

EDUCATIONAL CREDIT MANAGEMENT CORPORATION
MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT is made this May 15, 2015 (Effective Date), by and between Educational Credit Management Corporation, a corporation governed by the laws of the State of Minnesota, with its principal place of business at 1 Imation Place, Building 2, Oakdale, Minnesota 55128 (hereafter, "ECMC") and North Orange County Community College District, with its District Office located at 1830 W. Romneya Drive, Anaheim, CA 92801 (hereafter, "Client"):

WHEREAS, ECMC owns or licenses certain proprietary applications as well as provides and offers certain related to default prevention of federally guaranteed student loans:

WHEREAS, Client desires to obtain such services and/or utilize such products in connection with Client's default prevention services.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** The following terms shall have the meanings ascribed below. Additional terms may be defined elsewhere in this Agreement.

"Affiliate School" or "School" means all schools listed on Exhibit A.

"Applicable Laws" means all state and federal laws applicable to delinquency counseling activities, including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq.* ("FCRA"), the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* ("FDCPA"), the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232[g], *et seq.*, the Federal Trade Commission Act, 15 U.S.C. §41 *et seq.* ("FTCA"), the Standards for Safeguarding Client Information; Final Rule (16 CFR Part 314), the Gramm-Leach-Bliley Act, 15 USC §6801 *et seq.* (GLBA), The Privacy Act of 1974, 5 U.S.C § 552a.; The Higher Education Act of 1965 ("HEA"), the Equal Credit Opportunity Act, the Bankruptcy Code (11 U.S.C. 101 *et seq.*), the Telephone Consumer Protection Act, and the Dodd-Frank Wall Street Reform and Consumer Protection Act as well as guidelines, directives and policies issued by the U.S. Department of Education.

"Authorized User" or "User" means employees of Client authorized by Client to access and use LoanTracker.

"Borrower" means the individual identified as the borrower or as a co-borrower on a Delinquent Loan.

"Borrower Data" means all information about a Borrower including, but not limited to, names, addresses, telephone numbers, account numbers, and demographic, financial and transaction information, and skip locator information.

"Delinquent Loan" means a Loan that is one (1) day or more past due but, at the time of placement with ECMC, is not in "default", under the terms of the master promissory note.

"Intellectual Property" or "Intellectual Property Rights" means that all or any of the following in any country worldwide, whether or not filed or registered: (i) patents; (ii) copyrights (including moral rights and author's rights); (iii) database rights; (iv) know-how or trade secrets, whether or not developed or reduced to practice; (v) industrial designs (including utility models); (vi) trademarks, service marks, logos, Internet addresses (URLs), domain names, user interfaces, user screens and the goodwill associated with them; (vii) rights of publicity; and (viii) any other proprietary rights relating to intangible property anywhere in the world.

"Loan" means a loan(s) that is subject to the HEA, which has been in repayment in active cohort years.

"LoanTracker" means the ECMC proprietary, web-hosted application along with all user interfaces, graphics, screens, materials and intellectual property associated therewith, updates, modifications or improvements thereto that ECMC makes available to Client pursuant to this Agreement.

"Order" or "Order Form" means an order form or statement of work signed by the Parties that references and is subject to this Agreement. Each Order Form will describe the services, products, including third party products, if any, ordered by Client. Unless otherwise agreed to in writing, each School listed on Exhibit A shall execute an Order Form identifying the services and products specific to such School.

"Services" means those services and products provided by ECMC, as described in the applicable Order Form, but excluding Third Party Products.

"Third Party Data" means information about a Borrower made available by another entity, or person, including, but not limited to, skip locator information, information provided by National Student Loan Data System ("NSLDS") and information provided by loan servicers.

"Third Party Products" means any products or service that sublicensed by ECMC, but provided by a third party

2. **GENERAL.** Subject to the terms and conditions of this Agreement, upon the parties execution of an Order Form, ECMC shall provide or make available to Client and/or each School (as listed on Exhibit A, which is hereby incorporated by reference) the services and products described in the applicable Order Form. Each Order Form shall reference and be subject to the terms of this Agreement. Each Order Form shall (i) identify the services, products, including third party products, to be provided, and (ii) the name, contact information, and billing location of each School subject to the Order Form. References throughout this Agreement to Client will apply as well to all Schools utilizing the services or products. In its sole discretion, ECMC may require a School and/or Client to provide or execute additional documentation and assurances in connection with an Order Form(s).

3. LOANTRACKER LICENSE.

3.1 Use of LoanTracker is subject to this Agreement and to the written terms posted on the LoanTracker Log-On screen ("*Online Terms*"), a current version of which is attached as Exhibit B. ECMC will make reasonable efforts to ensure that LoanTracker is provided in an accessible manner, consistent with the American with Disabilities Act. *The Online Terms* are hereby incorporated by reference. The *Online Terms* may be unilaterally modified by ECMC at any time and such modifications shall be effective and binding upon Client and Authorized Users when posted.

3.2 Client shall have a personal, non-exclusive, revocable, non-transferrable, non-assignable limited license to access and display LoanTracker, solely for its internal business purpose, solely within the United States. Client's right to access and use LoanTracker shall be limited to two (2) Authorized Users per OPEID unless otherwise expressly agreed to by ECMC in writing.

3.3 All authorized users of Client must be employees of Company and must be located within the United States. Client shall not make LoanTracker available to anyone other than Authorized Users. Client shall be responsible for and liable for Authorized Users' compliance with this Agreement and for all activity of its Authorized Users. Each Authorized User must enter a valid User I.D. and password ("*Access Codes*") to access LoanTracker. Client shall be solely responsible for maintaining the security of such Access Codes. Any transactions under a Client's Access Code will be deemed to have been authorized, performed by and binding upon Client. Client shall notify ECMC promptly if Client becomes aware of or reasonably suspect any security breach, including any loss, theft or unauthorized disclosure or use of its password or accounts.

3.4 Neither Client nor its Authorized Users, employees, agents, or representatives shall at any time (i) modify or make (or attempt to make) derivative works based, in whole or in part, of LoanTracker (or any component thereof); (ii) create internet links to or from LoanTracker, other than Client's own intranets or otherwise for its own internal business purposes; (iii) disassemble, reverse engineer, reverse compile, translate or convert (or attempt to convert) the LoanTracker, or any portion thereof, to human readable format or permit others to do so; (iv) permit use of or access to the LoanTracker (or any component thereof) by any third party or otherwise assign, sublicense, lease, transfer, or distribute LoanTracker or operate LoanTracker for timesharing, rental, outsourcing, or service bureau operations or otherwise for the benefit of any Party other than Client; or (v) access the LoanTracker in order to (A) build a competitive product or service, (B) copy any ideas, features, functions or graphics of the LoanTracker for the purpose of building a product to replace LoanTracker.

3.5 Without limiting the foregoing, ECMC reserves all rights, title and ownership in and to LoanTracker and all Intellectual Property Rights therein, along with and any custom work, deliverables, or know-how owned or developed in whole or in part by Client or any affiliate of Client. Subject to the obligations of confidentiality, ECMC will be free to use any ideas, concepts, techniques, and know-how developed pursuant to this Agreement for itself and for other clients. Upon termination, all rights of client in and to LoanTracker shall cease and neither Client nor Authorized User shall make any attempt to access or use LoanTracker.

4. CONFIDENTIAL INFORMATION.

4.1 As used herein, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed in connection with this Agreement to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including without limitation, LoanTracker and all Intellectual Property Rights associated therewith, business and marketing plans, technology and technical information, product designs, and business processes as well as the Borrower Data. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

4.2 Disclosures Required by Law. In the event that the Receiving Party or any of its Representatives becomes subject to a request for disclosure under public records law, the Receiving Party agrees to give the Disclosing Party prior notice of the existence, terms, and circumstances surrounding such request so that the Disclosing Party may, in its sole judgment:

(a) Consult with Receiving Party concerning steps to resist or narrow the scope of such request; and

(b) Take steps to limit the disclosure of trade secret and proprietary information, including, but not limited to pricing and proprietary reports.

The Receiving Party agrees to cooperate and provide reasonable assistance to Disclosing Party in opposing such disclosure or otherwise seeking limitations on such disclosure. If, after providing such notice and assistance, the

Receiving Party remains legally obligated to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information that is required to be disclosed and will redact such portions of the Confidential Information as is permissible by law, including, but not limited to trade secret information, such as pricing metrics and proprietary information of Disclosing Party.

4.3 A Receiving Party shall have no right to use Confidential Information of the Disclosing Party except in connection with the performance of its obligations and/or the exercise of its rights pursuant to this Agreement. A Receiving Party agrees to use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure or use of the Disclosing Party's Confidential Information as it uses to protect its own Confidential Information. Receiving Party shall disclose Confidential Information of Disclosing Party only to its employees or independent contractors who have a need to know for the purposes permitted by this Agreement and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement. Receiving Party shall not remove any confidentiality or proprietary notices from Disclosing Party's Confidential Information.

4.4 "Personal Information" means all information that is protected by Applicable Laws. All Personal Information shall be treated as the Confidential Information of the Discloser and subject to the obligations and restrictions on use set forth in this Section 4. In addition, each Party shall implement and maintain an information security program that meets or exceeds industry standards and, to the extent applicable, that complies with the safeguarding of Personal Information, and shall maintain and enforce safety and security procedures that are designed to protect against unauthorized access consistent with Applicable Laws. Each Party shall monitor its systems and its procedures for security breaches, violations and suspicious activity, and, in the event a Party becomes aware of a security breach resulting in access to the other Party's Confidential Information, such Party shall promptly, but in any event within one (1) hour after confirmation, notify the other Party of the nature of the breach or unauthorized access along with steps being taken to address the incident and prevent future incidents.

4.5 The Parties acknowledge that the remedies at law available for the protection of Confidential Information may be inadequate, and, without limiting any rights available at law, each Party is entitled to seek injunctive relief for any breach of this Agreement relating to the protection of its Confidential Information.

5. WARRANTIES; DISCLAIMERS.

5.1 ECMC warrants that (i) it has all necessary corporate power, authority, and legal right to execute and deliver this Agreement and (ii) that the Services provided by ECMC shall be performed in a professional manner. ECMC does not warrant that the operation of LoanTracker will be uninterrupted or error free.

5.2 ECMC MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES UNDER THIS EULA WITH RESPECT TO LOANTRACKER, ITS CONTENTS, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, SUITABILITY, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. ECMC MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER OF ANY KIND WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CONTENT, INFORMATION OR DATA PROVIDED BY A CREDIT REPORTING AGENCY, DATA VENDOR, NSLDS, LOAN SERVICER, LENDER OR SCHOOL. FURTHER, ECMC DOES NOT WARRANT OR REPRESENT THAT LOANTRACKER WILL OPERATE UNINTERRUPTED OR ERROR-FREE. ECMC MAKES NO REPRESENTATION OF ANY KIND AND DISCLAIMS ALL WARRANTIES AS TO ANY CONTENT DISCLOSED, DISPLAYED OR MADE AVAILABLE ON LOANTRACKER, WHETHER MADE POSTED BY ECMC, CLIENT OR A THIRD PARTY.

6. INDEMNIFICATION. 6.1 ECMC shall indemnify, hold harmless and defend Client against any loss or damage (including reasonable attorney fees) incurred by or imposed on Client as a result of a third party claim suit or demand, based upon or arising out of: (i) a claim that LoanTracker infringes a valid copyright or misappropriates any trade secret recognized as such by the Uniform Trade Secret Law; or (ii) the gross negligence or willful misconduct of ECMC in the performance of this Agreement ECMC obligations under this Section 6 are conditioned upon: (a) Client notifying ECMC promptly and in writing of such action; (b) granting ECMC sole control of the defense of the action and any related settlement negotiation; and (c) cooperating, as reasonably requested, in defense or settlement negotiations. If all or any component LoanTracker becomes, or in ECMC's opinion is likely to become, the subject of an infringement or misappropriation claim, ECMC may, at its option and expense, either: (aa) procure for Client the right to continue to use the Services; (bb) replace or modify the Services so that it becomes non-infringing; or (cc), terminate Client's access, use and/or rights to the Services. ECMC shall have no obligation to the Client with respect to any claim, proceeding, action or investigation or loss based in whole or in part upon, or resulting from: (aaa) a violation of the terms of this Agreement by Client (including, its Users/Affiliated Schools); (bbb) any services, products, equipment, software, hardware or data of a third party unless provided by ECMC for the use of the service; and (ccc) any modifications to the Services made by Client (its Users/Affiliated Schools); and (ddd), any claim, action or proceeding arising out of or related to any Third Party Product sublicensed by ECMC. This section states ECMC's liability and Client's exclusive remedy for infringement and misappropriation claims and actions.

6.2 Client shall defend, and hold harmless ECMC from and against any loss or damage (including reasonable attorney fees) incurred by or imposed on ECMC as a result of a third party claim, suit, demand, or proceeding based on or arising out of both: (i) the gross negligence or willful misconduct of Client; or (ii) Client's failure to comply with Applicable Laws.

7. LIMITATIONS.

7.1 ECMC SHALL NOT BE LIABLE FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER OR THE OPERATION OR USE OF THE LOANTRACKER AND SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, EVEN IF ECMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST LICENSOR MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

7.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR A CLAIM COVERED BY SECTION 7 (INDEMNIFICATION) A PARTY'S AGGREGATE LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY PAID TO ECMC BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM.

7.3 Except for actions of non-payment or breach of a Party's Intellectual Property Rights, no action (regardless of form) arising out of this Agreement may be commenced by either Party more than two (2) years after the cause of action accrued.

8. INSURANCE

ECMC, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain the following policies of insurance:

1. General liability coverage insuring against all bodily injury, property damage, personal injury and any other loss or liability caused by or connected with the negligence of ECMC, its officers and agents in the performance of this Agreement. Such insurance shall be in amounts not less than \$1,000,000 per occurrence/\$10,000,000 aggregate and be endorsed to name Client as an additional insured.

2. Cyber liability coverage of no less than \$3,000,000 per occurrence to cover damages resulting from the unauthorized access to or theft of data and the unauthorized disclosure or use of personally identifiable information ECMC may acquire from Client in connection with this Agreement. Such policy shall cover consumer notification expenses, credit monitoring costs and any other liability, loss or expense of any nature whatsoever arising out of or related to the unauthorized access to or theft of data and the unauthorized disclosure or use of personally identifiable information. ECMC further agrees to name Client as an additional insured under said cyber liability policy.

9. TERM; TERMINATION.

9.1 This Agreement will commence on the Effective Date and continue for a period of twelve (12) months ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year term (each a "Renewal Term") unless either Party notifies the other in writing.

9.2 A Party may terminate in the event a material breach of this Agreement that remains uncured thirty (30) days after the non-breaching Party has delivered written notice to the breaching Party. A material breach includes, without limitation, insolvency and/or bankruptcy of a Party (including the threat thereof) as well as a violation of a material term of this Agreement. Upon termination of this Agreement as a result of a material breach, all rights of Client in and to the Services shall terminate immediately.

9.3 Upon the request of Client for termination, ECMC shall return to Client a file of Borrower Data promptly, but no less than forty-five (45) days of the date such request is received.

10. SURVIVAL. The following provisions of this Agreement will survive expiration or termination of this Agreement: Section 1 (Definitions), Section 2 (General), Section 3 (LoanTracker), Section 4 (Confidential Information), Section 5.2 (Disclaimer), Section 6 (Indemnification), Section 7 (Limitations), Section 8 (Insurance), Section 9 (Term; Termination), this Section 10 (Survival), Section 11 (Notices; Contact Information), and Section 12 (Fees; Taxes), and Section 14 (General Provisions), and, if so ordered by Client, all terms conditions applicable to any Third Party Products.

11. **NOTICES; CONTACT INFORMATION.** Any notices required to be given under this Agreement must be in writing and must be sent to recipient's address or facsimile number for notices set forth on the signature page below (see, "Instructions to Client"). Notice shall be considered delivered within five (5) business days after being mailed by certified or registered mail, first class, postage prepaid.

12. **FEES; TAXES.**

12.1 Client shall pay all amounts invoiced by ECMC. All invoices are due and payable by Client thirty (30) days from the date of the invoice. All unpaid amounts invoiced shall bear an interest rate of 1.5% per month or the maximum rate permitted by law until paid in full. In the event Client disputes an invoice, Client shall notify ECMC, in writing, within thirty (30) days of receipt of the invoice. Client's notice shall include an itemization of the amount Client disputes and the basis for such dispute. If no written objection is made by Client within such thirty (30) day period, Client will be deemed to have accepted the invoice and waived any objection. Client shall pay all costs incurred by ECMC in connection with any litigation, action, or proceeding taken by ECMC to enforce its right under this Section 12, including all reasonable attorney fees, costs, and expenses. Client may, with prior written agreement by ECMC, withhold or setoff all or any portion of amounts invoiced or otherwise due and owing under this Agreement.

12.2 In addition to all other rights at law or in equity, ECMC may terminate this Agreement and/or suspend access to the Services/LoanTracker (including third party services, e.g., iGrad) without notice to Client if any amounts invoiced remain unpaid sixty days after the date of such invoice. Client agrees that ECMC shall have no liability to Client for such suspension or termination, and Client waives any and all claims or actions against ECMC, in the event of such termination/suspension.

12.3 All fees are non-refundable, including any prepaid fees and are subject to change, once annually, at renewal, at the discretion of ECMC. Such written notice shall include sufficient detail to identify the nature of the dispute, the amounts and dispute and the basis for the dispute. Thirty (30) days advance written notice will be provided to Client prior to the effective date of any change in fees.

12.4 All charges under this Agreement are stated exclusive of any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Client is solely responsible for, and shall pay all present and future Taxes associated with this Agreement, excluding taxes based on ECMC's income. If ECMC pays or collects Taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client.

13. **Third-Party Servicer.** ECMC agrees to comply with all statutory provisions of or applicable to Title IV of the Higher Education Act of 1965, as amended (HEA), all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including, without limitation, the requirements set forth in 34 C.F.R. 668.25.

14. **GENERAL PROVISIONS.** (i) *No Benefits* - This Agreement shall be binding upon and the obligations and benefits hereof shall accrue only to the Parties hereto and their respective successors and to their permitted assigns; (ii) *Force Majeure* - ECMC shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance; interruption of or delay in transportation; unavailability of, interruption or delay in telecommunications or third party Services (including DNS propagation); inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services and/or LoanTracker; (iii) *Entire Agreement* - This Agreement, including all exhibits attached hereto and other documents expressly incorporated by reference herein, contains the entire Agreement between the Parties. All prior negotiations or representations between the parties with respect to the subject matter herein, whether written or verbal, not incorporated herein, are superseded. Except with respect to changes made by ECMC to the Online Terms, to pricing and to fees (as expressly permitted by this Agreement), this Agreement may be modified only in a writing that is executed by authorized representatives of each party and that references and incorporates this Agreement. In no event shall this Agreement or any component hereof be modified, amended, or affected in any way by email correspondence between the parties' employees, agents or representatives or by any terms printed on any invoice, purchase order or other document generated by Client; (iv) *Valid Agreement* - If any part or parts of this Agreement are held to be invalid, the remaining parts of the Agreement shall continue to be valid and enforceable as to the Parties hereto; (v) *Governing Law* - This Agreement is subject to the jurisdiction of and shall be interpreted under the laws of the State of California without regard to any conflict of law provisions; (vi) *Obligations* - Each Party's obligations to perform its duties hereunder are subject to all governmental requirements and restrictions, which may now be or hereafter become applicable thereto; (vii) *Captions* - The captions contained in this Agreement are for reference purposes only and shall not affect the meaning and construction of the terms thereof; (viii) *Waiver* - No waiver by either Party of any breach, default, or series of breaches or defaults, and no failure, refusal or neglect of either Party to exercise any right, power or option given to it hereunder or to insist upon strict compliance with the terms of this Agreement shall constitute a waiver of these provisions with respect to any subsequent breach thereof or a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with the provisions

thereof; (ix) **Assignment; Delegation** - ECMC may assign, delegate or subcontract all or any portion of its rights or obligations under this Agreement without Customer's consent. Customer may not assign this Agreement or any of its rights or obligations herein without the prior written consent of ECMC, which shall not be unreasonably withheld. Subject to the restrictions in assignment contained herein, this Agreement will be binding on and inure to the benefit of the Parties hereto and their successors and assigns; (x) **Press Releases** - ECMC may include Client's name in its informal marketing and promotional materials regarding the availability of any of its products or services to other clients. With Client's advance consent, ECMC may issue press releases from time to time; (xi) **Authority** - Each Party represents that it has all necessary corporate power, authority, and legal right to execute and deliver this Agreement and to perform its obligations as contemplated by this Agreement. Client further represents and warrants that it, and each of its Schools, has sufficient funds and will have sufficient funds available to timely pay ECMC all amounts due or that will come due under this Agreement, AND (xii) **Counterparts** - This Agreement, and any amendments hereto may be executed on separate counterparts or signature pages, which will be considered the same as if a single document had been executed. This Agreement, and any amendments will become binding when one or more counterparts or signature pages has been executed by each of the parties and delivered (including by facsimile transmission) to the other party. Each counterpart of this document containing the valid handwritten signatures (including those delivered by facsimile) of each of the parties will be deemed an original, and all counterparts and signature pages, taken together, will be considered a single document.

IN WITNESS WHEREOF, each Party hereto has executed this Agreement as of the month, day and year indicated below, and shall be effective as of the Effective Date stated forth above.

Educational Credit Management Corporation

North Orange County Community College District

By:

Therese Bickler

By:

CM Brahmhatt

Printed Name:

Therese Bickler

Printed Name:

CM Brahmhatt

Title:

Vice President, Operations

Title:

Interim Vice Chancellor, Finance & Facilities

Date Signed:

06/2/2015

Date Signed:

5/25/15

ECMC Contract #15-113
North Orange County Community College District

EXHIBIT A
SCHOOL BRANCH NAMES AND LOCATIONS

This Exhibit A is subject to the Master Services Agreement of the parties, dated May 15, 2015 and incorporated by reference therein. Client represents, warrants, and agrees that if any School, identified below, is an Affiliate of Client, as that term is defined in the Agreement, that Client has the full power and authority to bind itself and each such Affiliate so listed to every obligation of Client in the Agreement and that Client's signature to the Agreement will binding upon each such Affiliate.

NOCCCD-Fullerton College
OPE ID 001201
321 E Chapman Avenue
Fullerton, CA 92832
(714) 484-7000

Cypress College
OPE ID 001193
9200 Valley View Street
Cypress CA 90630
(714) 992-7000

ORDER FORM 1.a
DEFAULT PREVENTION
LOANTRACKER DASHBOARD

This Order Form is made pursuant to the terms and conditions of the ECMC Service and Licensing Agreement, dated May 15, 2015, by and between Educational Credit Management Corporation, a Minnesota non-profit corporation, having offices at 1 Imation Place, Building 2, Oakdale, Minnesota 55128 (hereafter, "ECMC") and North Orange County Community College District with its principal offices at 1830 W. Romneya Drive, Anaheim, CA 92801 and describes the Services to be provided NOCCCD-Fullerton College by ECMC. This Order Form is subject to the terms and conditions of the Agreement, and shall be effective as of the Effective Date of the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Form, the Agreement shall control to the extent of such Conflict.

I. Services; Products. Subject to the terms of the Agreement, ECMC agrees to provide Client and its Affiliates listed on Exhibit A of this Service Order the following:

A. Default Prevention Services. For purposes of this Order Form, "Default Prevention Services" means the counseling and outreach activities provided by ECMC to a Borrower with respect to their Delinquent Loan.

Subject to the terms and conditions of the Agreement, ECMC shall provide one or more of the following Services:

- Telephonic outreach to Delinquent Borrowers
- Reference phone calls
- Letter/email outreach efforts
- Web chat capability with Delinquent Borrower
- Skip tracing services
- Repayment/deferment/forbearance assistance and tracking
- Support via websites content
- Downloadable Reports

Client represents and warrants that, to the best of its ability: (i) as of the date of placement with ECMC, the loans serviced by ECMC are neither the subject of collection efforts by a third party or otherwise known to be "defaulted" (or "in default") under the terms of the master promissory note, and (ii) it has obtained all necessary and proper consents and authorizations from the Borrower to permit ECMC to perform the Default Prevention Services.

B. LoanTracker. Subject to the terms and conditions of the Agreement, Client shall designate no more than two (2) Authorized Users (per OPEID). With the prior written consent of ECMC and pursuant to a change order or amendment signed by both parties, Authorized Users may be added for an additional monthly fee of \$25.00 per Authorized User. Authorized Users shall have access to the LoanTracker, including the following:

- Documentation and training for LoanTracker
- Consolidated reports for multiple colleges/campuses
- Projected cohort default rates

II. Responsibilities and Procedures.

A. Data; Reports. Client shall retrieve and upload to ECMC the data listed below, in the required format, at least twice a month:

- NSLDS School Portfolio Report (SCHPR1) on borrowers entering repayment in current or future cohort year
- NSLDS Delinquency Report (DELQ01)
- Delinquency reports from FFELP servicers or guarantors (whether or not "PUT" to the Department) pertaining to such borrowers for the current cohort year**

Client may retrieve and upload to ECMC the data listed below:

- (Optional) List of references for borrowers (provided in the format requested by ECMC)

**Alternatively, Client may, at its option, provide ECMC sufficient written authorization, as required by the provider of the Third Party Data, to permit ECMC to obtain such information directly from the provider of the Third Party Data. Client shall abide by all restrictions applicable to such data imposed by the provider of the Third Party Data. Client

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North Orange County Community College District

may be charged a professional service fee equal to \$175.00 per hour for technical support if electronic data files provided by Client are not compatible with the LoanTracker.

III. Fees, Charges, Invoicing. All fees and charges will be invoiced consistent with the terms and conditions of the Agreement and as described below.

A. Monthly Fee. All Services shall be billed and due monthly. The monthly fee for such services described in this Order Form is SIX DOLLARS (\$6.00) per Borrower.

B. Out-of-Scope Services. If Client requests that ECMC provide services that ECMC determines, in its sole discretion, are outside the scope of this Order Form, no such services shall be provided by ECMC unless and until the parties execute a separate Order Form and, or a written change order detailing the scope of such service along, fees and pricing.

IV. Term; Termination. This Order Form will commence on the Effective Date stated above and coincide with the duration of the Agreement. A termination of the Agreement shall result in termination of this Order Form. ECMC may terminate access to and use of the LoanTracker immediately in the event ECMC, in its sole discretion, determines that Client has violated any restrictions on use of the LoanTracker and/or the Third Party Data.

V. Service Level Agreement. ECMC shall provide the Service according to the Service Level Agreement attached as Exhibit C.

IN WITNESS WHEREOF, each Party hereto has executed this Order Form as of the month, day and year indicated below, and shall be effective as of the date stated above as the Effective Date.

Educational Credit Management Corporation

NOCCCD-Fullerton College

By:

Therese Bickler

By:

Rajen Vurdien

CR

Printed Name:

Therese Bickler

Printed Name:

Rajen Vurdien, Ph.D., MBA
Fullerton College President
321 E. Chapman Avenue
Fullerton, CA 92832

AA
my
5-18-15
/s/

Title:

Vice President, Operations

Title:

Date Signed:

6/2/2015

Date Signed:

North Orange
County
Community
College District

By:

CM Brahmhatt

[Signature]

Printed Name:

CM Brahmhatt

Title:

Interim Vice Chancellor, Finance & Facilities

Date Signed:

5/22/15

ORDER FORM 1.b
DEFAULT PREVENTION
LOANTRACKER DASHBOARD

This Order Form is made pursuant to the terms and conditions of the ECMC Service and Licensing Agreement, dated May 15, 2015, by and between Educational Credit Management Corporation, a Minnesota non-profit corporation, having offices at 1 Imation Place, Building 2, Oakdale, Minnesota 55128 (hereafter, "ECMC") and North Orange County Community College District with its principal offices at 1830 W. Romneya Drive, Anaheim, CA 92801 and describes the Services to be provided Cypress College by ECMC. This Order Form is subject to the terms and conditions of the Agreement, and shall be effective as of the Effective Date of the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Order Form, the Agreement shall control to the extent of such Conflict.

I. Services; Products. Subject to the terms of the Agreement, ECMC agrees to provide Client and its Affiliates listed on Exhibit A of this Service Order the following:

A. Default Prevention Services. For purposes of this Order Form, "Default Prevention Services" means the counseling and outreach activities provided by ECMC to a Borrower with respect to their Delinquent Loan.

Subject to the terms and conditions of the Agreement, ECMC shall provide one or more of the following Services:

- Telephonic outreach to Delinquent Borrowers
- Reference phone calls
- Letter/email outreach efforts
- Web chat capability with Delinquent Borrower
- Skip tracing services
- Repayment/deferment/forbearance assistance and tracking
- Support via websites content
- Downloadable Reports

Client represents and warrants that, to the best of its ability: (i) as of the date of placement with ECMC, the loans serviced by ECMC are neither the subject of collection efforts by a third party or otherwise known to be "defaulted" (or "in default") under the terms of the master promissory note, and (ii) it has obtained all necessary and proper consents and authorizations from the Borrower to permit ECMC to perform the Default Prevention Services.

B. LoanTracker. Subject to the terms and conditions of the Agreement, Client shall designate no more than three (3) Authorized Users (per OPEID). With the prior written consent of ECMC and pursuant to a change order or amendment signed by both parties, Authorized Users may be added for an additional monthly fee of \$25.00 per Authorized User. Authorized Users shall have access to the LoanTracker, including the following:

- Documentation and training for LoanTracker
- Consolidated reports for multiple colleges/campuses
- Projected cohort default rates

II. Responsibilities and Procedures.

A. Data: Reports. Client shall retrieve and upload to ECMC the data listed below, in the required format, at least twice a month:

- NSLDS School Portfolio Report (SCHPR1) on borrowers entering repayment in current or future cohort year
- NSLDS Delinquency Report (DELQ01)
- Delinquency reports from FFELP servicers or guarantors (whether or not "PUT" to the Department) pertaining to such borrowers for the current cohort year**

Client may retrieve and upload to ECMC the data listed below:

- (Optional) List of references for borrowers (provided in the format requested by ECMC)

**Alternatively, Client may, at its option, provide ECMC sufficient written authorization, as required by the provider of the Third Party Data, to permit ECMC to obtain such information directly from the provider of the Third Party Data. Client shall abide by all restrictions applicable to such data imposed by the provider of the Third Party Data. Client

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North Orange County Community College District

may be charged a professional service fee equal to \$175.00 per hour for technical support if electronic data files provided by Client are not compatible with the LoanTracker.

III. Fees, Charges, Invoicing. All fees and charges will be invoiced consistent with the terms and conditions of the Agreement and as described below.

A. Monthly Fee. All Services shall be billed and due monthly. The monthly fee for such services described in this Order Form is SIX DOLLARS (\$6.00) per Borrower.

B. Out-of-Scope Services. If Client requests that ECMC provide services that ECMC determines, in its sole discretion, are outside the scope of this Order Form, no such services shall be provided by ECMC unless and until the parties execute a separate Order Form and, or a written change order detailing the scope of such service along, fees and pricing.

IV. Term; Termination. This Order Form will commence on the Effective Date stated above and coincide with the duration of the Agreement. A termination of the Agreement shall result in termination of this Order Form. ECMC may terminate access to and use of the LoanTracker immediately in the event ECMC, in its sole discretion, determines that Client has violated any restrictions on use of the LoanTracker and/or the Third Party Data.

V. Service Level Agreement. ECMC shall provide the Services according to the Service Level Agreement attached as Exhibit C.

IN WITNESS WHEREOF, each Party hereto has executed this Order Form as of the month, day and year indicated below, and shall be effective as of the date stated above as the Effective Date.

Educational Credit Management Corporation

Cypress College

By:

Therese Bickler

By:

Klant KC

Printed Name:

Therese Bickler

Printed Name:

Karen Cant

Title:

Vice President, Operations

Title:

Vice President Admin Services

Date Signed:

6/2/2015

Date Signed:

5/11/15

North Orange
County
Community
College District

By:

CM Brahmhatt

Printed Name:

CM Brahmhatt

Title:

Interim Vice Chancellor, Finance & Facilities

Date Signed:

5/24/15

Exhibit B
LoanTracker Terms of Use

By using *LoanTracker*™ you agree to comply with all of the following and that you have read, understood, and are subject to the terms and conditions of the Master Services and Licensing Agreement between your organization and ECMC. (Collectively, the "Agreement").

You must enter a valid User I.D. and password ("Access Codes") to access LoanTracker. It is your sole responsibility to monitor and control use of these Access Codes for all purposes and you accept all responsibility for the security of your Access Codes, and utilization of LoanTracker via the Access Codes.

You understand that LoanTracker contains personal information that is protected by agreement with our suppliers and by federal and state privacy laws, including without limitation, the Privacy Act of 1974. You agree that you have a permissible basis to access and use the personal information. You agree to use the personal information in connection with default aversion loan counseling and for no other purpose, subject at all times to applicable state and federal privacy laws. You are individually responsible for ensuring that information you access on LoanTracker is not used improperly. Using information on LoanTracker for solicitations, eligibility determination, marketing or similar purposes is strictly prohibited.

ECMC reserves the right, in its sole discretion, to terminate (temporarily or permanently) your access to all or part of the LoanTracker, with or without cause, and with or without notice.

Copyrights; Trademarks and Restrictions on Use

Copyright, and all other proprietary and intellectual property rights in and to LoanTracker as well as the pages, graphics, designs, text, features, tools, functionality, screenshots, reports, data, sound recordings and images associated with LoanTracker and in all material and information on the site, is owned by ECMC. You may not modify, publish, transmit, create derivative works, or in any way exploit any of its content, in whole or in part. You may not download copyrighted materials. Redistribution, retransmission, publication or commercial exploitation of LoanTracker or its contents is strictly prohibited. Any rights not expressly granted are reserved. You have no right to resale LoanTracker or any its contents (e.g., any product, descriptions, tools, reports, data, or any derivative works thereof) or disclose any of its contents to third parties.

Conditions of Use and Disclaimer

All information, materials, products, data (including personal information) on LoanTracker are provided "As Is" and "As Available" without warranty of any kind, either express or implied, including, without limitation, non-infringement, freedom from computer viruses, malicious code, or other defects.

In addition, the letters available on LoanTracker Communication Manager are for informational purposes only. These sample letters are provided "as-is," may be incomplete, outdated, and may or may not comply with current law. By clicking "I agree," you acknowledge that you, and you alone, are responsible for the content of these letters. You further acknowledge that the documents available are not for the purpose of providing legal advice. You should obtain your own legal counsel to advise you on the use of these documents. ECMC makes no warranties or representations of any kind, either express or implied, with regard to the letters' quality, accuracy, completeness, legality, merchantability or fitness for any particular use or purpose. ECMC hereby disclaims any and all liability and responsibility claimed by you as arising from, having arisen from, or associated in any way with the use of or reliance upon the LoanTracker Communication Manager's letters.

**Exhibit C
 LoanTracker Service Level Agreement**

Section 1: Services

This service level agreement includes services for the LoanTracker application and related support.

Section 2: Service Availability

Service	Availability
LoanTracker Application	7:00am - 12:00am CT (Excludes Maintenance/Change Window) Maintenance/Change Window: 6:00am - 2:00pm CT Sunday
Support hours—weekdays*	24x7 Monday-Friday
Support hours—weekends*	6:00am - 6:00pm CT

*Support phone number: 877-457-3375

Section 3: Severity, Description, and Targeted Response Time

Severity Level*	Description	Targeted Response Time
Severity 1	A problem that completely prevents a significant number of LoanTracker users from using or accessing the application.	2 hours or less
Severity 2	A problem that involves a single user, who is unable to utilize a primary function of LoanTracker, with no workaround available and/or a problem involving a group of LoanTracker users, with a temporary workaround available.	4 hours or less
Severity 3	A problem involving a single user, where a function of LoanTracker is not working properly, e.g. system slowness and/or a problem involving a single user, with a temporary workaround available.	72 hours or less Monday-Friday

*Business and technical impacts will be the determining factors for all severity allocations.