FINANCIAL AID SOFTWARE AND SERVICE AGREEMENT

This agreement hereby referred to as ("Contract") describes the relationship between Campus Ivy, LLC located in Pompano Beach, Florida ("Campus Ivy") and the Customer identified below ("Customer"), each hereby referred to as "Party", and together they represent the "Parties".

Contract Effective Date: 7/1/2020

Student Cap: N/A

Customer Name:

Midwives College of Utah	Campus Ivy
1174 EAST GRAYSTONE WAY STE 2	1180 SW 36th Ave # 104
SALT LAKE CITY, UT 84106-2671	Pompano Beach, FL 33069
(801) 649-5230	844 848-5332
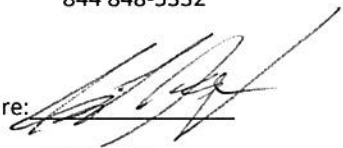
Signature:	Signature:
Name: KRISTI RIDD-YOUNG	Name: Cid Yousefi
Title: President, CEO	Title: President/ CEO
Date: 2/10/2020	Date: 2/10/2020
president@midwifery.edu	Email: cidy@campusivy.com

TERMS AND CONDITIONS

1. **Definitions.**

    a. **"Student Count"** means total number of students processed for financial aid by Campus Ivy in a calendar year, ending on December 31st.

    b. **"Financial Aid Processing"** means calculating financial aid award amounts, scheduling disbursements, and funds drawdown to Customer Title4 account.

    c. **"Software"** means all the software systems and applications sold as standalone product or used by Campus Ivy for Financial Aid Processing.

    d. **"Import Template"** means the Campus Ivy import file (in Excel) that Campus Ivy uses to update its student database. Customer agrees to create the Import Template using its own student data once during the configuration, and at a minimum once a week thereafter.

2. **Pricing and Description of Services.** Pricing details are outlined in Exhibit A.

    a. If it becomes necessary for Campus Ivy to increase pricing for its services and products to adjust for inflation and other related costs, Customer will be notified 30 days prior to the introduction of any new pricing. Such price changes may not occur more than once per year, and with the current discount level applied.

    b. Campus Ivy will notify Customer in writing when Student Count reaches or exceeds Student Cap, and prior to increasing Student Cap and the related fees.

3. **Provisions as outlined in the regulations 34 C.F.R § 668.25(c).** Campus Ivy agrees to the following:

    a. Comply with all statutory and regulatory provisions applicable to the Title IV functions provided by Campus Ivy. Campus Ivy agrees to abide with any special arrangements, agreements, limitations, suspensions, and terminations that apply to the Customer under Title IV of the HEA. This includes the requirement to use any funds that Campus Ivy administers under any Title IV, HEA programs and any interest or other earnings solely for the purposes of that program.

    b. Be jointly and severally liable with Customer to the Secretary for any violation of Title IV, HEA requirements resulting from the specific functions performed by Campus Ivy (34 C.F.R § 668.25(c)(3), as outlined in Exhibit B.

    c. Confirm the eligibility of a student before disbursing Title IV, HEA funds to a student and to calculate and return any unearned Title IV, HEA funds in accordance with the provisions of 34 C.F.R §§ 668.21, 668.22 when Campus Ivy is involved in the process of disbursing Title IV, HEA funds.

    d. Return to Customer all records and Title IV funds in Campus Ivy's possession pertaining to Customer's participation in the program or programs, if Campus Ivy or Customer terminates the contract, or if Campus Ivy stops providing services for the administration of a Title IV program, or Campus Ivy files a petition under the Bankruptcy code (34 C.F.R § 668.25(c)(5).

    e. In compliance with FTC requirements, Campus Ivy will maintain comprehensive information security program to safeguard all student data, including PII.

    f. Comply with FERPA requirements governing the use and redisclosure of Personally Identifiable Information (PII) from education records.

    g. Report to the Office of Inspector General (OIG) of the Department any information indicating there is reasonable cause to believe that the Customer or an applicant for Title IV, HEA funds might have engaged in fraud or other criminal misconduct (34 C.F.R § 668.25(c)(2).

4. **Customer Responsibilities.**
   a. Comply with all statutory and regulatory provisions of the HEA (Title IV).
   b. Customer shall use all commercially reasonable best efforts to assist Campus Ivy in the setup and configuration of the Software.
   c. Customer shall provide Campus Ivy accurate and timely update of necessary financial aid data from its Student Information System uploaded electronically to Campus Ivy Software.
   d. Customer will take all commercially reasonable efforts to prevent unauthorized use of the Software, including granting access to unauthorized users.
   e. Customer will not use the Software for any purposes beyond the scope of this Contract, and Customer will not decompile, reverse engineer or otherwise attempt to obtain the source code through other means.
   f. Customer will not resell the Software by itself or packaged with any other application provided by a third party or developed by Customer.

5. **Campus Ivy Responsibilities.**
   a. Provide services as outlined in Exhibit A and Exhibit B.
   b. Take all commercially reasonable measures to protect customer data, including performing routine backup.
   c. Make Software available to Customer with 99% availability. Software availability shall mean the Customer is able to access Software 99% of time attempted in a calendar month.

6. **Confidential Information.** Both parties shall maintain in strict confidence, and not disclose or distribute to any third person any Confidential Information of the other party. "Confidential Information" shall collectively refer to all non-public information or material disclosed or provided by one party to the other, either orally or in writing, or obtained by the recipient party from a third party or any other source, concerning any aspect of the business or affairs of the other party, including without limitation any education records as that term is defined in 34 C.F.R. 99... Either party may mark any information it discloses pursuant to this Agreement as confidential. Information marked confidential shall be deemed "Confidential Information." Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of the recipient party, (ii) was already in the recipient party's possession or known to the recipient party prior to being disclosed or provided to the recipient party by or on behalf of the other party, provided, that, the source of such information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect thereto, (iii) was or is obtained by the recipient party from a third party, provided, that, such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to the non-disclosing party or any other party with respect to such information or material, or (iv) is independently developed by the recipient party without reference to the Confidential Information.

7. **Payments.** Campus Ivy will invoice the Customer (via mail or email) for its services starting with the Contract Effective Date. The invoices are due 15 days from the invoice date. If payment is not received by the due date, a late payment fee equal to the greater of $35 or 2% of the invoice amount will be assessed each month. Accounts that are past due for more than 60 days will be subject to interruption of service.

8. **Contract Term and Renewal.** This contract is effective as of the Contract Effective Date and shall remain in effect for twelve months (Initial Term). After the Initial Term, this Contract will automatically renew on December 31st (Renewal Date) for an additional twelve-month term. Either

party may terminate this Contract with a 90-day written notice before the Renewal Date. In the event Customer cancels this contract with a 90-day written notice a) prior to the Initial Term; b) with an effective date prior to the Renewal Date, Customer agrees to pay Campus Ivy on a monthly basis the average of monthly fees (calculated by averaging the invoices for prior twelve months) through the Renewal Date.

9. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST REVENUE, LOSS OF PROFIT AND/ OR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER ARISING (WHETHER OR NOT ARISING OUT OF THE NEGLIGENCE OF CAMPUS IVY OR CUSTOMER, OR THEIR RESPECTIVE EMPLOYEES) IN CONNECTION WITH THE SUBJECT MATTER OF THE CONTRACT, PURSUANT TO ANY CLAIM IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR THEIR THEORY. THE TOTAL LIABILITY OF CAMPUS IVY SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER TO CAMPUS IVY UNDER THIS CONTRACT FOR SIX MONTHS PRIOR TO THE TERMINATION OF THIS CONTRACT.

10. **Indemnification.** Customer agrees to defend, indemnify and hold harmless Campus Ivy and its officers, and employees, from and against any claims (including reasonable attorney fees) arising out of or relating to a) Customer's breach of any of the terms of this Contract; b) any gross negligence or willful misconduct by Customer, or any of its employees; or c) the Customer Marks. Campus Ivy agrees to defend, indemnify and hold harmless Customer and its officers, and employees, from and against any claims (including reasonable attorney fees) arising out of or relating to a) Campus Ivy's breach of any of the terms of this Contract; b) any gross negligence or willful misconduct by Campus Ivy, or any of its employees.

11. **Effect of Termination.** upon termination of the Contract, Customer will (a) immediately discontinue all use of the Software; (b) promptly pay all outstanding invoices under this Agreement. Campus Ivy will (a) upon Customer's request, create a backup copy of the database for Customer within 72 hours after the termination of this Agreement; (b) only retain Customer data that is required by Internal Revenue Services or Department of Education.

12. **Entire Agreement.** The terms and conditions herein contained, including all Exhibits hereto, constitute the entire agreement between the Parties with respect to the subject matter of this Contract and supersede any previous and contemporaneous Contracts and understandings, whether oral or written, between the Parties hereto with respect to the subject matter hereof. There are no other Contracts, understandings, representations, or promises between the parties with respect to the subject matter of this Contract.

13. **JURISDICTION; APPLICABLE LAW**
    a. **Choice of Forum.** The parties hereby submit to the jurisdiction of, and waive any venue objections against, the appropriate United States District Court in any litigation arising out of the Contract. Venue shall be Broward County, Ft Lauderdale, Florida
    b. **Governing Law.** This Contract will be governed by and construed under the laws of the United States and the State of Florida, without regard to choice of law provisions.

14. **No Third Party Beneficiaries.** Both Parties agree that the covenant set forth in this Contract are intended solely for the benefit of the parties and permitted assigns. Nothing herein, is intended to create any third party beneficiary rights, other than the Parties, to enforce any provision of this Contract.

15. **Force majeure.** Except with respect to payment obligations, if the performance of this Contract or any obligations hereunder is prevented, or interfered with by reason of acts of God, acts of an governmental authority, riot, revolution, fires, or war, or other cause beyond the reasonable control of the Parties hereto, the party so effected will be excused from such performance until such Force Majeure is removed, provided that the party so affected will use its best efforts to avoid or remove

such causes of non-performance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

16. **Counterparts.** This Contract may be executed in one or more counterparts, including facsimiles, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument

17. **Notices.** All notices required by or relating to this Contract shall be in writing and sent via email or certified mail to the other party at their respective addresses listed in the preamble to this Contract.

EXHIBIT A: FEES AND DESCRIPTION OF SERVICES

The following is a summary of the selected services and fees, as explained in more detail under Description of Services for each selected service:

Service	Service Type/ Level	Frequency	
CI – Financial Aid Processing	Pell & Direct Loans processing Services	Monthly	$200 and $26 for Pell after 10; $19 per Direct Loan
CI – Financial Aid Processing	Unlimited Document Management and Storage	Monthly	$90
CI – Financial Aid Processing	SAIG Gateway, Mobile platform, Cloud computing	Monthly	$63
CI – Financial Aid Processing	100% Student File Review	Included	Included
CI – Financial Aid Processing	Compliance Support, assigned FA representative	Included	Included
CI – Financial Aid Processing	Student Portal for document collection + document storage	Included	Included
CI - Verification	ISIR Triggers, Mobile Supported Document Collection, Student Notification, Verification, Award Letters	Included	Included
CI – Financial Aid Processing	System Training	Initial Training Included	Additional Training Billed at $75 per hour
CI – Professional Services	Configuration and Implementation, including rebuilding database with COD records: 4 hours of 3rd party integration; 4 hours of program setup. Additional OPEID setup will be billed at $500 per OPEID.	One-Time	$500
Optional Services			
CI – Professional Services	Site visits, Program Review, Policy & Procedure Manual, training	Project based	
CI – Professional Services	R2T4 full service: process drops, calculation and submittal.	Monthly	$25 per student
CI – Professional Services	FSEOG, FWS	Monthly	$95 per month plus $26 per student for each service

Description of Services - Campus IVY will perform some or all of the following tasks depending on the services selected in Exhibit A.

A. **CI – Financial Aid Processing**
1. Import of all Customer Student Information Record - student activity data stored in the Customer's Student Information System (SIS).
2. Connect with CPS and import Customer ISIR files and match up with student records in Campus Ivy
3. Calculate award amounts for Federal Pell Grants and Federal Direct Loans, using valid ISIRs.
4. Determine disbursement schedule for Federal Direct Loan and Federal Pell Grant
5. Create Common Origination & Disbursement (COD) export files and upload them to the US Department of Education COD database.
6. Import of all COD, COD Response and CPS files. Work COD Rejects daily.
7. Provide Customer with timely reporting of COD rejects for resolution
8. Provide Customer with detail disbursement amounts for each Roster Batch to facilitate the Customer's accurate recording of G5 drawdowns within their SIS.
9. File provided to facilitate timely updates of the Customer's Student Information System (SIS).
10. 2nd Review of all R2T4 calculations performed by the Customer
11. Monthly Reconciliation of COD with Customer data in Campus Ivy system. Using Campus Ivy Reconciliation system, Customer may reconcile Customer SIS with COD. Monthly reconciliation reports are stored in Campus Ivy system.
12. Email Disbursement and Refund Notifications
13. Customer will be assigned a Campus Ivy financial aid representative, available via phone and email.
14. Review Aid Eligibility.
    a. Review and validation of financial aid documents scanned by the Customer
    b. Review estimated Award letter created by Customer using Campus Ivy automated system or manually using external tools.

B. **CI – Verification/C Code Processing**
1. Email Notifications will be sent to students with flagged ISIRs
2. Required documents automatically get queued up for collection
3. Documents will be 2nd reviewed; ISIR corrections made
4. Student Verification flag updates sent to COD through automation
5. Update CPS for V4 and V5

C. **CI – Professional Services**

1. Program Review preparation: assist Customer with responding to the announcement letter, file review preparation, preparation for the Entrance & Exit Conferences, staff preparation and the Customer's response to the Program Review Report.
2. Annual Title IV compliance audit: assist with policies and procedures and conduct sample audit of financial aid and academic student files to highlight areas needing improvement.
3. Professional Judgment review
4. Performing Return to Title IV Calculation plus performing a 2nd Review, and submittal
5. NSLDS Enrollment Update Reporting
6. Financial Aid Policy and Procedure Manual development
7. Financial Aid Staff training on Packaging/File review
8. Financial Aid Staff training on Professional Judgment
9. Financial Aid Staff training on Disbursement and COD Processing
10. Financial Aid Staff Training on Verification / C Codes
11. Financial Aid Staff training on Return to Title IV calculation

Exhibit B – Areas of responsibilities

List of Responsibilities	Campus Ivy	Customer	Both
Student Completes FAFSA		√	
Financial Aid Packaging		√	
Financial Aid Document Collection		√	
Financial Aid Document Review (100% of Files)	√		
ISIR Imports	√		
ISIR Review			√
ISIR Corrections	√		
Verification	√		
Award Eligibility Calculation		√	
Award Eligibility Calculation Review	√		
Award Letter Generation and Distribution		√	
FSA Funds Origination and Disbursement	√		
Disbursement and Refund Notifications	√		
Refund Policy		√	
Policies & Procedures Review	√		
R2T4 Calculations *1	√	√	
R2T4 Calculations Review	√		
Credit Balance Processing		√	
NSLDS Enrollment Updates Submission (if contracted)	√		
GE Updates Submission (if contracted)	√		
FSEOG Processing (if contracted)	√		
FWS Processing (if contracted)	√		
G5 & COD Reconciliation, and Quarterly Audit *2	√	√	
Federal Bank Reconciliation	√		

*1 – Campus Iv is responsible, if contracted. Otherwise Customer is responsible

*2 – Campus Ivy performs monthly reconciliation of G5 and COD against Customer data in Campus Ivy Core system. Customer uses Campus Ivy Reconciliation program to reconcile COD against its Student Information System.