAE 18 Report, as well as TouchNet’s Examination Report on Compliance with Title IV Programs also referred to as “Perkins Attestation” (collectively “Security Documents”), subject to the confidentiality requirements in the Agreement. To the extent

TouchNet provides Client a copy of its SSAE 18 Report in Client's capacity as a "User Entity", Client may only disclose the SSAE 18 Report to its financial auditors who are bound to an obligation of confidentiality similar to those set forth herein, for the exclusive purpose of evaluating the effect of Client's controls on a User Entity's internal control system. Notwithstanding any other provisions herein, Client may not share TouchNet's SSAE 18 Report with any other third-party, contractor, advisor, consultant, or service provider.

2.5 Termination of eRefunds Processing Ts&Cs. In addition to the termination rights provided in the Original Agreement, either Party may terminate these eRefunds Processing Ts&Cs immediately, if, by performing its duties under the eRefunds Processing Ts&Cs, the Party would be in violation of applicable laws.

2.6 Disclaimer of Liability and Acknowledgement of Limitations.

- a) Client agrees and understands that to receive the eRefunds Processing Services, Client must have the right to access one of the following: (1) Ellucian Payment Center, (2) TouchNet Payment Center or (3) Heartland Merchant Services.
- b) TOUCHNET IS NOT RESPONSIBLE FOR ANY OF THE FOLLOWING: (1) PROBLEMS OR DISPUTES PERTAINING TO THE ACCURACY OF THE END USER ACCOUNT CHARGES OR BALANCE REFLECTED IN THE DISBURSEMENT, (2) THE ACCURACY OF THE DATA IN THE STUDENT INFORMATION SYSTEM, (3) THE DESIGNATION OF AUTHORIZED PAYORS OR OTHER THIRD PARTIES, AND (4) ANY AND ALL PAYMENT DISPUTES AND LATE CHARGES, INCLUDING COLLECTIONS MATTERS, ARISING RELATING TO DISBURSEMENTS.

3 PAYMENTS AND FEES.

3.1 One-Time Implementation Fee. The one-time Implementation Fee of \$3,500.00USD is waived.

3.2 Per Transaction Fee. Client shall pay a flat Per Transaction Fee that differs based on the type of transaction that applies. TouchNet will invoice Client at the end of each calendar month for the total Per Transaction Fees incurred by transaction type, and payments are due within thirty (30) days of receipt of invoice. TouchNet reserves the right to increase the Per Transaction Fee at any time following Notice to Client.

4 Required Client Information

4.1 Requirements. United States anti-money laundering statutes and regulations govern the provision of checks under this eRefunds Processing Service. TouchNet must obtain specific information to be in compliance with federal law.

4.2 Information. Clients must provide documents listed below.

Required Client Information
IRS Form W-9 (dated within the last six months)
Bank Letter for Client DDA Account
Client website
Principal officer name
Principal officer home address
Principal officer occupation
Principal officer citizenship status

5 MISCELLANEOUS PROVISIONS. Sections 4.1 ("Service Level Assurance") and 4.2 ("Remedy") of the Original Agreement do not apply to these eRefunds Processing Ts&Cs.

Attachment 1
(Title IV Higher Education Act)

34 C.F.R. § 668.25 Compliance

Pursuant to Federal Regulation 34 C.F.R. § 668.25, TouchNet agrees, in connection with any services performed by TouchNet that are reasonably deemed to be “Third Party Servicer” activities:

- (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 applicable to Title IV of the Higher Education Act;
- (B) Refer to the Office of Inspector General of the Department of Education for investigation of any information indicating there is a reasonable cause to believe that the Client might have engaged in fraud or other criminal misconduct in connection with its administration of any Title IV, Higher Education Act program or an applicant for Title IV, Higher Education Act program assistance might have engaged in fraud or other criminal misconduct in connection with the applicant’s 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; (f) false statements of income; and (g) payment of any commission, bonus, or other incentive compensation based upon success in securing enrollments or the award of financial aid to any person or entity engaged in student recruitment or admission activity or the award of Title IV, Higher Education Act program funds;
- (C) Be jointly and severally liable with Client to the Secretary of the Department of Education for any violation by TouchNet of any statutory provision of, or applicable to, Title IV of the Higher Education Act, any regulatory provision prescribed under that statutory authority, and any applicable special arrangements, agreement or limitation entered into under the authority of statutes applicable to Title IV of the Higher Education Act;
- (D) If TouchNet disburses funds (including funds received under Title IV, Higher Education Act programs) or delivers Federal Direct Loan program proceeds to a student, TouchNet will confirm with the Client the eligibility of the student before making that disbursement or delivering those proceeds, and will return Title IV, Higher Education Act funds if required when a student withdraws; and
- (E) If TouchNet or the Client terminates the contract, or if TouchNet 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 the Client (i) all records in TouchNet’s possession pertaining to the Client’s participation in the program or programs for which services are no longer provided; and (ii) funds, including Title IV, Higher Education Act program funds, received from or on behalf of the Client or the Client’s students, for the purpose of the program or programs for which services are no longer provided.

Pursuant to Federal Regulation 34 C.F.R. § 668.25, if the Client participates in a Title IV, Higher Education Act program, the Client agrees to notify the Secretary of the Department of Education within ten (10) days of the date that:

- (A) Client enters into a new contract or significantly modifies an existing contract with TouchNet to administer any aspect of that program;
- (B) Client or TouchNet terminates all or any portion of the agreement to administer any portion of that program; or
- (C) If TouchNet stops providing services for the administration of that program, goes out of business, or files a petition under the Bankruptcy Code. Client’s notification must include the name and address of TouchNet.

If Client contracts with TouchNet to administer any aspect of Client’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 TouchNet’s administration of Client’s participation in any Title IV, Higher Education Act program. TouchNet’s primary physical address is 9801 Renner Road, Suite 150, Lenexa KS 66219. Adam McDonald is the President of TouchNet, Adam.McDonald@touchnet.com, 913-599-6699.