



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 **Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas**, a public institution of higher education located at College Station, Texas (“Client” or “Texas A&M”). Texas A&M and Flywire may be individually referred to as “Party” or collectively referred to as “Parties.” The resultant pricing and terms and conditions of this Agreement may be utilized by other members of The Texas A&M University System if set forth in a written agreement incorporating these terms.

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. SERVICES

2.1. *Services Provided.* Flywire shall provide Client with those Services set forth in the attached Schedule(s) during the Term of this Agreement.

2.2. *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, discontinue or suspend any of the payment methods 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. Flywire may take such action upon 30 days advance notice. For the avoidance of doubt, a change to a payment method does not constitute a Change of Service as set forth under this Section 2.2 and shall not require a Change Request notification or prior notice period.

2.3. *Staffing, Designated Contact and Cooperation.* Flywire shall, subject to Section 10.9, 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 and access as Flywire may reasonably request, and will fulfill its responsibilities as set forth in this Agreement.

2.4. *Suspension of Services.* Flywire may, with or without prior notice to Client, immediately suspend Client’s access and use of the Services if and when: (i) Client breaches this Agreement; or (ii) Client or its Payers use or attempt to use the Services in any manner that does not comply with this Agreement, or (iii) Flywire believes suspicious activity has occurred in connection with

Client’s or its Payers’ use of the Services. Flywire will promptly notify Client of any such suspension and may in Flywire’s sole discretion, provide Client with an opportunity to cure the issue which resulted in suspension and reinstate Client’s access to the Services. Flywire’s suspension of Client’s account does not limit Flywire’s right to terminate this Agreement pursuant to the terms herein

3. PAYMENTS

Any fees or payments for Services provided by Flywire hereunder shall be set forth in the applicable fees & billing tables associated with each Service Schedule.

4. TAXES

Client agrees that Client is responsible for determining what, if any, Taxes apply to the payments that Flywire collects on Client’s behalf under this Agreement and that Flywire is not responsible for determining whether any Taxes apply to such payments, or for calculating, collecting, reporting or remitting Taxes arising from any such payment. Client acknowledges that Client is responsible for consulting its own tax advisor as to the Tax consequences associated with receiving payments from Payers via the Services. Unless otherwise stated, Client shall be responsible for all taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, or federal jurisdiction (but, excluding taxes based on Flywire’s income, property or employees) (collectively, “Taxes”). If Flywire has the legal obligation to pay or collect the foregoing Taxes, the appropriate amount shall be paid by Client, unless Client provides Flywire with a valid tax exemption certificate authorized by the appropriate taxing authority. As an agency of the State of Texas, Texas A&M is exempt from all Federal Excise Taxes. Texas A&M is exempt from state and municipal sales taxes under Texas Tax Code, Chapters 151 and 321, *et. seq.*, for all purchases made for the exclusive use of Texas A&M. Texas A&M will provide a tax exemption statement upon request. Client shall certify to Flywire that it is a tax resident of the country indicated by its address in the first paragraph of this Agreement. 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 that it will notify Flywire in writing as soon as is reasonably practical following any change in Client’s tax residency status. Client acknowledges that, for payments made by Payers in Brazil, Flywire’s collection partner(s) in Brazil may act as the merchant of record for such transactions. Client hereby grants to Flywire, a sub-licensable (but only to Flywire’s collection partner(s) in Brazil) right to resell Client’s underlying services to such Payers for which the Payers seek to pay Client.

5. CONFIDENTIALITY

5.1. *Confidential Information.* Subject to the Public Information Act, Chapter 552, Texas Government Code, during 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, to the extent authorized by law, 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. Flywire acknowledges that Texas A&M is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Texas A&M's written request, Flywire will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of Texas A&M; however, Texas A&M shall provide Flywire with an opportunity to contest disclosure in accordance with and to the extent possible pursuant to the Public Information Act, Chapter 552, Section 110. Flywire acknowledges that Texas A&M may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and Flywire agrees that this Agreement can be terminated if Flywire knowingly or intentionally fails to comply with a requirement of that subchapter.

5.2. 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 provision of Clause 5.1, the Parties expressly agree Flywire may disclose a duly executed version of the Agreement to its banking and collection partners, to facilitate the completion of payments to Client. Each Party 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, but the receiving Party is not required to pursue any claim, defense, cause of action, or legal process or proceeding on the disclosing Party's behalf.

5.3. 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 or 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 data privacy and/or information security in connection with its performance under this Agreement and the Personal Data, including without limitation the Data Protection Laws, FERPA (as defined below), and the Texas Identity Theft Enforcement and Protection Act, each as they may be amended from time to time.

(ii) Flywire shall implement and maintain 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 Payers, 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, including but not limited to, the DPA 2018 and GDPR. We 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 (as such term is defined in GDPR) on behalf of Client, then: (a) the Parties agree that Flywire is acting as a processor (as such term is defined in GDPR) for Client, and Flywire and Client shall both comply with their obligations under the applicable Data Protection Laws; (b) the Parties shall enter into a data processing agreement that complies with the requirements of GDPR, and 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 immediately 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 in the GDPR.

In respect of any Personal Data relating to any individual provided by the Client to Flywire, the Client represents 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.

(v) Vendor Access. Flywire hereby acknowledges responsibility to comply with all applicable Texas A&M policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, software licensing policies (subject to Section 6.2 herein), acceptable use policies, and nondisclosure as required by Texas A&M.

For purposes of this section concerning Vendor Access, "Protected Information" is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records (as such term is defined in FERPA)) including without limitation Personal Data relating to any individual provided by Client to Flywire; intellectual property (as set forth in Section 51.914 of the *Texas Education Code*); and medical records. "Mission Critical Information" is information that is defined by Texas A&M to be essential to the continued performance of the mission of Texas A&M, the unavailability of which would result in consequences to Texas A&M.

In the event Flywire should obtain or be granted access to Protected and/or Mission Critical Information of Texas A&M ("Texas A&M Information" or "Client Information"), Flywire will keep and protect Texas A&M Information confidential to no less than the same degree of care as required by Texas A&M policies, rules and procedures. Flywire shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the Client Information from unauthorized access, disclosure or use. At the expiration or early termination of this Agreement, Flywire agrees to return all Texas A&M Information or agrees to provide adequate certification that the Texas A&M Information has been destroyed, provided, however, that Flywire may retain an archive copy of such Texas A&M Information as required under document retention policies pursuant to applicable law. Flywire shall restrict disclosure of Client Information solely to those employees, subcontractors or agents of Flywire that have a need to access the Client Information in order for Flywire to perform its obligations under this Agreement. Flywire shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Flywire in this Section 5.3 including without limitation the prohibition on re-disclosure of education records. Flywire, its employees, agents, contractors, and subcontractors shall use the Texas A&M Information solely in connection with performance by Flywire of the Services provided to Texas A&M pursuant to this Agreement, and for no other purpose. Should Flywire, its employees, agents, contractors, or subcontractors acquire other Texas A&M Information during the course of this Agreement, it shall

not be used for Flywire's own purposes or divulged to third parties. Failure to comply with the requirement not to release information, except for the sole purpose stated above, will result in cancellation of this Agreement and the eligibility for Flywire to receive any Texas A&M Information from Texas A&M for a period of not less than five (5) years. Flywire must promptly notify Client of any legal request for Client Information from a third party and take (and assist Client in taking) appropriate steps not to disclose such Client Information unless it is required to do so in accordance with Section 5.2 and applicable law or legal process.

Both Parties shall each provide contact information for specific individuals. The designated contact for Texas A&M shall be Jennifer Lightfoot, Executive Director, Department of Student Business Services, 6001 TAMU, College Station, TX 77843-6001, Telephone: (979) 862-5702, Email: jlighfoot@tamu.edu. The designated contact for Flywire shall be Peter Butterfield, 141 Tremont Street, Boston, MA 02111, Telephone: (617) 329-4524, Email: peter@flywire.com. Should the designated contact for either Party need to be changed, the new contact information shall be updated and provided to the respective Parties within 24 hours of any staff changes. Should Flywire have a need to access Texas A&M Information, that request shall be directed to Client's designated contact. Further, Flywire is responsible for reporting all security breaches directly to Texas A&M. Texas A&M's designated contact for breaches shall be Help Desk Central (helpdesk@tamu.edu; (979) 845-8300). Help Desk Central can be contacted 24/7. Security breach investigation reports shall be provided to the designated contact for Texas A&M and Texas A&M's Chief Information Security Officer (ciso@tamu.edu).

(vi) **FERPA Requirements.** Flywire and its employees will adhere to all laws, rules, and regulations applicable to Flywire's performance of this Agreement and the confidentiality and protection of the Client Information and shall ensure proper notification of any breach thereof required under such law, rule, or regulation including, but not limited to, the Texas Identity Theft Enforcement and Protection Act and the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g; 34 CFR Part 99). Client hereby designates Flywire as a "school official" with a legitimate educational interest in Client's education records, as defined in FERPA, to the extent Flywire requires access to those records to fulfill its obligations under this Agreement. This designation is solely for the purposes of FERPA compliance and for no other purpose, and to the extent Client has policies, rules, and procedures binding on school officials generally, those policies, rules, and procedures will apply to Flywire only to the extent as is relevant to compliance by Flywire and Client with FERPA. Flywire shall: (a) abide by FERPA's limitations on re-disclosure of education records; (b) not use or disclose education records created or received from, by, or on behalf of Client or its students for any purpose other than the purpose for which such disclosure is made; and (c) not use or disclose such education records except as permitted under this Agreement, as required by FERPA, or as authorized by Client in writing. Flywire agrees, subject to Sections 7.3 and 7.4 herein, to indemnify and hold harmless Texas A&M for any damages, costs or expenses finally awarded against Texas A&M in any legal action as a direct result of Flywire's failure to comply with its obligations to Texas A&M under this Agreement with respect to the nondisclosure of confidential information protected under FERPA.

5.4. **Injunctive Relief.** Notwithstanding any other provision of this Agreement, should the use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement occur, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the non-faulty Party may seek injunctive or equitable relief.

5.5. **Payment Card Industry (PCI) Compliance.** Flywire acknowledges responsibility for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of Texas A&M, or to the extent that Flywire could impact the security of the cardholder data environment. Flywire attests that, as of the Effective Date of this Agreement, it has complied with all applicable requirements to be considered PCI DSS compliant, has performed the necessary steps to validate its compliance with the PCI DSS, and will maintain such compliance for the life of this Agreement. For purposes

of this Agreement, "PCI DSS" means the most current version of the Payment Card Industry Data Security Standard administered by the Payment Card Industry Security Standards Council. Flywire agrees to supply evidence of its most recent validation of compliance upon execution of this Agreement and annually upon request for the length of this Agreement. Flywire will immediately notify Texas A&M if it learns it is no longer PCI DSS compliant and will immediately remediate the non-compliance status. In no event shall Flywire's notification to Texas A&M be later than seven (7) calendar days after Flywire learns it is no longer PCI DSS compliant. Flywire acknowledges that unauthorized access to the cardholder data environment ("a cardholder data breach") resulting from a lapse in Flywire's security obligations is grounds for early termination of this Agreement without penalty, at Texas A&M's discretion. Flywire agrees to comply with all applicable laws requiring notification of individuals in the event of a cardholder data breach. In the event of a cardholder data breach resulting from a lapse in Flywire's security obligations, Flywire agrees to assume responsibility for informing all such individuals in accordance with applicable law. Flywire further agrees, subject to Sections 7.3 and 7.4 herein, to indemnify, hold harmless, and defend Texas A&M and its agents and employees from and against any claims, damages, or other harm related to a cardholder data breach. This provision survives termination of this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. **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.

6.2. **License.** Flywire hereby grants to Client a non-exclusive, royalty free, non-sub-licensable, non-transferrable license during the Term, 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.

6.3. **Trademark.** Client agrees not to use Flywire's Trademark for any purpose other than for the purpose as set out in Section 2, 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.

6.4. **Suggestions.** Client, to the extent that it has the right to do so, 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. Client provides any such suggestions, enhancement requests, recommendations, or other feedback as-is, without warranty, express or implied.

7. LIMITED WARRANTY/INDEMNIFICATION

7.1. **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 that are not Flywire's Affiliates or subcontractors. Client will provide Flywire with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects.

7.2. **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 THIS AGREEMENT 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.

7.3. Claims. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, EXCEPT FOR FLYWIRE'S OBLIGATION TO PAY CLIENT ALL FUNDS RECEIVED FROM PAYERS UNDER THIS AGREEMENT, FLYWIRE'S OBLIGATIONS UNDER SECTION 7.4(i), AND ANY LIABILITY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF FLYWIRE, IN NO EVENT SHALL FLYWIRE'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT (INCLUDING LIABILITY ARISING OUT OF SECTION 7.4) EXCEED USD \$100,000 IN TOTAL FOR ALL CLAIMS (INCLUDING LEGAL FEES AND EXPENSES, LOSSES AND DAMAGES). THIS LIMITATION ON LIABILITY IS SEPARATE FROM, AND IN ADDITION TO, ANY AMOUNTS THAT MAY BE COLLECTIBLE UNDER INSURED CLAIMS.

7.4. 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 confidentiality obligations relating to Personal Data set forth in Section 5.3. 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) sole 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 acknowledges that the defense of any claim or action on behalf of Texas A&M is subject to prior consultation with the Texas Office of the Attorney General. 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 7.4 with respect to any claim of infringement or misappropriation 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, excluding combinations that are reasonably anticipated in Flywire's Services documentation and marketing materials; (ii) any modification of the Services not performed by or on behalf of 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. To the extent permitted by the Constitution and laws of the State of Texas, the rights granted to Client under this Section 7.4 shall be Client's sole and exclusive remedy for any alleged infringement by the Services of any patent, copyright or other proprietary right.

7.5. Liability for Taxes. Client, at its own expense, will defend, indemnify and hold harmless Flywire and its Affiliates, in any actions and proceedings and against all liabilities, losses, costs, damages and expenses (including legal costs as part of a pre-litigation and settlement process or otherwise) incurred by Flywire or its Affiliates arising out of or related to any non-compliance with any legal requirements related to Taxes applicable to the Services and transactions involving Client, Payers, and/or Payees.

8. TERM

8.1. Term. Unless a different Term is specified in the applicable Schedule for a particular Service, this Agreement will commence on the Effective Date as set forth above and will continue in effect for a period of five (5) years unless otherwise terminated in accordance with Section 8.2 below. This Agreement may be renewed only by written agreement executed by both Parties.

8.2. 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 Payers 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.

9. GENERAL PROVISIONS

9.1. Entire Agreement and Controlling Documents. To the maximum extent permitted by applicable law, this Agreement, and any Schedules attached hereto, contain the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating thereto, including, for the avoidance of doubt, (1) the International Payment Processing Agreement by and between Client and peerTransfer Education Corp. (Flywire's immediate predecessor-in-interest) effective November 2015; (2) the Addendum by and between Client and peerTransfer Education Corp. effective January 20, 2016; (3) the First Amendment by and between the Parties effective August 15, 2018; (4) the Second Amendment by and between the Parties effective October 11, 2019; (5) the Third Amendment by and between the Parties effective September 12, 2020; (6) the Fourth Amendment by and between the Parties effective January 13, 2021, 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.

9.2. 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.

9.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA without regard to its conflict of law provisions. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Parties to attempt to resolve any claim for breach of contract that cannot be resolved in the ordinary course of business. Flywire shall submit written notice of any claim of breach of contract to Client at University Contracts Officer, Texas A&M University, who shall examine the claim and any counterclaim and negotiate with Flywire in an effort to resolve the claim. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against Texas A&M is to be in the county in which the principal office of Texas A&M's governing officer is located. The prevailing Party in any litigation may seek to recover its reasonable legal fees and costs.

9.4. Consequential Damages Waiver. To the extent permitted by the Constitution and laws of the State of Texas, 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.

9.5. Insurance. During the term of this Agreement Flywire shall procure, pay for and maintain insurance as required in Exhibit B.

9.6. 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.

9.7. 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.

9.8. Publicity. Client agrees that Flywire may (i) display Client's name 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's products and/or Services, and (ii) may display Client's name and the logo provided by Client on Client's custom Flywire webpage, provided that Flywire abide by the Client's Brand Identity Standards available 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 or 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 the Client's name and logo in the manner described in this Agreement.

9.9. Force Majeure. Neither Party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a Party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

9.10. Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. Texas A&M and Flywire can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M:

Texas A&M University
Student Business Services
6001 TAMU
College Station TX 77843-6001
Attention: Jennifer Lightfoot
Telephone: 979-862-5702
Email: jlighfoot@tamu.edu

With a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Executive Director
Telephone: 979-845-0099
Fax: 979-862-7130
Email: contracts@tamu.edu

Flywire:

Flywire Payments Corporation
141 Tremont Street
Boston MA 02111
Attention: Peter Butterfield
Telephone: 617.329.4524
Email: peter@flywire.com

With a copy to:

Email: contracts@flywire.com

9.11. 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.

9.12. Counterpart Execution. This Agreement may be executed in counterparts and delivered by person, facsimile, or scanned embedded in an email, each of which when so executed and delivered (including delivery by facsimile) shall be deemed an original, and all of which together shall constitute one and the same agreement.

9.13. 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.

9.14. Trade Compliance. In connection with Client's procurement of goods and/or Services for which Payments are made through Flywire under this Agreement, both Parties will comply with, and not cause the other Party 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 procurement of goods and/or services to or from any party. Each Party represents that neither it, nor any Party that it owns or controls, and/or any Party that owns or controls it, is designated on any list of prohibited or restricted parties issued pursuant to any Trade Compliance Law.

9.15. Affiliates. When an Affiliate of Flywire is providing Services to Client, all terms of this Agreement 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 and Flywire shall be responsible for the performance of any such Affiliate.

9.16. Regulatory Amendments. Notwithstanding Section 9.1, 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) and only where the time constraints of remaining in compliance, despite the diligence of Flywire, make the negotiation of a bilateral amendment impossible or impractical. 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 the Client. Upon such modification, in the event that such modification materially alters the terms on which Client engaged Flywire to perform the Services, Client may terminate this Agreement effective upon written notice to Flywire without penalty.

9.17. 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. 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, subject to Section 9.3, be submitted for resolution to a court of competent jurisdiction.

10. STATE CONTRACTING REQUIREMENTS

10.1. Delinquent Child Support Obligations. Under Section 231.006, *Texas Family Code*, Flywire certifies that Flywire is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

10.2. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Flywire agrees that any payments owing to Flywire under this Agreement may be applied directly toward certain debts or delinquencies that Flywire owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

10.3. Prohibited Bids and Agreements. Under Section 2155.004, *Texas Government Code*, Flywire certifies that Flywire is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

10.4. Conflict of Interest. By executing and/or accepting this Agreement, Flywire and each person signing on behalf of Flywire certifies, and in the case of a sole proprietorship, partnership or corporation, each Party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the Services to which this Agreement relates, or in any of the profits, real or potential, thereof.

10.5. Access by Individuals with Disabilities. If determined to be applicable by Texas A&M, Flywire shall address all required technical standards (WCAG 2.0, Level AA) (the "Accessibility Standards") by providing a Voluntary Product Accessibility Template ("VPAT") attesting to the accessible features and capabilities of any electronic and information resources (as defined in Title 1, Chapter 213 of the *Texas Administrative Code*) and associated documentation and technical support (collectively, the "EIR") or provide a similarly-formatted document as the VPAT attesting to the EIR's accessible features and capabilities. Texas A&M may test the EIR (from a user experience perspective, provided Texas A&M shall not have access to Flywire's back-end functionality) to ensure the accuracy of the VPAT

response regarding conformance with the Accessibility Standards. If Flywire should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards, Flywire shall, in a timely manner and at no cost to Texas A&M, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, or upgrading the EIR, or providing a suitable substitute.

10.6. Certification Regarding Boycotting Israel. To the extent that *Texas Government Code*, Chapter 2271 applies to this Agreement, Flywire certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the Term of this Agreement. Flywire acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

10.7. Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Flywire certifies Flywire is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Flywire acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

10.8. Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, *Texas Government Code*, Flywire certifies Flywire is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

10.9. Not Eligible for Rehire. Flywire is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

10.10. Franchise Tax Certification. If Flywire is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Flywire certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Flywire is exempt from the payment of franchise (margin) taxes.

10.11. Loss of Funding. Performance by Texas A&M under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, Texas A&M will issue written notice to Flywire and Texas A&M may terminate this Agreement without further duty or obligation hereunder. Flywire acknowledges that appropriation of funds is beyond the control of Texas A&M.

10.12. State Auditor's Office. Flywire understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Flywire agrees to cooperate with the Auditor in the conduct of the audit, including without limitation, providing all records requested, provided requests are confined to records relating to the Services provided under this Agreement.

10.13. Non-Waiver. Flywire expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.

10.14. Representations & Warranties. Flywire warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Flywire has been duly authorized to act for and bind Flywire.

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

Client:

Texas A&M University
DocuSigned by:
By: Jerry R. Strawser
Name: Jerry R. Strawser
Title: Executive Vice President & CFO
Date: 5/17/2021 | 13:59:48 CDT

Flywire:

Flywire Payments Corporation
DocuSigned by:
By: Peter Butterfield
Name: Peter Butterfield
Title: GC & CCO
Date: 5/17/2021 | 16:21:19 EDT

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 shall mean 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 shall mean 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 shall mean communications to Client Users and FMS Users on behalf of Client regarding invoices and accounts due, payment plans and other matters as specified by Client and utilizing Client Data.
4. Chargeback shall mean the return of funds to the Payer, initiated by the Payer’s financial institution, as a reversal of a prior outbound transfer of funds.
5. Client Account shall mean the bank account(s) held by Flywire for the benefit of and as agent of the Client pursuant to the terms of this Agreement, in which funds received from Payers are held pending settlement to an account designated by Client.
6. Client Data means all data or information (including without limitation, documents and FMS User Information) provided by Client to Flywire in connection with the Flywire Managed Services and/or Processing Services.
7. Client eStore Data shall mean all data or information provided by Client to Flywire in connection with the eStore Processing Services.
8. Client User shall mean an individual who accesses and uses the FMS Service on behalf of Client in accordance with the terms of this Agreement.
9. Collection Amount shall mean the amount of money collected from Payer in the currency designated by Payer (“Payer Currency”).
10. Commercial Payer shall mean 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 for Flywire to accept payments from Commercial Payers, Commercial Payers shall be deemed to be Payers for the purposes of this Agreement.
11. Consumer Finance Laws shall mean 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 FMS Users reside) regarding consumer protection; unfair, deceptive and abusive acts and practices; installment plans; the extension of credit; and debt collection.
12. Data Protection Laws shall mean 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 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.
13. Deal shall mean 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.
14. Differential shall mean the Collection Amount minus the Funds.
15. FMS Data shall mean all data and/or information provided by Flywire pursuant to the Flywire Managed Services.
16. FMS Service Platform is 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 FMS Users.
17. FMS User is a Person who creates an account and/or makes payments to Client pursuant to the Flywire Managed Services.
18. FMS User Information shall mean information, including personally identifiable information, of an FMS User that Client may share with Flywire or that an FMS User may provide to Flywire.
19. Funds shall mean the amount of money received by Client in the currency designated by Client (“Client Currency”).
20. Intellectual Property Rights shall mean 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.
21. Licensed Service Provider shall mean the service provider(s) with the requisite licensing, registration, or other authorizations that Flywire or a Flywire Affiliate has engaged to transmit payments from the jurisdiction in which Client is located to Payees.
22. Payables Service Platform shall mean 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.
23. Payee shall mean a party to which Client transmits a payment electronically via the Payables Service Platform.

24. Payer shall mean 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.
25. Payment Information means credit card, debit card and other payment information transmitted by Payers to be processed by Provider or its vendors.
26. Print Materials shall mean stock paper, envelopes, business forms, inserts and other raw materials necessary to produce and deliver printed Billing Communications.
27. Services shall mean, 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.
28. Tax shall mean 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.
29. Terms of Use shall mean the Terms of Use subject to which Flywire shall make the Services available to Client Users, FMS Users, and Payers, and pursuant to which they shall agree to utilize the Services.
30. Trademarks shall mean any names, trademarks, service marks, business names, company names, corporate names, logos, insignias, slogans, emblems, symbols, get-up, URLs or domain names.

Exhibit B – Insurance Requirements

Flywire Insurance. Flywire shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M. By requiring such minimum insurance, Texas A&M shall not be deemed or construed to have assessed the risk that may be applicable to Flywire under this Agreement. Flywire shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Flywire is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M at least ten (10) days before the effective date of the cancellation.

<u>Coverage</u>	<u>Limit</u>
A. <u>Worker’s Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. <u>Commercial General Liability</u>	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

Additional Endorsements

The Commercial General Liability Policies shall name The Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M University as additional insured’s.

D. Cyber Liability

Flywire shall procure and maintain for the duration of this Agreement Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim/\$2,000,000 aggregate for claims arising out of Flywire’s services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Flywire in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Such insurance shall be maintained and in force at all times during the Term of this Agreement and for a period of two (2) years thereafter for services completed during the Term of this Agreement. Texas A&M shall be given at least 30 days notice of the cancellation or expiration of the aforementioned insurance for any reason.

If Flywire maintains broader coverage and/or higher limits than the minimums shown above, Texas A&M shall require and shall be entitled to the broader coverage and/or higher limits maintained by Flywire.

E. Flywire will deliver to Texas A&M:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any Services by Flywire under this Agreement. Additional evidence of insurance will be provided on a ACCORD 25 certificate form verifying the continued existence of all required insurance no later than thirty (30) days after a request from Texas A&M for each annual insurance policy renewal.

The Commercial General Liability policy will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by Flywire. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations.

The Commercial General Liability policy will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Texas A&M at least ten days before the effective date of the cancellation. As it respects all insurance policies Flywire will be required to send notice to Texas A&M ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any required insurance policy.

Any deductible or self-insured retention must be declared to and approved by Texas A&M prior to the performance of any Services by Flywire under this Agreement. Flywire is responsible to pay any deductible or self-insured retention for any loss.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Texas A&M contact:

Department of Contract Administration
Texas A&M
1182 TAMU
College Station, Texas 77843-1182
Facsimile: 979-862-7130
Email: contracts@tamu.edu

The insurance coverage required by this Agreement will be kept in force until all Services have been fully performed and accepted by Texas A&M in writing.

Service Schedule – Cross-Border Services

1. Description of Cross-Border Services.

- (a) 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 Payers 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 Payer and the amount transferred.
- (b) Flywire will enable the Payer to elect how the Collection Amount will be collected in the country of origin via a Payer initiated bank transfer or by another means of payment. Flywire will thereafter deposit the Funds collected from the Payers, which may be collected by an Affiliate of Flywire, 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 Payer
 - ii. make available customer support personnel via telephone and via its web site for any questions or issues raised by Client or its Payers, and
 - iii. provide a transaction receipt to the Payer, which states that such transaction receipt evidences that final payment has been made to the Client.
- (d) Client acknowledges and agrees that: (i) payments processed through the Services are transactions between the Payer 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 a Payer will and is not responsible if a Payer does not complete a payment initiated through the Services, and (iv) certain payment methods that are available to Payers may not be available to Commercial Payers and that Flywire may not be able to process payments from Commercial Payers in all markets in which it processes payments from Payers.
- (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 a Payer 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. To the extent permitted by the Constitution and laws of the State of Texas, in the event Client and the Payer issue contradictory instructions or requests to Flywire, Client’s instructions will prevail and Client will indemnify and hold Flywire harmless from any and all losses, costs and expenses as a result of complying with Client’s instructions.
- (f) 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, to the extent permitted by the Constitution and laws of the State of Texas, Flywire shall bear no liability for any Chargebacks. In the event of a Chargeback, Flywire will promptly notify Client, request documentation to support the transaction and dispute the chargeback, and present such information in support of the transaction. If the Chargeback dispute is unsuccessful, and the Collection Amount is reversed to the Payer, Flywire will inform Client, and Client shall immediately return the Funds to Flywire. If Client fails to return the Funds to Flywire within ten (10) business days, Client hereby authorizes Flywire to set-off the Funds against the next remittance to Client, or, if there are no further remittances due, Client will immediately send the funds to Flywire to cover the Chargeback.
- (g) Flywire will provide certain disclosures, notices and terms of use to the Payer via Flywire’s website (or other agreed upon means of distribution). Payers will be required to agree to Flywire’s then current Terms of Use prior to initiating a payment hereunder.

2. Client Obligations for Cross-Border Services.

- (a) Client will communicate with Payers 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 Payers to directly enter a Flywire dedicated website (which may be hosted or sponsored by a Flywire partner) and selecting Client as the recipient of the funds. Client and Flywire may use other mechanisms mutually considered appropriate to further the adoption and use of the Services.
- (b) To the extent Client is an educational institution, Client agrees to work together with Flywire to promote and educate international students and Client departments about the solution which promotion and education may include, among other things, a marketing communications plan based on industry best practices and Client’s needs such as 1) on-campus awareness activities (signage, posters, mailing inserts, etc.) and 2) electronic mail/email awareness activities (introductory email, bill is ready, bill reminders, etc.)
- (c) 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 Payer and on itself reasonably requested by Flywire.

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

4. Agency Relationship between Client and Flywire Affiliates.

- (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 solely for the limited purposes of performing the Cross-Border Services and to execute any agreement specified by Flywire and reasonably acceptable to Client in order to validly create the agency. Client may revoke such appointment at any time, in its sole discretion. Flywire shall be responsible for the acts of its Affiliates and certifies that its Affiliates are compliant with all certifications, representations, and warranties made by Flywire under the Agreement as if made by 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 Payer.
- (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 5(b) and 5(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 Payer 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 Payer 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 Payer.
- (c) Disclosure. Flywire shall disclose to Payer: (i) the Collection Amount; and (ii) the Payment Acceptance Component (if any), prior to Payer'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) Additional Payment Services. Where applicable, any additional payment services and their associated charges will be set out in a separate schedule to this Agreement.
- (e) Ancillary Services. To the extent this Agreement is signed with Flywire Payments Corporation, Flywire Healthcare Corporation, or Flywire Canada, Inc., this section 5(e) 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.

[No associated pricing with this Service Schedule]

Service Schedule – Flywire Managed Services (Student and Sponsor Payment System)

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”): (i) identify Client Users, (ii) produce and send Billing Communications on behalf of Client to Client Users and FMS Users and, if applicable, other Client consumers, and (iii) provide for online bill payment on behalf of Client to FMS Users. Flywire grants to Client, its Client Users and FMS Users a limited, non-exclusive right during the Term 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, its Client Users or FMS 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 FMS Users; (B) send information on behalf of a third party; (C) knowingly 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 FMS 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) knowingly 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) reproduce, reverse engineer, distribute, publish, transmit, modify, adapt, translate, sell, resell, rent, lease, license, or otherwise commercially exploit them or any part thereof; (I) 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 (J) access it in order to build a competitive product or service or copy any features, functions, or graphics thereof.

Form 1098-T Processing Service. If the Form 1098-T Processing Service is used by Client, Client will send a file to Flywire containing a list of students who require a 1098-T tax form and the information necessary to populate a 1098-T form for each such student (“1098-T Data”) on an annual basis. Flywire will generate a pre-filled 1098-T form (“1098-T Form”) using the 1098-T Data provided by the Client and will display each 1098-T Form on the FMS Service Platform for FMS Users and certain Client Users to view or print (“1098-T Processing Service”). Client shall be responsible for providing an updated file containing corrected 1098-T Data to Flywire in the event that 1098-T Data is modified, such that Flywire may generate a new form containing amended data (“Amended 1098-T Form”) and display the Amended 1098-T Form on the FMS Service Platform. Client agrees that Client is solely responsible for the accuracy, integrity and legality of all 1098-T Data. All 1098-T Data shall at all times be Client Data and shall in no event be FMS Data.

Invoicing/Sponsored Student Payment System. Flywire shall provide functionality enabling Client to create and issue (manually or automatically) one-time or recurring invoices, including as needed for sponsored student payments. Client can specify accepted currencies and payment methods when issuing invoices, including Flywire’s Cross-Border Services. After invoices have been issued, Client and sponsors can view and track the status of invoices and associated payments right from within an invoicing dashboard.

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, then 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 Client Users and FMS 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 FMS 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. **FMS User; Account Security.** Each FMS User shall have a unique username and password which shall be provided to Flywire either by each FMS User 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 FMS Users, including any unauthorized use or disclosure of a username or password. Client understands that any person with the usernames and passwords of its FMS 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, to the extent permitted by the Constitution and laws of the State of Texas, indemnify Flywire from any all third party claims, including those claims from payers, regulators or other authorities that arise in connection therewith.

7. **Terms of Use.** Each FMS User’s use of the Flywire Managed Services shall be conditioned on acceptance of, and subject to the Terms of Use.
8. **FMS Fee Schedule.** Client shall pay all fees for the Flywire Managed Services in accordance with this Agreement and the Fees & Billing tables below. Fees are quoted and payable in United States dollars. Other than in the event of a termination pursuant to Section 8.2 of the Agreement, there are no refunds or credits for partial billing periods.
9. **Flywire Managed Services Payment Terms.** Except for items otherwise specified on the fees & billing tables, amounts payable to Flywire for the Flywire Managed Services under this Agreement will be due thirty (30) days from the date Texas A&M receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.
10. **Client Representations.** Client represents 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 FMS 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 FMS 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 FMS 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.
11. **Suspension of Services.** Without prejudice to any other rights and remedies available to Flywire, Flywire may suspend or disable Client’s access to some or all of the FMS Service, with or without prior notice, if Flywire (a) suspects a security breach; (b) has a good-faith reason to believe that Client is in violation of applicable law or of Client’s obligations hereunder; or (c) has a good-faith reason to believe that suspension is necessary to preserve the security, integrity, or accessibility of the FMS Service or to prevent Flywire from violating applicable laws and regulations. Flywire will promptly notify Client of any such suspension and may in Flywire’s sole discretion provide Client with an opportunity to remediate the issue that resulted in suspension and reinstate Client’s access to the FMS Service. If Flywire determines that the cause of the suspension cannot reasonably be remediated or if Client fails to take appropriate remedial action, Flywire may terminate the FMS Service immediately. To the extent permitted by the Constitution and laws of the State of Texas, Flywire will have no liability for suspension or termination of the FMS Service, provided that such determination was made in good faith.

Student and Sponsor Payment System - Charges to Texas A&M		
Item	Pricing	Notes
Monthly SaaS Fee	\$1,995/ month	Includes the following products: Account Summary & Activity, Education Payments, Payment Plans, Refunding, 1098-T
Sponsor Payment System	WAIVED	Flywire shall work with Texas A&M to further develop our invoicing platform.
Implementation & Training Fee	Included	
Post Go-Live Scope Changes	\$175/hr	Any custom changes that are not part of standard product/service upgrades or enhancements. For example, change of credit card gateway from Chase to another 3rd party provider.
Total	\$1,995/ month*	*This monthly SaaS fee is waived if Texas A&M migrates to a Flywire owned 2.25% service fee MID
Charges to Student/Payer		
Item	Pricing	Notes
Payment Plan Activation	\$35/ activation*	\$20 of each activation is retained by Flywire, with the remaining \$15 remitted to Texas A&M on a monthly basis. (*Note that this fee is slightly higher than current A/R Collect plan pricing. We would recommend that A/R Collect plans also be set to \$35, with the additional \$5 remitted to Texas A&M.)

[Separate pricing for A/R Collect follows]

A/R Collect Fee Schedule (Charges to Texas A&M)

	Fee	Notes
Monthly SaaS Fee	\$395/month	Includes the following products: AR Collect, Agency Management
Implementation & Training Fee	Included (No Charge)	
Post Go-live Scope Changes	\$175/hour (after the first 5 hours)	Any custom changes that are not part of standard product/service upgrades or enhancements. For example, change of credit card gateway from Chase to another 3 rd party provider.
Offer Letter Printing and Mailing (Initial Activation Letter) (Optional)	\$1,000 setup fee for 2 letters \$0.65 per mailed piece \$250 per additional letter format	Includes printing, mailing, paper and envelope based on current USPS postage rates. As postage rates increase, the \$0.65 rate will increase accordingly as a direct pass-through to Client.
National Change of Address (NCOA)	\$0.45 per address changed	Scans NCOA database for address changes and forwards mail to the new address. Address updates are reported back to the Client to aid in the skip-tracing process.
Stricken/Removed Document	\$0.10 per removed document	Removes document from the print file or removes document if the NCOA search finds a "No address."

A/R Collect Fee Schedule (Charges to Student/Payer)

	Fee or Percentage	Notes
Payment Plan Activation Fee	\$35	\$35 activation fee per AR Collect payment plan – retained by Flywire.
Pay-in-Full Fee	\$2	\$2 fee if the entire balance is paid through the FMS Service without activating a payment plan.
Insufficient Funds Fee	\$25	\$25 charged to the student for any ACH item that returns as insufficient funds.
Service Fee (Optional)	N/A	Client elects to be the service fee charger and own both merchant accounts associated with the transactions and Flywire will set the service fee to the Client's desired rate.

A/R Collect Billing Schedule

	Subscription Service	Print & Mail Fee	Service Fee (payments through FMS Service ²)	Service Fee (payments through Client ⁵)	ACH Fee
Client	Invoice ¹	Invoice ¹	N/A ³	Electronic Debit ⁶	Invoice ⁷
FMS User	N/A	N/A	Direct ⁴	N/A	N/A

¹ All invoices are monthly; payment terms: 30 days from receipt of invoice by Texas A&M. Monthly subscription fee will commence on the earlier of 60 days after implementation begins, or go-live.

² FMS User payments made directly through the FMS Service.

³ If Client chooses to pay some or all Service Fees on behalf of the FMS User, then payment will be treated as a Service Fee through the institution and invoiced directly to the Client (see numbers 6 and 7).

⁴ Processed directly through Flywire's merchant account at time of payment.

⁵ FMS User payments made directly to the Client (i.e., online payment direct to Client website, etc.) or payments for which the Client has requested a suppression of the Service Fee to FMS Service user (i.e., CSR turns off Service Fee for a select User account).

⁶ Flywire will electronically debit fees and send monthly invoice for reconciliation. In the event of a rejected payment made directly to Client (i.e., NSF check), Flywire will refund the Client for the Service Fee amount received. For clarity, Flywire will not charge the Service Fee for unpaid balances.

⁷ Flywire will invoice Client for payments processed through the FMS Service.

Service Schedule – eStore Processing Services

1. Description of eStore Processing Service.

The eStore Processing Services shall include both the eStore Services and the Secure Checkout Services (collectively, the “eStore Processing Services”) as detailed below:

(a) eStore Services:

1. Web-based shopping cart service that permits Payers to purchase products and services from a virtual “mall” that is comprised of “storefronts.” Client, together with Flywire, will determine the number and type of storefronts that are eligible to participate in the eStore Services. Examples of storefronts shall include, but not be limited to, University departments, organizations and merchants.
2. Client will have the ability to customize and brand the storefronts as needed, and shall be responsible for the design and development of each storefront, utilizing Flywire’s templates.
3. Flywire reserves the right to approve or deny a storefront in its sole and reasonable discretion.
4. Client shall be solely responsible for the administration of the mall and storefronts, including goods and services presentation and inventory availability, account ownership and permissions, order fulfillment, developing and displaying site and goods and services terms and conditions, and refund policies.
5. All eStore Services payments shall be initiated by Payer.
6. Client shall handle all communication with Payer, the initiation and cost of the refund process, cooperating with Flywire regarding any potential disputes and chargebacks related to the provision of goods and services offered by Client via the eStore Services, and collecting and paying any applicable Tax.
7. Client shall be the merchant of record for all transactions processed through the eStore Services. As between Client and Flywire, all credit card fees for the eStore Services shall be paid for by Client.
8. Client shall have a direct agreement with a merchant acquirer pursuant to which payments made by Payers for goods and services that may be offered by Client via the eStore Services will flow directly to Client. For the avoidance of doubt, such transactions shall be between the Payer and Client, and Flywire shall have no involvement in the settlement process.
9. The eStore Services may be implemented in one of two ways:
 - (a) A “master merchant” implementation whereby all transactions are routed through one merchant ID; or
 - (b) A “1:1” implementation whereby each “storefront” shall have its own merchant ID.
10. Client shall pay all fees for the eStore Processing Services in accordance with this Agreement and the Service Fees & Billing Schedule. Fees are quoted and payable in USD. Other than in the event of a termination for cause by Client, there are no refunds or credits for partial billing periods.

(b) Secure Checkout Services:

Flywire shall provide to Client a web-based method to securely capture and process payment information as follows:

- i. Credit and debit card information
- ii. ACH banking information
- iii. Authorization with preferred gateway or merchant processor, settlement and reporting

The Secure Checkout Services shall be provided in accordance with the terms and conditions set forth on this Service Schedule, which Flywire may amend from time to time upon written notice to Client. Flywire reserves the right at any time, upon notification to Client, to refuse to accept Payment Information submitted by any individual person or entity or to refuse to accept some or all Payment Information from a particular Payer. No rights are granted to Client, its Payers or any other third party other than those expressly set forth in this Agreement.

2. Use of the eStore Processing Service.

(a) Client Obligations for the eStore Processing Service.

- i. Client shall provide Flywire such information as Flywire or Flywire’s third-party processing vendors or suppliers require in order to provide the eStore Processing Service.
- ii. Client agrees to comply with all applicable federal, state and local laws, the rules of Visa, MasterCard and all other applicable card associations and debit networks, and all applicable privacy and security requirements under the Payment Card Industry Data Security Standard as well as those of any third-party processing vendors or suppliers used by Flywire, as now or hereafter in effect from time to time during the Term, in connection with the use of the eStore Processing Service.
- iii. Client shall use reasonable efforts to ensure that all Payment Information submissions will be made only by authorized holders of a card or other payment device.
- iv. Notwithstanding anything in this Agreement to the contrary, Client may not with respect to the eStore Processing Service: (A) knowingly store or transmit material that is infringing, libelous, otherwise unlawful or tortious, or that violates third party privacy

rights; (B) provide identification, password, or other information of it or its Payers to any service that, as determined by Flywire in its sole discretion, scrapes, crawls, data-mines, or otherwise uses such information; (C) interfere with or disrupt the integrity or performance thereof or any or third party data contained therein; (D) attempt to gain unauthorized access; (E) knowingly 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); (F) reproduce, reverse engineer, distribute, publish, transmit, modify, adapt, translate, sell, resell, rent, lease, license, or otherwise commercially exploit them or any part thereof; (G) copy, frame, or mirror any part or content thereof; or (H) access it in order to build a competitive product or service or copy any features, functions, or graphics thereof.

- v. Client further represents that it shall not use the eStore Processing Services in any manner, including but not limited to using the Services for transactions involved in the following high-risk industries and businesses: (a) adult entertainment including but not limited to pornography, sex-oriented magazines, sex toys, sex channels for television, prostitution, adult cinemas, sex shops, peep shows, and strip clubs; (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 including but not limited to sales of arms, ammunition, guns, missiles, military vehicles, military aircraft, or any business related to the armed forces or armed services; (f) development assistance including but not limited to development cooperation, development assistance, technical assistance, international aid, overseas aid and foreign aid; (g) diamond and precious metal businesses including but not limited to diamond merchants, precious metal merchants (gold, silver, etc.), jewelers and watch sales; (h) any and all bitcoin, digital currency, virtual currency, or cryptocurrency businesses; (i) any and all e-money services such as peer-to-peer transfers, digital wallets, e-commerce payments, 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, energy distribution and natural resources; (l) financial services including but not limited to investment companies, pensions, securities, trusts, fund management, banking, credit unions, correspondent banking, payment services provider, and handling credit monies; (m) gambling including but not limited to bookmakers, casinos, lotteries, amusement arcades, bingo halls, betting brokers, betting intermediaries, and betting exchanges; (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 including but not limited to oil exploration, mining exploration, exploration drilling and resource 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.
- (b) Notice Obligations for the eStore Processing Service. Client will promptly notify Flywire if Client discovers or otherwise suspects any security breaches with respect to Payment Information or payments by its Payers relating to the eStore Processing Service.
- (c) Flywire Responsibilities for the eStore Processing Service. Flywire agrees that it is solely responsible for (i) providing the eStore Processing Service in accordance with the terms of this Agreement and (ii) complying with applicable laws and regulations with respect to its provision of the eStore Processing Service to Client, except to the extent Flywire acts pursuant to the direction of, or relies on approval from Client. Client acknowledges and agrees that Flywire may use subcontractors or third party vendors or suppliers to perform its obligations under this Agreement.
- (d) Client's Responsibilities for the eStore Processing Service. Client agrees that it is solely responsible for: (i) its compliance with the terms of this Agreement and all actions and omissions of Client, Client's respective Affiliates and Client's respective employees, representatives and agents under this Agreement; (ii) transmission of Client Data and Payment Information to Flywire in the agreed upon electronic format; (iii) the accuracy, quality, integrity, and legality of Client Data and Payment Information; and (iv) complying with all applicable laws and regulations with respect to its use of the eStore Processing Service.

3. Fees for the eStore Processing Service.

- (a) Fee Schedule. Client shall pay all fees in accordance with this Agreement and the eStore Processing Services Fees table below, which Flywire may amend upon written notice to Client (the "Fees"). Fees are quoted and payable in United States dollars. Other than in the event of a termination pursuant to Section 8.2 of the Agreement, there are no refunds or credits for partial billing periods.
- (b) Payment Terms. Except for items otherwise specified in the eStore Processing Services Fees table below, amounts payable to Flywire under this Agreement will be due thirty (30) days from the date Texas A&M receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.
- (c) Payment Disputes. Flywire shall not exercise its rights under this section if: (i) applicable fees are under reasonable and good-faith dispute; (ii) all fees due that are not under dispute are paid in full; and (iii) Client is cooperating diligently to resolve the dispute.

4. Termination of the eStore Processing Service.

In addition to any other termination rights set forth in this Agreement, Flywire may, with or without prior notice to Client, immediately suspend Client's access and use of the eStore Processing Service if and when: (i) Client breaches this Agreement; or (ii) Client or its Payers use or attempt to use the eStore Processing Service in any manner that does not comply with this Agreement, or (iii) Flywire believes suspicious activity has occurred in connection with Client's or its Payers' use of the eStore Processing Service. Flywire will promptly notify Client of any such suspension and may in Flywire's sole discretion provide Client with an opportunity to cure the issue which resulted in suspension and reinstate Client's access to the eStore Processing Service. Flywire's suspension of Client's account does not limit Flywire's right to terminate this Agreement pursuant to the terms herein.

5. Technical Integration for eStore Processing Service.

Flywire shall provide Client with access to the application programming interfaces (APIs) as necessary to integrate the eStore Processing Services into Client’s software application, together with documentation respecting such integration. Client shall be solely responsible for effecting such integration, at Client’s expense, provided that Flywire will furnish Client with a reasonable amount of technical support (not to exceed 24 hours) regarding the API and the eStore Processing Services. Following integration, Client and/or its customers will be able to remotely access eStore Processing Services through the Client software application. The eStore Processing Services may not be accessed or used independent of the API and the Client software application. Client shall maintain appropriate network configuration to allow outbound authorization and processing to enable Flywire to provide the eStore Processing Services for the benefit of Client and/or its Customers. Client will be responsible for all of its costs and expenses of all communications connections, including hardware and telecommunications costs and expenses.

6. Service Call Response.

Flywire will provide customer support services during the hours of 9:00 a.m. to 5:00 p.m. Central Time and will use commercially reasonable efforts to respond to service calls from Client during such hours within the following response times (“Service Response Objective”):

- (a) Urgent Issue (more than one customer is experiencing a critical failure) – less than 15 minutes.
- (b) Moderate Issue (a single customer is experiencing a failure) – less than 2 hours.
- (c) Low Priority Issue (no ability to process is affected) – by the end of the next business day.

eStore Processing Services Fees (Charges to Texas A&M)

Item	Pricing	Notes
Monthly SaaS Fee	\$1,995 REDUCED to \$1,495	Includes the following products: eStore (unlimited storefronts) & Secure Checkout (unlimited)
Implementation & Training Fee	\$4,000 one-time implementation fee	Launch training and ongoing support of the institution's designated eStore Manager included. Fee includes MID configuration for each Storefront and hands-on build of up to 10 storefronts.
Migration Services (optional)	\$100 per storefront or \$30,000, whichever is less	Flywire’s team will migrate existing storefronts over to the new eStore environment. (Some limitations apply.)
Transactional fee	\$0.25/transaction REDUCED to \$0.22	
Total	\$1,495/month	

Service Schedule – Payables Service

1. **Description of the Payables Service.** Subject to the terms of this Agreement, Flywire shall make the Payables Service Platform available to Client to provide the following service (the “Payables Service”) consisting of, *inter alia*:
 - (a) access to an online portal that permits Client to view status of payments to Payees;
 - (b) the ability to initiate batch and individual payments to Payees by uploading or inputting Payee information, such as payment amounts and Payee email address;
 - (c) functionality to send emails to Payees from Client’s email address and with Client’s branding to request that Payees input their bank account information into the Payables Service Platform;
 - (d) ability to view Payee details and payment status;
 - (e) the ability to edit Payee information; and
 - (f) the ability to see the balance in Client’s subaccount on the Payables Service Platform.

2. **Use of the Payables Service.**
 - (a) **Authorized Representatives; Account Security.** Each Authorized Representative shall have a unique username and password for the Payables Service Platform. Client will promptly notify Flywire if Client discovers or otherwise suspects any security breaches with respect to its Authorized Representatives, including any unauthorized use or disclosure of a username or password. Client understands that any person with the usernames and passwords of its Authorized Representatives may be able to access the Payables Service Platform, including Client and Payee bank account details and other Confidential Information. Client is responsible for its and its affiliates’ use and misuse of the Payables Service Platform and, to the extent permitted by the Constitution and laws of the State of Texas, shall indemnify Flywire for any damages, costs and expenses that Flywire suffers as a result of such use, misuse or breach.
 - (b) **Reliance on Orders and Instructions.** By entering into this Agreement, Client authorizes Flywire to rely on all orders and instructions (whether oral, written, or electronic) from anyone Flywire or a Licensed Service Provider reasonably believes to be an Authorized Representative of Client. Client further represents that any Deal will be enforceable against Client. Client’s representations herein are deemed to be repeated on each date on which Client enters into any Deal.
 - (c) **Client Responsibilities.** Client is responsible for: (i) ensuring that only Authorized Representatives provide orders and instructions through the Payables Service Platform; (ii) providing the information necessary to enable the initiation of debit or credit entries to the bank accounts that Client wishes to use to fund transactions through the Payables Service Platform; (iii) submitting payment orders in the correct format; (iv) the accuracy, quality and legality of any information it provides and for the means by which Client acquired and used such information; and (v) ensuring that it has transferred to its subaccount on the Payables Service Platform sufficient funds to fund the transactions it requests. If Client’s subaccount on the Payables Service Platform does not contain sufficient funds to settle its transactions, Client’s Deals will not be processed.
 - (d) **Deal Processing.** Flywire will use reasonable efforts to have the Client’s Deals processed on the same day they are submitted, provided there are sufficient funds in Client’s subaccount on the Payables Service Platform to fund the Deals. Flywire cannot control nor be responsible for the time it takes financial institutions, including but not limited to, Payee’s bank and any intermediary banks, to process transactions. If Client submits a request to make a payment on a date that is not a banking day in the jurisdiction where Payee’s bank account is located, the payment date for the transaction will necessarily be delayed until operationally feasible.
 - (e) **Commitment to Deals.** Client commits to a Deal upon electronic acceptance of the Deal. Electronic acceptance includes, but is not limited to, clicking the “Send Payments” button on the Payables Service Platform (“Deal Commitment”). Flywire may accept or refuse a Deal at its absolute discretion without any liability to the Client. Flywire has no control over whether a Licensed Service Provider accepts or refuses a particular Deal.
 - (f) **Payment Details; Status.** After Deal Commitment, the Payables Service Platform will display payment status information, including, but not limited to: (1) the names of Client and Payee; (2) the amount of the payment; (3) information on fees and exchanges rates; (4) the amount recipient receives; and (5) confirmation once the payment has been processed. The Client shall review the payment status display immediately following Deal Commitment to ensure that the description of the Deal set forth on the Payables Service Platform is accurate and is not, in whole or in part, unauthorized or fraudulent. Payment statuses on the Payables Service Platform will be evidence of the terms of the Deal.
 - (g) **Cancellation of Deals; Refunds.** Client may request a refund of transaction or cancellation of a transaction for any reason. Flywire will use commercially reasonable efforts to try to fulfill such cancellation or refund request. There may be a charge for such transactions, and such charges will be debited to Client’s subaccount on the Payables Service Platform. Client acknowledges that the change to the transaction may not be reasonably possible and Flywire is not required to cancel, amend, refund, or reverse any transactions following Deal Commitment.
 - (h) **Prohibited Uses of Payables Service Platform.** Client agrees that it will not use the Payables Service Platform for any speculative or illegal purposes or in connection with any of the following activities: sexually-oriented materials or services; gambling activities; fraud; money-laundering; the funding of terrorist organizations; the purchase or sale of tobacco, firearms, prescription drugs, or other controlled substances; or in connection with any other business or activity prohibited by law or that a Licensed Service Provider, in its sole discretion, deems to be an unacceptable use of the Payables Service Platform.
 - (i) **Transaction Principal; Client Bank Account.** Client agrees and confirms that it is and will be a principal in all transactions and will not act as an agent. Client further agrees that all funds for transactions processed through the Payables Service Platform will come from a bank account owned by Client.

- (j) **Regulatory.** Client understands and agrees that Flywire is not a money transmitter and does not receive, hold, process, or transfer any funds on your behalf in connection with the Payables Service. Client further understands and agrees that it must send any funds it wishes to place in its subaccount on the Payables Service Platform to a bank account owned by Flywire’s Licensed Service Provider and that it will not earn interest on any amounts of funds that it places in its subaccount on the Payables Service Platform.
- (k) **Documentation.** To the extent required to enable Flywire to comply with applicable law (including but not limiting to anti-money laundering and counter-terrorist financing laws), Client agrees to provide all information and documentation in its possession on an individual Payee, on other parties to the transaction, and on itself as reasonably requested by Flywire.
- (l) **Client Warranties for the Payables Service.** CLIENT AGREES THAT CLIENT IS SOLELY RESPONSIBLE FOR THE ACCURACY, QUALITY, INTEGRITY AND LEGALITY OF ALL INFORMATION THAT CLIENT INPUTS INTO THE PAYABLES SERVICE PLATFORM. FLYWIRE SHALL NOT BE RESPONSIBLE: (I) IF AN INCORRECT PAYMENT IS MADE BASED ON INCORRECT PAYMENT OR DELIVERY INSTRUCTIONS PROVIDED BY CLIENT OR PAYEE OR IF CLIENT OR PAYEE MAKE A MISTAKE; (II) FOR COMMUNICATION MALFUNCTIONS THAT AFFECT THE ACCURACY OR TIMELINESS OF MESSAGES OR INSTRUCTIONS BETWEEN CLIENT AND FLYWIRE (INCLUDING LICENSED SERVICE PROVIDERS) AND/OR WHICH PREVENT PAYMENTS FROM BEING TRANSMITTED IN WHOLE OR IN PART; (III) IF FOR ANY REASON, CLIENT CANNOT ACCESS ANY PART OF THE PAYABLES SERVICE PLATFORM OR IF THE PAYABLES SERVICE PLATFORM DOES NOT FUNCTION OR IS NOT AVAILABLE; (IV) A DEAL IS PROCESSED LATER THAN THE CLIENT HAD ANTICIPATED FOR ANY REASON.
3. **Payables Service Fees.** Client shall pay all fees in accordance with this Agreement and as set forth below. Fees are quoted and payable in United States dollars. Except for items otherwise specified below, amounts payable to Flywire for the Payables Service under this Agreement will be due thirty (30) days from the date Texas A&M receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.
4. **Payables Service Term.** This Agreement with respect to the Payables Service will commence on the Effective Date as set forth above and will continue in force for a period of one (1) year unless terminated in accordance with Section 8.2 of this Agreement or Section 5 of this Service Schedule. Thereafter, this Agreement with respect to the Payables Service may be renewed by mutual written agreement of the Parties.
5. **Termination for Minimal Use.** If Flywire reasonably believes that Client’s use of the Payables Service is insufficient to permit Flywire to cover the costs of providing the Service to Client, Flywire may terminate the Payables Service by giving Client sixty (60) days’ written notice. In such circumstances, the Parties agree to discuss alternatives to termination, including, but not limited to, charging Client a fee for continued use of the Payables Service.
6. **Payables Service.** Client agrees that during the Term for Payables Service, Flywire will be the official processor of student refunds, provided, however, that this shall not limit the ability of Client to process student refunds through existing banking relationships or their replacements and equivalents.
7. **Quarterly Review.** The Parties agree to meet at least quarterly to assess the progress of their relationship, resolve issues of concern, and make decisions regarding future goals, plans, and actions that may be required.

Payables Services Fees (Charges to Texas A&M)

	Fee	Notes
Annual Platform Fee	WAIVED	
Transaction fees		
ACH to United States (USD):	\$1.00 USD/payment	Transactional fees are deducted at the time of payment initiation. They can be paid by sender or passed along to recipient.
EFT to Canada (CAD, USD):	\$1.00 USD/payment	
Local Bank Transfer/International ACH:	\$4.00 USD/payment	
SWIFT Bank Wires (made in local currency):	\$10.00 USD/payment	
Non-FX SWIFT Wires (e.g., USD wires to China):	\$25.00 USD/payment	
Foreign Exchange (“FX”) Pricing	Exchange rates are agreed on at the time of each Deal. Exchange rates are valid for that Deal only and are not guaranteed for any other transaction.	For outgoing payments involving a currency conversion.

Flywire reserves the right to modify fees for the Payables Service upon ninety (90) days’ advance written notice.



SLA Exhibit to Services Agreement

Service Availability

Flywire commits that the Services will achieve a Service Availability of 98.9%. "Service Availability" means the number of minutes in a month that any key functionality is operational, as a percentage of the total number of minutes in such month, excluding downtime resulting from (i) Scheduled Maintenance to our system communicated to subscribers through <https://status.flywire.com/>, (ii) events of Force Majeure as defined in the Agreement, (iii) issues associated with the Client's computing devices, local area networks or internet service provider connections, or (iv) inability to deliver Services because of acts or omissions of Client or any end user.

Response Times for Technology Issues

Service Classification	Low and Medium Impact Support Hours	Major Impact Support Hours	Response time by Engineer	Recovery Time Objective
Major Impact software unusable	08:45am - 4:30pm Monday – Friday	24 x 7	15 Mins	2 Hours
Medium Impact software useable with severely restricted functionality or performance			30 Mins	4 Hours
Low Impact software useable with minor impact on functionality or performance			1 Day	3 Days

Client Experience Team SLAs*

#	Service Level	KPI
1	Email sent to Flywire Client Experience Team address (clientexperience@flywire.com , clientsuccess@flywire.com).	Email: 95% of the tickets responded within 24 hours
2	Phone calls made to Flywire Client Experience phone number.	Phone Calls: 95% of the calls connected to an Agent
3	Chat Inquiries through our Live Help available on Client Dashboard.	Chat: 95% of the Chats are connected to an Agent

*Working Hours applicable to Client Experience Team Service Levels are 9am – 5pm (GMT, EST and SGT).

Payment Experience SLAs

#	Service Level	KPI
1	Email sent to Flywire payer support address (support@flywire.com , support.edu@flywire.com).	Email & Contact Form: 95% of the tickets responded within 24 hours
2	Support Contact Form submitted through Flywire's platform (https://help.flywire.com/hc/en-us/requests/new).	
3	Phone calls made to Flywire Payment Experience phone numbers (https://www.flywire.com/contact/).	Phone Calls: 95% of calls are connected to an Agent
4	Chat Inquiries through our Live Help (Widget on Flywire's payment experience & Help Centre).	Chat: 95% of the Chats are connected to an Agent

Flywire's dedicated Payment Experience team provides round-the-clock support to student/family payers with any payment issues they have. Payers can contact our Payment Experience team via phone, live chat and email.