



CONTRACT MODIFICATION

Date: September 15, 2020
Contract #: UCPJMU4843
Service: Electronic Student Financial Services
Modification #: Two
Issued By: James Madison University Ph: 540-568-3137
Colleen Johnson, Buyer Specialist Fx: 540-568-7935
Contractor: Flywire Payments Corporation
Attn: Peter Butterfield
141 Tremont St. 10th Floor
Boston, MA 02111
Contract Administrator: Linda Combs, University Business Office

Description of Modification Notice:

The attached *Amendment to the OnPlan U Service Agreement* is hereby incorporated into contract UCPJMU4843.

Except as provided herein, all terms and conditions of Contract Number UCPJMU4843 remain unchanged and in full force and effect.

Flywire Payments Corporation

By:

Peter Butterfield

Name (print)

General Counsel & COO

Title

Date Signed

James Madison University

By:

Colleen Johnson,

Name (print)

Buyer Specialist

Title

9/15/2020

Date Signed



FIRST AMENDMENT TO THE ONPLAN U SERVICE AGREEMENT

THIS FIRST AMENDMENT TO THE ONPLAN U SERVICE AGREEMENT ("First Amendment") is made and entered into as of the date of the last signature below ("Amendment Effective Date"), by and between Flywire Payments Corporation, with offices located at 141 Tremont Street, 10th Floor, Boston, MA 02111, ("Flywire"), and **James Madison University**, a public institution of higher education located at 800 South Main Street, MSC 5720, Harrisonburg, VA 22807 ("Client").

RECITALS

WHEREAS, OnPlan Holdings, LLC and Client entered into the OnPlan U Service Agreement effective May 10, 2017 (the "Original Agreement") to contract for the Services as outlined in the Original Agreement; and

WHEREAS, Flywire and Client agreed to extend the Original Agreement, as well as to assign the Original Agreement from OnPlan Holdings, LLC to Flywire Payments Corporation in that Contract Renewal Letter dated February 26, 2020; and

WHEREAS, pursuant to Section 13 of the Original Agreement, Flywire and Client have agreed to amend the Original Agreement to provide for ACH processing as part of the Services.

AGREEMENTS:

NOW, THEREFORE, in furtherance of the Original Agreement, Flywire and Client intending to be legally bound hereby, agree to the following:

1. All references to OnPlan Holdings, LLC and/or OnPlan U as a contracting party and provider of the Services in the Original Agreement shall now apply to Flywire.
2. **Section 2(a) is amended by inserting the following immediately after the first sentence thereof:**

Flywire shall also provide for the processing of ACH payments. Flywire shall send a daily ACH file through Flywire's ACH Gateway to Flywire's ODFI containing daily debit entries from Institution's payers; funds shall be pulled from the various payer banking instructions on a daily basis. Flywire shall credit the Institution's bank account two banking days later and in one deposit per day. Flywire shall receive a daily return file from the ODFI. Flywire shall assess fees for processing ACH transactions through Flywire's ACH Gateway as set out in Schedule A.

3. **Schedule A is amended by inserting the following under the subheading 'Fees to Institution' immediately after Printing and Mailing:**

Fees to Institution

- Flywire ACH Gateway
 - \$0.15 per transaction
 - \$3.00 per returned item

4. **No Other Modifications.** Except as provided above, the terms and conditions of the Original Agreement are unchanged, shall remain in full force and effect, and are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the Amendment Effective Date.

JAMES MADISON UNIVERSITY

Signed: 

Name: Colleen Johnson

Title: Buyer Specialist

Date: 9/15/2020

FLYWIRE PAYMENTS CORPORATION

Signed: 

Name: Peter Butterfield

Title: General Counsel & Chief Compliance Officer

Date: 15 September 2020