



CONTRACT MODIFICATION

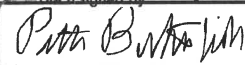
Date: September 2, 2022
Contract #: UCPJMU4843
Service: Electronic Student Financial Services
Modification #: Three
Issued By: James Madison University Ph: 540-568-3137
 Colleen Johnson, Buyer Senior Fx: 540-568-7935
Contractor: Flywire Payments Corporation
 Attn: Peter Butterfield
 141 Tremont St. 10th Floor
 Boston, MA 02111
Contract Administrator: Brandon Cline-Taskey, University Business Office

Description of Modification Notice:

The attached *Flywire Services Agreement* is hereby added to contract UCPJMU4843. Per 8.1 in the attached: For the avoidance of doubt this *Flywire Services Agreement* shall be governed in the event of conflict by (1) the General and Special Terms and Conditions of contract UCPJMU4843, and (2) the Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form (attached) and (3) the JMU IT Services Addendum (dated December 18, 2019) (collectively, "Client's Governing Documents"). Client's Governing Documents, along with this Agreement and any Schedules attached hereto, contain the entire agreement between the Parties with respect to the subject matter hereof, and, for the avoidance of doubt, governs when in conflict with the *Contractor's Proposal* dated December 3, 2016, and supersedes the *OnPlanU Service Agreement* dated May 10, 2017 and is binding upon the Parties and their permitted successors and assigns.

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

Flywire Payments Corporation

By: 
 448A4330F9B74AA...
 Peter Butterfield


Name (print) September 12, 2022

General Counsel & COO

Title

Date Signed

James Madison University

By: 
 Colleen Johnson,

Name (print)

Buyer Senior

Title

9/20/2022
Date Signed



SERVICES AGREEMENT

This Services Agreement (the “Agreement”), effective as of the date of the last signature below (the “Effective Date”), is made by and between Flywire Payments Corporation, a Delaware Corporation, with a principal place of business at 141 Tremont Street, 10th Floor, Boston, MA 02111 (hereinafter “Flywire”) and **James Madison University**, with a principal place of business at 800 South Main Street, MSC 5720, Harrisonburg, VA 22807 (“Client”). Each of Flywire and Client is referred to as a “Party” and collectively as the “Parties”.

1. DEFINITIONS

Capitalized terms used but not defined herein shall have the meanings set forth in the attached Exhibit A, the terms and provisions of which are hereby incorporated by reference and made a part hereof.

2. CONFIDENTIALITY

2.1. Confidential Information. During and after the term of this Agreement, each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be confidential (“Confidential Information”). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing Party’s business and the industry in which it operates, is of a confidential or proprietary nature. The receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity *except* to a director, officer, employee, outside consultant, or advisor (collectively “Representatives”) who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party’s Confidential Information than this Agreement. In furtherance of the foregoing, Flywire may request, and Client shall promptly provide to Flywire, documentation required by Flywire’s banking or collection partners, which may include Confidential Information. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed (which may include Flywire disclosing Confidential Information to its banking and collection partners for the sole purpose of providing the Services), and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party’s Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used.

2.2. Exclusions. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving Party. Notwithstanding the provisions of Section 2.1, the Parties expressly agree that the terms and pricing of this Agreement are not Confidential Information. Flywire may disclose a duly executed version of the Agreement to its banking and collection partners, to facilitate the completion of payments to Client and Flywire may also disclose Confidential Information to the extent it is required to be disclosed by law, by a court or other authority of competent jurisdiction. A receiving Party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights.

2.3. Personal Data. To the extent any Confidential Information provided to or obtained by Flywire or to which Flywire has access in the performance of its functions is information about past, present, or potential customers or

employees of Client constitutes any nonpublic personal data as defined under applicable law (“Personal Data”), the following additional terms are applicable notwithstanding anything to the contrary in this Agreement:

(i) Flywire shall comply with all applicable laws, rules, regulations and ordinances governing or relating to privacy rights in connection with its performance under this Agreement including without limitation the Data Protection Laws, each as they may be amended from time to time.

(ii) Flywire shall implement such administrative, technical and physical security measures as required under applicable law to: (a) ensure the security and confidentiality of the Personal Data; (b) protect against any threats or hazards to the security and integrity of the Personal Data; and (c) protect against unauthorized access to or use of Personal Data. This includes but is not limited to: (i) encrypting all transmitted records and files containing Personal Data that will travel across public networks and on any portable device, to the extent technically feasible; and (ii) implementing and maintaining a written information security program.

(iii) With respect to data received directly from End-Users, Flywire is the data controller. Flywire and its Affiliates will process all personal data (including special categories of data) collected for the provision of the Services in accordance with the Data Protection Laws, where required to do so. Flywire will use such data in accordance with Flywire’s Privacy Policy at <https://www.flywire.com/privacy>.

(iv) To the extent Flywire receives from Client or processes any personal data on behalf of Client, then Flywire is the data processor and: (a) Flywire and Client shall both comply with their obligations under the applicable Data Protection Laws; (b) Flywire hereby agrees to assist Client within such reasonable timescale as may be specified by Client, at Client’s cost and expense, with all data subject information requests which may be received from the data subjects of the Personal Data. Should Flywire receive any such requests directly, Flywire will promptly inform Client that it has received the request and forthwith forward the request to Client; and (c) Flywire agrees to notify Client (upon request) of all Sub-Processors currently engaged by Flywire who have access to Client’s Personal Data (the “Sub-Processor Notification”). Flywire shall impose on such Sub-Processors data protection terms to the same standard as required by the Data Protection Laws.

(v) In respect of any Personal Data relating to any individual provided by Client to Flywire, Client represents and warrants to Flywire that it has provided all requisite notification and obtained all requisite consent of such individuals for the collection, processing, use, transfer and/or disclosure of their Personal Data to or by Flywire as contemplated in this Agreement.

2.4. Injunctive Relief. Notwithstanding any other provision of this Agreement, both Parties acknowledge that any use of the disclosing Party’s Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate, or to the extent arising out of or in connection with the negligent performance, negligent failure to act, or misconduct of Flywire in the performance of the Services, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled to seek hereunder, at law or equity, the non-faulty Party shall be entitled to an interim injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

2.5. Cardholder Data. If Flywire or an Affiliate of Flywire processes credit and debit card transactions under this Agreement, Flywire will comply with applicable data security rules or regulations published from time-to-time by a payment card brand which is accepted for payment on behalf of Client, including the Payment Card Industry Data Security Standards (“PCI DSS”). Flywire’s PCI DSS compliance will be certified annually, and documentation of such certification will be presented to Client upon Client’s request.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. Right, Title, Interest. Client acknowledges and agrees that any and all right, title and interest in and to all Intellectual Property Rights in or arising from Flywire's website, system or platform shall remain the exclusive property of Flywire, and that Client shall not have any right, title or interest in or to such Intellectual Property Rights other than as expressly granted by Flywire under this Agreement.

3.2. License. Flywire hereby grants to Client a non-exclusive, royalty free, non-sub-licensable, non-transferrable license during the term of this Agreement, to use the Intellectual Property Rights of Flywire (save for Trademark), for the purposes of or in connection with the use of the Services by Client.

3.3. Trademark. Client agrees not to use Flywire's Trademarks for any purpose other than for the purpose as set out in Section 4, provided always that Client shall not alter or tamper with Flywire's Trademark or use Flywire's Trademarks in any way which may prejudice their distinctiveness, validity or goodwill. Client shall immediately cease all uses of Flywire's Trademarks upon termination of this Agreement.

3.4. Suggestions. Client grants to Flywire a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services and otherwise fully exploit any suggestions, enhancement requests, recommendations, or other feedback provided to Flywire by Client.

4. SERVICES

4.1. Services Provided. Flywire or an Affiliate of Flywire shall provide Client with those Services set forth in the attached Schedule(s) during the term of this Agreement. Client agrees that provision of certain Services, including without limitation, the collection of any payments on Client's behalf, is subject to the successful completion of Flywire's client onboarding process and periodic compliance reviews ("Compliance Review") of Client. Unless otherwise specified in a Schedule, and/or unless a particular Service does not include Flywire accepting payments on behalf of Client, Flywire or an Affiliate of Flywire will receive the Collection Amount into a Client Account maintained by Flywire or an Affiliate of Flywire as an agent of Client. The End-User's payment obligation to Client (with regard to the amount of the Funds) will be considered completed and discharged when the Collection Amount from the End-User's payment service provider is received into a Client Account.

4.2. Changes to Services. Either Party may request a change to the Services and for such purpose shall submit to the other Party a written notice ("Change Request") setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the Parties) after the receipt of such Change Request, the Parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both Parties have agreed in writing upon the changes, and any resulting change (if any) in the fees for the Services, the Parties shall complete and execute an amendment to this Agreement. Flywire is not bound to accept any Change Request or to conduct any activities which may require Flywire to hold any regulatory licenses or approvals, or violate or potentially violate any laws and regulations. Notwithstanding anything to the contrary contained in this Agreement, Flywire may at its sole discretion, add, amend, limit, or discontinue any of the payment methods or other offerings as part of its Services, including but not limited to the availability of certain payment methods based on specific criteria such as duration of availability, or imposing restrictions on per transaction or cumulative transaction payment amounts, provided that any such change does not materially impair Client's ability to collect payments from End-Users. For the avoidance of doubt, a change to a payment method does not constitute a Change of Service as set forth under this Section 4.2 and shall not require a Change Request notification or prior notice period.

4.3. Staffing, Designated Contact and Cooperation. Flywire shall have sole discretion in staffing the Services and may assign the performance of any portion of the Services to any subcontractor; provided that Flywire shall be responsible for the performance of any such subcontractor. Client will

cooperate with Flywire, will provide Flywire with accurate and complete information, which may include, in order to facilitate Flywire's assessment of the level of risk associated with Client's use of the Services ("Financial Assessment"), furnishing recent financial statements and other documentation or information in response to Flywire's reasonable requests from time to time. Client will provide Flywire with such assistance as Flywire may reasonably request, and will fulfill its responsibilities as set forth in this Agreement.

5. PAYMENTS/CHARGEBACKS

5.1. Payments. Any fees or payments for Services provided by Flywire hereunder shall be set forth in the applicable Fees & Billing Schedule for such Service, attached hereto.

5.2. Chargebacks. Client acknowledges and agrees that Client shall be solely responsible for any Chargebacks on payments processed under this Agreement, regardless of the reason for the Chargeback, and Flywire shall bear no liability for any Chargeback. In the event of a credit card related Chargeback (a "Credit Card Chargeback"), Flywire will promptly notify Client, request documentation to support the transaction, and dispute the Credit Card Chargeback by presenting such documentation to the acquirer in support of the transaction. If the Credit Card Chargeback dispute is unsuccessful, and the Collection Amount is reversed to the End-User, Flywire will inform Client, and Client shall immediately return the Funds to Flywire. For all other Chargebacks, and/or if Client fails to return the Funds to Flywire within ten (10) business days in connection with a Credit Card Chargeback, Client hereby authorizes Flywire to auto-debit Client's account, and/or set-off the Funds against the next remittance due to Client. If the auto-debit is unsuccessful, and/or there are no further remittances due, Client will immediately send the funds to Flywire to cover the Chargeback.

5.3. Stored Credentials and Recurring Payments. As part of the Services, Flywire may offer End-Users the option to securely store their payment credentials with Flywire for one-time or recurring payments. Should Client elect to utilize this offering, Client acknowledges and agrees that: (i) Flywire will charge End-Users the amount that Client communicates to Flywire and that Flywire is not responsible for any errors that Client makes in providing Flywire the amounts to be charged or for Flywire's reliance on incorrect information that Client provides to Flywire; (ii) to the extent that an End-User requests to update their bank account or card details and/or end their scheduled recurring payments, and where, due to the nature of the Services provided to Client, the End-User does not or cannot make such changes directly: Client is responsible for informing Flywire of such a request, and, when applicable, promptly cancelling future scheduled payments of such End-User or updating the End-User's bank account or card details; and (iii) unless otherwise specified, Client is solely responsible for communicating to End-Users the amounts and timing of upcoming charges to their stored credentials.

6. LIMITED WARRANTY/INDEMNIFICATION

6.1. Warranty and Remedy. Flywire warrants that it will provide the Services in a competent and workmanlike manner. Flywire does not warrant that it will be able to correct all reported defects or that use of the Services will be uninterrupted or error free. Flywire makes no warranty regarding features or services provided by third parties. Client will provide Flywire with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects.

6.2. No Other Warranty; Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS." FLYWIRE DOES NOT REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED. THE WARRANTIES STATED IN SECTION 6.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY FLYWIRE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED BY STATUTE AT COMMON LAW OR OTHERWISE HOWSOEVER, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CLIENT ASSUMES

ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE OR SUFFICIENT FOR CLIENT'S PURPOSES.

6.3. Claims. EXCEPT FOR FLYWIRE'S OBLIGATION TO PAY CLIENT ALL FUNDS RECEIVED FROM END-USERS UNDER THIS AGREEMENT, IN NO EVENT SHALL FLYWIRE'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT (INCLUDING LIABILITY ARISING OUT OF SECTION 6.4) EXCEED USD 25,000 IN TOTAL FOR ALL CLAIMS (INCLUDING LEGAL FEES AND EXPENSES, LOSSES AND DAMAGES).

6.3.1. Nothing contained in Section 6.3 shall restrict either Party's liability for death or personal injury or property damage resulting from any act, omission or negligence of that party or its officers, agents, employees or subcontractors, or either Party's liability for fraud or fraudulent misrepresentation or for any other liability for which it is not permissible to limit or exclude by operation of law.

6.4. Indemnification. Flywire will defend and indemnify, at its own expense, any third-party claim against Client that arises due to a claim (i) that the Services infringes any valid United States or European patent, copyright or involves the misappropriation of a trade secret (an "IP Claim") or (ii) caused by Flywire's violation of any of its obligations relating to Personal Data set forth in Section 2.3. Flywire will pay such damages or costs as are finally awarded against Client or agreed to in settlement for such claim, provided that Client gives Flywire: (a) prompt written notice of any such claim or threatened claim; (b) control of the defense, negotiations and settlement of such claim; and (c) full cooperation in any defense or settlement of the claim (at Flywire's cost). Flywire will not be liable for the settlement of a claim made without Flywire's prior written consent. Flywire shall have no obligation under this Section 6.4 with respect to any IP Claim based upon: (i) combination of the Services with products, programs or data not furnished by Flywire where, but for the combination, the claim would have been avoided; (ii) any modification of the Services not performed by Flywire, if such claim would have been avoided by use of the unmodified Services; (iii) compliance by Flywire with Client's custom requirements or specifications if and to the extent such compliance with Client's custom requirements or specifications resulted in the infringement claim. The rights granted to Client under this Section 6.4 shall be Client's sole and exclusive remedy for any alleged infringement by the Services of any patent, copyright or other proprietary right.

6.5. Liability for Taxes. Client agrees that it is responsible for: (i) determining, in consultation with its own tax advisor what, if any, Taxes apply in connection with Client's use of the Services and to payments that Flywire collects on Client's behalf under this Agreement, excluding Taxes on Flywire's income, property or employees ("Client Taxes"); and (ii) calculating, collecting, reporting or remitting Client Taxes to the appropriate tax authority. Client will be responsible for all liabilities, losses, costs and damages and expenses (including legal costs as part of a pre-litigation and settlement process or otherwise) incurred by the Flywire or Affiliates of Flywire arising out of or related to Client Taxes. Client represents and warrants to Flywire that it is a tax resident of the country indicated by its address in the first paragraph of this Agreement. Upon Flywire's reasonable request, Client agrees to provide information supporting its tax position, which may include a valid tax residency certificate authorized by the appropriate tax authority. Furthermore, Client certifies that it does not have a 'Permanent Establishment' in India under the regulations of Article 5 of the Double Taxation Avoidance Agreement. Client agrees and warrants that it will notify Flywire in writing as soon as is reasonably practical following any change in Client's tax residency status. Client agrees that any fees that Flywire charges Client do not include applicable Taxes.

7. TERM

7.1. Term. This Agreement will commence on the Effective Date as set forth above and will continue in effect until May 9, 2023 unless otherwise terminated in accordance with Section 7.2 below. Thereafter, this Agreement may be renewed for additional periods of one (1) year each upon mutual written agreement of the Parties. The Parties shall endeavor to execute a renewal at least thirty (30) days before the end of the then-current term.

7.2. Termination. Notwithstanding the foregoing, either Party may terminate this Agreement (i) immediately in the event of a material breach of this Agreement by the other Party that is not cured within thirty (30) days of written notice thereof from the other Party, or (ii) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. The Parties agree that Client may terminate this Agreement immediately in the event Flywire materially exceeds the scope of its authority as the agent of Client in connection with processing payments from End-Users to Client that are made through the Services. 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. In the event that the Client terminates the Agreement due to Flywire's uncured breach, Flywire shall promptly refund all prepaid and unused funds prorated from the date that notice of breach was given through the end of the service term.

7.3. Suspension. Flywire may, with or without prior notice to Client, immediately suspend Client's access to and use of some or all of the Services: (i) if Client or its End-Users use or attempt to use the Services in any manner that does not comply with or constitutes a breach of this Agreement; (ii) if Flywire has a good-faith reason to believe suspicious activity has occurred in connection with Client's or its End-Users' use of the Services and suspension is necessary to preserve the security, integrity, or accessibility of some of all of the Services or to prevent Flywire from violating applicable laws and regulations; (iii) if Flywire has a good-faith reason to believe that Client is unlikely to be able to fulfill its financial obligations to Flywire under this Agreement due to, for instance, pending, anticipated or excessive chargebacks, refunds, reversals, or disputes; or (iv) in the event that Flywire is unable to satisfactorily complete a Compliance Review of Client. Flywire will promptly notify Client of any such suspension and shall provide Client with an opportunity to cure the issue which resulted in suspension to the extent cure is possible and reinstate Client's access to the Services. Client understands and agrees that failure to cure such issues may result in termination of this Agreement and that any suspension does not limit Flywire's right to terminate this Agreement pursuant to the terms herein.

8. GENERAL PROVISIONS

8.1. Entire Agreement and Controlling Documents. To the maximum extent permitted by applicable law, this Agreement shall be governed in the event of conflict by (1) the General and Special Terms and Conditions of contract UCPJMU4843, and (2) the Commonwealth of Virginia Agency Contract Form Addendum to Contractor's Form (attached) and (3) the JMU IT Services Addendum (dated December 18, 2019) (collectively, "Client's Governing Documents"). Client's Governing Documents, along with this Agreement and any Schedules attached hereto, contain the entire agreement between the Parties with respect to the subject matter hereof, and, for the avoidance of doubt, governs when in conflict with the *Contractor's Proposal* dated December 3, 2016, and supersedes the *OnPlanU Service Agreement* dated May 10, 2017 and is binding upon the Parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement and is duly signed by the authorized representatives of both Parties may amend this Agreement. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof.

8.2. Assignment. This Agreement shall be binding upon and for the benefit of Flywire, Client and their permitted successors and assigns. Flywire may assign this Agreement to an Affiliate, or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Except as expressly stated in this Agreement, 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.

8.3. Language & Governing Law. The language of this Agreement is English. Any translations provided or made available are for illustrative purposes only and the English language version of this Agreement will prevail over all other language versions. This Agreement shall be governed by the

laws of the Commonwealth of Virginia without regard to its conflict of law provisions. Any action or proceeding (including those arising from non-contractual disputes or claims) related to the Agreement will be brought in the courts of the Commonwealth of Virginia. Each Party irrevocably submits to the jurisdiction and venue of the applicable courts.

8.4. Consequential Damages Waiver. Neither Party will be liable to the other or any third party for loss of profits, or special, indirect, incidental, consequential or exemplary damages, including 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 such damages.

8.5. Insurance. During the term of this Agreement Flywire shall procure, pay for and maintain insurance the minimum insurance coverages and limits as set forth in section VII(Q) of the James Madison University Request for Proposal RFP # MLO-940.

8.6. Interpretation. The Schedules form part of the Agreement and will have effect as if set out in full in the body of this Agreement. References to sections and Schedules are to the sections and Schedules of the Agreement. Section, Schedule and paragraph headings will not affect the interpretation of this Agreement. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

8.7. Relationship of the Parties. Flywire and Client are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationship of employer and employee 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.

8.8. Publicity. Client agrees that Flywire may: (i) display Client's name and/or logo in the client section and other relevant sections of Flywire's website and in Flywire's marketing collateral, provided that Client is listed with other clients, that such listing is done in a factual manner and is of similar size and font as other clients, and that such listing does not serve as an endorsement of Flywire products and/or services, and (ii) may display Client's name and the logo provided by Client on Client's custom Flywire webpage, and otherwise in connection with Flywire's provision of the Services hereunder, which may include, but not be limited to, use of Client's name and/or logo in End-User communications, provided that Flywire will abide by the brand identity standards that Client makes available to Flywire and that Flywire will abide by any requests Client may make to remove or change Client's logo at any time. Notwithstanding the foregoing, Flywire shall not use Client's name and logo for any other purpose not explicitly permitted by Client in writing in advance and shall immediately cease all uses of Client's name and logo upon termination of this Agreement. Client undertakes to Flywire that it has obtained all requisite consent (including consent from its affiliates where required) for Flywire to use Client's name and logo in the manner described in this Agreement and waives (on behalf of itself and its affiliates) all claims towards Flywire and Flywire's Affiliates for the use of Client's name and logo, to the extent that Flywire and Flywire's Affiliates uses Client's name and logo in accordance with the terms of this Agreement.

8.9. Force Majeure. Nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, pandemic, disease, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party.

8.10. Notices. All information will be made available or provided by Flywire to Client in English. If any information is translated into any other language, the English language text shall prevail. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing or email from an authorized officer and shall be deemed to have been delivered and given for all purposes.

8.11. 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.

8.12. Counterparty Execution. This Agreement may be executed through an electronic signature tool, or in counterparts and delivered by person or scanned embedded in an email, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

8.13. Waiver and Severability. Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

8.14. Trade Compliance. In connection with Client's provision or procurement of goods and/or services for which Payments are made through Flywire under this Agreement, Client will comply with, and will not cause Flywire to violate, all applicable economic sanctions and import and export control laws and regulations, including those of the United Nations Security Council, Singapore, the United Kingdom, the European Union (or any of its member states), the United States (including the Specially Designated Nationals List of the U.S. Department of Treasury's Office of Foreign Assets Control and the Entity List of the U.S. Department of Commerce), and/or any other applicable authority (collectively, "Trade Compliance Laws"). For clarity, Client is solely responsible for compliance with the Trade Compliance Laws in connection with Client's provision or procurement of goods and/or services to or from any party. Client represents and warrants that neither Client, nor or any party that owns or controls Client, is designated on any list of prohibited or restricted parties issued pursuant to any Trade Compliance Law.

8.15. Prohibited Uses. Client represents and warrants that it shall not use the Services in any manner, including but not limited to using the Services for transactions, relating to or involved in the following high-risk industries and businesses (collectively, the "Prohibited Uses"): (a) adult entertainment; (b) agencies recruiting foreign workers or recruitment of unskilled workers; (c) bonded warehouses including but not limited to wine merchants, and wholesale alcohol or drinks distribution; (d) cash intensive businesses including but not limited to pawnbrokers, cash for gold, cheque cashing, nail bars, antiques, second hand car sales, and collection agencies; (e) defense or military industry businesses or any business related to the armed forces or armed services; (f) development assistance including but not limited to development cooperation, technical assistance, international aid, overseas aid and foreign aid; (g) diamond and precious metal businesses including but not limited to jewelers and watch sales; (h) any and all digital currency, virtual currency, or cryptocurrency businesses; (i) any and all e-money services such as peer-to-peer transfers, digital wallets, or cyber money; (j) embassies, diplomatic missions, high commissions or consulates; (k) energy businesses including but not limited to carbon credits, renewable energy, energy development, and energy distribution; (l) financial services including but not limited to investment companies, pensions, securities, trusts, fund management, banking, credit unions, correspondent banking, payment services providers, and handling credit monies; (m) gambling businesses; (n) life science and experimental life science companies including but not limited to bioscience and animal testing; (o) natural resource companies involved in exploration and extraction; (p) money service businesses including but not limited to MSBs, bureau de change, money transmission, money remittance, cheque cashers, cheque encashment, and offshore companies; (q) pay day lending businesses including but not limited to pay day loan companies, short-term unsecured loans, and cash advance companies; (r) political parties, pressure groups, think tanks, advocacy groups, lobby groups, campaign groups, interest groups, special interest groups, and policy institutes; (s) private security firms, security contractors, security guard services, patrol services, bodyguards, guard dog services, parking security, and bouncers; (t)

unregistered charities and foundations; and (s) any other business prohibited by law.

8.16. **Affiliates.** When an Affiliate of Flywire is providing Services to Client, Section 2 (CONFIDENTIALITY), 6 (LIMITED WARRANTY/ INDEMNIFICATION), and 8 (GENERAL PROVISIONS) shall apply to such Affiliate of Flywire to the same extent that such Sections would apply to Flywire had such Services been performed directly by Flywire.

8.17. **Regulatory Amendments.** Notwithstanding Section 8.1, the Parties agree that Flywire may unilaterally amend the Agreement but only to the extent necessary to remain compliant with applicable laws and regulations (including but not limited to compliance with applicable financial and payment services regulation, anti-money laundering, and counter-terrorist financing laws and data protection), provided that that JMU reserves the right to review such changes to determine whether the change(s) impact our ability to continue the contract. Except where circumstances prevent advance notice, Flywire shall provide Client with not less than two weeks' notice prior to the unilateral changes coming into effect, which Flywire may provide electronically to Client.

8.18. **Terms of Use.** Flywire will provide certain disclosures, notices and Terms of Use to the End-User via Flywire's website (or other agreed upon means of distribution). End-Users will be required to agree to any applicable Flywire's Terms of Use prior to utilizing a Flywire platform.

8.19. **Dispute Resolution.** If Client has a complaint about the Services, Client should, in the first instance, contact Flywire by e-mail at support@Flywire.com or by post at the address as provided herein. Flywire will endeavor to resolve any problems as quickly as possible in accordance

with its complaints policy, a copy of which will be provided upon request. Before resorting to the courts, the Parties will use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to the Agreement or a breach of the Agreement. Only if negotiations fail to result in a settlement, the matter at the election of either Party may be submitted for resolution to a court of competent jurisdiction.

8.20. **FERPA (Family Educational Rights and Privacy Act):** Protection of Confidential Data: Contracted Service Provider shall agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR§ 99.33 (a)(2)). 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receives education record information from the institution may use the information, but only for the purposes for which the disclosure was made. The contractor shall demonstrate their quality control and adherence to these important requirements.

If Flywire will have access to the University's "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), Flywire acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and agrees to abide by the limitations and requirements imposed on school officials. Flywire will use the education records only for the purpose of fulfilling its duties under this Agreement for University's and its End Users' benefit and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

Flywire and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Client:

James Madison University

Signature: 

Name: Colleen Johnson

Title: Buyer Service

Date: 7/20/2022

Flywire:

Flywire Payments Corporation

Signature: 

Name: Peter Butterfield

Title: GC & CCO

Date: September 12, 2022

Exhibit A – Definitions

Whenever used in this Agreement, any Schedules, Exhibits, or Addenda to this Agreement, the following terms shall have the meaning ascribed to them below. Some defined terms may not be used depending on the Services provided under this Agreement. Other capitalized terms used in this Agreement are defined in the context in which they are used and shall have the meanings ascribed therein.

1. **Affiliate of Flywire** means an entity that is controlled by Flywire or controlled by an entity that also controls Flywire. “Control” means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity.
2. **Authorized Representative** means an individual who is older than 18 years of age and is authorized to book, negotiate, and conclude the terms of a Deal on behalf of Client.
3. **Billing Communication** means communications to End Users and Client Users (if applicable) on behalf of Client regarding invoices and accounts due, payment plans and other matters as specified by Client and utilizing Client Data.
4. **Chargeback** means the return of funds to the End-User, initiated by the End-User’s financial institution, as a reversal of a prior outbound transfer of funds, irrespective of the payment method chosen by the End-User or any applicable dispute mechanism associated with a payment method.
5. **Client Account** means the bank account(s) held by Flywire or by an Affiliate of Flywire for the benefit of and as agent of Client pursuant to the terms of this Agreement, in which funds received from End-Users are held pending settlement to an account designated by Client.
6. **Client Data** means all data or information provided by Client to Flywire in connection with the Services.
7. **Client User** means an individual who accesses and uses the FMS Service on behalf of Client in accordance with the terms of this Agreement.
8. **Collection Amount** means the amount of money collected from End-User and, where applicable, in the currency designated by End-User (“End-User Currency”).
9. **Commercial End-User** means a party that seeks to pay Client electronically via the Services for fees and charges that are not education-related. With the exception of the nature of the payment being made, which may result in limitations in the ability of Flywire entities to accept payments from Commercial End-Users, Commercial End-Users shall be deemed to be End-Users for the purposes of this Agreement.
10. **Consumer Finance Laws** means all applicable federal and state consumer finance laws and regulations, which may include, but are not limited to, the E-SIGN Act, CAN-SPAM Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, Fair Debt Collection Practices Act, and any other applicable laws and regulations of any jurisdiction (including, without limitation, jurisdictions in which End Users reside) regarding consumer protection; unfair, deceptive and abusive acts and practices; installment plans; the extension of credit; and debt collection.
11. **Data Protection Laws** means the General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”) and any associated regulations or instruments and any other data protection laws, regulations, regulatory requirements and codes of practice applicable to the provision of the Services, including national laws implementing this regulation, such as the UK General Data Protection Regulation (“UK GDPR”), the U.K. Data Protection Act 2018 (“DPA 2018”) and the Law on Legal Protection

of Personal Data of the Republic of Lithuania, each as may be amended from time to time.

12. **Deal** means a transaction entered into by anyone Flywire or Licensed Service Provider reasonably believes to be an authorized representative of Client requesting that specified amounts be sent to a Payee.
13. **Differential** means the Collection Amount minus the Funds.
14. **End-User** means a student, family member of a student or other third party that pays tuition and/or other educational-related fees and charges electronically via the Services.
15. **FMS Data** means all data and/or information provided by Flywire pursuant to the Flywire Managed Services.
16. **FMS Service Platform** means the website, computer networks, servers, APIs and other data and information provided or made available by Flywire to enable Client to establish payment plans with End Users.
17. **Funds** means the amount of money settled into an account designated by Client in the currency designated by Client (“Client Currency”).
18. **Intellectual Property Rights** means patents, utility models, rights in inventions, registered and unregistered design rights, copyrights, database rights and all other similar rights in any part of the world (including in know-how) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations, but excluding any rights in Trademarks.
19. **Licensed Service Provider** means the service provider(s) with the requisite licensing, registration, or other authorizations that Flywire or an Affiliate of Flywire has engaged to transmit payments from the jurisdiction in which Client is located to Payees.
20. **Payables Service Platform** means the website, computer networks, servers, APIs and other data and information provided or made available by Flywire and the Licensed Service Provider that Flywire has engaged to enable Client to make payments to Payees, including, but not limited to, payments that involve currency conversion.
21. **Payee** means a party to which Client transmits a payment electronically via the Payables Service Platform.
22. **Payment Information** means credit card, debit card and other payment information transmitted by End-Users to be processed by Provider or its vendors.
23. **Print Materials** means stock paper, envelopes, business forms, inserts and other raw materials necessary to produce and deliver printed Billing Communications.
24. **Services** means, to the extent added as a Service in the Schedules attached to this Agreement and without limitation, the Cross-Border Services, Flywire Managed Services, eStore Processing Service, Payables Service and/or any other Services that Flywire may provide to Client under this Agreement.
25. **Tax** means all forms of taxation, and shall include, but not be limited to, statutory, governmental, state, national, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and any penalty, fine, surcharge, interest, charges or costs relating thereto.
26. **Terms of Use** means the Terms of Use subject to which Flywire shall make its platforms available to End-Users, and pursuant to which they shall agree to utilize the Flywire platforms.
27. **Trademarks** means any names, trademarks, service marks, business names, company names, corporate names, logos, insignias, slogans, emblems, symbols, get-up, URLs or domain names.

Service Schedule – Cross-Border Services

1. Description of Cross-Border Services.

- (a) Flywire or an Affiliate of Flywire shall provide Client with the Cross-Border Services during the term of this Agreement. The Cross-Border Services consist of:
 - i. an acquiring service that enables End-Users to send Funds to Client,
 - ii. a foreign exchange service that enables Client to receive Funds in its local currency using a rate based on quotes from industry standard sources, and
 - iii. ancillary services to support the acquiring service including but not limited to:
 1. an online portal to facilitate payments (“Online Portal”), and
 2. an online account updated at least daily detailing the fund transfers to Client including identification of the End-User and the amount transferred.
- (b) Flywire or an Affiliate of Flywire will enable the End-User to elect how the Collection Amount will be collected in the country of origin via a End-User initiated bank transfer or by another means of payment. Flywire or an Affiliate of Flywire will receive the Collection Amount into a Client Account maintained by Flywire or an Affiliate of Flywire as an agent of Client. Flywire will thereafter deposit the Funds collected from the End-Users as soon as operationally feasible into an account designated by Client via a bank transfer or another method agreed with Client. With respect to Funds already received and processed, Flywire will issue disbursements to Client each business day, unless otherwise agreed.
- (c) In connection with the Services, Flywire will also:
 - i. provide information to Client necessary to allow Client to facilitate the reconciliation and identification of payments based on information requested by Client from the End-User,
 - ii. make available customer support personnel via telephone and via its web site for any questions or issues raised by Client or its End-Users, and
 - iii. provide a transaction receipt to the End-User, which states that such transaction receipt evidences that final payment has been made to Client.
- (d) Client acknowledges and agrees that: (i) payments processed through the Services are transactions between the End-User and Client and not with Flywire, (ii) Flywire is a third-party service provider and is not a party to any payment processed through the Services, (iii) Flywire does not control whether an End-User will, and is not responsible if an End-User does not, complete a payment initiated through the Services, and (iv) certain payment methods that are available to End-Users may not be available to Commercial End-Users and that Flywire Group entities may not be able to process payments from Commercial End-Users in all markets in which it processes payments from End-Users.
- (e) Flywire will only issue a refund once a refund is initiated by Client and funds are in Flywire’s control or received from Client. If an End-User requests a refund of the funds or a cancellation of the underlying service (for example, but not limited to, payments for tuition, medical, or commercial services), Flywire will not be responsible for making those funds available if they have been already settled to a Client designated account by Flywire or are beyond Flywire’s control and are in the process of being deposited into a Client designated account by a third party. In the event Client and the End-User issue contradictory instructions or requests to Flywire, Client’s instructions will prevail, and Client shall be responsible for any and all losses, costs and expenses (including reasonable attorneys’ fees) as a result of complying with Client’s instructions.

2. Client Obligations for Cross-Border Services.

- (a) Client will communicate with End-Users about the use of Flywire as a payment method by displaying Flywire as a payment method in the links from Client websites or by instructing End-Users to directly enter a Flywire dedicated website (which may be hosted or sponsored by a Flywire partner) and selecting Client as the recipient. Client and Flywire may use other mechanisms mutually considered appropriate to further the adoption and use of the Services.
- (b) To the extent required to enable Flywire to comply with applicable law (including but not limited to anti-money laundering (“AML”) and counter-terrorist financing laws, Client agrees to provide all information and documentation in its possession on an individual End-User and on itself reasonably requested by Flywire.

3. End-User Obligations for Cross-Border Services. The End-User’s payment obligation to Client (with regard to the amount of the Funds) will be considered completed and discharged at the time Flywire receives the Collection Amount from the End-User’s payment service provider.

4. Agency Relationship between Client and Affiliates of Flywire.

- (a) Client agrees that the Cross-Border Services or any portion thereof as determined by Flywire may be performed by an Affiliate of Flywire as an agent of Client. At the request of Flywire, Client agrees to appoint an Affiliate of Flywire (as specified by Flywire) as its agent for the purposes of the Agreement and to take any action or execute any agreement specified by Flywire in order to validly create the agency. Flywire shall be responsible for the acts of its Affiliates.
- (b) Client further agrees that crediting Funds to an account maintained by an Affiliate of Flywire as an agent of Client shall constitute transfer of Funds to Client by End-User.
- (c) Client acknowledges that if Flywire processes debit or credit card transactions pursuant to this Agreement, such card transactions may be processed by an Affiliate of Flywire and the Affiliate of Flywire shall be designated as the merchant of record, as the agent of Client for the purpose of processing the card transactions.

5. Fees for Cross-Border Services.

- (a) Except as set forth in Section 6(b) and 6(d) of this Service Schedule, the Cross-Border Services shall be provided to Client without charge. Client acknowledges and agrees that Flywire's compensation for this service will be included in the amount quoted to the End-User and any interest on funds held in the Client Account or other earnings or compensation with respect to a payment transaction processed through the Cross-Border Services are the property of Flywire in consideration for providing the Cross-Border Services to Client, and Client waives any claim or right to such funds.
- (b) Differential. Flywire shall be entitled to keep the Differential. Flywire shall be entitled to set the Collection Amount so the Differential has a positive value. The Differential will consist of: (i) a foreign exchange component that will be dependent on the applicable foreign exchange rates and commissions for the conversion of the End-User Currency into the Client Currency; and/or (ii) a payment acceptance component ("Payment Acceptance Component") that will be dependent on the cost of accepting the means of payment chosen by the End-User.
- (c) Disclosure. Flywire shall disclose to End-User: (i) the Collection Amount; and (ii) the Payment Acceptance Component (if any), prior to End-User's payment via the Online Portal. Flywire shall disclose to Client: (i) the payment transaction reference; (ii) the Collection Amount; and (iii) the Funds.
- (d) Refunds. Flywire does not charge Client any fees to refund a payment to the End-User; however, the fees (if any) applied to the original payment are not returned to Client.
- (e) Additional Payment Services. Where applicable, any additional payment services and their associated charges will be set out in a separate schedule to this Agreement.
- (f) Ancillary Services. To the extent this Agreement is signed with Flywire Payments Corporation, Flywire Healthcare Corporation, or Flywire Canada, Inc., this section 6(f) shall not apply. To the extent this Agreement is signed with Flywire Payments Limited, the ancillary services referred to in Section 1(a)(iii) shall not be deemed payment services under the Payment Services Regulations 2017 ("PSR"). Where ancillary services shall be provided at additional cost to Client, the pricing will be set out in a separate Schedule to this Agreement. To the extent this Agreement is signed with Flywire Europe UAB, the ancillary services referred to in Section 1(a)(iii) shall not be deemed payment services under PSD2 and/or the Lithuanian law on Payments. Where ancillary services shall be provided at additional cost to Client, the pricing will be set out in a separate Schedule to this Agreement.

Service Schedule – Flywire Managed Services

1. **Description of Flywire Managed Services.** Subject to the terms of this Agreement, Flywire shall utilize its proprietary software and technology, including, as applicable, its FMS Service Platform, to customize as necessary and implement a system utilizing Client Data to provide the following services (the “Flywire Managed Services” or “FMS Service”):
 - **Communications Hub** – produce and send unlimited Client-branded emails and customized Banner messages on behalf of Client Users to End Users, and, if applicable, to other Client consumers.
 - **Payment Plans** – allows Client Users to offer automated payment plans with a set number of payments, as defined by the Client, to End Users to spread the cost of tuition and other education-related fees owed to the Client. End Users can also set up recurring payments and extend access to authorized users designated by the student account owner.
 - **A/R Collect** – allows Client Users to offer automated payment plans with a set number of payments, as defined by the Client, to End Users to spread the cost of past-due receivables owed to the Client. *Flywire’s software merely provides infrastructure through which original creditors engage in collection activities to collect their own claims. Flywire does not directly nor indirectly collect claims owed to Clients.* Payments can be made by ACH, credit card or debit card. End-Users can also set up recurring payments and extend access to authorized users designated by the student account owner.
 - **PreCollect** allows an End-User with a past-due balance to spread repayment over time. The Client defines the length of the plans available to the End-User.
 - **Internal Collections** acts as the central work hub for Client Users who are responsible for reaching out to End-Users with a past-due balance in order to get End-Users on a payment plan.
 - **Domestic Payments** – provide an online payment portal(s) and reconciliation dashboard to capture, track, and reconcile incoming online bill payments sent in the same currency as Client’s settlement currency.
 - **ACH Gateway**
 - **Merchant Services** for credit/debit card transactions

Flywire grants to Client and its Client Users a limited, non-exclusive right during the term of this Agreement to access and use the Flywire Managed Services in the manner permitted by this Agreement and the Terms of Use. No rights are granted to Client or its Client Users other than those expressly set forth in this Agreement. Notwithstanding anything in this Agreement to the contrary, Client may not with respect to the Flywire Managed Services: (A) allow access or use by anyone other than its Client Users and End Users; (B) send information on behalf of a third party; (C) store or transmit material that is infringing, libelous, otherwise unlawful or tortious, or that violates third party privacy rights; (D) provide identification, password, or other information of its Client Users or its End Users to any service that, as determined by Flywire in its sole discretion, scrapes, crawls, data-mines, or otherwise uses such information; (E) interfere with or disrupt the integrity or performance thereof or any or third party data contained therein; (F) attempt to gain unauthorized access; (G) store or transmit any malicious code (e.g. time bomb, automatic shut-down, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door); (H) through the Flywire Managed Services, post or distribute any updates, advertisements, or other information or send any information that denigrates, or discourages use of the Flywire Managed Services, or promotes or solicits the use of services that are an alternative to or compete with the Flywire Managed Services (whether Client’s or a third party’s); (I) reproduce, reverse engineer, distribute, publish, transmit, modify, adapt, translate, sell, resell, rent, lease, license, or otherwise commercially exploit them or any part thereof; (J) copy, frame, or mirror any part or content thereof (other than copying or framing on Client’s own internal networks or otherwise for Client’s own internal business purposes); or (K) access it in order to build a competitive product or service or copy any features, functions, or graphics thereof.

2. **Material Inventory.** If Flywire provides Printed Materials, Flywire shall purchase and warehouse Print Materials in quantities reasonably necessary to meet Client’s requirements hereunder, but not in excess of a six (6) month’s supply without Client’s prior written consent. Upon termination of this Agreement for any reason, upon Client’s direction, and at Client’s sole cost and expense, Flywire shall deliver any Print Materials remaining in inventory to a location reasonably designated by Client.
3. **Billing Communications.** Flywire shall process billing-related Client Data received from Client in electronic format, subject to such specifications as the Parties shall agree from time to time, provided that any change to the format in which Client transmits such data shall be submitted to Flywire in writing and subject to Flywire’s prior written approval. Flywire shall not be responsible for any delays resulting from Client’s failure to submit data in the specified format. In the event Flywire is unable to process any data received from Client in the specified format, Flywire shall notify Client within twelve (12) business hours and shall use commercially reasonable efforts to resolve any such rejected data as soon as reasonably practicable. Subject to the foregoing, Flywire shall process such Client Data and produce and deliver (or make accessible) Billing Communications to End Users and, if applicable, Client Users, and if applicable, other Client consumers, either electronically or in printed form by regular mail, as the case may be. For the avoidance of doubt, the Flywire Managed Services shall include only electronic Billing Communications unless Client has directed Flywire in writing to provide printed Billing Communications
4. **Flywire Obligations Regarding the Flywire Managed Services.** Flywire agrees that it is solely responsible for: (i) the accuracy, quality, integrity, and legality of FMS Data; (ii) using commercially reasonable efforts to prevent unauthorized access to or use of the Flywire Managed Services, (iii) providing the Flywire Managed Services in accordance with the terms of this Agreement; and (iv) complying with applicable laws and regulations with respect to its provision of the Flywire Managed Services to Client, its Client Users and End Users, except to the extent Flywire acts pursuant to the direction of, or relies on approval from Client, including, for example, with respect to the methodology for calculating “annual percentage rate” and the presentation of disclosures pursuant to the Truth In Lending Act of 1968, as amended.
5. **Account Security.** End Users may have a unique username and password which shall be provided to Flywire either by End Users during the registration process or by Client. Client shall maintain the security of the usernames and passwords it provides to Flywire. Client will promptly notify Flywire if Client discovers or otherwise suspects any security breaches with respect to its End Users, including any unauthorized use or disclosure of a username or password. Client understands that any person with the usernames and passwords of its End Users may be able to access the Flywire Managed Services, including Client Data and other Confidential Information.

6. **Client's Obligations Regarding the Flywire Managed Services.** Client agrees that it is solely responsible for: (i) its compliance with the terms of this Agreement and all actions and omissions of Client, under this Agreement; (ii) transmission of Client Data to Flywire in the agreed upon electronic format; (iii) the accuracy, quality, integrity, and legality of Client Data; and (iv) complying with all applicable laws and regulations, including but not limited to the Consumer Finance Laws, with respect to its use of the Flywire Managed Services (collectively, the "Consumer Protection Obligations"). In the event Flywire defers to Client's instructions, and such act or omissions breaches a Consumer Protection Obligation, Client shall be responsible for any all third party claims, including claims from End-Users, regulators or other authorities that arise in connection therewith.
7. **Flywire Managed Services Payment Terms.** Client shall pay all fees for the Flywire Managed Services in accordance with this Agreement and the Fees & Billing Schedule – Flywire Managed Services attached hereto. Fees are quoted and payable in United States dollars. Other than in the event of a termination for cause by Client, there are no refunds or credits for partial billing periods. Except for items otherwise specified on the Fees & Billing Schedule, amounts payable to Flywire for the Flywire Managed Services under this Agreement are due thirty (30) days after invoicing.
8. **Client Warranties.** Client represents and warrants that (i) to the best of Client's knowledge, all parties to payment plans that it enters into using the FMS Service Platform have legal capacity to contract and that each payment plan is and will continue to be legally enforceable against each End User, as applicable; (ii) each Client User is 18 years old or older; (iii) the information that Client provides to Flywire through the FMS Service Platform is true to the best of Client's knowledge and was obtained by Client from the End User, it being expressly understood and agreed that Client is responsible for training its staff to ensure all information is true and accurate; (iv) before and at closing and in connection with any payment plans into which it enters through the FMS Service Platform, Client has complied with all applicable law, including applicable Consumer Finance Laws; and (v) each End User has been furnished with a completed copy of their payment plan, including all disclosures and notices to comply with applicable Consumer Finance Laws, prior the execution thereof.

Fees & Billing Schedule – Flywire Managed Services

Student Account Services/Education Payments – PAID BY SCHOOL

Item	Annual Subscription Fee	Transaction Description/Other	Transaction Cost
Communications Hub <i>School branded emails and text alerts</i>	Included		
<input checked="" type="checkbox"/> Payment Plans <input checked="" type="checkbox"/> Traditional <input checked="" type="checkbox"/> On-Demand <input type="checkbox"/> International	\$6,000/year	<i>Payment Methods Offered:</i> <input checked="" type="checkbox"/> ACH (see ACH Gateway) <input checked="" type="checkbox"/> Credit/Debit: <input type="checkbox"/> School pays fee <input checked="" type="checkbox"/> Service fee paid by Student (See Merchant Services below.) <input type="checkbox"/> Flywire's Global Collection Network	
<input checked="" type="checkbox"/> ACH Gateway <i>Includes NACHA account validation protection</i>	Included	ACH Transaction Fee ACH Administrative Returned Item Fee	\$0.15/transaction \$3.00/each
Total Annual Subscription	\$6,000/year		

Student Account Services/Education Payments – PAID BY STUDENT/END-USER

Item	Description	Transaction Cost
<input checked="" type="checkbox"/> Domestic Payments	ACH Insufficient Funds Fee	\$25.00/each
<input checked="" type="checkbox"/> Merchant Services <i>Client will utilize Flywire as merchant processor or open an account with Flywire's preferred merchant services processor to apply a service fee charge for credit/debit transactions.</i>	Credit/Debit Cards: Service Fee Model	2.75%
<input checked="" type="checkbox"/> Payment Plans: School can increase to receive rebate	Flywire Portion School Portion (remitted to School by Flywire) Total Enrollment Fee paid by Student (collected by Flywire)	\$30.00/enrollment \$00.00/enrollment \$30.00/enrollment

A/R Collect Services/Pre-Collection & Past Due Services – PAID BY SCHOOL

Item	Annual Subscription Fee	Transaction Description/Other	Transaction Cost
Communications Hub <i>School branded emails and text alerts</i>	Included		
<input checked="" type="checkbox"/> A/R Collect <input checked="" type="checkbox"/> Pre-Collections and Internal Collector	\$6,000/year		
<input checked="" type="checkbox"/> ACH Gateway <i>Includes NACHA account validation protection</i>	Included	ACH Transaction Fee ACH Administrative Returned Item Fee	\$0.15/transaction \$3.00/each
Total Annual Subscription	\$6,000/year		

A/R Collect Services/Pre-Collection & Past Due Services – PAID BY STUDENT/END-USER

Item	Description	Transaction Cost
<input checked="" type="checkbox"/> Domestic Payments	ACH Insufficient Funds Fee	\$25.00/each
<input checked="" type="checkbox"/> Merchant Services <i>Client will utilize Flywire as merchant processor or open an account with Flywire's preferred merchant services processor to apply a service fee charge for credit/debit transactions.</i>	Credit/Debit Cards: Service Fee Model	2.75%
<input checked="" type="checkbox"/> A/R Collect Payment Plan Enrollment Fee <i>School can increase to receive rebate</i>	Flywire Portion School Portion (remitted to School by Flywire) Total Enrollment Fee paid by Student (collected by Flywire)	\$30.00/enrollment \$00.00/enrollment \$30.00/enrollment

Pertaining to all Flywire Modules:

- School staff training and system updates are provided at no charge during and post-implementation to ensure effective usage.
- A *Statement of Work* is prepared for School review/approval detailing any custom development requests that are outside of the standard product/service upgrades or enhancements. After the first five hours, custom development is available at \$150.00/hour.

**COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**

AGENCY NAME: James Madison University

CONTRACTOR NAME: Flywire Payment Corporation

DATE: September 2, 2022

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract. In the event that the Contractor enters into terms of use agreements or other agreements of understanding with University employees (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

The Contractor represents and warrants that it is a corporation authorized to do in Virginia the business provided for in this contract.

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed Purchase Order Amounts; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to James Madison University. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.


The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following paragraphs 1 through 18 shall have any effect or be enforceable against the Commonwealth:

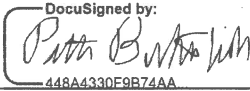
1. **Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;**
2. **Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;**
3. **Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;**
4. **Requiring the Commonwealth to indemnify or to hold harmless the Contractor for any act or omission;**
5. **Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment;**
6. **Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;**
7. **Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;**
8. **Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;**

9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth;
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth.
17. Requiring the "confidentiality" of the agreement, in whole or part, without (i) invoking the protection of Section 2.2-4342F of the Code of Virginia in writing prior to signing the agreement (ii) identifying the data or other materials to be protected, and (iii) stating the reasons why protection is necessary.
18. Requiring the Commonwealth to reimburse for travel and living expenses in excess of the agency policy located at <https://www.jmu.edu/financemanual/procedures/4215mie.shtml>

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

AGENCY by 
Title Buyer Senior
Printed Name Calleen Johnson

CONTRACTOR by 
448A4330F9B74AA
Title GC & CCO
Printed Name Peter Butterfield

April 2017